# MINUTES
# CENTRAL FLORIDA EXPRESSWAY AUTHORITY
# BOARD MEETING
# April 9, 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
Commissioner Fred Hawkins, Jr., Osceola County
Walter A. Ketcham, Jr., Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Member Not Present
Mayor Teresa Jacobs, Orange County

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

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

## CALL TO ORDER

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

## PUBLIC COMMENT

Leonel Masci of Masci General Contractor, Inc. made comments regarding Consent Agenda item #19 later in the meeting.

## APPROVAL OF MINUTES

**A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the March 12, 2015 Board Meeting Minutes as presented. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.**

## APPROVAL OF CONSENT AGENDA

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

### CONSTRUCTION & MAINTENANCE

1. Authorization to Award Contract to Preferred Materials, Inc. for S.R. 417 Milling and Resurfacing from S.R. 50 to Orange/Seminole County Line – Project No. 417-731A (Contract Amount: $6,343,774.06)

2. Authorization to Award Contract to Arazoza Brothers Corporation for S.R. 429/S.R. 414 Systems Interchange Landscape Improvements – Contract No. 001078 (Contract Amount: $1,711,071.60)

3. Approval of Contract Renewal with John Brown & Sons for Clearing Right of Way Fence – Contract No. 001031 (Contract Amount: $100,000)

4. Approval to Award Contract to Prince Contracting, LLC for S.R. 429 from US 441 to North of Ponkan Road – Project 429-202 (Contract Amount: $56,152,429)

5. Approval of Construction Contract Modifications for the following contracts:
   a) Contract 417-304 Southland Construction, Inc. ($429,589.02)
   b) Contract 417-110 Masci General Contractor, Inc. $13,841.82

6. Approval of Contract Renewal with Infrastructure Corporation of America (ICA) for S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services (Contract Amount: $1,950,471.24)

### ENGINEERING

7. Approval of Final Ranking and Authorization to enter into fee negotiations with DRMP, Inc. for S.R. 408 Widening from S.R. 417 to Alafaya Trail – Contract No. 001066

### EXPRESSWAY OPERATIONS

8. Approval of Final Ranking and Authorization to enter into fee negotiations with URS Corporation for Design Consultant Services for Single Line Dynamic Message Sign (DMS) Upgrade – Project 599-525

9. Authorization to Advertise for Request for Proposals for Maintenance of ITS Infrastructure System – Contract No. 001113

### FINANCE & ACCOUNTING

10. Adoption of Revised Debt Policy and Resolution

11. Adoption of Revised Interest Rate Risk Management Policy and Resolution

12. Approval of the substitution of the Credit Facility for the $131,025,000 Subseries 2008B-1 Bonds with a Credit Facility provided by Barclays Bank PLC and related amendments to the Authority's Ninth Supplemental Authorizing Resolution

**INFORMATION TECHNOLOGY**

13. Approval of Purchase Order to Extreme Networks authorized vendor, Carousel Industries for Switches for Local Area Network Communications and Support (Purchase Order Amount: $79,549.34)

14. Approval of Purchase Order to Great Lakes Computer for Toll Transactions Database Repository (Purchase Order Amount: $70,722.50)

**TOLL OPERATIONS**

15. Authorization to Award Contract to TC Delivers for Toll Operations Printing and Mailing Services – Contract No. 001085 (Contract Amount: $537,967.92)

16. Approval of Supplemental Agreement No. 15-01 with TransCore, LP for Allegro Transponder Replacement – Contract No. 000178 (Supplemental Agreement Amount: Not-to-exceed $4,496,000)

**LEGAL**

17. Approval of Settlement Agreement with the Florida Department of Transportation (FDOT) for Reimbursement of $72,683.93 for Electrical Services at S.R. 429 and Seidel Road

18. Adoption of Resolution Adopting and Approving Schematic Landscape Designs for State Roads 429, 528, 408 and 417

19. Authorization to suspend Masci General Contractor, Inc. from bidding on or participating in any further Authority projects for one year

20. Approval of Settlement Release with National Interstate Insurance Company for repairs on S.R. 408 caused by collision on westbound S.R. 408

21. Adoption of Resolution for the acquisition of Parcel 285 for the construction of the Wekiva Parkway Project 429-205

22. Approval of Mediated Settlement Agreement with Felipe Villagomez-Arriaga for the acquisition of Parcel 177 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: $61,200)

23. Approval of Mediated Settlement Agreement with James V. Cravey for the acquisition of Parcel 180 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: $170,000)

24. Approval of Mediated Settlement Agreement with Jack V. Cravey and Joyce A. Cravey for the acquisition of Parcel 189 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: $570,100)

25. Approval of Mediated Settlement Agreement with Jack V. Cravey, Joyce A. Cravey and James V. Cravey for the acquisition of Parcel 190 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: $345,000)

26. Approval of Settlement/Purchase Agreement with Henry J. and Kathleen R. Dubel for the acquisition of Parcel 237 for the construction of the Wekiva Parkway Project 429-204 (Settlement Amount: $454,846.75)

27. Approval of Addendum No. 1 to Utility Relocation Agreement with Duke Energy Florida, Inc. for relocation of Duke Energy's Transmission and Distribution Facilities along Projects 429-201 and 429-202

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30. Approval of Settlement with Reinco, Inc. for the acquisition of Parcel 144 for the construction of the Wekiva Parkway Project 429-202 (Settlement Amount: $3,000)

**Consent Agenda #19 was pulled for discussion, which occurred later in the meeting.**

**A motion was made by Mr. Boyd and seconded by Mayor Dyer to approve the Consent Agenda with the exception of item #19. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.**

## CHAIRMAN'S REPORT

Chairman Cadwell gave an update on the TIFIA loan:

- Laura Kelley and the team went to Washington to sign the closing documents.
- The loan is at a historically low interest rate of 1.23%.
- The loan will move up the construction schedule by 18 months.
- Construction on the first section will start this summer.

Director of Public Affairs and Communication Michelle Maikisch presented a Resolution for adoption in support of the FL DNT TXT+DRIVE COALITION.

**A motion was made by Mr. Scheeringa and seconded by Commissioner Hawkins to adopt the Resolution in support of the FL DNT TXT+DRIVE COALITION. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.**

Commissioner Carey suggested that we combine our efforts with local partners to get the message out.

## TREASURER'S REPORT

Commissioner Carey reported that toll revenues for February were $27,534,914 which is 9.2% above projections and 11.6% above prior year. The Authority's total revenues were $29.7 million for the month.

Total OM&A expenses were $5.1 million for the month and $35.1 million year-to-date, which is 14% under budget.

After debt service the total net revenue was $12.6 million for February and $100.3 million year-to-date.

## STAFF'S REPORT

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

## REGULAR AGENDA ITEMS

1. **UPDATE ON REGIONAL TRANSPORTATION PROJECTS**

   a) FDOT District Five
   Frank O'Dea, P.E., Director of Transportation Development, presented an overview of the District 5 Work Program.

   b) Florida's Turnpike Enterprise
   Ms. Shannon Estep, MPO Liaison, presented an overview of the Florida's Turnpike Enterprise Work Program.

   Commissioner Carey mentioned the poor timing of the SR 417 Widening Project from Aloma Ave. to SR 434 in FY 2016, considering it will be an alternative during the construction of the I-4 Ultimate Project.

   c) Osceola County Expressway Authority
   Atlee Mercer, Chairman of the Osceola County Expressway Authority and Chairman of TEAMFL, presented a map of the projects in the Osceola County Expressway Authority 2040 Master Plan and a video made by TEAMFL entitled, "Tolling – A Proven Mobility Option."

   d) Wekiva Parkway
   Mary Brooks, QCA, Joint Agency Public Information Officer, made a presentation regarding the Wekiva Parkway Project.

2. **ACCEPTANCE OF DHSMV DATA SECURITY REPORT**

   During the period of December 1, 2015 to December 18, 2014 CFX's Internal Auditor, Protiviti performed a Data Security Assessment of the Department of Highway Safety and Motor Vehicles (DHSMV) data within the CFX environment.

Mr. David Taylor of Protiviti reported that Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Driver's License or Motor Vehicle Data Exchange process. The CFX Audit Committee has reviewed and accepted the Report.

**A motion was made by Commissioner Carey and seconded by Mr. Madara to accept the DHSMV Data Security Report as presented. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.**

3. **UPDATE ON EXECUTIVE DIRECTOR SEARCH**

Michael Scheeringa gave an update on the Executive Director Search.

Highlights:

- We are on track with the schedule that was initially laid out.
- We are at the end of the candidate filtering phase.
- As of today, we have six (6) qualified candidates who have affirmed their desire to participate in the process.
- There are 12 – 15 additional qualified candidates that have not yet affirmed their desire to participate in the process.
- April 17 is the deadline for affirmation by all candidates.
- We are abiding by Florida's Government in the Sunshine Laws.

Schedule:

- After April 17 the committee will down-select to 5 or 6 candidates.
- On April 23 and 24 the committee will hold interviews with the 5 or 6 candidates.
- The committee will further down-select to 2 or 3 candidates.
- The Board Members will interview the 2 or 3 candidates in the first week of May.
- A recommendation will be made at the May 14 Board meeting.

(The following item was taken out of agenda order.)

**APPROVAL OF CONSENT AGENDA ITEM #19 - AUTHORIZATION TO SUSPEND MASCI GENERAL CONTRACTOR, INC. FROM BIDDING ON OR PARTICIPATING IN ANY FURTHER AUTHORITY PROJECTS FOR ONE YEAR**

Director of Construction & Maintenance Ben Dreiling explained the circumstances in this matter. In summary, Masci certified under oath that it had paid Peteco almost $1.4 million, when in fact it had only paid Peteco roughly $230,000. Masci's conduct is a material breach of the terms of the Contract for several reasons, including failing to maintain accurate records of payments, subletting work without the Authority's prior approval, and failing to provide documentation supporting a good faith effort to meet the stated M/WBE objective. (See attached Exhibit "B" – CFX Memorandum and supporting documents.)

Staff recommends that the Board suspend Masci General Contractor, Inc. from bidding on or participating in any further Authority projects for one year commencing from the date of Board approval.

Leonel Masci of Masci General Contractor, Inc. provided his comments on this matter. (See attached Exhibit "C" - letter from Leonel A. Masci dated April 3, 2015.)

**A motion was made by Commissioner Hawkins and seconded by Commissioner Boyd to approve the staff's recommendation to suspend Masci General Contractor, Inc. from bidding on or participating in any further Authority projects for one year. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.**

Commissioner Carey suggested that staff look at our policy regarding interrelated companies to make sure we have sufficient checks and balances in place.

4. APPROVAL OF ATTORNEYS AND EXPERTS FOR S.R. 528 CORRIDOR ACQUISITION

General Counsel Joseph Passiatore presented three procurement matters for the S.R. 528 corridor acquisition.

a) Cooperative Purchase Agreement with Mateer & Harbert, P.A.

Board approval is requested to execute an agreement with Mateer & Harbert, P.A. in the not-to-exceed amount of $975,000 for an initial three-year term to provide right-of-way support services including pre-condemnation counseling, pre-order of taking and order of taking services, post order of taking, pretrial and trial services and other related services as needed. The Right-of-Way Committee recommended approval of this agreement on March 25, 2015.

Mr. Passiatore explained that this will be a cooperative purchase (piggyback) agreement based on a contract between Mateer and the Orange County School Board (OCSB) for the same services, which will allow us to take advantage of the favorable rates already negotiated by OCSB. The response to the OCSB request for proposals was originally submitted by Wilson, Garber & Small, P.A. as a joint-ventured response with Swann, Hadley, Stump, Dietrich & Spears. The eminent domain portion of the contract was then transferred from Wilson, Garber to Mateer when Jay Small moved to the latter firm.

Discussion ensued amongst the Board Members, in particular regarding the cooperative purchase (piggyback) agreement and All Aboard Florida timing issues.

A motion was made by Commissioner Carey and seconded by Mr. Ketcham to approve the execution of a cooperative purchase agreement with Mateer & Harbert, P.A. in an amount not-to-exceed $975,000 for an initial three-year term. The motion failed by a vote of 4 to 4 with Commissioner Carey, Mayor Dyer, Mr. Ketcham and Mr. Scheeringa voting AYE by voice vote and Commissioner Cadwell, Commissioner, Boyd, Mr. Madara and Commissioner Hawkins voting NO by voice vote; Mayor Jacobs was not present.

**A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to instruct staff to issue an RFP immediately for right-of-way support services for the S.R. 528 corridor acquisition, go back through the Right-of-Way Committee and come back to the Board for approval at the June Board Meeting. The motion carried with seven (7) members voting AYE by hand vote and Commissioner Carey voting NO by hand vote; Mayor Jacobs was not present.**

b) Addendum No. 1 to Contract No. 001092 with Hanson Real Estate Advisors, Inc.

On January 13, 2015 Contract No. 001092 was executed with Hanson Real Estate Advisors, Inc. to provide appraisal services to the Authority for four parcels associated with the rail corridor to be used by All Aboard Florida south of S.R. 528. The hiring of Hanson was an exempt procurement for the services as allowed by the Procurement Policy.

Staff requests Board approval of Addendum No. 1 to revise the scope of work to include the additional services and increase the amount of the contract by $125,000 for the preparation of condemnation appraisal reports for those properties. The Right-of-Way Committee approved the increase at its meeting on March 25, 2015.

**A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve Addendum No. 1 to Contract No. 001092 with Hanson Real Estate Advisors, Inc. in an amount not-to-exceed $125,000. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.**

c) Task Order No. 1 for Planning Services for Kelly, Collins & Gentry, Inc. – Contract No. 001099

At the February 2015 meeting, the Board awarded Contract No. 001099 to Kelly, Collins & Gentry, Inc. (KCG) in the not-to-exceed amount of $300,000 to provide right-of-way support services. Board approval is requested for Task Order No. 1 to that contract in the amount of $64,726. This Task Order authorizes KCG to provide land planning, engineering support services and wetland support services involving the acquisition of parcels owned by BalBay Realty Ltd., Carlsbad Orlando LLC, Mattamy (Jacksonville) Partnership and B and M Investment LLC. The Right-of-Way Committee recommended approval of Task Order No. 1 on March 25, 2015.

**A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve Task Order No. 1 with Kelly, Collins & Gentry, Inc. in the amount of $64,726. The motion carried unanimously with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.**

## BOARD MEMBER COMMENT

Mayor Dyer relayed comments from a colleague who had a very good experience with a toll collector at the Airport Toll Plaza upon his arrival to Orlando.

## ADJOURNMENT

The Chairman adjourned the meeting at 10:25 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on May 14, 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*

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
April 9, 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 – March 12, 2015 (Action Item)

D. APPROVAL OF CONSENT AGENDA (Action Item)

E. REPORTS

1. Chairman's Report
   a. Resolution in Support of the FL DNT TXT+DRIVE Coalition (Action Item)
2. Treasurer's Report
3. Staff's Report

F. REGULAR AGENDA ITEMS

*1.* Update on Regional Transportation Projects (Info. items)
   a) FDOT District Five - *Frank O'Dea, P.E., Director of Transportation Development*
   b) Florida's Turnpike Enterprise - *Shannon Estep, MPO Liaison*
   c) Osceola County Expressway Authority – *Atlee Mercer, Chairman of Osceola County Expressway Authority*
   d) Wekiva Parkway – *Mary Brooks, QCA, Joint Agency Public Information Officer*

2. Acceptance of DHSMV Data Security Report – *David Taylor, Protiviti* (Action item)

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

4. Approval of Attorneys and Experts for S.R. 528 Corridor Acquisition – *Joseph Passiatore, General Counsel* (Action Items)
   a) Cooperative Purchase Agreement with Mateer & Harbert, P.A. (Contract Amount: Not-to-Exceed $975,000)
   b) Addendum No. 1 to contract with Hanson Real Estate Advisors, Inc. for appraisal services related to the acquisition of four parcels owned by Balbay Realty Ltd., Carlsbad Orlando LLC, Mattamy Partnership and B and M Investment for the Multi-Modal Corridor South of S.R. 528 (Amendment Amount: Not-to-Exceed $125,000)
   c) Task Order No. 1 for Planning Services for Kelly, Collins & Gentry, Inc. – Contract No. 001099 (Task Order Amount: Not-to-Exceed $64,726)

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.

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## CONSENT AGENDA
## April 9, 2015

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# CONSENT AGENDA ITEM

# #1

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Award of Contract for
S.R. 417 Milling and Resurfacing from S.R. 50 to Orange/Seminole County Line
Contract No. 001097; Project No. 417-731A

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on March 23, 2015, for the referenced project. Bid results were as follows:

| | **Bidder** | **Bid Amount** |
|---|---|---|
| 1. | Preferred Materials, Inc. | $6,343,774.06 |
| 2. | The Middlesex Corporation | $6,887,391.30 |
| 3. | Hubbard Construction Company | $7,258,886.87 |
| 4. | Masci General Contractor, Inc. | $9,932,382.36 |

The Engineer's Estimate for this project is $8,464,853.70.

The Procurement Department has evaluated all bids and has determined the bid from Preferred Materials, Inc. (Preferred), to be responsible and responsive to the bidding requirements. Award of the contract to Preferred in the amount of $6,343,774.06 is recommended contingent upon final execution of the contract by both parties.

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

# CONTRACT

This Contract No. 001097 (the "Contract"), made this 9th day of April, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and PREFERRED MATERIALS, INC., of 2710 Michigan Avenue, Kissimmee, Florida 34744, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 417-731A, S.R. 417 Milling and Resurfacing from S.R. 50 to Orange/Seminole County line, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 260 calendar days. The Contract Amount is $6,343,774.06. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on April 9, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

DATE: _____

PREFERRED MATERIALS, INC.

By:_____
Signature

_____
Print Name

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

# CONSENT AGENDA ITEM

# #2

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Award of Contract for
S.R. 429/S.R. 414 Systems Interchange Landscape Improvements
Contract No. 001078

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on March 19, 2015, for the referenced project. Bid results were as follows:

| | **Bidder** | **Bid Amount** |
|---|---|---|
| 1. | Arazoza Brothers Corporation | $1,711,071.60 |
| 2. | Commercial Companies, Inc. | $2,024,891.80 |

The Engineer's Estimate for this project is $1,488,969.95

The Procurement Department has evaluated both bids and has determined that both bids are responsible and responsive to the bidding requirements. Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract. That meeting took place on March 24, 2015, with the Director of Construction and Maintenance (representing the Deputy Executive Director) and the Director of Procurement. The results of the meeting were included in a memo to the Interim Executive Director recommending that the contract be awarded to Arazoza Brothers, Inc. The Interim Executive Director accepted the recommendation.

Award of the contract to Arazoza Brothers Corporation in the amount of $1,711,071.60 is recommended contingent upon final execution of the contract by both parties.

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

**MEMORANDUM**

**TO:** Joseph A. Berenis, P.E.
Deputy Executive Director, Engineering, Operations, Construction & Maintenance

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

Claude Miller
Director of Procurement

**SUBJECT:** S.R. 429/S.R. 414 Systems Interchange Landscape Improvements
Contract No. 001078
Recommendation for Award of Contract

**DATE:** March 24, 2015

On March 19, 2015, two (2) sealed bids were opened for the subject project:

| Bidder | | Bid Amount |
|---|---|---|
| 1. | Arazoza Brothers Inc. | $1,711,071.60 |
| 2. | Commercial Companies, Inc. | $2,024,891.80 |

The Engineer's Estimate for the project is $1,488,969.95. There were no unbalanced bid items in the low bid from Arazoza and it is within acceptable tolerances for the total bid amount when compared to the estimate.

Since less than three bids were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options to either reject the bids and re-bid the project or recommend award of the contract to the Executive Director. Since there is currently no Executive Director, responsibility for approvals related to construction projects has been delegated by the Board to the Deputy Executive Director. As a result, it was decided that the meeting would take place between the Director of Construction and Maintenance and the Director of Procurement with the recommendation going to the Deputy Executive Director. That meeting took place on March 24, 2015.

During the meeting we noted that 8 contractors had registered as "primary", or prime contractors, to download the bid documents from the Procurement web site and only 2 submitted bids. We considered that fact, the size of the project, the Engineer's Estimate, the cost to re-bid the project, and whether or not a re-bid would result in more bids and a lower price. Based on these considerations, it is our opinion that rebidding the project would not be in the best interest of the Authority since it probably would not result in more bids or a lower price. Therefore, in accordance with Article V, Procurement Processes, of the Procurement Procedures Manual, we jointly recommend award of Contract No. 001078 to Arazoza Brothers, Inc.

Accept Recommendation X Reject Recommendation _____

Joseph A Berenis 3/23/15

Interim Executive Director

If rejected, reason(s) for rejection:

_____

_____

# CONTRACT

This Contract No. 001078 (the "Contract"), made this 9th day of April, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and ARAZOZA BROTHERS CORPORATION of 15901 S.W. 242 Street, Homestead, Florida 33031, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 429-200F, S.R. 429/S.R. 414 Systems Interchange Landscape Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 820 calendar days. The Contract Amount is $1,711,071.60. This Contract was awarded by the Authority's Board of Directors at its meeting on April 9, 2015.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

DATE: _____

ARAZOZA BROTHERS CORPORATION

By:_____
Signature

Print Name:_____

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

# CONSENT AGENDA ITEM

# #3

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Approval of Contract Renewal with
John Brown & Sons, Inc., for Clearing Right of Way Fence
Contract No. 001031

Board approval is requested for the first renewal of the referenced contract with John Brown & Sons, Inc., in the amount of $100,000.00 to perform clearing of right of way fence at various locations throughout the system. The renewal period will be from July 1, 2015, to June 30, 2016.

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001031

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9th day of April, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and John Brown & Sons, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated April 23, 2014, with a Notice to Proceed date of July 1, 2014, whereby the Authority retained the Contractor to perform clearing of right of way fence at various locations throughout the system; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2015, and ending the 30th day of June, 2016, at the cost of $100,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 30, 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.

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

JOHN BROWN & SONS, INC.

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

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

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**
**CLEARING RIGHT OF WAY FENCE**
**CONTRACT NO. 001031**

This Contract No. 001031 is made this 23rd day of April, 2014, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and JOHN BROWN AND SONS, INC., 775 23rd Avenue, Vero Beach, Florida 32962, 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 Orlando-Orange County Expressway System; and,

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

**WHEREAS,** the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to clear vegetation along the right of way fence line at various locations throughout the AUTHORITY's System and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

**WHEREAS,** on or about December 18, 2012, the CONTRACTOR entered into Term Contract No. 13012 with Palm Beach County, Florida to provide services using the same type of equipment and operators as required by the AUTHORITY for its needs; and,

**WHEREAS,** an Invitation to Bid seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with Palm Beach 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 at the same rates previously negotiated by Palm Beach County; and,

**WHEREAS,** the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with Palm Beach County and such revised 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 the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY

## 2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date of the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the 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 one-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 10-days notice for cause. 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 CONTRACTOR (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. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR 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 CONTRACTOR: (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 CONTRACTOR 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 CONTRACTOR (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 CONTRACTOR 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 and equipment on the sites where work is or was occurring, 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 CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR 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, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR 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 CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. 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 CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR 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. COMPENSATION FOR SERVICES

AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the rates established in the CONTRACTOR's contract with Palm Beach County. The amount of this Contract shall not exceed $150,000.00 during its initial term.

## 4. CONTRACTOR INSURANCE

CONTRACTOR 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, in its sole and absolute discretion. CONTRACTOR shall carry and keep in force the following insurance

coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

4.1 **Comprehensive 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 CONTRACTOR under this Agreement.

4.2 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

4.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include the AUTHORITY, and such other parties the AUTHORITY shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR 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 CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

## 5. CONTRACTOR RESPONSIBILITY

5.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same.

CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

5.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, 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

5.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

5.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

## 6. 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. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## 7. 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.

## 8. 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.

## 9. 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.

## 10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR 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.

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. To the extent applicable, CONTRACTOR 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 be reference be made a part of this Contract as though set forth in full.

## 11. 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.

## 12. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

## 13. 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.

Notwithstanding the foregoing:

13.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

13.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

## 14. DISPUTES

All services shall be performed by the CONTRACTOR 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.

## 15. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property.

## 16. 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.

## 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.

## 19. 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.

## 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. 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 CONTRACTOR 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, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract, 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. 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:

21.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

21.2 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.

## 22. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

22.2 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 parties have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

JOHN BROWN AND SONS, INC.

By: _____
Signature

Print Name: John Puduar

Division Manager
Title

ATTEST: _____ (Seal)

ANGELA MARIE MAHER
Notary Public - State of Florida
My Comm. Expires Sep 24, 2015
Commission # EE 109559
Bonded Through National Notary Assn.

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

**Purchasing Department**
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

**Palm Beach County Board of County Commissioners**

Steven L. Abrams, Chairman

Priscilla A. Taylor, Vice Chair

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

**County Administrator**

Robert Weisman

*"An Equal Opportunity Affirmative Action Employer"*

*printed on recycled paper*

Form L

December 18, 2012

Mr. John Pudvar
John Brown & Sons, Inc.
775 23rd Ave.
Vero Beach, FL 32967

Dear Mr. Pudvar: RE: TERM CONTRACT #13012

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT based on:

[X] BID #13-012/CG (Primary Award: #25 and #32)

[ ] RENEWAL OF CONTRACT based on SOLICITATION #_____ in accordance with all original terms, conditions, specifications and prices with no deviation.

[ ] EXTENSION OF CONTRACT based on SOLICITATION #_____

[ ] SOLE SOURCE CONTRACT #_____
Vendor shall notify Purchasing immediately if the sole source status changes.

[ ] STATE OF FLORIDA CONTRACT #_____

[ ] OTHER:_____

The term of this contract is 01/01/13 through 12/31/14. The estimated dollar value for all awarded vendors is $2,932,000.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY0303050000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

c: Frank Griffiths, Environmental Resources Management
Vernetha Green, Water Utilities
Reid Raymond, Parks & Recreation
File

**Board of County Commissioners**

Shelley Vana, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor



**County Administrator**

Robert Weisman

**Purchasing Department**
www.pbcgov.com/purchasing

# BOARD OF COUNTY COMMISSIONERS
# NOTICE OF SOLICITATION
# BID #13-012/CC

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

**BID OPENING DATE: NOVEMBER 1, 2012 AT 2:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

**BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

CAUTION

**As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at http://www.pbcgov.com/purchasing. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.**

**Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.**

**In accordance with the provisions of ADA, this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199**
**(561) 616-6800 FAX: (561) 616-6811**

**BOARD OF COUNTY COMMISSIONERS**
Palm Beach County
# INVITATION FOR BID

BID NO: 13-012/CC BID TITLE: HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

PURCHASING DEPARTMENT CONTACT: COLLEEN CARDILLO, SR. BUYER TELEPHONE NO.: 561-616-6839

FAX NO.: 561-242-6739 EMAIL ADDRESS: ccardill@pbcgov.com

All bid responses must be received on or before November 1, 2012, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

## GENERAL CONDITIONS

**1. GENERAL INFORMATION**

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

**2. LEGAL REQUIREMENTS**

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. DISCRIMINATION PROHIBITED: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

c. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an independent Contractor and not as employees or agents of the COUNTY.

d. CRIMINAL HISTORY RECORDS CHECK ORDINANCE: Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. PUBLIC ENTITY CRIMES: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION): As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

f. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

g. LOBBYING: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. CONFLICT OF INTEREST: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. SUCCESSORS AND ASSIGNS: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

k. PUBLIC RECORDS: Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

l. INCORPORATION, PRECEDENCE, JURISDICTION: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. LEGAL EXPENSES: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

**3. BID SUBMISSION**

a. SUBMISSION OF RESPONSES: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead/quotation forms shall not be accepted. **Responses must be typewritten or written in ink,** and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. SBE BID DOCUMENT LANGUAGE

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

**Item 2 - SBE Goals**
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

**Item 3 - Ranking of Responsive Bidders**
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

b. In evaluating bids in excess of one million dollars ($1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

**Item 4 - Bid Submission Documentation**
SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

**Schedule 1 - List of Proposed SBE and M/WBE Participation**
This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.
**(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**

**Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**
A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and/or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

**Item 5 - SBE Certification**
Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

**Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)**

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

**Item 7 - Responsibilities After Contract Award**

**Schedule 3 – SBE-M/WBE Activity Form**
This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**Schedule 4 – SBE-M/WBE Payment Certification**
A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions
After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. LOCAL PREFERENCE ORDINANCE: In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades

a. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.

b. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.

c. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

e. DRUG FREE WORKPLACE CERTIFICATION: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. CONDITIONED OFFERS: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. PRICING:

(1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.

(2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.

(3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

(4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.

(5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.

(6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**

(7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. SUBMITTING NO BID or NO CHARGE: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

i. ACCEPTANCE/REJECTION OF BIDS: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. NON-EXCLUSIVE: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. PERFORMANCE DURING EMERGENCY: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. SALES PROMOTIONS / PRICE REDUCTIONS: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

n. GUA PURCHASES UNDER $100,000: Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under $100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

4. BID OPENING/AWARD OF BID

a. OBSERVING THE PUBLISHED BID OPENING TIME: **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. POSTING OF AWARD RECOMMENDATION: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. PROTEST PROCEDURE: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. FEDERAL AND STATE TAX: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. PAYMENT: Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. CHANGES: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. DEFAULT: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performence, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. TERMINATION FOR CONVENIENCE: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful

bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. ACCESS AND AUDITS: The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. BUSINESS INFORMATION:

If bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**THIS IS THE END OF "GENERAL CONDITIONS."**

## SPECIAL CONDITIONS

### 8. GENERAL /SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 9. POST AWARD MEETING

Within two (2) days after receipt of notification of project to be started, successful bidder shall meet with Palm Beach County Project Supervisor as listed on the delivery order (DO) to arrange meeting to discuss job procedures and scheduling.

### 10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

### 11. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an item-by-item basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

### 12. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted only after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of this contract if it declines more than 10 % of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

**13. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

**14. F.O.B. POINT**

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected.

**15. RESPONSE TO SITE**

Equipment with operator **shall** be required to arrive on site within **forty-eight (48) hours** after receipt of delivery order (DO) unless a modified delivery date has been requested by the successful bidder and **approved in writing** by the designated County Project Supervisor in advance. **On-Site / Start times SHALL be strictly adhered to without deviation.** Failure of the successful bidder to perform to this requirement is sufficient cause for default and termination of the Contract.

**16. PAYMENT**

Equipment with operator shall be available on an "as needed basis" with no guarantee by the County of the amount of use. However, any item of equipment awarded at the hourly rate which is called out for a period of less than four (4) hours, per site, shall be compensated for a minimum of four (4) hours. "Down time" and transportation to another site in Palm Beach County is not to be computed as rental time and will not be compensated for.

**17. ESTIMATED EXPENDITURES**

The anticipated term of the contract to be awarded as a result of this bid is for twenty-four (24) months. The anticipated value during the contract term is $1,900,000.00. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

**18. RENEWAL OPTION**

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month periods. The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

**19. INFORMATION AND DESCRIPTIVE LITERATURE (Brand Name "or equal")**

**(Items #1, #2, #3, #4, #5, #7, #8, #9, #10, #14, #15, #16, #18, #20, #21 and #26)**

Unless otherwise stated in these specifications, any manufacturer's names, trade names, brand names, information or catalog numbers listed in this specification are for information and not intended to limit competition. When the phrase "or equal" is used, the bidder may offer any brand/manufacturer for which they are an authorized dealer/distributor/reseller, which meets or exceeds the specifications for any item listed in the bid. Bidder shall enter the manufacturer and manufacturer part number on the bid response page. **If a bidder enters "as specified", "same as above", or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected.** Unless offering the specified manufacturers(s)/model(s), the bidder shall submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. **The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid.** Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer shall not satisfy this provision. The County reserves the sole right to determine acceptance of offered item (s) as an approved equal.

## 20. INFORMATION AND DESCRIPTIVE LITERATURE

**(Items #6, #11, #12, #13, #17, #19, #22, #23, #24, #25, #27, #28, #29, #30, #31, #32 and #33)**

Bidder shall enter the manufacturer and manufacturer part number on the bid response page, if applicable. **If a bidder enters "as specified", "same as above", or any wording other than the manufacturer and model number, and does not fill in the manufacturer offered and model number offered for any item, the bid shall be rejected.** Additionally, the bidder shall submit with their bid response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide sufficient detail to verify compliance to bid specifications. **The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the bid.** Reference to literature submitted with a previous bid or literature which has been created by any entity other than the manufacturer will not satisfy this provision. The County reserves the sole right to determine acceptance of offered item(s).

## 21. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to CertFocus at www.certfocus.com or fax (561) 666-6041, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage. Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

# SPECIFICATIONS
# BID #13-012/CC

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

**PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the rental of various heavy equipment with operators, to be used by various departments throughout Palm Beach County, as specified herein. Equipment shall be available on an "as needed basis" with no guarantee by the County of the amount of usage.

**GENERAL:**

**PALM BEACH COUNTY PROJECT SUPERVISOR:**

This contract shall be administered on the County's behalf by a designated Palm Beach County Project Supervisor for each County department, which shall have responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The Palm Beach County Project Supervisor shall serve as liaison between the Palm Beach County Purchasing Department and the successful bidder(s). All questions arising under this agreement should be addressed to the Purchasing Department.

**PROSECUTION OF THE WORK:**

The successful bidder will be required to prosecute the work **uninterrupted**, in such a manner, with sufficient labor and equipment so as to ensure that projects, as defined and agreed upon, are completed within the framework of this contract. Unless modified, in writing, by a designated Palm Beach County Project Supervisor, **on-site/start times shall be strictly adhered to** without deviation. Equipment will **not** be **substituted** without prior written approval from the designated Palm Beach County Project Supervisor. Equipment operators must be fully licensed and competent in the use of the assigned equipment. Successful bidder shall provide proof of operator's appropriate license and experience, if requested, by the Palm Beach County Project Supervisor. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the successful bidder.

**EQUIPMENT:**

The successful bidder will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the successful bidder and kept in good working condition, including, but not limited to grease, oil, parts and fuel as necessary until successful bidder is notified of removal from County property.

All equipment shall meet or exceed OSHA, ANSI and all additional state and federal safety requirements.

It shall be the successful bidder's responsibility to ensure that all equipment used shall be properly maintained in order to protect the operator and the public. Any equipment inoperable, unsafe, or improper for desired use shall be removed from the job site. Equipment supplied by the successful bidder shall be designed for, or suited to, the task for which it is to be used.

The Palm Beach County Project Supervisor shall have the right to inspect and request the removal of equipment that, in their opinion, is unsafe for use, in order to protect the public, and job sites from damage. Any equipment which is inoperable shall be removed from the job site immediately. Failure of the successful bidder to remove defective equipment may result in the termination of this contract. Under no circumstances, shall any equipment belonging to the successful bidder be left on the job site for longer than the end of the project. Palm Beach County will not be responsible for any equipment left on its premises.

**EMPLOYEES:**

Persons employed by the successful bidder in the performance of services pursuant to this bid award shall be not less than eighteen (18) years of age. Said employees shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by Palm Beach County. Said employees

shall conduct themselves in a professional manner at all times while at the work site. Any conduct deemed inappropriate by the designated Palm Beach County Project Supervisor, such as offensive gestures, mannerisms, or language, shall serve as a basis for immediate removal from the work site.

Personnel employed either directly or indirectly by the successful bidder that are deemed to be incompetent, inept or unfit to perform the work in the opinion of the designated Palm Beach County Project Supervisor shall be promptly removed from the work under this Contract and such person shall not again be employed on the project. Failure of the successful bidder to remove incompetent personnel may result in the termination of this contract. Duly appointed representatives may be utilized under this contract, to observe personnel employed and the general performance of the contract. The designated Palm Beach County Project Supervisor will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications.

**ATTIRE:**

Successful bidder shall provide and ensure the wearing of safety and protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for equipment. Successful bidder employees shall be in company uniform during the performance of contract duties.

**RESPONSE TIME:**

Successful bidder's designated supervisor shall respond to all calls within one (1) hour of notification by the designated Palm Beach County Project Supervisor, Monday through Friday, 7:00 a.m. – 5:00 p.m.

**SUSPENSION OF THE WORK:**

The designated Palm Beach County Project Supervisor shall have the authority to suspend the work for the following reasons: (a) default of the successful bidder; (b) unfavorable weather conditions; c) mechanical failure of loading, hauling, digging or spreading equipment being used in the prosecution, both of the work under this contract and the work being done by County forces adjunctive thereto; (d) or any other condition which, in the judgment of the designated Palm Beach County Project Supervisor makes it impractical to secure first-class results.

**BASE RATE:**

**Hourly Rate**

Compensation shall be paid at the "base" hourly rate (equipment with operator) for actual time worked, 24 hours a day, 365 days per year. Equipment which remains on site, without operator, for the convenience of the successful bidder will not be compensated. The County will not be charged for mobilization, demobilization, transportation, fuel, or any other incidental expense related to the performance of this contract. All costs to be charged to the County for the performance of this contract must be included in the "base" hourly rate offered by the bidder.

Projects started prior to the termination of this contract will be allowed an additional thirty (30) days for completion.

The Palm Beach County Project Supervisor or designee shall review and approve successful bidder's "Daily Billing Ticket" to verify actual hours worked by the piece of equipment with operator.

**PAYMENT:**

Invoices for payment will be submitted on a monthly basis for the duration of the contract. Payment will be made by the County after services have been received, accepted and properly invoiced.

**SERVICE TICKETS:**

Each service ticket will verify the piece of equipment with operator to be rented. The Palm Beach County Project Supervisor or designee shall review and approve successful bidder's "Billing Ticket" to verify.

**NON-PERFORMANCE OF SERVICES:** Successful bidder's non-performance shall be considered to have occurred when services in an area were not performed in accordance with the terms, conditions, and specifications of this solicitation.

In the event of non-performance by the successful bidder, the Palm Beach County Project Supervisor shall have the right, with concurrence from the Purchasing Department, to remedy by the following method:

1. The County shall notify the successful bidder (via telephone) of non-performance and allow the successful bidder to correct such item(s) of non-performance. Corrective action for non-performance must be approved and completed within twenty-four (24) hours of notification by the successful bidder. The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification. If successful bidder does not correct non-performance within the twenty-four (24) hours, a vendor performance report may be issued and/or a meeting may be scheduled with all parties. A vendor performance report may be issued in instances where repetitive non-performance incidents are occurring and/or non-performance has not been corrected in the allocated time frame.

2. A report of non-performance will be forwarded to the Purchasing Department for appropriate action. If necessary, a meeting will be set up between the parties to reinforce the requirements of the contract in order to avoid repeat non-performance.

   The County may correct the item of non-performance by any means it deems necessary. Direct cost incurred by the County for the correction shall be deducted from payments made to the successful bidder.

   The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification.

   If the successful bidder has been determined to be non-compliant to any of the terms, conditions, and specifications as stated in the contract, the Director of Purchasing may find the successful bidder in default.

**BID RESPONSE**
**BID #13-012/CC**

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

| ITEM NO. | DESCRIPTION | HOURLY RENTAL RATE W/OPERATOR |
|---|---|---|
| 1. | Tractor Bulldozer, 70-80 HP, Caterpillar D3K, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 2. | Tractor Bulldozer, 115-125 HP, Caterpillar D-5N, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 3. | Tractor Bulldozer, 230-240 HP, Caterpillar D-7E, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 4. | Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, Caterpillar D8 or Allis Chalmers HD21, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 5. | Tractor Bulldozer, 300-350 HP, 75-90K lb. operating weight, Caterpillar D8 or Allis Chalmers HD21, or equal, with rake, 3 tines of 42" or more in length and spaced 36" or less apart<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 6. | Truck Crane, 3/4 cu. yd. capacity<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 7. | Truck Crane, 26 ton capacity, hydraulic maximum lift 52,850 lb., boom length 31-103 ft., outriggers 157 ft., Altec AC 26-103S, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 8. | Truck Crane, 38 ton capacity, hydraulic maximum lift 76,000 lb., boom length 31-127 ft., outriggers 192 ft., Altec AC 38-127S, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |

Continued....

FIRM NAME:_____

**BID RESPONSE**
**BID #13-012/CC**

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

| ITEM NO. | DESCRIPTION | HOURLY RENTAL RATE W/OPERATOR |
|---|---|---|
| 9. | Friction Lattice Boom Crane, 40 ton, American 4460 or Linkbelt, or equal<br>Make offered:_____<br>Model offered: | $_____ |
| 10. | Friction Lattice Boom Crane, 60 ton, American 5510, or equal<br>Make offered:_____<br>Model offered: | $_____ |
| 11. | Truck, 45 foot flatbed trailer with tractor<br>Make offered:_____<br>Model offered: | $_____ |
| 12. | Truck, 45 foot flatbed trailer with tree bar and tractor<br>Make offered:_____<br>Model offered: | $_____ |
| 13. | Dragline Excavator, 4 ½ cu. yd. capacity<br>Make offered:_____<br>Model offered: | $_____ |
| 14. | Front End Loader, 135HP, minimum 3 cu. yd. capacity, Case 621-D, or equal<br>Make offered:_____<br>Model offered: | $_____ |
| 15. | Front End Loader, 250-275HP, minimum 5 yd. capacity, John Deere 744 or Case 921, or equal<br>Make offered:_____<br>Model offered: | $_____ |
| 16. | Front End Loader, 250-275HP, minimum 5yd. capacity, with root rake, John Deere 744 or Case 921, or equal<br>Make offered:_____<br>Model offered: | $_____ |

Continued....

FIRM NAME:_____

**BID RESPONSE**
**BID #13-012/CC**

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

| ITEM NO. | DESCRIPTION | HOURLY RENTAL RATE W/OPERATOR |
|---|---|---|
| 17. | Loader, front end with tree spade, minimum 200HP, 80 to 90 inch<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 18. | Combination Backhoe/Loader, 1 cu. yd. capacity, 4 wheel drive, John Deere 310 or Case 580, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 19. | Crawler Tractor Hydraulic Backhoe, 3/4 cu. yd. capacity, tract width: 30"; length: 11'; maximum weight: 30,000 lbs.; minimum lifting capacity: 2,500 lbs., shall operate off mats<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 20. | "TRACK TYPE" Backhoe, 45-48K lbs. 1.5 cu. yd. capacity, John Deere 200LC or Case CX210, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 21. | "TRACK TYPE" Backhoe, 72-80K lb. 3 cu. yd. capacity, John Deere 330LC or Case CX330, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 22. | Water Truck with spray hose, 2000 gal. capacity for watering trees<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 23. | Tri-axle Dump Truck, 18 cu. yd.<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 24. | Tractor, minimum 70HP, with 6' box blade for grading<br>Make offered:_____<br>Model offered:_____ | $_____ |

Continued....

FIRM NAME:_____

**BID RESPONSE**
**BID #13-012/CC**

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

| ITEM NO. | DESCRIPTION | HOURLY RENTAL RATE W/OPERATOR |
|---|---|---|
| 25. | Hydraulic Excavator, minimum 175HP, with independently powered rotating drum type mulcher<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 26. | Tub Grinder, Diamond Z Model #1463, or equal<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 27. | Articulated Off-Road Dump Truck, 4WD, 25 ton minimum bed capacity<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 28. | Articulated Off-Road Dump Truck, 6WD, 40 ton minimum bed capacity with tailgate<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 29. | Heavy Duty Loader, or equivalent, with drum shredder head attachment, minimum 300 horsepower, minimum 6-feet cutting head width, not to exceed 42,000 lbs. total weight<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 30. | Medium Duty Loader, or equivalent, with drum shredder head attachment, minimum 225 horsepower, minimum 6-feet cutting head width, not to exceed 35,000 lbs. total weight<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 31. | Medium/Light duty skid steer Loader or equivalent, with drum shredder head attachment, minimum 130 horsepower, minimum 4-feet cutting head width, not to exceed 15,000 lbs. total weight<br>Make offered:_____<br>Model offered:_____ | $_____ |
| 32. | Light duty tracked Loader or equivalent, with drum shredder head attachment, maximum 100 horsepower, minimum 5-feet cutting head width, not to exceed 12,000 lbs. total weight<br>Make offered:_____<br>Model offered:_____ | $_____ |

Continued....

FIRM NAME:_____

**BID RESPONSE**
**BID #13-012/CC**

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

| ITEM NO. | DESCRIPTION | HOURLY RENTAL RATE |
|---|---|---|
| 33. | Hydraulic Submersible Pump, 6 inch, with 200 foot discharge (deliver/unload/pickup) (equipment rental only)<br><br>Make offered:_____<br><br>Model offered:_____ | $_____<br>(equipment only – no operator required) |

**All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.**

**Is Qualification of Bidders Information Included, per Term and Condition #10?** YES_____< INITIAL

**Is Information and Descriptive Literature Included, per Terms & Conditions #19 & #20?** YES_____< INITIAL

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
**(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, If bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

| FIRM NAME: **(Enter the entire legal name of the bidding entity)** | DATE: |
|---|---|
| *** SIGNATURE:** _____ | PRINT NAME:<br>PRINT TITLE: |
| ADDRESS: _____<br>CITY / STATE: _____ ZIP CODE: _____ | |
| TELEPHONE # ( )<br>TOLL FREE # ( ) | E-MAIL:<br>FAX #: ( ) |
| APPLICABLE LICENSE(S) NUMBER # _____ | TYPE: _____ |
| FEDERAL ID # _____ | |

## QUALIFICATIONS OF BIDDERS
## REFERENCES FOR SOLICITATION #13-012/CC

List references in accordance with qualifications of bidder, when applicable.

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (  ) _____ FAX NUMBER: (  ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

---

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (  ) _____ FAX NUMBER: (  ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

---

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (  ) _____ FAX NUMBER: (  ) _____ E-MAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

_____

_____

START DATE: _____ END DATE: _____

## STATEMENT OF NO BID
## BID #13-012/CC

## HEAVY EQUIPMENT RENTAL, WITH OPERATOR, TERM CONTRACT

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

____ Insufficient time to respond to the Invitation for Bid

____ We do not offer this product or an equivalent

____ Our product schedule would not permit us to perform

____ Unable to meet specifications

____ Unable to meet bond requirements

____ Specifications unclear (explain below)

____ Other (specify below)

REMARKS: _____

**CERTIFICATION OF BUSINESS LOCATION**
**BID #13-012/CC**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation that meets or exceeds the mandatory bid/proposal amount. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/proposer to provide the goods/services to be purchased, and will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

In instances where the bidder/proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/proposers for additional information related to this requirement after the bid/proposal due date.

I. Bidder/Proposer is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's/proposer's County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____.
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

_____ _____
(Signature) (Date)

## DRUG-FREE WORKPLACE CERTIFICATION
## BID #13-012/CC

**IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.**

**This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.**

**Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:**

**(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, 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 number (1).**

**(4) In the statement specified in number (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 conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, 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 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 workplace through implementation Section 287.087, Florida Statutes.**

**THIS CERTIFICATION is submitted by** _____ **the**
**(Individual's Name)**

_____ **of** _____
**(Title/Position with Company/Vendor)** **(Name of Company/Vendor)**

**who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.**

_____ _____
**Signature** **Date**

## SCHEDULE 1
## LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUMBITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

| Name, Address and Phone Number | (Check one or both Categories) M/WBE Minority Business | SBE Small Business | DOLLAR AMOUNT OR PERCNTAGE OF WORK Black | Hispanic | Women | Caucasian | Other (Please Specify) |
|---|---|---|---|---|---|---|---|
| 1. | ☐ | ☐ | | | | | |
| 2. | ☐ | ☐ | | | | | |
| 3. | ☐ | ☐ | | | | | |
| 4. | ☐ | ☐ | | | | | |
| 5. | ☐ | ☐ | | | | | |
| (Please use additional sheets if necessary) | | Total | | | | | |

Total Bid Price $ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge: _____
Signature and Title

Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

**OSBA SCHEDULE 2**
**LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

**This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.**

PROJECT NUMBER: _____ PROJECT NAME: _____

TO:

_____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

| Line Item/ Lot No. | Item Description | Qty/Units | Unit Price | Total Price/ Percentage |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

at the following price or percentage

_____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

**If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.**

**Price and/or Percentage** _____ / _____
**(Name of Subcontractor)**

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
Print name of Prime Contractor

By: _____
Signature

_____
Print name/title of person executing on behalf Prime Contractor

_____
Print name of SBE-M/WBE Subcontractor

By: _____
Signature

_____
Print name/title of person executing on behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: _____

**OSBA SCHEDULE 3**
**SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____ PROJECT#:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

**Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.**

| SBE-M/WBE SUBCONTRACTING INFORMATION | | | | | | | | SBE-M/WBE Category (check all applicable) | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Name of SBE-M/WBE Subcontractor | SBE-M/WBE Total Contract Amount | Approved Change Orders | Revised SBE-M/WBE Contract Amount | Amount drawn for SBE-M/WBE Sub This Period | Amount drawn for SBE-M/WBE Sub to Date | Amount Paid to Date for SBE-M/WBE Subcontractor | Actual Starting Date | Minority Business (√) | Small Business (√) | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

**NOTE:** **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

**Revised 9/7/2011**

## OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

**The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.**

**This is to certify that** _____ **received**
(SBE or M/WBE Subcontractor Name)

**(Monthly) or (Final) payment of $** ☐☐☐☐☐☐☐☐.☐☐

**On** ☐☐-☐☐-☐☐☐☐ **from** _____
MM DD YYYY (Prime Contractor Name)

**For labor and/or materials used on** _____ / _____
(Project Name) (Work Order)

**DEPT.:** ☐☐☐ **PROJECT NO.:** ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

**PRIME CONTRACTOR VENDOR CODE:** ☐☐☐☐☐☐☐☐☐☐☐☐

**SBE OR M/WBE SUBCONTRACTOR VENDOR CODE:** ☐☐☐☐☐☐☐☐☐☐☐☐

---

**If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:**

***Subcontractor Name:** _____ **Amount to be paid:** _____

***Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.**

---

**By:** _____ _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

**STATE OF FLORIDA**
**COUNTY OF** _____

**Sworn to and subscribed before me this** _____ **day of** _____, **20**_____

**By:** _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

**Personally Known** ____ **OR Produced Identification** ____ **Type of Identification** _____

PALM BEACH COUNTY PURCHASING DEPARTMENT
MASTER AGREEMENT COMMODITY LINES BY VENDOR REPORT

(MACOMMLINE)

CMA 680 13012 HEAVY EQUIPMENT RENTAL W/OPERATOR, PRIMARY (COUNTYWIDE) START DATE: 01-01-13 END DATE: 12-31-14

BUYER: Colleen Cardillo PHONE: 561-616-6839

| COMM LINE# | COMM CODE | CL DESCR / COMMODITY SPECIFICATIONS | UNIT OF MEASURE | UNIT PRICE | DISC % | VENDOR CODE | VENDOR LEGAL NAME |
|---|---|---|---|---|---|---|---|
| VENDOR LINE# 3 | | RIO-BAK CORPORATION RIOB0001 | | | | | |
| 5 | 97566 | Item #24 - Tractor, minimum 70HP, w/6' box blade for grading John Deere 5520 | HR | 50.00 | 0.00 | RIOB0001 | RIO-BAK CORPORATION |
| 6 | 97566 | Item #26 - Tub Grinder Diamond Z #1463 | HR | 275.00 | 0.00 | RIOB0001 | RIO-BAK CORPORATION |
| 7 | 97566 | Item #33 - Hydraulic Submersible Pump, 6" w/200' discharge (delivery/unload/pickup)(Equipment rental only) | HR | 42.00 | 0.00 | RIOB0001 | RIO-BAK CORPORATION |
| VENDOR LINE# 4 | | Palmwood Corporation, Inc PALM0103 | | | | | |
| 1 | 97566 | Item #6 - Truck Crane, 3/4 cu yd capacity Northwest, American (models 30T, 41, 4460 or 4210) | HR | 125.00 | 0.00 | PALM0103 | Palmwood Corporation, Inc |
| 2 | 97566 | Item #9 - Friction Lattice Boom Crane, 40 Ton American 4460 or Linkbelt LS108 | HR | 140.00 | 0.00 | PALM0103 | Palmwood Corporation, Inc |
| VENDOR LINE# 5 | | JOHN BROWN & SONS, INC. JOHN0198 | | | | | |
| 1 | 97566 | Item #25 - Hydraulic Excavator, min 175HP, with independently powered rotating drum type mulcher; Caterpillar 315C or Brown Brontosaurus Excavator w/mower | HR | 162.50 | 0.00 | JOHN0198 | JOHN BROWN & SONS, INC. |
| 2 | 97566 | Item #32 - Light Duty Track Loader w/drum shredder head attachment, max 100 HP, Min 5' cutting head widty, not to exceed 12,000 lbs.; Brown Brontosaurus or Caterpillar 299L Track Loader | HR | 100.00 | 0.00 | JOHN0198 | JOHN BROWN & SONS, INC. |
| VENDOR LINE# 6 | | Devland Site Inc. VC0000124684 | | | | | |
| 1 | 97566 | Item #1 - Tractor Bulldozer, 70-80 HP Komatsu D41 | HR | 58.50 | 0.00 | VC0000124684 | Devland Site Inc. |
| 2 | 97566 | Item #2 - Tractor Bulldozer, 115-125 HP Komatsu D51 | HR | 65.00 | 0.00 | VC0000124684 | Devland Site Inc. |
| VENDOR LINE# 7 | | Aquatic Plant Management, Inc. AQUA0029 | | | | | |
| 1 | 97566 | Item #29 - Heavy Duty Loader, w/drum shredder head attachment, min 300 HP, min 6' cutting head width, not to exceed 42,000 lbs.; Barko 930 w/Fecon Bullhog Mulcher | HR | 350.00 | 0.00 | AQUA0029 | Aquatic Plant Management, Inc. |
| 2 | 97566 | Item #30 - Medium Duty Loader, w/drum shredder head attachment, min 225 HP, min 6' cutting head width, not to exceed 35,000 lbs.; John Deere 643D w/Seppi Mulcher & 300 HP | HR | 250.00 | 0.00 | AQUA0029 | Aquatic Plant Management, Inc. |
| 3 | 97566 | Item #31 - Medium/Light Duty Skid Steer Loader, w/drum shredder head attachment, min 130 HP, min 4' cutting head width, not to exceed 15,000 lbs.; Sipertrack/Cat, SK-120, Rubbertrack w/boom, spade, bucket forks, fecon bullhog | HR | 150.00 | 0.00 | AQUA0029 | Aquatic Plant Management, Inc. |

BID RE-CAP SHEET

Form I

| BID #: 13-012/CC | TITLE: HEAVY EQUIPMENT RENTAL WITH OPERATOR, TERM CONTRACT |
|---|---|
| BUYER: COLLEEN CARDILLO | |

| ACTION | DATE | INITIALS | ACTION | DATE | INITIALS |
|---|---|---|---|---|---|
| BID OPENED | 11/01/12 | NG/CP | BID POSTED IN PURCHASING | | |
| POSTING APPROVED | | | POSTING REMOVED | | |
| COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET | | | COPY TO OSBA AND DEPARTMENT | | |

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

(1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS
(3) NO AWARD, NOT RESPONSIVE AND/OR RESPONSIBLE TO BID
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENTS FUNDING LIMITS

PREFERENCE CODES:
"GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
ALP≅ = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
ASBE≅ = SBE RANKING (10%)*
ANO LP≅ = MARTIN CO. – NO ALP≅ APPLIED

Item #1 - Tractor Bulldozer, 70-80 HP

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP≅, "GLP" AND/OR ASBE≅ |
|---|---|---|
| DEVLAND SITE, INC. | $ 58.50 | LP |
| EASTMAN AGGREGATE ENTERPRISES, LLC | $ 65.00* | SBE |
| RIO-BAK CORPORATION | $ 65.00* | SBE |
| PALMWOOD CORPORATION, INC. | $ 75.00 | SBE |
| TREECYCLE LAND CLEARING, INC. | $ 80.00 | SBE |
| AQUATIC PLANT MANAGEMENT, INC. | $124.75 | LP |
| RAM-TECH CONSTRUCTION, INC. | $187.25 | |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP≅, "GLP" AND/OR ASBE≅ | AWARD RECOMMENDATION AKEY≅ ONLY (SEE ABOVE) |
|---|---|---|---|
| DEVLAND SITE, INC. | $ 58.50 | LP | ( 1 ) P |
| EASTMAN AGGREGATE ENTERPRISES, LLC | $ 65.00 | SBE | ( 1 ) S |
| RIO-BAK CORPORATION | $ 65.00 | SBE | ( 2 ) |
| PALMWOOD CORPORATION, INC. | $ 75.00 | SBE | ( 4 ) |
| TREECYCLE LAND CLEARING, INC. | $ 80.00 | SBE | ( 4 ) |
| AQUATIC PLANT MANAGEMENT, INC. | $124.75 | LP | ( 4 ) |
| RAM-TECH CONSTRUCTION, INC. | $187.25 | | ( 4 ) |

Item #23 – Tri-Axle Dump Truck, 18 cu. yd.

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡ |
|---|---|---|
| RIO-BAK CORPORATION | $ 55.00* | SBE |
| EASTMAN AGGREGATE ENTERPRISES, LLC | $ 55.00* | SBE |
| DEVLAND SITE, INC. | $ 55.00 | LP |
| AUSTIN TUPLER TRUCKING, INC. | $ 65.00 | SBE |
| PALMWOOD CORPORATION, INC. | $ 85.00 | SBE |
| RAM-TECH CONSTRUCTION, INC. | $106.25 | |
| AQUATIC PLANT MANAGEMENT, INC. | $124.75 | |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡ | AWARD RECOMMENDATION AKEY≡ ONLY (SEE ABOVE) |
|---|---|---|---|
| RIO-BAK CORPORATION | $ 55.00 | SBE | ( 1 ) P |
| EASTMAN AGGREGATE ENTERPRISES, LLC | $ 55.00 | SBE | ( 1 ) S |
| DEVLAND SITE, INC. | $ 55.00 | LP | ( 2 ) |
| AUSTIN TUPLER TRUCKING, INC. | $ 65.00 | SBE | ( 4 ) |
| PALMWOOD CORPORATION, INC. | $ 85.00 | SBE | ( 4 ) |
| RAM-TECH CONSTRUCTION, INC. | $106.25 | | ( 4 ) |
| AQUATIC PLANT MANAGEMENT, INC. | $124.75 | | ( 4 ) |

Item #24 – Tractor, minimum 70 HP

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡ |
|---|---|---|
| RIO-BAK CORPORATION | $ 50.00 | SBE |
| DEVLAND SITE, INC. | $ 52.00 | LP |
| AQUATIC PLANT MANAGEMENT, INC. | $124.75 | |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP≡, "GLP" AND/OR ASBE≡ | AWARD RECOMMENDATION AKEY≡ ONLY (SEE ABOVE) |
|---|---|---|---|
| RIO-BAK CORPORATION | $ 50.00 | SBE | ( 1 ) P |
| DEVLAND SITE, INC. | $ 52.00 | LP | ( 1 ) S |
| AQUATIC PLANT MANAGEMENT, INC. | $124.75 | | ( 2 ) |

Item #25 – Hydraulic Excavator, minimum 175 HP

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ |
|---|---|---|
| JOHN BROWN AND SONS, INC. | $162.50 | |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ | AWARD RECOMMENDATION AKEY≤ ONLY (SEE ABOVE) |
|---|---|---|---|
| | $ | | ( 1 ) P |

**Item #26 – Tub Grinder**

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ |
|---|---|---|
| RIO-BAK CORPORATION | $275.00 | SBE |
| TREECYCLE LAND CLEARING, INC. | $310.00 | SBE |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ | AWARD RECOMMENDATION AKEY≤ ONLY (SEE ABOVE) |
|---|---|---|---|
| RIO-BAK CORPORATION | $275.00 | SBE | ( 1 ) P |
| TREECYCLE LAND CLEARING, INC. | $310.00 | SBE | ( 1 ) S |

**Item #27 – Articulated Off-Road Dump Truck, 4WD**

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ |
|---|---|---|
| EASTMAN AGGREGATE ENTERPRISES, LLC | $ 90.00 | SBE |
| RIO-BAK CORPORATION | $ 95.00 | SBE |
| TREECYCLE LAND CLEARING, INC. | $105.00 | SBE |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ | AWARD RECOMMENDATION AKEY≤ ONLY (SEE ABOVE) |
|---|---|---|---|
| EASTMAN AGGREGATE ENTERPRISES, LLC | $ 90.00 | SBE | ( 1 ) P |
| RIO-BAK CORPORATION | $ 95.00 | SBE | ( 1 ) S |
| TREECYCLE LAND CLEARING, INC. | $105.00 | SBE | ( 2 ) |

**Item #28 – Articulated Off-Road Dump Truck, 6WD**

STEP 1

| LIST BIDDERS FROM LOWEST TO HIGHEST | TOTAL OFFER AS BID | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ |
|---|---|---|
| DEVLAND SITE, INC. | $125.00 | LP |

STEP 2

| LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED | OFFER AFTER PREFERENCE HAS BEEN APPLIED | IF PREFERENCE NOTE: ALP≤, "GLP" AND/OR ASBE≤ | AWARD RECOMMENDATION AKEY≤ ONLY (SEE ABOVE) |
|---|---|---|---|
| EASTMAN AGGREGATE ENTERPRISES, LLC | $130.00 | SBE | ( 1 ) P |

# CONSENT AGENDA ITEM

# #4

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 26, 2015

RE: Award of Contract for
S.R. 429 from US 441 to North of Ponkan Road
Contract No. 001060; Project No. 429-202

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on March 26, 2015, for the referenced project. Bid results were as follows:

| | Bidder | Bid Amount |
|---|---|---|
| 1. | Prince Contracting, LLC | $56,152,429.00 |
| 2. | SEMA Construction, Inc. | $59,101,101.00 |
| 3. | Hubbard Construction Company | $60,695,116.26 |
| 4. | The Lane Construction Corporation | $60,894,738.94 |
| 5. | Superior Construction Company | $61,458,851.64 |
| 6. | Ranger Construction Industries | $64,083,005.56 |
| 7. | GLF Corporation | $64,470,362.39 |
| 8. | Southland Construction, Inc. | $65,535,936.34 |
| 9. | The deMoya Group | $69,708,015.83 |

The Engineer's Estimate for this project is $75,617,084.40

The Procurement Department has evaluated all bids and has determined the bid from Prince Contracting, LLC (Prince), to be responsible and responsive to the bidding requirements. Award of the contract to Prince in the amount of $56,152,429.00 is recommended contingent upon final execution of the contract by both parties.

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

# CONTRACT

This Contract No. 001060 (the "Contract"), made this 9th day of April, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and PRINCE CONTRACTING, LLC, 10210 Highland Manor Drive, Suite 110, Tampa, Florida 33610, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 429-202, S.R. 429 from US 441 to north of Ponkan Road, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 660 calendar days. The Contract Amount is $56,152,429.00. This Contract was awarded by the Authority's Board of Directors at its meeting on April 9, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

PRINCE CONTRACTING, LLC

By:_____

_____
Title

ATTEST: _____(Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

# CONSENT AGENDA ITEM

# #5

# 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: March 24, 2015

RE: Consent Agenda Item
Construction Contract Modifications

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

| Contract No. | Name | Contract Description | Original Contract Amount ($) | Previous Authorized Adjustments ($) | Requested ($) April 2015 | Total Amount ($) to Date* | Time Increase or Decrease |
|---|---|---|---|---|---|---|---|
| 417-304 | Southland Construction, Inc. | SR 417/Turnpike Interchange | 30,876,393.69 | 458,189.58 | (429,589.02) | 30,904,994.25 | + 50 |
| 417-110 | Masci General Contractor, Inc. | SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd. | 10,109,586.09 | 158,743.23 | 13,841.82 | 10,282,171.14 | 0 |
| | | | | **TOTAL** | **($415,747.20)** | | |

* Includes Requested Amount for current month.

BD/ek/cb

cc: Joe Berenis, P.E.

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

**Contract 417-304: SR 417 / Turnpike Interchange**
**Southland Construction, Inc.**
**SA 417-304-0415-005**

Adjust Pavement Structure over MSE Wall Moment Slabs (FTE Maintenance Areas)
This change is as requested by the Authority. The plans depicted limerock base for pavement structure in areas of MSE Wall moment slabs. Although that is consistent with CFX practices, the FTE prefers asphaltic concrete over moment slabs.

| | |
|---|---|
| ADD THE FOLLOWING ITEM: | |
| Asphalt Base over Moment Slabs – FTE Maint. Areas | $51,549.55 |
| DECREASE THE FOLLOWING ITEM: | |
| Base Group 01 (4" Limerock LBR 100) w/ Prime | ($16,466.76) |
| Sub-Total: Adjust Pavement Structure over MSE Wall Moment Slabs | $35,082.79 |

Adjust Limits of Friction
This change is as requested by the Authority. The plan friction limits provided friction course at locations of future ramp lanes and gores. Those areas were not subject to traffic, and therefore friction wasn't necessary.

| | |
|---|---|
| DECREASE THE FOLLOWING ITEMS: | |
| Asphalt Concrete FC (PI 22)(3/4")(FC-5)(PG 76-22)(0.75") | ($17,577.83) |
| Asphalt Concrete FC (PI 22T)(3/4")(FC-5)(PG 76-22)(0.75") | ($29,889.04) |
| | ($47,466.87) |

Existing Piling at Orange Ave.
This change is as requested by the Authority. The plans depict splicing to existing piling for portions of the substructure of Ramp C1 and Ramp C2 bridge structures over Orange Ave. Upon exposing the top of the existing pile, it became apparent the pile conditions required review to mark location of cutoff. Portions of the pile were damaged and required removal, to then be replaced by a new pile splice. This is for settlement of costs for the unforeseen additional and out of sequence work to expose the existing pile for the Engineer's review.

| | |
|---|---|
| ADD THE FOLLOWING ITEM: | |
| Existing Piling at Orange Ave. | $25,058.20 |

Tentative Final Quantities for Pay Items of Work to Date
This is as requested by the Authority. This adjusts pay items contract quantities to reflect the actual authorized quantities to date under the contract.

| | |
|---|---|
| ADD THE FOLLOWING ITEMS: | |
| Base Group 01 (4" Limerock LBR 100) (105% Thick Adj.) | $4,294.44 |
| Base Group 09 (10" Limerock LBR 100) (105% Thick Adj.) | $11,409.42 |
| Base Group 11 (12" Limerock LBR 100) (105% Thick Adj.) | $4,000.20 |
| SP Asphalt Concrete (A) (1.5" Thick) – CPF Adjustment | ($109.03) |
| SP Asphalt Concrete (B) (1.5" Thick) – CPF Adjustment | ($459.34) |
| SP Asphalt Concrete (C) (1.5" Thick) – CPF Adjustment | $1,589.94 |
| SP Asphalt (B) (PG 76-22) (1", 2.5" & 3.0" Thick) – CPF Adj. | $8,893.85 |
| SP Asphalt (C) (PG 76-22) (1.5", 5.0" Thick) – CPF Adj. | $6,987.70 |
| SP Asphalt Concrete (D) (PG 76-22) (6" Thick) – CPF Adj. | ($1,430.93) |

| | |
|---|---|
| Asphalt Concrete FC (3/4") (FC-5) (PG 76-22) – CPF Adj. | ($11,968.53) |
| | $23,207.72 |

INCREASE THE FOLLOWING ITEMS:

| | |
|---|---|
| Barrier Wall (Temporary) (F&I) (Type K) | $250.83 |
| Removal of Existing Concrete Pavement | $1,602.41 |
| Embankment | $16,456.44 |
| Base Group 09 (10" Limerock LBR 100) w/ Prime | $33,384.56 |
| Superpave Asphaltic Concrete (B) (1.5" Thick) | $31,441.16 |
| Superpave Asphaltic Concrete (C) (1.5" Thick) | $66,751.25 |
| Superpave Asphaltic Concrete (B) (PG 76-22) (1", 2.5" & 3.0") | $25,956.87 |
| Class II Concrete (Culverts) | $3,928.26 |
| Cleaning & Coating Concrete Surfaces | $9,334.00 |
| Reinforcing Steel (Superstructure) | $1,678.35 |
| Reinforcing Steel (Miscellaneous) | $1,648.36 |
| Desilt Pipe (0" to 24") | $159.75 |
| Desilt Pipe (25" to 36") | $2,620.80 |
| Desilting Concrete Box Culvert | $140.68 |
| Prestressed Concrete Piling (18" Sq) | $11,149.08 |
| Shoulder Gutter, Concrete | $446.59 |
| Guardrail Anchorage – Concrete Barrier Assembly | $3,634.30 |
| Fence Gate, Type B, Double, 18.1-20.0' Opening | $2,915.96 |
| Jack and Bore (24" to <36") | $2,648.64 |
| Temporary Fiber Optic Cable (72-Strand Fiber) (F&I) | $2,106.72 |
| Existing Fiber Optic Splice Enclosure Re-Entry | $554.65 |
| Temporary Fiber Optic Fusion Splice | $6,014.88 |
| Fiber Optic Conduit (2~1" HDPE/SDR 11) (Trench or Plow) | $1,508.70 |
| Temp FO Conduit, 4" BSP w/ 2~1" HDPE/SDR II (Direct Bore) | $279.84 |
| Fiber Optic Conduit, 6" PVC w/ 9~1" HDPE/SDR II (Direct Bore) | $551.33 |
| Electrical Power (F&I) (Service Wire) (#6 AWG) | $750.78 |
| Multi-Post Sign, Relocate | $1,894.69 |
| Multi-Post Sign, Remove | $2,034.96 |
| Delineator, Flexible Tubular | $223.80 |
| 3M Linear Delineation System, Series 340 | $609.62 |
| Preformed Tape, High Performance, White, Solid, 12" | $108.03 |
| Preformed Tape, High Performance, White, Solid, 18" | $1,766.60 |
| Lighting Conductors (F&I) (#8 to #6) | $6,578.82 |
| Conductors (F&I) (Insulated) (#6) | $201.39 |
| Lighting Conduit (F&I) (Underground) | $6,603.99 |
| Conduit (F&I) (Underground) (2" Sch 40 PVC) | $503.36 |
| Pole Cable Distribution System (Conventional) | $1,614.02 |
| Light Pole, Special, F&I, Single, Wall Mount, Alum., 45' | $2,527.68 |
| ITS FO Cable (F&I) (UG) (12 Strand) (Single Mode) | $126.28 |
| ITS Conduit (F&I) (Above Ground) | $67.20 |
| ITS Conduit (F&I) (Underground) | $14,131.25 |
| ITS Pull & Junction Box (F&I) (Electric) | $1,060.43 |
| ITS Multi-Conductor Com. Cable (Relocate) | $401.50 |
| Tubular Route Markers | $180.68 |
| | $268,549.49 |

DECREASE THE FOLLOWING ITEMS:

| | |
|---|---|
| MOT for Roadway Repair Contingency | ($3,903.50) |
| Type B Stabilization, LBR 40 (12" Thick) | ($7,204.40) |
| Subsoil Excavation | ($15,869.05) |
| Base Group 01 (4" Limerock LBR 100) w/ Prime | ($1,485.99) |
| Base Group 06 (8" Limerock LBR 100) w/ Prime | ($6,424.05) |
| Base Group 11 (12" Limerock LBR 100) w/ Prime | ($31,374.45) |
| Milling Existing Asphalt Pavement (1 ½" Avg Depth) | ($9,484.62) |
| Milling Existing Asphalt Pavement (2 ¼" Avg Depth) | ($23,627.71) |
| Superpave Asphalt Concrete (A) (1.5" Thick) | ($7,064.82) |
| SP Asphalt Concrete (C) (PG 76-22) (1.5", 5.0" & Overbuild) | ($239,027.60) |
| SP Asphalt Concrete (D) (PG 76-22) (6" Thick) | ($49,532.05) |
| Roadway Repair Contingency | ($7,379.00) |
| Desilt Pipe (37" to 48") | ($1,643.28) |
| Video Tape Existing Drainage Structures | ($4,435.47) |
| Shoulder Concrete Barrier Wall, Rigid Shoulder | ($60,832.10) |
| Rip Rap Rubble (Bank and Shore) | ($141,484.77) |
| Guardrail – Roadway | ($23,530.56) |
| Guardrail Roadway, Double Face | ($1,618.50) |
| Guardrail Rub Rail, Double Sided | ($1,003.50) |
| Guardrail Removal | ($366.36) |
| Guardrail End Anchorage Assembly (Type II) | ($1,087.08) |
| Fencing (Type B) (0.5-5.0') w/ Vinyl Coating | ($408.54) |
| Directional Bore (<6") | ($6,618.99) |
| Directional Bore (6" to <12") | ($12,778.60) |
| Jack and Bore (36" to <48") | ($3,672.08) |
| Fence Gate (Type B) (Slide/Cant.) (18-20' Opening) | ($8,099.88) |
| Fiber Optic Cable (12 Strand Fiber) (F&I) | ($1,555.02) |
| Fiber Optic Cable (72 Strand Fiber) (F&I) | ($8,757.10) |
| Fiber Optic Splice Enclosure (72 Splice) (F&I) | ($835.25) |
| Fiber Optic Fusion Splice | ($3,842.84) |
| Pull Box (F&I) | ($1,519.02) |
| Small Fiber Optic Pull Box (F&I) | ($5,193.21) |
| Fiber Optic (9-1" HDPE/SDR 11) (Trench or Plow) | ($1,960.98) |
| Fiber Optic Conduit 6" BSP w/ 9~1" HDPE/SDR II (Direct Bore) | ($1,158.62) |
| Fiber Optic 6" Split BSP Sleeve (Trench or Plow) | ($244.70) |
| Fiber Optic Conduit, 6" PVC 2~1" HDPE/SDR 11 (Direct Bore) | ($11,225.95) |
| Single Post Sign, F&I, 12-20 SF | ($1,113.95) |
| Preformed Tape, High Performance, White, Solid, 8" | ($52.42) |
| Preformed Tape, High Performance, White, Skip, 12" | ($217.44) |
| Preformed Tape, High Performance, Yellow, Solid, 6" | ($1,465.23) |
| Preformed Tape, High Performance, White/Black Contrast, Solid, 9" | ($3,487.74) |
| Preformed Tape, High Performance, White/Black Contrast,Skip, 9" | ($128.04) |
| Lighting Conductors (F&I) (#8 to #6) | ($2,821.63) |
| Conductors (F&I) (Insulated) (#2) | ($587.25) |
| Lighting Conduit (F&I) (Surface Mount) | ($1,210.55) |
| Lighting – Pull Box (F&I) (Roadside-Moulded) | ($1,498.26) |
| Pole Cable Distribution System (Wall Mount) | ($254.77) |
| Light Pole Comp., Sp., Des., F&I, Pole Top Mount, Alum., 45' | ($5,691.52) |
| ITS Fiber Cable (F&I) (UG) (96 Strand) (Single Mode) | ($1,055.64) |
| ITS Fiber Optic Conduit (Install) (Splice) | ($167.08) |
| ITS Fiber Optic Conduit (Install) (Termination) | ($1,252.80) |

| | |
|---|---|
| ITS Fiber Optic Conduit Hardware (F&I) (Splice Tray) | ($705.00) |
| ITS Fiber Optic Conduit Hardware (F&I) (Buffer Tube Fan Out Kit) | ($61.39) |
| Allowance for Disputes Review Board | ($6,000.00) |
| | ($734,020.35) |
| Sub-Total: Tentative Final Quantities for Pay Items of Work | ($442,263.14) |

Time Increase

This change is as requested by the Authority. A substantial portion of the 417-304 Project is on right-of-way owned by the Florida Turnpike Enterprise; and as such CFX is allowed to construct those portions by permit with FTE. The FTE advanced their Phase 2 portion of the interchange and began construction October 27, 2014. Prior to that project beginning, the Authority anticipated the need to extend project time to accommodate the additional coordination necessary due to the overlap of the two projects for this interchange. At this time, the Authority considers the 50 day non-compensable time extension; and zero lag between Substantial and Final Completion to be sufficient to complete the work required of the Project.

| | |
|---|---|
| Increase Contract Time by 50 Non-Compensable Calendar Days | $0.00 |

| | |
|---|---|
| **TOTAL AMOUNT FOR PROJECT 417-304** | **($429,589.02)** |

**Contract 417-110: SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd.**
**Masci General Contractor, Inc.**
**SA 417-110-0415-004**

Quantity Adjustments for Completed Pay Items

The Authority wishes to adjust quantities for completed pay items in the Contract. This will adjust these Contract quantities to reflect the actual authorized quantities under the Contract.

| | |
|---|---|
| INCREASE THE FOLLOWING ITEMS: | |
| Milling Existing Asphalt Pavement 3 ¾" Average Depth | $3,359.73 |
| Miscellaneous Asphalt Pavement | $3,523.95 |
| Concrete Class IV, Substructure | $13,141.20 |
| Reinforcing Steel, Substructure | $2,994.80 |
| Concrete Traffic Railing Barrier | $6,730.50 |
| Guardrail Removal | $1,199.40 |
| Light Pole Complete, Remove | $2,375.00 |
| | $33,324.58 |

FC-12.5 on Ramp A and Ramp H

The Authority wishes to utilize close graded friction course (FC-12.5) on the NB on-ramp (Ramp A) from Curry Ford Rd. to SR 417 and the SB off-ramp (Ramp H) from SR 417 to Curry Ford Rd. in lieu of the open graded friction course (FC-5) that is called for in the plans. These ramps experience heavy traffic loads and open graded friction course does not perform well under the forces caused by the stop-and-go nature of the traffic flow on these ramps. The current FC-5 friction course on these ramps (Ramp H in particular) has deteriorated over time in several locations and has been patched or repaired multiple times. Utilizing closed graded friction course in lieu of open graded friction course on ramps is consistent with best construction practice implemented by the Authority system-wide.

| | |
|---|---|
| ADD THE FOLLOWING ITEM: | |
| Asphaltic Friction Course, FC-12.5 | $61,794.30 |
| DECREASE THE FOLLOWING ITEMS: | |
| Superpave Asphaltic Concrete, Traffic C | ($43,646.07) |
| Asphaltic Friction Course, FC-5 | ($26,753.74) |
| | ($70,399.81) |
| Sub-Total: FC-12.5 on Ramp A and Ramp H | ($8,605.51) |

Fuel and Bituminous Price Index Adjustments

The Contract contains provisions for Fuel and Bituminous Price Index adjustments. In accordance with the contract specifications, the Engineer has calculated adjustments for the period of March 2014 through January 2015. During this period of time $8,413,636.97 of construction was performed/produced. Adjustments were made only if current month Fuel/Bituminous Price is greater or less than 5% of Bid/Base Fuel/Bituminous Price.

| | |
|---|---|
| ADD THE FOLLOWING ITEMS: | |
| Fuel Price Adj. 10/13 Gas Base Price = 2.6418; Diesel Base Price = 3.0811 | |
| April 2014 (Gas Price = 2.9960; Diesel Price = 3.2251) | $401.81 |
| May 2014 (Gas Price = 2.9228; Diesel Price = 3.1818) | $188.73 |
| June 2014 (Gas Price = 2.8927; Diesel Price = 3.0632) | $117.99 |
| July 2014 (Gas Price = 2.8739; Diesel Price = 3.052) | $55.00 |
| Oct. 2014 (Gas Price = 2.5318; Diesel Price = 2.7833) | ($1,886.06) |
| Nov. 2014 (Gas Price = 2.1706; Diesel Price = 2.6474) | ($2,904.93) |

| | |
|---|---|
| Dec. 2014 (Gas Price = 1.9837; Diesel Price = 2.4271) | ($2,887.19) |
| Jan. 2015 (Gas Price = 1.5127; Diesel Price = 1.9318) | ($12,833.36) |
| | ($19,748.01) |
| Bit. Price Adj. 10/13 Asphalt Cement Base Price = 2.3595; Polymer Base Price = 3.0709 | |
| Sept. 2014 (AC Price = 2.6021; Polymer Price = 3.2718) | $8,273.15 |
| Oct. 2014 (AC Price = 2.5888; Polymer Price = 3.2575) | $546.90 |
| Nov. 2014 (AC Price = 2.4871; Polymer Price = 3.1579) | $50.71 |
| | $8,870.76 |
| Sub-Total: Fuel and Bituminous Price Index Adjustments | ($10,877.25) |
| **TOTAL AMOUNT FOR PROJECT 417-110** | **$13,841.82** |

# CONSENT AGENDA ITEM

# #6

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Renewal of Contract No. 000689 with
Infrastructure Corporation of America for
S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services

Board approval is requested for the first renewal of the referenced contract with Infrastructure Corporation of America (ICA) for a one year period, beginning July 1, 2015, in the amount of $1,950,471.24. Under this renewal ICA will continue to provide routine maintenance of and administration and management services related to roadway and bridges along S.R. 429 and S.R. 414. The terms and conditions of the original Contract will remain unchanged.

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000689

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 9th day of April, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Infrastructure Corporation of America, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 1, 2010, whereby the Authority retained the Contractor to perform roadway and bridge maintenance services on S.R. 429 and S.R. 414; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2015 and ending the 30th day of June, 2016 at the cost of $1,950,471.24, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 30, 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 amended In 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.

INFRASTRUCTURE CORPORATION OF AMERICA

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

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

**Infrastructure Corporation of America (ICA)**
**Roadway and Bridge Maintenance Services for SR 429, 414 and 451**
**Contract 000689, Renewal No. 1**

**Total Amount:** **$1,950,471.24**
**Period:** **July 1, 2015 – June 30, 2016**

**Renewal No. 1 Cost Breakdown**

Original Contract: $7,996,000.00; Cost per Year: $1,599,200.00 (Approval: July 1, 2010)

The Highway Maintenance Contractor shall perform maintenance of and administration and management services related to roadway (including out parcels) and bridges along SR 429 between Seidel Road and US 441, and along SR 414 between SR 429 and US 441 in Orange County, Florida. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth in the specifications. Duration: 5 Years w/ 5 - 1 Year Renewals

Supplemental Agreement No. 1: ($69,149.88) No Scope Change

Supplemental Agreement No. 2: $809,766.08 (Approval: April 24, 2013)

The Authority requested the Contractor to Perform additional roadway and bridge maintenance for the new SR 429 extension from US 441 to the SR 414 interchange, and modifications associated with the extension, to the end of the Contract term in accordance with the Scope of Services. Total cost for 29 months of service. There was no increase in Contract time.

Supplemental Agreement No. 3: $49,936.50 (Approval: June 9, 2014)

The Authority elected to switch the mowing required in the immediate vicinity of ramp toll plazas and various landscape features from the Landscape Maintenance Contracts and include it in the associated Asset Maintenance Contract. This additional work represents multiple small locations totaling 16.87 acres, over a period of 37 months. There was no increase in Contract time.

| | | Original Cost | SA 2 Cost/Yr. | SA 3 Cost/Yr. | **Total Renewal No. 1** |
|---|---|---|---|---|---|
| Jul-15 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Aug-15 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Sep-15 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Oct-15 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Nov-15 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Dec-15 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Jan-16 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Feb-16 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Mar-16 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Apr-16 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| May-16 | 0.085 | $ 135,932.00 | $ 28,481.43 | $ 1,376.63 | **$ 165,790.06** |
| Jun-16 | 0.065 | $ 103,948.00 | $ 21,779.89 | $ 1,052.69 | **$ 126,780.58** |
| | | $ 1,599,200.00 | $ 335,075.62 | $ 16,195.62 | **$ 1,950,471.24** |

**Scope Language Additions/Amendments**

Add to end of Para 2.5 page SS-2 of the Scope of Work

Upon receipt of FDOT D-5/Authority issued work orders, the Contractor shall complete the work identified, sign and date the completed work order form and return the document to FDOT D-5 and Authority/CFX manager in the timeframe established by the Priority of the work order. Priority 1 work orders are to be returned within 60 days of the issue date of the work order, Priority 2 and 3 work orders within 180 days of the issue date and Priority 4 work orders within 2 years of date of issue.

Add to Para 5.8.2 page SS-16 at the end of the 3rd paragraph

If any characteristic rating falls below the 80% target score AND has less than a sample size of 10 inspection points, the Authority will sample additional points to have a total of 10 sample points for that characteristic to determine the characteristic score.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services
Contract No. 000689
Supplemental Agreement No. 3

This Supplemental Agreement No. 3 entered into this 9th day of June, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2010, for roadway and bridge maintenance services pertaining to S.R. 429 and S.R. 414.

1. The Authority wishes to add 16.87 acres to the area to be mowed by the Contractor. This acreage is located in the immediate vicinity of ramp toll plazas and shall be mowed by the Contractor until the completion of the initial Contract term for an increase in the Contract amount of $49,936.50, as detailed in the attached Exhibit A, with no increase in Contract time.

2. The Authority is deducting the amount of $32,660.83 from the Contract amount. This amount represents the balance due the Authority because the "annual" calculated retainage is more than the retainage being held by the Authority based on the maintenance rating program score as detailed in Article 5.8, Evaluation and Acceptance of Work, in the Scope of Services.

3. The Contractor hereby agrees to the above changes.

4. The Authority and Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services

Contract No. 000689

Supplemental Agreement No. 3

Amount of Changes to this document: $17,275.67

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

**"Authority":**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

By: _____
Director of Procurement

Date: 7/15/14

**"Contractor":**
**INFRASTRUCTURE CORPORATION OF AMERICA**

By: _____

Print Name: Brad Winstead

Title: VP Finance

Attest: _____ (Seal)

Date: 07/08/2014

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

RECEIVED
CONTRACTS DEPT
7/16/14
SIGNATURE / DATE

"Surety"

The Hanover Insurance Company

By: Pamela Pratt

Title: Pamela Pratt, Attorney-In-Fact

Attest: _____ (Seal)

Ethan Summers, Witness

Date: 7/10/2014

**POWER OF ATTORNEY SHOWING AUTHORITY OF SURETY'S AGENT OR ATTORNEY -IN-FACT MUST BE ATTACHED TO THIS SUPPLEMENTAL AGREEMENT.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

*POWERS OF ATTORNEY*
*CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Robert H. Bond, Pamela Pratt, Irma Estes and/or Richard M. Miller, Jr.**

of **Nashville, TN** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **16th** day of **February 2012.**

**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this **16th** day of **February 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of July 2014.

**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

Glenn Margosian, Vice President

**********DO NOT WRITE BELOW THIS LINE**********

The "ISSUANCE" accumulative total for items B, C and E are compiled from the sum of all Change Orders and Supplemental Agreements executed or in progress at time of issuance. The "EXECUTION" accumulative totals will reflect the chronological placement of this Supplemental Agreement No. 3 at the time of execution by the Authority. A completed original will be forwarded to all parties hereto.

| FOR AUTHORITY USE ONLY | | ISSUANCE | EXECUTION |
|---|---|---|---|
| A. | Net Amount of Changes in this document: | $ 17,275.67 | $ |
| B. | Amount of Changes previously ordered: | $ 740,616.20 | $ |
| C. | Net Amount of Changes to date: | $ 757,891.87 | $ |
| D. | Original Contract Amount: | $ 7,996,000.00 | $ |
| E. | Revised Contract Amount: | $ 8,753,891.87 | $ |

# Exhibit A

Landscape Maintenance Roadside / Slope Mowing , Fertilization Transferred to Asset Management

Prepared: BVD 5/14/14

The following is a description of the Roadside and Slope Mowing tasks and costs that were removed from the OOCEA Landscape Maintenance Services contracts and subsequently assigned to the OOCEA Asset Management contracts

S.R. 528, S.R. 429 transferred to Asset Management on 6/1/2012
S.R. 408, S.R. 417 transferred to Asset Management on 6/1/2012

| | S.R. 408 | S.R. 417 | S.R. 528 | S.R. 429 |
|---|---|---|---|---|
| Roadside / Tollbooth Mowing (14 Cycles / Yr) (Mowing, Edging, Trimming) | | | | |
| Acres | 51.49 | 27.32 | 46.83 | 16.41 |
| Cost / Acre | $ 70.00 | $ 70.00 | $ 70.00 | $ 70.00 |
| Cost / Cycle | $ 3,604.30 | $ 1,912.40 | $ 3,278.10 | $ 1,148.70 |
| Cost / Year | $ 50,460.20 | $ 26,773.60 | $45,893.40 | $ 16,081.80 |
| Slope Mowing (9 Cycles / Yr) (Mowing, Edging, Trimming) | | | | |
| Acres | 22.22 | 8.06 | 13.66 | 0.46 |
| Cost / Acre | $ 85.00 | $ 85.00 | $ 85.00 | $ 85.00 |
| Cost / Cycle | $ 1,888.70 | $ 685.10 | $ 1,161.10 | $ 39.10 |
| Cost / Year | $ 16,998.30 | $ 6,165.90 | $10,449.90 | $ 351.90 |
| Litter Pick Up (14 Cycles/yr) | | | | |
| Acres | 73.71 | 35.38 | 60.49 | 16.87 |
| Cost / Acre | $ 8.30 | $ 8.30 | $ 8.30 | $ 8.30 |
| Cost / Cycle | $ 611.79 | $ 293.65 | $ 502.07 | $ 140.02 |
| Cost / Year | $ 8,565.10 | $ 4,111.16 | $ 7,028.94 | $ 1,960.29 |
| Contractor | Commercial | Commercial | Vila & Son | Vila & Son |
| Roadway Total / Yr | $ 76,023.60 | $ 37,050.66 | $63,372.24 | $ 18,393.99 |

| | | | | | | |
|---|---|---|---|---|---|---|
| JCS 49 mo | $ 720,489.86 | | | ICA 37 mo | $56,714.81 | |
| | $ 144,097.97 | | | | $11,342.96 | |
| | $ 864,587.83 | 169.58 ac | | | $68,057.78 | $ 932,645.61 |
| 19 mo | $ 279,373.62 | | | | | |
| | $ 55,874.72 | | | | | |
| | $ 335,248.34 | | | | | |
| Negotiated Amt= | $ 634,379.98 | 73% factor | Factored Amount= | | $ 49,936.50 | $ 684,316.48 Total Cost Moving forward |

$ 1,105,356.96 Total Cost Previously for same period

38% Savings

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

July 15, 2014

Mr. Troy Dover
Infrastructure Corporation of America
750 Old Hickory Boulevard, Building 1, Suite 200
Brentwood, Tennessee 37027

Re: Supplemental Agreement No. 3
S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services
Contract No. 000689

Dear Mr. Dover:

Attached for your file are two (2) fully executed copies of the referenced supplemental agreement. If you have any questions you can contact me at 407-690-5371.

Sincerely,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

Attachments

cc: B. Dreiling, CFX

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services
Contract No. 000689
Supplemental Agreement No. 2

This Supplemental Agreement No. 2 entered into this 24th day of April, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2010, for roadway and bridge maintenance services pertaining to S.R. 429 and S.R. 414.

1. The Authority desires the Contractor to perform additional roadway and bridge maintenance for the new S.R. 429 extension from US 441 to the S.R. 414 interchange, and modifications associated with the extension, to the end of the Contract term in accordance with the Scope of Services. The Contractor shall continue to perform roadway and bridge maintenance on the old S.R. 429 from US 441 to S.R. 414 now identified as S.R. 451.

2. The Contractor hereby agrees to perform the additional roadway and bridge maintenance for the new S.R. 429 extension, and modifications associated with it, to the end of the Contract term, for an increase in the Contract amount of $809,766.08, per the attached Exhibit A, and no increase in the Contract time. The Contractor hereby agrees to continue to perform roadway and bridge maintenance on S.R. 451 at no increase in the Contract amount or Contract time.

3. The Authority and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

CONTRACTOR
5/20/13
SIGNATURE DATE

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services

Contract No. 000689

Supplemental Agreement No.2

Amount of Changes to this document: $809,766.08

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

**"Authority":**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

By: _____
Director of Procurement

Date: 5/20/13

REVIEWED AND APPROVED
BY LEGAL _____

**"Contractor":**

**INFRASTRUCTURE CORPORATION OF AMERICA**

By: _____

Title: Vice President

Attest: _____ (Seal)

Date: 5/14/13

"Surety"

The Hanover Insurance Company

By: Pamela Pratt

Title: Pamela Pratt, Attorney-In-Fact

Attest: Irma Estes, Witness Irma Estes (Seal)

Date: 5/7/2013

**POWER OF ATTORNEY SHOWING AUTHORITY OF SURETY'S AGENT OR ATTORNEY -IN-FACT MUST BE ATTACHED TO THIS SUPPLEMENTAL AGREEMENT.**

**********DO NOT WRITE BELOW THIS LINE**********

The "ISSUANCE" accumulative total for items B, C and E are compiled from the sum of all Change Orders and Supplemental Agreements executed or in progress at time of issuance. The "EXECUTION" accumulative totals will reflect the chronological placement of this Supplemental Agreement No. 2 at the time of execution by the Authority. A completed original will be forwarded to all parties hereto.

| FOR AUTHORITY USE ONLY | | ISSUANCE | EXECUTION |
|---|---|---|---|
| A. | Net Amount of Changes in this document: | $ 809,766.08 | $ _____ |
| B. | Amount of Changes previously ordered: | $ (69,149.88) | $ _____ |
| C. | Net Amount of Changes to date: | $ 740,616.20 | $ _____ |
| D. | Original Contract Amount: | $ 7,996,000.00 | $ _____ |
| E. | Revised Contract Amount: | $ 8,736,616.20 | $ _____ |

# Price analysis for additional maintenance on SR429

| Price/mile/5 years | years | Price/mile/year | Additional Miles | Additional Price/year | Additional Price/month |
|---|---|---|---|---|---|
| $288,123 | 5 | $57,624.60 | 4.49 | **$258,734.45** | $21,561.20 |

| Initial Acres | Initial Miles | Acres/Mile |
|---|---|---|
| 928.92 | 22.023 | 42.18 |

| Additional Acres Included | Actual Miles | Acres/Mile |
|---|---|---|
| 1118.31 | 26.513 | 42.18 |

| Acres Included | Actual Additional Acres |
|---|---|
| 189.39 | 332.4 |

| Acreage Difference | Cycles/Year | Acres/Year | Cost/Acre | Cost/Year | Cost/Month + 14% margin |
|---|---|---|---|---|---|
| 143 | 14.00 | 2002.19 | **$21.99** | **$44,028.25** | $4,182.68 |

**Maintenance provided from Oct/2012 - Jan/2013**

| **Miles** | **Months** | **Cost/Mile/Month** | **Total** | Cost/Month (Prorated in 29 months) |
|---|---|---|---|---|
| 0.25 | 4.00 | $4,802.05 | **$4,802.05** | **$165.59** |

**Additional Fertilizer in 29 months**

| Acres | Cycles | Tons/Acre | Cost/Ton | Cost/Month (29 months) + 14% margin |
|---|---|---|---|---|
| 143 | 5 | 0.145 | $494 | **$2,013.49** |

| | | |
|---|---|---|
| **Total Additional Cost/month** | **$27,922.97** | $809,766.08 |

Exhibit A

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

*POWERS OF ATTORNEY*
*CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Robert H. Bond, Pamela Pratt, Irma Estes and/or Richard M. Miller, Jr.**

of **Nashville, TN** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **16th** day of **February 2012**.

**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this **16th** day of **February 2012** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of May 2013.

**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

Glenn Margosian, Vice President

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

May 21, 2013

Mr. Troy Dover
Infrastructure Corporation of America
5110 Maryland Way, Suite 280
Brentwood, Tennessee 37027

Re: Supplemental Agreement No. 2
S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services
Contract No. 000689

Dear Mr. Dover:

Attached for your file are two (2) fully executed copies of the referenced supplemental agreement. If you have any questions you can contact me at 407-690-5371.

Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

Attachments

cc: B. Dreiling, OOCEA

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. *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:** April 9, 2013

**RE:** Approval of Supplemental Agreement No. 2
S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services
Contract No. 000689

Board approval is requested for the referenced supplemental agreement with Infrastructure Corporation of America (ICA), in the amount of $809,766.08 to provide additional services to the expiration of the contract on June 30, 2015. The additional services include roadway and bridge maintenance for the new S.R. 429 extension and modifications associated with the extension.

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

| | |
|---|---|
| Original Contract Amount | $7,996,000.00 |
| Supplemental Agreement No. 1 | $ (69,149.88) |
| Amount of Requested Authorized Adjustment | $ 809,766.08 |
| Total Revised Contract Amount | $8,736,616.20 |

cc: Max Crumit, Executive Director
Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Administration
Ben Dreiling, Director of Construction and Maintenance
Contract File
Consent Agenda 4/13

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. *Executive Director*

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services
Contract No. 000689
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 29th day of October, 2010, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and INFRASTRUCTURE CORPORATION OF AMERICA, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2010, for roadway and bridge maintenance services pertaining to S.R. 429 and S.R. 414.

1. Due to new roadway construction along a portion of S.R. 429 between milepost 29 and 31 (2 centerline miles), the Authority is invoking the provisions of Article 5.6, Suspension of Work, in the Scope of Services by reducing the roadway maintenance activities in the construction area defined above. The reductions will be in effect retroactive to October 1, 2010 and ending April 30, 2012 (the suspension period). The only maintenance activities that shall be performed by the Contractor in the designated areas during the suspension period are litter removal, herbicide applications and emergency response.

2. The cost per centerline mile per month to perform the reduced maintenance services as specified shall be $2,881.23 based on the cost shown on the Price Proposal. The total cost to perform the reduced services during the suspension period shall be $103,724.28, based on two (2) centerline miles, resulting in a total reduction in the Contract amount of $69,149.88 during the suspension period. This amount is calculated as follows:

| | |
|---|---|
| Full maintenance cost (2 centerline miles for 18 months) | $172,874.16 |
| Reduced maintenance cost as shown above | $103,724.28 |
| Total reduction in Contract amount | $ 69,149.88 |

3. The Contractor hereby agrees to the maintenance reductions and the reduced cost during the suspension period.

4. The Authority and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services

Contract No. 000689

Supplemental Agreement No.1

Amount of Changes to this document: $(69,149.88)

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

**"Authority":**

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

By: _____
Director of Procurement

Date: 12/20/10

**"Contractor":**

**INFRASTRUCTURE CORPORATION OF AMERICA**

By: _____

Title: VP Ops & Mkt

Attest: _____ (Seal)

Date: 12/16/10

"Surety"

THE HANOVER INSURANCE COMPANY

By: Bettye J. Brown

Bettye J. Brown

Title: Attorney-In-Fact

Attest: Donna Bell (Seal)

Donna Bell, Witness

Date: December 9, 2010

**POWER OF ATTORNEY SHOWING AUTHORITY OF SURETY'S AGENT OR ATTORNEY -IN-FACT MUST BE ATTACHED TO THIS SUPPLEMENTAL AGREEMENT.**

**********DO NOT WRITE BELOW THIS LINE**********

The "ISSUANCE" accumulative total for items B, C and E are compiled from the sum of all Change Orders and Supplemental Agreements executed or in progress at time of issuance. The "EXECUTION" accumulative totals will reflect the chronological placement of this Supplemental Agreement No. 1 at the time of execution by the Authority. A completed original will be forwarded to all parties hereto.

| FOR AUTHORITY USE ONLY | | ISSUANCE | EXECUTION |
|---|---|---|---|
| A. | Net Amount of Changes in this document: | $ (69,149.88) | $ |
| B. | Amount of Changes previously ordered: | $ 0.00 | $ |
| C. | Net Amount of Changes to date: | $ (69,149.88) | $ |
| D. | Original Contract Amount: | $ 7,996,000.00 | $ |
| E. | Revised Contract Amount: | $ 7,926,850.12 | $ |

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

*POWERS OF ATTORNEY*
*CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
**Paul Sims, Pam Pratt, Irma Estes, Bettye J. Brown and/or Richard M. Miller, Jr.**

of **Nashville, TN** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
**Any such obligations in the United States, not to exceed Thirty Million and No/100 ($30,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **15th** day of **September 2010.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this **15th** day of **September 2010,** before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Barbara A. Garlick
*Notary Public*

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of December, 20/0.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

December 20, 2010

Mr. Troy Dover
Infrastructure Corporation of America
5110 Maryland Way, Suite 280
Brentwood, Tennessee 37027

Re: Supplemental Agreement No. 1
S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services
Contract No. 000689

Dear Mr. Dover:

Attached for your file are two (2) fully executed copies of the referenced supplemental agreement. If you have any questions you can contact me at 407-690-5371.

Sincerely,

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

Attachments

cc: R. Stroupe, OOCEA

WALTER A. KETCHAM, JR. *Chairman*
TANYA J. WILDER *Vice Chairman*
MARK C. FILBURN *Secretary/Treasurer*
NORANNE B. DOWNS, P.E. *Ex Officio Florida Department of Transportation*
RICHARD T. CROTTY *Ex Officio Orange County*
MICHAEL SNYDER, P.E. *Executive Director*

# CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**
**AND**
**INFRASTRUCTURE CORPORATION OF AMERICA**

**S.R. 429 AND S.R. 414**
**ROADWAY AND BRIDGE MAINTENANCE SERVICES**

**CONTRACT NO. 000689**

**CONTRACT DATE: JULY 1, 2010**
**CONTRACT AMOUNT: $7,996,000.00**




# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND PERFORMANCE AND PAYMENT BOND**

# CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND PERFORMANCE AND PAYMENT BOND

**FOR**

**S.R. 429 AND S.R. 414 ROADWAY AND BRIDGE MAINTENANCE SERVICES**

**CONTRACT NO. 000689**

**APRIL 2010**


**Members of the Board**

**Walter A. Ketcham, Jr., Chairman**
**Tanya J. Wilder, Vice Chairman**
**Mark C. Filburn, Secretary/Treasurer**
**Noranne B. Downs, P.E., Ex-Officio Member**
**Richard T. Crotty, Ex-Officio Member**

**Executive Director**

**Michael Snyder, P.E.**

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# CONTRACT

This Contract No. 000689 (the "Contract" as defined herein below), is made this 1st day of July, 2010, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and INFRASTRUCTURE CORPORATION OF AMERICA, 5110 Maryland Way, Suite 280, Brentwood, Tennessee 37027, 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 Orlando-Orange County Expressway System; and,

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

**WHEREAS,** the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide roadway and bridge maintenance of S.R. 429 and S.R. 414 and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY identified as Contract No. 000689; and,

**WHEREAS,** on or about February 12, 2010, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

**WHEREAS,** CONTRACTOR was the successful one of three 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 CONTRACTOR 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 routine maintenance of, and administration and management services related to, the roadways and bridges along S.R. 429 (Daniel Webster Western Beltway) and S.R. 414 (John Land Apopka Expressway) in Orange County, Florida 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 CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Scope of Services, including the Maintenance Specifiations,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONTRACTOR, and
1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

## 2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the 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 180 days prior to the expiration of the initial 5-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor'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 CONTRACTOR (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. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR 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 CONTRACTOR: (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, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (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 CONTRACTOR 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 and equipment on the sites where work is or was occurring, 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 CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and 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, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR 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 CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. 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 CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR 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 CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR 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 five-year Contract term is $7,996,000.00.

3.2 AUTHORITY agrees to pay CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR 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 CONTRACTOR refuses such access or review, CONTRACTOR 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 CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the

AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR 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 CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR 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 CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR 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, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to AUTHORITY.

## 6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and 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. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. CONTRACTOR 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 CONTRACTOR 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.

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. CONTRACTOR 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 CONTRACTOR hereunder, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR 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 CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to the AUTHORITY, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2010 through June 30, 2011. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the AUTHORITY at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in

the AUTHORITY giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by the Authority. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the Authority. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to the AUTHORITY at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the AUTHORITY's initial approval of the company, then the AUTHORITY may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the AUTHORITY. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by the AUTHORITY.

## 7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the areas upon which services are performed;

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, 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.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.6 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for AUTHORITY's roadway and bridge maintenance services.

## 8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing

services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

The CONTRACTOR's managers and superintendents shall speak and understand English, and at least one responsible management person who speaks and understands English shall be at each of the work locations during all working hours.

## 9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR'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 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), 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:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## 10. 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.

## 11. 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, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

## 12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the

AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

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

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

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

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the

confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

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

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

## 13. 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.

## 14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR 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.

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. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR 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 be reference be made a part of this Contract as though set forth in full.

## 15. 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.

## 16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

## 17. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, 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.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the

terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR 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.

## 18. DISPUTES

All services shall be performed by the CONTRACTOR 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.

## 19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

## 20. 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.

## 21. 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.

## 22. 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 CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

## 23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY 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. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR'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.

## 24. 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 CONTRACTOR 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, CONTRACTOR 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.

## 25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as may be shown in the Price Proposal 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.

## 26. 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:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

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

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 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.

## 27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 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 as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on April 28, 2010.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Print Name: Troy Dover

Title: VP Ops & Marketing

ATTEST: _____ (Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

# SCOPE OF SERVICES
# S.R. 429 AND S.R. 414 ROADWAY AND BRIDGE MAINTENANCE

## 1.0 OVERVIEW

1.1 The Highway Maintenance Contractor shall perform maintenance of and administration and management services related to roadway (including out parcels) and bridges along S.R. 429 (Daniel Webster Western Beltway) between Seidel Road and U.S. 441, and along S.R. 414 (John Land Apopka Expressway) between S.R. 429 and U.S. 441 in Orange County, Florida. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

1.2 The Contractor shall employ, on Contractor's staff, a full-time registered professional engineer licensed to practice in the State of Florida and sufficient qualified technical and professional staff to support activities and program areas including, but not limited to: roadway and bridge maintenance contract administration; maintenance contract development; maintenance condition survey management; road serviceability analysis; and transportation safety management. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.

1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors/subconsultants under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). Work shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; performing road serviceability analysis; and responsibility for permit operations. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll facilities and equipment, the fiber optic network, landscaping and aquatic weed control are not a part of this scope and will be performed by others.

1.4 The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Contractor 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 others or, where applicable, by Florida Department of Transportation (FDOT).

## 2.0 ROADWAY MAINTENANCE AND INSPECTION

2.1 The Contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures. All bridge and structures work orders issued by the FDOT shall be completed within 180 days of receipt by the Contractor. Work not completed within this time frame will be subject to a reduction in compensation due the Contractor of $200 per day for each day the work is not completed.

2.2 The Contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract. The Contractor shall be totally familiar with Authority standard procedures and practices for roadway maintenance.

2.3 The Contractor shall comply with the Authority's Emergency Response Manual. The manual provides procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities.

2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public. As part of its responsibilities for traffic control and safety, the Contractor shall:

2.5 The Contractor shall review Bridge Inspection Reports received by the Authority. The Contractor shall have complete responsibility for scheduling and performing bridge maintenance and repairs.

2.6 Road Serviceability Analysis - The Contractor shall:

2.6.1 Analyze results of the Maintenance Rating Program (MRP) inspection performed by FDOT and report findings. Initiate corrective action based on MRP inspections within 90 days of receipt of the findings from the Manager of Maintenance.

2.6.2 Prepare road serviceability analyses and documentation to correct identified deficiencies.

2.6.3 Perform Road Characteristics Inventory (RCI) field review and document changes. Develop and maintain an up to date inventory of Authority assets of roadway items and bridge features.

2.7 Contract Administration - The Contractor shall:

2.7.1 Review maintenance contract reports relating to Contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to specifications, workmanship, etc.

2.7.2 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep the Authority advised with respect to the progress of work activity.

2.7.3 Prepare accident claim affidavits and initiate the reimbursement process for damages to Authority property.

2.7.4 Assist the Authority in responding to the public interest regarding maintenance activities.

## 3.0 CONTROL OF THE WORK

3.1 The Contractor shall develop, prepare, and implement a Roadway Maintenance Operations Work Plan.

The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to the Authority within 30 days after the date of the Notice to Proceed. The Authority will review the plan and meet with the Contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to the Authority at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

3.2 Authority's Manager of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Contract Documents the term "Manager of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Authority's Manager of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Authority's Manager of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

3.3 Coordination of Contract Documents

The Scope of Services, Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. With the exception of Section 102, Maintenance of Traffic, which is included in the Maintenance Specifications as Attachment 19 and replaces the Standard Specifications section, the FDOT Standard Specifications for Road and Bridge Construction, 2010 edition, and the FDOT Design Standards, January 2010 edition, are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Scope of Services
2. Maintenance Specifications
3. FDOT Standard Specifications, 2010 edition
4. FDOT Design Standards, January 2010 edition

Unless specifically allowed by the Manager of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the Standard Specifications will not apply to this Contract. All payments to the Contractor will be based on the lump sum amounts shown in the Price Proposal for each roadway.

3.4 Traffic Control

The Contractor shall adhere to the requirements of Part 6 of the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic, and FDOT Design Standards Drawing No. 600.

3.5 Other Work

If activities by the Authority or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

## 4.0 OTHER REQUIREMENTS

### 4.1 Permits, Notifications and Fees

4.1.1 Unless otherwise specified, Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract unit prices for the items of work in the Contract.

4.1.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the Authority-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the Authority nor relieve the Contractor of its liabilities.

### 4.2 Hazardous or Toxic Waste, Pollutants

4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Authority's Manager of Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

4.2.2 Contractor shall minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Manager of Maintenance.

4.2.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

4.4 Safety

4.4.1 With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of Contract execution) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

4.4.2 The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

4.4.3 The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.

4.4.4 Contractor and subcontractor personnel shall wear reflectorized high visibility orange safety vests within 15 feet of the roadway. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.5 All vehicles used within the project limits shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible.

4.5 Contractor's Responsibility for Work

Until acceptance by the Authority, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the Authority may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.6 Minority and Women Owned Businesses (M/WBE)

The Contractor shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

The Contractor will not be allowed to perform work with its forces that has been identified on the Utilization Form (included in the Price Proposal) to be performed by M/WBE firms. If an M/WBE subcontractor is unable to successfully perform the work, the Contractor shall make a good faith effort to replace that firm with another M/WBE firm.

At any time, the Authority's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the Authority.

4.6.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida or the City of Orlando, Florida, that the business is a bona fide Minority or Women owned and operated business.

(4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

(1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

(2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

(3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

(4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.

(5) Meeting with appropriate officials of the Authority, including its Business Development Program Office, to assist with the Contractor's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

4.6.3 The Authority will count M/WBE participation toward meeting M/WBE objectives as follows:

(1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.

(2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.

(3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the Authority will evaluate all relevant factors such as the amount of work subcontracted and industry practices.

(4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

(5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

(a) All expenditures to a M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.

(b) Contractor may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to a M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) Contractor may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

(1) the procedures adopted to comply with these special provisions;

(2) The number of subordinated contracts on Authority projects awarded to M/WBEs;

(3) the dollar value of the contracts awarded to M/WBEs;

(4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;

(5) a description of the general categories of contracts awarded to M/WBEs;

(6) the specific efforts employed to identify and award contracts to M/WBEs;

(7) maintenance of records of payments and monthly reports to the Authority;

(8) Subcontract Agreement between Contractor and M/WBE subcontractors; and

(9) any other records required by the Authority's Manager of Maintenance.

The records maintained by the Contractor in accordance with this article shall be provided to the Authority for review within 48 hours of the Authority's request. The Contractor shall submit a properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

4.6.5 No request to sublet work will be approved unless it is in compliance with the Contractor's approved M/WBE Utilization Form. Form No. 932-11 "Certification of Subcontract Amount to M/WBE Contractor" shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

If an M/WBE subcontractor is unable to successfully perform the work, the Contractor shall make a good faith effort to replace that firm with another M/WBE subcontractor. The Contractor shall revise the M/WBE Utilization Form and submit it to the Authority for approval.

## 5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Prework Conference

The Manager of Maintenance will call a prework conference prior to Contractor's commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

5.2 Beginning Work

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

5.3 Subletting Work

5.3.1 The Contractor shall not sublet, assign or otherwise dispose of the Contract or any portion thereof, or of the Contractor's right, title or interest therein without written approval by the Authority's Executive Director.

5.4 Status of Work

The Contractor shall keep the Authority advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of the Authority. The Authority or Contractor may request and be granted a conference with the other party.

5.5 Highway Maintenance Operations

5.5.1 The Contractor shall be available on a 24-hour a day, 7-day a week, 52-week a year basis. The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

5.5.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays (Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day). When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so authorized by the written approval of the Manager of Maintenance. No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the Manager of Maintenance, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.

5.5.3 Prior to beginning maintenance operations, the Contractor shall submit to the Manager of Maintenance, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required highway and bridge maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

5.5.4 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees requiring access to any Authority facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to the Authority prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to facilities.

5.5.5 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.

5.5.6 In circumstances where the work has assigned to it a specific time increment within which to accomplish the task (if any), the Manager of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

5.5.7 The Authority will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:

a. Up to 1 hour late - $100.00 reduction.
b. More than 1 hour late - $200.00 reduction.
c. For each additional hour late - $200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Authority that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this subarticle.

No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew.

5.5.8 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or

related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

(i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or

(ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Manager of Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by the Authority.

5.6 Suspension of Work

The Authority will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

The Authority anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the work. Upon direction from the Authority, the Contractor shall reduce roadway maintenance activities in the construction areas designated by the Authority until such time as the suspension is lifted. The only maintenance activities that shall be performed by the Contractor in the designated areas are litter removal, herbicide applications and emergency response. Payment will only be made to the Contractor for the maintenance activities performed during the suspensions at the appropriate reduced cost per centerline or lane mile shown in the Price Proposal.

5.7 Liquidated Damages

5.7.1 The Contractor shall pay to the Authority liquidated damages not to exceed $200 per day for failure of the Contractor to complete the work within the time stipulated in the Work Plan or maintenance specifications or within such additional time as may have been granted by the Authority. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

5.7.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.

5.7.3 If the Contractor (or, in circumstance of the Contractor default, the surety) fails to complete the work within the time stipulated in the Work Plan, or within such extra time as may have been granted by the Authority, the Contractor (or the surety) shall pay to the Authority, not as a penalty but as liquidated damages, the amount due.

5.7.4 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of the Authority of the liquidated damages due under the Contract.

5.7.5 In the event of default by the Contractor and the completion of the work by the Authority, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of the Authority.

5.7.6 The work will be considered completed when all work has been accepted by the Manager of Maintenance. The Authority reserves the right to apply as payment on such liquidated damages any money due the Contractor by the Authority.

5.8 Evaluation and Acceptance of Work

5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by the Authority. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.

5.8.2 For roadway maintenance work, the major criterion used by the Authority for evaluating the Contractor's performance and acceptability of the completed work will be the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic and drainage by the Florida Department of Transportation through its annual Maintenance Rating Program (MRP). The Contractor shall achieve and maintain an MRP of 92 for S.R. 429 and an MRP of 92 on S.R. 414.

The MRP score is not the only evaluation criterion that the Authority will use to evaluate Contractor performance. The fact that the Contractor is able to achieve an MRP of 92 shall not relieve the Contractor from its responsibility to constantly monitor and maintain the roadway and all of its elements and characteristics. For example, with regard to vegetation/aesthetics, the Authority expects the Contractor to keep both S.R. 429 and S.R. 414 virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all

times. The Authority further expects the Contractor to be sensitive to the needs and perceptions of the Authority's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only pleasing to the eye but also smooth, safe and comfortable as well.

The FDOT will conduct MRP ratings for the Authority every four months on S.R. 429 and S.R. 414. Beginning with the first four-month period, the Authority will hold retainage equal to one percent (1%) of the cumulative amount of four months payments for each point below an overall maintenance rating of 92. The Authority will hold retainage equal to one-half of one percent (.5%) of the cumulative amount of four months payments for each point below 90 on any element rating. The Authority will hold retainage equal to one-quarter of one percent (.25%) of the cumulative amount of four months payments for each percentage point below 80 on any characteristic rating.

The Authority will hold retainage until the FDOT conducts the final four months maintenance rating and the maintenance rating for the year is determined. To calculate the "annual" retainage amount, the above retainage percentages will be applied against the Contract amount for that year rather than the cumulative amount of four months payments. If this "annual" calculated retainage is less than the retainage being held, the balance due the Contractor will be paid with the twelfth payment for that year. If the "annual" calculated retainage is more than the retainage being held, the balance due the Authority will be deducted from the twelfth payment for that year.

5.9 Compensation

The Contractor will be paid monthly according to the schedule below. Monthly dollar amount will be the total Contract amount multiplied by the monthly factor listed below.

| Month | Year 1 | Years 2-5 |
|---|---|---|
| 1 | 0.019 | 0.017 |
| 2 | 0.019 | 0.017 |
| 3 | 0.016 | 0.017 |
| 4 | 0.016 | 0.017 |
| 5 | 0.016 | 0.017 |
| 6 | 0.016 | 0.017 |
| 7 | 0.016 | 0.017 |
| 8 | 0.016 | 0.017 |
| 9 | 0.016 | 0.017 |
| 10 | 0.016 | 0.017 |
| 11 | 0.016 | 0.017 |
| 12 | 0.018 | 0.013 |
| Yearly Amount | 0.200 | 0.200 |

END OF SECTION

## TABLE OF ATTACHMENTS
## MAINTENANCE SPECIFICATIONS

## HIGHWAY MAINTENANCE

| Attachment | Specification Title |
|---|---|
| 1. | Roadside and Slope Mowing |
| 2. | Litter Removal |
| 3. | Guardrail Repair |
| 4. | Fence Repair |
| 5. | Roadway Lighting Maintenance and Repair |
| 6. | Attenuator Maintenance and Repair |
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| 15. | Repair and Restoration of Slopes, Shoulders and Roadside Ditches and Canals |
| 16. | Drainage System Repair and Cleaning |
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| 18. | Tree Trimming and Removal |
| 19. | Specification Section 102, Maintenance of Traffic |
| 20. | Specification Section 560, Coating Structural Steel |

Abbreviations

| | |
|---|---|
| EPA | Environmental Protection Agency |
| MUTCD | U.S. Department of Transportation Manual on Uniform Traffic Control Devices |
| FDOT | Florida Department of Transportation |

## Attachment 1
## ROADSIDE AND SLOPE MOWING

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside areas, litter removal and disposal, and chemical control of weed and grass.

1.2 The work in described in these specifications includes routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment and the periodic mowing of areas that may require the use of specialized equipment. Hand labor or small machine mowing may be required to perform the specified work in certain areas or during certain times. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

1.3 Apply fire ant control as directed by the Manager of Maintenance to control fire ants when mounds form above normal ground line. Use only EPA approved fire ant control. Method of application and dosage shall be as recommended by the manufacturer.

2.0 Types of Mowing Areas

2.1 Roadside mowing encompasses the routinely mowed areas of shoulders, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms, around retention ponds, dry retention areas, out parcels raised median islands and various width utility strips and similar areas designated by the Manager of Maintenance and conducive to the use of high production equipment.

2.2 Slope mowing is generally limited to slopes greater or steeper than 3:1 and that are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, canal banks, etc. Perform slope mowing using a boom-type slope mower, hand held equipment or other equipment suitable for mowing steep slopes.

3.0 Quantity and Frequency of Mowing

3.1 The mowing cycles specified represent the type of mowing to be accomplished. The area and limits of mowing will be established in the field by the Manager of Maintenance. Verify the type of mowing to be accomplished.

3.2 The Manager of Maintenance will direct the Contractor when to begin each mowing cycle. The number and the timing of cycles will depend upon the growth conditions of the grass during the season. Routine roadside mowing shall occur a

minimum of fourteen (14) times per year and routine slope mowing shall occur a minimum of ten (10) times per year. Two of the 14 roadside mowing cycles shall be herbicide mowing as specified in Chemical Control of Weeds and Grass. The actual number of cutting cycles of roadside and slope mowing may be increased or decreased as directed by the Manager of Maintenance.

3.3 Weather permitting, complete one cutting cycle for roadside and/or slope areas within 20 calendar days of beginning the cycle.

4.0 Equipment

4.1 All equipment shall be subject to inspection by the Manager of Maintenance or designated representative at any time. Properly maintain safety devices, as described in the Scope of Services, at all times.

4.2 If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

4.3 Inspection of the Contractor's equipment by the Manager of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

4.4 Equipment which damages the pavement or turf in any way will not be allowed. Repair all damage caused by the Contractor's equipment at no cost to the Authority.

5.0 Mowing Equipment

5.1 The mowing equipment shall be in good repair capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings.

5.2 Furnish equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. If, in the opinion of the Manager of Maintenance, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Manager of Maintenance may direct the Contractor to provide additional equipment at no additional cost to the Authority.

6.0 Method of Operations

6.1 Notify the Manager of Maintenance when a cycle is started and also notify the Manager of Maintenance when work is interrupted due to weather, equipment breakdowns, etc.

6.2 On the initial routine cutting cycle, commence mowing at either or both extremities of the project and proceed continuously toward the opposite end. On subsequent cycles, follow the pattern adopted for the first cycle unless the Manager of Maintenance specifically authorizes a change in the pattern.

6.3 At the conclusion of each working day, complete all mowing within the longitudinal limits worked, except that not more than one mile may be partially mowed.

6.4 Complete each cutting cycle prior to beginning another cycle.

6.5 When weather conditions or work by other Authority contractors prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Manager of Maintenance may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. When directed by the Manager of Maintenance, do not mow grassed areas that are saturated with standing water. Mow these areas at subsequent cycles when required by the Manager of Maintenance

6.6 Perform litter pick up immediately prior to the mowing operation to preclude the spread of litter.

6.7 During mowing operations, consult with the Manager of Maintenance for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-mow, without additional compensation, the area(s) so that the total cutting cycle may be satisfactorily completed within the specified time.

7.0 Limitation of Operation

7.1 When mowing within ten (10') feet of the travel way, operate equipment in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the MUTCD.

7.2 When necessary for mowing machines to cross bridges with full width shoulders on the right, make the crossing on the shoulder. Cross all bridges with care. Keep such crossings to the minimum required to completed the work as specified.

7.3 When necessary for mowing machines to cross the travel way, select a location that provides a minimum five hundred (500') feet of unobstructed sight distance. The mower operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings.

8.0 Quality of Work

8.1 Cut all grass and vegetation to a height of six inches (6") with a maximum tolerance of one-half (1/2") inch plus or minus.

8.2 Connect areas of different widths with smooth flowing curve transitions. The accumulation or the piling of cuttings will not be permitted.

8.3 Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

8.4 Mow around existing appurtenances as directed by the Manager of Maintenance. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, endwalls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc.

8.5 Mow small areas (out parcels) of less than 1 acre outside of the fenced right of way that the Authority owns. In most cases, this mowing shall require small machine or push-type mowers and hand work.

8.6 The Contractor will not be required to rake or remove grass or other vegetation cuttings from the right-of-way. Grass or clippings spread by the Contractor on paved areas or landscaped areas as a result of mowing operations shall be removed immediately.

END OF SECTION

**Attachment 2**
**LITTER REMOVAL**

1.0 Description

1.1 Pickup, remove and dispose of litter and debris from the limits of the highway right-of-way from fence to fence.

1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.

1.3 It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.

1.4 The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Authority's Manager of Maintenance.

1.5 These specifications are end-result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.

2.0 Quantity and Frequency of Removal

2.1 The number and timing of litter removal will depend upon the litter conditions that exist. Litter removal will typically occur in advance of the mowing operation. The contractor shall complete a minimum of fourteen (14) litter removal cycles per year. The actual number of cycles may be increased or decreased as directed by the Manager of Maintenance and is not dependent on the number of mowing cycles.

2.2 For daily maintenance patrol, provide one (1) laborer, vehicle, shovels and brooms. The daily patrol shall consist of a complete round trip through the Contract area, 6 days per week, 52 weeks per year, each direction, both sides of the roadway and ramps, removing and disposing of the debris, including dead animals, vehicle tires and any materials on the paved surfaces. Large items visible from the driving surface such as cardboard boxes, tire pieces, buckets, etc., laying in the turf or landscaped areas shall also be removed. The Authority expects the Contractor to keep the area within the project limits virtually litter free on a daily basis to ensure that all turf areas have a pleasing and presentable appearance at all times.

2.3 No work will be permitted during non-daylight hours.

3.0 Equipment

3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.

3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.

3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices or precautions unique to the equipment as determined by the Manager of Maintenance. Such devices may include but not be limited to amber flashing lights, slow moving vehicle signs, flagged antennas or fluorescent orange flags.

4.0 Disposal of Litter and Debris

4.1 Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

5.0 Quality of Work

5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Manager of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Manager of Maintenance or designated representative to be unacceptable shall be re-cleaned at no cost to the Authority.

5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected. The Manager of Maintenance's decision as to acceptance or rejection of an area will be final.

END OF SECTION

**Attachment 3**
**GUARDRAIL REPAIR**

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of guardrail, realign panels, posts, blocks and anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

2.1 Replace damaged guardrail and accessories using materials of a like kind unless directed otherwise by the Manager of Maintenance or designated representative.

2.2 Accomplish all installations in accordance with the Florida Department of Transportation (FDOT) Design Standards Index No. 400 unless directed otherwise by the Manager of Maintenance.

2.3 Use any salvageable materials within the limits of each work site in that work site at no additional cost to the Authority.

2.4 Remove all debris, including the original guardrail materials, from the right-of-way at the end of each working day unless otherwise allowed by the Manager of Maintenance. All original guardrail materials removed and not used in the reinstallation shall become the property of the Contractor and shall be transported from the Authority property and disposed of properly at locations provided by the Contractor unless otherwise directed by the Manager of Maintenance.

2.5 Damaged guardrail is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards. Permanent repairs to damaged guardrail must be completed within ten (10) days, unless, due to the severity of damage, the Manager of Maintenance determines a shorter time frame is necessary.

2.6 When directed by the Manager of Maintenance, apply a paint coating over galvanized structural members and over areas of previously galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound conforming to FDOT Specifications.

END OF SECTION

**Attachment 4**
**FENCE REPAIR**

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to repair and maintain right-of-way fences. Repairs may be necessary on both chain link (Type B), special vinyl coated chain link wire fabric and farm type (Type A) fencing.

1.2 Remove and replace or repair deteriorated, damaged or destroyed fencing.

1.3 This work may consist of the removal, furnishing of materials, and replacement or mending of wire fabric, special vinyl coated chain link wire fabric, barbed wire, line posts, corner brace posts, braces and associated fasteners, gates and other hardware, for both chain link (Type B) and farm (Type A) fencing.

2.0 Contractor Responsibilities

2.1 Obtain satisfactory permits or permission from property owners for any encroachments required to perform the work.

2.2 As part of this work and prior to the installation of the replacement fence, clear the alignment of all brush and/or vegetation as may be required. Cleaning to a width of at least two feet on each side of the fence line but shall not go beyond the right-of-way line.

2.3 Mend or replace damaged fence and accessories using materials of a like kind. Contractor shall provide all necessary chains, cables and locks to secure all right-of-way gates.

2.4 Perform installation in accordance with FDOT Standard Index Drawing Nos. 800, 801, and 802.

2.5 Remove all debris, including the original fence materials, from the right-of-way and dispose of at locations provided by the Contractor.

2.6 Replace all fence removed during any one working day during that same day. While the fence is down, provide continuous security to ensure that no automobiles or vehicles enter or exit the roadway from the temporarily unfenced area. Give specific attention to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

2.7 All materials used in this work shall conform to Section 550 of the FDOT Standard Specifications.

2.8 Install replacement fence on the same alignment as the removed fence. Install the replacement fence at a uniform height and tension with all line and pull posts set in a vertical direction. Replace fence posts in kind.

END OF SECTION

**Attachment 5**
**ROADWAY LIGHTING MAINTENANCE AND REPAIR**

1.0 Description

Provide all labor, equipment, materials and incidentals to perform roadway lighting maintenance as described below.

The maintenance contractor shall possess a license to do business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. Submit a copy of the license with the bid proposal package. All work is to be supervised by an onsite Journeyman Electrician possessing a current license from the local municipality or county.

Comply with all local licensing requirements and ordinances governing performance of the work. Perform all work in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the current edition of the MUTCD, the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System current at the time of the contract letting, and Department Standard Specifications. Employees will be familiar with and apply all appropriate safety practices during the life of this Contract. Training in the application of "Occupational Safety and Health Standards" (reference 29 of the Code of Federal Regulations, Part 1910.333) relating to "lockout and tagging" procedures will be MANDATORY for all persons employed on this Contract.

2.0 Contractor Responsibilities

2.1 Night Patrolling and Inspection of System

A. Perform night patrol and inspection of the entire system once a month. Identify each outage by pole number on an inspection report form provided by the Manager of Maintenance. Submit the inspection report to the Manager of Maintenance at the completion of each patrol inspection.

B. Perform work necessary based on the results of the inspection. The Authority expects all lights on the system to operate as designed. The Contractor shall repair or replace lights within 48 hour of notification by the Manager or Maintenance. If the contractor fails to repair or replace lighting within 48 hours a penalty of $100 per day per light will be assessed.

2.2 Diagnostic and Repair Work

A. Perform the diagnostic work per pole location and sign location, load centers and circuits as identified by the system patrol and inspection.

B. If the diagnosis reveals the problem to be a routine or minor maintenance item, as defined herein, make repairs at the same time as the diagnostic inspection. Should the diagnosis determine the problem to be major repair, as defined herein, report such to the Manager of Maintenance. Submit a Diagnostic Work Report.

C. Use licensed qualified personnel for appropriate work.

2.3 Routine/Minor Maintenance

A. Perform routine/minor maintenance at the same time as diagnostic work on a luminaire assembly (including sign lighting).

B. Perform routine/minor maintenance functions and repairs at the same time Diagnostic Work is performed.

C. Routine maintenance is defined as replacing, cleaning or repairing any or all other following items:

1. Hardware such as hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, ground wire for metal pull box covers, and other small components.
2. Bird guards and reflectors.
3. Gaskets and filters.
4. Electrical shorts not requiring replacement of buried cable.
5. Lamp and photocell sockets (waterproof).
6. Tree trimming to allow servicing of lights.
7. All pole or structure wiring (usually No. 10 wire) from the luminaire to the supply cable connection.
8. Signing Bracket Arm.
9. Leveling of under-deck light fixture or pole mast (bracket) arm.
10. Cleaning refractors (Glassware).
11. Pea rock in pull boxes.
12. Electrical putty on ends of conduit.
13. Lamps.
14. Ballast assembly.
15. Refractors (glassware).
16. Grounding wires and rods.

17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors, Sockets, and other such Electrical Components

D. Whenever the above listed items have been vandalized, rusted or oxidized, are missing, frayed, defective, damaged or have stopped functioning for whatever cause, the repairing, cleaning or replacing of them shall be defined as routine maintenance except where the cause is from a vehicle strike or a natural cause such as lighting, wind or flooding where the scope of the repair or replacement becomes a major repair effort.

E. Perform cleaning of refractors (glassware) at the same time as any routine maintenance function is performed.

2.4 Reporting and Tagging

A. Furnish detailed daily field work performance report forms to all crews. Crews shall fill out these daily field work performance reports on every location, giving a complete description of work performed, pole number, location by grid map or nearest count to a ramp or bridge, and a complete description of problem(s) to be corrected. Before leaving the location, the description of problem(s) to be corrected by another service crew shall be noted on a tag which shall be attached to the fixture that is in need of additional service. This shall be noted on the Daily Report and Tag Procedure.

B. Submit Daily Report Forms, with a summary of all reports filled out in triplicate, to the Manager of Maintenance at the end of each week. Upon verification of these reports, the Manager of Maintenance shall sign and return two copies.

C. Meet with the Authority's authorized representative monthly to discuss any subjects pertinent to this work. Additional meetings may be called by the Authority as needed.

2.5 Major Repair

A. Work shall include the replacement or repairing of damaged or missing light poles, foundations, transformer bases, luminaires, mast arms, buried cable and conduit between poles and high mast lowering devices.

B. Replace light poles damaged by traffic within five working days from date of notification or fourteen days from when new foundations are poured-in-place. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring), and all hardware, covers, caps, splices and appurtenances necessary to make a complete replacement installation.

C. Transport all damaged poles, mast arms, luminaires and parts thereof to a location designated by the Manager of Maintenance (including the Contractor's yard) and shall remain the property of the Authority.

D. Install all replaced poles as originally constructed or by an alternate method proposed by the Contractor and with the approval of the Authority.

E. All major repair work shall be approved by the Manager of Maintenance.

F. Reuse of repaired or usable salvaged components, as verified by the Manager of Maintenance, will be allowed.

G. All components used shall be in accordance with the original record drawings and use only current approved components. Alternate components shall not be used unless requested in writing and approved by the Manager of Maintenance. Equipment installed that is not previously approved or as installed per the record drawings shall be replaced with accepted components at no cost to the Authority at the request of the Manager of Maintenance.

2.6 Emergency Repairs

The Contractor shall be responsible at all times, including after normal work hours and weekends, for removal of knocked down poles or mast arms from a travelway, and the repair of the electrical system in such a manner as to prevent electrical shock to Authority personnel, the general public and Contractor's work force.

3.0 Performance Standards

3.1 General

3.1.1 Luminaire

A. Replace luminaire if damaged or missing.

B. Inspect luminaire for rust or oxidation and water intrusion.

3.1.2 Lamps

A. Check all lamps for looseness. If any are loose, remove and inspect the socket.

B. Lamp shall be Sylvania, General Electric, Norelco or Westinghouse.

C. If lamp or lamp socket shows any sign of improper operation, check to determine the cause and then correct deficiencies.

D. Visually check all new lamps for defects prior to installation.

E. Test lamps for proper functionality after all repairs.

3.1.3 Glassware or Plastic

A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.

1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.

2. With a hinged-door fixture, unfasten and hair brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.

B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.

C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism.

3.1.4 Reflectors

A. Clean and/or polish the inner surface of reflectors with removable polish, use of water is not permitted.

B. Replace reflector if the original reflective qualities cannot be adequately restored.

C. Replace complete new fixture if reflector cannot be replaced separately.

3.1.5 Gaskets and Filters

A. Clean neoprene or silicon gaskets of foreign material and oxidation and aligned if necessary.

B. Spray neoprene or silicon gaskets with a special treatment to prevent oxidation and sticking.

C. Replace all felt or Dacron gaskets with Dacron Sutron gaskets of the proper thickness and width to form a perfect seal.

D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.

E. Replace all non-functioning, stretched or cracked gaskets.

F. Check filters and replace when worn or dirty as necessary.

3.1.6 Bird Guards

A. Replace missing bird guards.

B. If bird guards are not available to fit the specifications of the present fixture, design and install new bird guards for that fixture.

C. Keep bird guards in working condition at all times.

3.1.7 Hinges and Latches

A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.

B. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

3.1.8 Fasteners and Snaps

A. Replace all fixtures which have fasteners or snaps that are obsolete.

3.1.9 Leveling

A. Correct all fixtures which are not properly level.

B. Shim the pole base so the pole will be vertical.

C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.

D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

3.1.10 Mast Arms

A. Inspect mast arm for rust or oxidation.

B. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.

C. If possible, adjust mast arm that is bent or incorrectly positioned. Replace if unable to be repaired.

D. If the mast arm is missing, install a new mast arm of the proper length and shape.

3.1.11 Photo Cells

A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.

B. Replace any photocell failing to turn on at proper time.

C. If any photocell is located on a utility pole, obtain permission to climb the pole and check photo cell for continuity.

D. Some service points may include electric service supplied by the Power Company which is photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by the Authority are included in this work.

3.1.12 Sockets

A. Replace defective photocell sockets.

B. Replace lamp sockets which are defective or damaged due to high heat or other causes.

C. Replace defective socket holders.

D. Correct improper connections.

E. Replace lamp sockets in the same position to assure proper light distribution.

3.1.13 Hand Hole Plates

A. Check all hand hole plates and repair where needed.

B. Replace all missing hand hole plates.

3.1.14 Wiring

Perform all wiring consistent with rules established by A.N.S.I. (American National Standards Institute) and all appropriate Electrical Codes.

A. Luminaires

1. Perform rewiring, as needed, on the luminaire head on the integral ballast using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.

2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.

B. Pole Risers

1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.

2. When rewiring poles, use #10 THW wire consistent with established color codes.

3. Maintain lightning protection by connecting all metal components, i.e, luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole.

   a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.

   b. Metal poles may be used as the conductor in lieu of the ground wire.

   c. The current carrying neutral wire is not connected to ground at each pole, but only at the distribution panel.

C. Grounding Wires

1. Run a #6 AWG bare copper bond wire (counterpoise) in the same trench as the PVC conduit buried 3" above this conduit. This bond wire shall connect all ground rods and poles electrically to one another.

2. Connect poles mounted on bridges and structures to a #6 THW, green bond wire run with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil at each end of the structure.

3. The ground resistance of the connected counterpoise system shall not be greater than 10 ohms at any location: (Using a direct reading Groundohmer or Groundometer as the measuring device).

4. Any conduit shall contain an insulated bond wire as specified in No. 2 above.

D. Pole Bases

1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with Duraline/MG2 or Authority approved equal.

2. Properly install weatherproof, pull-apart "Y" fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut connectors are not permitted.

   In-line, pull-apart, weatherproof, connectors are permitted when Duraline/MG2 is not installed per original contract provided connections are made with compression sleeves, split bolts or are soldered before being made waterproof.

3. Twist type weatherproof fuse holders approved for the application and UL listed may be used in lieu of pull-apart connectors at any location where the pole need not be frangible, i.e., behind guardrail, behind bridge rail, concrete poles, etc. (This may not replace existing Duraline/MG2 components)

4. Place fuse inserts in the "hot leg" of the pole riser. Place blank conductor inserts in the neutral leg of the pole riser. Fuse both legs where there is no neutral conductor.

5. Place a #6 AWG bare bond wire from the ground rod under the ground lug at the bottom of all metal poles.

6. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole.

7. Seal ends of conduit with electrical putty.

E. Circuit Current Carrying Conductors

1. Avoid damage to insulation where new conductors are to be pulled into existing duct.

   a. Use lubrication.
   b. Use pulling aids.
   c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
   d. Install wire of the same size and type as that removed.

2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Manager of Maintenance.

3. Install all new underground wiring in duct or conduit. Direct burial is not acceptable.

4. Lay conduit in trenches with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches. Devices which plow conduit into the ground may not be used.

F. Distribution Boxes

Regardless of location, the distribution box, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the Authority master locks. Furnish an extra padlock key to the Manager of Maintenance.

G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Manager of Maintenance.

3.1.15 Ballast

A. Check ballast and replace any that are malfunctioning, defective or failed.

B. Wire ballast as specified under WIRING.

C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

3.1.16 Fuses

A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.

B. Fuses are located as a part of the pull-apart connectors either in the pole hand hole or in the transformer base. Lubricate the pull-apart connector whenever the fuse is checked.

3.1.17 Grounding

A. Each pole shall be grounded. If not grounded, drive an approved twenty foot grounding rod six inches below grade into the ground

adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.

1. Run a #6 stranded copper wire from the top of the grounding rod through the transformer base at a hole located there. (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.

2. Wrap the copper wire around a bolt on the inside of the transformer base or pole base and connect with a UL approved ground lug.

3.1.18 Transformer Base

A. Replace missing transformer base doors .

B. Re-tap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.

C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.

D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

3.1.19 Poles

A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.

B. If the pole is leaning, shim at the base to return it to proper position.

C. Replace bent or deformed poles.

D. If any portion of the riser wire going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new wire.

E. Plug conduit coming out of the foundation with electrical putty.

F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

3.1.20 Salvaged Materials and Authority Furnished Materials

Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of the Authority. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Manager of Maintenance. The Contractor may be required to use salvaged, repaired or materials furnished by the Authority.

3.1.21 Sign Lights and Under Deck Lights

A. Fixture: Keep all drain holes in fixture open and filtered.

B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.

C. Ballasts

1. Replace defective ballasts with Authority approved parts.
2. Ballasts mounted in a location that is difficult to service may be relocated on the structure for easier accessibility at no additional cost to the Authority.

3.1.22 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

3.1.23 Wiring

A. The size of wire to be used shall be determined by the Contractor in accordance with the NEC, and shall be at least the same size as the wire it replaces. All wire shall be THW copper wire.

3.1.24 Conduit

A. All underground conduit shall be 2" min. Schedule 40, PVC.

B. Above ground conduit shall be IMC or GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.

C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.

D. The Contractor shall be responsible for all underground locates.

END OF SECTION

**Attachment 6**
**ATTENUATOR MAINTENANCE AND REPAIR**

1.0 Description

1.1 Furnish all labor, equipment, and tools necessary to complete the work as specified. Use only experienced personnel to perform the required inspections and repairs.

2.0 Contractor Responsibilities

2.1 The manufacturers of the Authority approved vehicle attenuator devices have published written instructions that detail operational characteristics, maintenance check lists, impact repair procedures and a materials list for parts replacement. The Contractor shall obtain this information directly from the manufacturer.

2.2 Maintain an inventory of basic spare parts in stock at Contractor's facility. Replenish the stock as parts are used. Contractor shall have immediate access to repair parts for all Authority approved attenuators.

2.3 Completely repair an attenuator at a site within five (5) calendar days after notification.

2.4 Submit two (2) copies of repair reports to the Manager of Maintenance within two days after the repairs are completed. The report shall show the date, time and location of the repairs as well as a list of parts replaced and the name(s) of the Contractor's personnel performing the repairs.

2.5 Use salvaged parts in the repairs whenever possible. Parts that are not reusable as determined by the Manager of Maintenance, are the property of the Contractor and shall be removed and disposed of properly.

2.6 If directed by the Manager of Maintenance, furnish and install a Temporary Inertia Attenuator System (complete 5 module set) at a site where repairs to the permanent attenuator system are in progress. Install temporary inertia attenuators in accordance with the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Index Drawing No. 415 which is incorporated herein by reference and made a part of this contract as if fully set forth herein.

2.7 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651 and the MUTCD.

END OF SECTION

**Attachment 7**
**PAVEMENT MARKING AND SIGNING**

1.0 Description

1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair pavement marking and signing including feeder roads, connector roads, and off-system roads in the area covered by the Contract.

1.2 Signing work will be defined as follows: 1 post signs (single post), 2 or more posts (multi-post) signs, and overhead signs. Work on overhead sign panels will include repair or replacement as necessary. Work on overhead sign structures will be limited to minor repair work only, including welding of structures,. This Contract does not include installation or replacement of overhead sign supports. All new single post, multi-post and overhead sign panels shall be installed using new hardware

1.3 Pavement marking work shall include reflective pavement markers (RPMs), flexible delineators, striping and pavement messages.

2.0 Contractor Responsibilities

2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon notification by the Manager of Maintenance. In general, emergency response work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew.

2.2 Schedule single post and overhead sign work so as to be completed within 7 calendar days after notification. Complete multi-post sign work within 14 calendar days after notification. Completion of work shall not be affected by performance of emergency response work.

2.3 The Authority will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or industry standard based on the item(s) being manufactured.

2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day, excluding Sundays and legal holidays upon notification by the Manager of Maintenance. Completion of pavement marking

work shall not be affected by the performance of emergency response or routine work for signing work. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew

2.5 As part of the daily service patrol inspect the signing and pavement markings. Pavement markings include striping, reflective pavement markers (RPMs) and delineators (surface and roadside mounted).

2.5.1 Signing issues to be addressed at time of service patrol are straighten all leaning or misaligned signs (including panel deflection angle) and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items.

2.5.2 Pavement marking issues to be addressed at time of service patrol are ripped, damaged or missing striping material, severe ware (i.e. ware beyond normal) and misaligned striping due to vehicular contact. Straighten leaning or misaligned delineators and replace missing delineators.

2.5.3 Make a list of all signs and pavement markings that require repair or replacement. Provide a copy of the list to the Manager of Maintenance. Repair/replace signing and pavement marking as approved by the Manager of Maintenance.

2.5.4 Be prepared to repair/replace RPMs and delineators on a weekly basis (during service patrol if quantity is small) or within 48 hours of receiving approval for larger quantities.

2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting.

2.7 Equipment must be approved by the Manager of Maintenance before being placed in service. Safety devices shall be properly maintained at all times the equipment is in use. If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

2.8 Submit to the Authority shop drawings from the panel manufacturer for approval prior to fabrication. Shop drawings are required for all new panels and overlays regardless of mounting type, i.e. single post, multi-post or overhead.

## 3.0 Design Criteria and Installation

3.1 The Authority's Guidelines for Design and Preparation of Signing and Pavement Marking Plans (September 2009) and subsequent updates is made part of the Contract by reference as if fully set forth herein. Where the Authority standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the Authority Guidelines shall take precedent. The portions of the FDOT Standard Specifications and the FDOT Design Standards cited below are made a part of the.

3.2 FDOT Standard Specifications:

In case of discrepancies between these Maintenance Specifications and the Standard Specifications, these specifications will take precedence.

1. Section 700, Highway Signing
2. Section 705, Object Markers and Delineators
3. Section 706, Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
4. Section 710, Painted Pavement Markings
5. Articles 711-2, through 711-6 of Section 711 regarding thermoplastic compound
6. Section 713, Permanent Tape Stripes and Markings
7. Articles 994-2 and 994-3 of Section 994, regarding Reflective Sheeting

3.3 Index Drawings:

Nos. 400, 410, 600 through 670, 700, 11200 through 11860, 13417, 17302, 17345 through 17349, 17352, 17355, 17357 and 17359.

3.4 Unless otherwise directed by the Manager of Maintenance or specified herein, all salvaged material will remain the property of the Authority to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by the Authority shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.

3.5 All tubing supports will require post anchor to prevent turning of the sign structure.

3.6 For all new sign regardless of mounting type (ground or overhead), stencil or apply a decal with the following information on the back of each panel: OOCEA/Maintenance; Fabricator's initials and date of fabrication (DOF); Sheeting manufacturer and name of sheeting; Date of installation (DOI). Stencil or apply decal in the lower left corner of the panel. Stencil or decal using black paint when back of panel is not painted black. If back of panel is painted black, stencil or decal using white paint. Stencil or decal in large enough letters to be clearly legible.

3.7 For full or partial overlays, regardless of mounting type (ground or overhead), stencil or apply decal meeting all requirements contained herein. Leave the existing decal visible.

3.8 For roadside sign relocation, abandoned sign footers must be removed to twelve (12) inches below existing ground elevation.

3.9 All new single post, multi-post and overhead sign panels shall be a minimum of 0.125 inches thick aluminum. All overlays shall be a minimum of 0.08 inches thick aluminum. Extruded panels are not allowed. No more than one horizontal splice shall be allowed in large panel fabrication. The horizontal splice shall be at the centerline of an interior wind beam and shall be located between lines of copy on the panel face.

3.10 For new single post and multi-post assemblies or panel replacements, use 3M ™ Company Very High Bond (VHB) Acrylic Foam Tape number 4950 in combination with mechanical fasteners to attach panels to wind beams, brackets and splice plates. Install VHB tape meeting all 3M™ requirements and in conformance with the Special Provision included at the end of this section. Do not reuse VHB tape once installed. Submit VHB calculations with panel shop drawings.

3.11 Use countersunk screws for the mechanical fasteners when installing new single post, multi-post and overhead sign panels. Apply a patch matching the sheeting color and material over each countersunk screw. Patch shall be of sufficient diameter to secure patch to sign face. Orient the patch in the same direction as the sign face material.

3.12 For new signs and full or partial overlays, regardless of mounting type, use 3M ™ Company Diamond Grade Cubed™ (DG3) Reflective Sheeting. Use 3M ™ Company Diamond Grade Cubed™ (DG3) Fluorescent Yellow Reflective Sheeting when installing new panels or overlays for the following warning

signs: Lane Drop (W4-2), Lane Ends (W9-1, W9-2), Reduce Speed Ahead (W3-5), curves and pedestrian crossing. Use 3M ™ Company Diamond Grade Cubed™ (DG3) Fluorescent Yellow-Green Reflective Sheeting when installing new panels or overlays for school crossing warning sign. 3M Company EC Film 1170NP (clear) shall be applied to all finished panels or overlays for the Authority's Logo, the E-Pass Logo and the Authority's toll shield either free standing or within a guide sign or mile post marker.

3.13 For full sign overlays, overlap of the existing panel is limited to between one (1) and three (3) inches. If new overlay matches the size of the existing sign, trim the corners of the existing sign if necessary such that the existing corners are not visible when overlay installation is complete. Hex head bolts on the sign surface shall be replaced using countersunk screws. Remove all existing overlays prior to installing the new overlay.

3.14 For partial overlays, remove any existing overlay in the same location. Install pop rivets at a minimum of 6" centers on the border of the overlay and 12" centers across the face of the panel(s). Paint pop rivets to match color of sign sheeting at pop rivet locations.

3.15 For multi-post sign supports, aluminum and steel, furnish and install sign supports as specified including any breakaway devices necessary. Determine the number, length, and size of sign supports based on the latest FDOT Multi-post Sign computer program which the Contractor can download from the FDOT's internet site or, if necessary, will be provided on disk upon request. Submit the results of the computer run to the Manager of Maintenance prior to the fabrication of the support(s). Supports shall meet the requirements of Index Drawing No. 11200 as amended below. Round multi-post sign supports may be used at the Contractor's option. However, if these supports are used, submit to the Manager of Maintenance for approval design drawings that have been signed and sealed by a Professional Engineer registered in the State of Florida.

3.16 For single post sign supports and foundations, furnish and install sign supports and breakaway devices meeting criteria in FDOT Design Standard 11860.

3.17 For attenuators, furnish and install nine button Object Markers (OM1-1) as found in the FHWA Standard Highway Sign manual.

3.18 For delineators, roadside and surface mounted delineators that are removed will become the property of the Contractor to be disposed of properly.

3.19 For roadside flexible delineators, use Safe-Hit Corporation, type 2 Guide Posts (48" with flattened top).

3.20 For surface mounted delineators, use single unit Flexstake 48" Low Profile Surface Mount Delineators. Adhere the entire delineator base to the roadway surface.

3.21 For reflective markers:

- Furnish and install *3M™ Company Series 290 Reflective Pavement Markers* on the roadway surface. New pavement markers may be offset 1" from the pavement marking line if directed by the Manager of Maintenance, to improve adhesion to old pavement.

- Furnish and install guardrail reflective markers in kind or per the latest FDOT Design Standard (Index 400) as directed by the Manager of Maintenance.

- Furnish and install barrier wall reflective markers in kind or per the latest FDOT Design Standard (Index 410) as directed by the Manager of Maintenance.

Old pavement markers will become the property of the Contractor to be disposed of properly at locations provided by the Contractor. Roadside disposal does not constitute proper disposal.

3.22 For pavement markings, use thermoplastic for stop bars, crosswalks, edge lines along loop ramps and standard pavement messages and directional arrows. Use 3M ™ Company Stamark ™ High Performance Tape Series 380IES for all other striping on the mainline and ramps unless the Authority standards are revised. Furnish and install one stripe of the specified width, i.e.do not abut multiple stripes in order to meet the specified width (example: three 6 inch stripes to make one 18 inch stripe).

3.23 For all traffic striping and pavement markings, furnish and install in accordance with manufacturers specifications traffic striping and marking as specified in herein, including cleaning and protection of surfaces, and curing and protection of all items as required. Removal of pavement marking shall be by a method which does not significantly damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Repair any damage to the pavement which results from the marking removal operation.

3.24 All ground mount signs, except where noted in the plans, shall utilize 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or Authority approved equal in combination with mechanical fasteners (countersunk screws) to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Index Nos. 11200 and 11860) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Index Nos. 11200 and 11860 shall remain.

A. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

1. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

length ft. x width ft. = (a) $ft^2$ of sign surface area.

2. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

| Thickness (in.) | Weight ($lb/ft^2$) | |
|---|---|---|
| .080 | 1.15 | |
| .100 | 1.44 | From Table 7.4 of the |
| .125 | 1.80 | ASTM Chart for sheet and plate weights |

_____ $ft^2$ x _____ $lb/ft^2$ = _____ lbs. of static load.
(a) from Table (b)

3. Square Inches of Tape: Multiply pounds of load (b) by 4 $in^2$ of tape per pound to determine amount of tape required to support the load.

_____ lbs. x 4 $in^2$ /lb. = _____ $in^2$ of tape.
(b) (c)

4. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

_____ $in^2$ . 12 in./ft. = _____ lineal foot of 1-inch wide
(c) (d) tape required to support the weight of the sign face

5. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations. Payment shall be included in the unit price for the sign as bid.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the CEI for review by the manufacturer.

B. For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 22 inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1 inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1 inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

C. Installation Procedures

Required Surface Preparation for All Applications

1. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.

2. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water, then wipe the surface with a clean, dry cloth to remove solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. Contractor shall follow solvent manufacturer's directions and precautions for handling solvent.

3. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be re-cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.

4. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.

5. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

Assembly Steps for Bonding Stiffeners

1. Determine the amount of tape to be used from the procedures detailed above.

2. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Re-cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).

3. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand held roller or tape applicator.

4. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.

5. The sign surface where the stiffener is to be bonded shall be clean and dry.

6. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

Bonding Backing Strips on Multi-Panel Signs

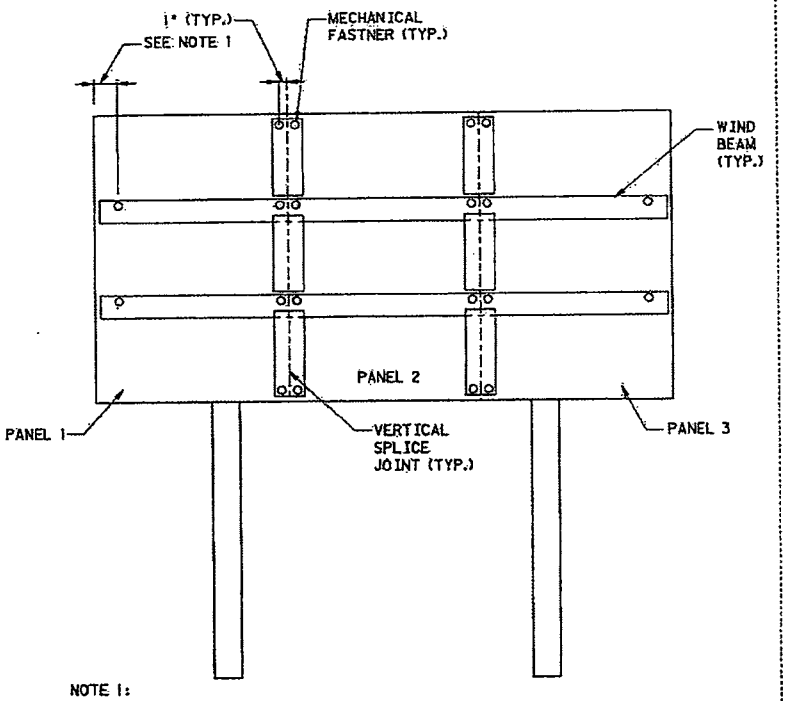
1. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).

2. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.

3. The backing strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.

4. The release liner shall be removed and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

Technical assistance and pricing information for this product may be obtained from 3M Industrial Tape and Specialties at 800-362-3550.




NOTE 1:

4" (TYP.) ON WIND BEAMS
2" MIN. (TYP.) ON BRACKETS

TYPICAL MULTI-PANEL SIGN
N.T.S.

END OF SECTION

**Attachment 8**
**TRAFFIC CONTROL DEVICES**

1.0 Description

1.1 Contractor shall furnish, install and maintain traffic control devices for both routine and emergency situations.

1.2 The Authority will provide a list of names and titles of individuals who are authorized to direct the Contractor to provide traffic devices. Do not provide any devices unless specifically directed to do so by an authorized individual.

2.0 Contractor Responsibilities

2.1 Use experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified in accordance with FDOT procedure 750-030-006(a), which is hereby incorporated by reference and made a part of this Contract as if fully set forth herein.

2.2 Provide a Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.
Ensure that the Worksite Traffic Supervisor performs the following duties:

1. Performs on site direction of all traffic control in a work zone.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations to ensure proper Maintenance of Traffic.
4. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
5. Is available on a 24-hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
6. On Maintenance of Traffic lasting more than 24 hours conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

2.3 Emergency Installations

Devices used in emergency situations are classified as either non-traffic control or traffic control.

2.3.1 Non-traffic control devices include Type I and Type II barricades with steady burn or flashing lights and sandbags for weight. These devices shall be used to delineate or identify a hazard along the roadside, median, and shoulder up to within 2 feet of a travel lane. These devices shall also be used within toll plazas.

2.3.2 Traffic control devices shall be used to control or guide traffic under the following general conditions:

a. Type I - Single lane closure
b. Type II - Two lane closure
c. Type III - Full roadway closure and/or detour route signing
d. Type IV - Ramp closure
e. Type V - Lane closure at toll plazas

2.3.3 The approximate number, types, and placement of traffic control devices required for each closure configuration shall be in accordance with the MUTCD and FDOT Design Standards Index Nos. 600 through 650 as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the Manager of Maintenance where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet for purposes of this contract.

2.3.4 Cones which shall be a Type I device can be used during daylight hours only, where their use does not exceed eight hours in any one day.

2.4 Maintenance of Devices

2.4.1 Perform daily inspection of all traffic control devices installed and replace all equipment and devices not conforming to standards.

2.4.2 Keep traffic control devices, warning devices and barriers in the correct position and clearly visible and clean at all times. Check batteries in barricades equipped with flashers and replace if necessary to ensure proper operation. Immediately repair, replace or clean damaged, defaced, or dirty devices or barriers as directed by the Manager of Maintenance.

2.5 Non-Emergency Installation at Interchanges

Furnish, install, and maintain Type II barricades with steady burn or flashing lights and sandbags for weight.

2.6 Variable Message Sign (VMS)

Furnish, operate and maintain portable Variable Message Signs (VMSs) (furnish fuel, oil and batteries) as directed by the Manager of Maintenance.

END OF SECTION

**Attachment 9**
**CABLE BARRIER SYSTEM REPAIR**

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of cable barrier, posts, cables, anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

2.1 Repair or replace damaged cable barrier and accessories using materials of a brand and quality equal to or better than the ones being replaced and shall be compatible with the existing equipment.

2.2 Accomplish all installations in accordance with the manufacturers requirements.

2.3 Parts provided by the Contractor shall be new. Rebuilt and or repaired parts will not be acceptable.

2.4 Remove and dispose of all debris from the right-of-way at the completion of the work.

2.5 Repair response time shall be a maximum of two (2) hours from time of notification. Reduction in compensation shall be assessed per the Scope of Services for emergency response.

2.6 Damaged cable barrier is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards.

2.7 Permanent repairs to damaged cable barrier shall be completed no later than the next day, unless, due to the severity of damage, the Manager of Maintenance determines a longer time frame is necessary. Failure to repair the damaged cable barrier within the time specified shall result in a penalty of $100 per day.

2.8 The Contractor shall maintain a sufficient inventory of spare parts for emergency repairs of the cable barrier system at no additional cost to the Authority.

END OF SECTION

**Attachment 10**
**FERTILIZER APPLICATION**

1.0 Description

1.1 Furnish and apply bulk fertilizer with truck or tractor pulled distributors to provide required nutrients to establish and maintain grass and vegetation. Apply fertilizer in accordance with the Contractor's approved Work Plan. It is anticipated that applications will occur within the Contract limits twice a year (March or April and September or October). Completion time for each application will be 10 calendar days.

2.0 Contractor's Responsibilities

2.1 Use equipment specifically designed for commercial application of fertilizer. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work.

2.2 Properly use and dispose of all chemicals and fertilizers in strict accordance with applicable local, state, and federal environmental regulations and shall indemnify the Authority for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and fertilizers.

2.3 Fertilizer Requirements

Commercial fertilizer shall comply with all applicable State of Florida fertilizer laws and regulations.

2.3.1 The numerical indication of fertilizer indicates the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash, contained in the fertilizer.

2.3.2 The chemical designation of this fertilizer shall be 15-0-15 distributed uniformly at 290 pounds per acre unless otherwise directed by the Manager of Maintenance.

2.3.3 The fertilizer shall contain 15% total nitrogen with 50% of its nitrogen in the water insoluble form and shall be derived from a fertilizer grade of:

A. Ureaform containing 38% nitrogen and having an activity index of 40% as determined by the appropriate A.O.A.C. procedure; or

B. Isobutylidene Diurea containing 31% nitrogen with a particle size of 0.7 – 2.0 millimeters (coarse grade); or

C. Sulfur Coated Urea containing a minimum of 35% nitrogen

2.3.4 The remaining 50% of nitrogen shall be water soluble derived from:

A. 5.25% Ammoniacal nitrogen

B. 0.25% Nitrate nitrogen

C. 2.0% Urea nitrogen

If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

2.3.5 If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

2.4 Limits of Fertilizer Application

2.4.1 In general, spread fertilizer on all slopes, and in median islands. On steep slopes where machine spreading is not practical, perform spreading by hand operated mechanical spreaders.

2.4.2 It is the intent to fertilize all areas routinely mowed by the Authority. Any variation from these mowing areas will be designated by the Manager of Maintenance.

END OF SECTION

**Attachment 11**
**CHEMICAL CONTROL OF WEEDS AND GRASS**

1.0 Description

1.1 Provide all labor, materials and equipment necessary to apply herbicides to roadside vegetation to treat undesirable weed and brush growth around roadside obstructions, in surface joints, on paved surfaces, along fence lines, around ornamental plantings, along shoulders, edge of pavement, curb and gutter, around guardrail, signs, culvert ends, bridge abutments, and narrow or wide medians, on and around MSE walls and any and all concrete structures. Perform aquatic vegetation control along outfall ditches, roadside ditches, around drainage structures and side drains.

2.0 Contractor Responsibilities

2.1 Materials

All herbicides shall be commercial quality complying with the herbicide laws of the State of Florida. Submit manufacturer's Material Safety Data Sheets and application rates for all herbicides intended for use to the Manager of Maintenance for approval prior to beginning work. When herbicides are used around guardrail, curbs and miscellaneous obstructions, use a dye to highlight the area(s) sprayed. Dye shall not be used when applying herbicide on painted soundwalls, MSE walls or any other painted surface.

2.2 Equipment

Use equipment specifically designed for commercial application of herbicides. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Manager of Maintenance.

Herbicide application in conjunction with mowing shall use a computerized control system to dispense chemical inside the mower deck or an enclosed chamber simultaneous to the mowing operation. Apply herbicide directly to the cut of the surface tissue of the plant at the moment of cut. Equip each deck with an independent control to provide simultaneous or singular use of each particular deck. Use a computer that will automatically signal the operator with an audible alarm and a visible diagnostic error message should the vehicle ground speed and selected application rate exceed the pump output capacity or become too slow for uniform application of materials. The computer system console must display the accumulated area treated, the accumulated distance traveled, the speed, and the rate of application. The computerized control system must provide daily

computer generated documentation of the total area treated and the total quantity of chemical applied.

2.3 Method of Application

2.3.1 Use the FDOT publication called A Guide to Chemical Weed and Grass Control, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as the standard reference in determining desirable treatments.

2.3.2 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the Authority for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

2.3.3. Replace desirable trees or other plants, at no cost to the Authority that are injured or lost due to the Contractor's negligence in the application of herbicides.

2.4 Ensure that employees who work with registered and restricted use pesticides are certified as to qualifications for handling material safely and correctly in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA). Such employees shall also possess the Florida Department of Agriculture's Public Applicator Certification for use of restricted pesticides.

2.5 Complete a Daily Herbicide Report (provided by the Authority) for each location where weed and grass control is taking place. Submit completed forms to the Manager of Maintenance on a weekly basis.

2.6 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections; areas that are determined to be unacceptable shall be treated again at no additional cost to the Authority.

END OF SECTION

**Attachment 12**
**GRAFFITI AND STAIN REMOVAL**

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to perform pressure cleaning and/or painting of bridges, including beams and columns, concrete barrier walls, concrete slopes, and reinforced/ retained earth wall faces and other structures to remove graffiti and other unsightly stains and markings.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 Clean surfaces using equipment appropriate for removal of the graffiti or other unsightly stains and markings. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and reviewed by the Manager of Maintenance prior to use. Do not use hydrocarbon solvents.

2.3 Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays and legal holidays) after notification. Graffiti determined to be profane or offensive by the Manger of Maintenance shall be removed and, at a minimum, a temporary coating applied within two (2) hours of notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew. Penalties defined in the Scope of Services for emergency response shall be applicable. Completion of routine work shall not be affected by the need to perform emergency work.

2.4 Apply the following finishes where applicable:

2.4.1 Concrete surfaces shall receive a Class 5 finish in accordance with Section 400 of the FDOT Standard Specifications. Apply anti-graffiti coating to Class 5 finish. Cleaning, surface preparation, application rates shall be in accordance with manufacturers recommendations. All products must be listed on the FDOT Qualified Products List.

2.4.2 Structural steel surfaces shall receive maintenance painting in accordance with Maintenance Specifications Attachment 20, Section 560, Coating Structural Steel.

2.4.3 Painted concrete surfaces

Ambient Conditions: Do not apply paint unless the surface temperature is 5°F above the dew point and the relative humidity is below 85%. No paint shall be applied when the ambient air or surface temperature is less than 50° F or above 95° F, unless authorized in writing by the Manager of Maintenance.

Do not apply any paint that contains more than 100 ppm lead.

Remove any paint that curls or lifts after application and repaint the areas as per specification.

The color and scheme of the finish coat(s) shall match existing. The color of the primer (textured) coat shall contrast with color of the finish coat. Apply two layers of pigmented anti-graffiti coating (TEXT COTE-TY-COTE). Coating thickness and cure time shall be per manufacturer's recommendations.

Coating Materials: All concrete coatings materials must be obtained from Textured Coatings of America, Inc. Textured Coatings of America, Inc has prepared specific in-house batch numbers for each of the paint colors to be used:

Dark Brown – Color 33446, Batch 40304-103
Light Brown – Color 33690, Batch 40304-102
Dark Green – Color 34227, Batch 4034-101
Light Gray – Color 36622, Batch N/A

2.5 Collect all debris resulting from the cleaning process and remove from the Authority's right-of-way at the end of each workday.

2.6 Painted areas shall be comprised of complete panels or sections. Spot painting will not be accepted. Completed areas of work shall be free from graffiti and stains after cleaning as determined by the Manager of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to the Authority.

END OF SECTION

**Attachment 13**
**ASPHALT-IN-PLACE REPAIR**

1.0 Description

1.1 Provide all labor, materials, equipment, and incidentals necessary to perform the work as specified herein. Repair asphalt that may be damaged by vehicle accidents, spills, fire or other conditions as determined by the Manager of Maintenance. Contractor or subcontractor shall be prequalified by the Florida Department of Transportation (FDOT) to perform milling and asphalt paving operations.

2.0 Contractor Responsibilities

2.1 Milling

2.1.1 Method of Operation

Remove existing pavement to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified by the Authority's Manager of Maintenance.

Establish the longitudinal profile of the milled surface by a skid sensor on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by a second skid sensor near the outside edge of the cut or by an automatic cross slope control mechanism.

Multiple cuts may be made to achieve the required pavement configuration or depth of cut.

Operate the milling machine to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Place temporary pavement markings to match existing lane lines.

2.1.2 Equipment

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface.

If the machine is equipped with preheating devices, special attention is directed to the fact that local environmental and other regulations governing the operation of this type equipment may vary considerably at each location. Comply with all local regulations, as well as State and Federal rules, and obtain all necessary permits.

2.1.3 Milled Surface

The milled surface shall have a reasonably uniform texture which will provide good bonding, shall be within 1/4 inch of the true profile grade, and shall have no deviations in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above states tolerate may be accepted without correction if the Manager of Maintenance determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile as determined by the Manager of Maintenance.

The Manager of Maintenance may require re-milling of any area which a surface lamination causes a non-uniform texture to occur.

2.2 Overlaying and Patching

2.2.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Manager of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high quality asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

a. Establish traffic control
b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.
c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Manager of Maintenance or designated representative.
d. Apply light tack coat.
e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular and shall not present a bump or depression and shall provide a smooth ride and transition.

Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Manager of Maintenance.

2.3 Materials

Use only materials conforming to the requirements of the specifications and approved by the Manager of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Manager of Maintenance for approval prior to using the material on the project.

Unless otherwise specified, construct asphalt pavement with the following limitations:

(i) Surface course material shall generally be compatible with existing pavement in the vicinity of the work.

(ii) The use of reclaimed asphalt shall meet the requirement of Section 334 of the FDOT Standard Specifications.

(iii) Layer thickness for asphaltic concrete structural courses shall comply with Index 514 of the FDOT Design standards.

(iv) Friction course material shall not be used for base, leveling or as a structural course.

Random testing of materials may be performed by the Manager of Maintenance at any time during their preparation and used to verify compliance with Section 330 of the FDOT Standard Specifications.

2.4 Perform work in accordance with the following specified sections of the FDOT's Standard Specifications. References in the incorporated sections to the Engineer shall be taken to mean the Authority's Manager of Maintenance. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following Standard Specifications sections apply:

Section 101 Mobilization
Section 320 Hot Bituminous Mixtures Plant, Methods and Equipment
Section 327 Milling of Existing Asphalt Pavement
Section 330 Hot Bituminous Mixtures - General Construction Requirements
Section 334 Superpave Asphalt Concrete
Section 337 Asphalt Concrete Friction Course
Section 339 Miscellaneous Asphalt Pavement

In Section 327, Milling of Existing Asphalt Pavement, references to opening of milled areas to traffic are hereby deleted. All milled areas must be resurfaced prior to opening to traffic. Any exception must have the specific approval of the Manager of Maintenance.

Maintenance of traffic shall be in accordance with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic

2.5 For milling existing asphalt pavement, mill existing asphalt pavement, haul off and stockpile or otherwise dispose of the milled material, including temporary striping and removal of existing reflective markers. Disposal at an appropriate site off the Authority right-of-way shall be the sole responsibility of the Contractor.

END OF SECTION

**Attachment 14**
**MECHANICAL ROAD SWEEPING**

1.0 Description

Perform routine mechanical road sweeping to protect the roadways from excessive accumulation of debris along the roadways. The term debris includes all materials normally picked up by a mechanical sweeper such as sand, glass, paper, cans, and other materials. It also includes large limbs, wood, cable, and other materials in the areas to be swept.

2.0 Contractor Responsibilities

2.1 These specifications are end-result oriented. Although the sweeping activity is expected to be accomplished by mechanical means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Manager of Maintenance or his designated representative, regardless of the number of sweeping passes required to achieve the specified quality.

2.2 Areas to be maintained:

2.2.1 Perform sweeping and/or cleaning on the following designated areas of the highways:

(i) Along all outside and median paved shoulders for the full length and width of the shoulder.

(ii) At all paved gore areas where interchange ramps converge and diverge from the through traffic lanes for the full width of the gore.

(iii) Along all concrete median barrier walls for the full length of the wall (full width).

(iv) Along all paved inside and outside shoulders of interchange ramps for the full length and width of the shoulders.

(v) Along all pavements of interchange ramps at places where foreign matter has accumulated thereon.

(vi) Along all curbs in any of the above areas.

(vii) Along all bridge curbs paralleling and adjacent to the traffic lanes (full width).

2.3 Quantity and Frequency of Sweeping

Begin each sweeping cycle in accordance with the Contractor's approved Work Plan The total number and the timing of cycles will depend upon the roadway conditions, or severity of debris on the areas where sweeping is to be performed. Mechanical roadside sweeping within the Contract limits shall be accomplished eight (8) times during each year. The actual number of sweeping cycles may be increased or decreased as directed by the Manager of Maintenance.

2.4 Equipment

2.4.1 All equipment must be approved by the Manager of Maintenance before being placed into service. Properly maintain all safety devices at all times the equipment is in use.

2.4.2 If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

2.4.3 Inspection and approval of the Contractor's equipment by the Manager of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

2.4.4 Do not use equipment which damages the pavement or turf. If this occurs, fix or replace damaged areas at no cost to the Authority.

2.4.5 When a mechanical sweeper is in use, mount a "Slow Moving Vehicle" sign and an arrow board on the rear with a Type B high intensity warning light mounted on top of the vehicle.

2.4.6 Provide a follow vehicle. Equip the follow vehicle with a sequential arrow panel with an approved crash cushion system attached.

2.5 Equipment

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If in the opinion of the Manager of Maintenance the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, provide additional equipment as directed by the Manager of Maintenance.

2.6 Equipment Specifications

2.6.1 When requested by the Manager of Maintenance, provide proof of ownership, signed subcontract, or a signed lease for the duration of the Contract, for at least one mechanical road sweeper, one attenuator truck and two arrow boards.

2.6.2 Where new equipment will be purchased, provide the Authority with a guaranteed delivery date to verify that work can begin on time.

A. Mechanical Road Sweeper

The road sweeper shall be a mechanical sweeper or sweepers with at least a combination of six (6) cubic yard capacity, and each shall be equipped with a FDOT approved arrow board.

B. Attenuator Truck

The attenuator truck shall be at least 10,000 gross vehicle weight.

C. Flashing Arrow Board

Standard FDOT approved flashing arrow board.

Minimum Size: 30" x 60"
Minimum Number of Panel Lamps: 15 lamps
Minimum Legibility Distance: 3/4 mile

Arrow panels shall be rectangular, of solid construction, and finished with non-reflective flat back. The panels shall be mounted on a vehicle, trailer or other suitable support.

Minimum mounting height shall be 7 feet above roadway to the bottom of the panel, except on vehicle mounted panels which shall be as high as practicable.

2.7 Safety

2.7.1 In the event that an accident occurs involving the Contractor's equipment while the equipment is being used to accomplish authorized work, no relief in responsibility for work performance will be granted to the Contractor.

2.7.2 If another accident, meeting the above criteria, occurs within 21 days of the first accident, the Contractor will be given relief of responsibility for a period of 21 calendar days from the date of the second accident, not including the accident day. This period will be provided to allow the Contractor time to acquire additional equipment, so as to minimize the amount which the Contractor should keep on hand.

2.8 Method of Operations

2.8.1 Do not begin any roadway sweeping until authorized by the Manager of Maintenance in writing to do so. Perform all sweeping during daylight hours other than 6:00 - 9:00 AM or 3:00 - 6:00 PM. Special schedules may be established with the approval of the Manager of Maintenance. Special schedules shall be in writing and may include weekend and holiday work in addition to night time hours.

2.8.2 Complete each sweeping cycle in its entirety prior to beginning another cycle.

2.8.3 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc., that cannot be traversed by the sweeper including the area under guardrail on paved shoulders. Remove any item such as newspaper, magazines, large boxes, etc., that would be torn, ripped, scattered or further sub-divided by the sweeper that will result in an objectionable appearance.

2.8.4 Dispose of debris properly and in accordance with state and local rules and regulations in effect at the time of disposal.

2.8.5 Provide equipment, guard truck and sweeper with adequate warning lights and signs at all times to protect equipment from being overrun by traffic during the course of operation and also when moving equipment to another job location.

2.8.6 Load, haul and dispose of all accumulated material to an approved disposal site outside the project limits.

2.8.7 Do not create excessive airborne dust or other particulates. Use equipment supplied with functioning water spray equipment normal to the industry for dust control.

2.8.8 During periods of sweeping operations, consult with the Manager of Maintenance for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-sweep these areas so that the total sweeping cycle may be completed in a satisfactory manner within the specified time.

2.8.9 Sweep around vehicles that are parked in the sweeping area. The area occupied by a parked vehicle will be considered as work accomplished.

2.9 Limitation of Operation

2.9.1 When sweeping areas within ten feet of the travel way, operate the equipment in the direction of the traffic. Comply with safety requirements contained in Index Drawing Nos. 600 and 619 of the Design Standards.

2.9.2 When necessary for sweeping equipment to cross the travel way, select a location that provides a minimum of 500 feet of unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings. U-turns are not permitted.

END OF SECTION

**Attachment 15**
**REPAIR AND RESTORATION OF SLOPES, SHOULDERS AND ROADSIDE DITCHES AND CANALS**

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to repair and/or restore roadway shoulders, slopes, and roadside ditches including clearing and grubbing, site preparation, hauling, grading, stabilizing, sodding, seeding and mulching, miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, and riprap. Finished work shall generally conform to the lines and grades shown on the original approved for construction drawings. The Authority will be responsible to secure and pay for any required environmental and water management permits for the work covered under the Contract.

2.0 Contractor Responsibilities

2.1 Comply with both the requirements of the FDOT Design Standards Index Series 600 and the MUTCD, latest edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.

2.2 Blade down high points of shoulders, slopes, and accessible ditches, and rough grade, remove, and haul unsuitable material to appropriate disposal sites provided by the Contractor. Retain material on site for use as needed. The Manager of Maintenance will make a determination as to the suitability of the retained material, which may be used as either stabilizer or backfill. Dispose of all suitable surplus material or uniformly spread in areas approved by the Manager of Maintenance.

2.3 Place suitable material in low points of shoulders, slopes, and ditches, and rough grade and mix with existing material. Furnish borrow or topsoil material, as directed by the Manager of Maintenance, necessary to complete the work if sufficient material is not available on site.

2.4 Roll completed shoulder areas with pneumatic-tired equipment.

2.5 Grade site(s) to meet adjacent contours and provide flow for surface drainage. Provide and maintain all measures required for the prevention, control and abatement of erosion and water pollution.

2.6 Place miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, sod, seed and mulching, fertilizing, riprap and sand-cement filler at the direction of the Manager of Maintenance.

2.7 The application rate for grass seed, in pounds per acre, shall be the sum of both permanent and temporary grasses as referenced herein and in Index Drawing No. 104.

2.8 Use water sprinkling or other suitable method to limit the amount of dust and dirt rising and scattering in the air to the extent practical for the conditions of the work as determined by the Manager of Maintenance.

2.9 Use sand-cement filler and water to fill voids in bridge approaches and at other locations specified by the Manager of Maintenance. Proportion the sand and cement in a ratio of five parts sand (loose volume) to 1 part Portland cement. Consistency of mixture shall be such that pumping can be accomplished to achieve even distribution in void being filled. The Manager of Maintenance may approve other mixes that are specifically designed for this purpose.

2.10 Perform work in accordance with the following specified sections of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the incorporated sections to the Engineer shall be taken to mean the Authority's Manager of Maintenance or designated representative. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following standard specification sections apply:

Section 110, Clearing and Grubbing
Section 120, Excavation and Embankment
Section 160, Stabilizing
Section 162, Prepared Soil Layer
Section 230, Limerock Stabilized Base
Section 339, Miscellaneous Asphalt Pavement
Section 524, Concrete Ditch and Slope Pavement
Section 530, Riprap
Section 570, Performance Turf
Section 914, Stabilization Materials

2.11 Repair damage caused by operations to adjacent facilities. Do not use equipment that damages the pavement or turf area.

2.12 Leave site(s) in clean condition free from materials, rubbish, and debris. Grade site(s) to meet adjacent contours and provide flow for surface drainage.

2.13 When cleaning and reshaping ditches, clear wet ditches and/or canals of vegetation and reshape them to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.

2.14 For ditch construction, construct ditches and/or canals to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.

2.15 Install limerock material and compact to a firm and unyielding base. Compaction will be based on visual inspection by the Manager of Maintenance or authorized representative in lieu of density testing.

2.16 For seeding and mulching, the mulch machine shall make enough passes to cut in mulch every 4 inches. A seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.

2.17 For seeding and fertilizing, a seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.

END OF SECTION

**Attachment 16**
**DRAINAGE SYSTEM REPAIR AND CLEANING**

1.0 Description

Perform jet/vacuuming and cleaning drainage pipe, catch basins, junction boxes, and associated grates; clean underdrains; clean ditch pavement; repair or replace skimmers with fiberglass; and adjust manholes and inlets. Perform minor repairs (replace broken frames and grates, reset frame and grate, patch spalled areas and seal cracks in structures.

2.0 Contractor Responsibilities

2.1 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651.

2.2 Clean drainage systems and structures using equipment appropriate for the required cleaning operation. Unit shall be equipped with an evacting system large enough to handle the quantity of water used to clean the systems and the resulting debris.

2.3 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.

2.4 Respond to emergency situations as directed by the Manager of Maintenance. Response time to a site shall be 2 hours or less after notification by the Manager of Maintenance. Penalties described in the Scope of Services are applicable. Response team shall include a working supervisor and laborer, a jet/vacuuming truck, and additional equipment necessary to handle the type of emergency described by the Manager of Maintenance, including a truck mounted flashing arrow board and enough traffic cones to close a lane on the roadway.

2.5 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.

2.6 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.

2.7 Contractor's equipment must be approved by the Manager of Maintenance before being placed in service. Properly maintain safety devices at all times the equipment is in use. If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

2.8 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to the Authority.

2.9 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Manager of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no additional cost to the Authority. The Manager of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

2.10 At the direction of the Manager of Maintenance, make necessary miscellaneous repairs to drainage system components. Repairs also include, but are not necessarily limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God. Repairs that are required due to the negligence of the Contractor shall be repaired by the Contractor at no cost to the Authority.

2.11 Provide drainage system materials that are equal to or better than the materials that were previously used or found in use and with 100% compatibility with existing drainage system.

END OF SECTION

**Attachment 17**
**CONCRETE REPAIRS AND JOINT SEALING**

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on bridges, roadways, slope pavement, and reinforced earth retaining walls. Patch spalled areas on bridge decks, pier caps, handrails, concrete pavement and the partial or total replacement of roadway slabs.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 When working over a travel lane, close that lane to traffic and use proper traffic control devices conforming to FDOT and MUTCD requirements to cause traffic to use the remaining lane.

2.3 Joint Repairs on Bridge Decks: Compression seals shall be elastomeric.

2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy duty bridge seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.

2.3.2 Accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Form a joint in the new widened portion of the deck to match existing. Saw cut will be allowed.

2.3.3 All seals shall be installed in conformance with the manufactures recommendations, including adjustments for temperature variances

2.3.4 Compression seals shall be continuous from gutter to gutter on the bridge.

2.3.5 Thoroughly coat all contact surfaces between the compression seals and concrete surfaces with a compression seal adhesive.

2.3.6 Restore spalled areas of existing edge of deck slab, using approved methods and materials, before saw cutting the joint.

2.4 Joint Repairs on Bridge Approaches and Concrete Pavement:

2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).

2.4.2 Clean joints before applying new material.

2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.

2.4.4 Joint materials shall be included in the approved list (Qualified Products list) on file with the Florida Department of Transportation, Value Engineering Office.

2.5 Joint Repairs on Slope Pavement and Miscellaneous Concrete:

Repair procedure generally follows that specified for bridge approaches and concrete pavement in paragraph 2.6 below.

2.6 Repairs to Concrete Bridge Deck, Concrete Roadway Slabs, Pier Caps, Handrails:

2.6.1 Remove unsound concrete and reshape area edges to provide a vertical faced wall. Bridge decks require a depth to 1 inch below the first reinforcing material. Place forms if required.

2.6.2 Patching material shall be on the FDOT Qualified Products list. Place patch material and finish consistent and level with surrounding pavement, deck or other surface. For areas requiring rapid hardening concrete bag mix, the mix shall meet or exceed the performance of Eucospeed MP as manufactured by Euclid Chemical Co., or SET-45 as manufactured by Master Builders Technologies.

2.7 Cleaning and Resealing Joints

2.7.1 Remove the existing expansion joint material and furnish and install a backer rod and pourable elastomeric joint sealant in accordance with the requirements of the manufacturer.

2.7.2 The sealant used shall meet or exceed the performance and material requirements of Dow Corning 902 RCS, a two-component, silicone rubber sealant, manufactured by Dow Corning Chemical Corporation, Midland, Michigan 48686-0994.

2.7.3 The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.

1. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.

2. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.

3. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.

4. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.

5. Mix the sealant (Dow Corning 902 RCS) in accordance with the manufacturer's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.

2.8 Removal and Disposal of Joint Materials

Remove and properly dispose of old joint material.

2.9 Collect all debris resulting from the work and remove from the Authority's right-of-way.

2.10 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to the Authority.

END OF SECTION

**Attachment 18**
**TREE TRIMMING AND REMOVAL**

1.0 Description

1.1 Trim desired trees and brush or remove undesired trees and brush, and dispose of resulting waste and debris. Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in *The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices* (ANSI A300-2001). Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances (i.e., sign posts and bases, delineator posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys landscape areas, etc.) to the Manager of Maintenance. Replace any fence, fence post or other appurtenance found damaged after beginning work at no cost to the Authority.

2.0 Contractor's Responsibilities

2.1 Tree trimming and removal shall be required to maintain visibility and clear obstructions from signs, lighting, roadway surveillance cameras, guardrail, fences and other roadway features. Tree trimming may be required to remove dead, decaying, dying or diseased branches or trees or as may be directed by the Manger of Maintenance.

2.2 Use equipment designed for the performance of work described herein. Maintain equipment in good repair and operating condition at all times meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use. Cut and trim the trees to the height and width desired using mobile, mechanical equipment capable of vertical, horizontal and angle cuts.

Do not use equipment on the Authority's right-of-way that damages the pavement, curbs or turf area. Repair damage resulting from work activities at no cost to the Authority before resuming project activities.

2.3 Obtain any and all permits and licensing required by law during the term of this contract. Provide and distribute any announcements or written notices that may be required.

2.4 Trim the trees to the height and width required to clear the obstruction as directed by the Manager of Maintenance. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing and weak branches. Cut and remove all branches or limbs in accordance with ANSI A300 Standards. Topping or heading back is not a recommended pruning practice. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb. Do not cut limbs back to stubs. When practical, cuts will be made in accordance to A-300 Standards, and the natural shape and structure of the tree should be maintained.

2.5 Remove trees by severing and lowering to the ground suitable sized sections of limbs or trunk. Use suitable ropes, slings, guidelines and block and tackle to safely lower the severed branches and trunk sections. Cut the main trunk at or below the ground surface. Treat the stumps with an herbicide labeled for stump use and approved by the Manger of Maintenance. Use of soil sterilant or residual type materials will not be permitted.

2.6 Brush Removal: Cut and remove vegetation with multiple trunks extending from a common root-base (i.e., Brazilian pepper, myrtle, palmettos, bamboo, palms, etc.) flush with the ground surface. Remove all stumps or debris.

2.7 Tree and Brush Removal from Fence Lines: Cut and remove trees and brush within the right-of-way and adjacent to the fence creating a corridor measuring ten (10) feet in width and 15 feet in height. The corridor should be cut to avoid the trees marked by the Manager of Maintenance not to be removed while maintaining a clear corridor to the dimensions stated above. Cut and remove trees and brush diagonally from the roadway to the right-of-way fence creating access corridors (10 feet in width and 15feet in height at intervals of not more than (2000 feet, or as required by outfall ditches, natural drains, or other intersecting roadways, railroads, etc.

2.8 Stump Removal: Remove stumps (including protruding roots and debris) to a depth of (12inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.

2.9 Disposal of Debris: Dispose of all debris and waste in compliance with all local, state and federal regulations. Debris may be stockpiled in the Authority's right-of-way for a period of time determined by and with the written approval of the

Manager of Maintenance. With the approval of the Manager of Maintenance, wood chips may be evenly distributed to a depth of no more than one inch in designated areas in the Authority's right-of-way.

2.10 Quality: Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

END OF SECTION

**Attachment 19**
**SECTION 102**
**MAINTENANCE OF TRAFFIC**

**102-1 General Provisions.**

For purposes of this Attachment, "CEI" shall be taken to mean the Manager of Maintenance.

**102-1.1 Description:** Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. Construct and maintain any necessary detour facilities. Provide necessary facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Furnish and apply calcium chloride on the subgrade, unsurfaced base, or other unsurfaced traveled ways in order to control dust during construction operations. Provide any other special requirements for safe and expeditious movement of traffic as may be specified on the plans. The term, Maintenance of Traffic, includes all of such facilities, devices, and operations required for the safety and convenience of the public as well as for minimizing public nuisance.

**102-1.2 Sections Not Requiring Traffic Maintenance:** In general, do not maintain traffic over those portions of the Project where no work is to be accomplished or where construction operations will not affect existing roads. However, do not obstruct or create a hazard to any traffic during the performance of the Work, and repair any damage to existing pavement or facilities caused during the Work.

**102-1.3 Detours Over Existing Roads and Streets:** When the Authority specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

**102-1.4 Contractor's Responsibility:** Maintain traffic starting the day Work begins on the Project or on the first day Contract Time is charged, whichever is earlier. Continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights. Provide an individual responsible for this review who is certified as an American Traffic Safety Services Association Certified Worksite Supervisor.

The Contractor shall remove all equipment and portable signs from the shoulder during non-construction operations. Such signs and equipment can be placed behind guardrail if available. Post-mounted signs shall be covered

**102-2 Specific Requirements.**

**102-2.1 Maintenance of Roadway Surfaces:** Maintain all lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities on asphalt. Keep the lanes reasonably free of dust, and, when necessary to accomplish this, sprinkle them with water, or apply

some other dust palliative. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

**102-2.2 Number of Traffic Lanes:** See the Traffic Control Plan.

**102-2.3 Crossings and Intersections:** Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the CEI.

Prior to interruption of traffic flow that will cause a temporary interruption to the local traffic flow, the Contractor shall submit to the CEI at least two (2) weeks prior to anticipated stoppage, a schedule of the proposed stoppages. Upon approval, the Contractor shall notify all emergency services (police, rescue and fire) of the stoppages five (5) days in advance.

**102-2.4 Law Enforcement Services:** The Contractor shall determine when uniformed off-duty law enforcement officers, including marked law enforcement vehicles, are necessary to protect personnel and equipment and to assist in controlling and directing traffic in the work zone.

Payment for off-duty law enforcement officers, if used, will not be paid separately but will be included in the lump sum price for maintenance of the roadway.

**102-3 Traffic Control.**

**102-3.1 Standards:** FHWA's MUTCD Part 6 is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations. Follow the basic principles and minimum standards contained in this manual for the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits. Understand that the standards established in the aforementioned manual constitute the minimum requirements for normal conditions. The CEI will require additional traffic control devices, warning devices, barriers, or other safety devices where unusual, complex, or particularly hazardous conditions exist. In case of conflict between MUTCD and Design Standards Index 600, the more stringent requirement shall prevail.

Reflectorize traffic cones used at night with cone collars meeting the following requirements:

(a) Use collars designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

(b) For the retroreflective sheeting for the collars, meet the requirements of ASTM D 4956 Table 4, Type VI; excluding 0.1 degree observation angle and -4 degree, +30 degree entrance angles.

Provide three certified copies of test reports and certification from the manufacturer that the material furnished meets all requirements of (b) above. Use reflective collars for cones included on the Qualified Products List.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994. Reflective sheeting material for all work zone signs, both on and off the Authority system, shall be fluorescent orange Type VII meeting requirements of Section 994. Mesh signs shall not be used for work zone signs. Rollup sheeting (Type VI, 3M Diamond Grade Fluorescent Roll Up Sign Sheeting RS24 or equal) may be used in day or night operations not to exceed 24 hours and approval is given by the CEI.

**102-3.2 Traffic Control Devices, Warning Devices and Barriers:**

**102-3.2.1 Installation:** Install and maintain adequate traffic control devices, warning devices and barriers to protect the traveling public and workers, and to safeguard the work area. Erect the required traffic control devices, warning devices and barriers to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing. Use only those devices that are included on the Qualified Products List (QPL). Use construction signs meeting the requirements of Section 700-2.5 and 700-5.5. Specific requirements for Maintenance of Traffic devices, additional to the requirements of this Section, are contained in the 600 series of the FDOT Design Standards. Immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

All QPL approved safety devices must meet the requirements of National Cooperative Highway Research Report 350 (NCHRP 350) and current FHWA directives. Manufacturers seeking evaluation must furnish certified test reports showing that their product meets all test requirements set forth by NCHRP 350.

Notify the CEI of any scheduled operation which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of traffic control devices, warning devices or barriers. Assign an employee the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. Keep the CEI advised at all times of the identification and means of contacting this employee on a 24-hour basis.

**102-3.2.2 Maintenance of Devices and Barriers:** Keep traffic control devices, warning devices, and barriers in the correct position, properly directed, clearly visible and clean, at all times. Immediately repair, replace or clean damaged, defaced or dirty devices or barriers and have the CEI approve them for use.

**102-3.2.3 Temporary Impact Attenuators:** Furnish, install, maintain and subsequently remove temporary vehicular impact attenuators in accordance with the details and notes shown in the plans, and the FDOT Design Standards. Maintain the attenuators until their authorized removal. Repair all attachment scars to permanent structures and pavements after attenuator removal.

**102-3.2.4 Flagger:** Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required in 102-3.1. The Worksite Traffic Supervisor or others as approved by the Authority will provide training for flaggers using FDOT-approved training materials.

**102-3.2.5 Existing Pavement Markings:** Where a detour changes the lane use or where normal vehicle paths are altered during construction, remove all existing pavement markings that will conflict with the adjusted vehicle paths. Do not overpaint. Remove existing pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Grinding will not be permitted. Remove all pavement markings that will be in conflict with "next phase of operation" vehicle paths as described above, prior to opening to traffic.

**102-3.2.6 No Waiver of Liability:** Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or its surety.

**102-3.2.7 Portable Arrow Boards:**

**102-3.2.7.1 Scope:** These Specifications expand the basic requirements that all portable arrow boards must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval of their arrow board shall provide the Authority with a prototype unit to be evaluated in accordance with these Specifications and certify that the furnished unit meets all requirements specified herein.

**102-3.2.7.2 Display Panel and Housing:**

(a) The display housing assembly shall be weather-tight to protect the panel from the elements.

(b) All nuts, bolts, washers and other fasteners shall be of corrosion resistant material.

(c) The display assembly shall be equipped with an automatic dimming operational mode capable of a minimum of 50% dimming and a separate manual dimmer switch.

(d) The display panel background and frame for the display assembly shall be painted flat black and must meet Federal Specification TT-E-489.

(e) Display panel and housing shall be designed and constructed to allow the unit to be operated in the displayed position at speeds of 30 mph. In the down position it shall b designed for speeds of 65 mph.

(f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground, in accordance with the MUTCD.

(g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.

**102-3.2.7.3 Arrow Board Matrix:**

(a)The minimum legibility distance for various traffic conditions are based on the decision-sight distance concept. The minimum legibility distance is the distance at which the arrow panel message can be comprehended by a driver on a sunny day or a clear night. The arrow panel size that is needed to meet the legibility distance is listed as follows:

| Type | Minimum Size | Number of Panel Lamps | Minimum Legibility Distance |
|---|---|---|---|
| B | 30 by 60 inches | 13 | 3/4 mile |
| C | 48 by 96 inches | 15 | 1 mile |

For use on the state highway system, the Types "B" or "C" advance warning arrow boards may be used for low to intermediate (0 to 50 mph) facilities and for maintenance or moving operations on high-speed roadways. Type "C" arrow boards shall be used on high-speed (50 mph and up).

(b) Devices shall meet all arrow board displays identified in the MUTCD.

(c) The lamp lens should be 5 3/4 inches in diameter. Smaller lamp lens diameters are permissible only if they provide an equivalent or greater brightness indication and meet the legibility criteria in Section (a) of this Specification.

(d) The color of the light emitted shall be in accordance with the MUTCD.

(e) There shall be a 360 degree hood for close-up glare reduction.

(f) For solar powered arrow boards the bulbs shall provide a 350 candle power intensity for day use and an automatic reduction or dimming capacity for night use. The dimmed night operation shall provide adequate indication without excessive glare.

(g) The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute as required in the MUTCD.

(h) The minimum lamp "on time" shall be 50% for the flashing arrow and 25% for the sequential chevron.

**102-3.2.7.4 Electrical System:** For diesel engines the following shall apply:

(a) The power supply and electrical system shall be self-contained within the unit.

(b) The engine shall have an electrical starting system.

(c) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.

(d) The electrical system shall meet the National Electrical Code where applicable.

(e) A backup power system that shall operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.

(f) The starting batteries and back-up power supply system batteries shall be automatically charged when the generator is operating.

(g) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

(a) The unit shall provide automatic recharging of power supply batteries to normal operating levels.

(b) Solar array recovery time shall be accomplished in a maximum of three hours.

**102-3.2.7.5 Battery Life Test:** The following shall apply to batteries:

(a) The photovoltaic unit shall be able to operate from a full battery charge without sunlight for a period of not less than 21 days.

(b) The battery shall be equipped with a controller to prevent overcharging and over-discharging. An external battery level indicator shall also be provided.

(c) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

**102-3.2.7.6 Controller:**

(a) Controller and control panel shall be housed in a weather, dust, and vandal resistant lockable cabinet.

(b) The controller shall be solid-state in design and function.

**102-3.2.7.7 Support Chassis:** The following shall apply:

(a) The support chassis shall be self-contained and self-supporting without the use of additional equipment or tools.

(b) Both trailer and truck mounted units are allowed.

(1) Trailer mounted unit:

(a) The sign, power supply unit and all support systems shall be mounted on a steel, wheeled trailer with a minimum capacity of 2,600 pounds.

(b) The trailer shall be equipped with class-A lights, using a plug adaptor.

(c) The trailer shall be equipped with adjustable outrigger leveling pads (screw-type), one on each of the four frame corners.

(d) The trailer shall be designed to be set up at the site with its own chassis and outriggers, without being hitched to a vehicle.

(e) The trailer shall be equipped with fenders over the tires and shall be made from heavy duty metal sufficient to allow a person to stand and operate or perform maintenance on the unit.

(f) The trailer shall meet all equipment specifications set forth in Chapter 316 of the Florida Statutes, and by such rule, regulation or code that may be adopted by the Department of Highway Safety and Motor Vehicles.

(2) Truck mounted unit:

(a) The truck-mounted assembly shall be designed to fit on a 2 ton or greater duty truck.

(b) The unit shall be self-contained with its own power supply, controls, raising and lowering device and shall be capable of being operated by one person.

(c) The unit shall be secured in the vehicle for normal operation.

**102-3.2.7.8 Other Requirements:**

(a) The portable arrow board assembly shall be designed to function in dry, wet, hot or cold weather (ambient temperature ranges from -30 to 165 degrees F.

(b) The controller shall not be affected by mobile radio, or any other radio transmissions.

(c) An operator's manual shall be furnished with each unit.

(d) The manufacturer's name and FDOT approval number shall be affixed on the equipment.

(e) The arrow board shall be listed on the Qualified Products List (QPL).

**102-3.2.8 Portable Changeable Message Signs:**

**102-3.2.8.1 Scope.** These Specifications expand the basic requirement that all Portable Changeable Message Signs (PCMS's) must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval for their PCMS shall provide the Authority with a prototype unit to be evaluated in accordance with these Specifications and certify that the unit meets all requirements specified herein.

Permanent installations can be used but will be evaluated for each specific project or installation. These standards shall include but not be limited to the following:

**102-3.2.8.2 Display Panel and Housing:**

(a) The display housing assembly shall be weather-tight to protect the panel from the elements.

(b) All nuts, bolts, washers and other fasteners shall be of a corrosive resistant material.

(c) The message matrix panel background and frame for the changeable message assembly shall be painted flat black (must meet Federal Specification TT-E-489).

(d) Servicing of all message matrix panel components shall be accomplished from the front of the message matrix panel.

(e) Each message matrix panel shall provide a glare screen for each message line to aid against sun glare for non-reflecting type signs.

(f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground.

(g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.

**102-3.2.8.3 Message Matrix:**

(a) The overall dimensions of the message matrix panel shall be a maximum height of 7 feet by a width of 10 feet.

(b) The message matrix panel shall contain three separate lines. Each line shall consist of eight characters, equally spaced a minimum of 3 inches. Each character shall contain 35 pixels in a five by seven horizontal to vertical grid arrangement.

(c) Each message line shall provide for a nominal 18 inch character height.

(d) For flip disk matrix signs, the disk elements shall be coated on the display side with a highly reflective florescent yellow Mylar material, and on the back with a flat black to blend in with the flat black background.

(e) Similar components shall be interchangeable.

**102-3.2.8.4 Electrical System:** For diesel engines the following shall apply:

(a) The power supply and electrical system shall be self contained within the unit.

(b) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.

(c) The electrical system shall meet the National Electrical Code where applicable.

(d) A lightning protection device shall be provided for stationary equipment.

(e) The engine shall have an electrical starting system.

(f) A backup power system shall be provided that will operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.

(g) An automatic charging system to recharge the starting and backup power supply batteries, when the generator is operating.

(h) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

(a) The photovoltaic unit shall be designed to provide 21 days of continuous operation without sunlight with a minimum of on site maintenance.

(b) Automatic recharging of power supply batteries shall be provided.

**102-3.2.8.5 Battery Life Test:**

(a) The battery shall be equipped with a battery controller to prevent overcharging and over-discharging. An external battery level indicator shall be provided.

(b) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

**102-3.2.8.6 Controller:**

(a) Controller and control panel shall be housed in a weather, dust, and vandal proof lockable cabinet.

(b) The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller.

(c) The controller shall be solid state in design and function.

(d) The control panel shall display a representative message that will be displayed on the sign panel.

(e) The flash rate shall be adjustable in the sign controller from one to ten seconds.

**102-3.2.8.7 Operation and Performance:**

(a) The message shall be displayed in upper case except when lower case is project specific and is allowed by the MUTCD.

(b) The message matrix panel shall be visible from 2 mile and legible from a distance of 900 feet under both day and night conditions. Under variable light level conditions the sign shall automatically adjust its light source so as to meet the 900 feet visibility requirement.

(c) The control panel shall have the capability to store a minimum 50 pre-programmed messages.

(d) The controller in the control panel shall be able to remember messages during non-powered conditions.

(e) The controller shall allow the operator to generate additional messages on site via the keyboard.

(f) For a PCMS using Flip-Disk technology, the controller shall have the capability to provide a stipulated default message upon loss of controller function.

(g) All messages shall be flashed or sequenced. In the sequence mode, the controller shall have the capability to sequence three line messages during one cycle.

**102-3.2.8.8 Use of Orange Vests:** Contractor shall provide its personnel with orange vests and require that these vests be worn whenever the workers are within 15 feet of the edge of the travelway. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets. Contractor personnel shall wear reflective orange vest during nighttime operations. Replace faded vests.

**102-3.3 Work Zone Pavement Markings:**

**102-3.3.1 Description:** Furnish and install Work Zone Pavement Markings for maintenance of traffic in construction areas and in close conformity with the lines and details shown on the plans. Measure the reflectivity of white and yellow stripes using a Mirolux 12 retroreflectometer, Delta LTL-X or LTL 2000, Advanced Retro Technology AR Stripemaster, or equal approved by the State Materials Office. Reflectivity shall be at least 250 mcd/lx*$m^2$ for yellow and 300 mcd/lx*$m^2$ for white when installed. Re-stripe anytime the reflectivity falls below 150 mcd/lx*$m^2$. Compensation for re-striping will be at the Contract unit price for the appropriate material when the material used appears on the Qualified Products List (QPL) and is properly installed. The pavement marking materials shall not contain any lead or chromium compounds. Manufacturers seeking product approval shall furnish certified test reports showing the Work Zone Pavement Marking material meets the requirements of this Section.

Centerlines, lane lines, edgelines, stop bars and turn arrows in work zones will be required in accordance with Section 6D of the MUTCD with the following additions:

(a) Install edgelines when a paved shoulder 4 feet or greater in width exists along the edge of a lane.

(b) Place edgelines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.

(c) Apply Work Zone Pavement Markings, including arrows and messages determined by the CEI to be required for safe operation of the facility, prior to the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day prior to placing the Work Zone Pavement Markings.

(d) Work Zone Pavement Markings will be designated in the plans or by the CEI as removable or non-removable.

Work Zone Raised Pavement Markers (WZRPMs) may be used in lieu of Temporary Tape in accordance with 102-3.3.2.3.

Removable Work Zone Pavement Markings consists of materials that can be taken up by hand. An example of this category of markings is plastic film (Tape), or Work Zone Raised Pavement Markers (WZRPM's).

Non-Removable Work Zone Pavement Markings consists of markings that are not classified as removable.

Use of Removable or Non-Removable Work Zone Pavement Markings shall be as follows:

| Application | Category |
|---|---|
| Finish Pavement* | |
| All stripes respresenting final pavement markings | Non-Removable |
| All stripes in an area where the traffic pattern will be altered prior to project acceptance | Removable |
| Intermediate Pavement Course | |
| All stripes in pavement areas that will be covered with a subsequent course of pavement prior to altering of the traffic pattern within such area. | Non-Removable |
| All stripes where the traffic pattern will be altered prior to placing of the subsequent paving course within such area. | Removable |
| Existing Pavement | |
| All stripes that will be removed or overlaid with new pavement prior to altering the traffic pattern within such area. | Non-Removable |
| All stripes where the traffic pattern will be altered prior to removal or overlaying of such | Removable |

| Application | Category |
|---|---|
| area. | |
| *Place striping representing final markings in the permanent location unless excepted in writing by the CEI. | |

Removable Pavement Markings may be substituted for Non-Removable Pavement Markings. When substitution is made, payment will be made under the Bid Item, Non-Removable Pavement Marking.

**102-3.3.2 Materials:**

**102-3.3.2.1 Paint and Glass Beads:** Meet the application requirements of Section 710, and the material requirements of Section 971.

**102-3.3.2.2 Preformed Non-Removable Pavement Marking Film (Tape):** Conform to the application requirements of the Plans and the material requirements of Section 971.

**102-3.3.2.3 Work Zone Raised Pavement Markers:** Work Zone Raised Pavement Markers (WZRPMs) are RPMs intended for use in work zones as an alternate to other line markings. Use tape in all transition areas in addition to the RPMs. WZRPMs shall be referred to as class "D" or class "E" Markers. Apply all markers in accordance with FDOT Design Standards, Index No. 600.

Class A, B, and flexible E markers may be used in lieu of Class D Markers. Class E markers will only be allowed for use in areas for five continuous days or less.

Use colorless reflectors to replace white lines and amber reflectors to replace yellow lines. Space markers at 30 inch centers for lane lines and 5 foot centers for edgelines.

To provide contrast, place five black Work Zone Raised Pavement Markers (WZRPMs) immediately after the five colorless reflective markers on asphalt pavement five years or older and all concrete pavement. Black Work Zone Raised Pavement Markers (WZRPMs) will not be required with amber markers.

Ensure that Work Zone Raised Pavement Markers (WZRPMs) are certified as meeting the following except for Class E markers as noted below:

(1) Composition: Use markers made of plastic, ceramic or other durable materials. Markers with studs or mechanical attachments will not be allowed.

(2) Dimensions: Marker minimum and maximum surface dimensions is based on an x and y axis where the y dimension is the axis parallel to the centerline and the x axis is 90 degrees to y. Class E markers shall be 4 inch (W) by 2 inch (H) by 1 inch (D).

The x and y dimension of Class D markers shall be a maximum of 5 inches. The x dimension shall be a minimum of 4 inches and the minimum y dimension will be 2.25 inches.

Ensure that the maximum installed height of Class D markers is 1 inch. Ensure that the maximum installed height of Class E markers is 2 inches. Use Class D markers having a minimum reflective face surface of 0.35 $in^2$. Use Class E markers having a minimum reflective surface area of 1 $in^2$.

Ensure that after installation, the marker's reflective face is completely visible and above the pavement surface measured from a line even with the pavement perpendicular to the face of the marker.

(3) Optical Performance: Ensure that the specific intensity of each white reflecting surface at 0.2 degrees observation angle is at least the following when the incident light is parallel to the base of the marker:

| Horizontal Entrance Angle | Specific Intensity |
|---|---|
| 0 degrees | 3 |
| 20 degrees | 1.2 |

For yellow reflectors, the specific intensity shall be 60% of the value for white. For red reflectors, the specific intensity shall be 25% of the value for white. Reflectivity of all (WZRPMs) shall not be less than 1.0 Specific Intensity (SI) any time after installation.

(4) Strength requirements: Markers shall support a load of 5,000 pounds. Three markers per lot or shipment will be randomly selected for a test.

Position the marker base down between the flat parallel platens of a compression testing machine. Place on top of the marker a flat piece of 65 durometer rubber 6 by 6 by 0.375 inch centered on the marker. Apply the compressive load through the rubber to the top of the marker at a rate of 0.2 in/s.

Either cracking or significant deformation of the marker at any load less than 5,000 pounds will constitute failure.

(5) Adhesion: Use bituminous or other adhesive materials recommended by the marker manufacturer for bonding the markers to the pavement. The adhesive used shall be one of the products included on the Qualified Products List.

(6) Removability: Ensure that the pavement marker is removable from asphalt pavement and portland cement concrete pavement intact or in substantially large pieces, either manually or by mechanical devices at temperatures above 40 degrees F, and without the use of heat, grinding or blasting.

(7) Replacement Requirements: Replace markers any time after installation when more than two markers in a skip, or more than three consecutive markers on an edgeline are missing at no expense to the Authority. Replace all failed markers in a timely manner as directed by the CEI.

**102-3.3.2.4 Preformed Wet Retroreflective Removable Pavement Markings:**

The preformed markings shall consist of white or yellow retroreflective film on a conformable backing.

The quality of the material shall be such that the performance requirements for the marking shall be met.

The markings shall be precoated with a pressure sensitive adhesive and shall be capable of being adhered to asphalt concrete or Portland cement concrete at temperatures as low as 50 degrees F in accordance with the manufacturer's recommendations. A surface preparation adhesive shall be used for all applications to improve initial and long term adhesion.

When stored in a cool dry area indoors, the materials shall be suitable for use for one year after the date of purchase.

The removable retroreflective striping tape shall be designed and constructed in such a manner that it can be readily removed when the markings are no longer applicable. The tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large pieces.

The removable, preformed, retroreflective pavement markings shall consist of a highly reflective, enclosed lens white or yellow film with a thin, flexible, conformable backing which is precoated with a pressure sensitive adhesive.

The enclosed lens white and yellow films shall have the following initial minimum reflectance values under dry and wet conditions at 1.05° observation angle and 88.76° entrance angle. These angles represent a simulated driver viewing geometry at 30 meters distance. The photometric quantity to be measured shall be the coefficient of retroreflected luminance ($R_L$), and shall be expressed as millicandelas per square foot per foot candle [$(mcd/ft^2)/fc^{-1}$]. Values measured under dry conditions will be in accordance

with the testing procedure of ASTM D 4061. Values measured under wet conditions will be in accordance with the testing procedure of ASTM E 1710 using a portable retroreflectometer capable of measuring at 30 meters geometry. As per CEN Standard EN 1436 Annex B.6, the wet test condition is created using clean water poured from a bucket of approximately 10 liters capacity from a height of approximately 0.5 m above the surface. Water is poured evenly along the test surface so that the measuring field and its surrounding area is momentarily flooded by a crest of water. The coefficient of retroreflected luminance ($R_L$) in condition of wetness shall be measured under the test condition one (1) minute after the water has been poured.

Visually, the reflective performance shall be similar whether the material is dry or wet.

The angular aperture of both the photoreceptor and light projector shall be 6 minutes of arc. The reference center shall be the geometric center of the sample and the reference axis shall be taken perpendicular to the test sample.

| | White | Yellow |
|---|---|---|
| Entrance Angle | 88.76° | 88.76° |
| Observation Angle | 1.05° | 1.05° |
| Retroreflected Luminance $R_L[(mcd/ft^{-2})/fc^{-1}]$ | 750 | 450 |

The manufacturer shall be required to demonstrate that the properly applied pavement marking adheres to the roadway under climatic and traffic conditions normally encountered in the construction work zone.

The marking film shall be removable from asphalt concrete and Portland cement concrete intact or in large pieces, at temperatures above freezing without the use of heat, solvents, grinding or blasting without permanently scaring the roadway surface.

The surface of the markings when new provides an average skid resistance value of 50 BPN when tested according to ASTM E 303.

Pavement markings in construction work zones shall be placed in accordance with the following provisions:

> At the end of each day's work, pavement markings shall be in place on each paving lift that is open to normal traffic flow. Materials requiring removal shall be specified above, and marking configurations shall be in accordance with the Manual on Uniform Traffic Control Devices.
>
> The pavement markings shall be maintained and replaced by the Contractor without additional compensation until they have served their purpose, at which time the Contractor shall remove them.

Pavement markings shall be applied to clean, dry surfaces in accordance with the manufacturer's installation instructions or a method approved by the CEI.

**102-3.3.3 Certification:** Furnish the CEI certified test reports showing the work zone pavement marking material and adhesive supplied meets the applicable specification. Each certification shall cover only one type. Due to the wide range of application of the products within some types, the certification shall state that the product is recommended for that specific project location, and specific use.

**102-3.4 Temporary Glare Screen:**

**102-3.4.1 General:** Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.

**102-3.4.2 Design and Installation:** Meet the following requirements:

(a) Glare screen units shall be manufactured in lengths such that when installed the joint between barrier sections will not be spanned by any one modular unit. Color shall be green, similar to Federal Color Standard 595-34227.

(b) Blades, rails and/or posts shall be manufactured from polyethylene, fiberglass, plastic, polyester or polystyrene, and be ultraviolet stabilized and inert to all normal atmospheric conditions and temperature ranges found in Florida.

(c) For paddle type designs, the blade width shall not be less than 6 inches, nor more than 9 inches. Blades or screen for individual or modular systems shall be 24 to 30 inches high and capable of being locked down at an angle and spacing to provide a cut-off angle not less than 20 degrees.

(d) For glare screen mounted on temporary barrier wall, a strip (6 by 12 inches) of reflective sheeting as specified in 994-2 shall be placed on a panel, centered in each barrier section (at a spacing not to exceed 15 feet and positioned in such a manner as to permit total right angle observation by parallel traffic. When glare screen is utilized on temporary concrete barriers, warning lights will not be required.

(e) Anchorage of the glare screen to the concrete barrier shall be capable of safely resisting an equivalent tensile load of 600 lb/ft of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

(f) Prior to approval an impact test shall be performed by the manufacturer to verify the safety performance of the proposed system. The minimum impact strength of the posts, blades, rail and the barrier attachment design shall be sufficient to prevent the unit from separating from the

barrier when impacted by a 3 inch outside diameter steel pipe traveling at 30 mph and impacting mid-height on the glare screen assembly.

(g) All hardware shall be galvanized in accordance with ASTM A 123 or stainless steel in accordance with AISI 302/305.

**102-3.4.3 Certification:** Furnish certified test reports including all applicable test methods stating that the materials comply with the requirements of this specification.

**102-3.4.4 Qualified Products List (QPL):** Manufactured glare screen systems may be modular or individual units listed on the Qualified Products List. A field impact test may be required by the Manufacturer to verify continual compliance with these Specifications.

**102-3.5 Work Zone Signs:** Work Zone Sign Panels include all Warning and Temporary Regulatory Signs, as identified in the MUTCD and the FDOT Design Standards, Index 600. Obtain manufacturer certification that the Work Zone signs meet the requirements of the FDOT Design Standards, MUTCD, and this Section. Provide signing in accordance with the FDOT Design Standards, unless otherwise shown in the plans.

**102-3.5.1 Temporary Regulatory Signs:** Provide signs with dimensions of 4 foot by 4 foot. For all other facilities, provide signs having minimum dimensions of 2 foot by 2.5 foot.

**102-3.6 Truck Mounted Attenuators:** Use Truck Mounted Attenuators (TMA), when called for in the Design Standards. Use truck mounted attenuator systems designed and constructed to slow impacting vehicles, and dissipate the vehicle's kinetic energy and bring the errant vehicle to a safe and controlled stop. Use systems designed and constructed for installation at the rear of trucks with a Gross Vehicular Weight of 15,000 pounds (actual weight) or more meeting the requirements of the manufacturer of the TMA. If adding supplemental weight to the vehicles as ballast is necessary, use only dry loose sand.

The TMA will provide a safety device between approaching vehicular traffic and the work zone when properly attached. Use like new units that are in current production, or updates of existing models as approved by the Authority.

Use truck mounted attenuators rated at 45 mph or 60 mph design speeds. Base utilization of TMAs on the posted speed limit. Restrict a TMA rated for 45 mph to use on roadways with posted speed limits of 45 mph or less and prohibit from use on freeways. A TMA rated for 60 mph may be utilized on all freeways or roadways with posted speed limits greater than 45 mph.

Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. The bottom of the cartridge shall have the same pattern, covering the entire bottom, with 6 inch white and 6 inch safety orange stripes. Use Type III reflectorized sheeting for striping.

Obtain certified test reports from the TMA manufacturer showing the attenuator meets all requirements set by the National Cooperative Highway Research Program, Report 350. Certification shall include drawings and calculations signed and sealed by a Professional Engineer registered in the State of Florida for each model. Limit TMAs to those items listed on the Qualified Products List.

The trucks and truck mounted impact attenuators will not be paid for separately, but will be included in the lump sum cost of maintenance of the roadway.

**102-4 Detours.**

**102-4.1 General:** Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

**102-4.2 Standards of Construction:** Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where the Plans call for the Authority to furnish detour bridge components, construct the pile bents in accordance with the FDOT Structures Design Office Standard Drawings, Index No. 300 and 301, unless otherwise authorized by the CEI.

Submit a letter with the following: company name, phone number, office address, project contact person, project number, detour bridge type, bridge length, span length, location and usage time frames, to the CEI at least 30 calendar days prior to the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt of letter, the CEI will, within ten calendar days provide an approved material list to the Contractor and the appropriate Authority storage site. Provide a letter with an original company seal, identifying the representative with authority to pick up components, to the CEI at least ten calendar days prior to the proposed pick-up date. The Authority is not obligated to load the bridge components without this notice. At the time of issuance the Contractor's representative shall sign for each item loaded.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the CEI in writing at least ten calendar days prior to returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components.

The Contractor shall provide a crane and an operator at the storage facility to load and unload the bridge components and furnish all other labor and equipment required for loading and unloading the components.

The CEI will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The Tickets must be signed by the CEI and Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. Repack components that are not packed in compliance with these instructions.

Assume responsibility for any shortage or damage to the bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Contractor shall furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 ft 3 /minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Perform scabbling when determined necessary by the CEI. The Authority will pay for the cost of scabbling as Unforeseeable Work.

Return the bridge components to the designated storage facility beginning no later than ten calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week.

**102-4.3 Materials:** Provide all materials for the construction and maintenance of all detours, except that, where the plans call for the Authority to provide borrow or other material pits, the CEI will allow the Contractor to obtain material from these pits for the detour. The Authority will make no separate payment for materials used from these pits to construct detours.

**102-4.4 Construction Methods:** Do not apply the requirements of the Standard Specifications pertaining to construction and material details to detour construction. Select and use construction methods and materials that shall provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

**102-4.5 Removal of Detours:** Remove temporary detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials which might be on loan from the Authority with the stipulation that they be returned.

**102-5 Calcium Chloride for Dust Control.**

**102-5.1 General:** The CEI will direct the locations and the time of using calcium chloride for dust control.

**102-5.2 Equipment:** Apply the calcium chloride using any spreader capable of such adjustment and control that the quantity of calcium chloride applied in any 25 foot length of road does not vary more than 10% from the quantity intended for that length. Do not use rotary-type spreaders, as they are not considered capable of proper control. Use equipment to apply water that is capable of applying the water uniformly within the limitations of moisture required.

**102-5.3 Application:**

**102-5.3.1 Weather Limitations:** Even if previously ordered by the CEI, do not treat surfaces when raining or when the moisture condition exceeds that for proper application of the calcium chloride as determined by the CEI.

**102-5.3.2 Preparation for Treatment:** Level the subgrade, base materials, or other surface to be treated to a smooth grade and crown or shape the surface to effect adequate drainage. When so directed, moisten the surface prior to application of the material.

**102-5.3.3 Rate of Application:** The CEI will specify the actual rate at which to uniformly spread the material. Apply the flakes at a rate between 1.0 and 1.25 lbs/sq.yd. of surface, and pellets at a rate between 0.80 and 1.0 lb/sq. yd.

**102-5.3.4 Subsequent Applications:** If subsequent applications are required over a previously treated area which has previously been treated, make such applications at a rate of approximately 0.75 lb/sq. yd. for flakes and 0.6 lb/sq. yd. for pellets.

**102-5.3.5 Protection from Traffic:** Do not allow traffic on the treated surface until two hours after application.

**102-6 Materials for Driveway Maintenance.**

**102-6.1 General:** Place material in driveways to residences and businesses to provide safe, stable, and reasonable access.

**102-6.2 Materials:** Provide material of the type typically used for base and having stability and drainage properties that will provide a firm surface under wet conditions.

**102-6.3 Construction Methods:** Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

END OF SECTION 102

## Attachment 20

## SECTION 560
## COATING STRUCTURAL STEEL

**560-1 Description**

Coat new structural steel in accordance with the requirements of this Section.

**560-2 Materials.**

**560-2.1 Coating System:** Use only coating products and systems meeting the requirements of Section 975 and listed on the Departments Qualified Products List (QPL).

Use Type M coal tar epoxy coatings meeting the requirements of Section 926 and listed on the Department's QPL for coating of permanent bulkhead sheet piles and H piles.

**560-2.2 Thinners, Solvents and Cleaners:** Use thinners, solvents and cleaners listed on the coating manufacturer's product data sheet.

**560-2.3 Caulking:** Use caulks that are paintable, compatible with the coating system and recommended by the coating manufacturer as part of the coating system.

**560-2.4 Soluble Salts Test Kit:** Use a soluble salts test kit in accordance with SSPC-Guide 15 utilizing a Class A retrieval method. Ensure the test sleeve or cell creates a sealed, encapsulated environment during ion extraction and is suitable for testing all structural steel surfaces.

**560-2.5 Abrasives:** Use properly sized abrasives to achieve the required cleanliness and anchor profile. Use abrasives meeting the requirements of SSPC-AB 1, Mineral and Slag Abrasives, SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives, or SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasive and do not introduce any contamination that interferes with the coating application and performance.

Provide certification to the Engineer that the abrasives used meet the requirements of this Section and do not contain any chlorides and other salts.

For recycled abrasives, verify compliance with the conductivity and cleanliness requirements of SSPC-AB 2 after each recycling or more frequently if required by the Engineer. Select a sample from each recycling machine in use and conduct the water-soluble contaminant and oil content tests outlined in SSPC-AB 2 at least one time each week or more frequently if directed by the Engineer. Conduct the non-abrasive residue and lead content tests as directed by the Engineer. If test results do not meet requirements, notify the Engineer immediately, remove and replace the abrasive, clean the recycling equipment, and conduct tests each day to confirm the equipment is functioning properly. Return to the weekly testing interval as directed by the Engineer.

**560-2.6 Rust Preventative Compound:** Use a Class 3 rust preventative compound meeting the requirements of Military Specification MIL-C-11796C, Corrosion Preventative Compound, Petrolatum, Hot Applied.

**560-2.7 Storage:** Store materials in conformance with the manufacturer's recommendations.

**560-3 Equipment.**

**560-3.1 Compressed Air:** Use a compressed air system capable of delivering clean, dry, continuous nozzle pressure to achieve the required surface cleanliness and profile or spray pattern. The system must comply with the instructions and recommendations of the manufacturer of the abrasive blasting system or coating application system.

**560-3.2 Abrasive Blasting System:** Design the blasting system to produce the specified cleanliness and profile.

**560-3.3 Coating Application System:** Use the coating application equipment approved by and in accordance with the Coating Manufacturer's technical data requirements.

**560-4 Environmental, Health and Safety Requirements.**

Isolate the work areas with containment devices, canvasses, tarpaulins or screens during all surface preparation and coating application operations. Dispose of all debris and waste products generated in accordance with all Federal, State and Local regulations.

**560-5 Quality Control.**

**560-5.1 Shop Preparation and Application:** Prior to applying coatings, provide a current Corporate Quality Control Plan approved by the American Institute of Steel Construction (AISC) under the Sophisticated Paint Endorsement program or SSPC under the SSPC-QP3 certification to the State Materials Office for approval.

**560-5.2 Field Preparation and Application:** Provide a current Corporate Quality Control Plan approved by SSPC under the SSPC-QP1 and/or SSPC-QP2 certifications as appropriate and a site specific Coating Quality Control Plan to the Engineer at least 14 calendar days prior to beginning coatings work. Do not begin coatings work until the site specific Coating Quality Control Plan has been approved by the Engineer.

**560-5.3 Inspection:** Ensure that all inspection equipment is maintained in accordance with the manufacturer's instructions, calibrated, and in good working condition. Ensure that all activities are observed and approved by a quality control coatings inspector meeting the requirements of this Section. Maintain daily inspection reports at the job site for review by the Engineer. Provide all daily inspection reports upon completion of the project to the Engineer or more frequently as requested by the Engineer.

**560-6 Qualifications.**

**560-6.1 Shop:** Provide documentation to the Engineer at least 14 days prior to beginning work that the shop performing any work in accordance with this Section is certified by AISC Sophisticated Paint Endorsement or by SSPC to the requirements of SSPC-QP3.

**560-6.2 Field Contractor:** Provide documentation to the Engineer at least 14 days prior to beginning work that the field contractor performing any work in accordance with this Section is certified by SSPC to the requirements of SSPC-QP1 and/or SSPC-QP2 as appropriate.

**560-6.3 Quality Control Inspectors in the Shop and Field:** Provide documentation to the Engineer that all personnel performing quality control inspections are certified at a minimum as a National Association of Corrosion Engineers (NACE) Coating Inspector Level 1 or a SSPC Level 1 Bridge Coating Inspector and that they report directly to a Quality Control Supervisor who is certified either as a NACE Coating Inspector Level 3 or a SSPC Level 2 Bridge Coating Inspector.

**560-6.4 Certifications:** Maintain certifications for the duration of the Contract. If the certifications expire, do not perform any work until certifications are reissued.

Notify the Engineer of any change in certification status.

**560-7 Surface Preparation.**

**560-7.1 General:** Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Prepare all surfaces that will become inaccessible after fabrication, erection, or installation while accessible. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. In the event that any rusting or contamination occurs after the completion of the surface preparation, prepare the surfaces again to the initial requirements. Perform surface preparation work only when the temperature of the steel surface is at least 5o F above the dew point temperature.

**560-7.2 Mechanical Removal of Surface Defects:** Break all corners resulting from sawing, burning, or shearing. In areas where burning has been used, remove the flame hardened surface of the steel to the extent necessary to achieve the required surface profile after abrasive blast cleaning. Remove all weld slag and weld spatter. Conduct all of this work in accordance with AASHTO/NSBA Steel Bridge Collaboration S 8.1.

**560-7.3 Cleaning:** Clean all steel surfaces in accordance with the requirements of SSPC-SP 1.

**560-7.4 Washing:** Wash all steel surfaces in accordance with the requirements of SSPC-SP 12.

**560-7.5 Soluble Salts Detection and Removal:** Determine the chloride, sulfate and nitrate concentrations on all steel surfaces using soluble salts test kits meeting the requirements of 560-2.4. Measure the concentration levels using the method described in SSPC-TU 4. Perform the tests after washing and after each applied coat of the coating system. Test three random locations in the first 1000 square feet and one random location for each subsequent 1000 square feet. Ensure the non-visible surface contaminant concentrations on blast-cleaned surfaces do not exceed the levels in SSPC-SP 12 Table A1 NV12 for chloride, soluble ferrous iron and sulfate and 10 $\mu g/cm^2$ for nitrate. When any concentration exceeds these levels rewash the entire surface area and retest. If additional washing does not reduce the concentration to the acceptable level, a surface treatment or water additive may be used. Use a surface treatment or water additive that is approved by the coating system supplier and the Engineer.

**560-7.6 Abrasive Blast Cleaning:** Prepare steel by abrasive blast cleaning to "Near-White" metal condition as defined in SSPC-SP 10. Use SSPC VIS 1 as an aid in establishing cleanliness. After abrasive blast cleaning, ensure the surface profile meets the requirements of the coating manufacturer's product data sheet. Determine the surface profile using replica tape in accordance with ASTM D 4417, Method C.

Perform all abrasive blast cleaning within a containment system to ensure confinement of all particulates. Design the containment system to comply with all applicable Federal, State, and Local regulations. Ensure the abrasive blast cleaning does not produce holes, cause distortion, remove metal, or cause thinning of the substrate.

**560-7.7 Hand and Power Tool Cleaning:** Prepare steel by power and hand tool cleaning as defined in SSPC-SP 11, SSPC-SP 3, and SSPC-SP 2 for touch up and repair when approved by the Engineer. Use SSPC-VIS 3 as an aid in establishing cleanliness.

**560-8 Surfaces Not to be Coated.**

**560-8.1 Galvanized Surfaces:** Do not coat galvanized surfaces unless specified in the Contract Documents.

**560-8.2 Surfaces to be in contact with Concrete:** Do not coat the areas of contact surfaces of steel to be encased or embedded in concrete, or coated with concrete unless specified in the Contract Documents. When specified, prepare the contact surfaces and apply primer.

**560-8.3 Faying Surfaces:** After application of the primer, protect the contact surfaces of members to be joined by high-strength bolts in friction type joints from all other coatings and foreign material.

**560-8.4 Machine Finished Surfaces:** Apply a coating of rust preventative compound to all machine finished or similar surfaces that are not to be coated, or will not be coated immediately.

**560-8.5 Surfaces to be Welded:** Mask off surfaces within 1 inch of field welded connections before the application of any shop coating. Apply a mist coat of primer that is less than 1 mil dry film thickness to surfaces where shear studs will be welded.

**560-9 Application.**

**560-9.1 General:** Apply a complete coating system to all structural steel surfaces except surfaces indicated in 560-8. Apply a complete coating system to all surfaces that will become inaccessible after fabrication, erection, or installation.

Apply the prime coat in the shop. Apply the intermediate coat in the shop or field. Only apply the finish coat after erection and after concrete work is complete.

Prior to the application of any coating, inspect the substrate for contamination and defects, and prepare the surface in accordance with 560-7 before application of the next coat.

Apply each coat including a stripe coat in a color that contrasts with the substrate or preceding coat. For exterior surfaces, apply a finish coat color meeting Federal Standard, 595B, Shade 36622, unless otherwise specified in the Contract Documents.

**560-9.2 Weather and Temperature Limitations:** Do not spray coating when the measured wind speed in the immediate coating area is above 15 miles per hour. Do not apply coatings when contamination from rainfall is imminent or when the ambient air temperature, relative humidity, dew point temperature, or temperature of the steel is outside limits of the coating manufacturer's product data sheet.

**560-9.3 Sealing Using Caulk:** Completely seal the perimeter of all faying surfaces, cracks and crevices, joints open less than 1/2 inch, and skip-welded joints using caulk. Apply the caulk to the joint following the caulk manufacturer's recommendations. Ensure the caulk bead has a smooth and uniform finish and is cured according to the caulk manufacturer's recommendation prior to the application of the coating system.

**560-9.4 Protection of Adjacent Surfaces:** Protect all surfaces and working mechanisms not intended to be coated during the application of coatings. Clean surfaces that have been contaminated with coatings until all traces of the coating have been removed. Do not allow material from cleaning and coating operations to be dispersed outside the work site.

**560-9.5 Mixing and Thinning:** Mix all coatings in accordance with the manufacturer's product data sheet. Only mix complete kits. Use thinners and solvents in accordance with the requirements of the coating manufacturer's product data sheet and confirm that the amount of thinner added does not result in the coating exceeding VOC regulations stated in Section 975.

Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material.

**560-9.6 Application Methods:** Use coating application equipment and apply coatings per the coating manufacturer's product data sheet. Application with brushes may be permitted for minor touchup of spray applications, stripe coats, or when otherwise approved by the Engineer. Adjust spray equipment to produce an even, wet coat with minimum overspray. Apply coatings in even, parallel passes, overlapping 50 percent. Agitate coatings during application as required by the coating manufacturer's product data sheet.

**560-9.7 Stripe Coating:** Apply stripe coats to achieve complete coverage and proper thickness on welds, corners, crevices, sharp edges, bolts, nuts, rivets, and rough or pitted surfaces.

**560-9.8 Thickness of Coats:** Apply coatings to the thickness as identified in the manufacturer's product data sheet. After application of each coat, thoroughly inspect the surfaces and measure the dry film thickness (DFT) in accordance with SSPC-PA 2. When the DFT is deficient or excessive, correct in accordance with the coating manufacturer's recommendations and retest the area.

**560-9.9 Coating Drying, and Curing:** Apply coatings within the time specified by the coating manufacturer's product data sheet for drying and recoating. Test the coating for proper cure before handling and shipping. Test for cure in accordance with the manufacturer's recommended method. Meet the requirements of ASTM D 4752 for inorganic zinc primers or ASTM D5402 for organic zinc primers when the manufacturer's technical data sheet does not state a specified cure test. Obtain the acceptance criteria from the coating manufacturer and report the results to the Engineer.

Prior to assembling bolted connections, test and verify that the primer coating on the faying surfaces has cured to a resistance rating of 5 in accordance with ASTM D 4752, ASTM D 5402, or the coating manufacturer's requirements. If cure testing is performed per the coating manufacturer's requirements, submit the test results to the Engineer for approval prior to assembling the bolted connection.

**560-9.10 Coating Finish:** Apply each coat free of runs, sags, blisters, bubbles, and mud cracking; variations in color, gloss, or texture; holidays; excessive film buildup; foreign contaminants; orange peeling; and overspray.

**560-10 Touchup and Repair.**

Clean and coat all welds, rivets, bolts, and all damaged or defective coating and rusted areas in accordance with 560-7 and 560-9. Upon approval by the Engineer, aluminum mastic may be used in accordance with the manufacturer's recommendations. Aluminum mastic must contain aluminum pigment and minimum 80% volume solids.

**560-11 Coal Tar-Epoxy Coating of Permanent Bulkhead Sheet Piles and H Piles.**

**560-11.1 Surface Preparation:** Prepare the substrate in accordance with 560-7. Provide a depth of anchor profile in accordance with the manufacturer's product data sheet, but in no case less than 2.5 mils. Re-blast piles not coated during the same shift or if the surface to be coated no longer meets the requirements SSPC-SP 10.

**560-11.2 Application of Coating:** Unless otherwise shown in the Contract Documents, apply the inorganic zinc and coal tar-epoxy coatings to all sides of H piles and the exposed side of sheet and pipe piles from the top of the piles to a depth of five feet below the lower of the design ground surface or the design scour depth. Apply the inorganic zinc in accordance with this Section. Apply the coal tar-epoxy in accordance with the following specific requirements:

(1) Apply the coal tar-epoxy system in two coats. The time interval between the first coat and the second coat will be in strict accordance with the coating manufacturer's published specifications. Apply the first coat to yield a dry film thickness of 8 to 10 mils. Apply the second coat to attain a total dry film thickness of the two coats between 16 and 20 mils. For sheet piles, give the inside portion of the interlock claw and the interlock ball a single coat that will yield a dry film thickness of 2 to 4 mils. Build up and puddling of the coating in these areas is not permitted.

(2) Ensure that no portion of the coating is less than the specified minimum film thicknesses. The total minimum film thickness for any combination of coats will be the sum total of the averages of the specified thickness range of the individual coats.

(3) After applying the coating on the steel piles, the Engineer will thoroughly inspect the surfaces and make film thickness measurements at the approximate rate of one for each 25 $ft^2$ of area unless deficient thickness is found. In this case, the rate of sub-measurements will be increased as required to determine the extent of the deficient area.

**560-12 Basis of Payment.**

No separate payment will be made for coating new structural steel. Include the cost in the cost of the structural steel.

## METHOD OF COMPENSATION

1.0 PURPOSE

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

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid a total Lump Sum Amount of $7,996,000.00.

3.0 METHOD OF COMPENSATION

3.1 Payment will be made to the Contractor not more than once monthly on the basis of the payment schedule included in the Scope of Services which is a part of the Contract Documents. The Contractor shall prepare and submit duplicate invoices to the Authority in a format acceptable to the Authority. Payment for invoices received by the Authority by the 1st of the month and approved by the Board at its subsequent monthly meeting will be placed in the U.S. mail on the last working day of the following month.

3.2 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 payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment.

4.0 ADDITIONAL SERVICES

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

END OF SECTION

# A. Transmittal Letter/Executive Summary

To: Robert Johnson
Manager of Procurement
Orlando-Orange County Expressway Authority

Infrastructure Corporation of America (ICA) respectfully submits this technical proposal to provide asset maintenance services for the Orlando/Orange County Expressway Authority (OOCEA) on portions of SR 414 (John Land Apopka Expressway) and SR 429 (Daniel Webster Western Beltway) under Contract #000689, S.R. 429 & S.R. 414 Roadway & Bridge Maintenance Services. ICA has proven experience in performing asset maintenance of various complexity and size, including 13 roadway, bridge, and facilities projects in Florida on behalf of FDOT, OOCEA, Florida Turnpike Enterprise, Sarasota County and a private joint venture on I-75.

The challenges and environment of working in a highly populated urban area lends its own complexities to this project and requires an experienced and innovative Asset Manager for success. ICA is currently working on several asset maintenance projects in Central Florida, and has resources in place to mobilize and deploy to the proposed SR 429 & SR 414 project immediately. Currently, ICA has an existing Orlando Operations Center located near the intersection of SR 528 and South Goldenrod Road, however for this project a separate operations center will be established on the west side of Orlando to better accommodate the project. ICA has established long-term relationships and vested interest with the local community, law enforcement and emergency responders through our existing presence in the area.

ICA is ready to expand our presence in Central Florida and will establish an operations office near the intersection of SR 50 and SR 429. We are ready and anxious to begin work on the SR 429 & SR 414 project, and have prepared this proposal to demonstrate the experience, professional and technical staff, operations plans, quality management programs, and comprehensive technical approach that ICA will provide to meet the Authority's requirements for this project.

## Key Project Personnel

ICA shares OOCEA's vision and commitment to project safety, incident response, performance, and effective administration of the SR 429 & SR 414 project. ICA personnel at all levels will uphold the highest standards of professionalism and ethics in working with the Authority and our partners on this project. We are committed to continuing our excellent report and partnership with OOCEA's staff to ensure that project goals are met. ICA is very pleased to appoint **Mr. Marion Anderson** to serve as our Project Manager for this project. Mr. Anderson is uniquely qualified to manage and operate this project due to his many years as ICA's Operations Manager for OOCEA's SR 408, SR 417, SR 528, and SR 551 roadway contract and SR 414, and SR 429 facility contracts. Mr. Anderson has almost 18 years of combined experience in roadway and facility maintenance as an FDOT and ICA employee. In addition to his role as an operations manager, Mr. Anderson's has been ICA's primary liaison with OOCEA's project managers and staff, and his regional experience, knowledge and rapport with OOCEA staff has proven instrumental to the success of ICA's OOCEA projects. Mr. Anderson's "can do" attitude will ensure the success of this project. ICA is also pleased to name **Mr. Jim Beach, P.E.** as the responsible engineer for this project. Mr. Beach is uniquely qualified to manage this project due to his many years of service in maintenance and emergency management with the Florida Department of Transportation. Mr. Beach's experience includes serving in the field many years as an Assistant Maintenance Engineer responsible for field operations in Lake City Maintenance including oversight of FDC crews, as a Resource Manager supervising contracts, environmental compliance, and construction review programs in Gainesville Maintenance, as the District Two Fleet Administrator, and as the Manufacturing Operation Administrator for the State Sign Fabrication Facility in Lake City and the State Structures Fabrication facility in Oviedo. Mr. Beach's diverse background in maintenance operations, statewide sign and structures programs, and emergency management make him extremely well-qualified to oversee this project, and to work effectively with the OOCEA's staff.

## ICA Experience

ICA's Operations Plans for the SR 429 & SR 414 Project includes participation by seasoned ICA professionals representing more than 100 years of combined FDOT roadway and facility maintenance experience. For the past 8 years, ICA has maintained SR 408, SR 417, SR 528, and SR 551 under an asset maintenance roadway contract and SR 414, and SR 429 under an asset maintenance facility contract for the Authority and consistently delivered maintenance services at a level OOCEA has been extremely pleased with. ICA realizes that OOCEA expects higher standards in the design, construction, operation and maintenance of their expressways and customer service and we are proud to submit this proposal with commitments to meeting these expectations in the procurement of our maintenance services. ICA has worked diligently and responsibly to earn its reputation as an industry leader in the delivery of transportation maintenance services and client satisfaction, and has the experience required to successfully perform the maintenance, inspection, and incident management for the SR 429 & SR 414 Project. ICA currently holds contracts to provide comprehensive maintenance services on 6,142 lane miles of Interstate and limited access facilities with the Florida DOT, Florida Turnpike Enterprise, Orlando/Orange County Expressway Authority, Virginia DOT, North Texas Tollway Authority, and Harris County Toll Road Authority in Houston, TX. In addition, ICA has contracts with the Florida DOT and South Carolina DOT involving structures inspection, repair and maintenance.

## Disadvantaged Business Enterprise Utilization

ICA is fortunate to have existing contractual relationships with productive and high performing subcontractors, including numerous DBEs and MBEs operating within the Central Florida region. We are committed to meeting the target of 15% for Disadvantaged Business participation and will ensure that disadvantaged businesses are given an opportunity to work on this project. ICA has already targeted some of our activities, such as slope mowing, as set asides for disadvantaged businesses and currently have targeted over 18% of this contract for DBEs. ICA will also consider the use of qualifying local Youth Work Experience groups, including Sheriff sponsored groups, Community Training Works headquartered in Melbourne, and the FYCC to perform services associated with the SR 414/SR 429, and will work closely with RESPECT of Florida to explore maintenance opportunities and capabilities within the project limits.

## Routine and Periodic Maintenance

FDOT's MRP for scoring maintenance service performance is viewed as an essential tool to manage and maintain highway facilities. ICA's partnership with FDOT on asset maintenance contracts over the last 9 years has allowed ICA to build our institutional knowledge and incorporate the MRP as a fundamental element of our program. Our experience and understanding of the MRP extend throughout our organization, from in-house and sub-contractor field crews considering MRP criteria when performing work at the job site, to the review of completed work, and the management of resources by supervisors and managers to ensure continuous delivery of overall performance. The significance of the MRP is demonstrated at the highest levels of ICA executive management through their attention on MRP results, and focus on overall compliance with contract requirements. ICA has developed a constant awareness of the MRP, and understands the importance of using MRP data to manage and direct resources. ICA will be proactive in planning, managing and executing our maintenance and system preservation program. ICA will constantly monitor system conditions to detect and correct observed deficiencies on a daily basis; therefore we expect to consistently achieve and maintain the desired overall MRP ratings including overall MRP, and MRP element and characteristic ratings. ICA understands OOCEA and FDOT expectations for performance through our partnerships with them over the last 9 years.

ICA understands the performance measures identified in the RFP and is prepared to consistently meet those standards for overall MRP of 92, along with other performance requirements including those for monitoring, inspecting, and maintaining guardrail, cable rail, attenuators, handrail, and signs, barrier wall, incident response, timeliness, and contract administration responsibilities.

## Customer Service Resolution

ICA will continue our service commitment to highway travelers, OOCEA staff, FDOT District 5 staff, local and state governmental agencies, residents, and commercial neighborhoods through the implementation of our customer service program. ICA's Customer Service Resolution Plan will provide a convenient mechanism to obtain information about the sections of roadways for which ICA is responsible, make available the name, address and telephone number of the ICA Project Manager (or designee) for members of the public desiring to register a complaint, designate a Community Outreach Liaison to maintain close contact with appropriate state and local officials, provide a single point of contact for customer service requests and questions through the project, and continue to build on our already strong rapport with emergency response agencies and subcontractors in the project areas.

## Community Awareness

Over the years, OOCEA has earned a very good reputation in the community that it serves. ICA will work hard to maintain this high level of respect and reputation by ensuring that we uphold the requirements of the contract and also remain sensitive to the needs of the community.

## Emergency Management and Incident Response

ICA's Comprehensive Emergency Management Plan (CEMP) includes details on public agency and law enforcement coordination, incident response, EOC operations, detour routes, evacuation, traffic control, motorist safety, hazardous waste handling, incident reporting, emergency repairs, debris removal, and provisions for emergency supplies including fuel, generators, and materials. Our CEMP addresses key personnel roles and responsibilities for events ranging from typical highway incidents to major natural disasters such as hurricanes. ICA's CEMP supports OOCEA's Emergency Management Plan, and complies with the National Incident Management System (NIMS). ICA will update its CEMP in April of each year. ICA will provide a copy of the project CEMP to OOCEA prior to commencing work on the project.

## Quality Management Program

ICA will implement an on-going Quality Management plan for the SR 429 & SR 414 project to ensure that ICA does the ***right work***, in the ***right location***, at the ***right time*** to ensure continuous compliance with contract requirements. ICA will also ensure that maintenance activities completed by in-house crews, and other subcontractors are properly completed according to performance standards and accurately reported to SIMS. ICA uses an internal Performance Improvement Review (PIR) process to review all ICA projects annually for compliance with internal, OOCEA, state, federal and local policies, procedures and requirements and to guarantee a high level of service.

Experience, Desire, Professionalism, and Commitment ensure that Infrastructure Corporation of America will respond with the expertise, positive and cooperative attitude, and enthusiasm required to make this asset maintenance project successful.

# B. Understanding and Approach

The following plan has been developed with input from seasoned ICA professionals having more than 100 years of combined experience with FDOT standards, emergency management, maintenance, operations, and MRP knowledge. Lessons learned and the expertise we have gained through maintaining, managing, and operating transportation facilities on behalf of State DOTs, Florida's Turnpike Enterprise, Tollway and Expressway Authorities, and local governments have been incorporated in our project approach. ICA is proud to submit this management and technical plan and is committed to meeting OOCEA's expectations for performance and customer service.

## I. Plan to Achieve and Maintain MRP

FDOT's MRP is viewed as an essential tool to manage and maintain highway facilities. ICA's partnership with FDOT on asset maintenance contracts over the last 9 years has allowed ICA to build our institutional knowledge and incorporate the MRP as a fundamental element of our program. Our experience and understanding of the MRP extend throughout our organization, from in-house and sub-contractor field crews considering MRP criteria when performing work at the job site, to the review of completed work, and the management of resources by supervisors and managers to ensure continuous delivery of overall performance. The significance of the MRP is demonstrated at the highest levels of ICA executive management through their attention to MRP results, and focus on overall compliance with contract requirements. ICA has developed a constant awareness of the MRP, and understands the importance of using MRP data to manage and direct resources to achieve and maintain the desired MRP results. Several members of the ICA team have extensive experience with the FDOT MRP program. ICA will engage MRP trained personnel to assist the project manager in ensuring that actual field results meet or exceed the specified performance requirements and that the desired MRP levels are achieved and maintained.

## II. Preliminary Condition Assessment

During the proposal development process, ICA conducts its own "Baseline Assessment" to identify items in current need of improvement and items with a history of performance concerns. The results of this baseline assessment are used to develop the work plan for each segment of the project. ICA has compiled the annual workloads for each maintenance activity and converted these to projected MRP 92 annual workloads for routine maintenance planning purposes. We have identified several MRP characteristics with critical requirements due to performance deficiencies or concerns which will be addressed at the beginning of the project.

## III. MRP Evaluation Process

MRP surveys will be conducted by the FDOT MRP team 3 times per year according to the MRP procedure. ICA will provide a trained MRP team member to accompany the FDOT MRP team in assessing system condition. ICA's MRP team member will work constructively in the field to resolve questions or concerns with the FDOT MRP team. ICA will use the highest standards of ethical conduct and technical knowledge when raising issues of concern or disagreement. These concerns will be raised in report format and presented to the OOCEA project manager prior to sharing with the FDOT.

ICA will participate in each of these MRP evaluation opportunities. ICA will ensure that our representatives involved in these field reviews are trained and knowledgeable regarding the MRP program. ICA's on-site participation will ensure that we remain fully informed of site condition findings, and that issues identified in the field are promptly resolved. During each evaluation, ICA staff will note any areas of nonconformance with project requirements, and adjust the Work Plan to correct deficiencies. To ensure that surveys are safe for the traveling public and that ICA remains consistent with FDOT statewide maintenance rating practices, ICA personnel will regularly participate in the annual MRP training.

## IV. Using the MRP and ICA's SIMS to Ensure Performance

Putting the MRP results to work is an essential element of ICA's plan to achieve and maintain the desired overall MRP. MRP results will be used by ICA supervisors and managers in two distinct ways; to assess the effectiveness of maintenance work needs

planning, resource management, and routine maintenance activities, and to pro-actively address changes in field conditions while maintaining all performance requirements.

In addition to the periodic OOCEA MRP, ICA will also conduct on-going (daily) condition assessments to manage resources and adjust the work and resource plan as needed. The on-going condition assessments and MRP results will be used to identify characteristics in need of attention, and to manage resources to achieve and maintain the desired MRP levels. ICA will use several tools including the MRP/MMS activity crosswalk to incorporate MRP results within our work plan.

Results from the on-going condition assessments and periodic MRP will be used to adjust the work plan in ICA's maintenance information management system, known as the **Solomon® Information Management System (SIMS)**. SIMS technology is at the core of our success and its reputation for consistently meeting and exceeding customer quality requirements. The daily activities of in-house crews and subcontractors will be entered into ICA's database and measured against pre planned schedules and work plans. The system's interface will allow managers and administrators to view a snapshot of a total daily output, the status of a single characteristic, and/or a portrait of accomplishments for an entire year or more.

SIMS will quickly turn data into information, and information into the knowledge needed for sound decision making and action. SIMS will produce meaningful data for the past – billing and evaluation; the present – scheduling and corrective action; and the future – prediction and process improvement. Many organizations routinely collect data, but ICA's synergistic combination of data and information processing technologies inherent in SIMS will expand the creative and innovative capacities of ICA's asset maintenance staff of professionals assigned to this important project.

When ICA is selected to provide asset management and maintenance for this project, the routine maintenance plan for the project will be entered into SIMS along with other pertinent data – subcontracting agreements, benchmark dates, budgets, resource needs, etc. SIMS will aggregate these elements and produce an aggressive preventive maintenance program along with a rolling budget and monthly work plans projected over a twelve-month cycle. Scheduled condition needs surveys will be built into the system that account for needs expectations drawn from the master plan, and completed activities will be entered as routine work activities and work orders. Condition needs survey will identify specific characteristic activities, repairs, or operational changes required to maintain the project at the desired level of service. SIMS will provide ICA's professional staff with the information and knowledge needed to direct efforts toward deficiencies and challenges with specific asset features, and the flexibility to do the right thing at the right time with the right resource.

This customized comprehensive, integrated software business system combines the elements of service request/work orders, inventory, condition assessment, budget management, contract management, and maintenance planning. Realizing that effective knowledge management is the key to meeting customer needs, hitting budget, and continuous process improvement, ICA has invested considerable resources in developing and maintaining SIMS.

The key elements of SIMS are the work order, service request, contract management, purchasing, inventory modules, and business portal. The work order module assembles completed work order documents – providing the specific units of completed work along with the operational costs. The information entered into the database then provides information for designing ongoing maintenance work plans and cycles. By integrating the components of effective work scheduling, monitoring, and completion, SIMS allows ICA to project maintenance needs based on MRP-related asset conditions. The budget and work plans can be modified based on the condition needs assessments and allow managers to run various budget scenarios to simultaneously determine the most effective and efficient work plan from both a manpower and time-sensitive perspective.

## V. Managing for Results

ICA will be proactive in planning, managing, and executing its maintenance and system preservation program. Additionally, ICA will monitor system conditions to detect and correct observed deficiencies on a daily basis; therefore we expect to consistently achieve and maintain the desired MRP performance requirements.

Conformance will be accomplished by utilizing our knowledge in the field to verify that the OOCEA desired levels of service are delivered. ICA supervisors and manager will also verify that the appropriate ICA resources are put into service and properly utilized to ensure that the required MRP levels continue to be maintained or exceeded.

ICA will work to ensure that the project MRP goals are met. Each month the Project Manager will review the current work plan. Based upon historical performance, current field condition assessments and projected work needs, a revised "rolling" work plan will be developed for the next twelve (12) months. These efforts will ensure that a current and comprehensive work plan is in place throughout the life of the project. Furthermore, OOCEA can be certain that ICA will always have a strategy in place to pro-actively maintain and preserve the transportation system, in addition to being prepared to correct any unforeseen MRP deficiencies noted during our routine field condition assessments.

It is the responsibility of every team member at ICA, including the company's president and every maintenance technician, to ensure that the project MRP results are achieved and maintained. ICA's field condition assessments will be patterned to mirror the MRP process. Each ICA staff member is well trained to recognize the MRP evaluation characteristics and to consider the MRP pass/fail criteria in order to manage for results and stay ahead of the official MRP score. There should be few surprises when the MRP scores are published, as ICA staff members will be dedicated to achieving and maintaining the desired MRP conditions continuously. The ICA philosophy will be to shift work from a "patching" mode to a "prevention mode." With this organizational emphasis on pro-active maintenance and system preservation, ICA expects the need for costly emergency repairs to be minimal, and subsequently the level of service of the transportation system to the traveling public to be maximized.

Most importantly, ICA understands OOCEA's expectations for performance through lessons learned over the last 9 years in working with the Expressway Authority. ICA understands the performance measures identified in the RFP and is prepared to consistently meet those standards for overall MRP of 92, and other performance requirements for guardrail, attenuators, and sign monitoring, inspection and maintenance, barrier wall, incident response, debris removal, and timeliness.

## VI. Customer Service Resolution Plan

We view this project as having two customers- the first being the Expressway Authority and the second and ultimate customer, the traveling public. ICA will continue our service commitment to highway travelers, OOCEA staff, local and state governmental agencies, and residential and commercial neighborhoods.

## VII. Community Awareness

Over the years, OOCEA has earned a very good reputation in the communities that it serves. ICA will work hard to maintain this high level of respect and reputation by ensuring that it upholds the requirements of the contract and also remains sensitive to the needs of the community. There are several aspects of the SR 429 & SR 414 project which are essential to maintaining community support of this project, and ICA's consideration of regionally significant groups such as Youth Work Experience groups. ICA will work diligently to uphold and support these programs during the contract.

## VIII. M/WBE/Agency Participation

ICA is fortunate to have existing contractual relationships with productive and high performing subcontractors, including numerous M/WBEs operating within the Central Florida region such as Aldan Electric, All Florida Guardrail, EN Landscape Design, Advantage Hedging and Topping. We will leverage these existing M/WBE relationships, and work hard to further expand their participation of on this project. ICA is committed to meeting and exceeding OOCEA's target of 15% for Disadvantaged Businesses participation and will take necessary and reasonable steps to ensure that disadvantaged businesses are given a fair and maximum opportunity to compete for and perform on this project. ICA has already reached out to the W/MBE community in preparation for this project. An invitational letter, (example letters can be found in the **Appendix**), was hand delivered to a host of W/MBEs that we have partnered before or learned of recently to invite them to quote on areas of subcontracting we identified. The invitees were asked to return a signed copy of the letter along with their quote for consideration. This process exposed firms that we have never used before and has helped forge a better bond with the W/MBE community. As a result of our efforts, we are helping a firm become qualified as a W/MBE and into the marketplace where

they can grow their business. ICA plans to continue efforts in forging new relationships with the W/MBE community where possible. ICA will monitor and report to OOCEA all M/WBE utilization including the proper reporting detail as required by the contract. Due to our outreach program, we are presently prepared to initiate over 18% of this contract to M/WBE subcontractors.

## IX. Youth Work Experience Groups

ICA has identified potential maintenance activities that may be suitable for YWE groups, and is considering the use of qualifying local Youth Work Experience groups, including Sheriff sponsored groups, Community Training Works headquartered near Orlando, and the FYCC to perform services associated with the SR 429 & SR 414 Project.

## X. Coordination and Communication

ICA shares OOCEA's commitment to project safety, incident response, performance, and effective administration of their roadway and facility maintenance contracts. ICA personnel at all levels will uphold the highest standards of professionalism and ethics in working with OOCEA and our partners on this project. We are committed to building a partnership with OOCEA staff to ensure that project goals are met. We recognize that ready and appropriate communication and coordination between ICA and OOCEA are important throughout the project, and that these are especially important in the early stages before, during and at the completion of the mobilization stage. ICA is committed to continuing our positive partnership with OOCEA, the traveling public, local government agencies, residents, and commercial neighborhoods. ICA will establish a Communication and Coordination Plan to meet the following objectives:

- Build a partnership between ICA and OOCEA based on our shared dedication to project success
- Provide open lines of communication between OOCEA and ICA technical and managerial staff
- Establish regular meetings between the ICA and OOCEA Project Managers and key staff to address project issues
- Identify roles and contact information for key ICA and OOCEA personnel for routine and emergency events
- Operate a 24/7 Emergency Operations Hotline to accept requests from local government, law enforcement, and OOCEA to dispatch and monitor resources, and ensure timely incident response services
- Make certain that ICA MRP Team members are constructive when raising issues of concern and that they work within the contract provisions to resolve disputes
- Provide the ICA Project Manager's name, office address and office telephone number to members of the public interested in contacting him/he
- Respond to customer requests within twenty-four hours of initial contact

## XI. Operations Plan

ICA will exceed the Authority's operational expectations for the SR 429 & SR 414 project through the delivery of precise and effective incident response, and routine and periodic maintenance plans.

### a. Incident Response Operations

ICA has responded to thousands of incidents ranging from typical roadway crashes to massive federally declared disasters on behalf of State Departments of Transportation, Expressway Authorities, and Tollways since 2000. ICA has consistently provided timely and well-equipped field response and system restoration services, as demonstrated by the numerous letters of recommendation and appreciation we have received over the years. Copies of letters of appreciation are available upon request. ICA has accurately managed and reported operational details including response times, site locations, and resources. In the event of an extraordinary emergency, ICA, as the largest and most experienced provider of Structures BRIM Asset Maintenance services in the U.S., is more prepared to assist the Authority in dealing with major structures emergency incident response, including traffic control, initial inspection, emergency structure repair design solutions, and emergency structure repair than any other asset maintenance provider.

## b. ICA Comprehensive Emergency Management Plan (CEMP)

ICA has refined and continuously incorporated emergency management lessons learned through the adoption of CEMPs for each of our projects. ICA's SR 429 & SR 414 CEMP includes details on public/agency and law enforcement coordination, incident response, EOC operations, detour routes, evacuation, traffic control, motorist safety, hazardous waste handling, incident reporting, emergency repairs, debris removal, and provisions for emergency supplies including fuel, generators, and materials. ICA's CEMP addresses key personnel roles and responsibilities for events ranging from typical highway incidents to major natural disasters such as hurricanes. ICA's CEMP supports the Authority's Emergency Management Plan, and complies with the National Incident Management System (NIMS). ICA will update its CEMP in April of each year. ICA will provide a copy of the SR 429 & SR 414 CEMP to OOCEA prior to commencing work on the project.

## c. Managing Incident Response Operations

ICA is committed to the safe and orderly flow of traffic during an incident. Incident response is an activity where there is no substitute for experience and planning. The ICA team brings an abundance of experience. Marion Anderson, Jim Beach, P.E. and Derrick Jenkins, P.E. have spent a large part of their careers trying to make the highways of North and Central Florida as safe as possible for the residents of the State. ICA's team understands OOCEA's expectations and desires for incident response because they have lived it. ICA will give priority to all requests for response, whether it is a vehicle accident, hazardous materials spill or natural disaster. We will perform all the necessary steps to return the facility to normal traffic flow as quickly and safely as possible. We understand that time is literally money when incidents require the clearing of travel lanes.

The most successful incident management plans throughout the country are operated with service patrols as the most effective tool for responding to an incident. Multipurpose vehicles with a variety of safety equipment including arrow-boards double as incident response vehicles for collisions, spills, investigations and natural disasters. More importantly they are successful in becoming a true part of the incident management decision-making process by bringing trained managers capable of making instantaneous decisions to the site in a timely manner.

ICA is dedicated to this process. While we are not required to provide motorist assistance, we do plan to equip our work vehicles similarly with truck mounted arrow boards and other appropriate equipment which affords us the ability to react quickly and effectively to incident responses. Our managers have learned this is a quick and effective way of responding and clearing accidents.

## d. Plan for Compliance with Emergency Response

ICA will support the goals of the Authority for emergency response by responding and deploying resources within 2 hours of notification from OOCEA. ICA personnel will be well-equipped and prepared to assume traffic control functions, and take over the maintenance of traffic responsibilities from law enforcement personnel at the site after their arrival on the scene. ICA will ensure that at least one incident responder for each incident has the proper MOT Certificate. ICA will make emergency response personnel available via on-call status continuously during this contract to ensure timely incident response services.

## e. Hazardous Materials Handling, Cleanup and Disposal

ICA will ensure compliance with all local, state and federal laws & regulations pertaining to the handling and disposal of hazardous waste, cleanup, and reporting. ICA will attend Local and Regional Hazardous Incident Management Planning meetings to ensure a well coordinated and effective response to hazardous materials incidents. ICA will mobilize a HazMat Team and a contractor specializing in hazardous materials when necessary to conduct the cleanup.

## f. Third Party Damage Recovery Claims Process and Reporting

Since 2000, ICA has earned enormous first-hand experience performing transportation system damage repair and processing third party damage claims on behalf of public transportation agencies. As a result, ICA has had an opportunity to develop and refine its accounts receivable claims process and reporting practices to ensure efficiency, accuracy, consistency, and proper accountability.

This experience has positioned ICA as an industry leader in incident response and the handling of third party damage repair and reimbursement.

ICA recognizes the importance of restoring essential transportation system functions as soon as possible after damage has occurred to the system. ICA will promptly notify OOCEA of damage caused by third parties and work urgently to restore system safety and critical functions immediately upon damage. Once critical functions have been restored and actual incident details and costs have been well documented, ICA will pursue claims against the responsible party for reimbursement of expenses incurred, according to the contract and consistent with OOCEA and FDOT procedures. ICA will utilize its established accounts receivable claims process and reporting system to ensure proper, consistent, and accurate damage repair and claims handling. Over the last three years, ICA's Damage Recovery staff has processed more than 10,000 third party claims, including relatively minor guardrail and sign damage, major bridge hits involving both marine and roadway traffic, and catastrophic events including extensive damage from severe hurricanes involving the federal reimbursement process. ICA will exceed OOCEA's expectations for this project by providing precise and effective incident response, and routine and periodic maintenance for the SR 429 & SR 414 project.

### g. Routine/Periodic Maintenance Operations

ICA will conduct routine and periodic maintenance operations with emphasis on safety, performance, and life cycle cost effectiveness. ICA will develop and implement a project specific annual work plan based upon the inventory of features to be maintained, observed field conditions, reported MRP data, and contract performance requirements. The annual work plan will be entered into our **Solomon® Information Management System (SIMS)** to actively track planned versus completed units of work, periodic MRP results, and resources used. The annual work plan will be skillfully implemented under the watchful eye of the Project Manager, with additional oversight provided by ICA's Florida Regional Director, and Director of Operations. ICA shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in the Scope of Services, maintenance specifications and referenced manuals and procedures. All bridge and structures work orders issued by the FDOT shall be completed within 180 days of receipt by ICA.

### h. Quality Control/Quality Assurance

ICA will implement an on-going QC/QA plan for maintenance operations to ensure that ICA does the ***right work,*** in the ***right location,*** at the ***right time*** to ensure continuous compliance with contract requirements. ICA will also ensure that maintenance activities completed by in-house crews, YWE groups, and other subcontractors are properly completed according to performance standards, and accurately reported to **SIMS**. Please refer to Section XII, c. for further information on QC/QA.

### i. Guardrail and Attenuators

ICA will actively inspect, maintain, and monitor guardrail, handrail, and attenuators for the primary roadways. ICA will comply with the procedural and timeliness requirements included in the contract for inspection and repair. These requirements will be met by:

- Actively monitoring system condition and addressing observed deficiencies daily
- Aggressively repairing and maintaining deficiencies reported by OOCEA, District 5, law enforcement, and others

ICA will conduct daily monitoring and evaluation of guardrail, and attenuators to make sure that repairs are properly identified and completed in a timely manner. When guardrail or attenuators are significantly damaged/ deteriorated, (50% or more) they will be repaired/ replaced to the latest applicable standard, consistent with statewide maintenance practices.

## XII. Plan for Compliance with Standards

ICA will ensure compliance with contract requirements, procedures, laws, manuals, guides and handbooks. ICA's Plan for Compliance will emphasize our commitment to integrity, communication, and professionalism on this project.

## a. Compliance with current Authority Procedures, Florida Statutes, and Florida Administrative Code

ICA has developed a comprehensive strategy to ensure compliance. ICA's Plan for Compliance for the SR 429 & SR 414 project includes several initiatives that will remain in force throughout the project:

- Build & maintain a strong partnership and effective communication with OOCEA for maximum success
- Staff the SR 429 & SR 414 project with knowledgeable, well trained, and properly equipped personnel from Day 1
- Retain qualified and experience staff through emphasis on employee training, recognition, & advancement
- Train and re-train employees on project fundamentals, safety practices, & maintenance techniques
- Effectively supervise and manage personnel, equipment and materials for optimum results
- Maintain and use a reference library including project documents, permits, pertinent procedures, FS, FAC
- Provide oversight and independent review and verification of ICA performance
- Incorporate lessons learned in all we do to ensure consistent high performance

Project safety and incident response are ICA's highest priority for this project. ICA will maintain compliance with OSHA requirements throughout the contract. ICA will also ensure compliance by maintaining close coordination and regular communication with local and state law enforcement and emergency response personnel. ICA will carefully track maintenance operations, actively supervise field crews, and regularly review ICA incident response performance for compliance with contract requirements. ICA will provide independent verification and oversight through the QC/QA program and Executive Review Board.

Because of our existing presence in the Central Florida area and throughout Florida, the ICA team is very familiar with OOCEA, FDOT, and federal standards for work on this project. Our team is ready to take over asset maintenance responsibilities on this project due to our many years of experience successfully working with FDOT standards, and our understanding of the environmental compliance issues associated with this project including the requirements of the Florida Department of Environmental Protection, St. Johns River Water Management District, South Florida Water Management District, NPDES permits, U.S. Army Corps of Engineers, and U.S. Fish and Wildlife Service.

ICA will place special emphasis on the procedural and other requirements for maintenance activities including the inspection, maintenance, and monitoring of all guardrail, handrail and attenuators for SR 414/SR 429. Towards this end, ICA will use its maintenance management system to record, manage, and verify these safety critical activities. This information will be used by ICA professionals to monitor and oversee these essential functions, ensuring timely completion of work, re-stocking of materials, and proper documentation to support FDOT and ICA 3rd party damage reimbursement. ICA will use its maintenance management system (SIMS) to record, track, and report on the status of 3rd party damage inspection, corrective action, and reimbursement to ensure compliance with FDOT procedures, and the responsibilities entrusted to ICA involving this sensitive program.

ICA will use the results of the periodic MRP to direct resources and actively manage maintenance activities. ICA will use SIMS to analyze maintenance activity production and periodic MRP results, and will prepare and update its 12-month work plan as needed to ensure performance.

## b. Compliance with current Authority Manuals, Guides and Handbooks

In addition to the steps mentioned above, ICA will also implement an intensive on-going Quality Management (QM) program. ICA will use its proven internal project performance review process to ensure that Authority requirements are consistently achieved and maintained on all OOCEA assets under our care. The ICA QM program will provide a means of identifying, tracking, and resolving areas in both constant and special need of improvement. The QM Program will provide tools to measure our performance, serve as a catalyst in promoting continuous improvement, and play an integral role in our day to day activities. Through a structured program of quality management, specific improvement initiatives, measurement of performance, and encouragement of ideas, we will meet our target of continuous performance and quality in all that we do.

## c. Quality Management Program for the SR 429 & SR 414 project

The key elements of our QM program will be the use of Quality Control (QC) and Quality Assurance (QA) Plans to monitor the timeliness and quality of work performed by ICA and subcontractors. If deficiencies in work performance are identified, ICA will use the information obtained during Quality Management reviews to make improvements in Operational Plans and the Quality Management Plan.

ICA's approach will assure a continuous process of active monitoring, self-evaluation, and corrective action through self-improvement. ICA's QM Program will pro-actively ensure high quality work done right the first time, and verify effective supervision and performance through on-site review, oversight, and monitoring. ICA will:

- Develop a project specific QM plan for approval by OOCEA
- Perform on-going QC/QA review and documentation
- Train and re-train key personnel and sub-contractors
- Utilize maintenance activity standards to ensure consistent and high quality work results
- Effectively supervise maintenance activities
- Verify work quality through on-going QC and independent QA
- Conduct annual Performance Improvement Review (PIR) to include interview with client on ICA's performance and service delivery• Re-evaluate and improve processes to pro-actively deliver and improve quality
- Use the MRP program to evaluate system condition, direct resources, and ensure continuous quality

## d. Quality Control Plan

ICA's on-going QC Plan will detect and correct deficiencies as early as possible, implement improvements in a manner that eliminates the causes of deficiencies, and ensure data integrity, correctness, and completeness. ICA's QC Plan will be used to review and influence the timeliness and quality of daily services provided under this project. Quality control reviews will be performed on a monthly basis to monitor the effectiveness of Operations Plans, verify conformance with contract performance requirements, and ensure proper reporting of findings to the Authority. Quality control reviews will be performed using established forms, and include both field and documentation reviews, as appropriate. Any corrections in policy or procedure where performance can be enhanced will be brought to the attention of ICA's QA/QC Manager for analysis.

## e. Quality Control Sample Size

An essential element of the required Quality Control plan is to provide assurance of quality and service with minimal inspection. In order to accomplish this, ICA has developed a practical and economical plan for evaluating, monitoring and assuring contract compliance. A key component of this plan is a sampling program in which evaluation results for the sample accurately represent the level of service for the specific work activity/service within the project. If preliminary results reveal a concern, the sample size will be expanded and further QC evaluation will be conducted. Deficiencies will be immediately addressed through corrective work, process improvements, and training.

## f. Quality Assurance Plan

The QA Plan will review and validate the results of the on-going QC process and ensure the overall quality of services provided under this contract. Samples will be evaluated by the QA Team, and if preliminary findings indicate a concern the sample size will be expanded and additional project information will be evaluated. Quality assurance reviews will be performed by ICA's QA/QC Manager, Mr. Gerald Lansaw, who will evaluate the effectiveness of corrective action plans developed and implemented as part of the QC and QA reviews. Data from the QA reviews will be electronically stored, and standardized reports will be prepared to document the periodic findings. These results are shared with the Project Manager and a corrective action plan required. The results of the QA/QC reviews and corrective actions are reviewed by upper management within Florida as well as ICA's corporate office, as may be appropriate; to assure that the project is in conformance with OOCEA expectations and contract requirements.

### g. Documenting Quality Assurance Findings

ICA has developed standardized forms to assist in the systematic evaluation and documentation of the Quality Assurance program. Quality Assurance reviews will be performed using established forms, in a final format agreed upon by the Authority. Forms will be developed and completed for each QA review category according to the QA process described above.

# C. Experience of Firm and Ability of Staff

## I. Firm Experience

ICA has worked diligently and responsibly to earn its reputation as an industry leader in the delivery of transportation maintenance services and client satisfaction, and has the experience required to successfully perform the maintenance, inspection, and incident management required for the SR 429 & SR 414 project. ICA currently holds contracts to provide comprehensive maintenance services on 6,142 lane miles of Interstate and limited access facilities with the Florida DOT, Florida Turnpike Enterprise, Orlando Orange County Expressway Authority, Virginia DOT, North Texas Tollway Authority, and Harris County Toll Road Authority, Houston, TX. In addition, ICA has contracts with the Florida DOT and South Carolina DOT involving structures inspection, repair and maintenance. ***Table 2.B. ICA Project Experience Similar to the OOCEA SR 429 & SR 414 Project*** provides a listing of pertinent project experience. An overall description of ICA projects is included on our website at *http://www.ica-onramp.com/*. In addition, ***Reference Letters*** and ***Letters of Appreciation*** are available upon request.

**Table 2.B. ICA Project Experience Similar to the OOCEA SR 429 & SR 414 Project**

| Project Name | Incident Response & Emergency Management | Asset Inspection & Repair | Customer Service & Interagency Communication | MRP Inspection & Action Plans | Lane Closure Tracking | HazMat Response | Hurricane Damage Assessment | 3rd Party Damage Reimbursement & Federal Reporting |
|---|---|---|---|---|---|---|---|---|
| **OOCEA Tollway Asset Maintenance** | X | X | X | X | X | | X | |
| **FDOT Turnpike Enterprise Tollway Asset Maintenance** | X | X | X | X | X | X | X | X |
| **North Texas Tollway Auth. Tollway Asset Maintenance** | X | X | X | X | X | X | X | |
| **FDOT I-75** | X | X | X | X | X | X | X | X |
| **FDOT District 6 Miami Dade Co. I-95, I195, I395, SR 826, SR 970** | X | X | X | X | X | X | X | X |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **VDOT I64 Richmond to Norfolk** | X | X | X | X | X | X | X | X |
| **VDOT I81 Salem District** | X | X | X | X | X | X | X | X |
| **FDOT District 3 Facility Asset Maintenance** | X | X | X | X | | X | X | X |
| **FDOT District 2 Facility Asset Maintenance** | X | X | X | X | | X | X | X |
| **VDOT Facility Asset Maintenance** | X | X | X | | | X | X | |
| **FDOT Bridge Repair, Inspection & Maintenance (BRIM) 3 contracts-Districts 1N, 1S & 7** | X | X | X | | X | X | X | X |
| **Sarasota County BRIM** | X | X | X | | X | X | X | X |
| **FDOT District 7 Sunshine Skyway BRIM** | X | X | X | | X | X | X | X |
| **VDOT I64 & I81 Staunton District** | X | X | X | X | X | X | X | X |
| **ACCI/API Joint Venture for FDOT I75 Naples-Ft. Myers** | X | | X | | X | X | X | X |

## II. Key Personnel and Abilities

ICA will establish the ICA SR 429 & SR 414 project organization with a core team of transportation professionals who will work together to ensure timely performance of contract requirements.

## Project Manager

**Mr. Marion Anderson**, will serve as the Project Manager. Mr. Anderson has worked for the past 9 years as ICA's Area Operations Manager for our asset maintenance projects with OOCEA encompassing SR 408, SR 417, SR 528, SR 551, and SR 414/429 (Facilities only). Mr. Anderson serves as the liaison between the OOCEA Maintenance Manager and ICA. Responsibilities include, supervision of all aspects of Facilities Maintenance for OOCEA tollways in Orange County, oversight of all in-house and sub-contracted electrical work, administration of contracts, review of construction projects prior to release and ensuring all safety procedures are adhered to. Mr. Anderson also assists the Project Manager in the day-to-day operations of the project. Before joining ICA in 2001, Mr. Anderson was an assistant maintenance engineer with the Florida Department of Transportation, where he was responsible for the supervision of the trade crews that made HVAC, electrical, plumbing and carpentry repairs to facilities in the maintenance area. He also supervised the bridge crew in charge of guardrail, attenuator and concrete repairs. Mr. Anderson was responsible for the inspection of construction projects before final acceptance by maintenance, working with contract crews and ensuring that all work and repairs met department standards. Mr. Anderson also dealt with the general public responding to complaints and investigating accidents. Earlier duties with the Department included assisting in coordinating daily operations of the maintenance department. Prior to working with the Department, Mr. Anderson was employed by several petroleum companies overseeing the construction or remodeling of service stations and convenience stores. Mr. Anderson holds a general contractor's license and has worked as a project manager, supervising construction of new homes and businesses, as well as the remodeling of older homes.

## Florida Regional Manager

**Mr. Jim Beach, PE** will serve as the responsible engineer for the SR 429 & SR 414 project. Mr. Beach's background makes him uniquely qualified to manage this project due to his ten years of direct experience with Florida Department of Transportation maintenance operations involving Lake City Maintenance, Gainesville Maintenance, and direct management of the State Sign and Structures Shops. Mr. Beach has extensive experience in many FDOT technical areas and has served with many teams including: District Recon Team member, Statewide Traffic Incident Management Team, and Statewide MRP Team. Mr. Beach has received Advanced MOT training, and has served as an FDOT trainer for Sign Inspection Training. Mr. Beach has completed numerous FEMA National Incident Management training courses, and is a certified Public Assistance Coordinator. Mr. Beach is a Florida registered Professional Engineer, with a degree in Civil Engineering from the University of Florida.

## Florida Regional Director

**Mr. Derrick Jenkins, PE,** ICA's Florida Regional Director, will be responsible for directly supporting Mr. Anderson in implementing the SR 429 & SR 414 project. Mr. Jenkins will have the entire ICA operations team at his disposal to address routine, emergency and urgent maintenance issues, and he will report directly to ICA's Vice President of Operations to ensure overall success and corporate emphasis on this project. Before joining ICA, Mr. Jenkins worked 16 years for FDOT in field maintenance, and as the agency Emergency Management Officer. Mr. Jenkins is a Florida Registered Professional Engineer, and holds a Bachelor of Science degree in Civil Engineering from Clemson University.

## Regional Safety Manager

**Larry "Bobby" R. Goode, GSP, CHST,** ICA's Regional Safety Manager, will oversee the general welfare, safety and health requirements for ICA employees and work zones on this project. Mr. Goode will ensure that adequate safety orientation and indoctrination are provided for new, reassigned, or promoted employees. He will also ensure that accident investigations and routine safety inspections of facilities and work sites are properly conducted. Prior to joining ICA, Mr. Goode managed health and safety programs for several large companies where his responsibilities included training of employees, accident investigation, reporting and record keeping, routine safety evaluations, and monitoring subcontractor compliance with federal, state, and local safety regulations.

### Turf Management

**Dr. Garry Seitz, PhD**, will lead ICA's Turf Management Group. The Turf Management Division has implemented successful programs with the Orlando-Orange County Expressway Authority, and the Turnpike Enterprise system along the Polk, Veterans and Suncoast Parkways. Client satisfaction on these projects is at an all time high since Dr. Seitz began working with our team. Dr. Seitz has initiated highly innovative methods and preventive maintenance programs to aggressively arrest weed control and improve overall turf condition. Dr. Seitz will be available to provide technical expertise and oversight to ICA's Turf Management program as needed for the SR 429 & SR 414 project. Dr. Seitz holds a Doctorate degree in Agronomy/Turfgrass Management from the University of Florida, and also possesses licenses in Commercial Pest Control Operation and Commercial Pest Application in the categories of Ornamental and Turf, Aquatic, ROW and Demonstration (Florida).

### Quality Assurance/Quality Control Manager

**Mr. Gerald Lansaw** will serve as the QA/QC Manager for this project. In this role, Mr. Lansaw will conduct QA/QC reviews on a periodic basis to ensure compliance with ICA's Quality Management Program, state and federal policies and procedures and the contract documents. Mr. Lansaw performs Performance Improvement Reviews (PIR) that samples every operational aspect of a project from administration to subcontractor performance to assure ICA provides quality service to our clients. The results of all reviews are shared with the Project Manager and upper management within ICA. Corrective actions are documented and monitored for completion. Mr. Lansaw worked with FDOT District 4 for more than 30 years before coming to ICA in 2000, initially serving as Roadway Project Superintendent. Over the last two years, Mr. Lansaw has been instrumental in developing and implementing ICA's QA/QC program and has dramatically improved the asset maintenance processes that ICA implements in its program.

# D. Organization and Management

ICA will exceed OOCEA's expectations for the SR 429 & SR 414 asset maintenance project by establishing an ICA project organization staffed with technical and professional experts working together to ensure the delivery of precise and effective incident response, customer service, routine and periodic inspection and maintenance, and proper contract administration.

## I. Identification of Key Personnel, Org. Structure, Coordination, Communication

The ICA Project team is committed to building a positive and constructive performance oriented partnership with OOCEA personnel, and ensuring a high level of satisfaction on this important project. To achieve this goal, we have forged a team of technical experts and professionals with the right background and experience to deliver high performance, and consistently meet and exceed the requirements of this project. The ICA team for the SR 429 & SR 414 project has exceptional professional and technical experience in several key elements of this project including emergency management and incident response, FDOT MRP policy making, routine and periodic maintenance, OSHA safety compliance, subcontract administration, and maintenance personnel management.

## II. Field Operations Staffing

ICA will staff the Operations Center with a core team of transportation professionals who will work to ensure timely performance of contract requirements. ICA operations will be lead by Project Manager, Marion Anderson, with direct oversight by Jim Beach, PE, Florida Regional Manager. In addition, Mr. Anderson will receive project support from ICA's Regional Safety Manager, Damage Recovery Coordinator, and Work Plan Asset Manager. Project staff will be fully briefed and well-trained regarding project specific requirements for performance, communication, and coordination prior to beginning work.

## III. Routine Maintenance Field Crews

ICA's Project Manager will directly oversee an in-house field staff consisting of at least three crew foremen, and several maintenance technicians. The Crew Foremen will be certified in traffic control procedures, and will be given specific training related to work standards. The Crew Foremen will be responsible for work-needs assessments, and daily observation of field conditions. The daily exposure to project routes will allow them to be familiar with all asset features. This firsthand knowledge will enhance ICA's ability to address deficiencies pro-actively.

## IV. Turf Management Division

ICA's Turf Management Division will be available to assist with the mowing, herbicide, and fertilization program for the SR 429 & SR 414 project, as needed. The Turf Management Division has implemented successful programs with the Orlando-Orange County Expressway Authority and the Turnpike Enterprise system along the Polk, Veterans and Suncoast Parkways. Client satisfaction on these projects is at an all time high since Turf Management Consultant, Dr. Garry Seitz, began working with our team. Dr. Seitz has initiated highly innovative methods and preventive maintenance programs to aggressively arrest weed control and improve overall turf condition.

## V. ICA Operations Center

ICA will establish a new operational facility to implement this project. The operations facility will be located near the intersection of SR 50 and SR429. The Project Manager, a Field Operations Manager, and several key staff will work from this location. The Operations Facility for the project will contain both office and warehouse space for the storage and maintenance of ICA's equipment, materials, and traffic control equipment. The facilities will be used to stage vehicles, personnel, and equipment for routine operations and catastrophic events such as storms, tornadoes, hurricanes, and wildfires. These strategically situated operations facility will provide a base of operations to allow our crews ready access to the entire project area. If necessary in an emergency, ICA can marshal extensive personnel and equipment from our other ICA Florida offices within Florida. The proximity of these existing Florida ICA operations centers will provide a service advantage, including faster response in emergency situations, available resources to address special needs and circumstances, and exceptional manpower availability.

## VI. Existing ICA Facilities

ICA currently has 10 maintenance and operations facilities within Florida, including an existing Orlando Operations facility located in Orange County near SR 528 and South Goldenrod Road. ICA will marshal extensive personnel and equipment from other ICA Florida offices within Florida when needed. The proximity of these existing Florida ICA operations will provide a service advantage, including faster response in emergency situations, available resources to address special needs and circumstances, and exceptional manpower availability.

## VII. Equipment

ICA will secure a fleet of in-house vehicles dedicated specifically to the SR 429 & SR 414 project. This fleet will include ½ ton pickups for use by crew foreman and operations staff person. Each pickup will be equipped with an arrow board. ICA staff will also have access to 1 ton crew cabs with dump bodies, and a variety of other equipment such as impact attenuators (truck or trailer mounted), large and small machine mowers, trailers, arrow boards, variable message signs, skid steers, herbicide tanks outfitted on trucks or trailers, truck mounted boom trucks for elevated service work, heavy duty ATVs equipped with herbicide devices for spot herbicide application, and numerous hand held equipment such as backpack blowers, chain saws, generators, air compressors, etc. ICA will supplement its fleet with specialty equipment as needed by using specialized subcontractors or rental equipment.

## VIII. Materials

ICA will maintain an inventory of maintenance materials including guardrail, attenuator, and handrail components, and other various materials sufficient to meet the physical and timeliness requirements for the project. ICA will track the use of

maintenance materials, personnel, and equipment using SIMS to ensure proper reporting of resources used to OOCEA, 3rd Party damage claims, and federal reimbursement programs such as FEMA and FHWA.

### IX. Partners

ICA's existing presence in Central Florida offers tremendous benefits for reaching out to the local sub-contracting community. This head-start will enhance ICA's ability to develop effective contracts, which will include acceptance standards and response times for the task on each activity. Only contractors that are trained or pre-certified to our acceptance criteria will be selected. Multiple contractors may be selected for some activities to ensure availability and provide vendor options for our Managers. This redundancy and buying power will also provide for a better response in a catastrophic type of emergency event. ICA will exceed the 15% DBE goal for this project through its use of FDOT certified W/MBEs.

### X. Subcontractor Oversight – Quality Management via a Proven Approach

ICA's Project Manager will provide daily management of in-house crews and subcontractors. The Project Manager will assess the daily condition of the highway and determine the magnitude and type of repair/maintenance work needed. Using ICA's SIMS, the Project Manager will manage multiple operations and inspect field performance. The Project Manager will administer work orders, inspect work quality, verify material acceptance, document contractor activities, record work progress, and generally serve as an on-site inspector to ensure adherence to standards and specifications.

## E. Required Attachments to the Proposal

All required forms are to be found in the **Appendix**

# State of Florida

## Department of State

I certify from the records of this office that INFRASTRUCTURE CORPORATION OF AMERICA, is a corporation organized under the laws of Tennessee, authorized to transact business in the State of Florida, qualified on November 17, 1998.

The document number of this corporation is F98000006316.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Seventeenth day of November, 1998

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
# CONFLICT/NONCONFLICT OF INTEREST STATEMENT

**CHECK ONE**

[ X ] 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 these services.

**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 these services.

**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**

**(X) The undersigned firm has had no litigation or regulatory actions against it in the last five 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 all actions against it by any Federal, State or local regulatory agency.**

Infrastructure Corporation of America
COMPANY NAME

AUTHORIZED SIGNATURE

Troy Dover
NAME (PRINT OR TYPE)

Vice President of Operations & Marketing
TITLE

Failure to check the appropriate blocks above may result in disqualification of your submittal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your submittal.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**
**DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

Infrastructure Corporation of America does:
Name of Business

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

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

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

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

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

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

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

Proposer's Signature

3/18/2010
Date

## ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
## 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.

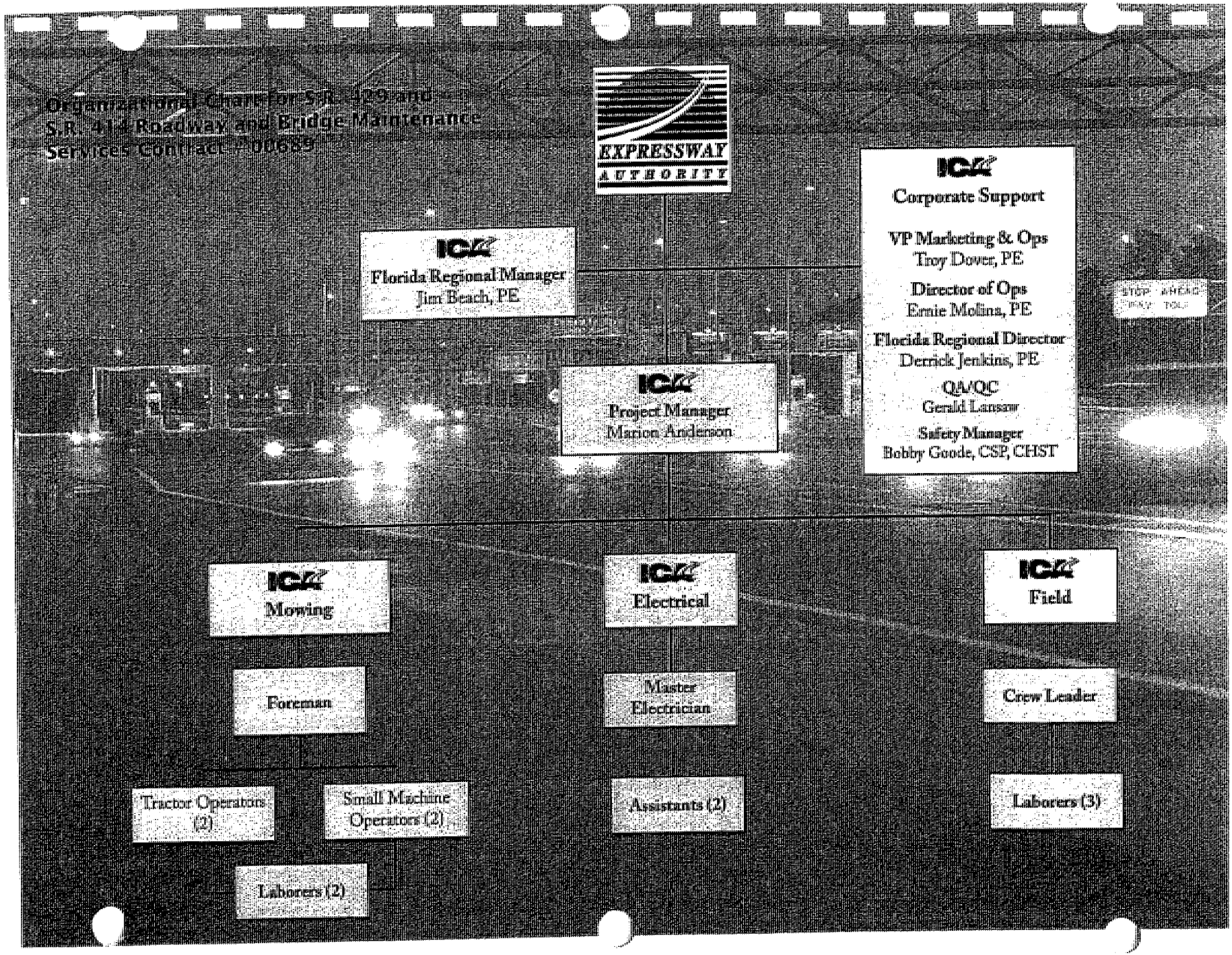
Infrastructure Corporation of America

Company Name

By: _____

Title: Vice President of Operations & Marketing

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)


Organizational Chart for S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services Contract #00689
EXPRESSWAY AUTHORITY
ICA
Florida Regional Manager
Jim Beach, PE
ICA
Project Manager
Marion Anderson
ICA
Corporate Support
VP Marketing & Ops
Troy Dover, PE
Director of Ops
Ernie Molina, PE
Florida Regional Director
Derrick Jenkins, PE
QA/QC
Gerald Lansaw
Safety Manager
Bobby Goode, CSP, CHST
ICA
Mowing
Foreman
Tractor Operators (2)
Small Machine Operators (2)
Laborers (2)
ICA
Electrical
Master Electrician
Assistants (2)
ICA
Field
Crew Leader
Laborers (3)

## Marion Anderson
## Project Manager

## Education
Bachelor of Science, Public Relations, University of Florida

## Current Professional Licenses
State Certified General Contractor, Florida #CGC047460

## Summary
Before joining ICA in 2001, Mr. Anderson was an assistant maintenance engineer with the Florida Department of Transportation, where he was responsible for the supervision of the trade crew that made repairs to the facilities in the maintenance area, HVAC, electrical, plumbing and carpentry. He also supervised the bridge crew in charge of guardrail, attenuators and concrete repairs. Mr. Anderson was responsible for the inspection of construction projects before final acceptance by maintenance, working with contract crews and ensuring that all work and repairs met department standards. Mr. Anderson also dealt with the general public responding to complaints and investigating accidents. Earlier duties with the Department included assisting in coordinating daily operations of the maintenance department. Prior to working with the Department, Mr. Anderson was employed by several petroleum companies overseeing the construction or remodeling of service stations and convenience stores. Mr. Anderson holds a general contractor's license and has worked as a project manager, supervising construction of new homes and businesses, as well as the remodeling of older homes.

## Experience

**Area Operations Manager, Infrastructure Corporation of America** (ICA)
Liaison between OOCEA Maintenance Manager and ICA. Supervise and oversee all aspects of Facilities Maintenance for OCEA Roadways in Orange County. Oversee the Electrical crew and Sub-Contractors work. Administration of Contracts. Review construction projects for maintenance needs. Ensure all safety procedures are being adhered to. Assist the Project Manager in the day to day operations of the project. (2001 - Present)

**Assistant Maintenance Engineer, Florida Department of Transportation**
Duties included inspection of construction projects before final acceptance by maintenance. Administration and development of roadway and facility oriented contracts. Ensured that all work and repairs met the MRP and the Standard Indexes of the Department. Checking the roadway characteristic inventory and comparing totals to work needs surveys. Responding to citizen complaints and investigation of damage claims resulting from highway incidents and accidents. Supervised the bridge repair crew for Volusia and Flagler counties. Supervised trade crews made up of carpenters, electricians and guardrail repair teams. (8 years)

**Field Engineer, Florida Petroleum Services**
Supervised five crews of 25-45 men involved in the construction of new service stations and convenience stores, or remodeling of existing locations. Met with architects and engineers from major oil companies to review and approve plans and site work. This included all parking lot maintenance and repair, asphalt or concrete. (2 years)

**Vice President, General Operations Manager, Seminole Petroleum Co. Inc.**
Supervised construction and maintenance of convenience stores and service stations owned by the company. Supervised day to day maintenance and repair of all problems with offices, bulk storage plant, stores and service stations, HVAC, plumbing, electrical, etc. Coordinated all phases of the repair and upgrading of facilities. (11 years)

**Project Manager, Jennings-McLeod Construction Co.**
Supervised construction of new homes, businesses, and the remodeling of older homes in subdivision owned by the company. Reviewed all plans and bids. (1 year)

**Self-employed contractor** (2 years)

# James P. Beach, PE
# Project Manager

## Certifications

Professional Engineer License #68244

## Education

University of Florida—B.S., Civil Engineering
Lake City Community College—A.A., Pre-Engineering
Lake City Community College—A.S., Forestry Engineering Technology

## Other Qualifications

Engineer In Training Certificate #1094ET479
Able to operate all personal computers along with software.
Serving on a State Emergency Response Team

**District Recon Team member:**

Deployed numerous times to be first response in terms of damage assessment after storm events.

Served on a Statewide Traffic Incident Management Team
Served on a Statewide Maintenance Rating Program Task Team
Trained in Advanced Maintenance of Traffic Control
Served as the District trainer for Sign Inspection Training
Served with FEMA as a State Representative for Public Assistance

**Deployment:**

October 2004 – Served as a Public Assistance officer to represent the State in Ft. Meyers, Florida after a declared emergency. (Hurricane Charlie)
Feb 2005 – Served as a Public Assistance Coordinator serving State facilities at the FEMA Disaster Field Office in Orlando, Florida.

## Experience

**Infrastructure Corporation of America, Lake City, FL** **2009-present**
**Florida Regional Manager**
Responsible for overall operations of all ICA roadway, tollway and facilities contracts in Florida.

**Infrastructure Corporation of America, Lake City, FL** **2007-2009**
**Project Manager**
Manage a Facility Asset Management Contract with the Florida Department of Transportation. Responsibilities include the routine maintenance of 30 facilities owned by the Department. These duties included development of a monthly resource plan, assuring availability of manpower, equipment and materials to accomplish maintenance activities. Coordinate contract managers work efforts to properly perform and document routine inspections.

**Florida Department of Transportation, Lake City, FL** **05/2005–02/2007**
**District Fleet Administrator**
Oversee that an effective District-wide Preventative Maintenance Program is carried out. Develop and coordinate repair specifications for the Equipment Remanufacturing Program. Provide shop personnel the assistance they require in the maintenance of the fleet.
Make evaluations related to new or improved types of equipment and determine whether they will increase the Department's efficiency and/or safety. Develop and prepare bid specifications for the purchase of equipment.
Manage the District's Mobile Equipment Replacement Program. Evaluate the fleet in order to recommend

the priority for replacement. Evaluate the value of surplus equipment as a source of space parts versus sale to public and/or other State agencies.
Aid in development and presentation of equipment operator training. Train operators in routine on-site equipment servicing and maintenance.

**Florida Department of Transportation, Gainesville, FL** **05/2004–05/2005**
**Resource Manager**

Supervise the Contracts Manager to make sure all contract work is properly planned, scheduled, completed and documented.
Coordinate inspector work efforts to properly perform and document routine inspections and inventories. The inspections include pit, sediment trap, sign, guardrail, sign reflectivity, permit compliance, crew studies and mast arm inspections.
Coordinate plans and construction review process.
Coordinate all environmental rules and regulations compliance.
Assist the Operations Manager with formulating the annual legislative budget, conducting the weekly planning meetings, developing quantity and cost estimates, accident claim investigations; organizational manpower needs analysis and updating various emergency contingency plans.

**Florida Department of Transportation, Lake City, FL** **11/2002–05/2004**
**Manufacturing Operation Administrator**

A highly technical position that is responsible for coordinating the administrative and manufacturing operations at the State Sign Fabrication Facility and the State Structures Fabrication Facility. Duties include but not limited to coordinating the development of plans, standards, specifications and the manufacturing of highway signs, sign supports and other traffic control devices utilizing the most effective techniques and materials. Also, manage the purchasing program for materials, coordinate schedules and assign priorities to projects and manufacturing processes; developing and implementing an effective shop safety program; oversee the maintenance and general upkeep of both facilities; coordinating the Department's Detour Bridge Program; conducting evaluations of new materials, construction techniques, computer aided systems and shop management strategies; and manage personnel issues. Duties also include the supervision of Fixed Capital Outlay projects.

**Florida Department of Transportation, Lake City, FL** **8/1999-11/2002**
**Assistant Maintenance Engineer**

As the Field Manager, I supervised the unit's field maintenance operation. These duties included development of the annual resource plan, assuring availability of manpower, equipment and materials to accomplish maintenance activities performed by this unit. Directed field operations with staff which included the use of Department of Corrections inmate crews to supplement staff activities, direct emergency response when necessary and perform technical assignments, such as overseeing Fixed Capital Outlay projects, as well as major input to the work program as required to manage, direct and implement all phases of routine and emergency highway operations. Investigation and response of Risk Management issues related to our unit when necessary. Also coordinated all field efforts with contractual efforts to insure maintenance activities were effective. This required the planning and preparing of contract scopes of work.

**Florida Department of Transportation, Lake City, FL** **4/1997-8/1999**
**Assistant Maintenance Engineer**

As the Field Support Manager, I insured the proper management of the unit's warehouse, automotive shop and permit's section. Also, my duties included the supervision of the Maintenance Management System, as well as the primary reviewer of construction plans and review work completed for final acceptance and see that work is in compliance with maintenance standards and roadway design standards. Also served as the Unit's CADD support

**Florida Department of Transportation, Lake City, FL** **8/1995-4/1997**
**Professional Engineer Trainee**

# Troy B. Dover, P.E.
# Vice President of Operations and Marketing

## Education

- Bachelor of Science/Civil Engineering, North Carolina State University

## Current Professional Licenses

- Professional Engineer, North Carolina #22964
- Commercial Contractor, North Carolina #44485

## Summary

Mr. Dover, ICA's Vice President of Operations and Marketing, has more than 15 years of progressive contract administration and project management experience in highway system maintenance, highway system construction and private development. Prior to joining ICA, Mr. Dover served as the Director of Construction Services for a North Carolina based engineering firm where he provided construction management and design consultation for large public and private projects. He also held several construction and maintenance operation positions with the North Carolina Department of Transportation. Mr. Dover was a District, Resident, County Maintenance and Assistant Resident Engineer in the Raleigh/Durham area while with the North Carolina Department of Transportation. These positions provided Mr. Dover with a wide variety of contract administration and project management experiences in the highway system maintenance and construction areas.

## Experience

- Director of Construction Services, Withers & Ravenel Engineering – Provided construction management and design consultation for large public and private projects. Responsible for project coordination and management through completion of construction. Responsibilities included: review of design; permitting; coordination of construction activities with owners, local government, design engineers and the public; review of requests for field revisions; troubleshooting design issues; review of project cost data and payment request and as built certification.

- District Engineer, North Carolina Department of Transportation – Directed and organized all operations for 2100 miles of interstate, urban and secondary highway systems in the district. Responsible for budget development and management of annual maintenance needs and multiple construction/spot improvement projects. Oversaw the supervision of over 100 personnel, including engineers, technicians, highway superintendents and office administrators. Reviewed, approved and coordinated highway encroachment contracts and driveway permits. Worked closely with federal, state and local officials in developing departmental policies and scheduling activities within the public right of way. Supervised the development and implementation of maintenance and construction contracts.

- Resident Engineer, North Carolina Department of Transportation – Responsible for the contract administration and engineering control of major interstate and urban projects. Responsibilities included supervision of over 40 personnel comprised of assistant resident engineers, survey crews and inspection personnel; supplemental agreement review; negotiation and approval; contract claim review; design review and recommendations. Position required a thorough knowledge of construction techniques in conjunction with applicable standards and specifications. Strong negotiation and communication skills were required for interaction with contractors, design engineers, the public and news media.

- County Maintenance Engineer, North Carolina Department of Transportation – Directed roadway maintenance activities, urban and secondary highway system within Durham County. Responsibilities included supervision of over 40 employees; development, tracking, and management of multiple maintenance budgets; estimating personnel, equipment and material needs/costs for projects; scheduling and coordinating maintenance operations; inventory management; equipment management; engineering design and control. Position required a thorough knowledge of roadway maintenance activities and techniques, NCDOT Standards and Specifications, contract administration and communication skills for interaction with employees, engineering staff, the public and news media. Directly involved in the development and implementation of a service request database and various operational training programs.

- Assistant Resident Engineer, North Carolina Department of Transportation – Responsible for the contract administration and engineering control of major interstate and urban projects. Responsibilities included supervision of survey crews and inspection personnel. Position required a thorough knowledge of construction techniques in conjunction with applicable standards and specifications. Strong negotiation and communication skills were required for interaction with contractors, design engineers, the public and news media.

# Larry "Bobby" R. Goode, CSP, CHST
## Corporate Safety Manager

## Education

Murray State University, Murray, KY
Degree: Bachelor of Science, August 2004
Area: Occupational Safety and Health, ABET/RAC Accredited

## Training and Certification

- Board of Certified Safety Professionals: Certified Safety Professional (CSP)
- Board of Certified Safety Professionals: Graduate Safety Practioner (GSP)
- Board of Certified Safety Professionals: Construction Health & Safety Tech (CHST)
- National Center for Construction Education & Research: Construction Site Safety Technician (CSST)
- National Center for Construction Education & Research: Construction Site Safety Supervisor (CSSS)
- National Center for Construction Education & Research: Safety Technology Certification
- National Center for Construction Education & Research: Field Safety Certification
- OSHA 500 Train the Trainer certification
- Construction Industry 30-hour Occupational Safety and Health Certification
- General Industry 30-hour Occupational Safety and Health Certification
- American Red Cross CPR/First Aid Instructor certified
- Experienced with interacting with OSHA at federal and state levels
- Received HIV/ AIDS and Blood borne pathogen training through Kentucky EMT Instructors Association.
- Strong leadership and communications skills

## Summary

Prior to joining ICA, Mr. Goode managed health and safety programs for several companies where his responsibilities included training of employees, accident investigation, reporting and record keeping, routine safety evaluations, and monitoring subcontractor compliance with federal, state, and local safety regulations. He also conducted routine facility safety audits, and hazard analysis on higher risk operations.

## Experience

**Haskell Company, Jacksonville, FL** **2005-2007**

**Regional Safety Supervisor**

- Act in an advisory capacity on all matters pertaining to safety, health, environment and loss control for projects located with the state of Florida.
- Assist with maintaining and conducting training for site and management personnel.
- Participate in project bid proposal, pre-construction and start-up meetings.
- Support projects with accident investigation and record keeping duties consistent with company policy and procedures.
- Monitor subcontractor compliance with all federal, state and local laws related to construction.
- Conduct routine job site safety evaluations.
- Assist governmental projects with maintaining compliance with the EM 385 standards.
- Instruct construction safety to University North Florida Building Management students.

**PTCAlliance, Hopkinsville, KY** 2004-2005

**Environmental Health and Safety Manager**

- Acted in a supervisory capacity on all matters pertaining to safety, health, environment, property loss control, and risk management for the 150-employee facility.
- Responsible for monitoring and testing of the onsite wastewater facility.
- Performed all new hire safety orientation training and tracked the facilities workforce safety training requirements.
- Designed and implemented the facilities machine guarding program and ensured the guarding was installed to regulated guidelines.
- Performed training sessions on forklifts, lockout/tagout, overhead cranes, HAZCOM, blood borne pathogens, RACA, etc...
- Conducted sprinkler/fire suppression system audits.
- Conducted routine facility safety audits.

**General Electric Co., Louisville, KY** 2000-2001

**Environmental Safety and Health AP 4/5**

- Assisted in the preparation for VPP certification by sitting as a committee chair, for the Work-site Analysis/Hazard Prevention task force.
- Performed hazard analysis on higher risk operations.
- Created a contractor safety procedure for facilities AP 4/5.
- Created new JSA and JSI for three production lines and six production high-risk operations.
- Coordinated the safety work orders with facility maintenance department.
- Performed training sessions on blood borne pathogens, lockout/tagout, storm water pollution, electrical safety, respirator safety and fit testing, and noise conservation.

**Wal-Mart, Ashland City, TN** 1996-1999

**Assistant Manager**

- Tracked and budgeted multiple department profit and loss statements.
- Developed work schedule for permanent and seasonal employees.
- Performed annual inventories of retail merchandise.
- Conducted forklift training for selected employees.
- Performed customer service on a daily basis.

**Hopkinsville Recapping Inc., Hopkinsville, KY** 1992-1996

**Assistant Manager**

- Performed all customer service in the service bay and front office.
- Maintained credit accounts.
- Acted as sales representative for the company.
- Maintained government bids and national accounts.
- Conducted annual physical inventory.

**United States Navy, Charleston, SC** 1988-1992

**Petty Officer**

- Served as torpedoman of the watch in charge of torpedo room when underway.
- Trained shipboard personnel in fire arm qualification, hoisting and rigging safety, and fire/damage control training.
- Served as a member of the shipboard SAT security team and fire fighting team.
- Qualified for two senior level duty stations.
- Qualified as a Submariner.

## Derrick Jenkins, P.E.
## Florida Regional Director

## Education

- Bachelor of Science, Civil Engineering, Clemson University

## Current Professional Licenses

- Professional Engineer, Florida

## Summary

Before joining ICA, Mr. Jenkins worked for the Florida Department of Transportation (FDOT) for 16 years. Mr. Jenkins received his B.S. in Civil Engineering from Clemson University in Clemson, South Carolina. Mr. Jenkins was recruited by FDOT in 1985 and began his career with the Department as a P.E. Trainee.

Mr. Jenkins progressed to an Assistant Maintenance Engineer for 9 years where he was responsible for developing some of the first maintenance contracts in the state. His extensive roadway maintenance experience culminated with the position of Area Maintenance Engineer for 5 years and his responsibilities included the budgeting, planning, scheduling and execution of a six-county state roadway maintenance program with the supervision of over 100 employees. Mr. Jenkins' last position with FDOT was as the Emergency Coordination Officer (ECO), responsible for the coordination and direction of the Department's in-house resources during natural and man-made emergencies. Mr. Jenkins provided technical assistance to FDOT's seven District Offices on the establishment and revision of emergency policy and the provision of FDOT resources to adversely affected counties during times of emergency. Mr. Jenkins and FDOT's Executive Staff coordinated the development of in-house procedures for various man-made emergencies, the coordination of traffic evacuation with other states and he was appointed to the AASHTO Infrastructure Security Task Force in Washington, D.C. after the events of September 11, 2001.

Mr. Jenkins first role with ICA was a Project Manager responsible for the establishment of an office, mobilization, administration, scheduling, planning, budgeting and daily operations of a facility contract with the Florida Department of Transportation.

Mr. Jenkins quickly progressed into the role of ICA Regional Manager covering the North Florida area. His responsibilities included the planning, scheduling, budgeting, administration, safety program and overall operations of 3 projects within the North Florida area. These projects encompassed a broad range of engineering disciplines including roadway, bridge, facility and tollway maintenance and repair for the Orlando/Orange County Expressway Authority and two districts of the Florida Department of Transportation.

Presently, Mr. Jenkins works as the Florida Regional Director for ICA and therefore is responsible for all ICA field operations in Florida, which includes administration of all phases of maintenance and repair on roadways, tollways, bridges and facilities. These responsibilities include project planning, budget planning, quality assurance/quality control, safety program oversight, team building and client relations. As Director he is also responsible for future project assessment, procurement and some marketing of ICA's Florida Operations. In addition to his duties as the Florida Regional Director Mr. Jenkins also covers significant Asset Maintenance contract issues statewide and is the liaison between ICA and their clients. Mr. Jenkins is a licensed professional engineer in the State of Florida.

## Experience

- **FDOT Emergency Coordination Officer (ECO)** – Responsible for coordinating and directing the Department's in-house resources during natural and manmade emergencies. Mr. Jenkins provided techni-

cal assistance to FDOT's seven District offices on the revision of emergency policy, the provision of DOT resources to adversely affected counties during times of emergency and the testing of Contra-Flow for emergency evacuations. Mr. Jenkins coordinated with FDOT's Executive Staff in the development of in-house procedures for various natural and man-made emergencies, the coordination of traffic evacuation with other states and was appointed to the AASHTO Infrastructure Security Task Force in Washington, D.C. after the events of September 11, 2001.

- **FDOT Administrator of Rail Operations and Programs** – Provided technical support to Florida's seven District offices and was responsible for the development and management of Florida's statewide highway-rail grade crossing safety programs. After completion of FDOT's P.E. Training Program in 1990, Mr. Jenkins took a position with the Midway Maintenance Facility. During a 14-year period, he held various positions as Contracts Engineer, Assistant Maintenance Engineer and Resident Maintenance Engineer over all maintenance operations for a six-county area. He supervised over 100 personnel, including professional engineers, highway superintendents and technicians, shop personnel, warehouse personnel and office administration support staff.

- FDOT Resident Maintenance Engineer – Responsible for roadway and facility maintenance program for a six county area. Mr. Jenkins has extensive experience in roadway and facility maintenance, including work needs surveys, work program development, administration and documentation, maintnenace contracts, contract inspection, invoicing, materials procurement and certification, fleet management, RCI, MRP and incident response management. Mr. Jenkins has also assisted in several hurricanes and fire disaster relief teams.

## Gerald L. Lansaw
## PIR Manager

## Education

- Broward Community College
- Palm Beach Junior College
- ICS Center for Degree Studies

## Current Professional Licenses

- FDOT MRP Certified
- Commercial Applicator License # CM15357 Categories 21, 6,5A
- ATSSA – Florida Advanced Training – 4/25/02
- Florida CDL Class B License (L520-292-50-471-0)
- ATSSA – Certified Worksite Traffic Supervisor (5567)
- ACI Concrete Field Testing Technician (Grade I) – 1999
- Traffic Control Technician (ATSSA) – 1999
- HAZMAT First Responder (Awareness Level) – 1999
- 24-Hour Limited Exposure/Site Support Training – 1998
- Maintenance Management Systems – 1997-1998
- AASHTO "Roadside Design Guide" – 1997
- Excavation, Trenching and Soil Mechanics – 1997
- Commercial Air Conditioning Tech. II Electrical – 1997
- Lead in Construction – 1997-1998
- Damaged Assessment Course (G601) – 1996
- Intermediate Metrics for Transportation – 1995
- Erosion Control/Storm Water Management – 1995
- Environmental Impacts of Highway Construction and Maintenance – 1995
- Hazardous Materials Handling Course – 1995
- Maintenance Contract Core Curriculum – 1993
- Mowing, Signs, Asphalt, Attenuators, Pavement Markings – 1993
- Supervisor's Hazardous Materials Handling Course – 1993
- N.H.I. – Safety Inspection of In-Service Bridges – 1992

## Summary

**Mr. Gerald Lansaw,** ICA's PIR Manager, works with our core management team, to manage a high-profile quality assurance and quality control program. The PIR Manager reviews ICA's compliance with the proposed QA/QC plans for achieving quality performance throughout all projects.

Mr. Lansaw has more than 40 years of maintenance management experience, including maintenance program design, maintenance management systems analysis, resource allocation, project development, and construction management. Prior to joining ICA in 2000 ,Mr. Lansaw also served 30 years with the Florida Department of Transportation in both maintenance and traffic operations.

## Experience

**Infrastructure Corporation of America** **2000-present**
**PIR Manager**

As ICA's QA/QC Manager, works with core management team to manage a high-profile quality assurance and quality control program. for each project The QA/QC Manager reviews ICA's compliance with the proposed QA/QC plans for achieving quality performance throughout each projects. Conducts regular on-site project reviews, prepares evaluation reports and recommendations for improvement.

**Disaster Reimbursement Manager**
Mr. Lansaw worked closely with multiple Project Managers and multiple Florida Department of Transportation District Offices and their representatives during the years of 2005 through the end of 2007. He worked in preparing and processing proper documents for reimbursements for disaster restoration work performed by ICA to the Florida Department of Transportation to be turned over to FHWA and FEMA.

**Project Manager/ Roadway Project Superintendent**
Mr. Lansaw served as Project Manager for Florida's Turnpike Toll's Project A091 (Polk Parkway, Veterans Expressway, and Suncoast Parkway with shared responsibilities of continued duties of the Roadway Project Superintendent for I-75 from 2001 to 2005 . He was responsible for budget management, overseeing existing FDOT contracts for their remaining life of the project, overseeing the writing of in-house contracts and managing a Contract Manager, Roadway Superintendant with a crew of four (4).

**Roadway Project Superintendent**
Mr. Lansaw served as the Roadway Project Superintendent for the northern section of Florida I-75 from 2001-2005. He was responsible for equipment procurement, setting up offices, training personnel, scheduling of crew work, development of reports, contract writing and processing, administration of contract managers, bridge work order review and scheduling, material procurement, work need survey and DOT Procedure review for compliance.

**Florida Department of Transportation** **1970-2000**

**Principle Assistant Maintenance Engineer, Palm Beach Maintenance, Florida District Four**
Mr. Lansaw supervised the Maintenance Contracts section consisting of seven engineers, six technicians and five field crews. He assisted the Maintenance Engineer in reviewing the unit's roadway characteristics inventory, Maintenance Management workloads, personnel, equipment, Maintenance condition ratings for all facility types, and contract dollars to best determine the means in solving those needs, either by contracting the work or using in-house work forces. Mr. Lansaw then established the annual contract work program for the unit and set up meetings with his contracts staff and operations engineer to discuss annual work programs. The contracts consisted of mowing and litter pick-up, drain inspection, cleaning and repair, sign replacement, landscape maintenance, pavement markings and raised pavement markers, tree and brush removal, street sweeping, bridge tending and maintenance, traffic maintenance, asphalt milling and resurfacing, yard security, sidewalk and concrete repairs, drainage ditch rehabilitation, paved slope repair, bridge waler replacement, guardrail repair, street light maintenance, non-paved shoulder repair, non-paved slope repair, herbicides/fertilizing on both the primary and interstate systems. Mr. Lansaw assisted in each contract development and reviewed all stages for content so that state contracting policies were met.

Mr. Lansaw was responsible for in-house field operations staff, and he assisted the Area Engineer in the field whenever there was a question regarding repair procedures. He also served on different teams, including: value engineering teams that reviewed design projects to determine if there was a safer, economical way to accomplish a project under review and maintenance management teams that reviewed the Maintenance Management Performance Standards. Mr. Lansaw also directed multifaceted maintenance response repair crews to help in the rebuilding of the state's infrastructure.

Other duties included serving as the Maintenance Engineer in his absence, and Mr. Lansaw also assisted the Maintenance Engineer in the annual budget. He was in charge of teams that reviewed roadway characteristics such as guardrail, single and multi-post signs, and attenuators. Mr. Lansaw performed 40%, 70%, semifinal and final reviews for construction projects. (15 years)

**Contracts Engineer, Palm Beach Maintenance, District Four**
In this position, Mr. Lansaw supervised and assisted three engineers and three technicians in developing and administering maintenance contracts consisting of: mowing and litter pickup, signing, pavement marking and raised pavement markers (replaced and new), tree trimming and removal, street sweeping, bridge tending and maintenance, traffic maintenance, asphalt milling and resurfacing, sidewalks and concrete repairs, guardrail repair, street light maintenance, non-paved shoulder repair and non-paved slope repair on both primary and interstate systems. As the Contracts Engineer, Mr. Lansaw was responsible for ensuring that quantities were collected; specifications were developed; and contract packages were developed and sent to the District for review, advertisement and letting. (2.5 years)

**Area Engineer, West Palm Beach Maintenance, District Four**
In this position, Mr. Lansaw supervised five field supervisors and 90 various field employees in the maintenance of all state roads, facilities and bridges in Palm Beach County. He set up five sector regions and thereby made each field supervisor responsible for reviewing their areas for defects. He also set priorities for the work, developed weekly work schedules, kept a good working relationship with his staff and with upper management. Mr. Lansaw also reviewed design plans for maintenance comments and concerns and he assisted the MMS engineering reviewing crews and completing reports. Mr. Lansaw was on a team for five years during this period. He was trained for a Quality Improvement Team, Team Leadership and as a Facilitator. Mr. Lansaw also served on three teams in the West Palm Beach Maintenance yard. (6 years)

**Engineering Training Program, District Four**
In this position, Mr. Lansaw served under the District Office Personnel Administrator and he was trained within each section of the Department of Transportation for a period of time, where he learned and was tested on each section before going on to the next department. Listed are some of these departments: Administration, Personnel, Planning, Right-of-Way, Surveying, Design, Estimates, Gainesville Labs, Maintenance, Construction, Tallahassee Administration, Budgeting and Purchasing. (2 years)

**Engineer Technician IV, Traffic Operations, District Four**
Mr. Lansaw was primarily responsible for designing the signs and markings for the completion of the interstate system in Broward, Palm Beach, Martin, Indian River and St. Lucie counties. He also supervised four other technicians in the production of the signing and marking plans. After the roadway plans were drawn, Mr. Lansaw was responsible for the sign placement and design of each of the structures. Mr. Lansaw also ensured that the stripping and raised pavement markers were designed to meet design standards. When the design package was complete, Mr. Lansaw often accompanied the plans to Tallahassee for the Federal Highway Administration review. He was also sent to meet and discuss their concerns and make sure their requests were followed to the highest of standards. (4 months)

**Engineer Technician III, Traffic Operations, District Four**
During this period of time, Mr. Lansaw worked with the public complaint unit and municipalities concerning signings and markings. He took complaints from a letter or phone call and reviewed areas in the field, whereby Mr. Lansaw drew the area and removed, replaced or added signs or markings that he deemed necessary to meet all required standards. After six months, Mr. Lansaw was transferred to supervise the interstate signing and marking group. His primary responsibility in this group was designing the signs and markings for the completion of the interstate system in Broward, Palm Beach, Martin, Indian River and St. Lucie counties. Mr. Lansaw was in charge of two other technicians in the production of the signing and marking design plans. After the roadway plans were drawn, he was responsible for the sign placement and design of each of the structures and for computing the proper cross section for each of the signs. When signs had to be attached to bridges, Mr. Lansaw was responsible for the coordination between his department and the structures department. When the design package was complete, he often accompanied the plans to Tallahassee for the Federal Highway Administration review. (3 years)

**Engineer Technician II, Traffic Operations, District Four**
During this period of time, Mr. Lansaw assisted an Engineer in developing correction to traffic complaints. This

work consisted of following up on complaints from citizens or local officials regarding existing traffic related problems. The problem site was visited, topography obtained, whereby drawings reflecting problem areas were made of the area. The drawings with a work order were then sent to the local maintenance unit. (1 year, 8 months)

**Engineer Technician I, Design Section II, District Four**
In this position, Mr. Lansaw drafted roadway plans, profile sheets and cross sections from survey information for state roadways. (3 months)

**Engineer Technician I, Roadside Development, District Four**
Mr. Lansaw was responsible for tracing roadway plans for the engineer to design landscape for certain sections of the roadways. (6 months)

**Drafting Technician, F. P. & L.**
Mr. Lansaw's responsibilities in this position included running a blueprint machine and making blueprints of drawings for different projects. (10 months)

## Ernie Molina, P.E.
Director of Operations

## Education
- Bachelor of Science in Civil Engineering, North Carolina State University

## Current Professional Licenses
- Professional Engineer, State of North Carolina #23935

## Summary

Prior to his recent promotion to Director of Operations, Ernie Molina served as ICA's Regional Manager for South Florida, responsible for the Multi-District I-75 project, Zone IV Turnpike Enterprise project, District Six I-95 asset management project, and the I-75 Joint Venture maintenance management project in Fort Myers. Prior to joining ICA six years ago, Mr. Molina worked for an asset management contractor for 3 years, and the North Carolina Department of Transportation for 6 years. Mr. Molina received his B.S. in Civil Engineering from North Carolina State University. Mr. Molina was recruited by NCDOT in 1994 and had previously begun his career with the Department as a Co-op Transportation Engineering Associate.

Mr. Molina has worked as a Project Manager for ICA, responsible for administration, scheduling, work planning, budgeting and daily operations for an interstate highway and facilities contract with the Florida Department of Transportation, where he managed and supervised a staff of over 30 people, from area operations engineers to highway maintenance technicians. In addition, he implemented policy, analyzed MRP programs, and interfaced with local contractors and other organizations to ensure the success of the project.

Mr. Molina's responsibilities as Regional Manager include the planning, scheduling, budgeting, administration, and overall operations of 4 contracts within the South Florida region. These contracts encompass roadway, tollway, facility, and structure maintenance and operations for five districts of the Florida Department of Transportation.

## Experience

- Project Manager, Virginia Maintenance Services, Miami-Dade Expressway Project – Mr. Molina directed all activities of this project's staff on a daily basis. Mr. Molina ensured that facility and tollway operations on the project adhered to approved guidelines, and continually notified the MDX of additions or changing conditions. He implemented policy, analyzed the MRP program, managed the work plan and budget on an ongoing basis, and oversaw all work assignments. He also interfaced with local contractors, the MDX Authority, and other organizations, as necessary, to ensure the success of the program. (7 months)

- Project Engineer, Virginia Maintenance Services, I-95 Project Richmond Virginia – Mr. Molina administered maintenance and construction contracts in accordance with specifications and budgetary constraints. He also managed and supervised contract inspectors and field engineers; performed MRP evaluations; communicated and maintained working relationships with coworkers, contractors, municipal officials and the general public. (2 years, 4 months)

- Assistant District Maintenance Engineer, North Carolina Department of Transportation – In this posi-

tion, Mr. Molina administered and managed major maintenance contracts, permitting for utility and access encroachments, secondary road improvement plans, and sat as the NCDOT representative on the Durham County Development Review Board. (3 years)

- Assistant Resident Construction Engineer, North Carolina Department of Transportation – Administered and managed major roadway and structures construction projects in accordance with specifications and safety programs. He interpreted plans, provisions, specifications, policies, procedures, regulations and laws. In addition, he managed and supervised project technicians and served as a liaison to municipal officials and the general public. (2 years)

PRICE PROPOSAL
S.R. 429 AND S.R. 414 ROADWAY AND BRIDGE MAINTENANCE SERVICES
CONTRACT NO. 000689

PRICE PROPOSAL OF

Infrastructure Corporation of America
(NAME)

5110 Maryland Way, Ste. 280 Brentwood, TN 37027 615-377-4730
(ADDRESS) (TELEPHONE NUMBER)

Submitted 3/18/2010

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services, Method of Compensation, and Contract included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Method of Compensation, Contract and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

Infrastructure Corporation of America
Principal (Proposer)

By: Troy Dover
President or Vice President

Attest:
Secretary or Assistant Secretary

(Affix Corporate Seal)

INDIVIDUAL OR FIRM TRADING AS:

Principal (Proposer)

Signature:
Individual or Owner

Witness:

Witness:

JOINT VENTURE

Principal (Proposer)

Principal (Proposer)

By:
Attorney-in-Fact

PARTNERSHIP:

Principal (Proposer)

Signature: (1) Co-Partner or General Partner

Signature: (2) Co-Partner or General Partner

Witness: (1)

Witness: (1)

Witness: (2)

Witness: (2)

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

## PRICE PROPOSAL FORM

## ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## S.R. 429 AND S.R. 414 ROADWAY AND BRIDGE MAINTENANCE SERVICES CONTRACT NO. 000689

| | |
|---|---|
| LUMP SUM AMOUNT – S.R. 429 | $ 6,345,341 |
| LUMP SUM AMOUNT – S.R. 414 | $ 1,650,659 |
| **TOTAL LUMP SUM AMOUNT** | $ 7,996,000 |

The amounts shall include all costs for labor, materials, equipment, expenses and incidentals necessary to provide the services and tasks as required by the Contract Documents. The Total Lump Sum Amount shall be for the entire 5-year term of the Contract.

| | |
|---|---|
| Cost per centerline mile for SR 429 (Based on 22.023 miles) | $ 288,123.37 for 5-year term |
| Cost per lane mile for SR 429 (Based on 111.05 miles) | $ 57,139.50 for 5-year term |
| Cost per centerline mile for SR 414 (Based on 5.729 miles) | $ 288,123.41 for 5-year term |
| Cost per lane mile for SR 414 (Based on 46.34 miles) | $ 35,620.61 for 5-year term |

Article 5.6, Suspension of Work, in the Scope of Services addresses a reduction of maintenance activities in construction areas designated by the Authority and identifies litter removal, herbicide applications and emergency response as the only maintenance activities to be performed. The Proposer shall insert the cost per centerline and lane mile (based on the number of miles shown above) to perform only those maintenance activities.

| | |
|---|---|
| Cost per centerline mile for reduced services for S.R. 429 | $ 172,874.02 for 5-year term |
| Cost per lane mile for reduced services for S.R. 429 | $ 34,283.70 for 5-year term |
| Cost per centerline mile for reduced services for S.R. 414 | $ 172,874.04 for 5-year term |
| Cost per lane mile for reduced services for S.R. 414 | $ 21,372.37 for 5-year term |

Orlando-Orange County Expressway Authority
MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
UTILIZATION SUMMARY

Prime Contractor: Infrastructure Corporation of America

OOCEA Project No.: CONTRACT NO. 000689 Contract Amount $ 7,996,000

Grand Total Anticipated Sublet $ 1,439,280

| M/WBE Subcontractors (Name Only) | $ Amount for Objective |
|---|---|
| E N Landscape Design | 959,520 |
| | |
| All Florida Guardrail Corporation | 479,760 |
| | |
| | |
| | |
| | |
| | |
| | |

Total Dollar Amount for M/WBE Participation Objective $ 1,439,280

M/WBE Percentage of Total Project 18 %
NOTE: Participation Objective may be rounded to the nearest tenth %.

NOTE: If the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted.

---

FOR USE BY OOCEA ONLY

Participation Objective Achieved $ _____ % _____

Date _____ APPROVED _____ DISAPPROVED _____

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# Orlando-Orange County Expressway Authority
## M/WBE Utilization Form

Prime Contractor: Infrastructure Corporation of America (ICA)
OOCEA Project No.: 000689

M/WBE Subcontractor

Name of Company: EN LandScape Design, Inc.
Address: 415 East Pine Street, #1216
Orlando, FL 32801
Phone: 407-704-8424/928-2923 Contact Person: Maria Garrido

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

| ITEM NO. | DESCRIPTION (note if item qualifies for SUPPLIER) |
|---|---|
| 541-1 | Litter Removal |
| 482-2 | Slope Mowing |
| | |
| | |
| | |
| | |
| | |
| | |

MARIA E. GARRIDO - President.
Signature/Title of M/WBE Representative Submitting Above Quote

---

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

| | |
|---|---|
| Amount to be paid to M/WBE Manufacturer ($_____ x 1.00) | $ _____ |
| Amount to be paid to M/WBE Supplier ($_____ x .60) | $ _____ |
| Amount to be paid to M/WBE Subcontractor | $ 200,000.00 |
| Total to M/WBE (toward Participation Objective) | $ 200,000.00 |

Project Manager
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: _____

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

ORANGE COUNTY GOVERNMENT
FLORIDA

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7317
businessdevelopment@ocfl.net

# E N LANDSCAPE DESIGN, INC.

Has Been Certified As A

## MINORITY/WOMEN BUSINESS ENTERPRISE

Approved Lines Of Business:

LANDSCAPE SERVICE INCLUDING EDGING, TRIMMING, BLOWING, WEED AND CRABGRASS CONTROL

This certificate is valid:

**FEBRUARY 2009** through **FEBRUARY 2013**

Sheena Ferguson /acting

Manager, Business Development Division
May 30, 2009

# Orlando-Orange County Expressway Authority
## M/WBE Utilization Form

Prime Contractor: Infrastructure Corporation of America (ICA)
OOCEA Project No.: 000689

M/WBE Subcontractor

Name of Company: All Florida Guardrail Corp.
Address: 5303 Old Winter Garden RD, #A, Orlando, FL 32811

Phone: 407-293-6559 Contact Person: Pauline Chan

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

| ITEM NO. | DESCRIPTION (note if item qualifies for SUPPLIER) |
|---|---|
| | |
| | |
| | Please see attached item numbers and descriptions |
| | |
| | |
| | |
| | |
| | |
| | |

Pauline Chan PRESIDENT
Signature/Title of M/WBE Representative Submitting Above Quote

---

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

| | |
|---|---|
| Amount to be paid to M/WBE Manufacturer ($_____ x 1.00) | $ |
| Amount to be paid to M/WBE Supplier ($_____ x .60) | $ |
| Amount to be paid to M/WBE Subcontractor | $ 177,900.00 |
| Total to M/WBE (toward Participation Objective) | $ 177,900.00 |

Project Manager
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: _____

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

# *The City of Orlando, Florida*
## *Minority/Women-Owned Business Enterprise Department*

*This is to certify* All Florida Guardrail Corp *has been certified by the City of Orlando, Florida as a Minority/Women-Owned Business Enterprise for the period* January 28, 2009; *through,* January 31, 2011

*Approved Line (s) of Business: Guardrail, Attenuators, Fencing, Concrete Sidewalk, Signage (Roadway- Non-Electric), Drainage*

*Certified/Recognized Number:* 08001

*This the 28th day of January 2009*

*Chairman of Certification Board*

*MBE Official*



FROM :ALL-FL GUARDRAIL FAX NO. :407-293-7013 FEB. 24 2009

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

March 12, 2010

**Certified Mail – Return Receipt Requested**

All Florida Guardrail Corporation
Ms. Pauline Chan
5303 Old Winter Garden Rd.
Orlando FL 32811

**ANNIVERSARY DATE – Annually on March 10**

Dear Ms. Chan:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the Florida Unified Certification Program [UCP] as a Disadvantaged Business Enterprise [DBE] in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at http://www.blpincwebapps.com/biznetflorida/ or through The Department's website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time, there is a material change, you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals, or the physical location of your firm. After our review you should receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to Remove DBE certification.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

| NAICS: | FDOT Specialty Code & Description |
|---|---|
| 238990 | 550-Fencing |
| 237310 | 53X-Guardrail |
| 237310 | 520-Concrete Gutter, Curb Elements, & Traffic Separators |
| 238990 | 522-Concrete Sidewalk |
| 237310 | 524-Concrete Ditch & Slope Pavement |
| 238990 | 515-Pipe Handrail Furnishing, Erecting, And Painting Pipe Handrail |

All other concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Gooderman, Certification Manager
Equal Opportunity Office

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Tennessee

COUNTY OF Williamson

BEFORE ME, this day, personally appeared Infrastructure Corporation of America,
(Contractor's Name)

who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 337.11(11) F.S.

(Contractor's Signature)

Typed Name: Brandon Eley

Position: Operations Manager

Company Name: Infrastructure Corporation of America

Company Address: 5110 Maryland Way, Ste.280

Brentwood, TN 37027

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

**********

STATE OF Tennessee

COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 13th day of May, 2010 by
(Date)

Brandon Eley, Operations Manager,
(Name of Officer or agent, title of officer or agent)

of Infrastructure Corporation of America, a
(Name of Corporation acknowledging)

Tennessee 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. Exp. 7-23-2011

_____ (Name of Notary typed, printed or stamped)

DENISE ANN PAINE
STATE OF TENNESSEE
NOTARY PUBLIC
WILLIAMSON COUNTY

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

**(SEAL ABOVE)**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

PERFORMANCE AND PAYMENT BOND

Bond No. 1875749

BY THIS BOND, WE, Infrastructure Corporation of America, as Principal and _____
The Hanover Insurance Company, 3200 West End Avenue, Suite 500 Nashville, TN 37203 _____, a corporation, as Surety, are bound to Orlando-Orange County Expressway Authority, herein called Authority, in the sum of One Million Five Hundred Ninety-Nine Thousand Two Hundred Dollars and No Cents ($1,599,200.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated July 1, 2010, between Principal and Authority for S.R. 429 and S.R. 414 Roadway and Bridge Maintenance, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays Authority all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

5. Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from July 1, 2010 to June 30, 2011, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Authority recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

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

*

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*

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

Bettye J. Brown its Attorney-In-Fact

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

with the seals of said Principal and Surety affixed this 11th day of May in the year of 2010.

INFRASTRUCTURE CORPORATION OF AMERICA

(Corporation must Affix Seal)

By _____

Howard B. Eley, Jr.

President

Title

Attest: _____

Secretary

Darrell K. Massengale

(Place Surety's Corporate Seal)

THE HANOVER INSURANCE COMPANY

Corporate Surety

By _____

Attorney-in-Fact

Bettye J. Brown

Willis of Tennessee, Inc.

Agent

26 Century Boulevard, Nashville, TN 37214

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

## CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Darrell K. Massengale

Secretary

Corporate Seal

**FOR SURETY**

STATE OF TENNESSEE
SS
COUNTY OF DAVIDSON

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Bettye J. Brown, to me well known, who being by me first duly sworn upon oath, says that she is the Attorney-in-Fact, for The Hanover Insurance Company, and that she has been authorized by The Hanover Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the Orlando-Orange County Expressway Authority.

Subscribed and sworn to before me this 11th day of May, 2010, A.D.

(Attach Power of Attorney)

Irma Estes

Irma Estes, Notary Public
State of Tennessee

IRMA ESTES STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires: May 2, 2011

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

*POWERS OF ATTORNEY*
*CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Paul Sims, Pam Pratt, Irma Estes, Bettye J. Brown and/or Richard M. Miller, Jr.**

of **Nashville, TN** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
**Any such obligations in the United States, not to exceed Thirty Million and No/100 ($30,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **23rd** day of **December 2009.**

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this **23rd** day of **December 2009.**, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA ANN GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Nov 3, 2011

Barbara A. Garlick
*Notary Public*

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of May, 2010.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

# CONSENT AGENDA ITEM

# #7

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail
Contract No. 001066

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on January 25, 2015. Responses were received from ten firms by the February 13, 2015, deadline. Those firms were: TranSystems Corporation; Parsons Transportation Group, Inc.; Wantman Group, Inc.; Kisinger Campo & Associates Corporation; DRMP, Inc.; Dewberry Engineers, Inc.; HNTB Corporation; T.Y. Lin International, Inc.; Gannett Fleming, Inc.; Jacobs Engineering Group, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on February 25, 2015, and shortlisted four (4) firms (Dewberry Engineers, Inc.; HNTB Corporation; DRMP, Inc.; Parsons Transportation Group, Inc.) and requested that Technical Proposals be submitted for review and scoring by March 11, 2015.

Technical Proposals were submitted by all four firms for review and scoring by the Technical Review Committee. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on March 19, 2015. After the orals presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

| Ranking | Consultant Firm |
|---|---|
| 1 | DRMP, Inc. |
| 2 | Dewberry Engineers, Inc. |
| 3 | HNTB Corporation |
| 4 | Parsons Transportation Group, Inc. |

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

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

## LOI-001066 Committee Meeting March 19, 2015 Minutes

Technical Review Committee for **Design Services for S.R. 408 Widening from S.R. 417 to Alafaya Trail; Project 408-128, Contract No. 001066,** held a duly noticed meeting on Thursday, March 19, 2015, commencing at 1:02p.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

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

**Other Attendees:**
Robert Johnson, Manager of Procurement

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

| | |
|---|---|
| Dewberry Engineers, Inc. | 1:07 – 1:51 p.m. |
| DRMP, Inc. | 2:08 – 2:51 p.m. |
| HNTB Corporation | 3:07 – 3:49 p.m. |
| Parsons Transportation, Inc. | 4:00 – 4:45 p.m. |

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

| FIRM | Points | Ranking |
|---|---|---|
| DRMP, Inc. | 03 | 01 |
| Dewberry Engineers, Inc. | 06 | 02 |
| HNTB Corporation | 09 | 03 |
| Parsons Transportation, Inc. | 12 | 04 |

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

They're being no other business to come before the Committee; the meeting was adjourned at 4:52pm
These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, March 19, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson

Approved by: _____
Glenn Pressimone

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

**TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY**

**DESIGN CONSULTANT SERVICES S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL;**

**PROJECT NO. 408-128, CONTRACT NO. 001066**

| CONSULTANT | Dewberry Engineers | DRMP | HNTB Corporation | Parsons Transportation |
|---|---|---|---|---|
| UNDERSTANDING APPROACH (MAX 70) | 65 | 70 | 60 | 55 |
| PRESENTATIONS (MAX 30) | 30 | 28 | 25 | 20 |
| TOTAL | 95 | 98 | 85 | 75 |
| Ranking | 2 | 1 | 3 | 4 |

EVALUATION COMMITTEE MEMBER:

J. H. Berenis

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

**TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY**

**DESIGN CONSULTANT SERVICES S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL;**

**PROJECT NO. 408-128, CONTRACT NO. 001066**

| CONSULTANT | Dewberry Engineers | DRMP | HNTB Corporation | Parsons Transportation |
|---|---|---|---|---|
| UNDERSTANDING APPROACH (MAX 70) | 65 | 65 | 60 | 60 |
| PRESENTATIONS (MAX 30) | 23 | 25 | 22 | 21 |
| TOTAL | 88 | 90 | 82 | 81 |
| Ranking | 2 | 1 | 3 | 4 |

EVALUATION COMMITTEE MEMBER:

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**

**TECHNICAL PROPOSAL and PRESENTATION SCORING SUMMARY**

**DESIGN CONSULTANT SERVICES S.R. 408 WIDENING FROM S.R. 417 TO ALAFAYA TRAIL;**

**PROJECT NO. 408-128, CONTRACT NO. 001066**

| CONSULTANT | Dewberry Engineers | DRMP | HNTB Corporation | Parsons Transportation |
|---|---|---|---|---|
| UNDERSTANDING APPROACH (MAX 70) | 66 | 67 | 65 | 65 |
| PRESENTATIONS (MAX 30) | 24 | 25 | 24 | 23 |
| TOTAL | 90 | 92 | 89 | 88 |
| Ranking | 2 | 1 | 3 | 4 |

EVALUATION COMMITTEE MEMBER:

# LOI-001066 Committee Meeting February 25, 2015 Minutes

Evaluation Committee for **Design Services for S.R. 408 from S.R. 417 to Alafaya Trail Consultant Services; LOI-001066,** held a duly noticed meeting on Wednesday, February 25, 2015, commencing at 2:03 p.m. in the Sandpiper Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**
Iranetta Dennis, Director of Business Development
Julie Naditz, Highway Construction Division Manager, Orange County
Corey Quinn, Director of Expressway Operations
Ben Dreiling, Director of Construction and Maintenance

**Other Attendees:**
Robert Johnson, Manager of Procurement

**Discussion and Motions:**
Robert explained that today's meeting was to evaluate and shortlist the top firms and commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed. Additionally, Robert informed the Committee members that he will be providing a new evaluation sheet for Parsons as there was an error on the one within the evaluation package that was issued previously to committee members.

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

| Firms | Score | Ranking |
|---|---|---|
| DRMP, Inc. | 07 | 01 |
| Dewberry Engineers, Inc. | 14 | 02 |
| Parsons Transportation Group, Inc. | 15 | 03 |
| HNTB Corporation | 18 | 04 |
| Gannett Fleming, Inc. | 22 | 05 |
| TranSystems Corporation | 22 | 05 |
| Kisinger Campo & Associates Corp | 27 | 07 |
| Wantman Group, Inc. | 28 | 08 |
| T. Y. Lin International, Inc. | 30 | 09 |
| Jacobs Engineering Group, Inc. | 33 | 10 |

It was the consensus of the committee that the top 4 respondents be invited to submit technical proposals and participate in presentations.

Robert stated that he would set up the presentations in alphabetical order and that the presentations would be held on March 19, 2015, commencing at 1 p.m.

There being no further business to come before the Committee, the meeting was adjourned at 2:41 p.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Wednesday, February 25, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson, Manager of Procurement

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

_____
Ben Dreiling, Director of Construction and Maintenance

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

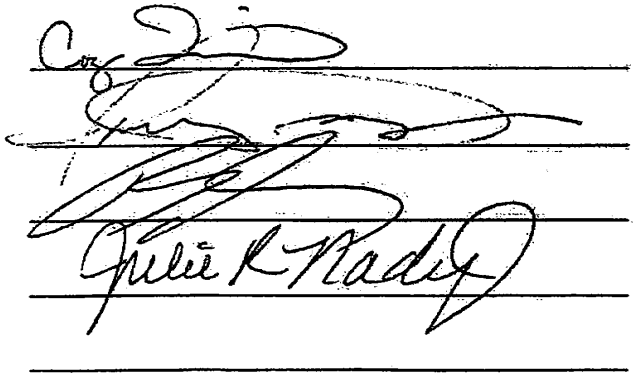
**EVALUATION COMMITTEE MEMBER LETTERS OF INTEREST SHORTLIST RANKING**

**DESIGN SERVICES FOR S. R. 408 WIDENING S.R. 417 TO ALAFAYA TRAIL**

**CONTRACT NO. 001054**

| CONSULTANT | Ben Dreiling RANKING | Corey Quinn RANKING | Iranetta Dennis RANKING | Julie Naditz RANKING | TOTAL SCORE | RANKING |
|---|---|---|---|---|---|---|
| TranSystems Corporation | 6 | 1 | 8 | 7 | 22 | 5 |
| Parsons Transportation Group, Inc. | 2 | 4 | 7 | 2 | 15 | 3 |
| Wantman Group, Inc. | 10 | 9 | 5 | 4 | 28 | 8 |
| Kisinger Campo & Associates, Corp | 5 | 10 | 6 | 6 | 27 | 7 |
| DRMP, Inc. | 1 | 2 | 1 | 3 | 7 | 1 |
| Dewberry Engineers, Inc. | 3 | 6 | 4 | 1 | 14 | 2 |
| HNTB Corporation | 4 | 3 | 3 | 8 | 18 | 4 |
| T.Y. Lin International, Inc. | 7 | 5 | 9 | 9 | 30 | 9 |
| Gannett Fleming, Inc. | 9 | 7 | 2 | 4 | 22 | 5 |
| Jacobs Engineering Group, Inc. | 8 | 8 | 8 | 9 | 33 | 10 |

EVALUATION COMMITTEE MEMBERS:



Date: Wednesday, February 25, 2015

Date: Wednesday, February 25, 2015

Date: Wednesday, February 25, 2015

Date: Wednesday, February 25, 2015

Date: Wednesday, February 25, 2015

# CONSENT AGENDA ITEM

# #8

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 26, 2015

RE: Approval of Final Ranking and Authorization for Fee Negotiations for
Design Consultant Services for
Single Line Dynamic Message Sign (DMS) Upgrade
Contract No. 001086; Project No. 599-525

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on January 16, 2015. Responses were received from three firms by the February 9, 2015, deadline. Those firms were: URS Corporation; Metric Engineering, Inc.; TransCore. The Evaluation Committee was polled and voted unanimously to shortlist all three firms after the Procurement Department verified that the pre-qualification requirements had been met by all of the firms.

Technical Proposals were submitted on March 9, 2015, by all three firms for review and scoring by the Technical Review Committee. The Committee convened on March 26, 2015, and prepared its final ranking based on the scores for the Technical Proposals. The results of that process were as follows:

| Ranking | Consultant Firm |
|---|---|
| 1 | URS Corporation |
| 2 | Metric Engineering, Inc. |
| 3 | TransCore |

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

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Finance and Administration
Corey Quinn, Director of Expressway Operations

## LOI-001086 Project 599-525 Committee Meeting March 25, 2015 Minutes

Technical Review Committee for **Design Services for Single Line DMS Upgrade Project No. 599-525 Contract No. 001086,** held a duly noticed meeting on Wednesday, March 25, 2015, commencing at 9:00a.m. in the Sandpiper Conference Room at the CFX Administrative Bldg., Orlando, Florida.

**Committee Members Present:**
Joe Berenis, Executive Deputy Director Engineering Construction, Operations and Maintenance
Corey Quinn, Director of Expressway Operations
Glenn Pressimone, Director of Engineering

**Other Attendees:**
Robert Johnson, Manager of Procurement

**Discussion and Motions:**
Robert collected 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 utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

| FIRM | Points | Ranking |
|---|---|---|
| URS Corporation | 05 | 01 |
| Metric Engineering, Inc. | 06 | 02 |
| Transcore | 07 | 03 |

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order.

The committee agreed that Corey Quinn would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 09:05am These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, March 25, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson

Approved by: _____
Corey Quinn, P.E.

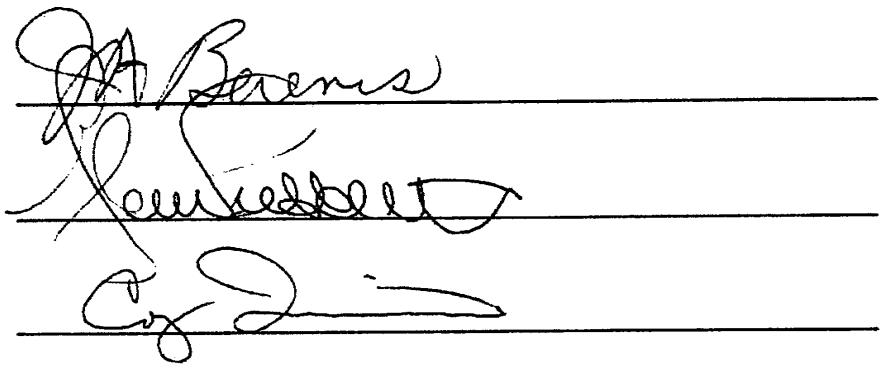
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**TECHNICAL PROPOSALS FINAL RANKING**

**Single Line DMS Upgrade; Project No. 599-525, Contract No. 001086**

| CONSULTANT | Joe B. INDIVIDUAL RANKING | Glenn P. INDIVIDUAL RANKING | Corey Quinn INDIVIDUAL RANKING | RAW SCORE | FINAL RANKING |
|---|---|---|---|---|---|
| Metric Engineering, Inc. | 2 | 2 | 2 | 6 | 2 |
| Transcore | 3 | 1 | 3 | 7 | 3 |
| URS Corporation | 1 | 3 | 1 | 5 | 1 |

EVALUATION COMMITTEE MEMBERS:



3/25/2015

3/25/2015

3/25/2015

**Robert Johnson**

**F m:** Corey Quinn
**S t:** Tuesday, February 10, 2015 2:28 PM
**To:** Robert Johnson
**Subject:** RE: DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086

I am ok moving forward with the 3 teams.

**Corey Quinn, P.E.**
Director of Expressway Operations
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
O: 407-690-5000
D: 407-690-5332
C: 407-429-9098
Corey.Quinn@CFXWay.com
www.ExpresswayAuthority.com

PLEASE NOTE: Florida has a very broad public records law (F. S. 119).
All e-mails to and from the Expressway Authority are kept as a public record.
Your e-mail communications, including your e-mail address may be
disclosed to the public and media at any time.

**F m:** Robert Johnson
**Sent:** Tuesday, February 10, 2015 1:24 PM
**To:** Ben Dreiling; Donald Budnovich; Iranetta Dennis; 'julie.naditz@ocfl.net'
**Cc:** Courtney Gordon; Corey Quinn
**Subject:** DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086
**Importance:** High

Committee Members,

Good afternoon, we opened the subject LOI yesterday, three (3) firms submitted LOIs for the subject project (Transcore, Metric, and URS). All firms/teams meet the pre-qualification requirements (see attached) and state they will meet or exceed the 15% M/WBE objective. Three (3) firms are the minimum number that may be shortlisted. If Committee members unanimously agree to shortlist all three firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for February 20 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I will advise you of the results.

Kindest Regards,

*Robert Johnson*

t Johnson, MSSL, CPPO, CPM, CDT, CRIS
Manager of Procurement

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807

**Robert Johnson**

**rn:** Julie.Naditz@ocfl.net
**.t:** Tuesday, February 10, 2015 4:42 PM
**To:** Robert Johnson
**Subject:** RE: DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086

I agree with shortlisting all 3 firms.
Thanks,

Julie R. Naditz, P.E.
Manager, Orange County Highway Construction
407-836-7949
4200 South John Young Parkway
Orlando, Florida 32839
julie.naditz@ocfl.net

**From:** Robert Johnson [mailto:Robert.Johnson@CFXWay.com]
**Sent:** Tuesday, February 10, 2015 1:24 PM
**To:** Ben Dreiling; Donald Budnovich; Iranetta Dennis; Naditz, Julie
**Cc:** Courtney Gordon; Corey Quinn
**Subject:** DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086

Committee Members,

d afternoon, we opened the subject LOI yesterday, three (3) firms submitted LOIs for the subject project (Transcore, Metric, .d URS). All firms/teams meet the pre-qualification requirements (see attached) and state they will meet or exceed the 15% M/WBE objective. Three (3) firms are the minimum number that may be shortlisted. If Committee members unanimously agree to shortlist all three firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for February 20 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I will advise you of the results.

Kindest Regards,

*Robert Johnson*

Robert Johnson, MSSL, CPPO, CPM, CDT, CRIS
Manager of Procurement

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807

(o) 407-690-5372
www.ExpresswayAuthority.com

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All e-mails to and from the Expressway Authority are kept as a public record.
Your e-mail communications, including your e-mail address may be
disclosed to the public and media at any time.

**Robert Johnson**

**F m:** Robert Johnson
**S..c:** Monday, February 16, 2015 9:58 AM
**To:** Donald Budnovich
**Subject:** FW: DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086
**Attachments:** Prequalification Summary.pdf

**Importance:** High

Don,

This is to confirm our discussion last week of your willingness to shortlist all three (3) firms. Thank-you

Kindest Regards,

*Robert Johnson*

Robert Johnson, MSSL, CPPO, CPM, CDT, CRIS
Manager of Procurement

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/ nails to and from the Expressway Authority are kept as a public record.
Your e-mail communications, including your e-mail address may be
disclosed to the public and media at any time.

**From:** Robert Johnson
**Sent:** Tuesday, February 10, 2015 1:24 PM
**To:** Ben Dreiling; Donald Budnovich; Iranetta Dennis; 'julie.naditz@ocfl.net'
**Cc:** Courtney Gordon; Corey Quinn
**Subject:** DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086
**Importance:** High

Committee Members,

Good afternoon, we opened the subject LOI yesterday, three (3) firms submitted LOIs for the subject project (Transcore, Metric, and URS). All firms/teams meet the pre-qualification requirements (see attached) and state they will meet or exceed the 15% M/WBE objective. Three (3) firms are the minimum number that may be shortlisted. If Committee members unanimously agree to shortlist all three firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for February 20 will not be necessary.

Please respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous, I advise you of the results.

Kindest Regards,

**Robert Johnson**

| | |
|---|---|
| **n:** | Iranetta Dennis |
| **:** | Wednesday, February 18, 2015 11:27 AM |
| **To:** | Robert Johnson |
| **Subject:** | RE: DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086 |

I concur with recommendation.

Iranetta J. Dennis
Business Development Director
Central Florida Expressway Authority
(407) 690-5000
(407) 690- 5011 (f)

PLEASE NOTE: Florida has a very broad public records law (F. S. 119).
All e-mails to and from the Expressway Authority are kept as a public record.
Your e-mail communications, including your e-mail address may be
disclosed to the public and media at any time.

**From:** Robert Johnson
**Sent:** Wednesday, February 18, 2015 8:58 AM
**To:** Iranetta Dennis
**ect:** FW: DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086
**Importance:** High

Please let me know...

**From:** Robert Johnson
**Sent:** Tuesday, February 10, 2015 1:24 PM
**To:** Ben Dreiling; Donald Budnovich; Iranetta Dennis; 'julie.naditz@ocfl.net'
**Cc:** Courtney Gordon; Corey Quinn
**Subject:** DESIGN CONSULTANT SERVICES FOR SYSTEMWIDE SINGLE LINE DMS UPGRADE; PROJECT NO. 599-525; CONTRACT NO. 001086
**Importance:** High

Committee Members,

Good afternoon, we opened the subject LOI yesterday, three (3) firms submitted LOIs for the subject project (Transcore, Metric, and URS). All firms/teams meet the pre-qualification requirements (see attached) and state they will meet or exceed the 15% M/WBE objective. Three (3) firms are the minimum number that may be shortlisted. If Committee members unanimously agree to shortlist all three firms, then scoring of the LOIs and ranking of the firms will not be required since the scores and ranking are not be carried over to the next step in the selection process. If all firms are shortlisted then your service on the Evaluation Committee will be completed and the meeting scheduled for February 20 will not be necessary.

**se respond to this email by either agreeing or disagreeing with the shortlisting of all firms. The decision must be unanimous. I advise you of the results.

Kindest Regards,

# CONSENT AGENDA ITEM

# #9

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Authorization to Advertise for
Maintenance of ITS Infrastructure
Contract No. 001113

Board authorization is requested to advertise for Request for Proposals for maintenance of our ITS infrastructure and system including Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices. The current maintenance contract expires on October 31, 2015, and cannot be renewed.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Corey Quinn, Director of Expressway Operations

# CONSENT AGENDA ITEM

# #10

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: March 30, 2015

RE: Adoption of Revised Debt Policy

CFX's Debt Policy requires a review every two years. As such, PFM, the Financial Advisor to CFX, and staff has reviewed and made recommendations which were presented to the Finance Committee on March 4, 2015.

Attached is a redline version of the policy. The noted recommendations include:

- Changed references from the Orlando-Orange County Expressway Authority to Central Florida Expressway Authority.
- Deleted a variable rate debt reference that is no longer applicable.
- Clarified the policy on the minimum senior lien debt service coverage.

The Finance Committee recommends that the Board approve this policy as presented.

cc: Laura Kelley, Deputy Executive Director, Finance and Administration

**Resolution No. 2015-____.**

# A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING THE DEBT POLICY

**WHEREAS,** the Central Florida Expressway Authority ("CFX") previously adopted a "Debt Policy" on September 26, 2012 establishing the protocol for issuance and management of debt; and

**WHEREAS,** CFX Finance Committee has approved refinements to the Debt Policy regarding variable rate debt and confirming senior lien debt service coverage ratio; and

**WHEREAS,** CFX's governing Board concurs in the revised Debt Policy.

**NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY** as follows:

Section 1. ADOPTION. The current "Debt Policy" shall be amended in accordance with the attached "Debt Policy" attached hereto as Exhibit "A"

Section 2. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

**ADOPTED** this _____ day of April, 2015.

_____
Welton G. Cadwell
Chairman

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Debt Policy

### I. Purpose

The purpose of this ~~Orlando-Orange County~~Central Florida Expressway Authority (~~Authority~~CFX) Debt Policy is to establish guidelines and a framework for the issuance and management of ~~Authority's~~ CFX's debt. ~~The Authority~~CFX is committed to consistent, best practices financial management, including maintaining the financial strength and flexibility of ~~the Authority~~CFX and the full and timely repayment of all financial obligations. ~~The Authority~~CFX will be open to recommendations or ideas for any proposed transaction as well as variations from the following guidelines provided that such variation shall be fully examined in conjunction with ~~the Authority~~CFX's advisors and justified to the Board of ~~the Authority~~CFX.

### II. Capital Budgeting and Debt Issuance Policy

A. ~~The Authority~~CFX has retained the services of a traffic engineer and a general engineering consultant to obtain independent professional advice on the acquisition, construction, operation and management of the system, including assistance on the development of a Five-Year Work Plan and Twenty-Five Year Master Plan. The Five-Year Work Plan is typically reviewed and updated at least annually. The Twenty-Five Year Master Plan is typically updated every five years. ~~The Authority~~CFX has developed and will maintain and update, as appropriate, a comprehensive Capital Planning Model as a tool in developing a financing plan for its Five-Year Work Plan, as well as other additional longer-term capital improvements. The Capital Planning Model incorporates the following elements, in addition to other factors:

1. System revenue projections from ~~the Authority~~CFX's traffic consultant or alternative revenue projection scenarios
2. Existing debt service requirements
3. Projected Five-Year Work Plan funding needs together with estimates to complete projects beyond the five year scope
4. Projected timing of the adopted Five-Year Work Plan projects
5. Estimated additional debt service requirements
6. Estimated investment income

B. Long-term debt will be used to finance essential capital projects and certain equipment where it is cost effective, prudent or otherwise determined to be in the best interest of ~~the Authority~~CFX. Long-term debt, which includes capital lease financings, should not be used to fund ~~the Authority~~CFX's operations. The useful life of the asset or project financed with long-term debt should exceed the payout schedule of any debt issued by ~~the Authority~~CFX to finance such asset.

C. Medium-term or "put" bonds will be used judiciously and only after careful analysis and discussion of the interest rate and rollover risks involved.

~~D.~~ Variable rate debt may be issued in various forms – e.g., bonds, commercial paper,

bank lines. The amount of unhedged variable rate debt generally should not exceed 25% of all outstanding debt of ~~the Authority~~CFX. As a goal, ~~the Authority~~CFX desires its total hedged and unhedged variable rate debt not to exceed 25% of all outstanding long-term debt of ~~the Authority~~CFX. ~~This goal does not require the Authority to refund or refinance any of its existing debt, but shall restrict any additional variable rate debt exposure to the stated goal.~~

D.

## III. Debt Service Coverage Targets and Limits

A. For ~~the Authority~~CFX to issue new bonds on a parity basis, per the Master Resolution, ~~the Authority~~CFX will need to demonstrate that revenues, as defined in the Master Resolution, shall be sufficient to cover the existing and new debt service by 1.20x.

B. ~~For planning purposes, the Authority~~CFX shall maintain a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, staff shall make every effort to plan for a 1.60x senior lien debt service coverage ratio.

## IV. Method of Sale Evaluation

~~The Authority~~CFX will sell long-term debt on a competitive basis unless, based on the advice of the CFO and Financial Advisor, the transaction is better suited for a negotiated sale or direct placement.

A. With the goal of obtaining the lowest cost of capital and completing a successful transaction, for each transaction recommended, the CFO, with advice from the Financial Advisor, will undertake an analysis to determine the recommended method of sale, including competitive, negotiated, or direct placement.

B. The evaluation will take into consideration, among other factors the following considerations as outlined in the Government Finance Officers' Association (GFOA) best practice recommendations:
   1. Expected credit rating of bonds being issued
   2. Strength of revenue stream
   3. Structure of bonds and potential need for extensive explanation to the bond market
   4. Use of insurance or other credit enhancement
   5. Other factors that staff, in consultation with the financial advisor, believes favor the use of one method over the other.

C. The evaluation will be shared with the Finance Committee and a recommendation as to the method of sale will be presented.

D. Should ~~the Authority~~CFX select the use of a negotiated sale, the following guidelines will be followed to increase the likelihood of a successful transaction and fully documents negotiated sale process:

1. Underwriters will be selected through a formal RFP process under ~~the Authority~~CFX's Procurement Policies.
2. ~~The Authority~~CFX's Financial Advisor will advise ~~the Authority~~CFX on all aspects of the sale, including but not limited to structuring, disclosure preparation and bond pricing.
3. Staff and the Financial Advisor will make a recommendation for lead underwriting firm and all participating co-senior and co-manager firms based on:
   a. results of most recent RFP selection
   b. firm's contribution to development of strategies for transaction
   c. demonstrated ability of firm to successfully underwrite similar transaction
   d. previous work assigned to firm under current RFP selection.
4. Staff and the financial advisor shall review the Agreement Among Underwriters and ensure that it governs all transactions during the underwriting period.
5. Staff and the Financial Advisor shall review all orders and allocations to ensure compliance with the distribution rules and shall record the results at the conclusion of the sale.
6. The Financial Advisor shall prepare a post-sale summary and analysis that documents the pricing of the bonds relative to other similar transactions priced at or near the time of ~~the Authority~~CFX's bond sale, and record the true interest cost of the sale and the date of the verbal award. The analysis shall be shared with the Finance Committee.

E. Should a direct placement be recommended, staff and the Financial Advisor shall undertake a competitive process for selecting the placement party to ensure any ~~the Authority~~CFX's objectives are met at the lowest cost of capital. Such process may include a formal RFP or solicitation of pricing indications, as appropriate.

## V. Debt Structure

A. In general, ~~the Authority~~CFX will seek to structure long-term debt so that it provides for level annual payments of principal and interest over the life of each respective issue, after a period of interest only payments and the use of capitalized interest, as appropriate, for the respective issue in order to effectively interface with other existing debt of ~~the Authority~~CFX and within the context of the Five-Year Work Plan and other considerations within this Debt Management Policy. ~~The Authority~~CFX may utilize various debt structures to accomplish its financing goals, including but not limited, to the use of premium bonds, discount bonds, capital appreciation bonds, variable rate and multimodal bonds and capitalized interest, when appropriate in order to achieve the goals provided in this Debt Management Policy.

B. ~~The Authority~~CFX will consider interest rate swap transactions only as they relate to its debt management program and not as an investment instrument. No swap transaction should impair the outstanding uninsured bond rating of ~~the Authority~~CFX. Additionally, no interest rate swap transactions will be considered if it causes ~~the Authority~~CFX to exceed the targets in its Interest Rate Risk Management Policy. (For additional details, see Authority's Interest Rate Risk Management Policy.)

## VI. Call Provisions

A. Call provisions for ~~the Authority~~CFX bond issues shall be made as short as possible consistent with the lowest interest cost to ~~the Authority~~CFX, taking into consideration the option value of such call provisions.

B. When possible, all Authority bonds shall be callable only at par.

## VII. Debt Refunding

~~The Authority~~CFX staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding or refinancing outstanding debt. As a general rule, the present value savings of a particular refunding should equal or exceed 3% of the refunded maturities. For an advance refunding a higher minimum savings threshold should be required, depending on how soon the bonds may be called. However, in order to meet certain restructuring or risk management goals, ~~the Authority~~CFX may elect to lower the present value savings threshold for any individual transaction.

## VIII. Credit Enhancement and Liquidity

Bond insurance, surety policies, letters of credit, liquidity facilities and other credit enhancements or liquidity facilities will be used when it provides economic savings or risk management opportunities for ~~the Authority~~CFX.

## IX. Continuing Disclosure

~~The Authority~~CFX is committed to providing continuing disclosure of financial and pertinent credit information relevant to ~~the Authority~~CFX's outstanding securities, and has and will continue to comply with those provisions of Securities and Exchange Commission (SEC) Rule 15c2-12 concerning primary and secondary market disclosure. ~~The Authority~~CFX has engaged the services of Disclosure Counsel to provide guidance and advice to ~~the Authority~~CFX concerning securities law and disclosure issues.

Additionally, ~~the Authority~~CFX will maintain financial information on its website to provide timely information to the market and public. Such information will include, but not be limited to, comprehensive annual financial reports, monthly cash flow reports, reports on revenue and expenses, transactional information, current official traffic and revenue forecasts and current year budgets. It will be noted that monthly financial information will not be audited and will not be reported on a full accrual basis, but is available to provide timely information to interested parties.

## X. Credit Objectives

A. It is ~~the Authority~~CFX's intent to maintain and improve the credit ratings on its outstanding and proposed bond issues. ~~The Authority~~CFX will maintain long-term debt ratings from at least two of the three major bond rating agencies – Moody's Investors Service, Standard and Poor's Corporation, and Fitch Ratings. ~~The Authority~~CFX may discontinue the use of ratings from any agency which currently rates the debt of ~~the Authority~~CFX if, based on advice from ~~the Authority~~CFX's Financial Advisor and underwriting team, the discontinuance of such rating will not adversely affect the rates that can be achieved in selling ~~the Authority~~CFX's debt without such rating.

B. ~~The Authority~~CFX's CFO will maintain frequent communications with the credit rating agencies that currently assign ratings to ~~the Authority~~CFX's various debt obligations, bank credit providers/lenders, and bond insurers that currently enhance any of ~~the Authority~~CFX's various debt obligations. This effort shall include providing periodic updates on ~~the Authority~~CFX's general financial condition along with coordinating meetings and presentations, as necessary, in conjunction with a new debt issuance.

C. ~~The Authority~~CFX's CFO will develop, in conjunction with the Financial Advisor and Disclosure Counsel, an investor relations program that will be designed to keep present and future investors in ~~the Authority~~CFX's debt fully informed on current developments related to ~~the Authority~~CFX and its long-term debt.

## XI. On-going Reporting Requirements

At least twice each year, the Board shall receive a report on the status its debt. The report shall at a minimum include:

- Amount and percentage of total debt by categories:
  - natural fixed
  - synthetic fixed
  - natural variable
  - synthetic variable
- Current mark-to-market value of all interest rate exchange agreements
- Historical rate performance for all variable rate bonds
- Any changes in ratings for credit enhancers and swap counterparty

~~The Authority~~CFX's CFO, with the assistance of the financial advisor, shall be responsible for analyzing any unsolicited proposals received relative to debt issues, responding to the proposal as appropriate, and recommending to the Finance Committee any action to be taken in a timely manner.

## XII. Policy Review

This policy shall be reviewed at least every two years.

APPROVED AND ADOPTED BY THE BOARD ON _____.

**MINUTES**
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**FINANCE COMMITTEE MEETING**
**March 4, 2015**

---

Committee Members Present:
Edward Bass, Committee Chair, Seminole County
Fred Winterkamp, Orange County
Chris McCullion, City of Orlando
Michael Kurek, Osceola County
Steve Koontz, Lake County

Also Present:
Ruth Valentin Recording Secretary/Office Coordinator
Laura Kelley, Deputy Executive Director of Finance & Administration
Lisa Lumbard, Interim Chief Financial Officer
Joseph Passiatore, General Counsel
Brent Wilder, PFM
Hope Davidson, PFM
Joe Stanton, Broad & Cassel
Steve Zucker, Shutts & Bowen
Sylvia Dunlap, National Minority Consultants
Steve Alexander, PFM
Matt Williams, Bank of America Merrill Lynch
John Martinez, PNC
Todd Morley, Wells Fargo
Tamaa Patterson, Jefferies
Rawn Williams, Jefferies
Manuella de Barros, RBC

## CALL TO ORDER

The meeting was called to order at 2:01 p.m. by Chairman Edward Bass.

## PUBLIC COMMENT

There was no public comment.

## APPROVAL OF MINUTES

**A motion was made by Mr. Winterkamp and seconded by Mr. McCullion to approve the November 5, 2014 Finance Committee minutes as presented. The motion carried unanimously with five members voting AYE by voice vote.**

---

## APPROVAL OF FINANCIAL POLICIES

### Debt Policy

Mrs. Lumbard explained the proposed changes for the Debt Policy:

> Section II. D. Variable rate debt may be issued in various forms - e.g., bonds, commercial paper, bank lines. The amount of unhedged variable rate debt generally should not exceed 25% of all outstanding debt of the Authority. As a goal, the Authority desires its total hedged and unhedged variable rate debt not to exceed 25% of all outstanding longterm debt of the Authority. ~~This goal does not require the Authority to refund or refinance any of its existing debt, but shall restrict any additional variable rate debt exposure to the stated goal.~~
>
> Section III. B. ~~For planning purposes, the~~ The Authority shall maintain a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, staff shall make every effort to plan for a 1.60x senior lien debt service coverage ratio.

**A motion was made by Mr. Kurek and seconded by Mr. McCullion to approve the changes to the Debt Policy as presented. The motion carried unanimously with five members voting AYE by voice vote.**

## INTEREST RATE RISK MANAGEMENT POLICY

Mrs. Lumbard explained the proposed changes for the Interest Rate Risk Management Policy:

> Section III. Exist Strategies - The CFO and the Authority's financial advisors and designated QIR (as defined herein) should constantly monitor market rates, termination values, counterparty credit ratings, and other relevant factors to determine if voluntary termination is warranted. Generally, a voluntary early termination will be warranted if it is economically advantageous and/or if a reduction in the Authority's current or anticipated risk can be accomplished at no cost. The Authority shall seek to maintain sufficient liquidity, including without limitation through balances in the Authority's Swap/ Debt Management Contingency, short term financing capacity, and/or other borrowing capacity, to make any Swap termination payments that may become due, to the extent not paid or payable from other sources.
>
> Section VI. The Swap Dealer/Counterparty ($6^{th}$ bullet point) - The swap dealer/counterparty shall provide its financial statements showing the economic capability of the entity, the amount of its swaps outstanding and credit ratings, all of which shall be acceptable to the Authority. At the time of entering into the Swap transaction, swap dealers/counterparties (or their guarantor) shall ~~either~~ (i) be rated at least AA-/Aa3/ AA- by at least ~~two~~ one of the three nationally recognized credit rating

agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies. Collateral should be required upon a downgrade from the these levels. ~~have a minimum capitalization of $100 million, or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular Swap transaction.~~

**A motion was made by Mr. Koontz and seconded by Mr. McCullion to approve the changes to the Interest Rate Risk Management Policy as presented. The motion carried unanimously with five members voting AYE by voice vote.**

**DIRECTION ON HOW TO GO FORWARD WITH 2008B1-4CREDIT FACILITY REPLACEMENTS**

Mr. Wilder reported on the results of the Request for Recommendations and Pricing Indications for Letters of Credit, Direct Placement Index Floaters or other options relating to the variable rate revenue bonds, Series 2008B1-4 which was distributed on November 21, 2014:

- Responses were due on December 5, 2015
- CFX received 16 responses
  - 2 response proposed both an LOC or a direct placement
  - 5 responses proposed only LOCs
  - 5 responses proposed only direct placements
  - 5 responses proposed only recommended publicly offered alternatives

Mr. Wilder explained the three main options for the Series 2008B-1, B-2, B-3, and B-4 variable rate debt:

- Retain floating rate notes with current facility provider, Wells Fargo, and LOC's with BMO Bank and TD Bank.
  - The "Do Nothing" Option: The FRNs can be kept with Wells Fargo until expiration in March, 2016 and the Series 2008B-2 LOC with TD Bank until expiration in May, 2016.
  - The Series 2008B-1 Bonds LOC with BMO Bank expires 5/10/2015 so must be renewed or replaced now
  - Modification of existing credit facility terms in all credit facilities recommended due to terms of TIFIA loan agreement
- Terminate the associated swaps and issue fixed rate bonds
  - This is not an economical option based on the current market and would produce significant dissaving of approximately 14.0% per swap/sub-series for the Series 2008B1-4 Bonds as of March 2015
- Modify or replace existing LOCs and FRNs to reduce current credit spread and improve terms
  - Based on indications received from the November 21, 2014 solicitation, the Authority may be able to achieve debt service savings for all Series 2008B Bonds.
  - Modification of existing credit facility terms recommended due to terms of TIFIA loan agreement

Staff recommends the third option.

**A motion was made by Mr. Winterkamp and seconded by Mr. McCullion that, in light of recommendations from staff in item number three, initially the finance committee recommends that staff seek a three year Letter of Credit (LOC) with BMO Harris as an extension or restatement of the existing LOC at the rates indicated, but without the terms of acceleration and those other terms that are problematic for the TIFIA loan. In the event that it is accepted that's as far as we go. Failing that, plan B is that the Board seek a 60 or 90 day extension to allow for an opportunity to look at other options. The motion carried unanimously with five members voting AYE by voice vote.**

**A motion was made by Mr. Winterkamp and seconded by Mr. Koontz to direct staff to look at what is the most advantageous combination of a four or five year LOC from TD bank and up to a five year direct purchase from either Barclays, Wells Fargo, or Bank of America to see which of those may be willing to give us the terms that we need and look at which one would do it honoring their indications to result in the lowest cost to the Authority from those individuals and their willingness to adopt these terms that would remove the acceleration and remove the other onerous terms that would impact our TIFIA loan as discussed. The motion carried unanimously with five members voting AYE by voice vote.**

## TIFIA LOAN STATUS

Mrs. Lumbard reported that the commercial closing date for the Bond Anticipation Notes is scheduled for March 25th, 2015 in Washington D.C. The Board will be asked to approve the documents at the next meeting on March 12th, 2015.

Mr. Wilder reported that we are suggesting issuance of the Bond Anticipation Notes in May 2015 with a maturity date of January 1, 2019. We anticipate receiving the funds from on the TIFIA loan in July 2018.

We are trying to schedule rating agency presentations for early April. The committee members are invited to attend.

## REFUNDING OPPORTUNITY MONITORING

Mr. Wilder informed the committee that the 2007A Bonds continue to be the most promising refunding candidate based on current market rates, but does not achieve the threshold that we recommend proceeding with at this time.

## OTHER BUSINESS

Ms. Kelley updated the committee on the subpoena from the Securities and Exchange Commission. We have furnished the documents they requested.

## ADJOURNMENT

**A motion was made by Mr. McCullion and seconded by Mr. Kurek to adjourn the meeting at 3:06 pm. The motion carried unanimously with five members voting AYE by voice vote.**

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 Custodian of Public Records at publicrecords@CFXway.com or 4974 ORL Tower Road, Orlando, FL 32807.

# CONSENT AGENDA ITEM

# #11

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: March 30, 2015

RE: Adoption of Revised Interest Rate Risk Management Policy

CFX's Interest Rate Risk Management Policy requires a review every two years. As such, PFM, the Financial Advisor to CFX, and staff has reviewed and made recommendations which were presented to the Finance Committee on March 4, 2015.

Attached is a redline version of the policy. The noted recommendations include:

- Changed references from the Orlando-Orange County Expressway Authority to Central Florida Expressway Authority.
- Added a sentence clarifying liquidity position to make future swap termination payments.
- Amended the ratings needed by a swap dealer/counterparty.

The Finance Committee recommends that the Board approve this policy as presented.

cc: Laura Kelley, Deputy Executive Director, Finance and Administration

**Resolution No. 2015-____.**

# A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING THE INTEREST RATE RISK MANAGEMENT POLICY

**WHEREAS,** the Central Florida Expressway Authority ("CFX") previously adopted an "Interest Rate Risk Management Policy" on July 24, 2013 establishing the protocol for management of interest rate risk; and

**WHEREAS,** CFX Finance Committee has approved refinements to the Interest Rate Risk Management Policy regarding CFX's liquidity to make swap termination payments and changing the ratings needed by a swap dealer/counterparty; and

**WHEREAS,** CFX's governing Board concurs in the revised Interest Rate Risk Policy.

**NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY** as follows:

Section 1. ADOPTION. The current "Interest Rate Risk Management Policy" shall be amended in accordance with the attached "Interest Rate Risk Management Policy" attached hereto as Exhibit "A"

Section 2. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

**ADOPTED** this _____ day of April, 2015.

_____
Welton G. Cadwell
Chairman

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## Interest Rate Risk Management Policy

The Central Florida ~~Orlando Orange County~~ Expressway Authority (~~the "Authority~~CFX~~"~~) currently has a number of interest rate exchange agreements (Swaps) with a number of counterparties. As used herein, "Swap" shall mean a "swap," as defined in the Section 1a(47) of the Commodity Exchange Act and the U.S. Commodity Futures Trading Commission ("CFTC") Regulations. This policy will govern how the Swaps, together with the associated variable rate demand bonds, will be managed to provide the optimal balance of costs and risk. This policy should be read and interpreted in the context of ~~the Authority~~CFX's Debt Policy.

### I. Goals and Objectives

The overall objective in managing ~~the Authority~~CFX's debt portfolio and interest rate risk is to balance the cost of capital with the management of risk. ~~The Authority~~CFX's risk tolerance is low and therefore, opportunities to cost-effectively reduce existing or potential risks should be constantly evaluated for feasibility.

~~The Authority~~CFX has set a limit of synthetic fixed rate debt at 25% of the total outstanding debt. This goal should be considered as ~~the Authority~~CFX manages its Swap portfolio and its overall debt program. New Swaps will only be considered where the overall exposure to like transactions is not increased beyond the stated limit. New, novated or amended Swaps may also be considered where a reduction in actual or potential risks may be accomplished.

It is also ~~the Authority~~CFX's goal to limit exposure to individual swap dealers/counterparties to no more than 30% of the total notional amount of ~~the Authority~~CFX's active Swap portfolio. Although this requirement shall not require ~~the Authority~~CFX to terminate, novate or amend existing Swaps absent of other risk considerations, it does prohibit new Swaps to be considered if the new Swap would cause ~~the Authority~~CFX's exposure to any individual swap dealer/counterparty to increase beyond 30% of the then existing total notional value of ~~the Authority~~CFX's active Swap portfolio.

### II. Monitoring and Reporting of Existing Transactions

As part of the semi-annual debt report provided to the Board (in accordance with ~~the Authority~~CFX's Debt Policy), the CFO will report the current credit ratings of each swap dealer/counterparty with which it has an existing Swap and the mark-to-market value of each Swap. In addition to reporting the weekly rates on the variable rate bonds in the semi-annual debt report, the CFO will provide the Finance Committee with a quarterly remarketing report and review the results at the next scheduled meeting. As necessary, the CFO, in consultation with ~~the Authority~~CFX's financial advisors, will make recommendations to address any rate dislocation including, but not limited to, changing remarketing agents or credit providers, depending on the underlying cause of the dislocation.

## III. Exit Strategies

The CFO and ~~the Authority~~CFX's financial advisors and designated QIR (as defined herein) should constantly monitor market rates, termination values, counterparty credit ratings, and other relevant factors to determine if voluntary termination is warranted. Generally, a voluntary early termination will be warranted if it is economically advantageous and/or if a reduction in ~~the Authority~~CFX's current or anticipated risk can be accomplished at no cost. CFX shall seek to maintain sufficient liquidity, including without limitation through balances in CFX's Swap/Debt Management Contingency, short term financing capacity, and/or other borrowing capacity, to make any Swap termination payments that may become due, to the extent not paid or payable from other sources.

## IV. Evaluation of Proposed Transactions

While ~~the Authority~~CFX's current goals would exclude contemplation of new derivative products, the replacement of existing Swap transactions with new ones may be the most cost-beneficial method of managing risks. For that reason, this section outlines the process for evaluating and executing new transactions.

### A. Review and Analysis

The proposed use of structured products must comply with all goals and provisions of ~~the Authority~~CFX's existing policies. Each Swap transaction will be evaluated as an alternative to traditional, intermediate, or long-term financing options. Consideration should be given to their comparable cost, ease of entry and exit provisions, and degree of potential risk exposure, quantified to the greatest extent possible. Any proposed Swap transaction must fit into ~~the Authority~~CFX's goals to limit the percentage of variable rate debt and exposure to individual counterparties.

~~The Authority~~CFX's designated QIR will provide independent analysis of any proposed Swap transaction, including an analysis of the relevant benefits and risks of such transaction. ~~The Authority~~CFX's cost of the transaction and any ongoing costs, such as remarketing, credit enhancement and/or liquidity, swap advisors, financial advisors, attorney fees and other necessary costs will be included in the cost/benefit evaluations. A review of provisions required by bond and/or swap insurance providers and the cost/benefit of such insurance will also be included in an evaluation of the Swap transaction.

### B. Legal Analysis

The documentation of the swap shall be in the form of an enforceable written contract. Whenever possible, those contracts shall be transacted using Florida law or, as an alternative New York law with Florida law as to ~~the Authority~~CFX's authority and Orange County Florida as to jurisdiction or venue. Review of compliance with existing law and regulation (including but not limited to the Internal Revenue Code and CFTC Regulations) bond indentures and bond covenants should be completed before implementation of a Swap transaction.

## V. Transaction Management and Execution

Swap transactions will:

- Comply with all applicable outstanding bond resolutions, insurance covenants, and Florida law.
- Contain terms and conditions as set forth in the International Swap and Derivatives Association, Inc. ("ISDA") Master Agreement, Schedules to the Master, Credit Support Annex and confirmation.
- Be a market transaction for which competing good faith market quotations may be obtained and with the advice and recommendation of ~~the Authority~~CFX's designated QIR, and other financial professionals.
- Include a provision for the right to early termination at market under the guidelines of the ISDA Agreement. The transaction should allow for ~~the Authority~~CFX to exercise the right to optionally terminate the agreement, at the then prevailing market value of the Swap.
- Produce material economic or risk management benefit believed to not otherwise be attainable under the currently existing market conditions, or existing conventional debt structures, and improve the flexibility of debt management strategies.
- Not introduce leverage solely for the means of producing economic benefit. Transactions will not be speculative in nature.
- Not unduly impair ~~the Authority~~CFX's utilization of call features on outstanding bonds.
- Employ structures that will attempt to minimize existing risks and do not substantially add new risks, including but not limited to, any additional floating rate basis risk, tax-law risk or credit risk to ~~the Authority~~CFX.
- Not cause the total amount of Swap transactions to exceed the debt management limitations for fixed or floating debt.

## VI. The Swap Dealer/Counterparty

The following criteria will be used when considering swap dealer/counterparties for a Swap transaction:

I. The swap dealer/counterparty must fully disclose all costs. All fees and expenses paid by the swap dealer/counterparty and to designated third parties, will be fully disclosed in writing to ~~the Authority~~CFX.

II. ~~The Authority~~CFX will consider acquiring downgrade protection when possible including collateral or credit support.

III. The assignment of a Swap agreement will not be permitted without the consent of ~~the Authority~~CFX.

IV. ~~The Authority~~CFX will attempt to utilize domestically domiciled swap dealer/counterparties and/or utilize ISDA documentation which employs local currency-single jurisdiction status.

V. The swap dealer/counterparty shall disclose relationships with other third parties which may affect the transaction, such as broker dealers, insurance companies and other swap providers.

VI. The swap dealer/counterparty shall provide its financial statements showing the economic capability of the entity, the amount of its swaps outstanding and credit ratings, all of which shall be acceptable to ~~the Authority~~CFX. At the time of entering into the Swap transaction, swap dealer/counterparties (or their guarantor) shall ~~either~~ (i) be rated at least AA-/ Aa3/

AA- by at least ~~two~~ one of the three nationally recognized credit rating agencies and ~~have a minimum capitalization of $100 million, or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular Swap transaction.~~not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies. Collateral should be required upon a downgrade from these levels.

## VII. Authority's Representations with Respect to Swaps and QIR

Solely for purposes of the rules adopted by the CFTC governing business conduct standards for swap dealers and other parties as they apply to communications regarding Swaps, the Executive Director or CFO may make substantially the following representations in writing on behalf of ~~the Authority~~CFX when requested by the swap dealer/counterparty.

1) ~~The Authority~~CFX will not rely on any "recommendation" (as such term is used in CFTC Regulations §23.434 and §23.440) provided by a swap dealer/ counterparty with respect to a Swap;

2) ~~The Authority~~CFX will rely on advice from a "qualified independent representative" designated by ~~the Authority~~CFX and that it has complied in good faith with written policies and procedures reasonably designed to ensure that it has designated a "qualified independent representative" that satisfies the applicable requirements of CFTC Regulation §23.450(b);

3) ~~The Authority~~CFX will exercise independent judgment in evaluating any "recommendations" made by the swap dealer/counterparty with regard to a Swap; and

4) ~~The Authority~~CFX understands that the swap dealer/counterparty is not expressing any opinion as to whether ~~the Authority~~CFX should enter into or terminate a Swap.

## VIII. Use of Qualified Independent Representative

In compliance with the CFTC Regulations promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended (the "Dodd-Frank Act"), ~~the Authority~~CFX will designate a "qualified independent representative" ("QIR") for all Swap related transactions, including terminations. The QIR must be capable of independently evaluating the risks of the Swap, independently evaluating the fair pricing of the Swap (including termination payments), and of making timely and effective disclosures to ~~the Authority~~CFX (including with regard to material conflicts of interest that could reasonably affect the judgment or decision making or the QIR with respect to its obligations to ~~the Authority~~CFX). The QIR must represent to ~~the Authority~~CFX that:

A. The QIR has sufficient knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for ~~the Authority~~CFX (taking into consideration the written policies of ~~the Authority~~CFX);

B. The QIR is not subject to a statutory or regulatory disqualification or any final

disciplinary action that would prevent it from effectively serving as a representative to ~~the Authority~~CFX in such capacity.

C. The QIR, by accepting such designation by ~~the Authority~~CFX, is undertaking a duty to act in the best interests of ~~the Authority~~CFX;

D. The QIR has written policies and procedures reasonably designed to ensure that it satisfies the applicable requirements of CFTC Regulation §23.450(b)(1);

E. The QIR will exercise independent judgment in evaluating any "recommendations" (as such term is used in CFTC Regulations §23.434 and §23.440) presented to it by the swap dealer/counterparty with regard to a Swap;

F. The QIR is not and, within one year of representing ~~the Authority~~CFX in connection with the Swap has not been, an "associated person," as such term is defined in Section 1a(4) of the Commodity Exchange Act, of the swap dealer/counterparty;

G. There is no "principal relationship" (as that term is defined in CFTC Regulations §23.450(a)(1)) between the QIR and the swap dealer/counterparty;

H. The QIR (a) will provide timely and effective disclosures to ~~the Authority~~CFX of all material conflicts of interest that could reasonably affect the judgment or decision making of the QIR with respect to its obligations to ~~the Authority~~CFX and (b) will comply with policies and procedures reasonably designed to manage and mitigate such material conflicts of interest;

I. The QIR is not directly or indirectly, through one or more persons, controlled by, in control of, or under common control with the swap dealer/counterparty;

J. To the best of the QIR's knowledge, the swap dealer/counterparty did not refer, recommend, or introduce the QIR to ~~the Authority~~CFX within one year of QIR's representation of ~~the Authority~~CFX in connection with the Swap;

K. The QIR is legally obligated to comply with the applicable requirements of CFTC Regulation §23.450(b)(1) by agreement, condition of employment, law, rule, regulation, or other enforceable duty; and

L. The QIR has registered with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor under the Investment Advisers Act of 1940.

The QIR must also agree to promptly notify ~~the Authority~~CFX in writing if any representations made by the QIR referenced above became incorrect or misleading in any material respect. For any representation that would be incorrect or misleading in any material respect if repeated on any date following the date on which the representation was last repeated, the QIR shall timely amend such representation by giving written notice of such amendment to ~~the Authority~~CFX.

The designated QIR must annually reaffirm in writing to ~~the Authority~~CFX by delivery to the CFO on each July 1st the representations outlined in A through L above.

The QIR will be retained by ~~the Authority~~CFX through ~~the Authority~~CFX's implemented procurement procedures (i.e. RFP, RFQ, etc.) using selection criteria that ensure the designated QIR possesses the capabilities necessary to independently evaluate the risks of the Swap, to independently evaluate the fair pricing of the Swap (including termination payments), and to make timely and appropriate disclosures to ~~the Authority~~CFX. The procurement of the QIR may be done in conjunction with ~~the Authority~~CFX's procurement of its financial advisor. If ~~the Authority~~CFX's financial advisor, or its registered commodity trading advisor or investment advisor affiliate, possesses the requisite capabilities and, by written contract, makes the representations set forth above, then ~~the Authority~~CFX may designate its financial advisor, or its registered investment advisor affiliate, as the QIR.

To ensure compliance with the provisions above, ~~the Authority~~CFX will designate the QIR in writing. The QIR must provide evidence of its registration with the CFTC as a commodity trading advisor and/or with the Securities Exchange Commission as an investment advisor prior to being designated as ~~the Authority~~CFX's QIR. The designation can be done in the context of the financial advisor contract or amendment thereto with the financial advisor or its registered commodity trading advisor or investment advisor affiliate, or in a separate contract with a different firm. Prior to executing a Swap transaction, termination or novation, ~~the Authority~~CFX will obtain from the designated QIR the written representations outlined in A through L above. If the designated QIR is unable to provide such representations in a timely manner, ~~the Authority~~CFX may utilize an expedited quote process to select a new designated QIR to facilitate a time and market sensitive transaction. The CFO will monitor the performance of the designated QIR and that the designated QIR demonstrates on each transaction that (1) it has the knowledge and expertise to independently evaluate the Swap, the risks of the Swap, the fair pricing of the Swap (including termination payments) and the appropriateness of the Swap for ~~the Authority~~CFX, (2) it is independent of the swap dealer/counterparty, (3) it is acting in the best interest of ~~the Authority~~CFX and (4) it makes timely and appropriate disclosures to ~~the Authority~~CFX, when applicable.

## IX. Transaction Pricing

When procuring financial derivative products, every effort shall be made to ensure competitive pricing. The complexity of circumstances surrounding transactions and meeting goals to limit exposure to individual counterparties may be valid reasons to negotiate a particular derivative product transaction. The CFO, upon the advice of the financial advisor, will make a recommendation to the Finance Committee as to the method of pricing and counterparty selection. The financial advisor will evaluate prices and rates to ensure transactions are at or below market. Similarly, ~~the Authority~~CFX will make every effort to competitively price swap unwind transactions. The CFO, upon the advice of the financial advisor will make a recommendation as to the method of selecting counterparties for unwinding swaps when not selecting all swaps in a series. Offers from counterparties to unwind transactions below market is an example of a reason to negotiate with specific counterparties.

## X. Policy Review

This policy shall be reviewed on a bi-annual basis.

APPROVED AND ADOPTED BY THE BOARD ON _____.

**MINUTES**
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**FINANCE COMMITTEE MEETING**
**March 4, 2015**

---

Committee Members Present:
Edward Bass, Committee Chair, Seminole County
Fred Winterkamp, Orange County
Chris McCullion, City of Orlando
Michael Kurek, Osceola County
Steve Koontz, Lake County

Also Present:
Ruth Valentin Recording Secretary/Office Coordinator
Laura Kelley, Deputy Executive Director of Finance & Administration
Lisa Lumbard, Interim Chief Financial Officer
Joseph Passiatore, General Counsel
Brent Wilder, PFM
Hope Davidson, PFM
Joe Stanton, Broad & Cassel
Steve Zucker, Shutts & Bowen
Sylvia Dunlap, National Minority Consultants
Steve Alexander, PFM
Matt Williams, Bank of America Merrill Lynch
John Martinez, PNC
Todd Morley, Wells Fargo
Tamaa Patterson, Jefferies
Rawn Williams, Jefferies
Manuella de Barros, RBC

## CALL TO ORDER

The meeting was called to order at 2:01 p.m. by Chairman Edward Bass.

## PUBLIC COMMENT

There was no public comment.

## APPROVAL OF MINUTES

**A motion was made by Mr. Winterkamp and seconded by Mr. McCullion to approve the November 5, 2014 Finance Committee minutes as presented. The motion carried unanimously with five members voting AYE by voice vote.**

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## APPROVAL OF FINANCIAL POLICIES

### Debt Policy

Mrs. Lumbard explained the proposed changes for the Debt Policy:

Section II. D. Variable rate debt may be issued in various forms - e.g., bonds, commercial paper, bank lines. The amount of unhedged variable rate debt generally should not exceed 25% of all outstanding debt of the Authority. As a goal, the Authority desires its total hedged and unhedged variable rate debt not to exceed 25% of all outstanding longterm debt of the Authority. ~~This goal does not require the Authority to refund or refinance any of its existing debt, but shall restrict any additional variable rate debt exposure to the stated goal.~~

Section III. B. ~~For planning purposes, the~~ The Authority shall maintain a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, staff shall make every effort to plan for a 1.60x senior lien debt service coverage ratio.

**A motion was made by Mr. Kurek and seconded by Mr. McCullion to approve the changes to the Debt Policy as presented. The motion carried unanimously with five members voting AYE by voice vote.**

## INTEREST RATE RISK MANAGEMENT POLICY

Mrs. Lumbard explained the proposed changes for the Interest Rate Risk Management Policy:

Section III. Exist Strategies - The CFO and the Authority's financial advisors and designated QIR (as defined herein) should constantly monitor market rates, termination values, counterparty credit ratings, and other relevant factors to determine if voluntary termination is warranted. Generally, a voluntary early termination will be warranted if it is economically advantageous and/or if a reduction in the Authority's current or anticipated risk can be accomplished at no cost. The Authority shall seek to maintain sufficient liquidity, including without limitation through balances in the Authority's Swap/ Debt Management Contingency, short term financing capacity, and/or other borrowing capacity, to make any Swap termination payments that may become due, to the extent not paid or payable from other sources.

Section VI. The Swap Dealer/Counterparty (6th bullet point) - The swap dealer/counterparty shall provide its financial statements showing the economic capability of the entity, the amount of its swaps outstanding and credit ratings, all of which shall be acceptable to the Authority. At the time of entering into the Swap transaction, swap dealers/counterparties (or their guarantor) shall ~~either~~ (i) be rated at least AA-/Aa3/ AA- by at least ~~two~~ one of the three nationally recognized credit rating

agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies. Collateral should be required upon a downgrade from the these levels. ~~have a minimum capitalization of $100 million, or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular Swap transaction.~~

**A motion was made by Mr. Koontz and seconded by Mr. McCullion to approve the changes to the Interest Rate Risk Management Policy as presented. The motion carried unanimously with five members voting AYE by voice vote.**

**DIRECTION ON HOW TO GO FORWARD WITH 2008B1-4CREDIT FACILITY REPLACEMENTS**

Mr. Wilder reported on the results of the Request for Recommendations and Pricing Indications for Letters of Credit, Direct Placement Index Floaters or other options relating to the variable rate revenue bonds, Series 2008B1-4 which was distributed on November 21, 2014:

- Responses were due on December 5, 2015
- CFX received 16 responses
  - 2 response proposed both an LOC or a direct placement
  - 5 responses proposed only LOCs
  - 5 responses proposed only direct placements
  - 5 responses proposed only recommended publicly offered alternatives

Mr. Wilder explained the three main options for the Series 2008B-1, B-2, B-3, and B-4 variable rate debt:

- Retain floating rate notes with current facility provider, Wells Fargo, and LOC's with BMO Bank and TD Bank.
  - The "Do Nothing" Option: The FRNs can be kept with Wells Fargo until expiration in March, 2016 and the Series 2008B-2 LOC with TD Bank until expiration in May, 2016.
  - The Series 2008B-1 Bonds LOC with BMO Bank expires 5/10/2015 so must be renewed or replaced now
  - Modification of existing credit facility terms in all credit facilities recommended due to terms of TIFIA loan agreement
- Terminate the associated swaps and issue fixed rate bonds
  - This is not an economical option based on the current market and would produce significant dissaving of approximately 14.0% per swap/sub-series for the Series 2008B1-4 Bonds as of March 2015
- Modify or replace existing LOCs and FRNs to reduce current credit spread and improve terms
  - Based on indications received from the November 21, 2014 solicitation, the Authority may be able to achieve debt service savings for all Series 2008B Bonds.
  - Modification of existing credit facility terms recommended due to terms of TIFIA loan agreement

Staff recommends the third option.

**A motion was made by Mr. Winterkamp and seconded by Mr. McCullion that, in light of recommendations from staff in item number three, initially the finance committee recommends that staff seek a three year Letter of Credit (LOC) with BMO Harris as an extension or restatement of the existing LOC at the rates indicated, but without the terms of acceleration and those other terms that are problematic for the TIFIA loan. In the event that it is accepted that's as far as we go. Failing that, plan B is that the Board seek a 60 or 90 day extension to allow for an opportunity to look at other options. The motion carried unanimously with five members voting AYE by voice vote.**

**A motion was made by Mr. Winterkamp and seconded by Mr. Koontz to direct staff to look at what is the most advantageous combination of a four or five year LOC from TD bank and up to a five year direct purchase from either Barclays, Wells Fargo, or Bank of America to see which of those may be willing to give us the terms that we need and look at which one would do it honoring their indications to result in the lowest cost to the Authority from those individuals and their willingness to adopt these terms that would remove the acceleration and remove the other onerous terms that would impact our TIFIA loan as discussed. The motion carried unanimously with five members voting AYE by voice vote.**

## TIFIA LOAN STATUS

Mrs. Lumbard reported that the commercial closing date for the Bond Anticipation Notes is scheduled for March 25th, 2015 in Washington D.C. The Board will be asked to approve the documents at the next meeting on March 12th, 2015.

Mr. Wilder reported that we are suggesting issuance of the Bond Anticipation Notes in May 2015 with a maturity date of January 1, 2019. We anticipate receiving the funds from on the TIFIA loan in July 2018.

We are trying to schedule rating agency presentations for early April. The committee members are invited to attend.

## REFUNDING OPPORTUNITY MONITORING

Mr. Wilder informed the committee that the 2007A Bonds continue to be the most promising refunding candidate based on current market rates, but does not achieve the threshold that we recommend proceeding with at this time.

## OTHER BUSINESS

Ms. Kelley updated the committee on the subpoena from the Securities and Exchange Commission. We have furnished the documents they requested.

## ADJOURNMENT

**A motion was made by Mr. McCullion and seconded by Mr. Kurek to adjourn the meeting at 3:06 pm. The motion carried unanimously with five members voting AYE by voice vote.**

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 Custodian of Public Records at publicrecords@CFXway.com or 4974 ORL Tower Road, Orlando, FL 32807.

# CONSENT AGENDA ITEM

# #12

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

FROM: Lisa Lumbard, Interim Chief Financial Officer

DATE: April 1, 2015

RE: Approval to Execute Term Sheet for Direct Purchase with Barclays Bank PLC and the Fifth Supplement to the Ninth Supplemental Revenue Bond Resolution

CFX's four variable rate bonds (2008B-1, 2008B-2, 2008B-3 and 2008B-4) are currently supported by either a Letter of Credit (LOC) or are in the form of a floating rate note placed directly with a bank. The LOC on the Series 2008B-1 Bonds is presently with BMO Harris Bank and expires on May 10, 2015.

A Request for Recommendations and Pricing Indications for Letters of Credit, Direct Placement Index Floaters or other options relating to the Variable Rate Revenue Bonds, Series 2008B1-4 was distributed on November 21, 2014 with responses due December 5, 2014. The responses were discussed at the March 4, 2015 Finance Committee Meeting. The Finance Committee gave staff direction to issue an amendment to the Request for Recommendations and Pricing Indications to see which banks were willing to agree to certain terms compatible with the TIFIA Loan Agreement. To the extent staff received a favorable response to the addendum, the Finance Committee gave direction to proceed with the renewal or replacement of the Series 2008B1 credit facility under the most favorable terms available. Recommendations regarding the 2008B2-4 facilities will be made at the next Finance Committee meeting scheduled for April 29, 2015. Minutes from the March 4, 2015 Finance Committee are attached.

Barclays Bank PLC responded that it would honor the pricing in its original proposal and would agree to the changed terms that were consistent with CFX's objectives with respect to the TIFIA Loan Agreement. Based on a review of all the responses, staff determined that the proposal from Barclays for a 5 year Direct Purchase at a rate of SIFMA plus 55 basis points was the most advantageous for the 2008B1 Bonds. A summary matrix of the responses is attached. The negotiations with Barclays Bank are progressing well and we anticipate being able to execute the Term Loan Agreement in substantially the form attached.

Authorization is requested to permit the Chairman, Deputy Executive Director of Finance and Administration or Interim Chief Financial Officer to approve any final changes and to execute and deliver the attached Term Loan Agreement, the Series 2008B-1 Bond (to evidence the Authority's obligations under the Term Loan Agreement), and to execute and deliver any additional agreements, certificates and documents related to this transaction.

cc: Laura Kelley, Deputy Executive Director of Finance and Administration

**Central FloridaExpressway Authority**
**Request for Proposal: Letter of Credit and/or Direct Placement Index Floaters**

# Central Florida Expressway Authority
## Addendum No. 1 Response Matrix

| | | Letter of Credit | | | | Direct Purchase | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Addendum 1 Response | 2-Year LOC | 3-Year LOC | 4-Year LOC | 5-Year LOC | 3-Year | 4-Year | 5-Year | 6-Year | 7-Year | 10-Year |
| RBC ($120MM) | Agreed to Terms of Addendum 1 | | 48 bps | 55 bps | | SIFMA + 58 bps | SIFMA + 65 bps | | | | |
| Mizuho & SunTrust ($250MM) | Yes - Subject to further Legal review. | 40 bps | 53 bps | 65.5 bps | 78.5 bps | | | | | | |
| Barclays ($150MM) | Agreed to Terms of Addendum 1 | | | | | | | SIFMA + 55 bps | SIFMA + 62.5 bps | SIFMA + 67.5 bps | |
| Wells Fargo ($250MM) | "Would like the opportunity to discuss the importance of a covenant cross-default provision" | | | | | SIFMA + 47.5 bps | | SIFMA + 57.5 bps | | | |
| TD Bank ($120MM) | Longer Termout Option Available | | 39 bps | 43 bps | 48 bps | | | | | 70% * (1-Mo LIBOR) + 77 bps | 70% * (1-Mo LIBOR) + 93 bps |
| Northern Trust ($50MM) | Credit Approval Pending | 50 bps | 55 bps | | | | | | | | |
| BMO Harris ($130MM) | No Response | | 42 bps | 50 bps | | | | | | | |
| BTMU ($130MM) | No Response | | 42.5 bps | 50 bps | 57.5 bps | | | | | | |
| SMBC ($150MM) | No Response | | 58 bps | | | | | | | | |
| BAML ($218MM) | No Response | | | | | SIFMA + 46 bps | SIFMA + 58 bps | SIFMA + 73 bps | | SIFMA + 93 bps ($150MM) | |
| PNC ($100MM) | No Response | | | | | SIFMA + 115 bps | | SIFMA + 146 bps | | SIFMA + 183 bps | |
| Public FRN | N/A | | | | | SIMFA + 45 bps | SIMFA + 55 bps | SIMFA + 65 bps | | | |

**MINUTES**
**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
**FINANCE COMMITTEE MEETING**
**March 4, 2015**

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Committee Members Present:
Edward Bass, Committee Chair, Seminole County
Fred Winterkamp, Orange County
Chris McCullion, City of Orlando
Michael Kurek, Osceola County
Steve Koontz, Lake County

Also Present:
Ruth Valentin Recording Secretary/Office Coordinator
Laura Kelley, Deputy Executive Director of Finance & Administration
Lisa Lumbard, Interim Chief Financial Officer
Joseph Passiatore, General Counsel
Brent Wilder, PFM
Hope Davidson, PFM
Joe Stanton, Broad & Cassel
Steve Zucker, Shutts & Bowen
Sylvia Dunlap, National Minority Consultants
Steve Alexander, PFM
Matt Williams, Bank of America Merrill Lynch
John Martinez, PNC
Todd Morley, Wells Fargo
Tamaa Patterson, Jefferies
Rawn Williams, Jefferies
Manuella de Barros, RBC

## CALL TO ORDER

The meeting was called to order at 2:01 p.m. by Chairman Edward Bass.

## PUBLIC COMMENT

There was no public comment.

## APPROVAL OF MINUTES

**A motion was made by Mr. Winterkamp and seconded by Mr. McCullion to approve the November 5, 2014 Finance Committee minutes as presented. The motion carried unanimously with five members voting AYE by voice vote.**

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## APPROVAL OF FINANCIAL POLICIES

### Debt Policy

Mrs. Lumbard explained the proposed changes for the Debt Policy:

Section II. D. Variable rate debt may be issued in various forms - e.g., bonds, commercial paper, bank lines. The amount of unhedged variable rate debt generally should not exceed 25% of all outstanding debt of the Authority. As a goal, the Authority desires its total hedged and unhedged variable rate debt not to exceed 25% of all outstanding longterm debt of the Authority. ~~This goal does not require the Authority to refund or refinance any of its existing debt, but shall restrict any additional variable rate debt exposure to the stated goal.~~

Section III. B. ~~For planning purposes, the~~ The Authority shall maintain a minimum senior lien debt service coverage ratio of at least 1.45x on the existing and planned debt issues. For planning purposes, staff shall make every effort to plan for a 1.60x senior lien debt service coverage ratio.

**A motion was made by Mr. Kurek and seconded by Mr. McCullion to approve the changes to the Debt Policy as presented. The motion carried unanimously with five members voting AYE by voice vote.**

## INTEREST RATE RISK MANAGEMENT POLICY

Mrs. Lumbard explained the proposed changes for the Interest Rate Risk Management Policy:

Section III. Exist Strategies - The CFO and the Authority's financial advisors and designated QIR (as defined herein) should constantly monitor market rates, termination values, counterparty credit ratings, and other relevant factors to determine if voluntary termination is warranted. Generally, a voluntary early termination will be warranted if it is economically advantageous and/or if a reduction in the Authority's current or anticipated risk can be accomplished at no cost. The Authority shall seek to maintain sufficient liquidity, including without limitation through balances in the Authority's Swap/ Debt Management Contingency, short term financing capacity, and/or other borrowing capacity, to make any Swap termination payments that may become due, to the extent not paid or payable from other sources.

Section VI. The Swap Dealer/Counterparty (6th bullet point) - The swap dealer/counterparty shall provide its financial statements showing the economic capability of the entity, the amount of its swaps outstanding and credit ratings, all of which shall be acceptable to the Authority. At the time of entering into the Swap transaction, swap dealers/counterparties (or their guarantor) shall ~~either~~ (i) be rated at least AA-/Aa3/ AA- by at least ~~two~~ one of the three nationally recognized credit rating

agencies and not be rated lower than A/A2/A by any of the three nationally recognized credit rating agencies. Collateral should be required upon a downgrade from the these levels. ~~have a minimum capitalization of $100 million, or (ii) alternatively, post suitable and adequate collateral, given the undertaking involved with the particular Swap transaction.~~

**A motion was made by Mr. Koontz and seconded by Mr. McCullion to approve the changes to the Interest Rate Risk Management Policy as presented. The motion carried unanimously with five members voting AYE by voice vote.**

**DIRECTION ON HOW TO GO FORWARD WITH 2008B1-4CREDIT FACILITY REPLACEMENTS**

Mr. Wilder reported on the results of the Request for Recommendations and Pricing Indications for Letters of Credit, Direct Placement Index Floaters or other options relating to the variable rate revenue bonds, Series 2008B1-4 which was distributed on November 21, 2014:

- Responses were due on December 5, 2015
- CFX received 16 responses
  - 2 response proposed both an LOC or a direct placement
  - 5 responses proposed only LOCs
  - 5 responses proposed only direct placements
  - 5 responses proposed only recommended publicly offered alternatives

Mr. Wilder explained the three main options for the Series 2008B-1, B-2, B-3, and B-4 variable rate debt:

- Retain floating rate notes with current facility provider, Wells Fargo, and LOC's with BMO Bank and TD Bank.
  - The "Do Nothing" Option: The FRNs can be kept with Wells Fargo until expiration in March, 2016 and the Series 2008B-2 LOC with TD Bank until expiration in May, 2016.
  - The Series 2008B-1 Bonds LOC with BMO Bank expires 5/10/2015 so must be renewed or replaced now
  - Modification of existing credit facility terms in all credit facilities recommended due to terms of TIFIA loan agreement
- Terminate the associated swaps and issue fixed rate bonds
  - This is not an economical option based on the current market and would produce significant dissaving of approximately 14.0% per swap/sub-series for the Series 2008B1-4 Bonds as of March 2015
- Modify or replace existing LOCs and FRNs to reduce current credit spread and improve terms
  - Based on indications received from the November 21, 2014 solicitation, the Authority may be able to achieve debt service savings for all Series 2008B Bonds.
  - Modification of existing credit facility terms recommended due to terms of TIFIA loan agreement

Staff recommends the third option.

**A motion was made by Mr. Winterkamp and seconded by Mr. McCullion that, in light of recommendations from staff in item number three, initially the finance committee recommends that staff seek a three year Letter of Credit (LOC) with BMO Harris as an extension or restatement of the existing LOC at the rates indicated, but without the terms of acceleration and those other terms that are problematic for the TIFIA loan. In the event that it is accepted that's as far as we go. Failing that, plan B is that the Board seek a 60 or 90 day extension to allow for an opportunity to look at other options. The motion carried unanimously with five members voting AYE by voice vote.**

**A motion was made by Mr. Winterkamp and seconded by Mr. Koontz to direct staff to look at what is the most advantageous combination of a four or five year LOC from TD bank and up to a five year direct purchase from either Barclays, Wells Fargo, or Bank of America to see which of those may be willing to give us the terms that we need and look at which one would do it honoring their indications to result in the lowest cost to the Authority from those individuals and their willingness to adopt these terms that would remove the acceleration and remove the other onerous terms that would impact our TIFIA loan as discussed. The motion carried unanimously with five members voting AYE by voice vote.**

## TIFIA LOAN STATUS

Mrs. Lumbard reported that the commercial closing date for the Bond Anticipation Notes is scheduled for March 25th, 2015 in Washington D.C. The Board will be asked to approve the documents at the next meeting on March 12th, 2015.

Mr. Wilder reported that we are suggesting issuance of the Bond Anticipation Notes in May 2015 with a maturity date of January 1, 2019. We anticipate receiving the funds from on the TIFIA loan in July 2018.

We are trying to schedule rating agency presentations for early April. The committee members are invited to attend.

## REFUNDING OPPORTUNITY MONITORING

Mr. Wilder informed the committee that the 2007A Bonds continue to be the most promising refunding candidate based on current market rates, but does not achieve the threshold that we recommend proceeding with at this time.

## OTHER BUSINESS

Ms. Kelley updated the committee on the subpoena from the Securities and Exchange Commission. We have furnished the documents they requested.

## ADJOURNMENT

**A motion was made by Mr. McCullion and seconded by Mr. Kurek to adjourn the meeting at 3:06 pm. The motion carried unanimously with five members voting AYE by voice vote.**

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 Custodian of Public Records at publicrecords@CFXway.com or 4974 ORL Tower Road, Orlando, FL 32807.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

Fifth Supplement to Ninth Supplemental Revenue Bond
Resolution Authorizing the Issuance of
Variable Rate Refunding Revenue Bonds,
Series 2008B

*Relating to Series 2008B, Subseries B-1*

Dated as of April 9, 2015

# FIFTH SUPPLEMENT TO NINTH SUPPLEMENTAL REVENUE BOND RESOLUTION

A FIFTH SUPPLEMENT TO AMEND THE NINTH SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY REGARDING THE ISSUANCE OF NOT TO EXCEED $499,105,000 VARIABLE RATE REFUNDING REVENUE BONDS, SERIES 2008B, CONSISTING OF ONE OR MORE SUBSERIES, TO AMEND THE PROVISIONS OF SUCH SUPPLEMENTAL RESOLUTION REGARDING THE SERIES 2008B, SUBSERIES B-1 BONDS TO PERMIT A NEW MODE CALLED A BANK RATE MODE; PROVIDING FOR SPECIFIC TERMS AND CONDITIONS OF THE SERIES 2008B, SUBSERIES B-1 BONDS WHILE IN SUCH MODE; APPROVING THE FORM OR FORMS OF THE ASSOCIATED BANK RATE AGREEMENTS AND AUTHORIZING EXECUTION THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THE EFFECT OF AND AN EFFECTIVE DATE FOR THIS RESOLUTION.

**WHEREAS**, on February 3, 2003, the Central Florida Expressway Authority (the "Authority") adopted that certain Amended and Restated Master Bond Resolution Authorizing Central Florida Expressway Authority Revenue Bonds (the "Master Bond Resolution"); and

**WHEREAS**, the Authority adopted the Ninth Supplemental Revenue Bond Resolution (the "Ninth Supplemental Resolution,") on March 26, 2008 (with certain changes ratified and approved on April 23, 3008), authorizing the issuance of its Variable Rate Refunding Revenue Bonds, Series 2008B, consisting of one or more Subseries (the "2008B Bonds"), including without limitation those certain Subseries B-1 Bonds (the "2008B-1 Bonds"); and

**WHEREAS,** in order to manage its exposure to the risks associated with variable rate debt, and after thorough analysis, the Authority has determined that it is in the best interest of the Authority to supplement the Ninth Supplemental Resolution with respect to the 2008B-1 Bonds to provide for a new mode called a "Bank Rate Mode" pursuant to which the 2008B-1 Bonds are directly purchased by one or more financial institutions in accordance with the terms and conditions set forth in an agreement between the Authority and a financial institution with respect to such purchase; and

**WHEREAS,** the Ninth Supplemental Resolution provides that each subseries of the 2008B Bonds shall constitute a Series of Bonds for the purposes of the Master Bond Resolution, with the effect that the Ninth Supplemental Resolution shall be deemed to constitute separate but identical supplemental resolutions of the Authority with respect to each subseries of the 2008B Bonds; and

**WHEREAS**, the proposed amendments to the Ninth Supplemental Resolution set forth in this Fifth Supplement shall be deemed to solely apply to the 2008B-1 Bonds;

**NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:**

## ARTICLE I

## AUTHORITY; RECITALS

SECTION 1.1 Authority for Resolution. This Resolution is adopted and implemented pursuant to the authority of the Central Florida Expressway Authority Law, 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 Bond Resolution.

SECTION 1.2 Recitals. The recitals set forth above are hereby incorporated into the body of this Fifth Supplemental Resolution as if set forth herein.

## ARTICLE II

## AMENDMENTS TO NINTH SUPPLEMENTAL RESOLUTION

SECTION 2.1 Amendment to Section 1.02 of the Ninth Supplemental Resolution. Section 1.02 of the Ninth Supplemental Resolution entitled "Definitions" is hereby amended to add or amend the following capitalized terms:

(1) **"Authorized Denominations"** means with respect to the 2008B Bonds or one or more subseries thereof (i) in a Commercial Paper Mode, Daily Mode or Weekly Mode, $100,000 and any integral multiple of $5,000 in excess thereof, (ii) in a Bank Rate Mode, the denomination specified in the Bank Rate Agreement and if no such denomination is specified, the denomination set forth in (i) above; and (iii) in a Term Rate Mode or Fixed Rate Mode, $5,000 and any integral multiple thereof, provided, however, that if as a result of the change in the Mode of the 2008B Bonds from a Term Rate Mode to a Bank Rate Mode, Commercial Paper Mode, Daily Mode or Weekly Mode, it is not possible to deliver the 2008B Bonds or one or more subseries thereof required or permitted to be Outstanding in a denomination permitted above, the 2008B Bonds or one or more subseries thereof may be delivered, to the extent necessary, in different denominations.

(2) **"Bank Rate"** means, with respect to any Bank Rate Bond, the interest rate applicable to such Bank Rate Bond as determined pursuant to the terms of the applicable Bank Rate Agreement.

(3) **"Bank Rate Agreement"** means any one or more agreements entered into by and between the Authority and one or more financial institutions pursuant to which each such financial institution agrees to directly purchase one or more subseries of the 2008B Bonds. Initially, the Bank Rate Agreement shall mean the respective agreement attached hereto as Exhibit "A" with respect to the 2008B Bonds, Subseries B-

1. The initial Bank Rate Agreements may be replaced with one or more Bank Rate Agreements with the then existing or new financial institutions for additional Interest Periods.

(4) **"Bank Rate Bond"** means the 2008B-1 Bonds while in a Bank Rate Mode.

(5) **"Bank Rate Mode"** means the Mode during which the 2008B-1 Bonds bear interest at a Bank Rate.

(6) **"Interest Payment Date"** means the following dates upon which interest is payable on the 2008B-1 Bonds (or one or more subseries thereof):

(a) any Principal Payment Date or Mode Change Date;

(b) with respect to a Commercial Paper Rate Bond, the Business Day following the last day of the Interest Period therefor;

(c) with respect to the Daily Mode and the Weekly Mode, the first Business Day of each calendar month;

(d) with respect to the Term Rate Mode, each July 1 and January 1 prior to the Purchase Date and the Purchase Date;

(e) with respect to the Fixed Rate Mode, each July 1 and January 1 prior to the Maturity Date and the Maturity Date, provided that the Interest Payment Dates for the Fixed Rate Mode may be changed in connection with the conversion to such Mode upon receipt of a Favorable Opinion of Bond Counsel;

(f) with respect to the Bank Rate Mode, the interest payment dates applicable to Bank Rate Bonds as specified in the applicable Bank Rate Agreement; and

(g) with respect to Purchased Bonds, the respective dates provided in each Bond Credit Facility Agreement.

(7) **"Interest Period"** means the period of time that any interest rate on the 2008B-1 Bonds (or one or more subseries thereof) remains in effect, which period:

(a) with respect to a Commercial Paper Rate Bond, shall be the period established by the Remarketing Agent pursuant to Section 4.04 hereof;

(b) with respect to 2008B-1 Bonds in the Daily Mode, shall be the period from and including a Business Day to but excluding the next Business Day;

(c) with respect to 2008B-1 Bonds in the Weekly Mode and Purchased Bonds, shall be the periods from and including the Closing Date (if initially issued in the Weekly Mode) or the Mode Change Date that they began to bear interest at the Weekly Rate to

and including the following Wednesday, and thereafter, commencing on each Thursday to and including Wednesday of the following week;

(d) with respect to 2008B-1 Bonds in the Term Rate Mode, shall be the period from the Mode Change Date to and including the date selected by the Authority before the Mode Change Date as the last day upon which an interest rate determined by the Remarketing Agent pursuant to Section 4.07 hereof shall be in effect, and thereafter, shall be the period beginning on the day after the end of the prior Interest Period and ending on the date selected by the Authority before the end of such prior Interest Period as the last day upon which an interest rate determined by the Remarketing Agent pursuant to Section 4.07 hereof shall be in effect; provided, that no Interest Period shall extend beyond the day preceding any Mandatory Purchase Date or the Maturity Date; and, provided further, that such Interest Period shall be at least six (6) months or a multiple of six (6) months;

(e) with respect to 2008B-1 Bonds in the Fixed Rate Mode, shall be the period from and including the Mode Change Date to and including the earlier of the Maturity Date or the date such 2008B-1 Bonds are redeemed or purchased in lieu thereof; and

(f) with respect to 2008B-1 Bonds in the Bank Rate Mode, shall be the interest period specified in the applicable Bank Rate Agreement.

(8) "**Mandatory Purchase Date**" means (i) the Purchase Date of 2008B-1 Bonds (or one or more subseries thereof) in the Bank Rate Mode, Commercial Paper Mode or the Term Rate Mode, (ii) any Mode Change Date, (iii) any Substitution Date, (iv) any Expiration Tender Date, and (v) the second Business Day following the receipt by the Tender Agent and Paying Agent of a notice of an event of default under the applicable Bond Credit Facility Agreement for a subseries of the 2008B-1 Bonds as set forth in Section 6.05 B. hereof.

(9) "**Mode**" means the Bank Rate Mode, the Commercial Paper Mode, the Daily Mode, the Fixed Rate Mode, the Term Rate Mode, or the Weekly Mode. Each subseries of the 2008B-1 Bonds shall initially be issued in the Weekly Mode, provided however, that one or more subseries of the 2008B-1 Bonds may thereafter bear interest at different Modes, subject to compliance with the provisions of this Resolution.

(10) "**Notice Parties**" means the Authority, the Trustee, the Paying Agent, the Remarketing Agent, the Tender Agent, the Rating Agencies, and the Bond Credit Facility Issuer. The Notice Parties for 2008B-1 Bonds in the Bank Rate Mode shall be those parties specified in the Bank Rate Agreement.

(11) "**Purchase Date**" means with respect to any 2008B Bond (or one or more subseries thereof): (i) in the Commercial Paper Mode, the Fixed Rate Mode, or the Term Rate Mode (for one or more subseries of the 2008B-1 Bonds described in Section 6.04 hereof), the Business Day after the last day of the Interest Period applicable thereto, (ii) during the Daily Mode or Weekly Mode, any Business Day upon which such

one or more subseries of the 2008B-1 Bonds is tendered or deemed tendered for purchase pursuant to Section 6.01 hereof; and (iii) during the Bank Rate Mode, the Business Day, if any, specified in the Bank Rate Agreement upon which the 2008B-1 Bonds are subject to purchase. Initially, the Purchase Date of the 2008B-1 Bonds in the Bank Mode shall mean the "Mandatory Repayment Date" specified in the Bank Rate Agreement.

(12) "**Purchase Price**" means, with respect to any one or more subseries of the 2008B-1 Bonds, 100% of the principal amount thereof plus accrued interest, if any, to and including the date of such purchase, provided however, that such term shall not include premium in the case of 2008B-1 Bonds subject to mandatory tender for purchase on a date when such 2008B-1 Bonds are also subject to optional redemption at a premium due and owing on such 2008B-1 Bonds. In the case of 2008B-1 Bonds in the Bank Rate Mode, "Purchase Price" shall mean the amount specified in the Bank Rate Agreement, including without limitation and if applicable, the prepayment fee specified in Section 2.12 of the Bank Rate Agreement.

(13) "**Rate Determination Date**" means any date on which the interest rate on any one or more subseries of the 2008B-1 Bonds is required to be determined, being: (i) in the case of any Commercial Paper Rate Bond, the first day of each Interest Period; (ii) in the case of 2008B-1 Bonds in the Daily Mode, each Business Day; (iii) in the case of 2008B-1 Bonds in the Weekly Mode, for any Interest Period commencing on any Mode Change Date, the Business Day immediately preceding the respective Mode Change Date, and for other Interest Periods thereafter, each Wednesday or, if such Wednesday is not a Business Day, the Business Day next preceding such Wednesday; (iv) in the case of 2008B-1 Bonds in the Bank Rate Mode, the date or dates specified in the Bank Rate Agreement; and (v) in the case of 2008B-1 Bonds to be, or continue to be, in the Term Rate Mode or Fixed Rate Mode, a Business Day prior to the first day of an Interest Period.

(14) "**Record Date**" means, with respect to 2008B-1 Bonds (or one or more subseries thereof) (i) in a Commercial Paper Mode, the day (whether or not a Business Day) next preceding each Interest Payment Date, and (ii) in the Bank Rate Mode, Daily Mode or the Weekly Mode, the opening of business on the Business Day next preceding an Interest Payment Date and (iii) in the Term Rate Mode or the Fixed Rate Mode, the 15th day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

SECTION 2.2 Amendment to Section 4.03.A. of the Ninth Supplemental Resolution. Section 4.03.A. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

A. Accrued and unpaid interest on each subseries of the 2008B-1 Bonds shall be due on the Interest Payment Dates and payable (i) in the case of 2008B-1 Bonds in a Commercial Paper Mode, the Daily Mode or the Weekly Mode, by wire transfer of immediately available funds to the account specified by the owner in a written direction

received by the Paying Agent on or prior to a Record Date or, if no such account number is furnished, by check mailed by the Paying Agent to the owner at the address appearing on the books required to be kept by the Paying Agent, (ii) in the case of the 2008B-1 Bonds in Bank Rate Mode, in accordance with the provisions of the Bank Rate Agreement, and (iii) in the case of 2008B-1 Bonds in the Term Rate Mode and Fixed Rate Mode, by check or draft mailed by the Paying Agent to the owner at the address appearing on the applicable Record Date in the books required to be kept by the Paying Agent, except that in the case of an owner of $1,000,000 or more in aggregate principal amount of 2008B-1 Bonds, upon the written request of such owner to the Paying Agent, received on or prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest when due shall be made by wire transfer of immediately available funds. Any such direction or request shall remain in effect until revoked or revised by such owner by an instrument in writing delivered to the Paying Agent. The principal and the redemption price on each subseries of the 2008B Bond shall be payable on its Principal Payment Date, upon surrender thereof at the corporate trust operations office in Jacksonville, Florida, or at the corporate trust agency in New York, New York of Wells Fargo Bank, National Association or its successors or assigns, at the option of the owner, and such banking institution is hereby appointed as Paying Agent and Tender Agent for the 2008B-1 Bonds. Except with respect to Bank Rate Bonds, payment of the Purchase Price of each subseries of the 2008B-1 Bonds on any Purchase Date or Mandatory Purchase Date, as the case may be, shall be made by wire transfer in immediately available funds by the Tender Agent, or, if the owner has not provided wire transfer instructions, by check mailed to the owner at the address appearing in the books kept by the Paying Agent. The Purchase Price of Bank Rate Bonds shall be paid in accordance with the terms and conditions of the applicable Bank Rate Agreement.

SECTION 2.3 Amendment to Section 4.03.C. of the Ninth Supplemental Resolution. Section 4.03.C. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

C. Interest on each subseries of the 2008B-1 Bonds that are issued in the Commercial Paper Mode, the Daily Mode or Weekly Mode shall be calculated on the basis of a 365/366-day year for the actual number of days elapsed to the Interest Payment Date. Interest on subseries of the 2008B-1 Bonds in the Term Rate Mode or Fixed Rate Mode shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Interest on each subseries of the 2008B-1 Bonds that are issued in the Bank Rate Mode shall be calculated in accordance with the applicable Bank Rate Agreement.

SECTION 2.4 Amendment to Add Section 4.07A. to the Ninth Supplemental Resolution. Section 4.07A. of the Ninth Supplemental Resolution is hereby added as follows:

SECTION 4.07A. Determination of Interest Rate and Interest Period During the Bank Rate Mode. The interest rate for Bank Rate Bonds for each Interest Period shall be the rate of interest specified in the applicable Bank Rate Agreement.

SECTION 2.5 Amendment to Section 4.10.B. of the Ninth Supplemental Resolution. Section 4.10.B. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

B. Notice of Intention to Change Mode. The Authority shall give written notice to the Notice Parties of its intention to effect a change in the Mode for one or more subseries of the 2008B-1 Bonds from the Mode then prevailing (the "Current Mode") to another Mode (the "New Mode") specified in such written notice, specifying the subseries subject to the change in Mode, together with the proposed Mode Change Date. Such notice shall be given at least 20 days prior to the Mode Change Date if the Current Mode is the Bank Rate Mode, the Daily Mode, the Weekly Mode or the Commercial Paper Mode; such notice shall be given at least 35 days prior to the Mode Change Date if the Current Mode is the Term Rate Mode or the Fixed Rate Mode for 2008B-1 Bonds described in Section 6.04 hereof.

SECTION 2.6 Amendment to Section 4.10.C. of the Ninth Supplemental Resolution. Section 4.10.C. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

C. General Provisions Applying to Changes from One Mode to Another.

(i) The Mode Change Date must be a Business Day.

(ii) Additionally, the Mode Change Date:

(a) from the Commercial Paper Mode shall be the last Purchase Date for the Commercial Paper Rate Bonds with respect to which a Mode change is to be made;

(b) from a Term Rate Mode shall be the Purchase Date of the current Interest Period;

(c) from a Fixed Rate Mode pursuant to Section 6.04 hereof shall be the Purchase Date of the current Interest Period; and

(d) from a Bank Rate Mode shall be the Purchase Date specified in the applicable Bank Rate Agreement.

(iii) On or prior to the date the Authority provides the notice to the Notice Parties pursuant to Section 4.10(B) hereof, the Authority shall deliver to the Notice Parties a Counsel's Opinion to the effect that it expects to be able to deliver a Favorable Opinion of Bond Counsel on the Mode Change Date to the extent that such opinion is required pursuant to this Resolution.

(iv) No change in Mode will become effective unless all conditions precedent thereto have been met and the following items shall have been delivered to the Trustee, the Paying Agent and the Remarketing Agent two (2) Business Days prior to the Mode Change Date, or such later time as is acceptable to the Authority, the Paying Agent and the Remarketing Agent, on the Mode Change Date:

(a) Except in the case of a change in Mode pursuant to Section 4.07(C) or Section 4.10(C)(vi) hereof, a Favorable Opinion of Bond Counsel dated the Mode Change Date; and

(b) With respect to a change in the Mode to the Daily Rate Mode, Weekly Rate Mode, Commercial Paper Rate Mode or Term Rate Mode (other than a change in Mode between the Daily Rate Mode and the Weekly Rate Mode or the Weekly Rate Mode and the Daily Rate Mode), a Bond Credit Facility with the necessary Bond Credit Facility Amount for such New Mode.

(c) With respect to a change in Mode that requires a new Bond Credit Facility (or an amendment to an existing Bond Credit Facility), the receipt from each Rating Agency of a confirmation of the ratings assigned to the 2008B-1 Bonds upon the delivery of such new Bond Credit Facility (or amendment to such existing Bond Credit Facility).

(v) If all conditions to the Mode Change are met, the Interest Period(s) for the New Mode shall commence on the Mode Change Date and the Interest Rate(s) (together, in the case of a change to the Commercial Paper Mode, with the Interest Period(s)) shall be determined by the Remarketing Agent in the manner provided in Sections 4.04, 4.05, 4.06, 4.07 hereof, as applicable. The Interest Rate and Interest Period with respect to Bank Rate Bonds shall be determined as provided in Section 4.07A hereof.

(vi) With respect to any change in the Mode, in the event the foregoing conditions of this Section 4.10(C) have not been satisfied by the Mode Change Date, the New Mode shall not take effect and the 2008B-1 Bonds or subseries thereof that are the subject of the Mode Change Notice will be changed to Weekly Rate Bonds on the Mode Change Date; provided, however, that, if the 2008B-1 Bonds or subseries thereof subject to the Mode Change Notice are Term Rate Bonds or Bank Rate Bonds that are not supported by a Bond Credit Facility, then: (a) such Term Rate Bonds shall continue in the Term Rate Mode for the same duration on such Mode Change Date, and (b) such Bank Rate Bonds shall remain in the Bank Rate Mode and shall be subject to the terms and conditions of the applicable Bank Rate Agreement.

SECTION 2.7 Amendment to Section 4.10.F. of the Ninth Supplemental Resolution. Section 4.10.F. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

F. Mandatory Conversion to Bank Rate Mode, Fixed Rate Mode or a Term Rate Mode. The Authority covenants to take such steps as are required under this Resolution to, as soon as reasonably possible, change the Mode on one or more subseries of the 2008B-1 Bonds to a Bank Rate Mode, a Fixed Rate Mode or a Term Rate Mode that does not require a Bond Credit Facility upon the occurrence of the following events:

(1) upon the Bond Credit Facility Issuer's failure to transfer amounts available under the Bond Credit Facility to pay the Purchase Price of one or more subseries of the 2008B-1 Bonds following proper notice by the Tender Agent; or

(2) upon the occurrence of an Expiration Date of the Bond Credit Facility that is then currently in effect with respect to one or more subseries of the 2008B-1 Bonds in a Mode that requires a Bond Credit Facility, and such Expiration Date occurs prior to a Substitution Date; or

(3) if, during the term of any Bond Year that one or more subseries of the 2008B-1 Bonds are Outstanding, the Remarketing Agent fails to remarket one or more subseries of the 2008B-1 Bonds on two separate occasions; or

(4) if the Authority fails to provide a Bond Credit Facility for one or more subseries of the 2008B-1 Bonds during any period that such subseries of the 2008B-1 Bonds are in a Mode which requires the support of a Bond Credit Facility.

SECTION 2.8 Amendment to Section 4.14. of the Ninth Supplemental Resolution. The first paragraph of Section 4.14. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

SECTION 4.14. Form of 2008B-1 Bonds. Subject to the provisions of the Master Bond Resolution, the 2008B-1 Bonds and the certificate of authentication with respect thereto shall be in substantially the following forms, with such insertions or omissions, endorsements and variations as may be permitted by the Master Bond Resolution and the Act and as may be required to conform to this Resolution, including changes as shall be necessary to reflect differences between subseries of the 2008B-1 Bonds, and approved by the Chairman or Vice Chairman, execution and delivery of the 2008B-1 Bonds to be conclusive evidence of such approval.

[Form of Bond]

No. R-___ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
VARIABLE RATE REFUNDING REVENUE BONDS,
SERIES 2008B, SUBSERIES B-1

| Interest Rate | Maturity Date | Original Dated Date | CUSIP No. |
|---|---|---|---|
| _____% | _____ 1, 20__ | _____, 2008 | _____ |

REGISTERED OWNER: CEDE & Co.
PRINCIPAL AMOUNT: _____DOLLARS

*Introduction.* The Central Florida Expressway Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, 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 upon presentation and surrender hereof at the corporate trust operations office in Philadelphia, Pennsylvania, or at the corporate trust agency in New York, New York, of Wells Fargo Bank, National Association, or its successors or assigns, as Paying Agent (the "Paying Agent"), at the option of the Registered Owner hereof, and to pay, solely from such sources, interest on the Principal Amount at the rate or rates of interest and at the times provided for herein.

This Bond is one of a duly authorized issue of Refunding Bonds designated "Central Florida Expressway Authority Variable Rate Refunding Revenue Bonds, 2008B" (the "2008B Bonds") issued by the Authority under authority of and pursuant to Chapter 348, Part V, *Florida Statutes*, as amended, and under and pursuant to a Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented, and in particular as supplemented by that certain Ninth Supplemental Revenue Bond Resolution of the Authority Authorizing the Issuance of Variable Rate Refunding Revenue Bonds, Series 2008B, adopted by the Authority on March 26, 2008 (as supplemented, the "Ninth Supplemental Resolution") and that certain Fifth Supplement to the Ninth Supplemental Resolution, adopted by the Authority on April 9, 2015 (collectively, the "Resolution"). This Bond and all other payments required pursuant to the terms of the Resolution are payable from and secured by a pledge of the System Pledged Revenues of the Expressway System (each as defined in the Resolution) owned and operated by the Authority, upon deposit of such System Pledged Revenues into the System General Revenue Fund established by the Resolution, and other funds held or set aside under the Resolution (excluding the Rebate Fund) for the payment of these Bonds. Such pledge is on parity with certain other bonds heretofore issued under the Resolution and any Qualified Swap Payments related to any Bonds issued under the Resolution. No Supplemental Payments are pledged to secure the

repayment of the 2008B Bonds. Reference is hereby made to the Resolution and to the applicable Bank Rate Agreement attached thereto for the provisions, among others, relating to the terms of, lien on and security for the 2008B Bonds, the custody and application of the proceeds of the 2008B Bonds, the rights and remedies of the registered owners of the 2008B Bonds and the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional parity indebtedness, and the provisions permitting amendments to the Resolution with and without consent of the Bondholders, to all of which provisions the Registered Owner hereof for itself and its successors in interest irrevocably assents by acceptance of this Bond. Copies of the Resolution are on file and available at the designated office of Wells Fargo Bank, National Association, Philadelphia, Pennsylvania, as Paying Agent and Tender Agent under the Resolution, or its successor as Paying Agent and Tender Agent (herein called the "Paying Agent").

THIS 2008B BOND SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE OF FLORIDA, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THIS 2008B BOND AND THE OBLIGATION EVIDENCED HEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM TO THE EXTENT PROVIDED IN THE RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE 2008B BONDS OR ANY PREMIUM OR INTEREST THEREON AND THE REGISTERED OWNER OF ANY 2008B BOND ISSUED UNDER THE PROVISIONS OF THIS RESOLUTION SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE COUNTY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT THEREOF. THE AUTHORITY HAS NO TAXING POWER. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2008B BONDS OR FOR ANY CLAIM BASED THEREON OR ON THE MASTER BOND RESOLUTION OR THIS RESOLUTION OR OTHERWISE WITH RESPECT THERETO OR HERETO AGAINST ANY MEMBER, OFFICER OR EMPLOYEE OF THE AUTHORITY OR ANY PERSON EXECUTING THE 2008B BONDS AND NOTHING IN THE 2008B BONDS, THE MASTER BOND RESOLUTION OR HEREIN SHALL CREATE OR GIVE RISE TO ANY PERSONAL LIABILITY OF ANY SUCH MEMBER, OFFICER OR EMPLOYEE OF THE AUTHORITY OR THE COUNTY OR PERSON EXECUTING THE 2008B BONDS.

*Payment of Interest; Modes.* This 2008B-1 Bond shall be dated the date of its issuance and shall bear interest from such date. Interest on this 2008B-1 Bond is payable on **[___ __, 20__]** and on each Interest Payment Date thereafter as follows:

(i) if this 2008B-1 Bond is in a Commercial Paper Mode, a Daily Mode or a Weekly Mode, by wire transfer of immediately available funds to the account specified

by the Registered Owner in a written direction received by the Paying Agent on or prior to a Record Date or, if no such account number is furnished, by check or draft mailed by the Paying Agent to the Registered Owner at the address appearing on the books required to be kept by the Paying Agent pursuant to the Resolution,

(ii) if this 2008B-1 Bond is in the Term Rate Mode or the Fixed Rate Mode, by draft or check mailed by the Paying Agent to the Registered Owner hereof at its address appearing on the applicable Record Date in the books required to be kept by the Paying Agent pursuant to the Resolution, except that in the case of a Registered Owner of $1,000,000 or more in aggregate principal amount of 2008B-1 Bonds, upon the written request of such Bondholder to the Paying Agent, received on or prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest when due shall be made by wire transfer of immediately available funds. Any such direction or request shall remain in effect until revoked or revised by such Bondholder by an instrument in writing delivered to the Paying Agent, and

(iii) if this 2008B-1 Bond is in a Bank Rate Mode, as provided in the applicable Bank Rate Agreement.

This 2008B-1 Bond is initially issued in the Bank Rate Mode. The Mode applicable to this 2008B-1 Bond may, to the extent permitted under the terms of the applicable Bank Rate Agreement, at any time be changed to a Commercial Paper Rate Mode, Daily Mode, Weekly Mode, Term Rate Mode or Fixed Rate Mode, all as provided in the Resolution. Under certain circumstances described in the Resolution, the Mode applicable to the 2008B-1 Bonds must be converted to a Bank Rate Mode, Fixed Rate Mode or Term Rate Mode. The interest rate applicable to this 2008B-1 Bond will be determined at the times and in the manner provided in the Resolution.

While this 2008B-1 Bond is in a Commercial Paper Mode, a Daily Mode or a Weekly Mode, interest hereon shall be calculated on the basis of a year of 365 or 366 days, as appropriate, for the actual number of days elapsed to the Interest Payment Date. While this 2008B-1 Bond is in a Term Rate Mode or a Fixed Rate Mode, interest hereon shall be computed on the basis of a year of 360 days composed of twelve 30-day months. While this 2008B-1 Bond is in a Bank Rate Mode, interest hereon shall be calculated in accordance with the Bank Rate Agreement

*Payment of Principal; Redemption Price.* In addition to accrued and unpaid interest thereon, the principal or the redemption price of this 2008B-1 Bond shall be payable on its Principal Payment Date, upon surrender thereof at the office of the Paying Agent. The payment of the Purchase Price of this 2008B-1 Bond payable upon optional or mandatory tender for purchase shall be made by wire transfer in immediately available funds by Wells Fargo Bank, National Association, as Tender Agent appointed under the Resolution, or any successor thereto under the Resolution, or, if the Registered Owner has not provided wire transfer instructions, by check or draft mailed to the Registered Owner at the address appearing in the books required to be kept by the Paying Agent pursuant to the Resolution.

*Mandatory Purchase.* This 2008B-1 Bond is subject to mandatory purchase at a price equal to the Purchase Price thereof on (i) the Purchase Date of 2008B-1 Bonds in the Bank Rate Mode, the Commercial Paper Mode or the Term Rate Mode, (ii) any Mode Change Date; (iii) the date on which an Alternate Bond Credit Facility is substituted for the then existing Bond Credit Facility, (iv) the fifth calendar day (or, if such date is not a Business Day, the preceding Business Day) preceding the Expiration Date of the Bond Credit Facility (each, a "Mandatory Purchase Date"). Notice of any proposed Mandatory Purchase Date shall be given to owners of 2008B-1 Bonds by the Paying Agent as provided in the Resolution. The Registered Owner does not have the right to retain this 2008B-1 Bond after any Mandatory Purchase Date.

*Redemption of this 2008B Bond.* This 2008B-1 Bond shall be subject to redemption prior to maturity at the option of the Authority, in whole or in part, on the Redemption Dates and at the redemption prices (plus interest accrued to the Redemption Date) and in the manner provided in the Resolution. Notice of redemption shall be given at the times and in the manner provided in the Resolution. To the extent that this 2008B-1 Bond is subject to optional redemption, it shall be subject to purchase in lieu of redemption in accordance with Section 5.01, paragraph F of the Ninth Supplemental Resolution.

As provided in the Resolution, additional bonds may be issued thereunder from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as in the Resolution provided. The aggregate principal amount of bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

If the date for payment of the principal of, premium, if any, or interest on this 2008B Bond shall be a Saturday, Sunday, legal holiday or a day on which the Paying Agent, the Tender Agent, the Remarketing Agent, if any, the holders of the 2008B-1 Bonds or banks and trust companies located in New York, New York are authorized by law or executive order to close or are closed for any other reason, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which the Paying Agent, the Tender Agent, the Remarketing Agent, if any, the holders of the 2008B-1 Bonds, or banks and trust companies located in New York, New York are authorized by law or executive order to close or are closed for any other reason, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

This 2008B-1 Bond is transferable, as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Paying Agent by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or its duly authorized attorney, and thereupon a new registered Bond or Bonds, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The Authority, the Paying Agent, the Paying Agent and the Tender Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account

of, the principal and the interest due hereon and for all other purposes. The 2008B-1 Bonds are issuable in the form of fully registered bonds without coupons in Authorized Denominations (as defined in the Resolution).

By purchasing and accepting delivery of this 2008B-1 Bond, the holders of this Series 2008B-1 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 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.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this 2008B-1 Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this 2008B-1 Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This 2008B-1 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 endorsed hereon shall have been duly executed by the Paying Agent.

**IN WITNESS WHEREOF**, the Central Florida Expressway Authority has caused this 2008B-1 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

(SEAL)

By:_____
Name: Welton Cadwell
Its: Chairman

ATTESTED AND COUNTERSIGNED:

By:_____
Darleen Mazzillo, Assistant Secretary

## REGISTRAR'S CERTIFICATION OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

_____

_____, AS REGISTRAR

By_____
Authorized Signature

Date of Authentication _____, 2015.

## CERTIFICATION OF VALIDATION
[If Applicable]

This Bond is one of a Series of 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 September 20, 2002.

_____
[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 Bond of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints _____ attorney to transfer the said 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.

[End of Bond Form]

SECTION 2.9 Amendment to Section 5.01.B. of the Ninth Supplemental Resolution. Section 5.01.B. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

B. Daily Rate Bonds or Weekly Rate Bonds shall be subject to redemption at the option of the Authority, in whole or in part, on any Interest Payment Date, at the redemption price of 100 percent of the principal amount thereof, plus accrued interest to the Redemption Date. Bank Rate Bonds may be optionally redeemed by the Authority to the extent provided in and subject to the terms and conditions of the applicable Bank Rate Agreement.

SECTION 2.10 Amendment to Section 5.02.A. of the Ninth Supplemental Resolution. Section 5.02.A. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

A. The 2008B-1 Bonds (other than Bank Rate Bonds) shall be subject to mandatory redemption and payment prior to maturity on such dates and in such years, at such price(s) plus accrued interest to the redemption date in accordance with a mandatory amortization installment schedule to be approved by an Authorized Officer of the Authority prior to the issuance of the 2008B-1 Bonds, which schedule shall be set forth in the 2008B-1 Bonds. Bank Rate Bonds shall be subject to mandatory redemption to the extent permitted by and subject to the terms and conditions set forth in the applicable Bank Rate Agreement.

SECTION 2.11 Amendment to Section 5.02.B. of the Ninth Supplemental Resolution. The first sentence of Section 5.02.B. of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

B. Except for Bank Rate Bonds (the terms of which shall be governed by the applicable Bank Rate Agreement), the Paying Agent shall make timely selection of such 2008B-1 Bonds or portions thereof to be so redeemed in Authorized Denominations of principal amount in such equitable manner as the Paying Agent may determine and shall give notice thereof without further instructions from the Authority.

SECTION 2.12 Amendment to Section 5.03 of the Ninth Supplemental Resolution. Section 5.03 of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

SECTION 5.03 Redemption in Part. In the event of redemption of less than all the 2008B-1 Bonds (or one or more subseries thereof), then, subject to the provisions of this Section 5.03 below, such 2008B-1 Bonds (or subseries thereof) or portions thereof

to be redeemed shall be selected by the Paying Agent by lot in such manner as the Paying Agent in its discretion may determine; provided, however, the 2008B-1 Bonds (or subseries thereof) to be redeemed shall be in Authorized Denominations; and provided, further, any 2008B-1 Bonds (or subseries thereof) which are Purchased Bonds and are subject to redemption shall be redeemed prior to any other 2008B-1 Bonds. To the extent that the principal amount of Purchased Bonds redeemed exceeds the semiannual installment amount required to be paid by the Authority as described in Section 5.05 hereof, such excess amount of Purchased Bonds redeemed shall be credited towards the Authority's next semiannual installment. New 2008B-1 Bonds (or subseries thereof) representing the unredeemed balance of the principal amount thereof shall be issued to the Bondholder thereof, without charge therefor. Any new 2008B Bond issued pursuant to this Section 5.03 shall be executed by the Authority and authenticated by the Paying Agent and shall be in any Authorized Denominations in an aggregate unpaid principal amount equal to the unredeemed portion of such 2008B Bond surrendered. The Authority may designate in writing to the Paying Agent the partial redemption of an entire subseries of 2008B-1 Bonds. Otherwise, to the extent that a particular maturity of 2008B-1 Bonds is in multiple subseries and is redeemed in part, the Paying Agent shall partially redeem 2008B-1 Bonds of such maturity on a pro-rata basis from each subseries. Notwithstanding the foregoing, Bank Rate Bonds shall be subject to partial redemption to the extent permitted by and subject to the terms and conditions set forth in the applicable Bank Rate Agreement.

SECTION 2.13 Amendment to Section 5.04 of the Ninth Supplemental Resolution. Section 5.04 of the Ninth Supplemental Resolution is hereby amended in its entirety, as follows:

SECTION 5.04 Notice of Redemption. Unless waived by any Bondholder of 2008B-1 Bonds (or subseries thereof) to be redeemed, official notice of any such redemption shall be given by the Paying Agent on behalf of the Authority by mailing a copy of an official redemption notice by first class mail, at least 30 days prior to the redemption date for 2008B-1 Bonds (or subseries thereof), to each Bondholder of the 2008B-1 Bonds (or subseries thereof) to be redeemed at the address shown on the bond registration books. Any notice of redemption with respect to Bank Rate Bonds shall be in accordance with the terms and conditions, if any, set forth in the applicable Bank Rate Agreement.

SECTION 2.14 Amendment to Section 6.01 of the Ninth Supplemental Resolution. The title of Section 6.01 of the Ninth Supplemental Resolution is hereby amended and a new paragraph 6.01.D. is hereby added as follows:

SECTION 6.01 Optional Tender of Daily Rate Bonds, Weekly Rate Bonds and Bank Rate Bonds.

* * *

D. Bank Rate Bonds shall be subject to optional tender to the extent provided in and subject to the terms and conditions of the applicable Bank Rate Agreement.

SECTION 2.15 Amendment to Add Section 6.05A. to the Ninth Supplemental Resolution. Section 6.05A. of the Ninth Supplemental Resolution is hereby added as follows:

SECTION 6.05A Mandatory Purchase of Bank Rate Bonds. Bank Rate Bonds shall be subject to mandatory purchase to the extent provided in and subject to the terms and conditions of the applicable Bank Rate Agreement. Any Bank Rate Bond which is subject to optional redemption pursuant to this Resolution may be subject to purchase by the Authority in lieu of redemption pursuant to Section 5.01.F. hereof.

SECTION 2.16 Amendment to Section 6.06.D. of the Ninth Supplemental Resolution. The first sentence of Section 6.06.D. of the Ninth Supplemental Resolution is hereby amended as follows:

D. Except as provided in Section 6.02 hereof, notice of any mandatory tender of 2008B-1 Bonds (or subseries thereof) shall state that such 2008B-1 Bonds (or subseries thereof) are to be purchased pursuant to Section 6.03, 6.04, 6.05 or 6.05A hereof, shall be provided by the Paying Agent or caused to be provided by the Tender Agent by mailing a copy of the notice of mandatory tender by first-class mail to each Bondholder of 2008B-1 Bonds (or subseries thereof) at the respective addresses shown on the registration books kept by the Paying Agent.

SECTION 2.17 Amendment to Add Paragraph E to Section 6.06 of the Ninth Supplemental Resolution. Paragraph E. is hereby added to Section 6.06 of the Ninth Supplemental Resolution:

E. Notice of mandatory tender of Bank Rate Bonds shall be in accordance with the terms and provisions of the applicable Bank Rate Agreement.

SECTION 2.18 Amendment to Section 12.06.B. of the Ninth Supplemental Resolution. Subparagraph (v) of Section 12.06.B. of the Ninth Supplemental Resolution is hereby amended as follows:

(v) Any action in connection with a change to a Bank Rate Mode, Daily Rate Mode, Term Rate Mode or Fixed Rate Mode or Commercial Paper Mode; and

## ARTICLE III

## MISCELLANEOUS

SECTION 3.1 Approval of Form of Bank Rate Agreement. The form of the Bank Rate Agreement attached hereto as **Exhibit "A"** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made to such form of Bank Rate Agreement by the Chairman, Vice Chairperson, Deputy Executive Director for Finance and Administration, Interim Chief Financial Officer or other Authorized Officers 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, Deputy Executive Director for Finance and Administration, Interim Chief Financial Officer or other Authorized Officer is hereby authorized to execute each of the Bank Rate Agreements 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 3.2 Approval of 2008B-1 Bond. The 2008B-1 Bond in substantially the form included in Section 2.8 of this Fifth Supplemental Resolution is hereby approved and the Chairman, Vice Chairman, Secretary, or any Authorized Officer of the Authority, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute and deliver the 2008B-1 Bond 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 3.3 Authorizations. The Chairman, Vice Chairman, Secretary, Deputy Executive Director for Finance and Administration, Interim Chief Financial Officer or any Authorized Officer of the Authority, 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.

SECTION 3.4 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 2008B-1 Bonds shall be liable personally on the 2008B-1 Bonds or under this Resolution or shall be subject to any

personal liability or accountability by reason of the issuance of the 2008B-1 Bonds or the execution thereof by the Authority or such officers thereof.

SECTION 3.5 Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the 2008B-1 Bonds, the holders of the 2008B-1 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.

SECTION 3.6 Severability. If any provision of this Resolution is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Section of this Resolution shall not affect the remaining portions of this Resolution or any part thereof.

SECTION 3.7 Effect of this Supplemental Resolution. Except for the amendments to the Ninth Supplemental Resolution set forth herein, the Ninth Supplemental Resolution, as supplemented, shall remain in full force and effect. It is the intention of the Authority to fully provide for the Bank Rate Mode as an additional Mode under the Ninth Supplemental Resolution with respect to the 2008B-1 Bonds. To the extent that there is any inconsistency between the terms and provisions of the Ninth Supplemental Resolution and any then existing Bank Rate Agreement during any period that the 2008B-1 Bonds are in a Bank Rate Mode, the terms and provisions set forth in such Bank Rate Agreement shall control.

SECTION 3.8 Effective Date and Effective Period. This Fifth Supplemental Resolution shall become effective upon receipt by the Authority of the approval, waiver and consent of the holders of the 2008B-1 Bonds to the amendments set forth herein and shall continue to be in effect during any period that the 2008B-1 Bonds are Outstanding in a Bank Rate Mode.

[SIGNATURES FOLLOW ON NEXT PAGE]

This Fifth Supplemental Resolution was approved and adopted by the Central Florida Expressway Authority on April 9, 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 Fifth Supplemental Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

# EXHIBIT "A"

Bank Rate Agreement with respect to the 2008B-1 Bond
(See Attached)

# TERM LOAN AGREEMENT

dated as of April 22, 2015

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

BARCLAYS BANK PLC

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## TERM LOAN AGREEMENT

THIS TERM LOAN AGREEMENT dated as of April 22, 2015 (as amended, modified or restated from time to time, this *"Agreement"*), between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the State of Florida, created under the laws of the State of Florida, f/k/a Orlando Orange County Expressway Authority (the *"Authority"*) and BARCLAYS BANK PLC, together with any successors and assigns (the *"Bank"*).

## RECITALS

WHEREAS, the Authority has previously issued its Variable Rate Refunding Revenue Bonds, Series 2008B-1 (hereafter, the "2008B-1 Bond" or "2008B-1 Bonds") pursuant to the Authority's Amended and Restated Master Bond Resolution, adopted by the Authority on February 3, 2003 (the "Master Senior Resolution"), as supplemented from time to time, and in particular, as supplemented by that certain Ninth Supplemental Revenue Bond Resolution Authorizing the Issuance of Variable Rate Refunding Revenue Bonds, Series 2008B, adopted by the Authority on March 26, 2008, with certain changes ratified and amended on April 23, 2008 (as supplemented from time to time, and in particular, as Supplemented by that certain Fifth Supplement to the Ninth Supplemental Resolution, adopted on April 9, 2015, collectively, the "Ninth Supplemental Resolution," and together with the Master Senior Resolution, the "Senior Bond Resolution"); and

WHEREAS, the Authority has requested that the Bank provide a term loan to the Authority in the principal amount of $130,870,000 in connection with the conversion of the interest rate mode on the 2008B-1 Bonds to a Bank Rate Mode (as defined in the Senior Bond Resolution); and

WHEREAS, the Bank has agreed to make the loan, and as a condition to such loan, the Bank has required the Authority to enter into this Agreement and, to evidence and secure such loan, to issue the a 2008B-1 Bond to the Bank pursuant to the Senior Bond Resolution; and

WHEREAS, the Bank has agreed to make the loan, and as a condition to such loan, the Bank has required the Authority to enter into this Agreement and, to evidence and secure such loan, to issue the 2008B-1 Bond to the Bank;

NOW, THEREFORE, to induce the Bank to make the loan, as evidenced by the 2008B-1 Bond, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Authority and the Bank hereby agree as follows:

## ARTICLE I

## DEFINITIONS AND ACCOUNTING TERMS

*Section 1.01. Defined Terms.* As used in this Agreement, the following terms shall have the meanings set forth below:

*"2008B-1 Bond"* has the meaning set forth in the recitals hereof.

*"Act"* means, collectively, the Orlando-Orange County Expressway Authority Law, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of the law not inconsistent with the foregoing.

*"Affiliate"* means, with respect to any Person, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. A Person shall be deemed to control another Person for the purposes of this definition if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

*"Agreement"* has the meaning set forth in the introductory paragraph hereof.

*"Anti-Terrorism Laws"* has the meaning set forth in Section 4.19 hereof.

*"Applicable Spread"* means, initially fifty-five basis points (0.55%); *provided,* that in the event of a change in the credit rating assigned to the lowest long-term unenhanced debt rating assigned by Moody's, S&P and Fitch to any Parity Indebtedness (each a *"Rating"*), the Applicable Spread shall be the number of basis points associated with such new Rating as set forth in the following matrix:

| LEVEL | FITCH RATING | S&P RATING | MOODY'S RATING | APPLICABLE SPREAD |
|---|---|---|---|---|
| Level 1 | A- or above | A- or above | A3 or above | 0.55% |
| Level 2 | BBB+ | BBB+ | Baa1 | 0.70% |
| Level 3 | BBB | BBB | Baa2 | 0.85% |
| Level 4 | BBB- | BBB- | Baa3 | 1.00% |

In the event of a split Rating (*i.e.,* one of the foregoing Rating Agencies' Rating is at a different level than the Rating of any other Rating Agency), the Applicable Spread shall be based upon the level in which lowest Rating appears. Any change in the Applicable Spread resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any

recalibration or realignment of the long-term unenhanced debt rating assigned to any Parity Indebtedness of the Authority in connection with the adoption of a "global" rating scale, the Rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. Any change in the Applicable Spread shall apply on the SIFMA Reset Date next succeeding the date on which the change occurs. The Authority and the Bank acknowledge that as of the Effective Date the Applicable Spread is that specified above for Level 1.

*"Authority"* has the meaning set forth in the introductory paragraph hereof.

*"Authorized Officer"* has the meaning set forth in the Senior Bond Resolution.

*"Bank"* has the meaning set forth in the introductory paragraph hereto.

*"Bank Agreement"* means any credit agreement, loan agreement, liquidity agreement, standby bond purchase agreement, reimbursement agreement, direct purchase agreement (such as a continuing covenant agreement or supplemental bondholder's agreement), bond purchase agreement, swap contract or other agreement or instrument under which, directly or indirectly, any Person or Persons undertake to loan, make or provide funds to make payment of, or to purchase, hedge or provide credit enhancement for any System Pledged Revenues Indebtedness.

*"Base Rate"* means, for any day, a fluctuating rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time *plus* two and one-half of one percent (2.50%), (ii) the Federal Funds Rate in effect at such time *plus* two and one-half of one percent (2.50%), (iii) one hundred fifty percent (150%) of the yield on the 30-Year United States Treasury bond, and (iv) eight percent (8.00%).

*"Bond Counsel"* means Broad and Cassel, or any other firm of attorneys nationally recognized on the subject of municipal finance selected by the Authority.

*"Business Day"* means any day which is not (i) a Saturday or a Sunday, (ii) a day on which the office of the Bank is lawfully closed.

*"Change in Law"* means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a *"Change in Law"*, regardless of the date enacted, adopted or issued.

*"Code"* means the Internal Revenue Code of 1986, as amended.

*"Debtor Relief Laws"* means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

*"Default"* means any event of condition that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

*"Default Rate"* means, for any day, a fluctuating rate of interest per annum equal to the Index Rate or the Extension Rate, as applicable, in effect from time to time *plus* four percent (4.00%).

*"Determination of Taxability"* means and shall be deemed to have occurred on the first to occur of the following:

(i) on that date when the Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) on the date when the Bank notifies the Authority that it has received a written opinion by a nationally recognized attorney or firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the Authority of such notification from the Bank, the Authority shall deliver to the Bank a ruling or determination letter issued to or on behalf of the Authority by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the Authority shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Authority, or upon any review or audit of the Authority or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(iv) on that date when the Authority shall receive notice from the Bank that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bank the interest on the 2008B-1 Bond due to the occurrence of an Event of Taxability;

*provided, however,* no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from the Bank, the Authority shall promptly reimburse the Bank for any payments, including any taxes, interest, penalties or other charges, such Bank shall be obligated to make as a result of the Determination of Taxability.

*"Dollar"* and *"$"* mean lawful money of the United States.

*"Effective Date"* means April 22, 2015, subject to the satisfaction or waiver by the Bank of the conditions precedent set forth in Article III hereof.

*"ERISA"* means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute thereto.

*"Event of Default"* with respect to this Agreement has the meaning set forth in Section 6.01 of this Agreement and, with respect to any Loan Document, has the meaning assigned therein.

*"Event of Taxability"* means a (i) change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Authority, or the failure to take any action by the Authority, or the making by the Authority of any misrepresentation herein or in any certificate required to be given in connection with the extension of the Term Loan or the issuance of the 2008B-1 Bond) which has the effect of causing interest paid or payable on the Term Loan to become includable, in whole or in part, in the gross income of the Bank for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Term Loan to become includable, in whole or in part, in the gross income of the Bank for federal income tax purposes with respect to the 2008B-1 Bond.

*"Executive Order"* has the meaning set forth in Section 4.19 hereof.

*"Extension Rate"* means a fluctuating interest rate per annum which, for each day, shall equal (i) for the period from and including the Mandatory Repayment Date to but not including the one year anniversary of the Mandatory Repayment Date, the Base Rate from time to time in effect and (ii) from the period from and after the one year anniversary of the Mandatory Repayment Date, the Base Rate from time to time in effect *plus* one percent (1.00%); *provided* that if an Event of Default has occurred and is continuing, the Extension Rate shall equal the Default Rate.

*"Favorable Opinion of Bond Counsel"* has the meaning set forth in the Senior Bond Resolution.

*"Federal Funds Rate"* means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Barclays Bank PLC on such day on such transactions as determined in good faith by the Barclays Bank PLC as a reasonable estimation of the Federal Funds Rate.

*"Fiscal Year"* has the meaning set forth in the Senior Bond Resolution.

*"Fitch"* means Fitch Ratings, Inc., and any successor rating agency.

*"Generally Accepted Accounting Principles"* or *"GAAP"* means generally accepted accounting principles in effect from time to time in the United States and applicable to entities such as the Authority, including, without limitation, those principles set forth in the statements and pronouncement of the Government Accounting Standards Board.

*"Governmental Authority"* means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

*"Guarantee"* means, for any Person, all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations of such Person to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor of another Person against loss.

*"Indebtedness"* means for any Person (without duplication) (i) all indebtedness created, assumed or incurred in any manner by any Person representing money borrowed (including by the issuance of debt securities), (ii) all obligations for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business), (iii) all obligations secured by any lien upon property of such Person, whether or not such Person has assumed or become liable for the payment of such indebtedness, (iv) all obligations, contingent or otherwise, of such Person on or with respect to letters of credit, banker's acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money, (v) all obligations arising under or pursuant to any Swap Contract, and (vi) all Guarantees.

*"Indemnitee"* has the meaning set forth in Section 7.04(b) hereof.

*"Index Rate"* means the sum of the Applicable Spread plus the SIFMA Index; *provided* that if an Event of Default has occurred and is continuing, the Index Rate shall equal the Default Rate.

*"Information"* has the meaning set forth in Section 7.07.

*"Interest Payment Date"* means (i) the first Business Day of each calendar month, (ii) any date on which the Term Loan is prepaid and (iii) the Maturity Date.

*"Interest Period"* means the period from (and including) the Effective Date to (but excluding) the next succeeding SIFMA Reset Date, and thereafter shall mean the period from (and including) such SIFMA Reset Date to (but excluding) the next succeeding SIFMA Reset Date (or, if sooner, to but excluding the Mandatory Repayment Date).

*"Laws"* means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

*"Lending Office"* means the Bank's address and, as appropriate, account as set forth on Schedule I, or such other address or account as the Bank may from time to time notify the Authority in writing.

*"Loan Documents"* means this Agreement, the 2008B-1 Bond, the Senior Bond Resolution and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing permitted hereunder and thereunder.

*"Mandatory Repayment"* has the meaning set forth in Section 2.03 hereof.

*"Mandatory Repayment Date"* means the date on which the Term Loan is subject to repayment pursuant to Section 2.03 hereof (initially, April 22, 2020).

*"Margin Rate"* means an interest rate per annum at all times equal to the product of the interest rate on the Term Loan then in effect pursuant to the terms hereof multiplied by the Margin Rate Factor.

*"Margin Rate Factor"* means the greater of (i) 1.0, and (ii) the product of (a) one minus the Maximum Federal Corporate Tax Rate multiplied by (b) 1.54.

*"Margin Rate Factor Date"* means the effective date of the decrease or increase (as applicable) in the Maximum Federal Corporate Tax Rate from a rate of 35%.

*"Master Senior Resolution"* has the meaning set forth in the recitals hereof.

*"Material Adverse Effect"* means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent) or condition (financial or otherwise) of the Authority; (b) a material impairment of the ability of the Authority to perform its obligations under any Loan Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Authority of any Loan Document to which it is a party.

*"Maturity Date"* means July 1, 2040.

*"Maximum Federal Corporate Tax Rate"* means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Bank, the maximum statutory rate of federal income taxation which could apply to the Bank).

*"Maximum Interest Rate"* means the maximum rate of interest on the relevant obligation permitted by applicable law.

*"Moody's"* means Moody's Investors Service, Inc. and any successor rating agency.

*"Ninth Supplemental Resolution"* has the meaning set forth in the recitals hereof.

*"Obligations"* means all advances to, and debts, liabilities, covenants and duties of, the Authority arising hereunder or under any other Loan Document or otherwise with respect to the Term Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Authority of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

*"OFAC"* has the meaning set forth in Section 4.19 hereof.

*"Parity Indebtedness"* means (i) any bonds, notes, certificates, debentures or other evidence of similar indebtedness issued by or on behalf of the Authority or any Bank Agreement entered into by the Authority secured by a lien on System Pledged Revenues ranking on a parity with the Term Loan and the 2008B-1 Bond, (ii) the obligations of the Authority under any Swap Contract providing interest rate support with respect to any indebtedness issued by or on behalf of the Issuer secured by a lien on System Pledged Revenues ranking on a parity with the Term Loan and the 2008B-1 Bond and (iii) any Guarantee by the Authority secured by a lien on System Pledged Revenues ranking on a parity with the 2008B-1 Bond.

*"Participant"* has the meaning set forth in Section 7.06(b).

*"Patriot Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

*"Person"* means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

*"Prime Rate"* means on any day, the rate of interest in effect for such day as publicly announced from time to time by Barclays Bank PLC as its "prime rate." The *"prime rate"* is a rate set by Barclays Bank PLC based upon various factors including Barclays Bank PLC's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by Barclays Bank PLC shall take effect at the opening of business on the day specified in the public announcement of such change.

*"Rating Agency"* means any of Fitch, Moody's or S&P, as applicable.

*"Related Parties"* means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

*"Resolution"* has the meaning set forth in the recitals hereof.

*"Rights of Acceleration"* has the meaning set forth in Section 5.15 hereof.

*"S&P"* means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor rating agency.

*"S&P Weekly High Grade Index"* means for any day, the level of the "S&P Weekly High Grade Index" (formerly known as the J.J. Kenny Index) maintained by Standard and Poor's Securities Evaluations Inc. for a one-week maturity as published each Wednesday, or if any Wednesday is not a Business Day, on the next succeeding Business Day.

*"SIFMA"* means the Securities Industry & Financial Markets Association (formerly the Bond Market Association).

*"SIFMA Index"* means, for any day, the level of the index which is issued weekly and which is compiled from the weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established from time to time by SIFMA and issued on Wednesday of each week, or if any Wednesday is not a Business Day, the next succeeding Business Day. If the SIFMA Index is no longer published, then "SIFMA Index" shall mean the S&P Weekly High Grade Index. If the S&P Weekly High Grade Index is no longer published, then "SIFMA Index" shall mean the prevailing rate determined by Barclays Bank PLC for tax-exempt state and local government bonds meeting criteria determined in good faith by Barclays Bank PLC to be comparable under the circumstances to the criteria used by SIFMA to determine the SIFMA Index immediately prior to the date on which SIFMA ceased publication of the SIFMA Index.

*"SIFMA Reset Date"* means Thursday of each week.

*"State"* means the State of Florida.

*"Swap Contract"* means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc. or any International Foreign Exchange Master Agreement, including any such obligations or liabilities thereunder.

*"Swap Counterparty"* means the counterparty to any Swap Contract to which the Authority is a party.

*"Swap Termination Payment"* means, with respect to any one or more Swap Contract, after taking into account the effect of any legally enforceable netting agreement relating to such swap contracts, the termination value(s) determined in accordance with such Swap Contract.

*"System Pledged Revenues"* has the meaning set forth in the Senior Bond Resolution.

*"System Pledged Revenues Indebtedness"* means any Indebtedness of the Authority secured by or payable from System Pledged Revenues.

*"Taxable Date"* means the date on which interest on the Term Loan is first includable in gross income of the Bank thereof as a result of an Event of Taxability as such a date is established pursuant to either (i) the Determination of Taxability or (ii) an opinion by an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt municipal finance.

*"Taxable Period"* has the meaning set forth in Section 2.08 hereof.

*"Taxable Rate"* means, for any day, the product of (i) the interest rate on the Term Loan in effect pursuant to the terms hereof and (ii) 1.54.

*"Term Commitment"* means the Bank's obligation to make a Term Loan to the Authority in an aggregate principal amount not to exceed $130,870,000 at any time, and subject to the other terms and provisions hereof.

*"Term Loan"* means the one-time advance made by the Bank on the Effective Date in the amount of the Term Commitment pursuant to this Agreement.

*"United States"* and *"U.S."* mean the United States of America.

*Section 1.02. Other Interpretive Provisions.* With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words *"include,"* *"includes"* and *"including"* shall be deemed to be followed by the phrase "without limitation." The word *"will"* shall be construed to have the same meaning and effect as the word *"shall."* Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words *"hereto,"* *"herein,"* *"hereof"* and *"hereunder,"* and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words *"asset"* and *"property"* shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word *"from"* means *"from and including;"* the words *"to"* and *"until"* each mean *"to but excluding;"* and the word *"through"* means *"to and including."*

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

*Section 1.03. Accounting Terms.* All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the audited financial statements of the Authority delivered to the Bank pursuant to Section 3.01(a)(iii) hereof, *except* as otherwise specifically prescribed herein.

*Section 1.04. Rounding.* Any financial ratios required to be maintained by the Authority pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such

ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

*Section 1.05. Times of Day.* Unless otherwise specified, all references herein to times of day shall be references to New York time (daylight or standard, as applicable).

## ARTICLE II

## THE TERM LOAN

*Section 2.01. The Term Loan.* Subject to the terms and conditions set forth herein, the Bank agrees to make a single loan to the Authority on the Effective Date in an amount not to exceed the Term Commitment. Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed.

*Section 2.02. Voluntary Principal Payments.* Subject to Sections 2.11 and 2.12 hereof, the Authority may, upon written notice to the Bank, voluntarily prepay the Term Loan, in whole or in part without premium or penalty on any Interest Payment Date; *provided* that (i) such notice must be received by the Bank not later than 10:00 a.m. fifteen (15) days prior to any date of prepayment and (ii) any prepayment shall be in a principal amount of $1,000,000 or a whole multiple of $250,000 in excess thereof or, if less, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment.

*Section 2.03. Mandatory Repayment Date; Required Principal Amortization.* (a) The Authority shall repay to the Bank the outstanding principal amount of the Term Loan on the Mandatory Repayment Date; *provided* that the failure of the Authority to pay to the Bank the outstanding principal amount of the Term Loan on the Mandatory Repayment Date shall not constitute an Event of Default hereunder so long as no other Event of Default has occurred and is continuing; *provided, further,* that the Authority shall use its best efforts to refinance the Term Loan in the event the outstanding principal amount of the Term Loan is not repaid to the Bank on the Mandatory Repayment Date.

(b) The Authority shall repay the principal of the Term Loan in the amounts and on the dates set forth on Schedule II attached hereto with the final such payment due and payable on the Maturity Date.

*Section 2.04. Interest.* (a) Except as otherwise provided in this Section 2.04, prior to the Mandatory Repayment Date, the Term Loan shall bear interest during each Interest Period it is outstanding at the Index Rate.

(b) Except as otherwise provided in this Section 2.04, from and after the Mandatory Repayment Date, the Term Loan shall bear interest for each day it is outstanding at the Extension Rate.

(c) From and after the occurrence of an Event of Default, the Term Loan and any other amounts owed to the Bank hereunder, shall bear interest at the Default Rate.

(d) From and after a Taxable Date, the Term Loan shall bear interest at the Taxable Rate.

(e) From and after the occurrence of a Margin Rate Factor Date, the Term Loan shall bear interest at the Margin Rate.

*Section 2.05. Computation of Interest and Fees; Payments.* (a) Prior to the Mandatory Prepayment Date, computations of interest on the Term Loan shall be made on the basis of a 365-day year (366 days in a leap year) for the actual days elapsed. After the Mandatory Prepayment Date or at any time an Event of Default has occurred and is continuing, computations of interest on the Term Loan shall be made on the basis of a 365-day year (366 days in a leap year) for the actual days elapsed. All computations of fees shall be made on the basis of a 365-day year (366 days in a leap year) for the actual days elapsed. While the Term Loan bears interest at the Index Rate, the Index Rate shall be reset on each SIFMA Reset Date. While the Term Loan bears interest at the Extension Rate, the Extension Rate shall be reset on the first Business Day of each month. Interest shall accrue on the Term Loan for the day on which the Term Loan is made, and shall not accrue on the Term Loan, or any portion thereof, for the day on which the Term Loan or such portion is paid. Each determination by the Bank of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) Interest on the Term Loan shall be paid by the Authority on each Interest Payment Date; *provided* that accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) All payments by the Authority hereunder shall be made to the Bank, at the Lending Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. All payments received by the Bank after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Authority shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; *provided* that, for the avoidance of doubt, interest shall not continue to accrue from such payment date to the next following Business Day.

*Section 2.06. Administrative Fees.* The Authority shall pay to the Bank a fee for each amendment to this Agreement or any other Loan Document in a minimum amount of $2,500 plus the reasonable fees and expenses of outside counsel to the Bank. The Authority shall pay to the Bank a fee for each waiver or consent relating to this Agreement or any other Loan Document in an amount to be mutually agreed upon between the Authority and the Bank plus the reasonable fees and expenses of outside counsel to the Bank.

*Section 2.07. Evidence of Debt.* The Term Loan shall be evidenced by one or more accounts or records maintained by the Bank in the ordinary course of business. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Authority hereunder to pay any amount owing with respect to the Obligations. The Authority shall execute and deliver to the Bank the 2008B-1 Bond, which shall evidence and secure the Term Loan in addition to such accounts or records.

*Section 2.08. Determination of Taxability.* (i) In the event a Determination of Taxability occurs, to the extent not payable to the Bank or each Participant under the terms hereof, the Authority hereby agrees to pay to the Bank or each Participant on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to the Bank or such Participant on the Term Loan during the period for which interest on the Term Loan is included in the gross income of the Bank or such Participant if the Term Loan had borne interest at the Taxable Rate, beginning on the Taxable Date (the *"Taxable Period"*), and (B) the amount of interest actually paid to the Bank or Participant during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by the Bank or such Participant as a result of interest on the Term Loan becoming included in the gross income of the Bank, together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by the Bank or such Participant in connection therewith.

(ii) Subject to the provisions of clauses (iii) and (iv) below, the Bank or such Participant shall afford the Authority the opportunity, at the Authority's sole cost and expense, to contest (1) the validity of any amendment to the Code which causes the interest on the Term Loan to be included in the gross income of the Bank or such Participant or (2) any challenge to the validity of the tax exemption with respect to the interest on the Term Loan, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

(iii) As a condition precedent to the exercise by the Authority of its right to contest set forth in clause (ii) above, the Authority shall, on demand, immediately reimburse the Bank or such Participant for any and all expenses (including reasonable attorneys' fees for services that may be required or desirable, as determined by the Bank or such Participant in its sole reasonable discretion) that may be incurred by the Bank in connection with any such contest, and shall, on demand, immediately reimburse the Bank for any and all penalties or other charges payable by the Bank or such Participant for failure to include such interest in its gross income; and

(iv) The obligations of the Authority under this Section 2.08 shall survive the termination of this Agreement, the termination of any of the other Loan Documents, and the repayment in full of the Term Loan.

*Section 2.09. Maximum Interest Rate.* (a) If the amount of interest payable for any period in accordance with the terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable, to the extent permitted by law, in an amount calculated at the Maximum Interest Rate.

(b) Any interest that would have been due and payable for any period but for the operation of the immediately preceding clause (a) shall accrue and be payable as provided in this clause (b) and shall, less interest actually paid to the Bank such period, constitute the "Excess Interest." If there is any accrued and unpaid Excess Interest as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate, to the extent permitted by law, until payment to the Bank of the entire Excess Interest.

(c) Notwithstanding the foregoing, on the Mandatory Prepayment Date or such other date on which no principal amount of the Term Loan remains unpaid, the Authority shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest.

(d) The obligations of the Authority under this Section 2.09 shall survive the termination of this Agreement and the repayment in full of the Term Loan.

*Section 2.10. Obligations Absolute.* The payment obligations of the Authority under this Agreement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following:

(a) any lack of validity or enforceability of this Agreement, the 2008B-1 Bond or any of the other Loan Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Loan Documents;

(c) the existence of any claim, set-off, defense or other right which the Authority may have at any time against the Bank or any other Person, whether in connection with this Agreement, the other Loan Documents, the transactions contemplated herein or therein or any unrelated transaction; or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Notwithstanding this Section, the Bank acknowledges the Authority may have the right to bring a collateral action with respect to one or more of the foregoing circumstances. The Authority's payment obligations shall remain in full force and effect pending the final disposition of any such action. All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid.

*Section 2.11. Reserved.*

*Section 2.12. Optional Redemption or Conversion Fee.* The Authority shall pay to the Bank a prepayment fee in connection with each prepayment of all or any portion of the Term Loan prior to April 22, 2016, in an amount equal to the product of (a) the Applicable Spread in effect on the date of such prepayment, (b) the principal amount of the Term Loan to be prepaid, and (c) a fraction, the numerator of which is equal to the number of days from and including the

date of such prepayment to and including April 22, 2016, and the denominator of which 365 days (366 days in a leap year), payable on the date of such prepayment.

*Section 2.13. Extension of Mandatory Repayment Date.* The Authority may request an extension of the Mandatory Repayment Date in writing in the form of Exhibit A hereto not more than one hundred twenty (120) days prior to the then current Mandatory Repayment Date. The Bank will make reasonable efforts to respond to such request within thirty (30) days after receipt of all information necessary, in the Bank's judgment, to permit the Bank to make an informed credit decision. If the Bank fails to definitively respond to such request within such 30-day period, the Bank shall be deemed to have refused to grant the extension requested. The Bank may, in its sole and absolute discretion, decide to accept or reject any such proposed extension and no extension shall become effective unless the Bank shall have consented thereto in writing. The Bank's consent, if granted, shall be conditioned upon the preparation, execution and delivery of documentation and the receipt of a Favorable Opinion of Bond Counsel, in each case in form and substance satisfactory to the Bank.

*Section 2.14. Increased Costs.*

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Bank or any Participant;

(ii) subject the Bank or any Participant to any taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Bank or any Participant any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to increase the cost to any the Bank or such Participant with respect to this Agreement, or the making, maintenance or funding of the Term Loan, or to reduce the amount of any sum received or receivable by the Bank or any Participant hereunder (whether of principal, interest or any other amount) then, upon request of the Bank or such Participant, the Authority will pay to the Bank or such Participant, such additional amount or amounts as will compensate the Bank or such Participant, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank or any Participant determines that any Change in Law affecting the Bank or such Participant or any the Bank's or such Participant's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the Bank's or such Participant's capital or liquidity or on the capital or liquidity of the Bank's or such Participant's holding company, if any, as a consequence of this Agreement or the extension of the Term Loan to a level below that which the Bank's or such Participant's holding company could have achieved but for such Change in Law (taking into

consideration the Bank's or such Participant's policies and the policies of the Bank's or such Participant's holding company with respect to capital adequacy), then from time to time the Authority will pay to the Bank or such Participant, such additional amount or amounts as will compensate the Bank or such Participant or the Bank's or such Participant's holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank or a Participant setting forth the amount or amounts necessary to compensate the Bank or a Participant or their respective holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the Authority shall be conclusive absent manifest error. The Authority shall pay the Bank or such Participant the amount shown as due on any such certificate within thirty (30) days after receipt thereof. In such certificate the Bank or Participant, as the case may be, shall certify that it is also claiming such compensation from other similarly situated borrowers of tax-exempt loans extended by the Bank or such Participant; *provided* no such certification shall be necessary if the cause for such compensation is limited to this facility. Notwithstanding the foregoing, no amounts pursuant to this Section 2.14 shall be invoiced to the Authority by the Bank or a Participant if the cause of the additional compensation was a downgrade of the Bank or such Participant or other credit deterioration of the Bank or such Participant.

(d) *Delay in Requests.* Failure or delay on the part of the Bank to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Bank's or such Participant's right to demand such compensation.

(e) *Survival.* All of the Authority's obligations under this Section 2.14 shall survive the termination of this Agreement and the repayment in full of the Term Loan.

(f) *Conditions to Additional Compensation.* Demand for compensation under this Section 2.14 shall be subject to the following conditions: (i) the Bank is demanding compensation under similar facilities to this loan agreement, provided however, that if the basis for such demand is specific to the State and/or its Laws, then this provisions shall apply only to similar facilities within the State, if any; and (ii) such demand shall not be caused by or related to any downgrade or other credit deterioration of the Bank, including without limitation, higher funding costs or greater reserve requirements applicable to the Bank as a result of such deterioration.

*Section 2.15. Withholding.* Any and all payments of principal, interest, fees and other sums due hereunder shall be made in the amount required hereunder without any reduction, deduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Authority, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. All of the Authority's obligations under this Section 2.15 shall survive the termination of this Agreement and the repayment in full of the Term Loan.

## ARTICLE III

## CONDITIONS PRECEDENT TO CREDIT EXTENSION

*Section 3.01. Conditions of Credit Extension.* The obligation of the Bank to make the Term Loan on the Effective Date is subject to the conditions precedent that the Bank shall have received, on or before the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Bank.

(a) The following Authority documents:

(i) Copies of the resolutions of the Authority approving the execution and delivery of the Loan Documents to be executed on the Effective Date and the other matters contemplated hereby, certified by the Authorized Officer of the Authority as being true and complete and in full force and effect on the Effective Date;

(ii) A certificate by the Authorized Officer of the Authority certifying the names and signatures of the persons authorized to sign, on behalf of the Authority, the Loan Documents to be executed on the Effective Date to which it is a party; and

(iii) the audited annual financial statements of the Authority for the fiscal year ended June 30, 2014.

(b) An executed original of this Agreement, the 2008B-1 Bond, the Supplement Resolution and a certified copy of the Master Senior Resolution and each supplement thereto.

(c) An executed copy of each Bank Agreement in effect that includes Rights of Acceleration.

(d) The following opinions, dated the Effective Date and addressed to the Bank or on which the Bank is otherwise expressly authorized to rely:

(i) from 2008B-1 Bond Counsel, an opinion as to the due authorization, execution, delivery and enforceability of the Loan Documents to which the Authority is a party, and such other customary matters as the Bank may reasonably request; and

(ii) from 2008B-1 Bond Counsel, an opinion as to the validity of the 2008B-1 Bond, that the interest on the Term Loan is excluded from gross income and such other customary matters as the Bank may reasonably request.

(e) A certificate dated the Effective Date and executed by an Authorized Officer certifying (i) that there has been no event or circumstance since June 30, 2014, that has had or could be reasonably expected to have, either individually or in the aggregate, a material adverse effect upon the operations, business, properties, liabilities or financial condition of the Authority, (ii) that the representations and warranties contained in Article IV hereof and the other Loan Documents are true and correct in all material respects on the Effective Date and (iii) no event

has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default.

(f) Evidence that the long-term unenhanced ratings assigned to Parity Indebtedness is at least "A3" (or its equivalent) by Moody's, "A-" (or its equivalent) by S&P and "A-" (or its equivalent) by Fitch.

*Section 3.02. Litigation.* The Bank shall have received a written description of all actions, suits or proceedings pending or threatened against the Authority in any court or before any arbitrator of any kind or before or by any Governmental Authority and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request.

*Section 3.03. Other Matters.* All other legal matters pertaining to the execution and delivery of this Agreement and the Loan Documents shall be satisfactory to the Bank and its counsel, and the Bank shall have received such other statements, certificates, agreements, documents and information with respect to the Authority and the other parties to the Loan Documents and matters contemplated by this Agreement as the Bank may reasonably request.

*Section 3.04. Payment of Fees and Expenses.* On or prior to the Effective Date, the Bank shall have received reimbursement (or direct payment) of the Bank's fees and expenses (including the legal fees and expenses of Chapman and Cutler LLP) and any other fees incurred in connection with the transaction contemplated by the Loan Documents.

## ARTICLE IV

## REPRESENTATIONS AND WARRANTIES

The Authority makes the following representations and warranties to the Bank as of the date hereof:

*Section 4.01. Organization and Powers.* The Authority: (a) is a body politic and corporate and an agency of the State, created under the laws of the State; (b) has or had, as applicable, all governmental power and authority, and all governmental licenses, authorizations, consents and approvals, to conduct its own business and own its properties (real and personal), to execute, deliver and perform this Agreement and the other Loan Documents to which it is or will be a party; and (c) had all governmental power and authority, and all governmental licenses, authorizations, consents and approvals, to adopt, execute and deliver the Senior Bond Resolution as amended and supplemented to date.

*Section 4.02. Authorization; Contravention.* The execution and delivery by the Authority of this Agreement and the Senior Bond Resolution and performance by the Authority of the Senior Bond Resolution, this Agreement and the other Loan Documents, and the making of the payments on the Term Loan: (a) have been duly authorized by all necessary action by the Authority; and (b) do not contravene, result in the violation of, or constitute a default under:

(i) any law, rule, order or regulation; (ii) any judgment, order or decree of any court or other Governmental Authority; or (iii) any agreement, indenture, resolution or other instrument to which the Authority is a party or by which it or any of its property is bound.

*Section 4.03. Governmental Consent or Approval.* No authorization, consent, approval, permit, license, exemption or other action by, and no filing or registration with, any court or governmental department, commission, board, bureau, agency or other Governmental Authority (including, without limitation, any voter referendum) is or will be necessary for the valid adoption, execution and delivery by the Authority of this Agreement or the Senior Bond Resolution or the performance by the Authority of its obligations under the Senior Bond Resolution, this Agreement or any of the other Loan Documents, except those which have been obtained on or prior to the Effective Date.

*Section 4.04. Binding Effect.* This Agreement, the Senior Bond Resolution and the other Loan Documents constitute legal, valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law and by limitations on legal remedies against public agencies in the State. The 2008B-1 Bond has been duly issued, executed and delivered in conformity with the Act and the Senior Bond Resolution, and constitutes the legal, valid and binding special, limited obligation of the Authority, enforceable in accordance with its terms, except as such enforceability may be limited by applicable reorganization, insolvency, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and entitled to the benefit and security of the Senior Bond Resolution.

*Section 4.05. Margin Stock.* The Authority is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds of the Term Loan will be used to purchase or carry any such margin stock or extend credit to others for the purpose of purchasing or carrying any such margin stock.

*Section 4.06. Litigation.* Except as otherwise disclosed by the Authority to the Bank in writing prior to the Effective Date, there is no pending or threatened action, suit or proceeding before any court, other Governmental Authority or arbitrator which could reasonably be expected to have a Material Adverse Effect.

*Section 4.07. No Event of Default.* The Authority is not in default under (i) any order, writ, injunction or decree of any court or Governmental Authority applicable to it, or (ii) any law or regulation applicable to it, or (iii) any of its Indebtedness, or (iv) any contract, agreement or instrument to which it is a party or by which it or its property is bound, in each case, which default could have a Material Adverse Effect; and, to the Authority's knowledge, no event has occurred which with the giving of notice or the passage of time or both would constitute such a

default. No Default or Event of Default has occurred or is continuing hereunder or under any other Loan Document.

*Section 4.08. Financial Statements.* (a) The financial statements of the Authority furnished to the Bank for the Fiscal Years ended June 30, 2013, and June 30, 2014, fairly present the financial condition of the Authority as of such dates and the results of its operations for the Fiscal Year ended on such dates, all in accordance with Generally Accepted Accounting Principles. Except as otherwise disclosed in writing to the Bank, such financial statements disclose all indebtedness outstanding of the Authority secured by or payable from System Pledged Revenues as of the respective dates thereof.

(b) There has been no material adverse change in the financial condition or operations of the Authority since June 30, 2014.

(c) There has been no material adverse change in the financial condition or operations of the Authority that could affect or impair the ability of the Authority to pay the Term Loan or any obligations hereunder or under the other Loan Documents.

*Section 4.09. Complete and Correct Information.* No Loan Document, and no certificate, report, statement or other document or information furnished to the Bank, with respect to the Authority in connection therewith or with the consummation of the transactions contemplated hereby, contains any material misstatement of fact necessary to make the statements contained therein not misleading. Except to the extent previously disclosed to the Bank in writing on or before the Effective Date, as of the Effective Date, there is no other fact known that could reasonably be expected to have a Material Adverse Effect or that has not been reflected in the audited financial statements referred to in Section 4.08 hereof.

*Section 4.10. Sovereign Immunity.* The Authority is not entitled to claim, with respect to itself or the System Pledged Revenues, the defense of sovereign immunity under current law in any action, suit or proceeding arising out of this Agreement or any other Loan Document; *provided, however*, in any action, suit or proceeding in which the Bank makes a claim or cause of action based on a tort, the Authority may assert the defense of sovereign immunity to the extent set forth in Section 768.28. Florida Statutes.

*Section 4.11. Compliance with Rules and Regulations.* The Authority is in compliance with all laws, ordinances, orders, rules and regulations applicable to it, noncompliance with which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

*Section 4.12. No ERISA Plans.* The Authority has never established, is not a party to and has never contributed to any "employee benefit plan" within the meaning of Section 3(3) of ERISA or any other form of bonus, incentive compensation, deferred compensation or other similar plan or arrangement, other than a "governmental plan" within the meaning of Section 414(d) of the Code or Section 3(32) of ERISA.

*Section 4.13. Tax-Exempt Status of the 2008B-1 Bond.* The Authority has not taken any action and knows of no action that any other Person has taken, which would cause interest on the Term Loan to be included in the gross income of the recipients thereof for Federal income tax purposes.

*Section 4.14. Incorporation of Representations and Warranties by Reference.* The Authority hereby makes to the Bank the same representations and warranties as are set forth in the Senior Bond Resolution and the other Loan Documents (in each case, as in effect on the Effective Date), which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Loan Documents shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the written consent of the Bank.

*Section 4.15. No Proposed Legal Changes.* Except to the extent previously disclosed to the Bank in writing on or before the Effective Date, there is no amendment or, to the knowledge of any Authorized Officer of the Authority, proposed amendment certified for placement on a statewide ballot, to the Constitution of the State or any published administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the State legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Term Loan, the 2008B-1 Bond or the Bank or the ability of the Authority to perform its obligations under this Agreement and the other Loan Documents.

*Section 4.16. Interest.* Other than with respect to Section 2.09 hereof (as to which no representation is made) none of the Loan Documents or the 2008B-1 Bond provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

*Section 4.17. Environmental Laws.* The Authority has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which noncompliance or remedial action could have a Material Adverse Effect.

*Section 4.18. System Pledged Revenues.* The 2008B-1 Bond is a "Bond" as such term is used in the Master Senior Resolution. The Senior Bond Resolution creates, for the benefit of the 2008B-1 Bond and the Obligations, the legally valid, binding and irrevocable lien on and pledge of the System Pledged Revenues. The 2008B-1 Bond and the payment of the other Obligations are payable from and secured by the System Pledged Revenues on a parity with all "Bonds" (as defined in the Master Senior Resolution) and all "Qualified Swap Payments" (as defined in the Master Senior Resolution) in accordance with the terms and provisions of the Senior Bond Resolution. There is no lien on or pledge of the System Pledged Revenues other than the liens and/or pledges created by or permitted pursuant to the terms of the Senior Bond Resolution and the Senior Bond Resolution does not permit the issuance of any Indebtedness to rank senior to

the 2008B-1 Bond as to priority of payment or lien on System Pledged Revenues. No filing, registration, recording or publication of the Senior Bond Resolution or any other instrument is required to establish the pledge provided for thereunder or to perfect, protect or maintain the lien created thereby on the System Pledged Revenues to secure the 2008B-1 Bond and the Obligations.

*Section 4.19. Anti-Terrorism Laws.* The Authority is not in violation of any Laws relating to terrorism or money laundering (*"Anti-Terrorism Laws"*), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the *"Executive Order"*), and the Patriot Act;

(a) The Authority is not any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the Office of Foreign Asset Control (*"OFAC"*) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(b) The Authority does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (a)(ii) above, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

## ARTICLE V

## COVENANTS

As long as this Agreement is in effect, and until all amounts payable hereunder and under the 2008B-1 Bond is paid in full, the Authority will perform and observe the covenants set forth below, unless the Bank shall otherwise consent in writing:

*Section 5.01. Information.* The Authority will deliver to the Bank:

(a) as soon as publicly available and in any event within one hundred eighty (180) days after the end of each Fiscal Year (i) a copy of the annual report and the audited financial statements of the Authority prepared in accordance with GAAP consistently applied and audited by independent certified public accountants of recognized standing, including a balance sheet of the Authority as of the end of such Fiscal Year and related statements of revenues, expenses and changes in fund equity and cash flows for the Fiscal Year ended, and (ii) a certificate of the chief financial officer (or interim chief financial officer) of the Authority stating that to the best of his or her knowledge, no Default or Event of Default as described in Section 6.01 hereof has occurred and is continuing, or if the Authority's chief financial officer (or interim chief financial officer) is unable to make the certifications required herein, he or she shall supply a statement setting forth the reasons for such inability, specifying the nature and extent of such reasons;

(b) as soon as available and in any event within (i) forty-five (45) days after the close of each calendar month, a copy of the Authority's unaudited monthly net revenue statement for the fiscal month then ended (with delivery to be deemed satisfied by posting of such unaudited monthly net revenue statements on the Authority's website at: http://www.oocea.com/Corporate/administration/Finances/StatisticalReports.aspx) and (ii) sixty (60) days after the close each of the first three fiscal quarters of the Authority, a certificate of the chief financial officer (or interim chief financial officer) of the Authority stating that to the best of his or her knowledge, no Default or Event of Default as described in Section 6.01 hereof has occurred and is continuing, or if the Authority's chief financial officer (or interim chief financial officer) is unable to make the certifications required herein, he or she shall supply a statement setting forth the reasons for such inability, specifying the nature and extent of such reasons; *provided,* that deliveries under this clause (b) shall only be required in the event the long-term unenhanced rating by any of the Rating Agencies then rating Parity Indebtedness is reduced below "Baa1" (or its equivalent) by Moody's, "BBB+" (or its equivalent) by S&P, or "BBB+" (or its equivalent) by Fitch,

(c) as soon as practicable but in any event within ten (10) Business Days after the issuance thereof, copies of any final prospectus, official statement, offering circular, placement memorandum, or similar or corresponding document, and any supplements thereto and updates and amendments thereof, that the Authority makes available in connection with the offering for sale of any securities issued by the Authority secured (directly or indirectly) by a pledge of or lien on any System Pledged Revenues and, on

request, copies of such other financial reports that the Authority shall customarily and regularly provide to the public (which delivery of any of the foregoing shall be deemed satisfied by the posting of such information by the Authority or on the Authority's behalf with Electronic Municipal Market Access (*"EMMA"*));

(d) forthwith upon the occurrence of any Default or Event of Default a certificate of an Authorized Officer, setting forth the details thereof and the action which the Authority is taking or proposes to take with respect thereto;

(e) promptly after the commencement thereof, but in any event not more than ten (10) Business Days after service of process against the Authority has been completed or the Authority obtains knowledge thereof, a written description of any actions, suits, and proceedings before any court or other Governmental Authority against the Authority which, if determined against the Authority, could reasonably be expected to have a Material Adverse Effect;

(f) as soon as practicable but in any event within ten (10) Business Days after the adoption of any amendment, supplement or other modification to the Senior Bond Resolution, a copy thereof;

(g) promptly upon written request of the Bank, copies of all reports filed with the Rating Agencies, copies of the Senior Bond Resolution, any other resolution, indenture, credit agreement or other evidence of indebtedness of the Authority, any information relating to the foregoing, or information relating to the System Pledged Revenues, or any other information about the financial condition, operations or business of the Authority, that the Bank may reasonably request; and

(h) as soon as practicable, but in any event within ten (10) Business Days after the Authority enters into a new Swap Contract, a list of all of the Authority's outstanding Swap Contracts and each Swap Counterparty thereto.

*Section 5.02. Maintenance of Books; Access to Records.* The Authority will keep proper books of record and account in which full, true and correct entries in accordance with GAAP and the financial statements delivered to the Bank pursuant to Sections 5.01(a) and 5.01(b) hereof shall reflect the Term Loan. All financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements, except as otherwise specifically prescribed herein. The Authority will furnish to the Bank such information regarding the financial condition, results of operations or business of the Authority as the Bank may reasonably request and will permit any officers, employees or agents of the Bank to visit and inspect any of the properties of the Authority and to discuss matters reasonably pertinent to an evaluation of the credit of the Authority, all at such reasonable times as the Bank may reasonably request.

*Section 5.03. Proceeds of Term Loan.* The proceeds of the Term Loan on the Effective Date will be used by the Authority solely for the purpose of providing funds to effect the

conversion of the 2008B-1 Bonds to the Bank Rate Mode (as defined in the Ninth Supplemental Resolution).

*Section 5.04. No Amendment.* The Authority will not amend, supplement, modify or waive any of the provisions of any of the Loan Documents or consent to any of the foregoing without the prior written consent of the Bank, which consent shall not be unreasonably withheld. The Authority will give the Bank notice as promptly as practicable (but in no event less than fifteen (15) Business Days) prior to any proposed amendment, supplement, modification or waiver of any provision of the Senior Bond Resolution and of any meeting of the Authority's Governing Board at which any of the foregoing will be discussed or considered.

*Section 5.05. Taxes and Liabilities.* The Authority will pay all of its indebtedness and obligations promptly and in accordance with its terms and pay and discharge, or cause to be paid and discharged, promptly all taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its property, real, personal, or mixed, or upon any part thereof, before the same shall become in default, except for those matters which are being contested in good faith by appropriate action or proceedings or for which the Authority has established adequate reserves in accordance with GAAP applied on a consistent basis.

*Section 5.06. Further Assurances.* The Authority will, at any and all times, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, assignments, recordings, filings, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, revenues, other funds and the System Pledged Revenues or assigned pursuant to the Senior Bond Resolution to the payment of the Term Loan and the other obligations of the Authority hereunder, or intended so to be, of which the Authority may become bound to pledge or assign.

*Section 5.07. Compliance with Rules and Regulations.* The Authority shall comply with all laws, ordinances, orders, consents, licenses, approvals, authorizations, rules and regulations of all Governmental Authorities, except for any noncompliance which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

*Section 5.08. Insurance.* The Authority will maintain and procure at all times insurance in accordance with Section 5.7 of the Master Senior Resolution.

*Section 5.09. Exempt Status.* The Authority shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest on the Term Loan from the gross income of the Bank thereof for Federal Income tax purposes.

*Section 5.10. Additional Indebtedness.* (a) Without the prior written consent of the Bank, the Authority shall not issue, other than in accordance with the terms and provisions of the Senior Bond Resolution, any Indebtedness or Parity Indebtedness secured by a parity pledge of and lien on the System Pledged Revenues.

(b) In accordance with the provisions of Section 5.5(A) of the Master Senior Resolution, the Authority shall not issue or incur any Indebtedness payable from or secured by a

lien on or pledge of the System Pledged Revenues that is senior to the lien and/or pledge of the System Pledged Revenues created by the Senior Bond Resolution securing the 2008B-1 Bond and the Obligations.

*Section 5.11. Incorporation of Covenants by Reference.* The Authority agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in the Senior Bond Resolution and the other Loan Documents, which provisions (with the exception of any Swap Contract), as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that: (i) any such incorporated provision permits any Person to waive compliance with or consent to such provisions or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person; and (ii) any such waiver or consent or acceptance of a document, opinion or other instrument would adversely affect the interests of the Bank for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to in writing by the Bank and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank. Without the written consent of the Bank, no amendment to such covenants and agreements or defined terms made pursuant to the Senior Bond Resolution or the other Loan Documents shall be effective to amend such covenants and agreements and defined terms as incorporated by reference herein.

*Section 5.12. No Priority for Certain Indebtedness.* Except for additional Indebtedness issued in accordance with Section 5.10 hereof, the Authority will not issue any Indebtedness having a lien and charge upon all or part of the System Pledged Revenues that is senior to or on a parity with the Term Loan, the 2008B-1 Bond and the other Obligations. Additionally, except with respect to any Swap Contracts in effect on the date hereof, no Swap Termination Payments shall be secured by any lien on the System Pledged Revenues which is senior to or on a parity with the payment of principal of or interest on the Term Loan.

*Section 5.13. No Sovereign Immunity.* To the fullest extent permitted by law, the Authority hereby agrees not to assert the defense of sovereign immunity in any legal proceeding by the Bank to enforce or collect upon the obligations of the Authority under this Agreement, the other Loan Documents or the transactions contemplated hereby; *provided, however*, in any action, suit or proceeding in which the Bank makes a claim or cause of action based on a tort, the Authority may assert the defense of sovereign immunity to the extent set forth in Section 768.28. Florida Statutes.

*Section 5.14. Rating of Parity Bonds.* The Authority shall at all times maintain at least one long-term unenhanced rating from a Rating Agency on any publicly offered Parity Bonds.

*Section 5.15. Most Favored Nations Regarding Acceleration.* (a) During any period in which this Agreement is in effect or amounts remain due and owing hereunder, if the Authority has entered into or shall enter into or otherwise consent to any Bank Agreement which includes the right, upon the occurrence and during the continuance of an event of default thereunder, to direct or declare the payment of the principal of or interest on any System Pledged Revenues Indebtedness to be due and payable prior to its maturity including, without limitation, through the

direction of an acceleration, and unscheduled redemption or unscheduled mandatory tender of such System Pledged Revenues Indebtedness (herein, *"Rights of Acceleration"*), and on the date the Bank's rights under this Section 5.5 are being determined, such Rights of Acceleration are in effect with respect to another Bank Agreement, then the Bank shall have the right, upon the occurrence and continuation of an Event of Default hereunder, to declare the Term Loan all other Obligations hereunder to be, and such amounts shall thereupon become, due and payable on such shorter schedule as provided in such Bank Agreement without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Authority.

(b) Promptly upon entering into any Bank Agreement which includes Rights of Acceleration, the Authority shall provide the Bank with a copy of such Bank Agreement, and such Rights of Acceleration shall automatically be deemed to be incorporated into this Agreement and the Bank shall have the benefits of such Rights of Acceleration as is specifically set forth herein; *provided* that the Bank shall have and maintain the benefit of such Rights of Acceleration even if the Authority fails to provide such notice.

(c) The Bank shall have the benefit of any Rights of Acceleration incorporated into this Agreement pursuant to this Section 5.15 until such time as no Bank Agreement then in effect provides for Rights of Acceleration, or any such Rights of Acceleration are in forbearance, whether by amendment removing such Rights of Acceleration, excluding or eliminating Rights of Acceleration, substitution of another Bank Agreement that excludes or eliminates Rights of Acceleration, or by release, termination or discharge of the related System Pledged Revenues Indebtedness. In the event the Authority amends any Bank Agreement to remove Rights of Acceleration or releases, terminates or discharges any System Pledged Revenues Indebtedness that provide for Rights of Acceleration the Authority shall provide written notice to the Bank thereof. The Rights of Acceleration granted pursuant to this Agreement shall be deemed to be in forbearance to the extent that such treatment causes all other Rights of Acceleration under other Bank Agreements to be in forbearance.

*Section 5.16. Disclosure of Related Documents.* No later than ten (10) Business Days after the Effective Date, the Authority shall (a) provide substantially final or executed copies of the Ninth Supplemental Resolution and this Agreement to each Rating Agency, and (b) post or cause to be posted the Ninth Supplemental Resolution and this Agreement on EMMA with redactions that are reasonably satisfactory to the Bank.

## ARTICLE VI

## EVENTS OF DEFAULT, REMEDIES

*Section 6.01. Events of Default and Remedies.* If any of the following events shall occur, each such event shall be an *"Event of Default"*:

(a) the Authority shall fail to pay (i) the principal of the Term Loan or the 2008B-1 Bond when due or (ii) the interest on the Term Loan or the 2008B-1 Bond and such failure shall continue for a period of three (3) days;

(b) the Authority shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the 2008B-1 Bond and such failure shall continue for ten (10) days);

(c) any representation or warranty made by or on behalf of the Authority in this Agreement or in any other Loan Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered; or

(d) the Authority shall default in the due performance or observance of any of the covenants set forth in Section 5.01, 5.03, 5.04, 5.05, 5.09, 5.10, 5.11, 5.12, 5.13 and 5.14 hereof; or

(e) the Authority shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Loan Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof; or

(f) one or more final, unappealable judgments against the Authority for the payment of money, which, individually or in the aggregate, equal or exceed $10,000,000, shall remain unpaid, unstayed, undischarged, unbonded or undismissed for a period of sixty (60) days, provided however, that such judgments shall not be deemed to cause an Event of Default hereunder during any period that the Authority can demonstrate to the reasonable discretion of the Bank that (i) the Authority has adequate cash or cash equivalents to satisfy such judgments, and (ii) the application and use of such cash or cash equivalents will not have a Material Adverse Effect, and will not adversely affect the Authority's ability to satisfy its Obligations under this Agreement, or with respect to any Parity Indebtedness; or

(g) (i) the Authority shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it, or seeking to declare a moratorium with respect to the payment of principal of or interest on any indebtedness of the Authority senior to or on a parity with the 2008B-1 Bond and secured by and payable from the System Pledged Revenues, or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or for all of the System Pledged Revenues, or the Authority shall make a general assignment for the benefit of its creditors; or

(ii) there shall be commenced against the Authority any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in an order for such relief or in the appointment of a receiver or similar

official or (B) remains undismissed, undischarged, unstayed or unbonded for a period of sixty (60) days; or

(iii) there shall be commenced against the Authority, any case, proceeding or other action seeking, issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets or for all of the System Pledged Revenues, which (A) results in the entry of an order for any such relief or (B) shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or

(iv) the Authority shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or

(v) the Authority, by official action of its Governing Board, shall admit in writing its inability to pay its debts generally as they become due, or shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code; or

(vi) (A) the Authority shall impose a debt moratorium, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Parity Indebtedness or (B) any Governmental Authority having appropriate jurisdiction over the Authority shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Term Loan or any other System Pledged Revenues Indebtedness.

(h) (i) any provision of this Agreement or any Loan Document related to (A) payment of principal of or interest on the Term Loan or any other Parity Indebtedness, or (B) the validity or enforceability of the pledge of the System Pledged Revenues shall at any time for any reason cease to be valid and binding on the Authority as a result of a finding or ruling by a court or Governmental Authority with competent jurisdiction, or shall be declared, in a final non-appealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable; or

(ii) the validity or enforceability of any material provision of this Agreement or any Loan Document related to (A) payment of principal of or interest on the Term Loan or any other Parity Indebtedness, or (B) the validity or enforceability of the pledge of the System Pledged Revenues shall be publicly contested by the governing body of the Authority or the governing body of the Authority shall repudiate or otherwise deny that it has any further liability or obligation with respect thereto; or

(iii) any other material provision of this Agreement or any other Loan Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the Authority as a result of a ruling or finding by a court or a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the governing body of the Authority or the governing body of the Authority shall repudiate or otherwise deny that it has any further liability or obligation with respect thereto; or

(i) the Authority shall (i) default on the payment of the principal of or interest on any Parity Indebtedness, including, without limitation, any regularly scheduled payments on Swap Contracts, aggregating in excess of $5,000,000, beyond the period of grace, if any, provided in the instrument or agreement under which such Parity Indebtedness was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any Parity Indebtedness, aggregating in excess of $5,000,000, or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to cause the holder or holders of such Parity Indebtedness (or a trustee or agent on behalf of such holder or holders) to take remedial action with respect thereto, including, without limitation, reserving rights or providing notice of an event of default, imposing penalty rates, or causing such Parity Indebtedness to become due prior to its stated maturity; or

(j) the long-term unenhanced rating by any of the Rating Agencies then rating Parity Indebtedness shall be withdrawn or suspended for credit related reasons or is reduced below "Baa3" (or its equivalent) by Moody's, "BBB-" (or its equivalent) by S&P, or "BBB-" (or its equivalent) by Fitch; or

(k) any "event of default" under any of the Loan Documents which is not cured within any applicable cure period and which, if not cured, would give rise to remedies available thereunder; or

(l) any legislation shall be enacted or amended which event, in the reasonable judgment of the Bank, materially adversely effects the ability of the Authority to make payment on the 2008B-1 Bond or any Obligations owed to the Bank hereunder at the respective times that such payments are due and owing.

*Section 6.02. Remedies.* Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, the Bank at its option may take any one or more of the following actions:

(a) increase the interest rate on the Term Loan and all other outstanding Obligations hereunder to the Default Rate;

(b) pursue any rights and remedies it may have under the Loan Documents; or

(c) pursue any action available at law or in equity.

*Section 6.03. Rights of Acceleration.* Notwithstanding Section 6.02 hereof, in the event that, as of the date the Bank is exercising its Rights of Acceleration, the Bank then has the benefit of Rights of Acceleration pursuant to Section 5.15 hereof, upon the occurrence and during the continuance of an Event of Default hereunder, the Bank may exercise such Rights of Acceleration.

*Section 6.04. Remedies Cumulative; Solely for the Benefit of the Bank.* To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to the Bank in the Loan Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Bank, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Bank specified herein are for the sole and exclusive benefit, use and protection of the Bank, and the Bank is entitled, but shall have no duty or obligation to the Authority or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Bank hereunder or under any of the other Loan Documents.

*Section 6.05. Discontinuance of Proceedings.* In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the Authority and the Bank shall be restored to their former positions with respect to the Obligations, the Loan Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

## ARTICLE VII

## MISCELLANEOUS

*Section 7.01. Amendments, Etc.* No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Authority therefrom, shall be effective unless in writing signed by the Bank and the Authority, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto. In furtherance and not in limitation of

the foregoing, it shall be a condition precedent to the effectiveness of any amendment of the defined terms *"Applicable Spread," "Index Rate," "SIFMA Rate," "SIFMA Reset Date"* and *"Maturity Date"* and Schedule II hereto that the Bank receive a Favorable Opinion of Bond Counsel with respect to such amendment.

*Section 7.02. Notices; Effectiveness; Electronic Communication.* (a) Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by fax transmission or e-mail transmission as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, if to the Authority or the Bank, to the address, fax number, e-mail address or telephone number specified for such Person on Schedule I. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax transmission or e-mail transmission shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (c).

(b) *Electronic Communications.* Notices and other communications to the Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Bank. The Bank or the Authority, in its discretion, agrees to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it provided that the approval of such procedures may be limited to particular notices or communications.

(c) Unless the Bank otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii), if such notice, email or other communication is not sent at or prior to 5:00 P.M. on a Business Day, such notice, email or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(d) *Change of Address, Etc.* Each of the Authority and the Bank may change its address, fax number or telephone number or e-mail address for notices and other communications hereunder by written notice to the other parties hereto.

(e) *Reliance by the Bank.* The Bank shall be entitled to rely and act upon any notices (including telephonic or electronic notices) purportedly given by or on behalf of the Authority even if (i) such notices were not made in a manner specified herein, were incomplete or were not

preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. All telephonic notices to and other telephonic communications with the Bank and the Authority may be recorded by the Authority and the Bank, respectively, and each of the parties hereto hereby consents to such recording.

*Section 7.03. No Waiver; Cumulative Remedies.* No failure by the Bank to exercise, and no delay by the Bank in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

*Section 7.04. Costs and Expenses; Damage Waiver.* (a) The Authority shall pay (i) all reasonable out-of-pocket expenses incurred by the Bank and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Bank), in connection with the preparation, negotiation, execution, and delivery of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Bank in connection with extension of the Term Loan and (iii) all reasonable out-of-pocket expenses incurred by the Bank (including the reasonable fees, charges and disbursements of any counsel for the Bank), and all reasonable fees and time charges for attorneys who may be employees of the Bank, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the extension of the Term Loan, including all such reasonable out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such purchase.

(b) *Indemnification by the Authority.* In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Authority hereby agrees (to the extent permitted by law) to indemnify and hold harmless the Bank and its officers, directors and agents of the Bank appointed pursuant to this Agreement or the Loan Documents (each, an *"Indemnitee"*) from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) which are incurred by, or which are claimed against, an Indemnitee by any Person or entity whatsoever (collectively, the *"Liabilities"*) (a) by reason of or related directly to (i) the execution and delivery or transfer of, or payment or failure to pay under, any Loan Document; (ii) the issuance of the 2008B-1 Bond; and (iii) the use of the proceeds of the Term Loan, *provided* that the Authority shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or negligence of such Indemnitee. If any proceeding shall be brought or threatened against an Indemnitee by reason of or in connection with the events described in clause (a), (b) or (c) as a condition of indemnity hereunder each Indemnitee shall promptly notify the Authority in writing and the Authority shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnitee and the payment of all reasonable costs of litigation.

Notwithstanding the preceding sentence, each Indemnitee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the Authority, or (ii) the Authority, after due notice of the action, shall not have employed counsel reasonably satisfactory to such Indemnitee to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnitee shall be borne by the Authority. Nothing under this Section 7.04(c) is intended to limit the Authority's payment of the Term Loan and the 2008B-1 Bond.

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable law, the Authority shall not assert, and hereby waives, and acknowledges that no other Person shall have, 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 other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the Term Loan or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the negligence or willful misconduct of such Indemnitee.

(d) *Payments.* All amounts due under this Section shall be payable not later than thirty (30) days after demand therefor.

(e) *Survival.* The agreements in this Section shall survive the payment in full of the Term Loan, the repayment, satisfaction or discharge of all other Obligations and the termination of this Agreement.

*Section 7.05. Payments Set Aside.* To the extent that any payment by or on behalf of the Authority is made to the Bank, and such payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential or required (including pursuant to any settlement entered into by the Bank in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such repayment, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made.

*Section 7.06. Successors and Assigns.*

(a) *Successors and Assigns Generally.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted by this Section. The Authority may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. The Bank may assign or otherwise transfer any of its right or obligations hereunder upon providing the

Authority with prior written notice; *provided* that no such notice shall be required for an assignment or transfer to an Affiliate of the Bank or a funding entity or other special purpose arrangement established by the Bank or an Affiliate of the Bank; *and provided further* such assignee accepts the terms and provisions of this Agreement and the Loan Documents unless the Authority agrees in writing to the contrary.

In the event the Bank assigns or transfers its rights or obligations hereunder, the Bank shall, acting solely for this purpose as an agent of the Authority, maintain a register on which it enters the name and address of each assignee or transferee and the principal amounts (and stated interest) of each assignee's or transferee's interest in the Term Loan or other obligations under the Loan Documents (the *"Transferee Register"*); *provided* that, other than to the Authority, the Bank shall not have any obligation to disclose all or any portion of the Transferee Register (including the identity of any assignee or transferee or any information relating to an assignee's or transferee's interest in the Term Loan or other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Transferee Register shall be conclusive absent manifest error.

(b) *Participations.* The Bank may at any time, without the consent of, or notice to, the Authority, sell participations to any Person (other than a natural Person or the Authority or any of the Authority's Affiliates) (each, a *"Participant"*) in all or a portion of the Bank's rights and/or obligations under this Agreement (including all or a portion of the Term Loan); *provided* that (i) the Bank's obligations under this Agreement, the 2008B-1 Bond and the other Loan Documents shall remain unchanged, (ii) the Bank shall remain solely responsible to the Authority hereto for the performance of such obligations and (iii) the Authority shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations under this Agreement, the 2008B-1 Bond and the other Loan Documents.

Any agreement or instrument pursuant to which the Bank sells such a participation shall provide that the Bank shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; *provided* that such agreement or instrument may provide that the Bank will not, without the consent of the Participant, agree to any amendment, waiver or other modification that affects such Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Sections 2.14, 2.15 and 7.04 as though it were the Bank.

In the event the Bank sells a participation, the Bank shall, acting solely for this purpose as an agent of the Authority, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Term Loan or other obligations under the Loan Documents (the *"Participant Register"*); *provided* that the Bank shall not have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in the Term Loan or other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103-1(c) of the United States

Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error.

(c) *Certain Pledges.* The Bank may at any time pledge or grant a security interest in all or any portion of its rights under this Agreement (including under its 2008B-1 Bond, if any) to secure obligations of the Bank, including any pledge or grant to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or grant shall release the Bank from any of its obligations hereunder or substitute any such pledgee or grantee for the Bank as a party hereto.

*Section 7.07. Treatment of Certain Information; Confidentiality* To the extent permitted by law, each of the Authority and the Bank agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Authority and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Authority or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the consent of the Authority or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Bank or any of its Affiliates on a nonconfidential basis from a source other than the Authority. For purposes of this Section, "Information" means all information received from the Authority relating to the Authority or any of their respective businesses, other than any such information that is available to the Bank on a nonconfidential basis prior to disclosure by the Authority, provided that, in the case of information received from the Authority after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

*Section 7.08. Counterparts; Integration; Effectiveness.* This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and

understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3.01, this Agreement shall become effective when it shall have been executed by the Bank and when the Bank shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or e-mail transmission (*e.g.*, "*pdf*" or "*tif*") shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered under the terms of any Loan Document, upon the request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart.

*Section 7.09. Survival of Representations and Warranties.* All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Bank, regardless of any investigation made by the Bank or on its behalf and notwithstanding that the Bank may have had notice or knowledge of any Default at the time of making the Term Loan, and shall continue in full force and effect as long as any other Obligation hereunder shall remain unpaid or unsatisfied .

*Section 7.10. Severability.* If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

*Section 7.11.* (a) *Governing Law.* THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK; *PROVIDED* THAT CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THE AUTHORITY'S OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE CAPACITY, POWER AND AUTHORITY OF THE AUTHORITY TO ENTER INTO AND PERFORM ITS OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE.

(b) *Waiver of Venue.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) *Service of Process.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

*Section 7.12. Waiver of Jury Trial.* EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

*Section 7.13. No Advisory or Fiduciary Relationship.* In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Authority acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (a) (i) the services regarding this Agreement provided by the Bank and any Affiliate thereof are arm's-length commercial transactions between the Authority, on the one hand, and the Bank and its Affiliates, on the other hand, (ii) the Authority has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Authority is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b) (i) the Bank and its Affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Authority, or any other Person and (ii) neither the Bank nor any of its Affiliates has any obligation to the Authority with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (c) the Bank and its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Authority, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the Authority. To the fullest extent permitted by law, the Authority, hereby waives and releases any claims that it may have against the Bank or any of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated hereby.

*Section 7.14. Electronic Execution of Certain Documents.* The words "execute," "execution," "signed," "signature," and words of like import in any Loan Document (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Bank, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

*Section 7.15. USA Patriot Act.* The Bank is subject to the Patriot Act and hereby notifies the Authority that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Authority, which information includes the name and address of the Authority and other information that will allow the Bank to identify the Authority in accordance with the Patriot Act. The Authority shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

*Section 7.16. Time of the Essence.* Time is of the essence of the Loan Documents.

*Section 7.17. Entire Agreement.* This Agreement and the other Loan Documents represent the final agreement among the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements among the parties.

*Section 7.18. Further Assurances.* From time to time upon the request of either party hereto, the other shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Loan Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Bank, the Authority will, at the Authority's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Loan Documents. Upon any failure by the Authority to do so, the Bank may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Authority, all at the sole expense of the Authority, and the Authority hereby appoints the Bank the agent and attorney-in-fact of the Authority to do so, this appointment being coupled with an interest and being irrevocable. In addition, at any time, and from time to time, upon request by the Bank, the Authority will, at the Authority's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Bank, be necessary or desirable in order to verify the Authority's identity and background in a manner satisfactory to the Bank.

*Section 7.19. No Third-Party Rights.* Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the Authority, the Bank, any successors and assigns thereof, or any Participant, any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the aforementioned parties.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By_____
Name: Welton Cadwell
Title: Chairman

BARCLAYS BANK PLC

By_____
Name: James Saakvitne
Title: Authorized Signatory for and on behalf of Barclays Bank PLC

## SCHEDULE I

## ADDRESSES

| | |
|---|---|
| The Authority: | Central Florida Expressway Authority<br>4974 ORL Tower Road<br>Orlando, Florida 32807<br>Attention: Chief Financial Officer<br>Facsimile: (407) 690-5031<br>Telephone: (407) 690-5000 |
| The Bank: | Barclays Bank PLC<br>745 Seventh Avenue, 19th Floor<br>New York, New York 10019<br>Attention: James Saakvitne<br>Facsimile: (212) 528-1053<br>Telephone: (917) 254-1353 |
| With respect to payments: | Barclays Bank PLC<br>A/C#: [_____]<br>ABA#: [_____]<br>Beneficiary: [_____]<br>Attention: [_____] |

## SCHEDULE II

## PRINCIPAL AMORTIZATION

| PRINCIPAL PAYMENT DATES | PRINCIPAL AMOUNT |
|---|---|
| _____, 2015 | $_____ |
| _____, 2016 | $_____ |
| _____, 2017 | $_____ |
| _____, 2018 | $_____ |
| _____, 2019 | $_____ |
| _____, 2020 | $_____ |
| _____, 2021 | $_____ |
| _____, 2022 | $_____ |
| _____, 2023 | $_____ |
| _____, 2024 | $_____ |
| _____, 2025 | $_____ |
| _____, 2026 | $_____ |
| _____, 2027 | $_____ |
| _____, 2028 | $_____ |
| _____, 2029 | $_____ |
| _____, 2030 | $_____ |

**EXHIBIT A**

**FORM OF REQUEST FOR EXTENSION**

Barclays Bank PLC
745 Seventh Avenue, 19th Floor
New York, New York 10019
Attention: [_____]

Ladies and Gentlemen:

Reference is made to the Term Loan Agreement dated as of April 22, 2015 (together with any amendments or supplements thereto, the *"Agreement"*), between the undersigned, the Central Florida Expressway Authority (the *"Authority"*), and Barclays Bank PLC (the *"Bank"*). All terms defined in the Agreement as are used herein as defined therein.

The Authority hereby requests, pursuant to Section 2.13 of the Agreement, that the Mandatory Repayment Date be extended to _____ __, 20__. Pursuant to such Section 2.13, we have enclosed with this request the following instructions:

1. A reasonably detailed description of any and all Defaults or Events of Default that have occurred and are continuing;

2. Confirmation that all representations and warranties of the Authority as set forth in Article IV of the Agreement are true and correct as though made on the date hereof and that no Default or Event of Default has occurred and is continuing on the date hereof;

3. A Favorable Opinion of Bond Counsel with respect to such extension; and

4. Any other pertinent information previously requested by the Bank.

The Bank is required to make reasonable efforts to notify the Authority of its decision with respect to this request within thirty (30) days of the date of receipt thereof. If the Bank fails to notify the Authority of the Bank's decision within such 30-day period, the Bank shall be deemed to have rejected such request.

Very truly yours,

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By_____
Name:_____
Title:_____

# CONSENT AGENDA ITEM

# #13

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Approval of Purchase Order for Carousel Industries for Switches for Local Area Network Communications and Support

Board approval is requested to issue a purchase order in the amount of $79,549.34 to Extreme Networks authorized vendor Carousel Industries. Unit prices for the required items are based on GSA Contract No. GS-35F-0511T.

Each mainline plaza contains a network switch that provides communication for all the toll equipment, phones, desktops and monitoring equipment. The current switches have reached end of life and are no longer supported by the manufacturer. The plaza equipment is dependent upon this equipment for all network communications. The purchase order will allow replacement of the current switches and provide for one year of support.

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction and Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Corey Quinn, Director of Expressway Operations

Carousel INDUSTRIES®

Extreme Networks

Created By: Vishal Nanda
Account Executive: Ken Jones
Report Created: 3/3/2015
Tracking Number: 195732 GSA # GS-35F-0511T

**Product**

| Deliverable | Part # | Description | Qty | MSRP/Unit | MSRP/Total | Extended Price |
|---|---|---|---|---|---|---|
| | 16716 | X460-G2-24t-GE4-Base Summit X460-G2 24 10/100/1000BASE-T, 12 100/1000BASE-X unpop'd SFP (4 SFP ports shared), Rear VIM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license | 10 | $3,705.00 | $37,050.00 | $15,809.24 |
| | 16717 | X460-G2-48t-GE4-Base Summit X460-G2 48 10/100/1000BASE-T, 4 1GBASE-X unpop'd SFP, Rear VIM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license | 2 | $6,205.00 | $12,410.00 | $5,295.35 |
| | 16422 | Core Lic from Edge Lic - X460/-G | 27 | $2,995.00 | $80,865.00 | $34,505.10 |
| | 16423 | SX460 Core Lic from Adv Edge | 5 | $1,995.00 | $9,975.00 | $4,256.33 |
| | 10930A | Summit 300W AC PSU XT | 24 | $495.00 | $11,880.00 | $5,069.20 |
| | 10945 | FAN Module for Summit X470 Series Switches - front to back airflow | 12 | $295.00 | $3,540.00 | $1,510.52 |
| | 10053H-AO | AddOn SFP (mini-GBIC) Module 1000BASE-ZX SFP SMF F/EXTREME 1550NM 80KM LC ITEMP 100%COMPATIBLE | 20 | $220.00 | $4,400.00 | $4,400.00 |
| | 10061 | Pwr Cord,10A,NEMA 5-15P,IEC320-C13 | 24 | $15.00 | $360.00 | $153.61 |
| | | | | | $0.00 | $0.00 |
| | | | | Sub-Total | $160,480.00 | $70,999.34 |

**Installation - Project Management**

| Deliverable | Part # | Description | Qty | MSRP/Unit | MSRP/Total | Extended Price |
|---|---|---|---|---|---|---|
| | 00049 | | | | $0.00 | $0.00 |
| | 00049 | | | | $0.00 | $0. |
| | 00049 | | | | $0.00 | $0.( |
| | | | | Sub-Total | $0.00 | $0.00 |

**Manufacturer Training & Professional Services**

| Deliverable | Part # | Description | Qty | MSRP/Unit | MSRP/Total | Extended Price |
|---|---|---|---|---|---|---|
| | | | | | $0.00 | $0.00 |
| | | | | | $0.00 | $0.00 |
| | | | | | $0.00 | $0.00 |
| | | | | Sub-Total | $0.00 | $0.00 |

**Support Contract**

| Deliverable | Part # | Description | Qty | MSRP/Unit | MSRP/Total | Extended Price |
|---|---|---|---|---|---|---|
| 16716 | 95504-16716 | Carousel Extreme Essential - PW NBD AHR 16716 - 1 Year | 10 | $185.00 | $1,850.00 | $1,850.00 |
| 16717 | 95504-16717 | Carousel Extreme Essential - PW NBD AHR 16717 - 1 Year | 2 | $310.00 | $620.00 | $620.00 |
| 16422 | 95600-X460CORE | Carousel Extreme Essential - PWP Software and TAC-X460CORE - 1 Year | 27 | $190.00 | $5,130.00 | $5,130.00 |
| 16423 | 95600-X460CORE | Carousel Extreme Essential - PWP Software and TAC-X460CORE - 1 Year | 5 | $190.00 | $950.00 | $950.00 |
| | | | | Sub-Total | $8,550.00 | $8,550.00 |

| | MSRP | EXTENDED |
|---|---|---|
| Product Total | $160,480.00 | $70,999.34 |
| Installation - Project Management Total | $0.00 | $0.00 |
| Training -Profesional Services Total | $0.00 | $0.00 |
| Support Contract Total | $8,550.00 | $8,550.00 |
| TOTAL | $169,030.00 | $79,549.34 |

**NOTES:**

# CONSENT AGENDA ITEM

# #14

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Approval of Purchase Order for Great Lakes Computer for Toll Transactions Database Repository

Board approval is requested to issue a purchase order in the amount of $70,722.50 to Great Lakes Computer to procure refurbished equipment to store and process all toll transactions. The equipment also stores information on customer accounts, billing, statements, etc. Since the current equipment is outdated new equipment can no longer be purchased.

Until the Centralized Customer Service System (CCSS) becomes operational, it will be necessary to use refurbished equipment in the event one of the current production servers fails. The use of refurbished equipment provides the most economical and feasible solution to keep the legacy system running until the CCSS is fully functional.

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

GREAT LAKES COMPUTER

# QUOTATION

5555 Corporate Exchange CT SE
Grand Rapids, MI 49512

**Central Florida Expressway Authority**
**Rene Rodrigue**
e Rene.Rodrigue@cfxway.com
p (407) 690-5162

**Quote#:** QTE0226512
**Date:** 3/10/2015
**Expiration Date:** 4/17/2015

| Qty | Part Number | Description | Unit Price | Ext. Price |
|---|---|---|---|---|
| **2** | | **rx6600** | **$ 22,525.00** | **$ 45,050.00** |
| 2 | AD132A | Integrity rx6600-CTO, No Memory, No Processors, No | INCL | INCL |
| 4 | AD389A | 1.6GHz/18MB DC Intel Itanium Montvale 9140N CPU | INCL | INCL |
| 2 | AD052A | HP Integrity rx3600/rx6600 Redundant Power Supply | INCL | INCL |
| 2 | AD296A#100 | HP RX6600 PCI-X 2.0 I/O BACKPLANE | INCL | INCL |
| 2 | AB036B | PCI-X 8-Port Internal SCSI HBA (#006, #106) | INCL | INCL |
| 2 | AB037A | HP RX6600 2ND INTERNAL STORAG CONTROLLER | INCL | INCL |
| 8 | AB566A | 16GB PC2-4200/5300 DDR2 SDRAM MEMORY QUAD(4x4gb) | INCL | INCL |
| 4 | AD126A | HP rx6600 24-DIMM MEMORY CARRIER BOARD | INCL | INCL |
| 2 | AD143A | DVD+RW drive, Slimline | INCL | INCL |
| 2 | A7173A | HP DUAL CHANNEL ULTRA320 SCSI ADAPTER | INCL | INCL |
| 4 | AB378B | HP PCI-X 2.0 1PORT 4GB FIBRE CHANNEL HBA | INCL | INCL |
| 2 | AD053A | HP INTEGRITY UNIVERSAL RACK KIT | INCL | INCL |
| 2 | AD301A | Integrity Essentials Integrated Lights-Out 2 Advanced Pack | INCL | INCL |
| 2 | 396634-001 | HP SERIAL INTERFACE ADAPTER | INCL | INCL |
| 8 | BA397AC | HP VMS I64 EOE PCL LTU MAX4 PROC W/ SYS | INCL | INCL |
| **1** | | **MSA1000** | **$ 4,475.00** | **$ 4,475.00** |
| 1 | 201723-B22 | Modular SAN Array 1000 Factory integrated 256Cache | INCL | INCL |
| 2 | 218231-B22 | HP MSA1000 CONTROLLER 256 CACHE ALL | INCL | INCL |
| 2 | BN37A-01 | ULTRA 68 VHD 1M CABLE ASSEMBLY | INCL | INCL |
| 2 | 288247-B21 | MSA SAN SWITCH 2/8 ALL | INCL | INCL |
| 2 | 302969-B21 | HP StorageWorks MSA30 Single Bus Storage Shelf (14 SCSI 1") | INCL | INCL |
| 5 | 316131-001 | SPS-CABLE,SERIAL,MSA1000 | INCL | INCL |
| 3 | 254786-B21 | 256MB BATTERY BACKED CACHE MODULE | INCL | INCL |
| **1** | | **rx2660 #1** | **$ 5,250.00** | **$ 5,250.00** |
| 1 | AB419A#003 | Integrity rx2660 Server w/ 1 x 1.6GHz/18MB DC CPU | INCL | INCL |
| 6 | AD275A | HP 4GB DDR2 Memory Pair (2x2GB) | INCL | INCL |
| 1 | AD253A | HP rx2660 Rackmount Kit | INCL | INCL |
| 1 | AD254A | HP rx2660 Additional Power Supply | INCL | INCL |
| 1 | AD142A | HP Integrity DVD-ROM Drive | INCL | INCL |
| 1 | A9891A | Smart Array 6404 Ultra320 SCSI RAID controller | INCL | INCL |
| 1 | AB290A | HP PCI-X 2-Port 1000BT and 2-Port U320 SCSI Adapter | INCL | INCL |
| 1 | 396634-001 | HP SERIAL INTERFACE ADAPTER | INCL | INCL |
| 1 | Q1522B | HP StorageWorks DAT 72 SCSI Internal Tape Drive (Carbon) | INCL | INCL |
| 1 | A7445B | HP STORAGEWORKS 1U RACKMOUNT KIT | INCL | INCL |
| **1** | | **rx2660 #2** | **$ 6,275.00** | **$ 6,275.00** |
| 1 | AB419A#003 | Integrity rx2660 Server w/ 1 x 1.6GHz/18MB DC CPU | INCL | INCL |
| 8 | AD275A | HP 4GB DDR2 Memory Pair (2x2GB) | INCL | INCL |
| 1 | AD253A | HP rx2660 Rackmount Kit | INCL | INCL |
| 1 | AD254A | HP rx2660 Additional Power Supply | INCL | INCL |
| 1 | AD142A | HP Integrity DVD-ROM Drive | INCL | INCL |
| 1 | 396634-001 | HP SERIAL INTERFACE ADAPTER | INCL | INCL |
| 1 | AB290A | HP PCI-X 2-Port 1000BT and 2-Port U320 SCSI Adapter | INCL | INCL |
| 1 | C7508B | HP Surestore Tape Array 5300 (Graphite) | INCL | INCL |
| 2 | DW016A | HP StorageWorks LTO-2 Ultrium 448 SCSI Internal Tape Drive | INCL | INCL |
| 1 | A9891A | Smart Array 6404 Ultra320 SCSI RAID controller | INCL | INCL |
| 1 | 302970-B21 | HP StorageWorks MSA30 Dual Bus Storage Shelf (14 SCSI 1") | INCL | INCL |
| 2 | BN37A-02 | ULTRA 68VHD 2M CABLE ASSEMBLY | INCL | INCL |
| | | | | |

| | | | | |
|---|---|---|---|---|
| | | *Lifetime Advance Replacement GLC Warranty* | $ 9,157.50 | $ 9,157.50 |
| | | Freight | $ 515.00 | $ 515.00 |
| | | | | |
| | | | **Subtotal:** | $ 70,722.50 |

**Thank you for the opportunity to earn your business.**

**David Ryan**
e dryan@glcomp.com
p 800-488-2587 x850
f 616-698-1200

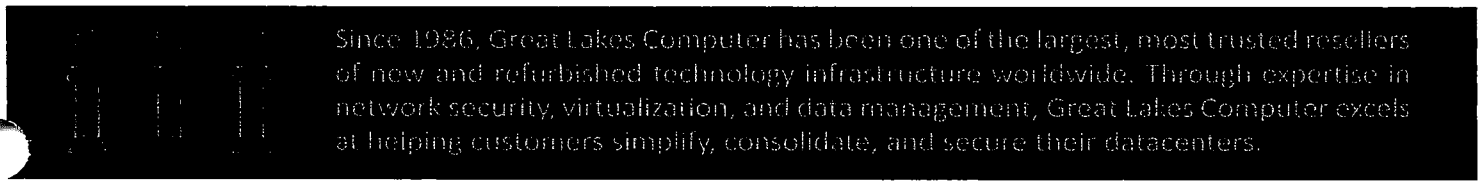
**This quote is subject to the Terms and Conditions available at www.glcomp.com/terms, which are considered to be the most recent and take precedent over any other previously written or implied terms and conditions.**

**By signing below, I acknowledge that I have read and agree to the terms of this document.**

Name _____

Signature _____

The information contained in this communication is confidential, is intended only for the use of the recipient named above, and may be legally privileged. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please re-send this communication to the sender and delete the original message or any copy of it from your computer system. Thank you.



DATE: August 14, 2013

VENDOR NAME: Great Lakes Computer

VENDOR ADDRESS: 5555 Corporate Exchange CT SE
Grand Rapids, MI 49512

The following is a list of reasons to use Standardization as a basis for pricing with this Vendor:

Great Lakes Computer is one of several vendors with available parts needed to maintain the OOCEA OpenVMS systems. OpenVMS systems are a critical component of toll transaction collection, processing and storage including credit card processing and storage. At present, no OpenVMS related system is presently under manufacturer warranty; OOCEA maintains an inventory of suitable, mostly refurbished spare parts to address hardware failures.

Although vendors in the refurbished market offer warranties, they vary greatly in length and type. For example, offerings of thirty (30) days, ninety (90) days, one (1) year and (3) years are available, but vendors do not offer all four consistently across the board. In addition, some vendors offer advanced replacement warranties, others do not. Parts can be bought in "as is", refurbished, HP Renew, like new and in rare cases, new condition. The "new condition" almost always applies to disk drives and it should be further understood that "new condition" truly means "unused" as opposed to "recently manufactured". These market variances create an extremely time consuming endeavor to produce quotes from three vendors that are similar in order to provide a reasonable three (3) quote scenario.

Warranty return actions can be very time consuming and a distraction from supporting these critical systems - so standardization for these parts, such as legacy HP Itanium systems and associated storage systems is essential to maintaining these systems. In closing, it is our experience that Great Lakes Computer offers warranties best suited to the needs of the Expressway Authority and they provide the best selection of relevant refurbished equipment.

Rene C. Rodrigue
Information Security Manager

Joann M. Chizlett, Director of IT

Robert Johnson, Manager, Procurement

# CONSENT AGENDA ITEM

# #15

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Award of Contract
Toll Operations Printing and Mailing Services
Contract No. 001085

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on March 17, 2015, for the referenced services. Bid results were as follows:

| | Bidder | Bid Amount |
|---|---|---|
| 1. | TC Delivers | $537,967.92 |
| 2. | AXIS, Inc. | $542,742.23 |
| 3. | PRIDE Enterprises | $601,693.20 |

The Procurement Department has evaluated all bids and has determined the bid from TC Delivers, to be responsible and responsive to the bidding requirements. Award of the contract to TC Delivers in the amount of $537,967.92 is recommended contingent upon final execution of the contract by both parties.

The term of the Contract will be three years with two renewal options of one year each. The options to renew are at the sole discretion and election of the Authority and 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.

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

This Contract No. 001085 (the "Contract" as defined herein below), is made this 9th day of April 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and TC DELIVERS, 8879 Boggy Creek Road, Orlando, Florida 32824, 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 Toll Operations Printing and Mailing services and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

**WHEREAS,** on or about February 8, 2015, the AUTHORITY issued an Invitation to Bid seeking qualified contractors to perform such tasks; and,

**WHEREAS,** CONTRACTOR was the Successful Bidder that responded to the Invitation to Bid and was ultimately selected.

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

## 1. SERVICES TO BE PROVIDED

The CONTRACTOR 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 receiving and processing E-PASS data in electronic format and processing the data into the letter format required by the Authority, printing the letter, inserting it into an envelope and mailing it to the addressee 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 CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Addendum,
1.3 The Scope of Services, and
1.4 The Bid submitted by CONTRACTOR,

(collectively, the "Contract").

## 1. CONTROL OF THE WORK

All work shall be subject to review and acceptance by the AUTHORITY's designee who shall evaluate the CONTRACTOR's work for compliance with the Contract Documents. The AUTHORITY's designee has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the CONTRACTOR or any subcontractor or supplier.

## 2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date established in the Notice to Proceed. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the 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 180 days prior to the expiration of the initial three-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 30 days notice for convenience or 15 days notice for cause. 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 CONTRACTOR (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. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR 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 CONTRACTOR: (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, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (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 CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to 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 CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and 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, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR 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 CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. 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.

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

The AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

The AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR 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 initial term of the Contract is $537,967.92.

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with unit prices in the CONTRACTOR's bid.

## 4. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

The CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance shall 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, in its sole and absolute discretion. All surety bonds shall be in a form and issued by a surety company approved by AUTHORITY. The CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

4.1 Comprehensive 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 CONTRACTOR under this Agreement.

4.2 Comprehensive Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

4.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Insurance policies shall be carried without deductible, without co-insurance, and shall (a) include the AUTHORITY, and such other parties the AUTHORITY shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or 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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR 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 CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

4.5 Performance and Payment Bond: The CONTRACTOR shall furnish to the AUTHORITY, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/3 years). The initial term of the bond shall be from July 1, 2015 through June 30, 2016. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to the AUTHORITY at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in the AUTHORITY giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by the AUTHORITY. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, the AUTHORITY. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

In the event that the surety executing the bond (although acceptable to the AUTHORITY at the time of execution of the Contract) subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after the AUTHORITY's initial approval of the company, then the AUTHORITY may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to the AUTHORITY. In such event, all costs of the premium for the new bond, after deducting any amounts which might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by the AUTHORITY.

## 5. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, agents, contractors 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), 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:

- violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,
- CONTRACTOR's failure to include terms in its subcontracts as required by the Contract,
- CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or
- CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

The 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. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

## 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, 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 will 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. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR 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.

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. To the extent applicable, CONTRACTOR 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 be reference be made a part of this Contract as though set forth in full.

## 9. 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.

## 10. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the AUTHORITY if any of CONTRACTOR's personnel providing services under this Contract shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

## 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. Notwithstanding the foregoing:

11.1 CONTRACTOR may assign its rights to receive payment under this Contract with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Contract without consent of or advance notice to CONTRACTOR; and

11.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

## 12. DISPUTES

The AUTHORITY's Executive Director (or his delegate) 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.

## 13. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work.

## 14. 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 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.

## 15. UNAUTHORIZED ALIENS

CONTRACTOR warrants that all persons performing work for the AUTHORITY under the Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. CONTRACTOR 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 Contract and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONTRACTOR has knowingly employed any unauthorized alien in the performance of this Contract, the AUTHORITY may immediately and unilaterally terminate this Contract for cause.

## 16. 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.

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 April 9, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE:_____

TC DELIVERS

By: _____
Signature

_____
Print Name

_____
Title

ATTEST:_____(Seal)

DATE:_____

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

# CONSENT AGENDA ITEM

# #16

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**MEMORANDUM**

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: March 24, 2015

RE: Approval of Supplemental Agreement No. 15-01
TransCore, LP, Allegro Transponder Replacement
System Hardware Maintenance (SHM-01)
Contract No. 000178

Board approval is requested for Supplemental Agreement No. 15-01 in the not-to-exceed amount of $4,496,000.00 for the referenced transponder replacement work.

The Allegro transponder replacement is actually part of the toll system replacement project currently being negotiated between the Authority and TransCore; however, staff is recommending that the work be approved now under this supplemental agreement to provide the time necessary to complete the replacement of the transponders by the December 31, 2015, deadline set by the State. Staff anticipates that negotiations with TransCore for the toll system replacement contract will be completed and ready for Board review and approval at the May meeting. By approving the work now we are confident that the transponder replacement can be completed by the deadline even if the award of the toll system replacement contract is delayed beyond the May date.

Once the new toll system replacement contract is executed, this Supplemental Agreement will be superseded and become null and void. All monies paid under the supplemental will be deducted from the total amount of the toll system replacement contract. The amount to be paid under the new contract will be capped at $2.8 million.

The Allegro Transponder Replacement Project is one step in an ongoing effort by the Florida Interoperable Tolling Partners to move forward and facilitate National Tolling Interoperability as required by MAP 21, a Federal transportation authorization and funding bill. MAP-21 also requires that all Federal-aid highway toll facilities implement technologies or business practices that provide for the interoperability of electronic toll collection by October 1, 2016 (four years after the enactment of MAP-21's new tolling requirements).

| | |
|---|---|
| Contract Amount: | $5,947,862.57 |
| Previous Adjustment | $1,160,249.44 |
| This Adjustment | $4,496,000.00 |
| New Contract Amount: | $11,604,112.01 |

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Laura Kelley, Deputy Executive Director, Finance and Administration
Dave Wynne, Director of Toll Operations

**CFX PROJECT NO. SHM-01**
**SYSTEMS HARDWARE MAINTENANCE**

**SUPPLEMENTAL AGREEMENT NO. 15-01**

This Supplemental Agreement No. 15-01 ("Supplemental Agreement") is entered into this 9th day of April, 2015, by and between the Central Florida Expressway Authority ("Authority") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, the Authority and the Contractor on July 22, 2004, entered into an agreement ("Base Contract") whereby the Authority retained the Contractor to provide maintenance services for the toll collection system hardware designed by the Authority as Project No. SHM-01; and

WHEREAS, the Authority and the Contractor on July 1, 2009, renewed the Base Contract for an additional two year period through July 21, 2011; and,

WHEREAS, the Authority and the Contractor on April 1, 2011, renewed the Base Contract for an additional two year period through July 21, 2013; and,

WHEREAS, the Authority and the Contractor on April 24, 2013, renewed the Base Contract for an additional two year period through July 21, 2015; and,

WHEREAS, the Authority has determined it necessary for the Contractor to replace the Authority's existing Allegro hard case transponders with transponders containing SeGo protocol.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall perform the Work in accordance with the attached Exhibit A, Scope of Services. The total cost shall not exceed $4,496,000.00 as detailed in the attached Exhibit B, Fee Proposal, which shall make a total maximum compensation to the Contractor, including previously approved amendments, of $11,604,112.01 for all materials and services required under the renewal as supplemented hereby.

All provisions of the Base Contract renewal 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 renewal, and any supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

It is the parties intent that this Supplemental Agreement will be suspended and become null and void upon full execution of Contract No. 001021, Toll System Upgrade. All monies paid under this Supplemental Agreement will be deducted from the total amount of Contract No. 001021.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

Approved as to form and execution, only

By:_____
General Counsel

TRANSCORE, L.P.

By:_____

Print Name:_____

Attest:_____ Title:_____

Title:_____

Exhibit A
Scope of Services
Allegro Transponder Replacement Program

Overview

The purpose of the transponder replacement program is to remove all hard case Allegro toll transponders from CFX's customer base and replace them with toll transponders that contain the SeGo protocol, which will align with similar efforts of other Florida toll agencies (FTE & Lee County) moving to meet the federal mandate of national interoperability by 2016. The overriding objective throughout this effort is to ensure that the needs of both CFX and CFX's customers are at the forefront of every decision. The replacement approach needs to reach this objective in a timely and well organized manner with minimal impact to CFX's customers and zero disruption of CFX's current service.

TransCore's Responsibilities

TransCore will provide all transponders, labor, facilities, equipment, supplies, materials and postage needed to facilitate the project in a timely fashion by the current deadline of December 31, 2015 while using best practices based on their prior experience in transponder swap programs.

TransCore will allow CFX customers to choose between a portable transponder or the sticker transponder.

TransCore will work directly with CFX to ensure the web interface text meets CFX requirements.

TransCore will provide a program-specific website that will be modified to mimic the look of the E-PASS website.

TransCore will verify all addresses through the United States Postal Service's (USPS) National Change of Address (NCOA) database to ensure that any forwarding addresses are updated accordingly prior to a replacement transponder kit being mailed out.

TransCore will employ Spanish-speaking customer service agents that will be able to handle CFX customer phone calls in both English and Spanish.

TransCore will ensure they use best practices in obtaining the lowest possible postage costs for this project.

TransCore fully understands that all data provided, generated, or viewed by TransCore remains the property of CFX. TransCore will not utilize any CFX data for any other purpose than administering the transponder replacement, commercial or otherwise, unless specifically authorized by CFX.

TransCore will ensure only authorized employees will be allowed access to CFX's data to ensure confidentiality, privacy, and security.

TransCore will ensure that all customer service agents undergo a criminal background check and a drug screen prior to employment with TransCore.

CFX's Responsibilities

CFX will provide TransCore with an initial file of all account holders' current addresses in possession of an Allegro transponder and the corresponding Allegro transponder IDs.

CFX will provide the exact information needed within the file and also establish the data sharing methodology and timing.

CFX will work with its E-PASS customer's prior to the active notification period to ensure updated address information is obtained.

Schedule

TransCore will completely replace the estimated 220,000 Allegro transponders throughout Central Florida within a 6-month period. Current proposed schedule is listed below but may be adjusted by CFX staff as needed based on discussion and input provided by TransCore.

Notice To Proceed – April 13, 2015

Call/Fulfillment Center Opens – July 6, 2015

Initial Customer Notification – July 6, 2015 through August 31, 2015

Initial Customer Deadline – September 30, 2015

Last Chance Customer Notification – October 1, 2015 through October 31, 2015

Final Customer Deadline – November 30, 2015

Call/Fulfillment Center Closes – December 31, 2015 (Provided all in house orders have been processed)

At the conclusion of this period, the call and fulfillment center will be closed and only the website will be available to activate transponders. The website will remain open for an additional 90 days from the time the call center closes (365 days from NTP)

Exhibit B
Fee Proposal

| | | |
|---|---|---|
| Transponders Portable (200,000) | | $3,000,000.00 |
| Transponders Sticker (18,000) | | $ 141,660.00 |
| Transponders Bumper (2,000) | | $ 49,340.00 |
| Distribution Fee | ($4.00/transponder) | $ 880,000.00 |
| Postage | | $ 425,000.00 |
| Total | | $4,496,000.00* |

*Costs are based on estimated quantities at this time and may change over the course of the project.

# CONSENT AGENDA ITEM

# #17

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

THROUGH: Joseph L. Passiatore, General Counsel

FROM: Linda Brehmer Lanosa, Deputy General Counsel
Steve Geiss, Senior Roadway Inspector

DATE: March 24, 2015

RE: Settlement Agreement with the Florida Department of Transportation (FDOT) for Reimbursement of $72,683.93 for Electrical Services at S.R. 429 and Seidel Road

---

**Background Information**

Steve Geiss, Senior Roadway Inspector, recently discovered that Duke Energy had been charging the Central Florida Expressway Authority (CFX) for electrical services at State Road 429 (Western Beltway) and Seidel Road, even though the services should have been charged to and paid by FDOT. FDOT and CFX own and operate separate sections of S.R. 429 and each are responsible for payment of the needed electrical service provided to their respective toll facilities. S.R. 429 at Seidel Road is on the section that is under the jurisdiction of FDOT, and payment of all electrical service to S.R. 429 at Seidel Road should have been made by FDOT.

CFX contacted FDOT regarding this matter and requested reimbursement to CFX of all past payments made by CFX to Duke Energy for the utility service provided by Duke Energy at the electric meters at S.R. 429 and Seidel Road. In response, FDOT requested that CFX contact Duke Energy for documentation of the CFX payment history at this location for FDOT's review. CFX contacted Duke Energy for the documentation, and Duke Energy provided the spreadsheets detailing the payment history. FDOT reviewed the payment history and agreed to reimburse CFX for the total amount shown on the spreadsheets in the sum of $72,683.93, for the billing periods from January 2007 through December 2014, subject to the approval and execution of the attached Settlement Agreement, which includes a release of the claim.

**Request**

Staff recommends that the Board approve the attached Settlement Agreement providing for reimbursement of $72,683.93 for utility services at State Road 429 and Seidel Road in return for a release.

:lbl
Enclosure

cc: Lisa Lumbard
Ben Dreiling

# SETTLEMENT AGREEMENT AND RELEASE
# BETWEEN
# STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
# AND
# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**THIS SETTLEMENT AGREEMENT AND RELEASE** ("Agreement") is entered into by and between Central Florida Expressway Authority, successor to Orlando-Orange County Expressway Authority, ("CFX"), and the State of Florida, Department of Transportation, ("FDOT") (collectively the "Parties"). (All references to Central Florida Expressway Authority or "CFX" also include the former Orlando-Orange County Expressway Authority, as applicable.)

## RECITALS

A. FDOT and CFX own and operate separate sections of SR 429 (Western Beltway), which is a toll road. FDOT and CFX are each responsible for payment of the needed electrical service provided to their respective toll facilities on SR 429. SR 429 at Seidel Road is on the section that is under the jurisdiction of FDOT, and payment of all electrical service to SR 429 at Seidel Road should be made by FDOT.

B. It has come to the attention of CFX and FDOT that CFX has been paying for the utility service provided by Duke Energy for electric meters at SR 429 (Western Beltway) and Seidel Road, for the years of 2007 through 2014.

C. On January 27, 2015, CFX contacted FDOT regarding this matter and requested reimbursement to CFX of all past payments made by CFX to Duke Energy for the utility service provided by Duke Energy at the electric meters at SR 429 and Seidel Road. In response, FDOT requested that CFX contact Duke Energy for documentation of the CFX payment history at this location for FDOT review. CFX contacted Duke Energy for the documentation, and Duke Energy provided the attached spreadsheets detailing the payment history in response. FDOT has reviewed

the attached payment history and has agreed to reimburse CFX for the total amount shown on the attached spreadsheets. The total amount is $72,683.93, for the pertinent billing periods of January 2007 through December 2014 as shown on the attached spreadsheets.

D. CFX has asserted a colorable legal claim in support of its demand for payment.

E. The Parties enter into this Agreement to settle the above matter in accordance with the terms and conditions of this Agreement, as a full discharge of any service, payment, or other obligation relating to this matter.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are made a part of this Agreement.

2. **SETTLEMENT AGREEMENT.**

a. FDOT agrees to submit to the Chief Financial Officer of the State of Florida for payment to CFX of Seventy Two Thousand Six Hundred Eighty Three and 93/100 Dollars ($72,683.93) in full and complete satisfaction of the matter described above, and any associated claims and invoices, or with any other written or verbal supplementation or renewal(s), including all interest, costs, and fees associated with the subject matter of this Agreement.

b. This Agreement settles all claims raised by CFX or FDOT relating to the utility service charges from Duke Energy at S.R. 429 and Seidel Road, or which could have been raised by CFX or FDOT, and all defenses raised by CFX or FDOT. No interest of any kind or any other payment is to be added to the amount identified above to be paid by FDOT to CFX.

3. **APPROVAL.** Pursuant to Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. This Agreement is contingent upon approval by the Chief Financial Officer of the State of Florida. Until such approval is received, FDOT has no obligation to make any payments pursuant to this Agreement.

4. **VOLUNTARY SETTLEMENT.** The Parties agree that this Agreement is entered into after a full and independent investigation and they explicitly acknowledge that they are entering into this Agreement entirely of their own free will, uninfluenced by any duress, economic coercion, or other factors that might have the effect of negating the free will with which they entered into this Agreement. In executing this Agreement, the Parties represent that they have not relied on any statement or representation relating to this matter made by another party, or any other person or persons representing such other party. The Parties acknowledge that they have been represented by counsel throughout the negotiation of this Agreement and that they have or could have consulted their own attorney(s) regarding the meaning and effect of the terms contained in this Agreement. The Parties further acknowledge that they have read and understand this Agreement.

5. **RELEASES.** In return for and upon complete performance of paragraphs 2.a. and 2.b., above, and the releases and promises contained in this Agreement, the Parties, for themselves, their agents, representatives, attorneys, administrators, heirs, executors, successors, and assigns, do hereby fully, finally, and forever release and discharge each other and their agents, representatives, attorneys, administrators, heirs, executors, successors, and assigns of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever arising from any or all of the facts or circumstances which gave rise to this action, including but not limited to, those claims asserted or any federal, state, or administrative

action or other claims that were or might have been asserted by or on behalf of the Parties against each other and any other suits or charges filed or which may be filed by or on behalf of the Parties with any federal, state, or local agency or court relating to these facts or circumstances whatsoever.

6. **NO ADMISSION OF LIABILITY.** The Parties agree and represent that this Agreement is entered into only for the purpose of settlement and compromise and any action taken pursuant to this Agreement is not to be construed or considered as an admission of liability or fault on the part of either of the Parties. The Parties further acknowledge, understand, and represent that the execution of this Agreement shall not be construed as an admission of liability or validity of any claim on the part of either of the Parties in any respect and that this Agreement is entered into to settle and terminate the dispute and avoid additional expense.

7. **ENFORCEMENT.** The Parties understand and agree that the promises and undertakings set forth in this Agreement are the sole consideration for the Agreement, that the terms and conditions are contractual and are not mere recitals, and that all agreements and understandings related to this settlement and release are expressed and embodied in this Agreement. Additionally, the Parties and their counsel have participated in the negotiation and drafting of this Agreement and that, for all purposes, this Agreement shall be deemed to have been drafted by both Parties and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

8. **INTEGRATION.** The Parties agree that this Agreement supersedes all other written or oral exchanges, agreements, or negotiations between the Parties concerning the subject matter of this Agreement. The Parties state that there are no representations, agreements, arrangements, or understandings, oral or written, concerning the subject matter of this Agreement

that are not fully expressed and incorporated. Nothing in this Agreement is intended to nor shall it be construed to give any person or entity, other than the Parties, any right, remedy, or claim under or by reason of this Agreement. In the event of any conflict between any provisions of the Contract and this Agreement, this Agreement shall control.

9. **SUCCESSORS.** This Agreement shall be binding on and shall inure to the benefit of the Parties, their agents, representatives, successors, and assigns.

10. **MODIFICATION.** This Agreement may not be discharged, abandoned, supplemented, changed, modified, or amended in any manner, nor any provision waived, except by a writing signed by the Parties.

11. **SEVERABILITY.** If any provision of this Agreement is adjudged by a court of competent jurisdiction to be void and unenforceable, that judgment shall not affect: (a) any other provision of this Agreement; (b) the application of such provision in any other circumstances; and (c) the validity or enforceability of this Agreement as a whole, subject to the law of severability under Florida law.

12. **WAIVER.** A waiver by FDOT or CFX of any breach of any provision of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same or any other provision(s) of this Agreement.

13. **EXECUTION AND SIGNATURES.** CFX will execute two (2) originals of this Agreement. Following CFX's executing this Agreement, FDOT will execute the originals executed by CFX. Each party will be provided an executed original of this Agreement.

14. **CAPACITY AND AUTHORITY.** Each party represents and warrants to the other party that it has the capacity and full authority to make this Agreement. The persons signing this Agreement warrant that they are authorized to do so on behalf of the party they represent.

15. **NON-ASSIGNMENT.** The Parties represent that no portions of the claims, demands, or causes of action referred to by and released by this Agreement have been sold, assigned, transferred, or conveyed to any third party.

16. **ATTORNEYS' FEES AND COSTS.** The Parties agree to bear their own attorneys' fees and costs in connection with any work performed relating to this claim, including, but not limited to, the negotiation, drafting, and execution of this Agreement. In the event that any action or proceeding is brought to enforce the terms of this Agreement, venue shall only be proper in the appropriate court located in Leon County, Florida, and the prevailing party shall be entitled to recover its attorneys' fees and costs.

17. **E-VERIFY REQUIREMENT.**

CFX:

a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CFX performing work under the Agreement for the term of the Agreement; and

b. shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

*The remainder of this page intentionally left blank.*

**IN WITNESS WHEREOF** the parties have executed this Agreement on the dates noted below.

CFX:

Central Florida Expressway Authority

By: Joseph A Berenis

Name: Joseph A Berenis

Title: Dep Exe Director

Date: 3/9/15

**REVIEWED AND APPROVED BY CFX LEGAL**

Linda S. B. Lenox

FDOT:

State of Florida, Department of Transportation

By: _____

Name: Jim Boxold

Title: Secretary

Date: _____

Legal Review:

_____

Date: _____

_____

Contract Funds Administrator

_____

Print Name Date

Account No. 86698-12291

| MONTH | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2007-2008 | $396.00 | $408.00 | $428.00 | $423.00 | $456.00 | $416.00 | $475.00 | $384.00 | $374.00 | $380.00 | $360.00 | $394.00 |
| 2009-2010 | $430.00 | $421.00 | $514.00 | $459.00 | $451.00 | $442.00 | $423.00 | $427.00 | $341.00 | $386.00 | $423.00 | $622.00 |
| 2011-2012 | $378.18 | $390.65 | $498.64 | $417.41 | $451.42 | $434.76 | $403.32 | $427.65 | $380.59 | $356.81 | $344.56 | $410.37 |
| TOTAL | | | | | | | | | | | | |

Account No. 86698-12291

| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| $431.00 | $481.00 | $464.00 | $445.00 | $479.00 | $358.00 | $452.00 | $340.00 | $616.00 | $415.00 | $461.00 | $453.00 | $10,289.00 |
| $664.00 | $618.00 | $665.00 | $625.00 | $692.00 | $619.00 | $507.00 | $424.00 | $367.00 | $455.00 | $440.00 | $522.00 | $11,937.00 |
| $382.24 | $374.89 | $437.90 | $466.61 | $474.61 | $418.16 | $429.67 | $371.01 | $374.06 | $388.58 | $392.96 | $404.35 | $9,809.40 |
| | | | | | | | | | | | | **$32,035.40** |

Account No. 30238-96114

| MONTH | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2007-2008 | $302.00 | $336.00 | $345.00 | $455.00 | $336.00 | $349.00 | $398.00 | $293.00 | $311.00 | $352.00 | $318.00 | $372.00 |
| 2009-2010 | $325.00 | $354.00 | $418.00 | $379.00 | $384.00 | $368.00 | $359.00 | $346.00 | $243.00 | $282.00 | $304.00 | $337.00 |
| 2011-2012 | $382.58 | $414.82 | $430.85 | $402.55 | $385.27 | $394.05 | $367.46 | $363.25 | $337.28 | $304.99 | $294.34 | $354.58 |
| TOTAL | | | | | | | | | | | | |

Account No. 30238-96114

| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| $450.00 | $377.00 | $462.00 | $423.00 | $475.00 | $334.00 | $477.00 | $320.00 | $329.00 | $396.00 | $326.00 | $424.00 | $8,960.00 |
| $381.00 | $365.00 | $391.00 | $451.00 | $498.00 | $396.00 | $354.00 | $344.00 | $309.00 | $348.00 | $333.00 | $410.00 | $8,679.00 |
| $327.64 | $317.73 | $383.29 | $372.24 | $402.93 | $368.03 | $313.54 | $284.41 | $273.96 | $282.54 | $239.75 | $318.36 | $8,316.44 |
| | | | | | | | | | | | | $25,955.44 |

# CONSENT AGENDA ITEM

# #18

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

THROUGH: Joseph L. Passiatore, General Counsel

FROM: Linda Brehmer Lanosa, Deputy General Counsel

DATE: March 24, 2015

RE: Resolution Adopting and Approving Schematic Landscape Designs for State Roads 429, 528, 408, and 417

---

Landscaping and beautification projects, programs, and improvements are necessary for the proper maintenance and operation of the Central Florida Expressway System. To further said purpose, the Central Florida Expressway Authority commissioned Atkins North America, Inc. to prepare master plans for the landscaping along (a) Wekiva Parkway (State Road 429), (b) State Road 528 from Via Flora to S.R. 520, (c) State Road 408 from S.R. 50 (West Colonial Drive) to East S.R. 50), and (d) State Road 417 from International Drive North to Seminole County.

Staff recommends that the Board approve the attached Resolution Adopting and Approving Schematic Landscape Designs for State Roads 429, 528, 408, and 417.

:lbl
Enclosures

cc: Ben Dreiling
Joseph A. Berenis

Resolution No. 2015-_____.

**A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTIING AND APPROVING SCHEMATIC LANDSCAPE DESIGNS FOR STATE ROADS 408, 417, 429, AND 528**

WHEREAS, the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority") is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "System") and is further authorized to exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of the aforesaid purposes;

WHEREAS, landscaping and beautification projects, programs or improvements are necessary, appurtenant, convenient, or incidental to the construction, maintenance, and operation of the System; and

WHEREAS, the Authority has commissioned the engineering firm Atkins North America, Inc., to prepare master plans for landscaping.

THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY, AUTHORITY, IN A REGULAR PUBLIC MEETING, AS FOLLOWS:

1. This Resolution is adopted pursuant to the Constitution of the State of Florida, chapters 348, Florida statutes, and other applicable provisions of law.

2. The Authority hereby adopts and approves the Wekiva Parkway (State Road 429) Schematic Landscape Design attached as **Exhibit "A."**

3. The Authority hereby adopts and approves the State Road 528 from Via Flora to S.R. 520, Schematic Landscape Design attached as **Exhibit "B."**

4. The Authority hereby adopts and approves the State Road 408 from S.R. 50 (West Colonial Drive) to East S.R. 50) Schematic Landscape Design attached as **Exhibit "C."**

5. The Authority hereby adopts and approves the State Road 417 from International Drive North to Seminole County, Schematic Landscape Design attached as **Exhibit "D."**

6. This Resolution shall take effect immediately upon adoption.

**ADOPTED** this _____ day of March, 2015.

_____
Welton Cadwell, Chairman

ATTEST:_____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore, General Counsel

## WEKIVA PARKWAY

The SR 429 Wekiva Parkway expands from US 441 in Apopka north to the Orange County line. The Wekiva Parkway also continues north of the Orange County line operated by another toll agency to a future interchange with Interstate 4, completing the Orlando metropolitan loop.

To support the continued vision of the CFX, a roadway landscape master plan has been developed to be consistent with the existing Western Beltway landscape, as well as areas that will be planted on adjacent potential expansion of this roadway and facilities. The master plan provides a tree-lined corridor and enhanced levels of landscaping at the interchanges, tolling locations and overpasses along the corridor.

Dense native vegetative buffers will be planted adjacent to all parts of the corridor to provide a tree lined driving experience for the customers. A diverse palette of native vegetation proven durable for Central Florida will be installed in the vegetative buffers along the corridor. Buffer locations will be carefully located to ensure desirable viewsheds along the roadway alignment are preserved.

The schematic landscape design shows the proposed location of the plantings, a selection of the proposed plant palette, and images that reflect the final appearance of the major Wekiva Parkway elements.

WEKIVA PARKWAY







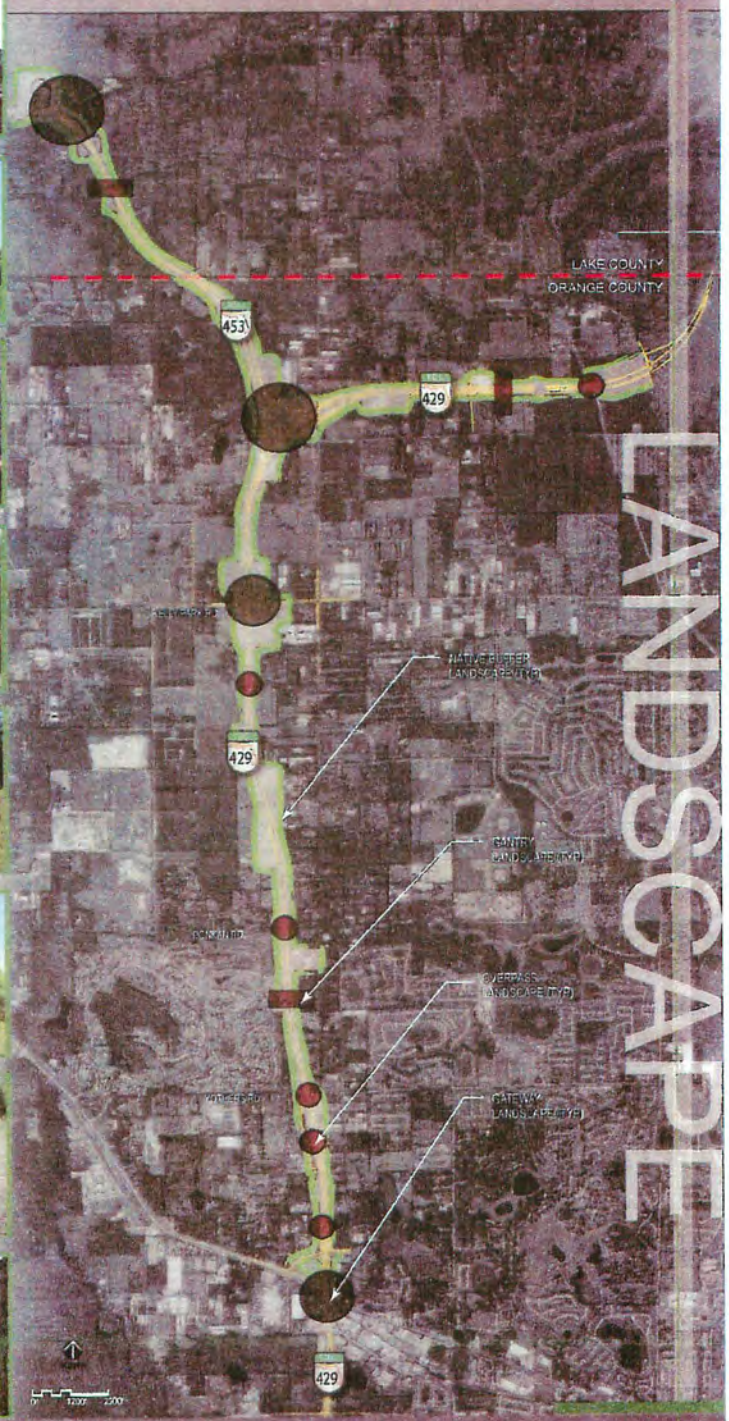













SCHEMATIC LANDSCAPE DESIGN

# WEKIVA PARKWAY

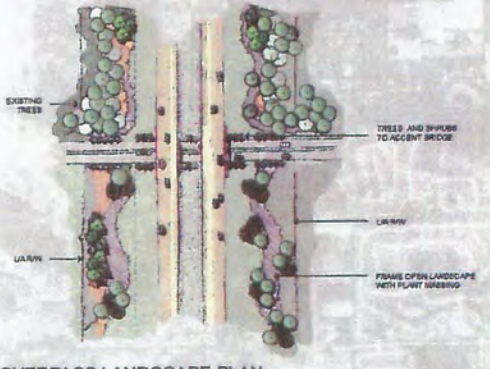
EXHIBIT "A"

# WEKIVA PARKWAY



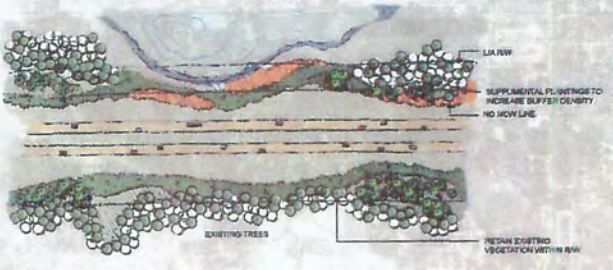

TYPICAL INTERCHANGE/MAJOR OVERPASS LANDSCAPE PLAN

N.T.S.



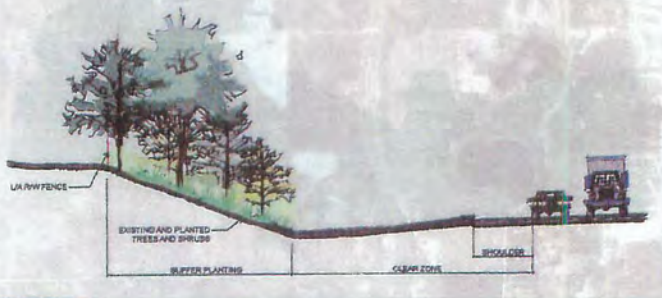

TYPICAL OVERPASS LANDSCAPE PLAN

N.T.S.




TYPICAL BUFFER PLAN

N.T.S.




TYPICAL BUFFER CROSS SECTION

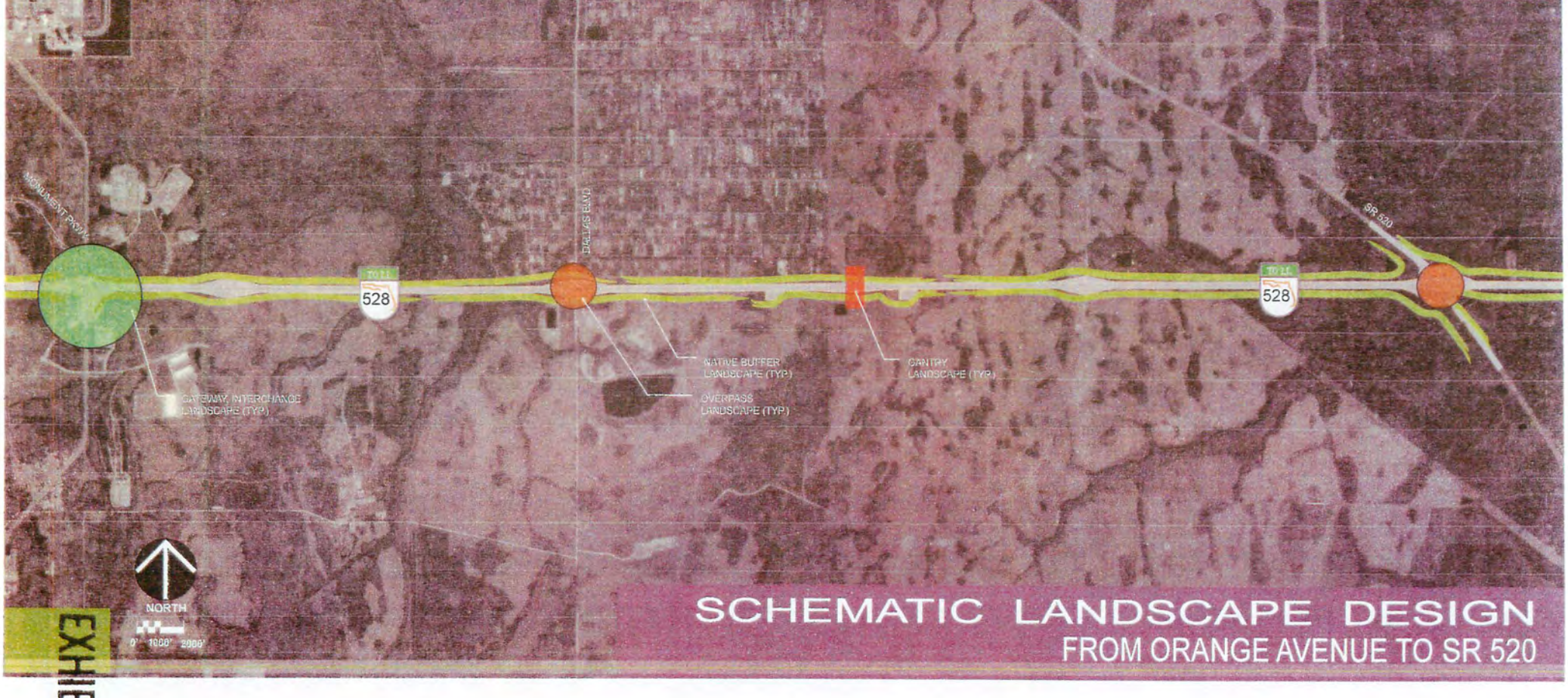
N.T.S.



EXHIBIT "A"

# STATE ROAD 528



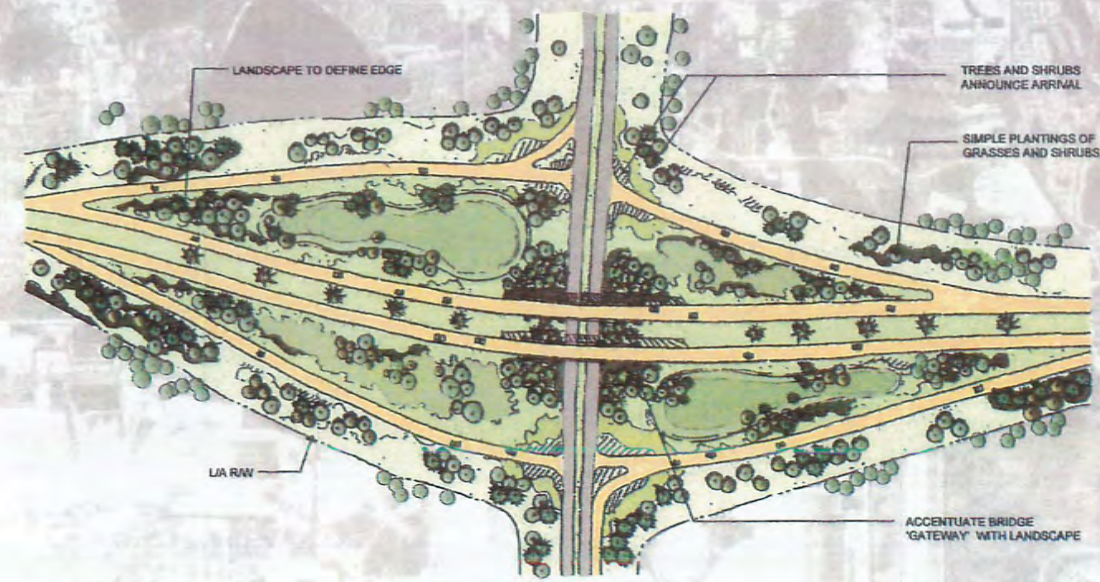



## SCHEMATIC LANDSCAPE DESIGN

FROM ORANGE AVENUE TO SR 520

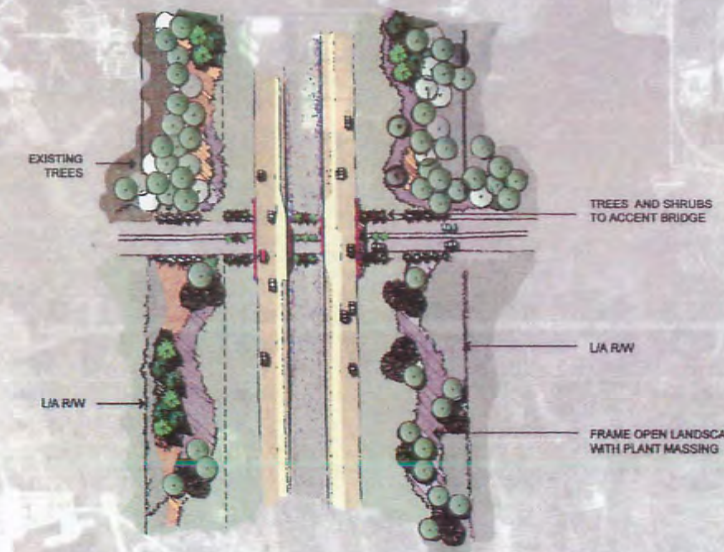
EXHIBIT "B"

# STATE ROAD 528




TYPICAL INTERCHANGE/MAJOR OVERPASS LANDSCAPE PLAN

N.T.S.




TYPICAL OVERPASS LANDSCAPE PLAN

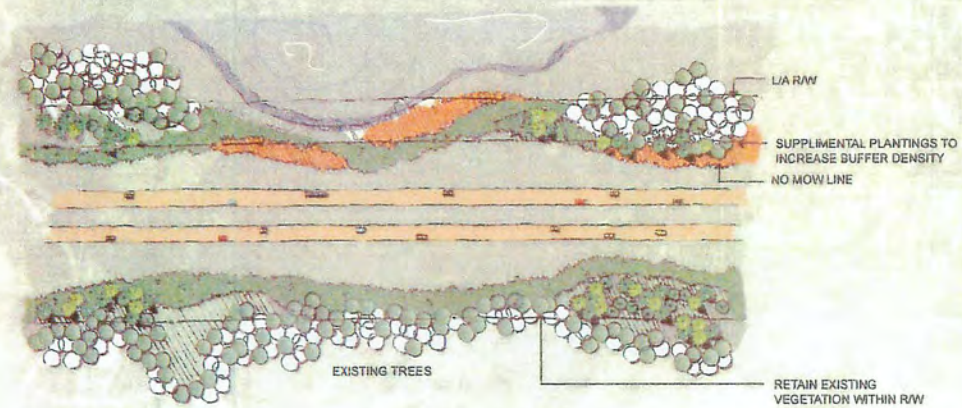
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EXHIBIT "B"

## LANDSCAPE DETAILS

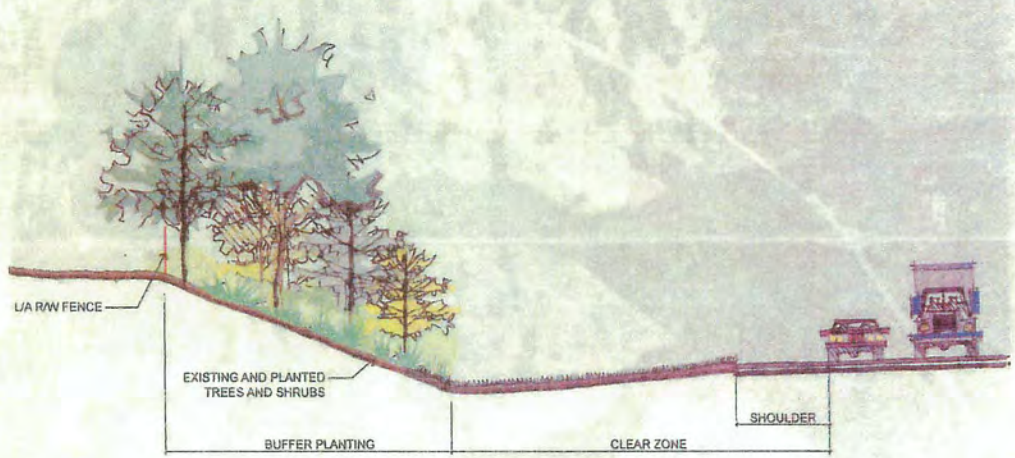
## SCHEMATIC LANDSCAPE DESIGN
FROM ORANGE AVENUE TO SR 520

# STATE ROAD 528




TYPICAL BUFFER PLAN

N.T.S.




TYPICAL BUFFER CROSS SECTION

N.T.S.

## LANDSCAPE DETAILS

## SCHEMATIC LANDSCAPE DESIGN
FROM ORANGE AVENUE TO SR 520

EXHIBIT "A"

SR 528

Within the boundaries of the Central Florida Expressway Authority (CFX), the SR 528/Beachline begins near Via Flora and extends eastward to SR 520. The Beachline is a major tourist and trade connector from the Orlando International Airport to points east and west.

To support the continued vision of the CFX, a roadway landscape master plan has been developed to be consistent with the existing Beachline landscape, as well as areas that will be planted on adjacent potential expansion of this roadway and facilities. The master plan provides a tree-lined corridor and enhanced levels of landscaping at the interchanges, tolling locations and overpasses along the corridor.

With the exception of certain areas along the Beachline where FDOT permitted outdoor advertising signs and/or negotiated outdoor advertising view zones exist, dense native vegetative buffers will be planted adjacent to all parts of the corridor to provide a tree lined driving experience for the customers. A diverse palette of native vegetation proven durable for Central Florida will be installed in the vegetative buffers along the corridor. Buffer locations will be carefully located to ensure desirable viewsheds along the roadway alignment are preserved. A tabular summary of permitted outdoor advertising sign locations are shown in this exhibit.

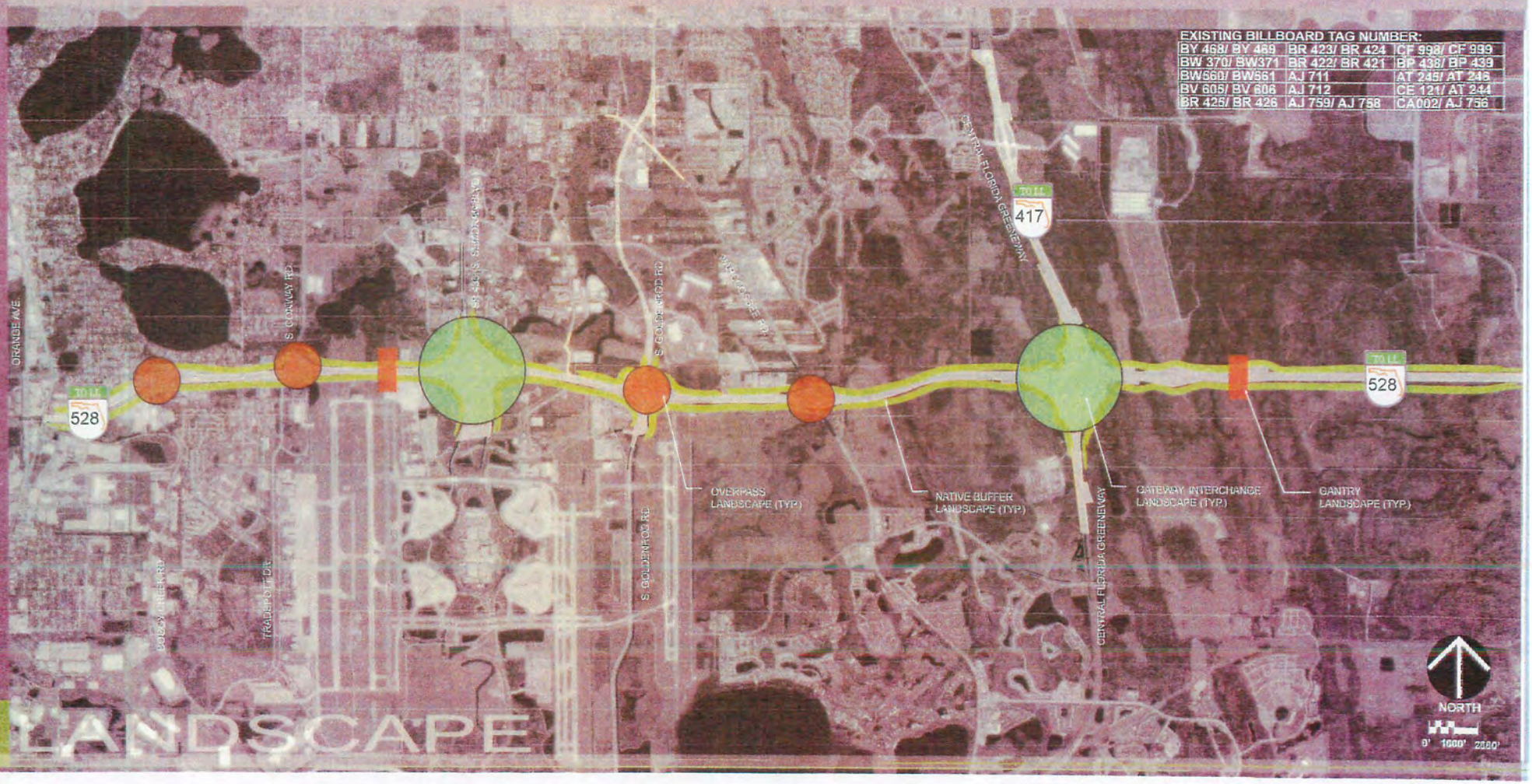
The schematic landscape design shows the proposed location of the plantings, a selection of the proposed plant palette, and images that reflect the final appearance of the major Roadway elements.

# STATE ROAD 528

## SCHEMATIC LANDSCAPE DESIGN

### FROM VIA FLORA TO SR 520

| EXISTING BILLBOARD TAG NUMBER: | | |
|---|---|---|
| BY 468/ BY 469 | BR 423/ BR 424 | CF 998/ CF 999 |
| BW 370/ BW371 | BR 422/ BR 421 | BP 438/ BP 439 |
| BW560/ BW561 | AJ 711 | AT 245/ AT 246 |
| BV 605/ BV 606 | AJ 712 | CE 121/ AT 244 |
| BR 425/ BR 426 | AJ 759/ AJ 758 | CA002/ AJ 756 |




LANDSCAPE

EXHIBIT "B"

SR 408

Within the boundaries of the Central Florida Expressway Authority (CFX), the SR 408/East-West Expressway begins at the Florida's Turnpike and extends eastward to SR 50. The East-West Expressway is the backbone of the CFX's 109 mile network of roads.

To support the continued vision of the CFX, a roadway landscape master plan has been developed to be consistent with the existing East-West Expressway landscape, as well as areas that will be planted on adjacent potential expansion of this roadway and facilities. The master plan provides a tree-lined corridor and enhanced levels of landscaping at the interchanges, tolling locations and overpasses along the corridor.

With the exception of certain areas along the East-West Expressway, where FDOT permitted outdoor advertising signs and/or negotiated outdoor advertising easements exist, dense native vegetative buffers will be planted adjacent to all parts of the corridor to provide a tree lined driving experience for the customers. A diverse palette of native vegetation proven durable for Central Florida will be installed in the vegetative buffers along the corridor. Buffer location's will be carefully located to ensure desirable viewsheds along the roadway alignment are preserved. A tabular summary of permitted outdoor advertising sign locations are shown in this exhibit.

The schematic landscape design shows the proposed location of the plantings, a selection of the proposed plant palette and images that reflect the final appearance of the major Wekiva Parkway elements.

# STATE ROAD 408

## SCHEMATIC LANDSCAPE DESIGN

### FROM SR 50 (WEST COLONIAL DR) TO EAST SR 50

| EXISTING BILLBOARD TAG NUMBER | | | | |
|---|---|---|---|---|
| CE314/CD315 | BT659/BT658 | BN010/BN011 | CG086/CG087 | CC955/CC956 |
| CE320/CE321 | BN901/AP832 | BM404/BM403 | CI148/CI149 | BA489/BA488 |
| CF400/CF399 | CE228/CE229 | AM328/AM325 | AQ973/AQ972 | |
| BZ811/BZ810 | BN008/BN009 | CG891/CG892 | CE299/CE298 | |
| CA361/CA360 | BZ813/BZ812 | BT254/BT255 | AN528/AN529 | |
| BT650/BT649/BP307 | AT786/AT785 | CG084/CG085 | BP229/BP230 | |
| CE297/CE296 | CH139 | BQ666 | CH161/CH162 | |

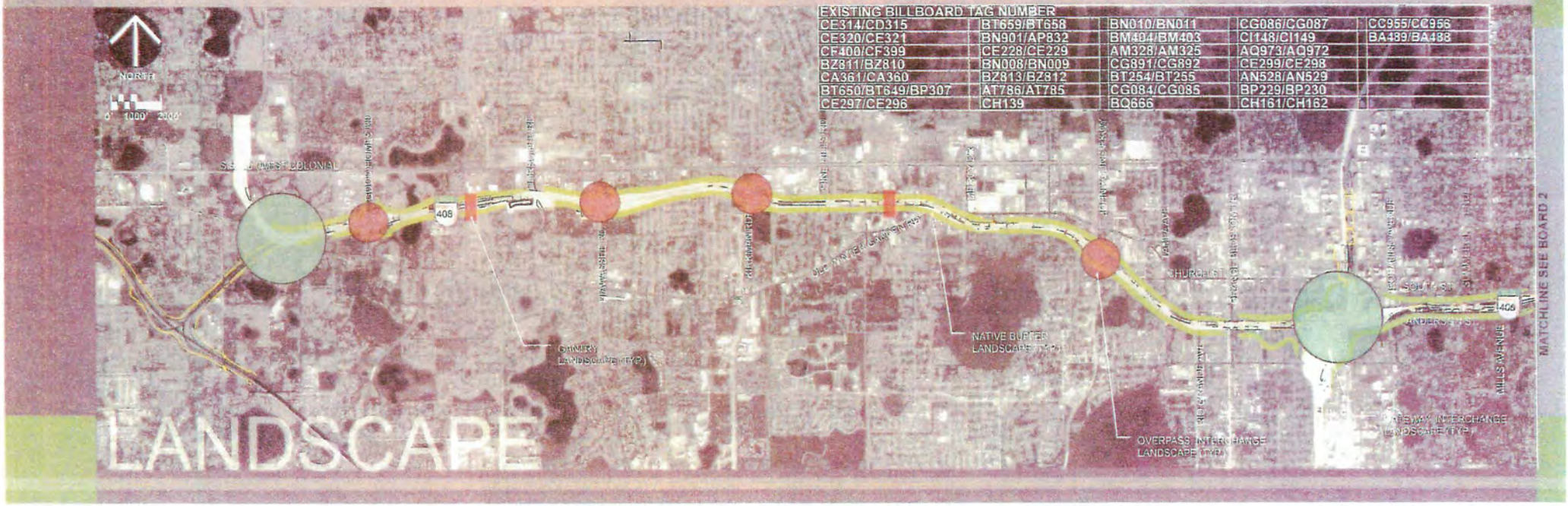
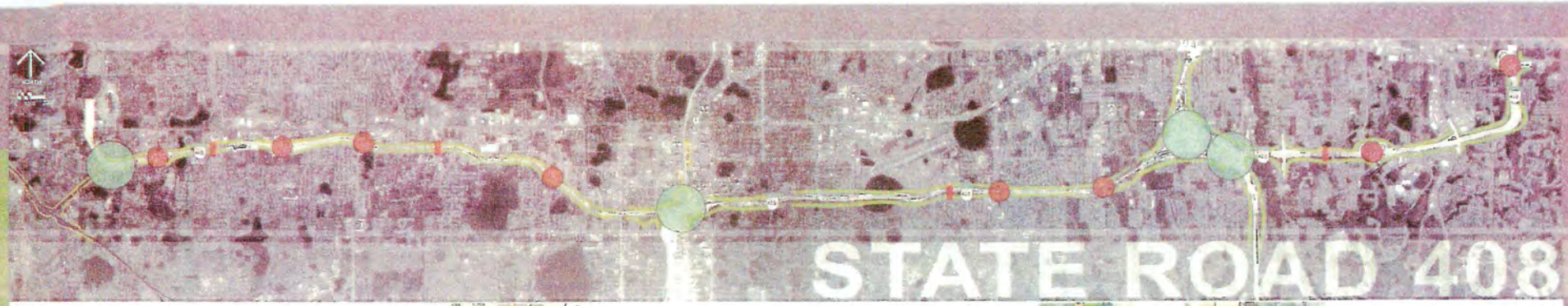


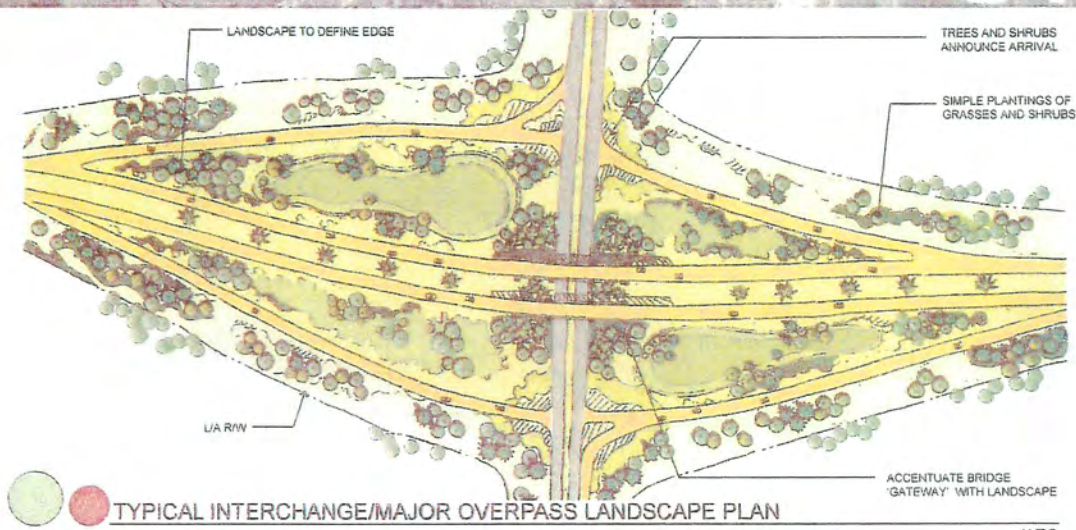

EXHIBIT "C"

STATE ROAD 408
SCHEMATIC LANDSCAPE DESIGN
FROM SR 50 (WEST COLONIAL DR) TO EAST SR 50
MATCHLINE SEE BOARD 1
NORTH
408

EXHIBIT "C"

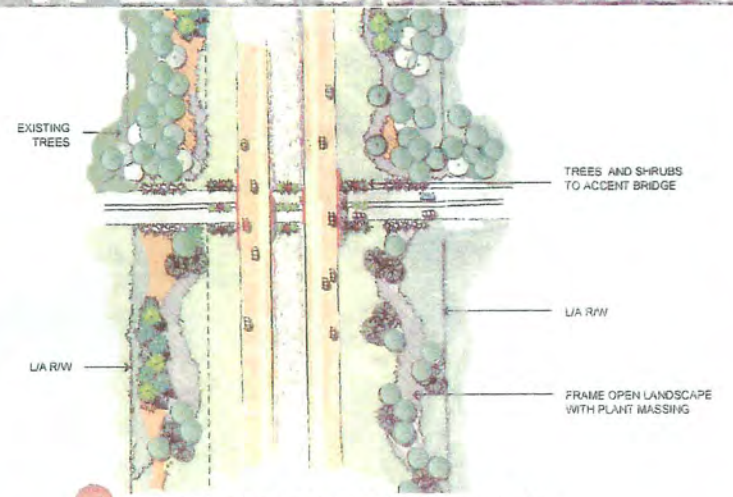


# STATE ROAD 408




TYPICAL INTERCHANGE/MAJOR OVERPASS LANDSCAPE PLAN

NTS




TYPICAL OVERPASS LANDSCAPE PLAN

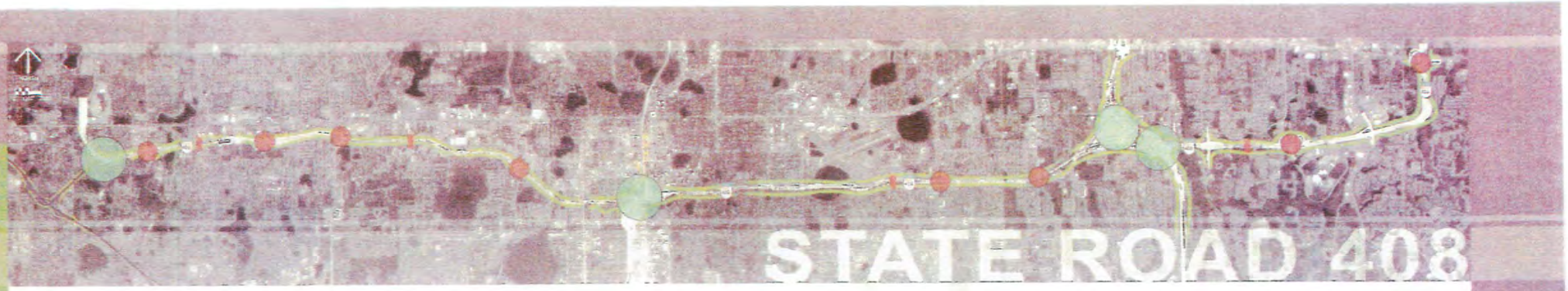
NTS

## LANDSCAPE DETAILS

## SCHEMATIC LANDSCAPE DESIGN

FROM SR 50 (WEST COLONIAL DR) TO EAST SR 50

EXHIBIT "C"

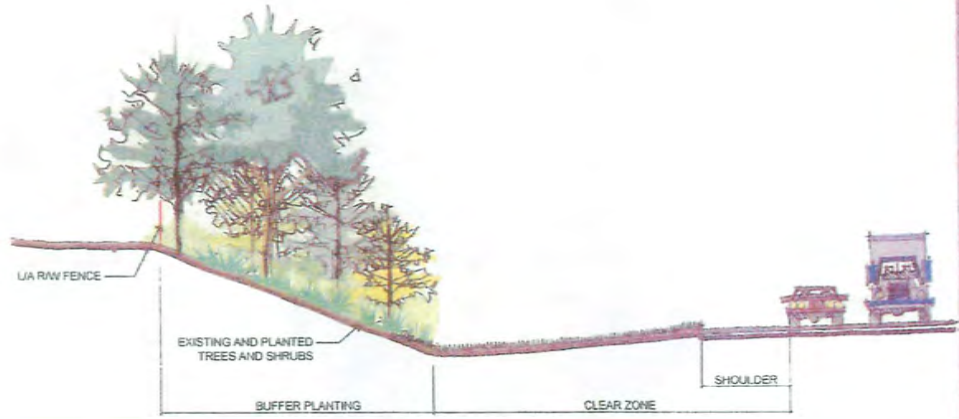






TYPICAL BUFFER PLAN

NTS




TYPICAL BUFFER CROSS SECTION

NTS

# LANDSCAPE DETAILS

## SCHEMATIC LANDSCAPE DESIGN
FROM SR 50 (WEST COLONIAL DR) TO EAST SR 50

EXHIBIT "C"

SR 417

Within the boundaries of the Central Florida Expressway Authority (CFX), the SR 417/Greeneway begins near Internationals Drive and extends north to the Seminole/Orange County Line. The Greenway is a major tourist and trade connector from the Orlando International Airport and attractions to points north and south.

To support the continued vision of the CFX, a roadway landscape master plan has been developed to be consistent with the existing SR 417/Greeneway landscape, as well as areas that will be planted on adjacent potential expansion of this roadway and facilities. The master plan provides a tree-lined corridor and enhanced levels of landscaping at the interchanges, tolling locations and overpasses along the corridor.

With the exception of certain areas along the SR417/Greeneway where FDOT permitted outdoor advertising signs and/or negotiated outdoor advertising view zones exist, dense native vegetative buffers will be planted adjacent to all parts of the corridor to provide a tree lined driving experience for the customers. A diverse palette of native vegetation proven durable for Central Florida will be installed in the vegetative buffers along the corridor. Buffer locations will be carefully located to ensure desirable viewsheds along the roadway alignment are preserved. A tabular summary of permitted outdoor advertising sign locations are shown in this exhibit.

The schematic landscape design shows the proposed location of the plantings, a selection of the proposed plant palette, and images that reflect the final appearance of the major Greenway elements.

# STATE ROAD 417

## SCHEMATIC LANDSCAPE DESIGN

## INTERNATIONAL DRIVE NORTH TO SEMINOLE COUNTY

LANDSCAPE

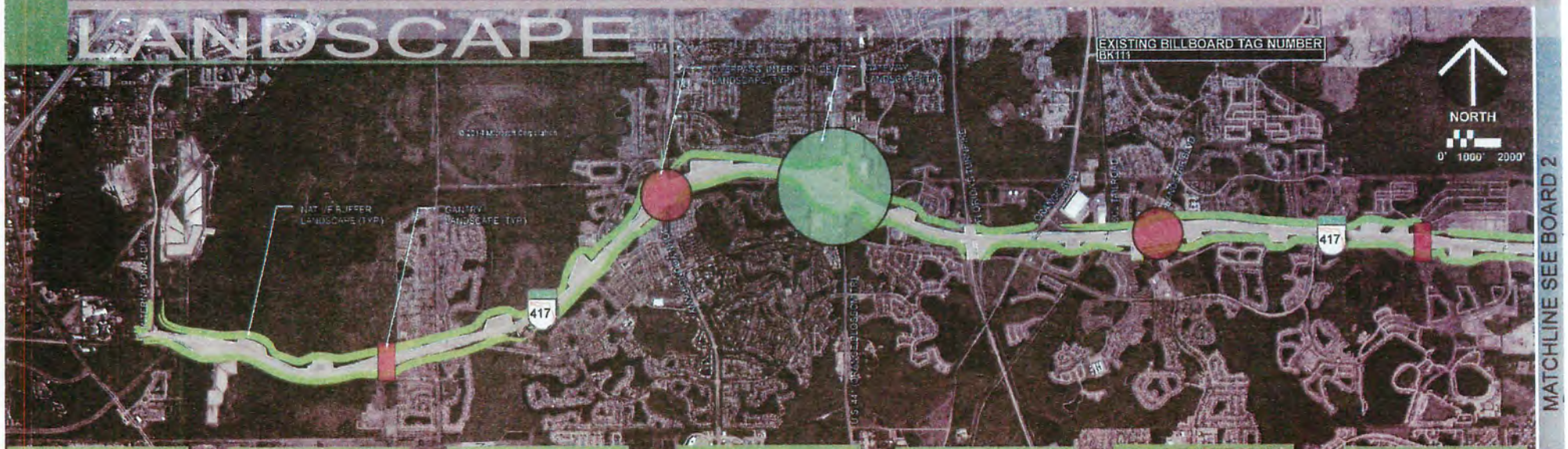
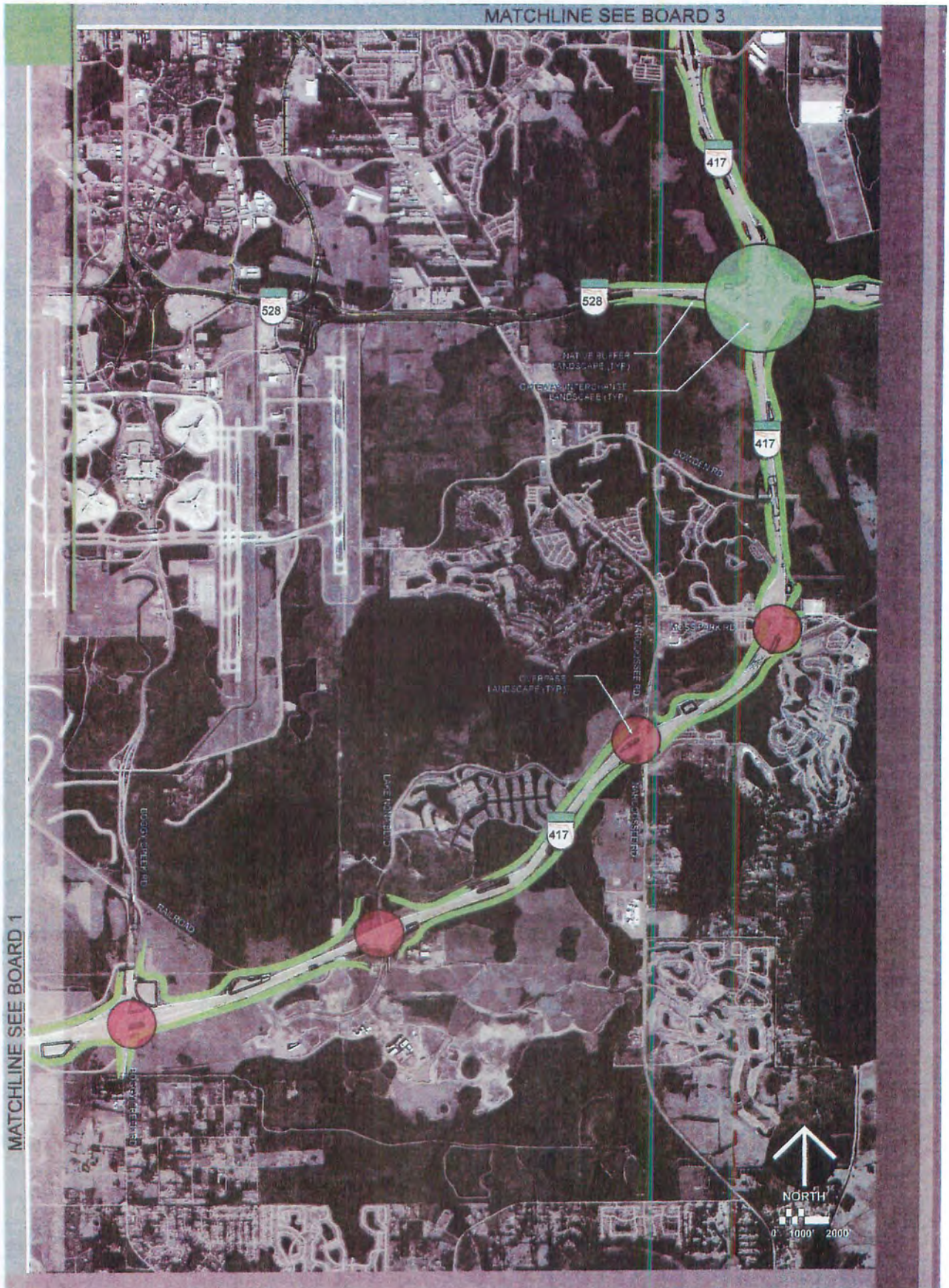





EXHIBIT "D"




# STATE ROAD 417

## SCHEMATIC LANDSCAPE DESIGN

## INTERNATIONAL DRIVE NORTH TO SEMINOLE COUNTY

EXHIBIT "D"

# INTERNATIONAL DRIVE NORTH TO SEMINOLE COUNTY

# STATE ROAD 417

## SCHEMATIC LANDSCAPE DESIGN

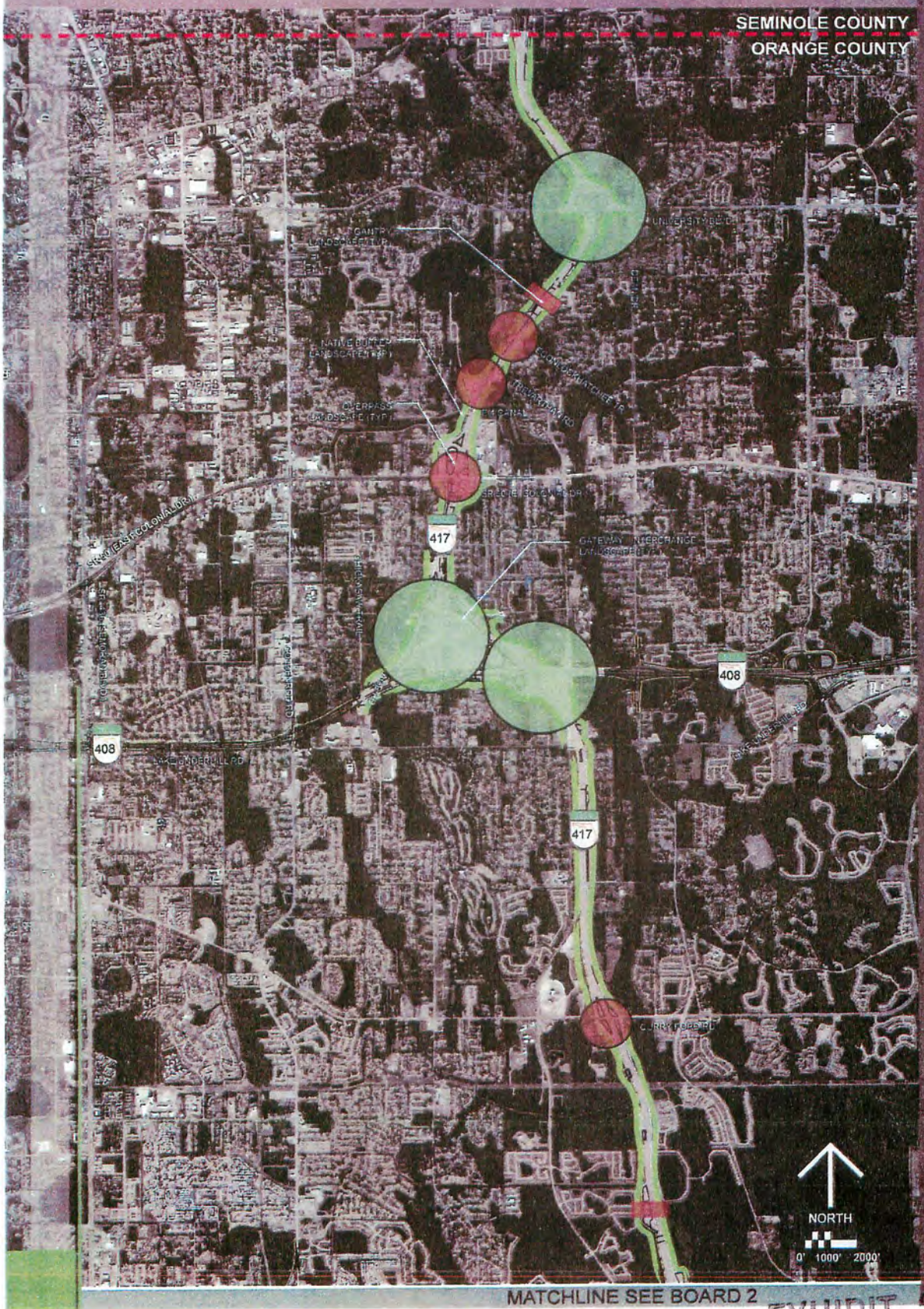



EXHIBIT "D"

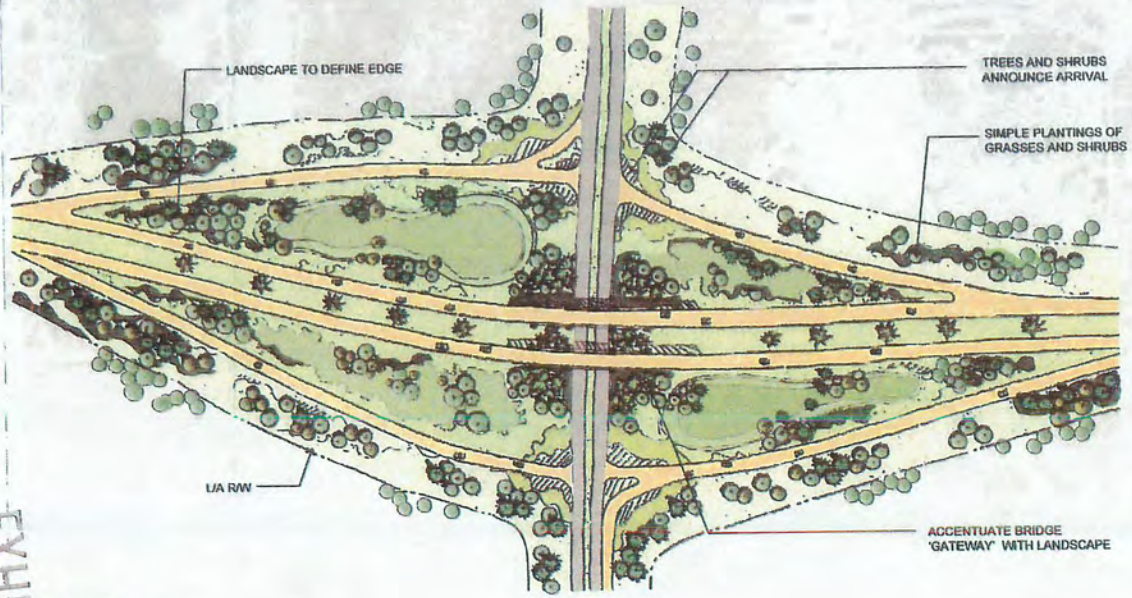
# STATE ROAD 417

## SCHEMATIC LANDSCAPE DESIGN

### INTERNATIONAL DRIVE NORTH TO SEMINOLE COUNTY

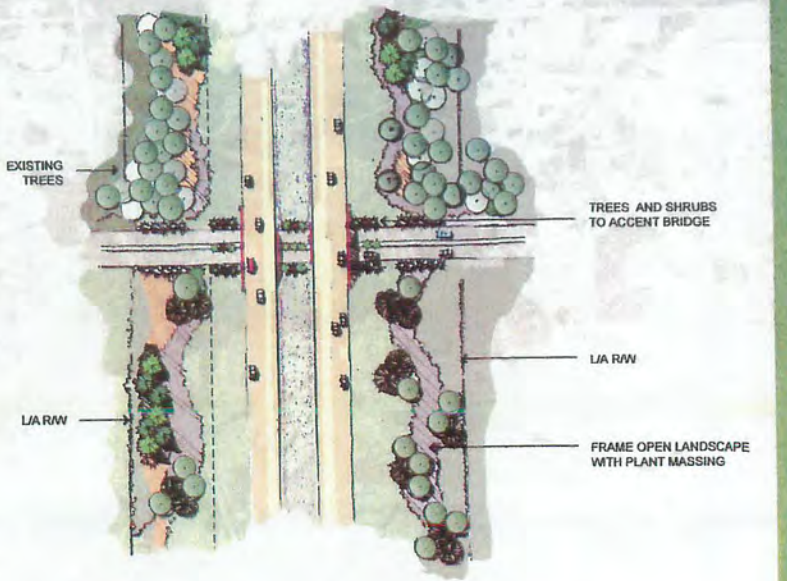


## LANDSCAPE DETAILS




TYPICAL INTERCHANGE/ MAJOR OVERPASS LANDSCAPE PLAN

N.T.S.




TYPICAL OVERPASS LANDSCAPE PLAN

N.T.S.

EXHIBIT

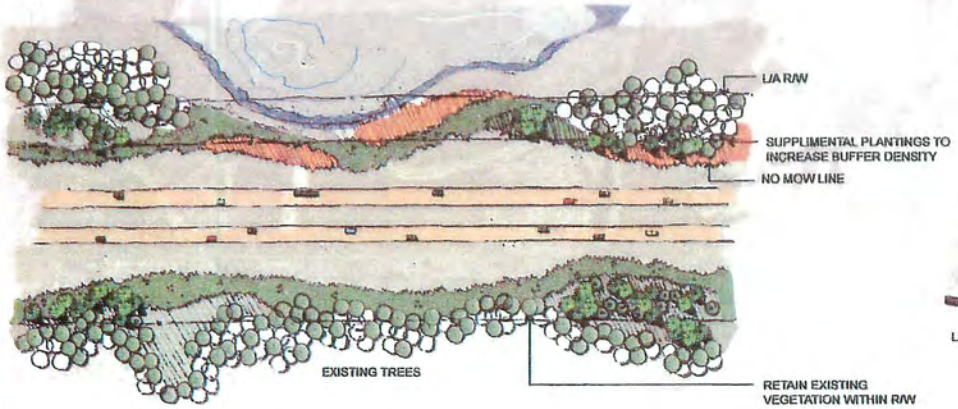
# STATE ROAD 417

## SCHEMATIC LANDSCAPE DESIGN

## INTERNATIONAL DRIVE NORTH TO SEMINOLE COUNTY

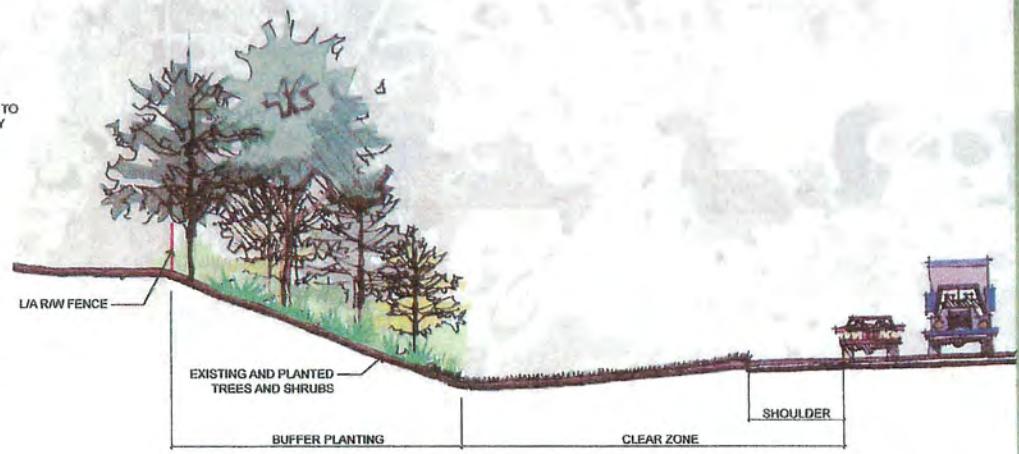


## LANDSCAPE DETAILS




TYPICAL BUFFER PLAN

N.T.S.




TYPICAL BUFFER CROSS SECTION

N.T.S.

EXHIBIT "D"

# CONSENT AGENDA ITEM

# #19

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Joseph A. Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Iranetta Dennis, Director, Business Development
Ben Dreiling, P.E., Director, Construction & Maintenance
Linda Brehmer Lanosa, Deputy General Counsel

DATE: March 24, 2015

RE: Authorization to Suspend Masci General Contractor, Inc. (MASCI) from Bidding on or Participating in any further Authority Projects for One (1) Year
Contract No. 000987, Project No. 417-110, Contract Amount: $10,109.586.09

---

**Background Information**

On or about December 12, 2013, MASCI was awarded a Contract involving the widening of State Road 417 from Curry Ford Road to Lake Underhill Road. The contract is nearing completion and the services have been rendered, for the most part, in an acceptable matter, but for one significant issue involving the certification of payments to a subcontractor, Peteco, a business certified as a Minority/Women Business Enterprise ("M/WBE").

As described in more detail in the attached letter, MASCI certified under oath that it had paid Peteco almost $1.4 million, when in fact it had only paid Peteco roughly $230,000. MASCI's conduct is a material breach of the terms of the Contract for several reasons, including failing to maintain accurate records of payments, subletting work without the Authority's prior approval, and failing to provide documentation supporting a good faith effort to meet the stated M/WBE objective.

**Request**

Staff recommends that the Board suspend MASCI General Contracting, Inc. from bidding on or participating in any further Authority projects for a period of one (1) year, commencing from the date of approval by the Board.

:lbl
Enclosures

March ___, 2015

Masci General Contractor, Inc.
Attn. Mr. Leonel Masci
5752 S. Ridgewood Ave.
Harbor Oaks, FL 32127

RE: Contract No. 000987, Project No. 417-110, Contract Amount: $10,109.586.09
M/WBE Participation

Dear Mr. Masci:

This letter follows our meetings of February 3 and March 5, 2015, held in the headquarters of the Central Florida Expressway Authority (Authority), during which Masci General Contractor, Inc. (MASCI), was asked to provide an explanation for the recent reduction in accomplished M/WBE participation on the above-referenced project. More specifically, MASCI was asked to provide an explanation as to why progress toward reaching the M/WBE commitment of $2,049,451,[1] or approximately 20%, was on track until December 2014 and was suddenly reduced to approximately 4% several months prior to project completion.

For background, the Contract requires that MASCI certify that all subcontractors received their pro rata share of previous progress payments. Section 7.6.5 provides:

> 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, **the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments** from the Contractor for all work completed and Materials furnished the previous period. . . .
>
> On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. The Authority will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Authority and the affected subcontractors and suppliers. **Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by the Authority, with each payment request after the initial request. Submitting a false**

[1] Contract, page P-6.

**or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.**

Contract, page GS-132 (emphasis added). In light of the above contractual requirements, MASCI submitted DBE Payment Certifications and Monthly DBE Status Reports, copies of which are attached as **Composite Exhibit A.** As to Peteco, Inc.,[2] MASCI certified that it had paid Peteco nearly $1.4 million during the period from May 2014 to October 2014 as summarized in the table below.

| Date | Amount Certified as Paid |
|---|---|
| May 23, 2014 | $ 32,882.50 |
| June 24, 2014 | 81,856.85 |
| July 25, 2014 | 91,537.53 |
| August 25, 2014 | 18,927.50 |
| September 25, 2014 | 745,225.97 |
| October 24, 2014 | 418,129.81 |
| **SUBTOTAL** | **$1,388,560.16** |

The Certificates were signed under oath by Leticia Masci as Vice President of MASCI.

On or about October 17, 2014, the Authority became aware of a problem when CDM Smith, the Authority's CEI, received a notice of nonpayment in the amount of $170,039.28 from a trucking company, Central Florida Transport, LLC, who was not one of the approved subcontractors. A copy of the notice is attached as **Exhibit B.** This notice raised a red flag because the trucking company, a non-DBE company, sought compensation for hauling lime rock that should have been hauled by Peteco, a DBE. CDM Smith questioned this notice and asked for a detailed response.

On or about October 24, 2014, MASCI submitted backup explaining how it arrived at the monthly progress payments as shown by **Exhibit C**. Page three of the backup is a summary of Masci's DBE payments to Peteco through September 2014. The summary amounts were determined based on sublet unit prices and to-date pay quantities, not actual payments to Peteco. Essentially, MASCI calculated the amount that was supposed to be sublet and paid to the DBE, which amount was then certified under oath as paid, even though the work had not been sublet to the DBE, was not performed by the DBE, and was not paid to the DBE.

Subsequently, MASCI issued a certification in December 2014, attached as **Exhibit D,** stating that Peteco had received a progress payment in the amount of negative $1,157,295.06. As a result of this negative certification, the overall amount that MASCI had been paid to Peteco was reduced from nearly $1.4 million to just over $200,000, as reported in the table below.

---

[2] Peteco, Inc., is a certified Disadvantage Business Enterprise (DBE) with the State of Florida.

| Date | Amount Certified as Paid |
|---|---|
| May to October 2014 Payments | $1,388,560.16 |
| December 23, 2014 | -1,157,295.06 |
| January 23, 2015 | 10,912.50 |
| **TOTAL** | **$242,177.60** |

MASCI's conduct is contrary to the requirements of the Contract for the reasons described below.

First, MASCI failed to maintain accurate records of payments and monthly reports. Section 8.2.5 requires MASCI to maintain records of payments and monthly reports. Section 8.2.5 provides:

> 8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:
>
> 1. the procedures adopted to comply with these special provisions;
> 2. The number of subordinated contracts on Authority projects awarded to M/WBEs;
> 3. the dollar value of the contracts awarded to M/WBEs;
> 4. the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;
> 5. a description of the general categories of contracts awarded to M/WBEs;
> 6. the specific efforts employed to identify and award contracts to M/WBEs;
> 7. maintenance of records of payments and monthly reports to the Authority;
> 8. Subcontract Agreement between Contractor and M/WBE subcontractors; and
> 9. any other records required by the Authority's Project Manager or Executive Director.
>
> The records maintained by the Contractor in accordance with this Section shall be provided to the Authority for review within 48 hours of the Authority's request. **The Contractor shall submit a properly executed M/WBE Payment Certification monthly during the life of the M/WBE subcontract whether payment is made or not.**

Contract, page GS-141 (emphasis added). Records that do not correspond to the amount that is actually paid fall short of the contractual records and reporting requirements.

Second, the Contract does not allow work to be sublet without the Authority's prior approval. Contract, pages GS-85 and GS-142.

Third, MASCI failed to provide the Authority with documentation supporting a good faith effort to meet the stated M/WBE objective. Section 8 of the Contract, entitled "Minority /

Women Business Enterprise (M/WBE) Participation" requires MASCI to make a good faith effort to meet its stated M/WBE objectives. Section 8.1 provides, in part, that:

> 8.1 General: . . . . At any time, the Authority's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the Project due to consideration of property, public safety, and health, including financial impact to the Authority.
>
> The Authority has provided an exception for the Contractor's failure to meet the Authority's participation objective established for this project. **The exception requires that the Contractor provide the Authority with documentation supporting the Contractor's Good Faith Effort to meet the stated objective.** The Authority will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet the Authority's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve the Authority's participation objective. The Contractor shall be responsible for securing proof of the M/WBE certifications for the proposed subcontractors / suppliers and be able to provide copies of the certifications to the Authority's Business Development Office.

Contract, page GS-136 (emphasis added). If MASCI could not meet the stated objectives, MASCI was required to obtain the Authority's prior approval of a revised M/WBE Utilization Summary, as follows:

> Any change in the M/WBE Utilization Summary will require **prior approval** by the Authority's Business Development Director. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised M/WBE Utilization Summary. . . .
>
> The Contractor will not be allowed to perform Work with its forces that have been identified on the Utilization Form to be performed by M/WBE firms. If an M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a **Good Faith Effort** to replace that firm with another M/WBE firm. . . .

Contract, page GS-136 (emphasis added).

Accordingly, MASCI's conduct amounts to a material breach of the Contract. Section 8.1 provides, in part, that:

> The Contractor shall meet or exceed the commitment stated in the Contractor's M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for an M/WBE subcontractor/supplier **without prior written approval, the Contractor will be considered by the Authority to be in material breach of the Contract.** If found in breach of the Contract, **the Contractor may be suspended from bidding on and/or participating in any further Authority projects for up to one (1) year as provided in Section 15 of the Authority's Equal Opportunity and Business Development Policy.**

Contract, page GS-136 (emphasis added). At the February 3, 2015 meeting, MASCI was given an opportunity to explain the sudden recent reduction in accomplished M/WBE participation on the above-referenced project. The explanations provided at this meeting were found to be unreasonable and unacceptable to the Authority.

MASCI and CFX staff met again on March 5, 2015, to review the issue described above and to give MASCI an opportunity to explain why a one-year suspension from bidding on or participating in Authority projects should not be imposed. Although MASCI was apologetic for its administrative errors and understood that its conduct was a material breach of the terms of the Contract, MASCI also understood that the Contract provided for up to a one-year suspension.

Therefore, please be advised that MASCI has been found to be in material breach of the Contract as set forth above and as provided in Section 15 of the Authority's Equal Opportunity Business Development Policy. Section 8.1 of the Contract allows the Authority to suspend MASCI from bidding on or participating in any further Authority projects for up to one (1) year.

Accordingly, please take notice that Masci General Contractor, Inc., shall be and is hereby suspended from bidding on or participating in any further Authority projects for a period of one (1) year, commencing from the date of approval by the Board.

Sincerely yours,

Joseph A. Berenis
Deputy Executive Director
Engineering, Operations, Construction &
Maintenance

| 417-110<br>Peteco<br>Summary of Certified DBE Payments | | |
|---|---|---|
| Estimate Cut Off | Original Certification | Revised Certification |
| 4/25/2014 | $ - | $ 45,536.62 |
| 5/25/2014 | $ 32,882.50 | $ 76,528.45 |
| 6/25/2014 | $ 81,856.85 | $ 91,262.53 |
| 7/25/2014 | $ 91,537.53 | $ 17,937.50 |
| 8/25/2014 | $ 18,927.50 | $ - |
| 9/25/2014 | $ 745,225.97 | $ - |
| 10/25/2014 | $ 418,129.81 | $ - |
| 11/25/2014 | N/A | $ - |
| 12/25/2014 | N/A | $ - |
| 1/25/2015 | N/A | $ 10,912.50 |
| | $ 1,388,560.16 | $ 242,177.60 |

*A deductive certification for ($1,157,295.06) was submitted with the December 2014 estimate to reconcile the difference in original and revised totals, per CFX procedures*

EXHIBIT "A"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI Estimated DBE Goal

| | | | | | |
|---|---|---|---|---|---|
| CEI: | CDM Smith | Prime Contractor: | Masci Corporation | Project Start Date: | 03/24/14 |
| Project No.: | 417-110 | Amount of Bid: | $10,109,586.09 | Project Completion Date: | 03/18/15 |

| Contract Information | | | | | | Amount Paid to M / WBE | | | | | | | | | | To Date | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Period End Date | | | | | | | | | | | | |
| M / WBE | Description of Work | Contract Amount | % of Bid | Actual Amount | Actual % of Bid | 4/25/2014 | 5/25/2014 | 6/25/2014 | 7/25/2014 | 8/25/2014 | 9/25/2014 | 10/25/2014 | 11/25/2014 | 12/25/2014 | 1/25/2015 | To Date | % of DBE Bid Amount | % of Original Contract |
| Peteco | Trucking | $1,900,000.00 | 18.78% | $1,900,000.00 | 18.79% | $0.00 | $32,882.50 | $81,856.85 | $91,537.53 | $18,927.50 | $745,225.97 | $418,129.81 | $0.00 | ($1,157,295.06) | $10,912.50 | $242,177.60 | 12.75% | 2.40% |
| Angco Inc. | Concrete | $111,000.00 | 1.10% | | 0.00% | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | Shoulder Gutter, Slope & Ditch Pvmt. | $38,451.90 | 0.38% | $38,451.90 | 0.38% | $0.00 | $0.00 | $0.00 | $0.00 | $9,990.00 | $0.00 | $1,125.00 | $27,157.41 | $5,222.52 | | $43,494.93 | 2.29% | 0.43% |
| Five Star Dewatering | Dewatering | $9,500.00 | 0.09% | $0.00 | 0.00% | $0.00 | $4,175.00 | $2,375.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | $6,550.00 | 0.34% | 0.06% |
| | Total Amount | $2,058,951.90 | 20.37% | $1,938,451.90 | 19.17% | $0.00 | $37,057.50 | $84,231.85 | $91,537.53 | $28,917.50 | $745,225.97 | $419,254.81 | $27,157.41 | ($1,152,072.54) | $10,912.50 | $292,222.53 | 14.19% | 2.89% |

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 5/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $0.00 | $32,882.50 | $32,882.50 | 1.60% | 0.33% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $0.00 | $4,175.00 | $4,175.00 | 0.20% | 0.04% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $0.00 | $37,057.50 | $37,057.50 | 1.80% | 0.37% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 32,882.50
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking - Asphalt, Dirt

Signed by official of Prime Contractor _____
Masci General Contractor

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 23 day of May , 2014

_____
Notary Public

6/5/15
Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
DEBORAH WHITE
MY COMMISSION #FF072026
EXPIRES: JUN 05, 2015

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 6/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date: _____

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Petsco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $32,882.50 | $81,856.85 | $114,739.35 | 5.57% | 1.13% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | [illegible]% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $0.00 | $0.00 | 0.00% | [illegible]% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $4,175.00 | $2,375.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $37,057.50 | $84,231.85 | $121,289.35 | 5.89% | 1.20% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 81,856.85
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor
Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 24 day of June,2014

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

Notary Public

6/5/15
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 7/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date: _____

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $114,739.35 | $91,537.53 | $206,276.88 | 10.02% | 2.04% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $121,289.35 | $91,537.53 | $212,826.88 | 10.34% | 2.11% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 91,537.53
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor _____
Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 25 day of July,2014

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

_____
Notary Public

6/5/17
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 8/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE | | | % Completed to Date | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Prior Month | This Month | To Date | Bid | Actual |
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $206,276.88 | $18,927.50 | $225,204.38 | 10.94% | 2.23% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $9,990.00 | $9,990.00 | 0.49% | 0.10% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $212,826.88 | $28,917.50 | $241,744.38 | 11.74% | 2.39% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 18,927.50
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor

Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 25 day of August, 2014

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

Notary Public

6/5/15
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 9/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $225,204.38 | $745,225.97 | $970,430.35 | 47.13% | 9.60% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $9,990.00 | $0.00 | $9,990.00 | 0.49% | 10% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $241,744.38 | $745,225.97 | $986,970.35 | 47.94% | 9.76% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 745,225.97
(If no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor
Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 25 day of September, 2014

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

Notary Public

6/5/15
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 10/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $970,430.35 | $418,129.81 | $1,388,560.16 | 67.44% | 13.74% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $9,990.00 | $1,125.00 | $11,115.00 | 0.54% | 11% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering. | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $986,970.35 | $419,254.81 | $1,406,225.16 | 68.30% | 13.91% |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Subcontractor

received monthly ◯ or final ⊛ progress payment of **$418,129.81**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 11/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $1,388,560.16 | $0.00 | $1,388,560.16 | 87.44% | 13.74% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $11,115.00 | $27,157.41 | $38,272.41 | 1.86% | [illegible]8% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | [illegible]06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $1,406,225.16 | $27,157.41 | $1,433,382.57 | 69.62% | 14.18% |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# DBE Payment Certification

This is to certify that **Peteco Inc**

DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **No Payment**

If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **26** day of **November, 2014**

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**Deborah White**
Notary Public

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

Central Florida Transport, LLC
P. O. Box 700
Coleman, FL 33521
352-748-3941

**COPY**

17 OCT '14 AM11:36

Date : October 15, 2014

NOTICE OF NONPAYMENT

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Return Receipt #7010 1870 0001 7447 4489

Masci General Contractor, Inc.
5752 S. Ridgewood Avenue
Port Orange, FL 32127
Return Receipt #7010 1870 0001 7447 4496

Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite 200
Maitland, FL 32751
Return Receipt #7010 1870 0001 7447 4502

United Fire & Casualty Company
P. O. Box 73909
Cedar Rapids, IA 52407-3909
Return Receipt #7010 1870 0001 7447 4519

Dear Sirs,

The undersigned hereby notifies you that they have furninshed the hauling of materials for the improvements of the real property identified by the following legal desription - Project #417-110 SR 417 Widening from Curry Ford Road to Lake Underhill Road. Bond #54-197499.
The amount ***now due*** and ***unpaid*** is $ 170,039.28.

Sincerely,

Shari W. Bare

Shari W. Bare
Central Florida Transport, LLC

eak
E-MAILED
J. Gibson 10/17/14
cc: K. Murphy

EXHIBIT "B"

# MASCI GENERAL CONTRACTOR, INC.

## GENERAL CONTRACTORS

5752 S. Ridgewood Ave., Port Orange, FL 32127
Tel. (386) 322-4500: FAX (386) 322-4600
Estimators Fax: (386) 322-4543

LETTER OF TRANSMITTAL

DATE: 10/24/2014

Email ___ Hand Delivered Mailed

TO: CDM Smith
585 Paradi Lane
Orlando, FL 32825

Project; 13-014
SR 417
Widening Curry Ford Road
Lake Underhill
Project # 417-110

Letter Trans No: 41

Attn.: Kimberly Murphy / Jon Gibson

WE ARE TRANSMITTING THE FOLLOWING:

| | | | | | |
|---|---|---|---|---|---|
| [X] | ATTACHED | [ ] | UNDER SEPARATE COVER VIA ___ | | |
| [ ] | TRACINGS | [ ] | SPECIFICATIONS | [ ] | PRINTS |
| [ ] | SHOP DRAWINGS | [ ] | COPY OF LETTER | [ ] | SAMPLE |

| COPIES | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/24/2014 | Masci - Cert Disbursement of Pervious Periodic Payment to Subcontractor |
| | | DBE Payment Certs. |
| | | Monthly DBE Status Report |
| | | |
| | | |
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| | | | |
|---|---|---|---|
| [ ] | FOR YOUR USE | [ ] | APPROVED AS SUBMITTED |
| [X] | FOR REVIEW AND COMMENT | [ ] | APPROVED AS NOTED |
| [ ] | AS REQUESTED | [ ] | NOT APPROVED - RESUBMIT |
| [X] | APPROVAL REQUESTED | [ ] | SIGN FOR APPROVAL AND RETURN |

**REMARKS:**

Copy

SIGNED

Deborah White
Administrative Assistant

**IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US AT ONCE.**

EXHIBIT "C"

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**CERTIFICATION**

**DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS**

**(As required by Florida Transportation Code, Section 337.11, Subsection (11)(a), F.S.)**

DATE 10/25/14

PROJECT NO. 417-110 CONTRACT NO. 000987

TO RELEASE MONTHLY PAYMENT FOR: October

Masci General Contractor, Inc , prime contractor

for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Central Florida Expressway Authority ("Authority") for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Authority and work done under equipment-rental agreements.

EXCEPTION:

The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

| | |
|---|---|
| Subcontractor Name | Subcontractor Name |
| Street Address | Street Address |
| City, State, Zip | City, State, Zip |

Masci General Contractor, Inc
Contractor

By

Leticia Masci, Vice President
Title

Instructions:

1. Submit this certification to the Project Engineer.
2. Attach copy of the notification good cause sent to each applicable subcontractor.
3. A separate certification is required for each contract.
4. To avoid delay in payment, certification must reach the Project Engineer no later than the first working day before the monthly estimate cutoff date (generally the 25th of the month).
5. To be signed by principal of firm or someone with the delegated authority.
6. Any invoice which is in dispute and remains unpaid must be noted by an attached letter providing details.

Peteco
SR 417

| Item NO | Qty | Unit | unit Price | Amount | 8/25/2014 Pay Req Billed Qty | Unit | unit Price | Total Peteco | 9/25/2014 Pay Req Bill | Unit | unit Price | Total Peteco |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 101-1 | 1 | LS | $ 40,000.00 | $ 40,000.00 | 0.75 | LS | $ 40,000.00 | $ 30,000.00 | 1 | LS | $ 40,000.00 | $ 40,000.00 |
| 102-1 | 1 | LS | $ 82,500.00 | $ 82,500.00 | 0.6 | LS | $ 82,500.00 | $ 49,500.00 | 0.7 | LS | $ 82,500.00 | $ 57,750.00 |
| 110-1-1 | 1 | LS | $ 74,216.87 | $ 74,216.87 | 0.55 | LS | $ 74,216.87 | $ 40,819.28 | 0.6 | LS | $ 74,216.87 | $ 44,530.12 |
| 110-3 | 1 | LS | $ 5,000.00 | $ 5,000.00 | 0.4 | LS | $ 5,000.00 | $ 2,000.00 | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| 110-4 | 1 | LS | $ 5,000.00 | $ 5,000.00 | 1 | LS | $ 5,000.00 | $ 5,000.00 | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| 110-20-2 | 1 | LS | $ 2,000.00 | $ 2,000.00 | 1 | LS | $ 2,000.00 | $ 2,000.00 | 1 | LS | $ 2,000.00 | $ 2,000.00 |
| 120-1 | 41107 | CY | $ 5.50 | $ 226,088.50 | 25350 | CY | $ 5.50 | $ 139,425.00 | 28150 | CY | $ 5.50 | $ 154,825.00 |
| 120-6 | 50555 | CY | $ 7.00 | $ 353,885.00 | 27205 | CY | $ 7.00 | $ 190,435.00 | 34123 | CY | $ 7.00 | $ 238,861.00 |
| 160-4 | 36716 | SY | $ 3.40 | $ 124,834.40 | 32418.3 | SY | $ 3.40 | $ 110,222.22 | 32418.3 | SY | $ 3.40 | $ 110,222.22 |
| 285-704 | 19787 | SY | $ 4.46 | $ 88,250.02 | | SY | $ 4.46 | $ - | 17527.9 | SY | $ 4.46 | $ 78,174.43 |
| 285-711 | 23418 | SY | $ 8.92 | $ 208,888.56 | 10789.75 | SY | $ 8.92 | $ 96,244.57 | 21478.92 | SY | $ 8.92 | $ 191,591.97 |
| 327-70-1 | 16928 | SY | $ 1.37 | $ 23,191.36 | | SY | $ 1.37 | $ - | | SY | $ 1.37 | $ - |
| 327-70-2 | 14263 | SY | $ 1.37 | $ 19,540.31 | 14263 | SY | $ 1.37 | $ 19,540.31 | 14263 | SY | $ 1.37 | $ 19,540.31 |
| 327-70-4 | 2099 | SY | $ 1.37 | $ 2,875.63 | 2099 | SY | $ 1.37 | $ 2,875.63 | 2099 | SY | $ 1.37 | $ 2,875.63 |
| 327-70-7 | 1477 | SY | $ 1.37 | $ 2,023.49 | 1477 | SY | $ 1.37 | $ 2,023.49 | 1477 | SY | $ 1.37 | $ 2,023.49 |
| 327-70-8 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 |
| 327-70-11 | 12094 | SY | $ 1.37 | $ 16,568.78 | 1203.15 | SY | $ 1.37 | $ 1,648.32 | 1203.15 | SY | $ 1.37 | $ 1,648.32 |
| 327-70-12 | 267 | SY | $ 1.37 | $ 365.79 | 267 | SY | $ 1.37 | $ 365.79 | 267 | SY | $ 1.37 | $ 365.79 |
| 327-70-13 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 |
| 327-70-15 | 844 | SY | $ 1.37 | $ 1,156.28 | 844 | SY | $ 1.37 | $ 1,156.28 | 844 | SY | $ 1.37 | $ 1,156.28 |
| 327-70-17 | 7908 | SY | $ 1.37 | $ 10,833.96 | 7908 | SY | $ 1.37 | $ 10,833.96 | 7908 | SY | $ 1.37 | $ 10,833.96 |
| 327-70-19 | 7477 | SY | $ 1.37 | $ 10,243.49 | | SY | $ 1.37 | $ - | | SY | $ 1.37 | $ - |
| 327-70-20 | 10988 | SY | $ 1.37 | $ 15,053.56 | 12066.3 | SY | $ 1.37 | $ 16,530.83 | 12068.3 | SY | $ 1.37 | $ 16,533.57 |
| 327-70-22 | 1283 | sy | $ 1.37 | $ 1,757.71 | 1283 | sy | $ 1.37 | $ 1,757.71 | 1283 | sy | $ 1.37 | $ 1,757.71 |
| 327-70-26 | 994 | sy | $ 1.37 | $ 1,361.78 | 994 | sy | $ 1.37 | $ 1,361.78 | 994 | sy | $ 1.37 | $ 1,361.78 |
| 334-1-12 | 3404.9 | tn | $ 23.50 | $ 80,015.15 | | tn | $ 23.50 | $ - | 1369 | tn | $ 23.50 | $ 32,171.50 |
| 334-1-13 | 178.1 | tn | $ 23.50 | $ 4,185.35 | | tn | $ 23.50 | $ - | | tn | $ 23.50 | $ - |
| 334-1-14 | 8332.5 | tn | $ 23.50 | $ 195,813.75 | 10301.12 | tn | $ 23.50 | $ 242,076.32 | 13393.92 | tn | $ 23.50 | $ 314,757.12 |
| 334-1-24 | 8923.8 | tn | $ 23.50 | $ 209,709.30 | | tn | $ 23.50 | $ - | 1712.94 | tn | $ 23.50 | $ 40,254.09 |
| 337-7-22 | 3083.5 | tn | $ 23.50 | $ 72,462.25 | | tn | $ 23.50 | $ - | | tn | $ 23.50 | $ - |
| 339-1 | 875.1 | tn | $ 23.50 | $ 20,564.85 | | tn | $ 23.50 | $ - | 583.49 | tn | $ 23.50 | $ 13,712.02 |
| | | | | $ 1,900,000.00 | | | | $ 967,430.35 | | | | $ 1,388,560.16 |
| | | | | | Peteco Rental Trucks 7/25 | | | $ 222,204.38 | Peteco Rental Trucks 7/25 | | | $ 18,842.45 |
| | | | | | Peteco Invoicing 8/25 | | | $ 745,225.97 | Peteco Invoicing 8/25 | | | $ 1,369,717.71 |
| | | | | | | | | | | | 9/25 | $ 399,287.36 |

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **$418,129.81**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072626
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Five Star Dewatering Inc**
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **No Payment**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Wellpoints - No Work**

Signed by official of Prime Contractor _____

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

_____
**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Angoc Inc**
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **No Payment**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **no work**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **C & F Hyatt Constuction**
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **$1,125.00**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Concrete Work**

Signed by official of Prime Contractor _____

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**Deborah White**
Notary Public

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: December ~~November 25, 2014~~
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE | | | % Completed to Date | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Prior Month | This Month | To Date | Bid | Actual |
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $1,388,560.16 | ($1,157,295.06) | $231,265.10 | 11.23% | 2.29% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $38,272.41 | $5,222.52 | $43,494.93 | 2.11% | 0.43% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $1,433,382.57 | ($1,152,072.54) | $281,310.03 | 13.66% | 2.78% |

EXHIBIT "D"

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**

DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **(1,157,295.06)**

If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **23** day of **December, 2014**

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**Deborah White**
Notary Public

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: ~~December 25, 2014~~ January
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $231,265.10 | $10,912.50 | $242,177.60 | 11.76% | 2.40% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $43,494.93 | $0.00 | $43,494.93 | 2.11% | 0.43% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $281,310.03 | $10,912.50 | $292,222.53 | 14.19% | 2.89% |

EXHIBIT "E"

CG-E03 Feb 06

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**

DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **10,912.50**

If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor _____

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **23** day of **January, 2015**

_____

**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072028
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# CONSENT AGENDA ITEM

# #20

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## MEMORANDUM

**TO:** Central Florida Expressway Authority Board

**FROM:** Joseph L. Passiatore, General Counsel

**DATE:** March 24, 2015

**SUBJECT:** Settlement Release with National Interstate Insurance Company for Repairs on S.R. 408 Crash on March 23, 2014

---

CFX staff has been diligently pursuing a claim against Shelly's Septic Tank, Inc. and its insurer National Interstate Insurance Company for repair damages incurred as a result of a collision on westbound S.R. 408 which destroyed a full span sign truss and attendant signing and lighting.

The insurer has now agreed to pay 100% of CFX's claim which totaled $172,007.82. A check for $164,986.73 (copy attached) has been received and deposited and an additional check for $7,021.09 is forthcoming (see attached email).

Staff recommends authorization for the Chairman to sign the attached release as requested by National Interstate.

JLP/ml
Attachments

cc: Ben Dreiling
Michael Carlisle

NATIONAL INTERSTATE

March 24, 2015

KNOW ALL BY THESE PRESENT that I, on behalf of Central Florida Expressway Authority for and in consideration of the sum of **one hundred seventy two thousand seven dollars and eighty two cents ($172,007.82)** the receipt whereof is hereby acknowledged, do hereby for my heirs, executors, administrators, successors, assigns and any and all other persons, firms, employers, corporations, associations and/or partnerships forever release, acquit and discharge Glanville Angel, Shelley's Septic Tanks Inc., **AND NATIONAL INTERSTATE INSURANCE COMPANY** of actions, demands, rights, damages, costs, expenses, accrued and unaccrued claims for property damages, bodily injury, and loss of use including lost income on account of or in any way growing out of, any and all known and unknown damages resulting from the collision loss which occurred on or about **March 23, 2014 in Orlando Florida, referenced by claim number 1164793**. I agree that this release is a compromise of a disputed claim, wherein all liability is denied.

***I have read this release and understand it. I further represent that I am authorized to execute this release on behalf of Central Florida Expressway Authority.***

_____ _____

Welton Cadwell
Central Florida Expressway Authority Chairman

Date

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

3250 Interstate Drive • Richfield, Ohio 44286 • Phone (330) 659-8900 • Fax (330) 659-8909
Website: www.nationalinterstate.com

**NATIONAL INTERSTATE INSURANCE COMPANY**

CENTRAL FL EXPRESSWAY AUTH
4974 ORLANDO TOWER RD
ORLANDO, FL 32807

| | |
|---|---|
| **CHECK NUMBER** | 5000306513 |
| **CHECK DATE** | 03/17/15 |
| **VENDOR CODE** | CENTRAL FL EXPR |
| **CHECK AMOUNT** | $ 164,986.73 |

| Invoice Date | Invoice No. | Description | Invoice Amt |
|---|---|---|---|
| 03/16/15 | GPS/01164793/7930676 | CLAIM # 1164793<br>3/23/2014 - GLANVILL R. ANGEL CRASH/SR 408 WESTBOUND | 164,986.73 |

23 MAR '15 PM12:48

MEMO:

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

**NATIONAL INTERSTATE INSURANCE COMPANY**
**3250 INTERSTATE DRIVE**
**RICHFIELD, OHIO 44286**
**(330) 659-8900**

Fifth Third Bank
Newport, KY
73-27/421

**05000306513**

VOID VOID VOID

**DATE:** MAR 17, 2015

**PAY:** ONE HUNDRED SIXTY-FOUR THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS & 73/100

$****164,986.73

**TO THE ORDER OF:**

CENTRAL FL EXPRESSWAY AUTH ATTN JOE PASSIATORE
4974 ORLANDO TOWER RD
ORLANDO, FL 32807

gary n. monda

Details on back.
Security features included.

⑈5000306513⑈ ⑆042100272⑆ 7481615446⑈

## Joe Passiatore

**From:** Greg P. Steidl <Greg.Steidl@natl.com>
**Sent:** Tuesday, March 24, 2015 8:25 AM
**To:** Joe Passiatore
**Subject:** RE: Claim#1164793
**Attachments:** Release.doc

Joe,

We will agree to pay your demand of $7,021.09 which will bring the aggregate total for this claim to $172,007.82. I have attached the release for your review.

Thanks,

**Greg P. Steidl**
Claims Adjuster
National Interstate
800-929-1500 x1511
**www.natl.com**
An insurance experience built around you
**> Watch our video**




Company Email Disclaimer: This message contains confidential information and is intended only for the individual(s) named above. If you are not a named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately if you have received this email by mistake and delete this email from your system. Email transmission cannot be guaranteed to be secure or error-free and could be corrupted in transmission and/or contain viruses. The sender therefore does not accept liability for any such errors, corruptions or viruses which occur as a result of this email transmission. If you need to contact us, our address is: National Interstate, 3250 Interstate Drive, Richfield, OH 44286. Website: www.natl.com

**From:** Joe Passiatore [mailto:Joe.Passiatore@CFXWay.com]
**Sent:** Friday, March 20, 2015 10:32 AM
**To:** Greg P. Steidl
**Subject:** Claim#1164793

Greg,

The deadline for presenting items to the CFX board for approval at their next meeting is Wednesday March 25th.

Can you send me National's release for this claim by then so I can get it approved at the Board's April 9th meeting? Thanks.

Joe Passiatore

**Joseph Passiatore**
**CFX General Counsel**

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807

(o) 407.690.5000
(d) 407.690-5381
Joe.Passiatore@CFXWay.com

PLEASE NOTE: Florida has a very broad public records law (F.S. 119). All e-mails to and from the Expressway Authority are kept as a public record. Your e-mail communications, including your e-mail address, may be disclosed to the public and media at any time.

# CONSENT AGENDA ITEM

# #21

SHUTTS & BOWEN LLP

*Founded 1910*

# MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0082

FROM: David A. Shontz

DATE: March 16, 2015

RE: **State Road 429 Wekiva Parkway, Project 429-205, Parcel Resolution**

---

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Resolution and requests the Board approve the adoption of this Resolution for the acquisition of Parcel 285 for the construction of State Road 429 Wekiva Parkway Project 429-205.

**DESCRIPTION AND BACKGROUND:**

The Resolution is being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. Additionally, the Resolution is being sought as a step in the process of property acquisition consistent with the requirements of the CFX Property Acquisition and Disposition Procedures Manual.

Acquisition of the following parcel is necessary for the construction of the State Road 429 Wekiva Parkway Project 429-205:

Parcel 285 is a fee simple acquisition of 2.288 acres, more or less, from property located between Boch Road to the north and Haas Road to the south, east of Plymouth Sorrento Road in Orange County, Florida.

**REQUESTED ACTION:**

Right-of-Way counsel respectfully requests the Board adopt the attached Resolution to allow acquisition of Parcel 285 for the construction of State Road 429 Wekiva Parkway Project 429-205.

**ATTACHMENT:**

Resolution for Parcel 285

ORLDOCS 13921156 1

# RESOLUTION

**WHEREAS,** the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "AUTHORITY") pursuant to Chapter 348, Part III, Florida Statutes, Chapter 369, Part III, Florida Statutes, and Florida Statutes Chapters 73 and 74, is authorized and empowered to acquire, hold, construct, improve, maintain, operate, and own the CENTRAL FLORIDA EXPRESSWAY SYSTEM (the "SYSTEM"), and is further authorized to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** the SYSTEM is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, including, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers the AUTHORITY to acquire private or public property and property rights as the AUTHORITY may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers the AUTHORITY to construct any extensions, additions or improvements to the SYSTEM or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

**WHEREAS,** in furtherance of such authorization, the AUTHORITY has been granted the right to acquire private or public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

**WHEREAS,** the AUTHORITY has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the SYSTEM, including the State Road 429 Wekiva Parkway Project Number 429-205, and the AUTHORITY has determined that to do so it is necessary and in the public interest that the AUTHORITY obtain certain parcels of land in Orange County, Florida, in fee simple, easement, temporary construction easement, and water retention areas, the legal description with the property interest sought being attached hereto as Schedule "A," and, therefore, be it

**RESOLVED** that for the above reasons it is reasonably necessary, practical and in the best interest of the public and the AUTHORITY that the fee simple interest, easement, temporary construction easement, water retention areas and such other property interests as may be within the scope of the description in Schedule "A" be acquired in the name of the AUTHORITY by gift, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Orange County, Florida, heretofore as described in the attached Schedule "A;" and, be it further

**RESOLVED** that the AUTHORITY, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other

property interests as described in the attached Schedule "A" by gift, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of the AUTHORITY all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith; and, be it further

**RESOLVED** that this Resolution shall take effect immediately upon adoption.

**ADOPTED** this _____ day of April, 2015.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell
Chairman

(SEAL)

ATTEST:

By: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

_____
Joseph L. Passiatore
General Counsel

ORLDOCS 13921137 1

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 285
PURPOSE: LIMITED ACCESS RIGHT-OF-WAY
ESTATE: FEE SIMPLE

## LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT WITH A 2" BRASS DISK STAMPED "ORANGE COUNTY ENGR. DEPT. SEC. CONTROL 1/4 5/6/5/7 T20 S R28E"; THENCE NORTH 03°43'34" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1279.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°43'34" WEST ALONG SAID WEST LINE, A DISTANCE OF 300.72 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 331.91 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°42'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.77 FEET TO A POINT ON THE AFORESAID SOUTH LINE; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°05'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 331.79 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 2.288 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND



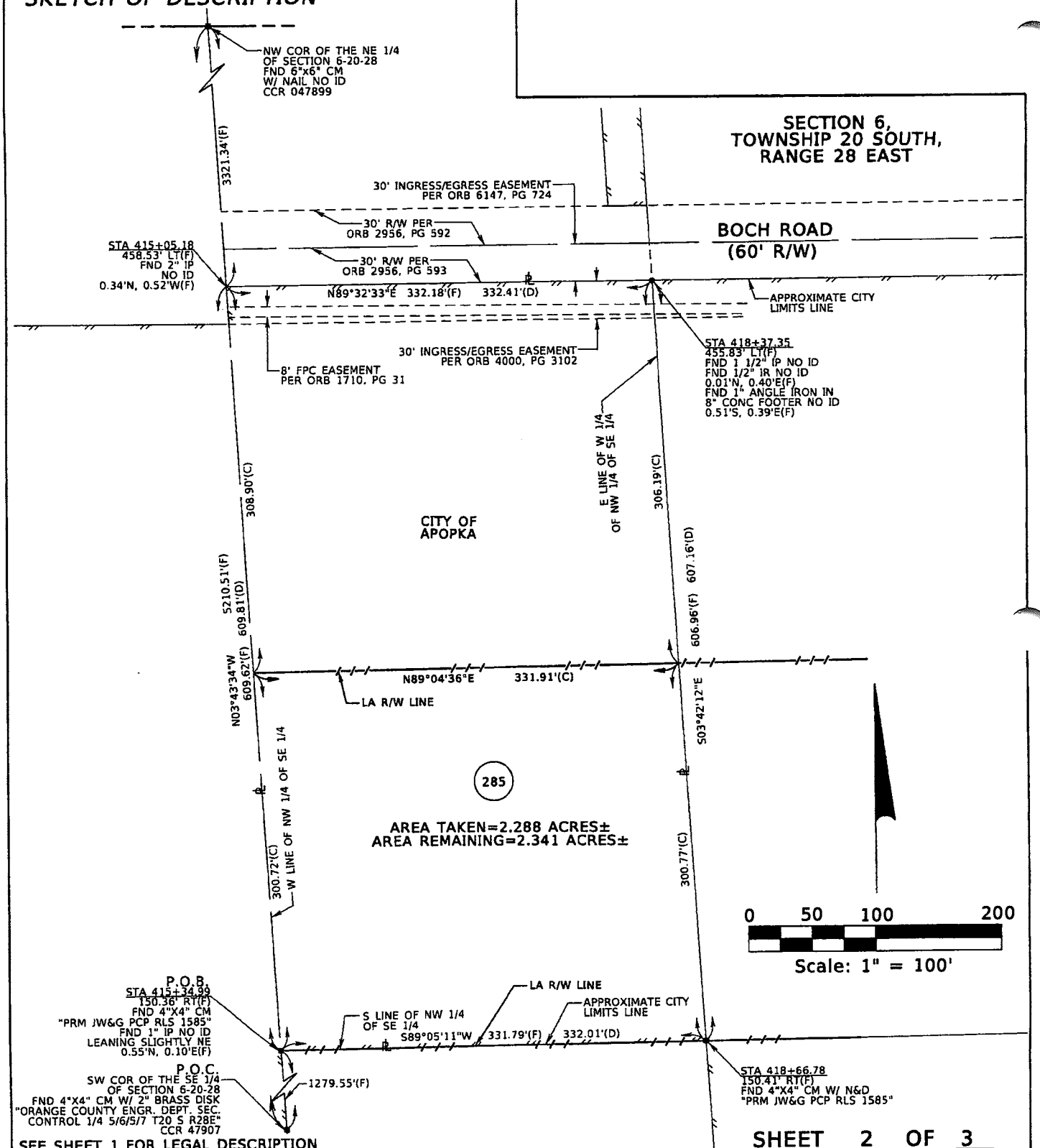
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: APRIL 11, 2013
PROJECT NO.: P04-04
DRAWN: DPW CHECKED: JMS

*STATE ROAD 429*
*OOCEA PROJECT NO. 429-205*
*PARCEL NO. 285*

*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*

**SCHEDULE "A"**

# 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: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429**
**OOCEA PROJECT NO. 429-205**
**PARCEL NO. 285**


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 | LA | = LIMITED ACCESS |
| (D) | = DEED | LT | = LEFT |
| (F) | = FIELD | N&D | = NAIL AND DISK |
| CCR | = CERTIFIED CORNER RECORD | N: | = NORTHING |
| CM | = CONCRETE MONUMENT | NO. | = NUMBER |
| COR | = CORNER | ORB | = OFFICIAL RECORDS BOOK |
| DB | = DEED BOOK | ℄ | = PROPERTY LINE |
| E: | = EASTING | PG | = PAGE |
| FND | = FOUND | P.O.B. | = POINT OF BEGINNING |
| FPC | = FLORIDA POWER CORPORATION | P.O.C. | = POINT OF COMMENCEMENT |
| ID | = IDENTIFICATION | RT | = RIGHT |
| IP | = IRON PIPE | R/W | = RIGHT OF WAY |
| IR | = IRON ROD | STA | = STATION |
| IRC | = IRON ROD AND CAP | 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 WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 03°43'34" 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 FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 18, 2012, FILE NO. 2037-2840317, 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 | DPW | 05/23/2013 |

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 — 11-21-13 DATE

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 285

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

# CONSENT AGENDA ITEM

# #22

SHUTTS & BOWEN LLP

*Founded 1910*

# M E M O R A N D U M

TO: Central Florida Expressway Authority Board

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: March 18, 2105

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 177
Mediated Settlement Agreement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Felipe Villagomez-Arriaga ("Owner") for the settlement of Parcel 177 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203. The Right-of-Way Committee has recommended approval of the mediated settlement agreement.

## DESCRIPTION AND BACKGROUND

Parcel 177 is a partial taking totaling .691 acres with a remainder of 2.313 acres. The parent tract is improved with a 936 s.f. two bedroom/one bath manufactured home built in 1966. Additional improvements include a shell/dirt drive, field wire fencing, a metal shed and landscaping.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams, Inc. The subject property is currently zoned A-1 (Citrus Rural District - Agricultural) with a Rural/Agricultural (R) future land use category. Mr. Hall concludes the highest and best use of the subject property is for rural residential development. Mr. Hall used the Sales comparison approach and had 5 land sales ranging from $22,874 to $30,021 per ac. and concluded a value of $30,000 per ac.

The remainder property contains 2.313 acres of land and Mr. Hall opines that the remainder property will be damaged by 30% due to its proximity to the expressway in the after condition. Accordingly, Mr. Hall's total value conclusion is $41,600 ($20,800 land and $20,800 damages).

Mr. Villagomez-Arriaga's appraisal of the subject property was prepared by Rick

Dreggors of Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from $66,795.00 to $159,025.00 per ac. and concluded a value of $75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the proximity to S.R. 429. Accordingly, Mr. Dreggors total value conclusion for Parcel 177 is $160,300 ($51,800 land and $108,500 damages).

Parcel 177 was scheduled for a 4 - 5 day trial in May 2015. Per Court order, the parties held mediation on February 23, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Villagomez-Arriaga the sum of $61,200, plus attorney's fees and experts costs. This would result in the CFX depositing an additional $19,600 into the court registry (CFX receives a credit of $41,600 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be $6,468.

The Right-of-Way Committee recommends the approval of the Mediated Settlement Agreement and we are requesting Board approval of the Mediated Settlement Agreement and is in the CFX's best interest. This settlement considers the substantial differences of opinion regarding valuation issues to be presented to the jury by both parties, credibility of expert witnesses and it will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

## RECOMMENDATION

We respectfully request that the CFX Board approve the Mediated Settlement with a total settlement amount of $61,200 in full settlement of all claims for compensation for the acquisition of Parcel 177.

## ATTACHMENTS

Exhibit "A" – Exhibits and Sketch of Subject Property




**AERIAL PHOTO**
**PARCEL 177**



EXHIBIT "A"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, A DISTANCE OF 1336.19 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'39" WEST ALONG SAID WEST LINE, A DISTANCE OF 400.03 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 400 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°27'56" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 293.42 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5919.58 FEET, A CHORD DISTANCE OF 100.88 FEET AND A CHORD BEARING OF SOUTH 08°05'30" EAST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'35", A DISTANCE OF 100.88 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 500 FEET OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID CURVE RUN SOUTH 89°27'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 308.04 FEET TO ITS INTERSECTION WITH THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'39" EAST ALONG SAID WEST LINE, A DISTANCE OF 100.01 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 0.691 ACRES, MORE OR LESS

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2846864 DATED 11/05/2012.

**LEGEND & ABBREVIATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CB | = CHORD BEARING | ID. | = IDENTIFICATION | P.I. | = POINT OF INTERSECTION | (R) | = RADIAL |
| C.C.R. | = CERTIFIED CORNER RECORD | I.R. | = IRON ROD | P.O.B. | = POINT OF BEGINNING | SEC. | = SECTION |
| CH | = CHORD LENGTH | L | = ARC LENGTH | P.O.C. | = POINT OF COMMENCEMENT | TIITF | = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. | = CORNER | L.A. | = LIMITED ACCESS | PROJ. | = PROJECT | W/ | = WITH |
| (C) | = CALCULATED DISTANCE | LB | = LICENSED SURVEY BUSINESS | P.T. | = POINT OF TANGENCY | ℄ | = PROPERTY LINE |
| D.B. | = DEED BOOK | LT | = LEFT | (P) | = PLAT | ⫽ | = SAME PROPERTY OWNER |
| ESMT | = EASEMENT | NO. | = NUMBER | R | = RADIUS | Δ | = DELTA (CENTRAL ANGLE) |
| EXIST. | = EXISTING | O.R.B. | = OFFICIAL RECORDS BOOK | R.B.M. | = ROAD BOND MAP | ⊙ | = CHANGE IN DIRECTION |
| FND. | = FOUND | P.C. | = POINT OF CURVATURE | RT | = RIGHT | ⫽⫽⫽ | = LIMITED ACCESS R/W LINE |
| FPC | = FLORIDA POWER CORPORATION | PG./PGS. | = PAGE / PAGES | R/W | = RIGHT OF WAY | ——— | = R/W LINE |
| (F) | = FIELD DISTANCE | | | | | | |

| | | | |
|---|---|---|---|
| DATE | SEPTEMBER 16, 2013 | | |
| DRAWN BY | M.ROLLINS | | |
| CHECKED BY | S.WARE | | |
| BSA PROJECT NO. | EA11-J3 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| REVISION | BY | DATE | |


CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-849-8664


SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

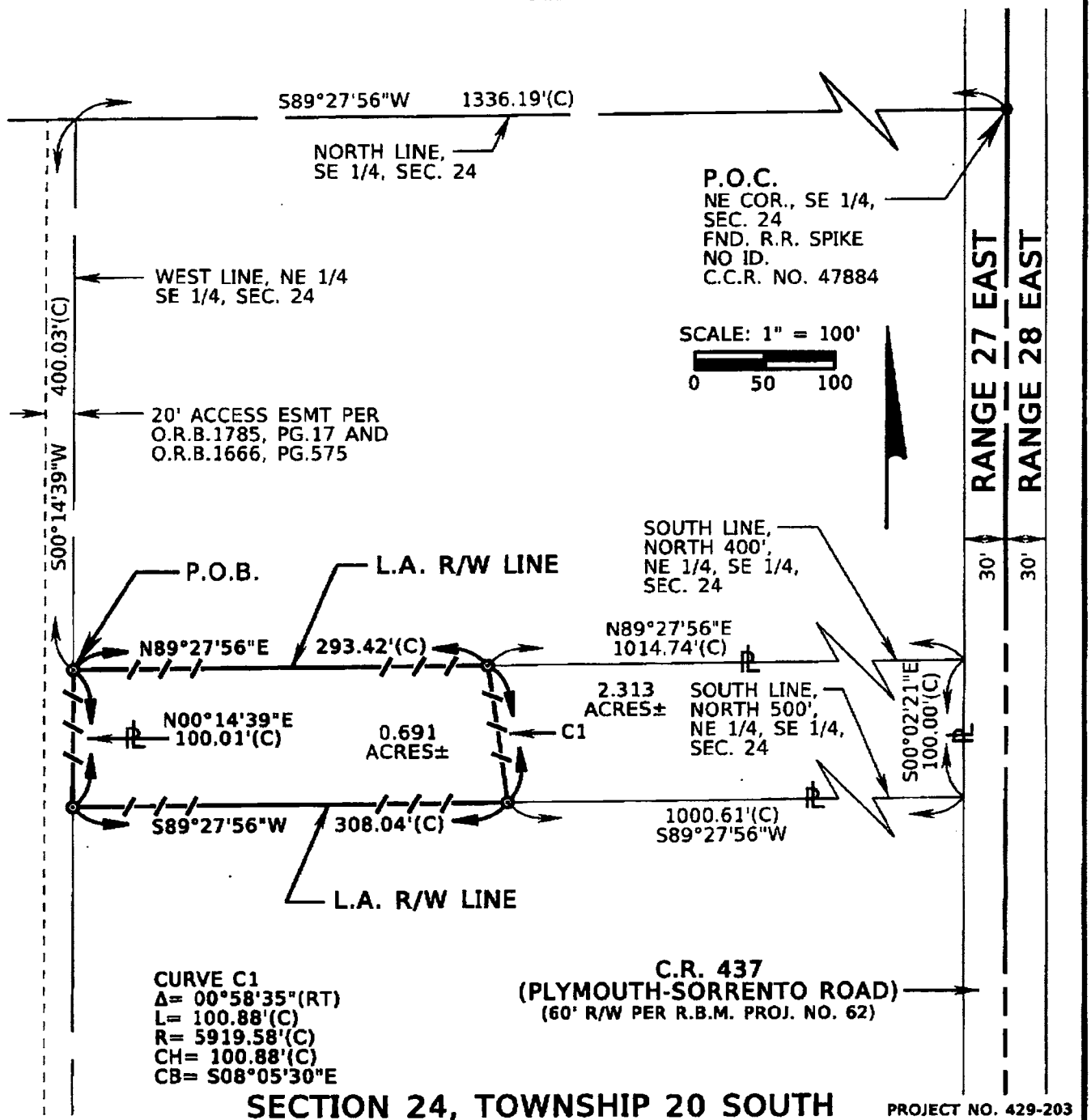
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 177

SCALE: N/A

SHEET 1 OF 2

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




CURVE C1
Δ= 00°58'35"(RT)
L= 100.88'(C)
R= 5919.58'(C)
CH= 100.88'(C)
CB= S08°05'30"E

# SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRD, P.S.M. #5442 — DATE 5/16/13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


CERTIFICATION OF AUTHORIZATION No. LB 1221
BOYATER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8564


SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 177

SCALE: 1"=100'

SHEET 2 OF 2

# CONSENT AGENDA ITEM

# #23

SHUTTS & BOWEN LLP

*Founded 1910*

# MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 180
Mediated Settlement Agreement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and James V. Cravey ("Owner") for the settlement of Parcel 180 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203. The Right-of-Way Committee has recommended approval of the mediated settlement agreement.

## DESCRIPTION AND BACKGROUND

Parcel 180 is a partial taking totaling 1.633 acres with a remainder of 3.27 acres. The parent tract is improved with a 1,739 s.f. three bedroom/two bath manufactured home built in 1998. Additional improvements on the parent tract include a 900 s.f. stable/storage building and a 320 s.f. covered storage area. This property is the homestead of Mr. James V. Cravey and Kimberly K. Cravey (spouse). Additionally, Mr. Cravey operates a Florida business entity on the subject property known as Jimmy's Custom Cabinetry LLC, which manufactures and sells custom doors.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. The subject property is currently zoned A-2 (Farmland Rural District) with a Rural/Agricultural (R) future land use category. Mr. Durrance concluded the highest and best use of the subject property is for continued use of the existing improvements. Mr. Durrance used the Sales comparison approach and had 9 land sales ranging from $17,100 to $29,300 per ac. and concluded a value of $22,500 per ac. Additionally, Mr. Durrance with the engineering assistance of Lee Moree, P.E. identified and valued the improvements within the taking, which included Wood fencing, barbed-wire fence, hog-wire fence, metal swing gate, and drive aisle totaling $5,700.

The remainder property contains 3.27 acres of land with a slightly irregular shape and essentially the same residential improvements that existed prior to the taking. The remainder will require a cure to modify the graded road/driveway and fencing/gates. The net cost to cure is valued at $17,000.

Additionally, in the after condition, the expressway travel lanes are setback from the remainder western property line approximately 95 feet and the manufactured home will be set back approximately 165 feet from the closest travel lane. The character of the subject property in the after has significantly changed from a rural-type setting, to an undeveloped acreage that is located proximate to an expressway. Therefore, Mr. Durrance estimated $50,000 in damages to the remainder. Accordingly, Mr. Durrance's total value conclusion is $109,400 ($36,700 land, $5,700 improvements and $67,000 damages and cost to cure).

Mr. Cravey's appraisal of the subject property was prepared by Rick Dreggors of Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from $66,795.00 to $159,025.00 per ac. and concluded a value of $75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the irregular shape and proximity to S.R. 429 in the after condition. Accordingly, Mr. Dreggors total value conclusion for Parcel 180 is $343,300 ($122,500 land, $5,700 improvements, $214,900 damages and cost to cure).

In addition to the appraised value of Parcel 180, counsel for the Cravey's asserted a business damage claim in the amount of $43,212 arguing that Mr. Cravey will be forced to close as a result of the taking of Parcel 180 in that after the taking he will no longer have access to haul trash, circulation on the property will be severely impacted and the taking will destroy the business' modest profits. Accordingly, the Cravey's were seeking a total of $386,512.00 for the taking of Parcel 180, inclusive of his business damage claim.

Parcel 180 was scheduled for a 5 day trial in April 2015. Per Court order, the parties held mediation on February 24, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Cravey the sum of $170,000, which includes a waiver and withdrawal of the business damage claim, plus attorney's fees and experts costs. This would result in the CFX depositing an additional $60,600 into the court registry (CFX receives a credit of $109,400 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be $20,196.

The Right-of-Way Committee recommends the approval of the Mediated Settlement Agreement and we are requesting Board approval of the Mediated Settlement Agreement and is in the CFX's best interest. This settlement considers the substantial differences of opinion regarding valuation issues to be presented to the jury by both parties, credibility of expert witnesses and it will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property

owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

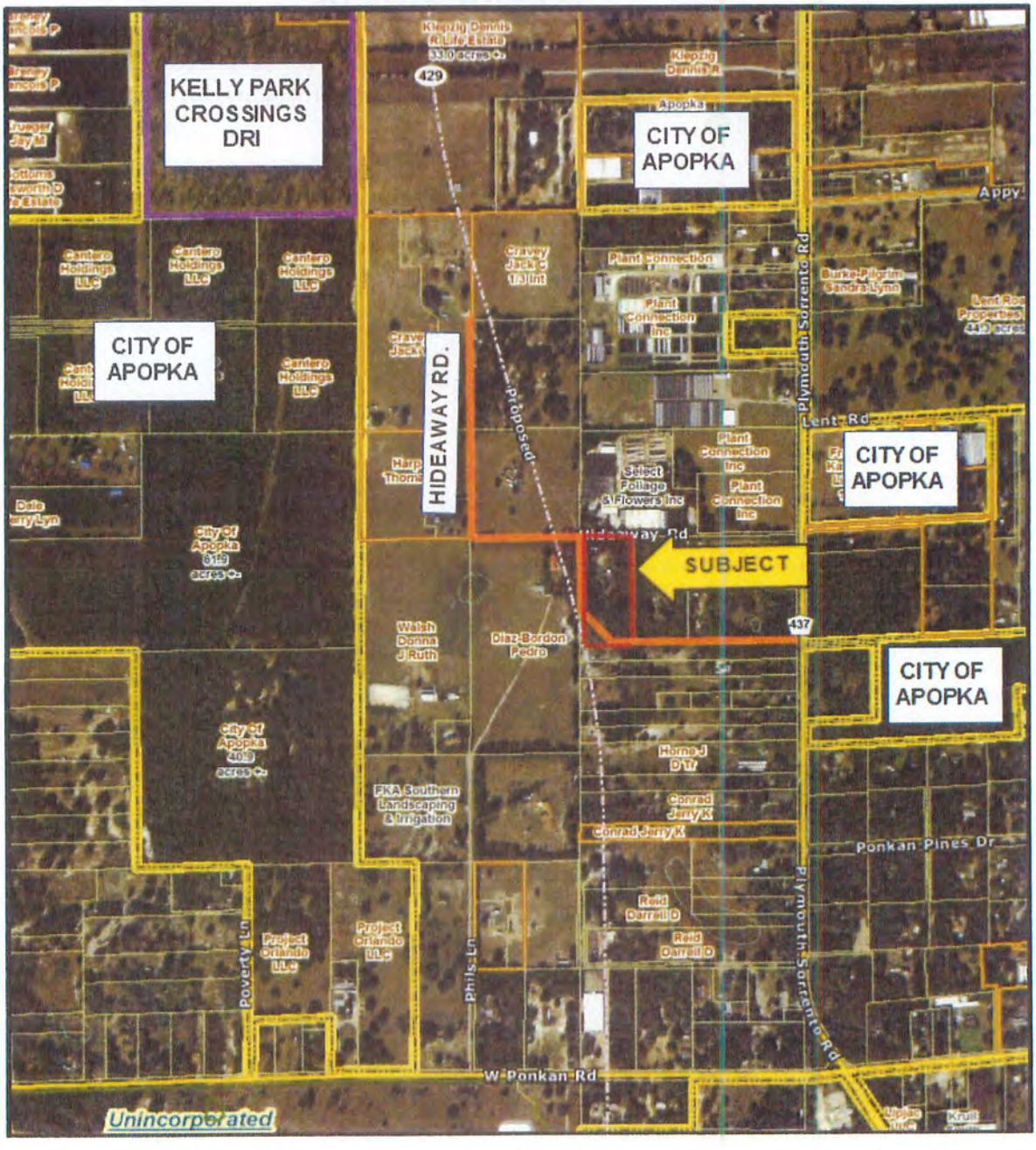
## RECOMMENDATION

We respectfully request that the CFX Board approve the Mediated Settlement with a total settlement amount of $170,000 in full settlement of all claims for compensation for the acquisition of Parcel 180.

## ATTACHMENTS

Exhibit "A" – Exhibits and Sketch of Subject Property

ORLDOCS 13924597 1

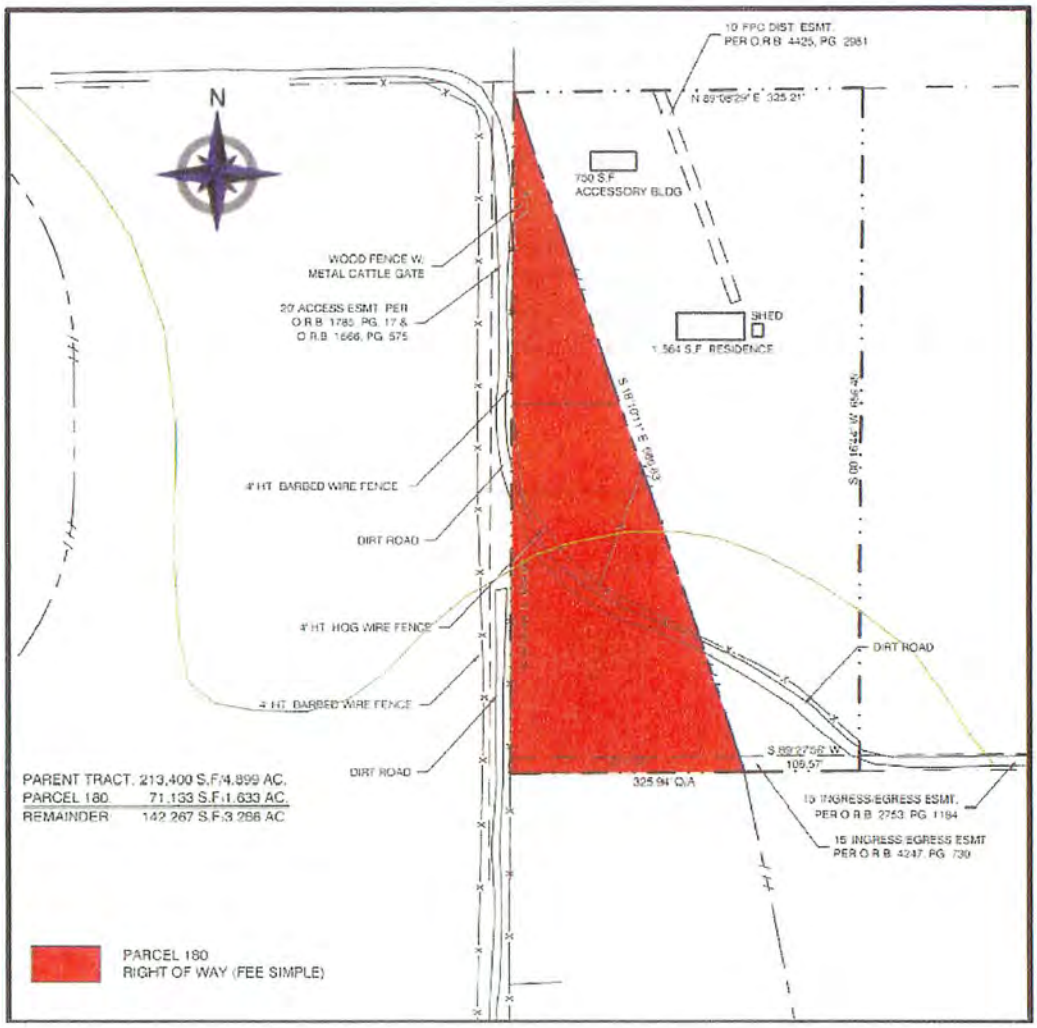



**AERIAL MAP OF SUBJECT AREA**



EXHIBIT "A"

Taking Sketch




## REMAINDER DESCRIPTION

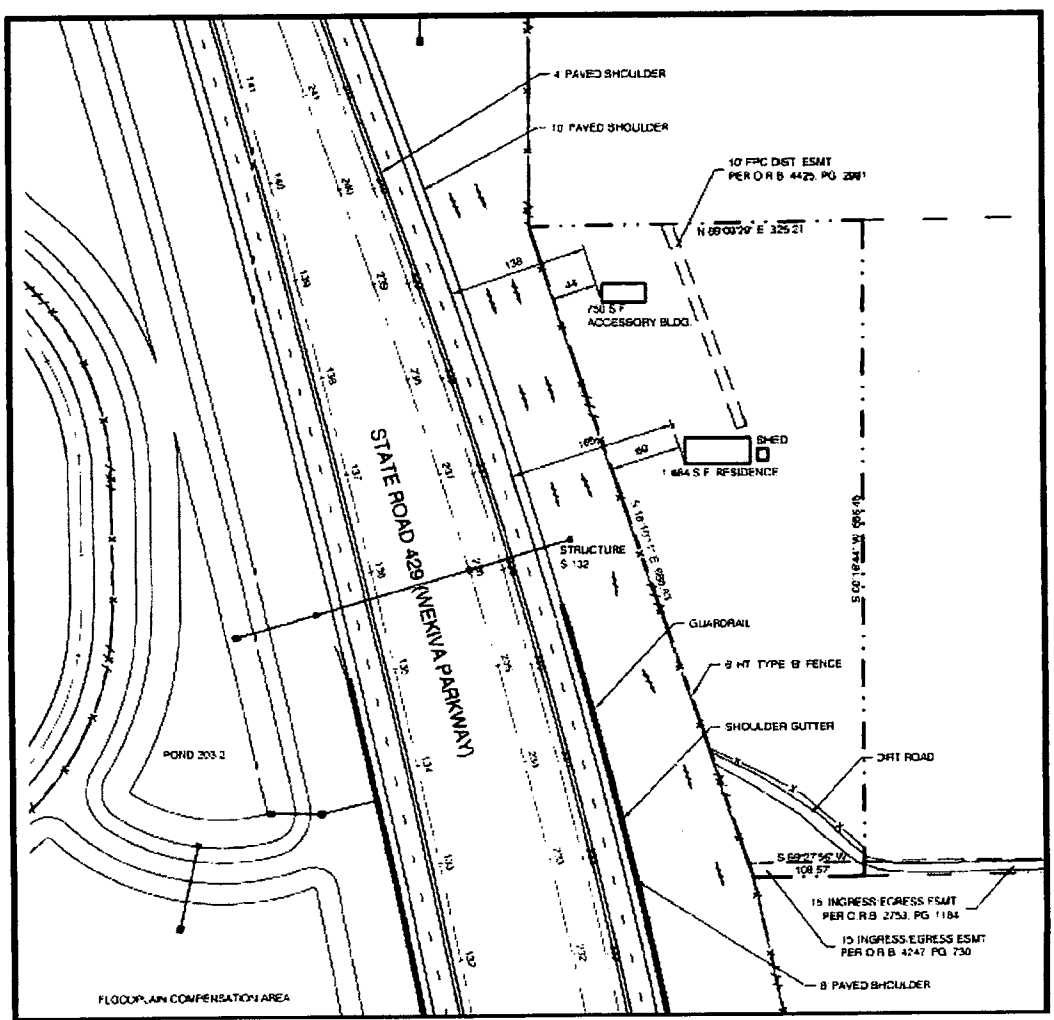
The remainder contains 3.266 acres of land, with a slightly irregular shape and essentially the same residential improvements that existed prior to the taking. However, the remainder will require a cure to modify the graded roadway/driveway and fencing/gates.

Within the acquisition area, the CFX will construct fencing adjacent to the remainder property line, sloped embankment, berm, roadside ditch and the new expressway. Adjacent to the southern 300 +/- feet of the remainder, the outside lane of State Road 429 (Wekiva Parkway) will be constructed with an 8-foot paved shoulder, a 3.5-foot concrete shoulder gutter and guardrail. The cross-sections show the back of shoulder gutter will be graded with a 6 percent slope for 13 feet (0.78 foot rise) then transition with a 3:1 slope to a roadside ditch. The ditch will have a 5-foot wide flat bottom and a 3:1 back slope to tie into the existing grade in the limited access right-of-way.

Adjacent to the central and northern areas of the remainder, the outside lane will be constructed with a 12-foot wide (10-foot paved, 2-foot stabilized) shoulder. The cross-sections show the back of shoulder will be graded with a 6:1 slope to a roadside ditch. The ditch will have a 5-foot wide flat bottom and will be graded with a 4:1 back slope to a 10-foot wide berm. The backside of the berm will be graded with a 3:1 slope to a second ditch that will accept runoff from the remainder. The ditch will have a 5-foot wide flat bottom and a 3:1 back slope to match the existing grade in the limited access right-of-way.

The outside edge of pavement will be 16-feet above existing grade, as measured from the new right-of-way line, near the southern remainder boundary. The outside edge of pavement will be near grade at the central portion of the remainder and about 6-feet below grade towards the northern remainder boundary. The expressway travel lanes are setback from the remainder western property line more than 95 feet and the manufactured residence will be setback about 165 feet from the closest travel lane.

Remainder Sketch




**HIGHEST AND BEST USE (AFTER)**

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 24, A DISTANCE OF 1118.82 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 27'56" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 217.37 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°16'44" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER, A DISTANCE OF 654.62 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8117, PAGE 958, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WEST LINE AND SAID SOUTH LINE RUN SOUTH 18°10'11" EAST, A DISTANCE OF 686.83 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 1.633 ACRES, MORE OR LESS

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2777365 DATED 07/11/2012.

**LEGEND & ABBREVIATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CB | = CHORD BEARING | ID. | = IDENTIFICATION | P.I. | = POINT OF INTERSECTION | (R) | = RADIAL |
| C.C.R. | = CERTIFIED CORNER RECORD | I.R. | = IRON ROD | P.O.B. | = POINT OF BEGINNING | SEC. | = SECTION |
| CH | = CHORD LENGTH | L | = ARC LENGTH | P.O.C. | = POINT OF COMMENCEMENT | TIITF | = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. | = CORNER | L.A. | = LIMITED ACCESS | PROJ. | = PROJECT | W/ | = WITH |
| (C) | = CALCULATED DISTANCE | LB | = LICENSED SURVEY BUSINESS | P.T. | = POINT OF TANGENCY | ℄ | = PROPERTY LINE |
| D.B. | = DEED BOOK | LT | = LEFT | (P) | = PLAT | ⁄ | = SAME PROPERTY OWNER |
| ESMT | = EASEMENT | NO. | = NUMBER | R | = RADIUS | Δ | = DELTA (CENTRAL ANGLE) |
| EXIST. | = EXISTING | O.R.B. | = OFFICIAL RECORDS BOOK | R.B.M. | = ROAD BOND MAP | ⊙ | = CHANGE IN DIRECTION |
| FND. | = FOUND | P.C. | = POINT OF CURVATURE | RT | = RIGHT | | = LIMITED ACCESS R/W LINE |
| FPC | = FLORIDA POWER CORPORATION | PG./PGS. | = PAGE / PAGES | R/W | = RIGHT OF WAY | | = R/W LINE |
| (F) | = FIELD DISTANCE | | | | | | |

| | | | |
|---|---|---|---|
| DATE | SEPTEMBER 16, 2013 | | |
| DRAWN BY | M.ROLLINS | | |
| CHECKED BY | S.WARE | | |
| BSA PROJECT NO. | EA11-J1 | | |
| | | | |
| | | | |
| | | | |
| | | | |
| REVISION | BY | DATE | |

CERTIFICATION OF AUTHORIZATION No. LB 8221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

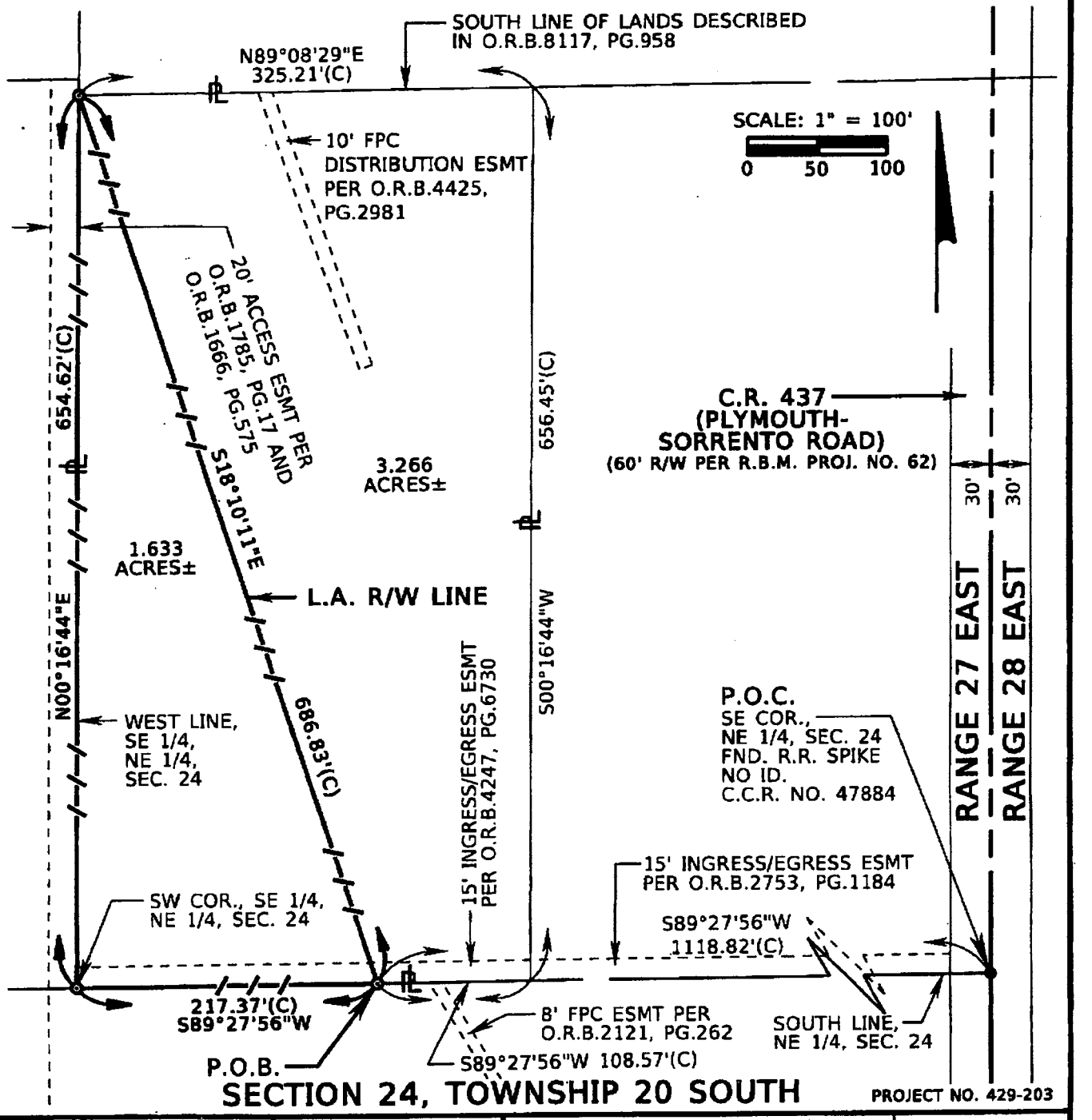
**SKETCH OF DESCRIPTION.**
**THIS IS NOT A BOUNDARY SURVEY.**

**S.R. 429 (WEKIVA PARKWAY)**
**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**
**ORANGE COUNTY, FLORIDA**

**PARCEL 180**

**SCALE: N/A**

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




## SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BYRD, P.S.M. LICENSE NUMBER 5442 — DATE 7/16/13

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


CERTIFICATION OF AUTHORIZATION No. LB 3221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664


SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 180

SCALE: 1"=100'

SHEET 2 OF 2

# CONSENT AGENDA ITEM

# #24

SHUTTS & BOWEN LLP

*Founded 1910*

# MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 189
Mediated Settlement Agreement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Jack V. Cravey and Joyce A. Cravey ("Owner") for the settlement of Parcel 189 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203. The Right-of-Way Committee has recommended approval of the mediated settlement agreement.

## DESCRIPTION AND BACKGROUND

Parcel 189 is a partial taking totaling 5.16 acres with a remainder of 15.067 acres. The parent tract is improved with a 3,083 s.f. four bedroom/three bath single family residence built in 1967 and additional construction in 1990 including a fireplace and attached two-car garage. Additional improvements situated near the primary residence include an in-ground pool/spa/bath house, two-level barn/workshop, stables/storage buildings, fencing/gates and related site improvements. Additional improvements located in the southwest portion of the remainder property include a 1,728 s.f. three bedroom/two bath double-wide manufactured home built in 1998 including related porches, carport, above-ground swimming pool with wood deck, storage sheds, fencing/gates and related site improvements. This property is the homestead of Mr. and Mrs. Cravey.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. The subject property is currently zoned A-2 (Farmland Rural District) with a Rural/Agricultural (R) future land use category. Mr. Durrance concludes the highest and best use of the subject property is for continued use of the existing improvements. Mr. Durrance used the Sales comparison approach and had 9 land sales ranging from $17,100 to $29,300 per ac. and concluded a value of $22,500 per ac. Mr. Durrance also had 6 improved sales to determine the improvement value ranging from $73.00 s.f. to $96.00 s.f. The improvements located within the

area of taking included the primary residence, barn/workshop, stable/storage buildings, well/septic, fencing, gates and related items.

The remainder property contains 15.067 acres of land and the taking eliminates the property's existing access via Hideaway Road. The remainder will require a cure consisting of demolishing and removing remaining severed improvements situated within the acquisition area. The cure will also re-establish perimeter barbed wire fencing and will re-grade the driveway connection to the new access road and install a swing gate. The cost to cure is estimated to be $35,000.

Additionally, in the after condition, the expressway will be located adjacent to the remainder property and the character of the subject property in the after has significantly changed from a rural-type setting, to an undeveloped acreage that is located proximate to an expressway. Therefore, Mr. Durrance estimated $100,000 in damages to the remainder. Accordingly, Mr. Durrance's total value conclusion is $436,100 ($116,100 land, $185,000 improvements and $135,000 damages and cost to cure).

Mr. and Mrs. Cravey's appraisal of the subject property was prepared by Rick Dreggors of Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from $66,795.00 to $159,025.00 per ac. and concluded a value of $75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the irregular shape and proximity to S.R. 429 in the after condition. Accordingly, Mr. Dreggors total value conclusion for Parcel 189 is $1,226,200 ($387,000 land, $35,400 improvements, $803,800 damages and cost to cure).

Parcel 189 was scheduled for a 5 day trial in April 2015. Per Court order, the parties held mediation on February 20, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Cravey the sum of $570,100, plus attorney's fees and experts costs. This would result in the CFX depositing an additional $134,000 into the court registry (CFX receives a credit of $436,100 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be $44,880.

The Right-of-Way Committee recommends the approval of the Mediated Settlement Agreement and we are requesting Board approval of the Mediated Settlement Agreement and is in the CFX's best interest. This settlement considers the substantial differences of opinion regarding valuation issues to be presented to the jury by both parties, credibility of expert witnesses and it will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

## RECOMMENDATION

We respectfully request that the CFX Board approve the Mediated Settlement with a total settlement amount of $570,100 in full settlement of all claims for compensation for the acquisition of Parcel 189.

## ATTACHMENTS

Exhibit "A" – Exhibits and Sketch of Subject Property

ORLDOCS 13924621 1




N **AERIAL/SKETCH**

*(Source: OCPAFL.org – 2014 Image Date)*



EXHIBIT "A"

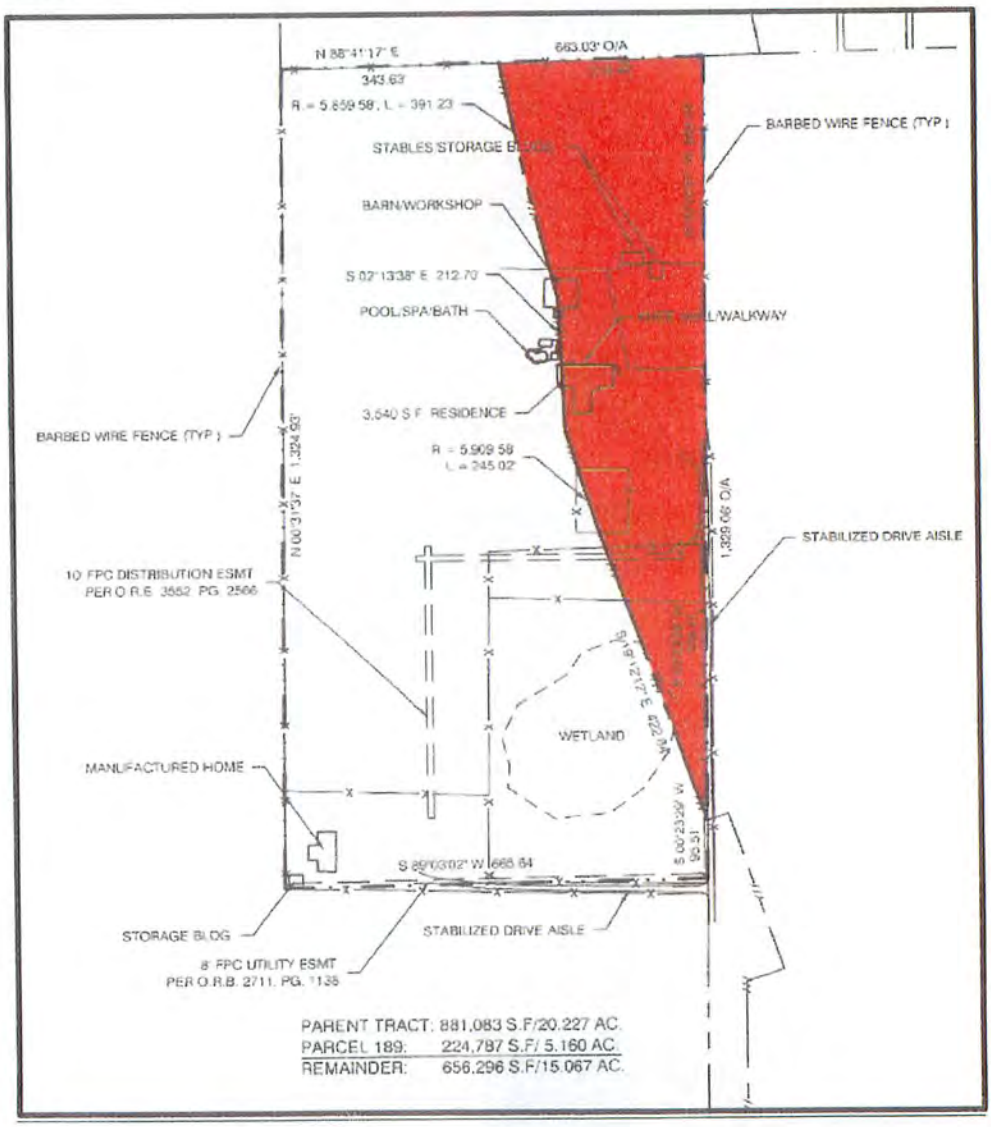
Improvements

Improvements within the acquisition include the primary residence, barn/workshop, stable/storage buildings, well/septic, fencing, gates and related items situated in the northeasterly portion of the property. The contributory value of the affected site improvements is estimated to be $185,000, as allocated in the Before Value.

Deducting the value of the part taken (land and improvements) from the Before Value results in a Remainder Value "As Part of the Whole", as summarized below.

| | |
|---|---|
| Before Value | $700,000 |
| Part Taken (P. 189) – Land and Improvements | $301,100 |
| Remainder Value "As Part of the Whole" | $398,900 |

Taking Sketch



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 88° 41' 17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1987.92 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00° 25' 37" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AS MONUMENTED AND OCCUPIED, A DISTANCE OF 664.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00° 23' 29" WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AS MONUMENTED AND OCCUPIED, A DISTANCE OF 569.47 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 19° 12' 12" WEST, A DISTANCE OF 422.84 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5909.58 FEET, A CHORD DISTANCE OF 245.02 FEET AND A CHORD BEARING OF NORTH 18° 00' 55" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 22' 33", A DISTANCE OF 245.03 FEET; THENCE DEPARTING SAID CURVE RUN NORTH 02° 13' 38" WEST, A DISTANCE OF 212.70 FEET TO A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5859.58 FEET, A CHORD DISTANCE OF 391.23 FEET AND A CHORD BEARING OF NORTH 12° 54' 05" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03° 49' 34", A DISTANCE OF 391.30 FEET TO ITS INTERSECTION WITH AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID CURVE RUN NORTH 88° 41' 17" EAST ALONG SAID NORTH LINE, A DISTANCE OF 319.40 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 5.160 ACRES, MORE OR LESS

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2777491 DATED 07/12/2012.

**LEGEND & ABBREVIATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CB | = CHORD BEARING | ID. | = IDENTIFICATION | P.I. | = POINT OF INTERSECTION | (R) | = RADIAL |
| C.C.R. | = CERTIFIED CORNER RECORD | I.R. | = IRON ROD | P.O.B. | = POINT OF BEGINNING | SEC. | = SECTION |
| CH | = CHORD LENGTH | L | = ARC LENGTH | P.O.C. | = POINT OF COMMENCEMENT | TIITF | = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. | = CORNER | L.A. | = LIMITED ACCESS | PROJ. | = PROJECT | W/ | = WITH |
| (C) | = CALCULATED DISTANCE | LB | = LICENSED SURVEY BUSINESS | P.T. | = POINT OF TANGENCY | ℄ | = PROPERTY LINE |
| D.B. | = DEED BOOK | LT | = LEFT | (P) | = PLAT | ⁄⁄ | = SAME PROPERTY OWNER |
| ESMT | = EASEMENT | NO. | = NUMBER | R | = RADIUS | Δ | = DELTA (CENTRAL ANGLE) |
| EXIST. | = EXISTING | O.R.B. | = OFFICIAL RECORDS BOOK | R.B.M. | = ROAD BOND MAP | ⊖ | = CHANGE IN DIRECTION |
| FND. | = FOUND | P.C. | = POINT OF CURVATURE | RT | = RIGHT | ⊣⊣⊣ | = LIMITED ACCESS R/W LINE |
| FPC | = FLORIDA POWER CORPORATION | PG./PGS. | = PAGE / PAGES | R/W | = RIGHT OF WAY | ——— | = R/W LINE |
| (F) | = FIELD DISTANCE | | | | | | |

| DATE | SEPTEMBER 23, 2013 |
|---|---|
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| BSA PROJECT NO. | EA11-11 |

| REVISION | BY | DATE |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

**SKETCH OF DESCRIPTION.**
**THIS IS NOT A BOUNDARY SURVEY.**

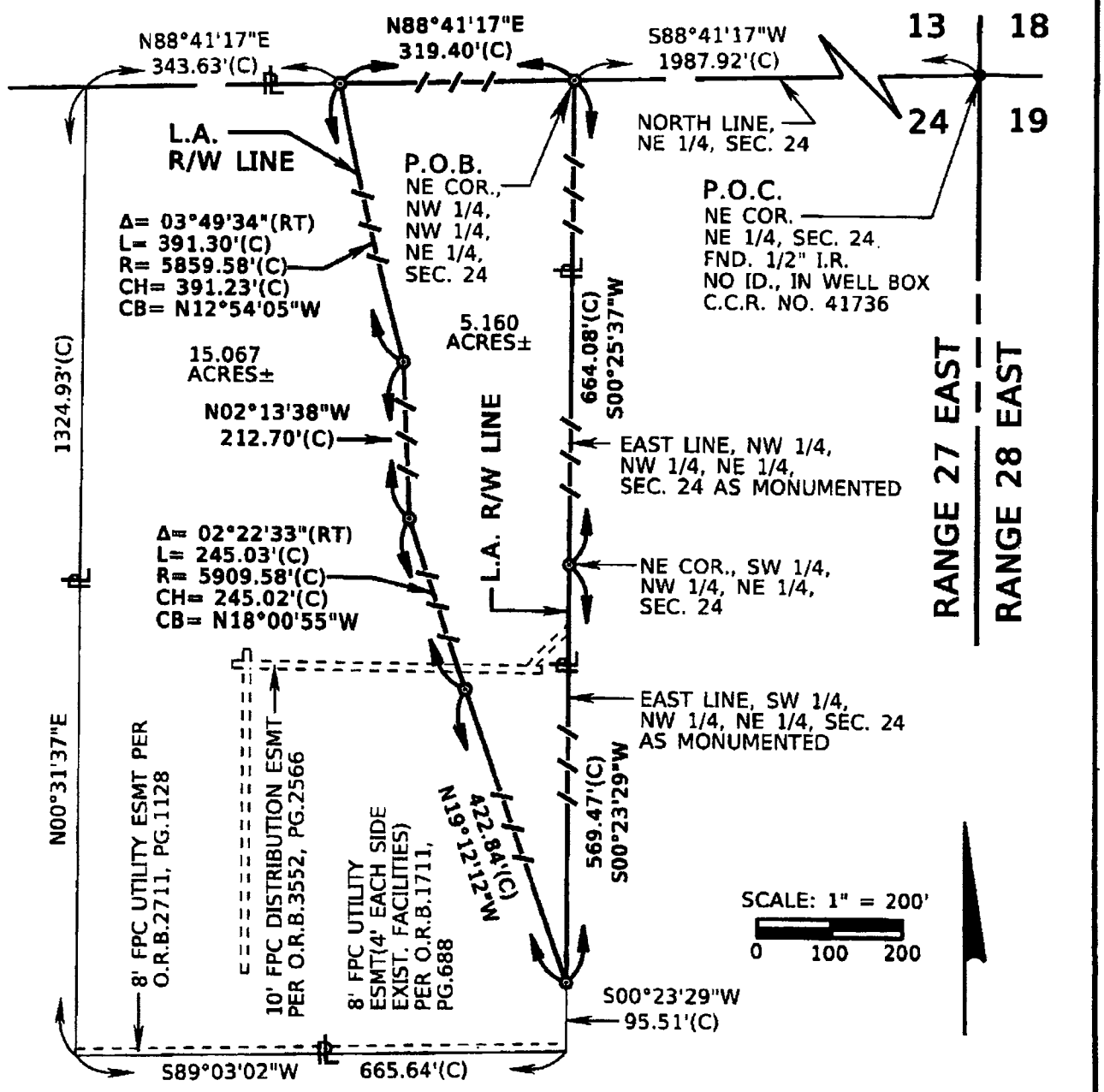
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

**PARCEL 189**

SCALE: N/A

SHEET 1 OF 2

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




## SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

11/22/13

WILLIAM E. BYRD, P.S.M. LICENSE NUMBER 5442 — DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


CERTIFICATION OF AUTHORIZATION No. LB 3721

BOWYER SINGLETON

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664


SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 189

SCALE: 1"=200'

SHEET 2 OF 2

# CONSENT AGENDA ITEM

# #25

SHUTTS & BOWEN LLP

*Founded 1910*

# MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 190
Mediated Settlement Agreement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Jack V. Cravey, Joyce A. Cravey and James V. Cravey ("Owner") for the settlement of Parcel 190 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203. The Right-of-Way Committee has recommended approval of the mediated settlement agreement.

## DESCRIPTION AND BACKGROUND

Parcel 190 is a partial taking totaling 7.138 acres with a remainder of 2.991 acres. The parent tract is land utilized as a hayfield with agricultural fencing and related gates as improvements.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance & Associates. The subject property is currently zoned A-2 (Farmland Rural District) with a Rural/Agricultural (R) future land use category. Mr. Durrance concludes the highest and best use of the subject property is for continued use of the existing improvements. Mr. Durrance used the Sales comparison approach and had 9 land sales ranging from $17,100 to $29,300 per ac. and concluded a value of $22,500 per ac.

The remainder property contains 2.991 acres of land and Mr. Durrance opines that the remainder property will be highly irregular in shape, have no access and will be located adjacent to storm water retention ponds and the Wekiva Parkway. Accordingly, Mr. Durrance's total value conclusion is $227,000 ($160,600 land and $66,400 damages).

The Cravey's appraisal of the subject property was prepared by Rick Dreggors of

Calhoun, Dreggors & Associates, Inc. Mr. Dreggors argues that the area is transitioning from historical single family homes on larger acreage/agricultural uses to higher density residential neighborhoods and other uses. Mr. Dreggors argues the highest and best use of the subject property is for assemblage for a single family residential subdivision. Mr. Dreggors utilized the Sales comparison approach and had 7 land sales ranging from $66,795.00 to $159,025.00 per ac. and concluded a value of $75,000.00 per ac. Additionally, Mr. Dreggors concluded severance damages to the remainder derived from the irregular shape, proximity to S.R. 429 and lack of access in the after condition. Accordingly, Mr. Dreggors total value conclusion for Parcel 190 is $768,100 ($535,400 land, $13,300 improvements, $219,400 damages).

Parcel 190 was scheduled for a 5 day trial in May 2015. Per Court order, the parties held mediation on February 20, 2015. Notwithstanding numerous disagreements with the property owner's position, the parties were able to reach a resolution and entered into a Mediated Settlement Agreement, subject to Board approval. Under the Mediated Settlement Agreement, the CFX would pay Mr. Cravey the sum of $345,000, plus attorney's fees and experts costs. This would result in the CFX depositing an additional $118,000 into the court registry (CFX receives a credit of $227,000 previously deposited). Wilson & Garber, P.A. statutory attorney fee will be $38,940.

The Right-of-Way Committee recommends the approval of the Mediated Settlement Agreement and we are requesting Board approval of the Mediated Settlement Agreement and is in the CFX's best interest. This settlement considers the substantial differences of opinion regarding valuation issues to be presented to the jury by both parties, credibility of expert witnesses and it will eliminate further risk and expenses that the CFX will ultimately incur for both sides if this matter were to proceed to a jury trial, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

## RECOMMENDATION

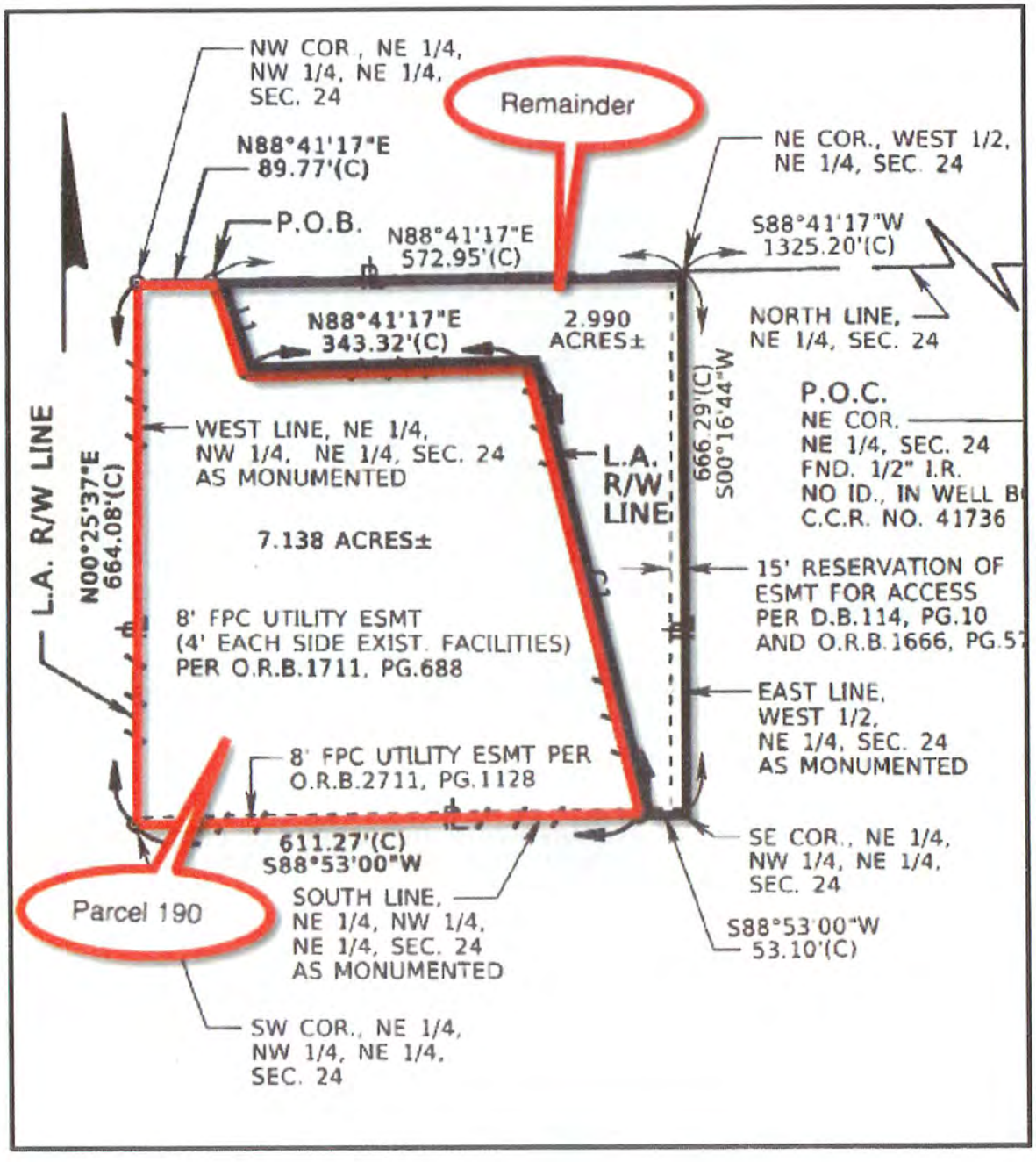
We respectfully request that the CFX Board approve the Mediated Settlement with a total settlement amount of $345,000 in full settlement of all claims for compensation for the acquisition of Parcel 190.

## ATTACHMENTS

Exhibit "A" – Exhibits and Sketch of Subject Property

ORLDOCS 13924643 1

Taking Sketch




**REMAINDER DESCRIPTION**

The remainder will contain 2.991 acres of land, with a highly irregular shape, and will be adjacent to a stormwater retention pond and the expressway. *It is assumed access to the remainder has been severed by the taking and project.*

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 88° 41' 17" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1898.15 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 20° 16' 40" EAST, A DISTANCE OF 119.34 FEET; THENCE NORTH 88° 41'17" EAST, A DISTANCE OF 343.32 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 10961.16 FEET, A CHORD DISTANCE OF 565.71 FEET AND A CHORD BEARING OF SOUTH 13° 28' 51"EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 57' 27", A DISTANCE OF 565.77 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID CURVE RUN SOUTH 88° 53' 00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 611.27 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00° 25' 37" EAST ALONG SAID WEST LINE, A DISTANCE OF 664.08 FEET TO A POINT ON AFORESAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 24; THENCE DEPARTING SAID WEST LINE RUN NORTH 88° 41' 17" EAST ALONG SAID NORTH LINE, A DISTANCE OF 89.77 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 7.138 ACRES, MORE OR LESS

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2777504 DATED 07/12/2012

**LEGEND & ABBREVIATIONS**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| CB | = CHORD BEARING | ID. | = IDENTIFICATION | P.I. | = POINT OF INTERSECTION | (R) | = RADIAL |
| C.C.R. | = CERTIFIED CORNER RECORD | I.R. | = IRON ROD | P.O.B. | = POINT OF BEGINNING | SEC. | = SECTION |
| CH | = CHORD LENGTH | L | = ARC LENGTH | P.O.C. | = POINT OF COMMENCEMENT | TIITF | = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| COR. | = CORNER | L.A. | = LIMITED ACCESS | PROJ. | = PROJECT | W/ | = WITH |
| (C) | = CALCULATED DISTANCE | LB | = LICENSED SURVEY BUSINESS | P.T. | = POINT OF TANGENCY | | = PROPERTY LINE |
| D.B. | = DEED BOOK | LT | = LEFT | (P) | = PLAT | | = SAME PROPERTY OWNER |
| ESMT | = EASEMENT | NO. | = NUMBER | R | = RADIUS | Δ | = DELTA (CENTRAL ANGLE) |
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| FND. | = FOUND | P.C. | = POINT OF CURVATURE | RT | = RIGHT | | = LIMITED ACCESS R/W LINE |
| FPC | = FLORIDA POWER CORPORATION | PG./PGS. | = PAGE / PAGES | R/W | = RIGHT OF WAY | | = R/W LINE |
| (F) | = FIELD DISTANCE | | | | | | |

| | |
|---|---|
| DATE | NOVEMBER 26, 2013 |
| DRAWN BY | M.ROLLINS |
| CHECKED BY | S.WARE |
| BSA PROJECT NO. | EA11-11 |

| REVISION | BY | DATE |
|---|---|---|
| | | |
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| | | |

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

**SKETCH OF DESCRIPTION.**
**THIS IS NOT A BOUNDARY SURVEY.**

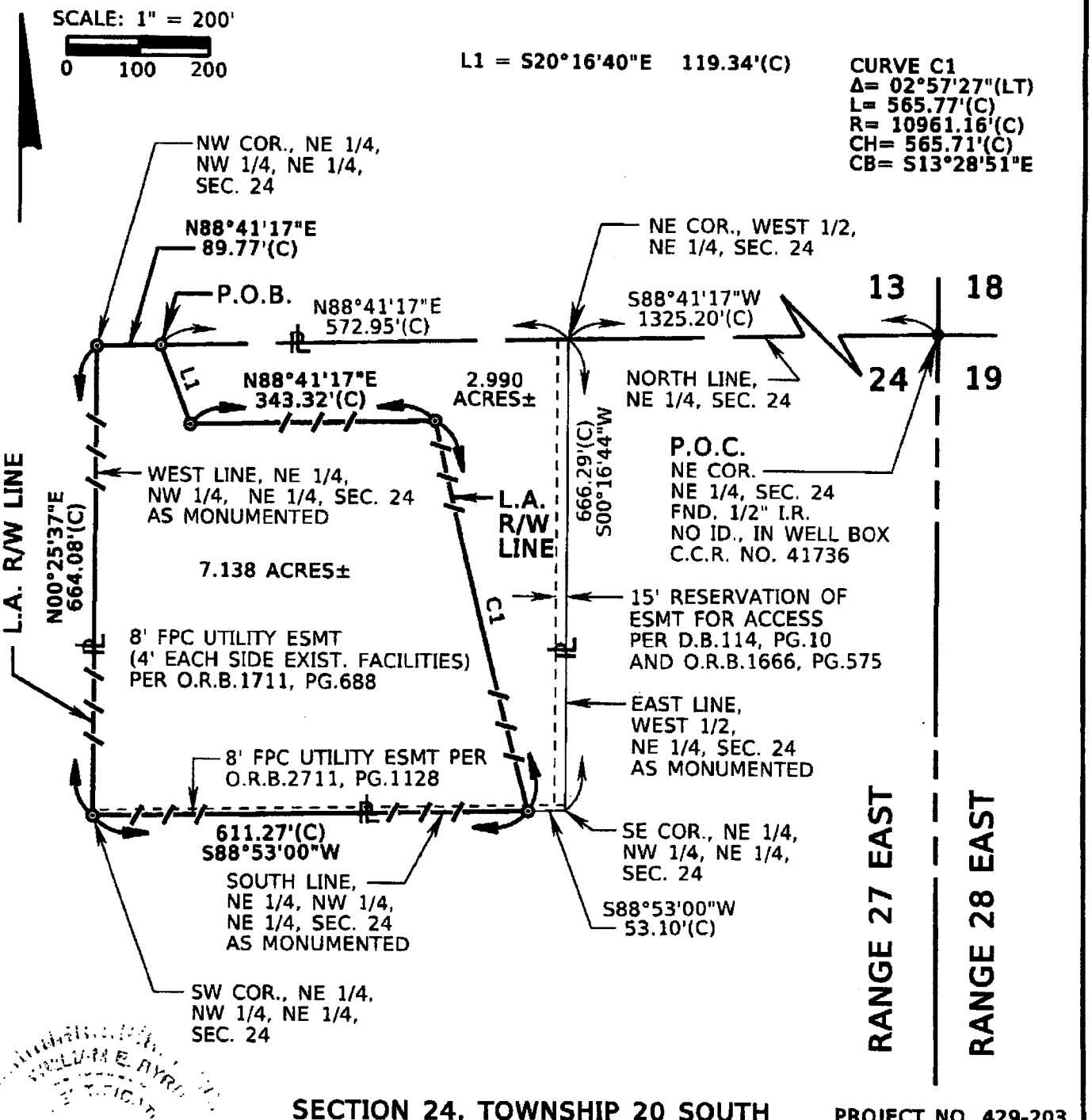
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

**PARCEL 190**

SCALE: N/A

SHEET 1 OF 2

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 24-20-27, BEING S88°41'17"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.




## SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

11/22/2013

WILLIAM E. BYRD, P.S.M. — DATE
LICENSE NUMBER 5442

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664


SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 190

SCALE: 1"=200'

SHEET 2 OF 2

# CONSENT AGENDA ITEM

# #26

SHUTTS & BOWEN LLP

*Founded 1910*

# MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: March 18, 2015

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 237
Settlement/Purchase Agreement

---

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of a settlement to be consummated with a Purchase Agreement between Henry J. and Kathleen R. Dubel (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 237 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204. The Right-of-Way Committee has recommended approval of the Purchase Agreement.

## DESCRIPTION AND BACKGROUND

Parcel 237 is a partial acquisition consisting of 2.345 acres with a remainder of .534 acres. The property is located in unincorporated Orange County at 3404 Paulette St, Apopka, FL. The improvements located within the taking include a 2,024 s.f. three bedroom/two bath single family residence build in 1979. Additional site improvements include field wire and no-climb fencing and cross fencing, 346 s.f. goat barn, 554 s.f. two-car carport and 292 s.f. chicken coop and landscaping. The property is zoned A-R (Agricultural-Residential District). This property is the homestead of Mr. and Mrs. Dubel.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams, Inc. Mr. Hall estimated the value of the taking to be $309,000 (Land $70,400, Improvements $210,200 and damages $28,400). Comparable land sales of $23,660 to $30,021 per acre were utilized by Mr. Hall. Mr. Hall opined the subject property value is $30,000 per acre. The taking results in a remainder that has a nominal value of $100, resulting in the incurable damages of $28,400.

Mr. and Mrs. Dubel are represented by Mark Natirboff and he has argued that the land should be valued at $60,000 per acre, the improvements at $130 s.f. and the landscaping installed by the Dubel's should also be paid by the CFX as part of the improvements.

Parcel 237 is scheduled for an Order of Taking hearing on April 6, 2015. Although the CFX disagrees with some issues raised by Mr. Natirboff, the parties were able to reach a settlement to purchase the whole parent tract (2.879 acres) contingent on Board approval for a total of $417,000, plus attorney's fees totaling $35,640 and expert fees totaling $2,206.75 ($988.00 appraiser – American Valuation, $375.00 land planner – Karen Taylor, and $843.75 engineer – Reggie Mesimer. Mr. and Mrs. Dubel and CFX entered into a proposed Purchase Agreement for a total of $454,846.75, inclusive of all fees and costs.

The Right-of-Way Committee recommends the approval of the proposed purchase agreement and we are requesting Board approval of the proposed purchase agreement and is in the CFX's best interest. This settlement considers the substantial differences of opinion regarding valuation issues to be presented to the jury by both parties, credibility of expert witnesses and it will eliminate further risk and unnecessary expenses that the CFX will ultimately incur if it is required to litigate a condemnation action to acquire Parcel 237, as the CFX is responsible for the property owners attorney's fees and experts fees as set forth in Florida Statutes Chapter 73 and 74.

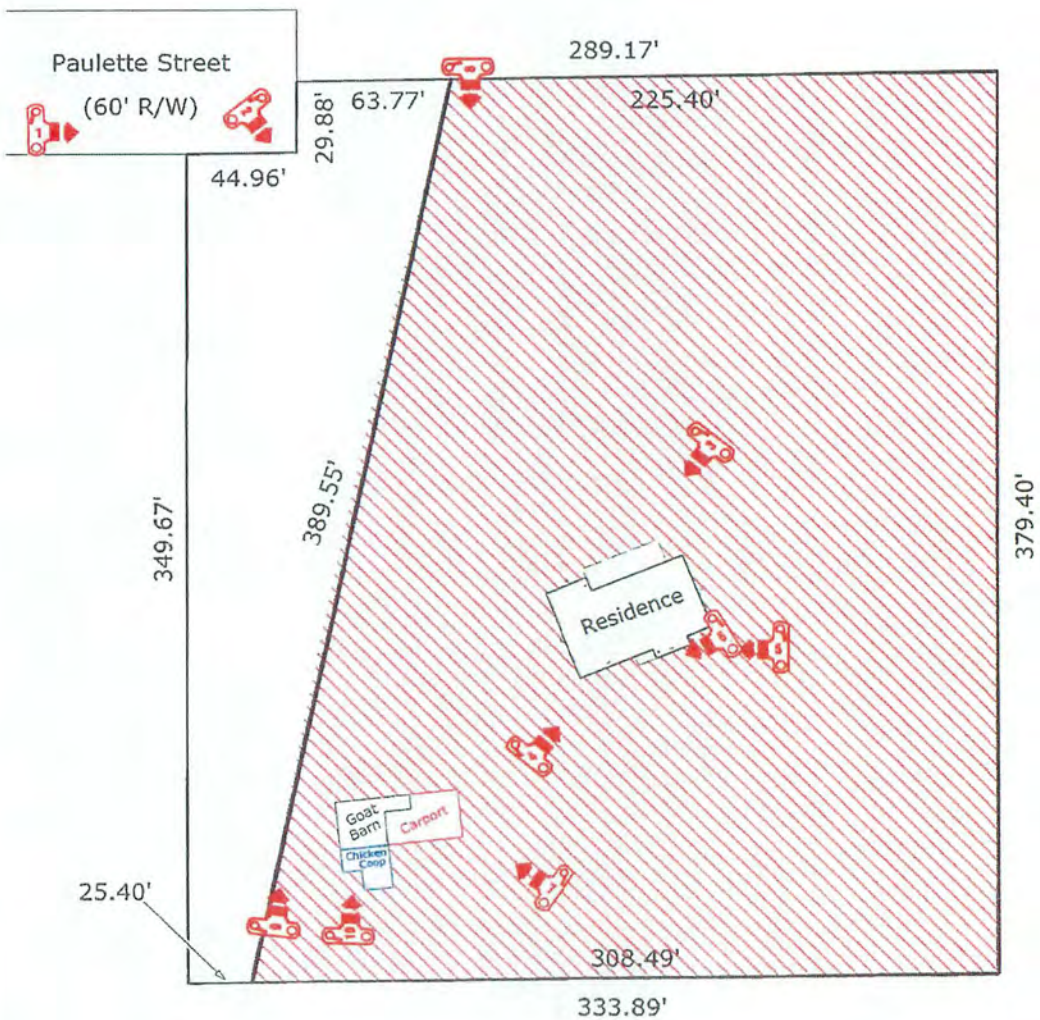
## RECOMMENDATION

We respectfully request that the CFX Board the approval of the proposed purchase agreement with a total settlement amount of $454,846.75, inclusive of all fees and costs in full settlement of all claims for compensation for the acquisition of Parcel 237.

## ATTACHMENTS

Exhibit "A" – Sketch of Subject Property
Exhibit "B" – Proposed Purchase Agreement

ORLDOCS 13924680 1




SIZE OF LAND:

| | |
|---|---|
| Before: | 2.879 Acres |
| Taking: | 2.345 Acres |
| Remainder: | 0.534 Acres |

FOR VISUAL AID
NOT TO SCALE

**PARCEL SKETCH**
**PARCEL 237**




AERIAL PHOTO
PARCEL 237

# LEGAL DESCRIPTION

PARCEL 237
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF LOT 12, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6176, PAGE 1203, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2089.57 FEET TO A POINT ON THE SOUTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°17'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 262.37 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 10°18'13" EAST, NORTHEASTERLY 389.55 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 03°56'53" AND A CHORD BEARING NORTH 12°16'39" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 89°19'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 225.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 379.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 AND SAID SOUTH LINE OF EMERY SMITH SUBDIVISION; THENCE SOUTH 89°17'11" WEST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 308.49 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 2.345 ACRES, MORE OR LESS.

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.

RUSSELL J. MARKS, PSM NO. 5623 — 3/25/14 DATE

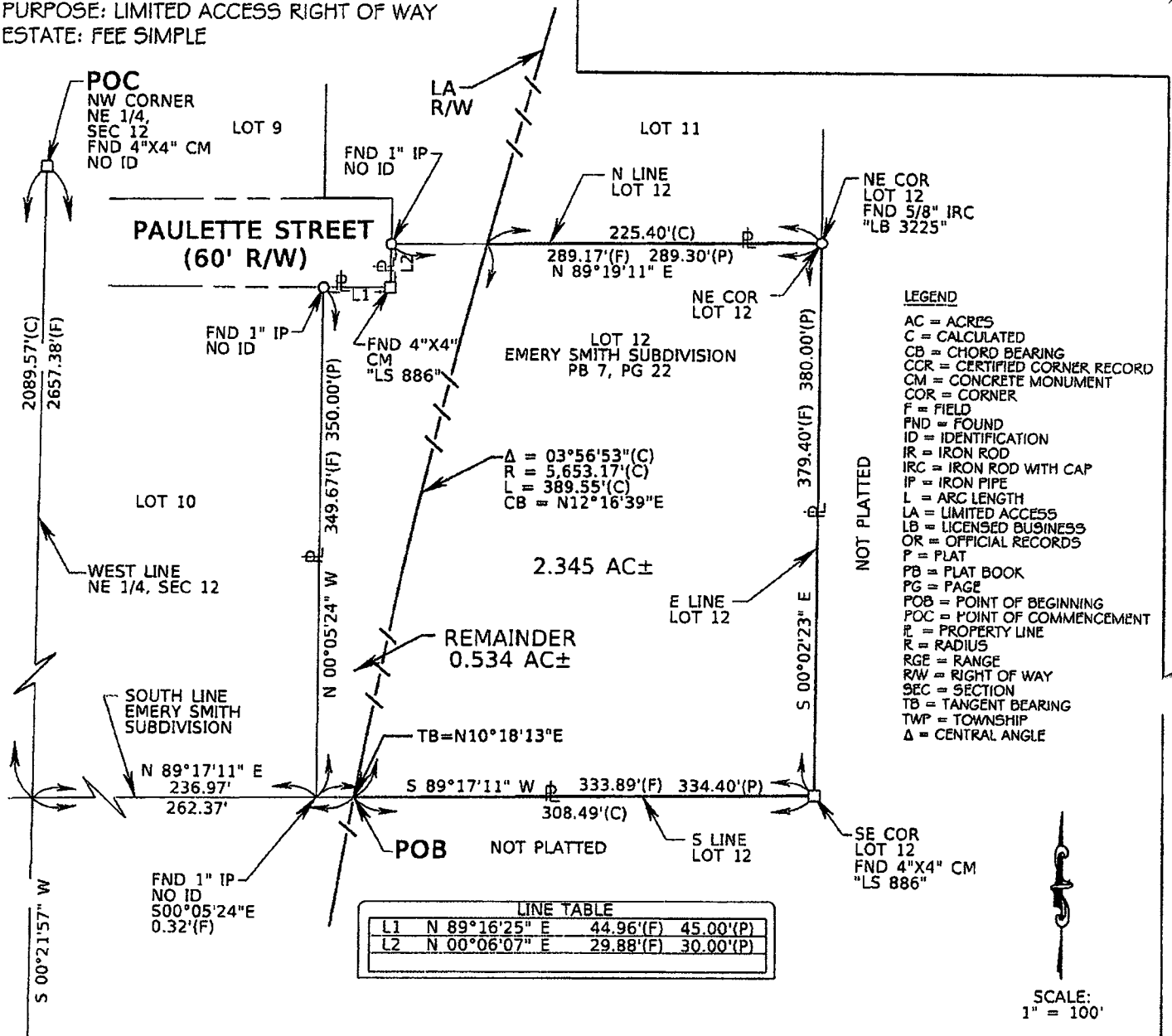
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

| | | | | |
|---|---|---|---|---|
| FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY | | | STATE ROAD 429 | |
| DESIGNED BY: RJM | DATE: 3/18/14 | | URS CORPORATION<br>315 E. ROBINSON STREET<br>SUITE 245<br>ORLANDO, FL 32801-1949<br>PH (407) 422-0353<br>LICENSED BUSINESS NO. 6839 | REVISIONS: |
| DRAWN BY: SMP | JOB NO: | | | |
| APPROVED BY: RJM | OOCEA PROJECT NO: 429-204 | | | SHEET: 1 OF 2 |

**EXHIBIT "A"**

# SKETCH OF DESCRIPTION

PARCEL: 237
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE




LEGEND

AC = ACRES
C = CALCULATED
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
IRC = IRON ROD WITH CAP
IP = IRON PIPE
L = ARC LENGTH
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
P = PLAT
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP
Δ = CENTRAL ANGLE

LINE TABLE

| | | | |
|---|---|---|---|
| L1 | N 89°16'25" E | 44.96'(F) | 45.00'(P) |
| L2 | N 00°06'07" E | 29.88'(F) | 30.00'(P) |

## TOWNSHIP 20 SOUTH, RANGE 27 EAST

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856892 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

| | | | |
|---|---|---|---|
| FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY | | STATE ROAD 429 | |
| DESIGNED BY: RJM | DATE: 3/18/14 | URS CORPORATION<br>315 E. ROBINSON STREET<br>SUITE 245<br>ORLANDO, FL 32801-1949<br>PH (407) 422-0353<br>LICENSED BUSINESS NO. 6839 | REVISIONS: |
| DRAWN BY: SMP | JOB NO: | | |
| APPROVED BY: RJM | OOCEA PROJECT NO: 429-204 | | SHEET: 2 OF 2 |

# PURCHASE AGREEMENT

| | |
|---|---|
| PROJECT | 429 – 204 |
| STATE ROAD NO | 429 |
| PROJECT NAME | Wekiva Parkway |
| COUNTY | Orange |
| PARCEL NO | 237 |

Seller: Henry J. and Kathleen R. Dubol

Buyer: The Central Florida Expressway Authority ("Expressway Authority")

Expressway Authority and Seller hereby agree that Seller shall sell and Expressway Authority shall buy the following described property pursuant to the following terms and conditions

I. Description of Property

(a) Estate being purchased ☒Fee Simple ☐Permanent Easement ☐Temporary Easement ☐Leasehold

(b) Real property described as See Attached Exhibit "A"

(c) Personal property None

(d) Outdoor advertising structure(s) permit number(s) N/A

Buildings, structures, fixtures and other improvements owned by others N/A
These items are **NOT** included in this agreement. A separate offer is being or has been, made for these items

II. PURCHASE PRICE

| | | | | |
|---|---|---|---|---|
| (a) | Real Property | | | |
| | Land and Improvements | 1 | $ | 417,000.00 |
| | Real Estate Damages (Severance/Cost-to-Cure) | 2 | $ | 0.00 |
| | Total Real Property | 3. | $ | 417,000.00 |
| (b) | Total Personal Property | 4. | $ | 0.00 |
| (c) | Fees and Costs | | | |
| | Attorney Fees | 5 | $ | 35,640.00 |
| | Appraiser Fees | 6 | $ | 2,206.75 |
| | Fees (s) | 7 | $ | |
| | Total Fees and Costs | 8. | $ | 37,846.75 |
| (d) | Total Business Damages | 9. | $ | 0.00 |
| (e) | Total of Other Costs | 10. | $ | 0.00 |
| | List: | | | |

| | | | |
|---|---|---|---|
| Total Purchase Price (Add Lines 3, 4, 8, 9 and 10) | | $ | 454,846.75 |
| (f) | Portion of Total Purchase Price to be paid to Seller by Expressway Authority at Closing | $ | 0.00 |
| (g) | Portion of Total Purchase Price to be paid to Seller by Expressway Authority upon surrender of possession | $ | 0.00 |

III. Conditions and Limitations

(a) Seller is responsible for all taxes due on the property up to but not including, the day of closing

(b) Seller is responsible for delivering marketable title to Expressway Authority Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Expressway Authority Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller

(c) Seller shall maintain the property described in **Section** I of this agreement until the day of closing The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear

(d) Any occupancy of the property described in **Section** I of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Expressway Authority to Seller

(e) The property described in **Section** I of this agreement is being acquired by Expressway Authority for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**

(f) Pursuant to **Rule 14-10.004, Florida Administrative Code,** Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12** executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section** I of this agreement and shall surrender or account for, the outdoor advertising permit tag(s) at closing

(g) Seller agrees that the real property described in **Section** I of this agreement shall be conveyed to Expressway Authority by conveyance instrument(s) acceptable to Expressway Authority

(h) Seller and Expressway Authority agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement shall be binding on the parties

(i) Other _____

_____

(j) Seller and Expressway Authority agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure affidavit in accordance with **Section 286.23, Florida Statutes**, if applicable

IV. Closing Date

The closing will occur no later than sixty (60) days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Expressway Authority

☒ There is an addendum to this agreement Page 4 is made a part of this agreement

☐ There is not an addendum to this agreement

VI. Seller and Expressway Authority hereby acknowledge and agree that their signatures as Seller and Expressway Authority below constitute their acceptance of this agreement as a binding real estate contract

This Agreement is subject to final agency acceptance by Expressway Authority pursuant to Section 119.0711 *Florida Statutes* (2013) ("Final Agency Acceptance") after Right of Way Committee and Expressway Authority Board Approval. Notwithstanding anything in this Agreement to the contrary, the Closing shall not occur prior to thirty (30) days from the date this Agreement is executed and delivered by Owners and Expressway Authority to allow public review of the transaction contemplated by this Agreement. Final Agency Acceptance shall be evidenced by the signature of Expressway Authority in Section VII of this agreement.

Seller: Henry J. and Kathleen R. Dubel

Henry J. Dubel 3/6/15
Signature Date

Henry J. Dubel
Type or print name

Kathleen R. Dubel 3/6/15
Signature Date

Kathleen R. Dubel
Type or print name

Buyer: Central Florida Expressway Authority

BY Joseph A. Berenis 3/11/15
Signature Date

Joseph A. Berenis
Type or print name

---

VII. FINAL AGENCY ACCEPTANCE

The Expressway Authority has granted Final Agency Acceptance this _____ day of _____, 20___.

WITNESSES:

_____
Print Name

_____
Print Name

APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Legal Counsel

By _____

Date _____

"EXPRESSWAY AUTHORITY"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
A body politic and corporate, and an agency of the state under the laws of the State of Florida

By _____

Print Name _____

Title _____

# ADDENDUM TO PURCHASE AGREEMENT

| | |
|---|---|
| PROJECT | 429 204 |
| STATE ROAD NO | 429 |
| PROJECT NAME | Wekiva Parkway |
| COUNTY | Orange |
| PARCEL NO | 237 |

This is an addendum to the Purchase Agreement attached hereto and made a part hereof between, Henry J and Kathleen R Dubel Seller and **The Central Florida Expressway Authority ("Expressway Authority")**, Buyer for the use and benefit of the Expressway Authority for the above-referenced project

1. Buyer and Seller agree all fees, costs and/or business damage claims are included in this Purchase Agreement
2. This acquisition is a whole take

Funds shall be made payable and will be issued according to the Seller and/or their representatives

1. Funds in the amount of $ _____ shall be made payable to _____

IN WITNESS WHEREOF, the parties have caused these present to be executed in their respective names

Seller(s): Henry J. Dubel Kathleen R. Dubel

Signature Kathleen R. Dubel 3/6/15
By _____ Date
Type or print name and title

**Buyer: The Central Florida Expressway Authority**

_____ _____
Signature Date
Print Name _____

Title _____

The total Amount of $454,846.75
Shall be paid to the Law offices of
D. Mark Natiroff, PA, Trust Account
The Mortgage shall be paid out of the
Trust Account

# LEGAL DESCRIPTION

PARCEL 237
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF LOT 12, EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6176, PAGE 1203, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 4"X4" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 00°21'57" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2089.57 FEET TO A POINT ON THE SOUTH LINE OF SAID EMERY SMITH SUBDIVISION; THENCE DEPARTING SAID WEST LINE NORTH 89°17'11" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 262.37 FEET TO THE POINT OF BEGINNING AND A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 10°18'13" EAST, NORTHEASTERLY 389.55 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 5,653.17 FEET, A CENTRAL ANGLE OF 03°56'53" AND A CHORD BEARING NORTH 12°16'39" EAST TO A POINT ON THE NORTH LINE OF SAID LOT 12; THENCE NORTH 89°19'11" EAST ALONG SAID NORTH LINE, A DISTANCE OF 225.40 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 00°02'23" EAST ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 379.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 12 AND SAID SOUTH LINE OF EMERY SMITH SUBDIVISION; THENCE SOUTH 89°17'11" WEST ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 308.49 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 2.345 ACRES, MORE OR LESS.

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.

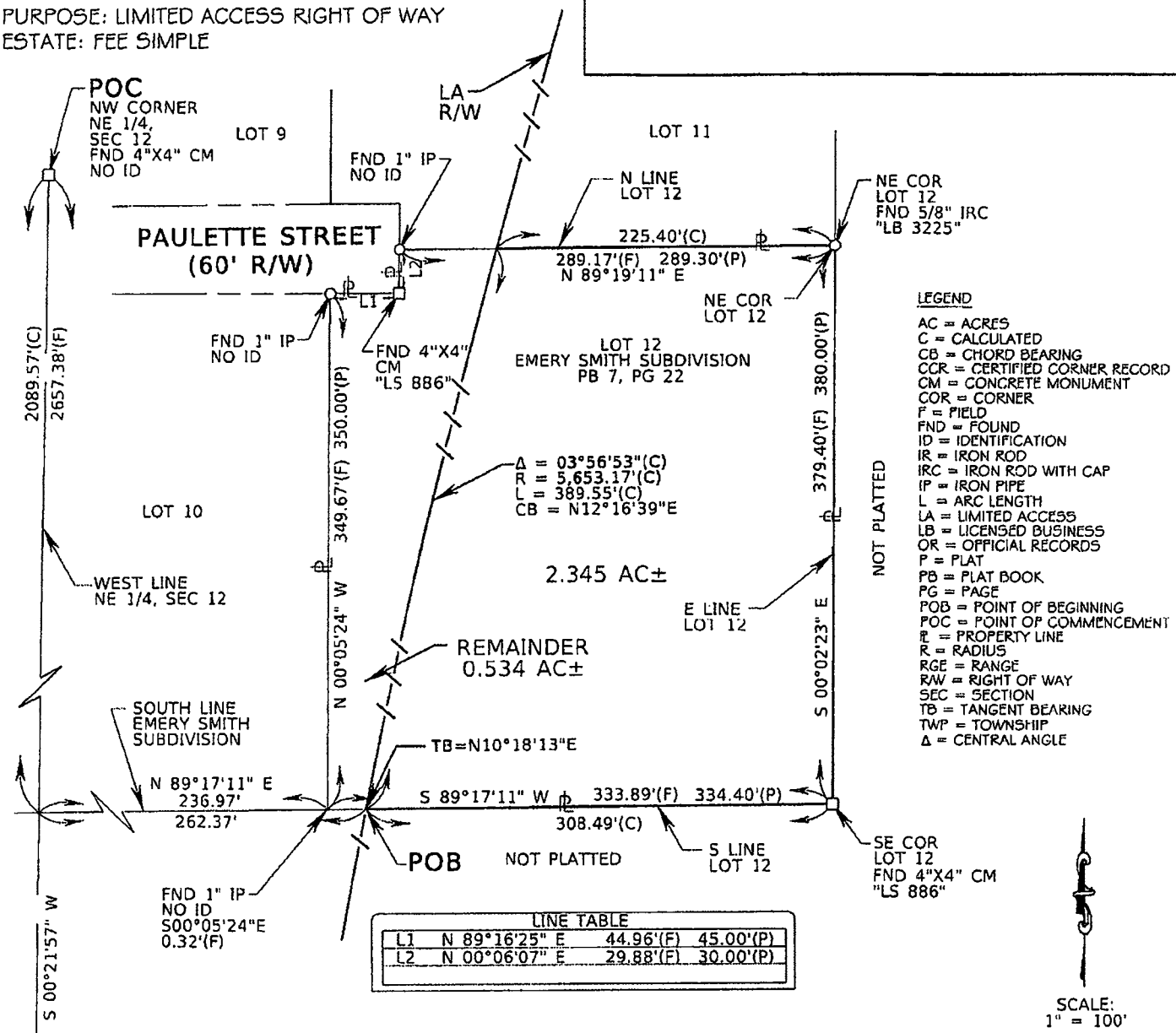
RUSSELL J. MARKS, PSM NO. 5623 — 3/25/14 DATE
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

| | | | | |
|---|---|---|---|---|
| FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY | | | STATE ROAD 429 | |
| DESIGNED BY: RJM | DATE: 3/18/14 | | URS CORPORATION<br>315 E. ROBINSON STREET<br>SUITE 245<br>ORLANDO, FL 32801-1949<br>PH (407) 422-0353<br>LICENSED BUSINESS NO. 6839 | REVISIONS: |
| DRAWN BY: SMP | JOB NO: | | | |
| APPROVED BY: RJM | OOCEA PROJECT NO: 429-204 | | | SHEET: 1 OF 2 |

**EXHIBIT "A"**

# SKETCH OF DESCRIPTION

PARCEL: 237
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE




LEGEND

AC = ACRES
C = CALCULATED
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
IRC = IRON ROD WITH CAP
IP = IRON PIPE
L = ARC LENGTH
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
P = PLAT
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP
Δ = CENTRAL ANGLE

LINE TABLE

| | | | |
|---|---|---|---|
| L1 | N 89°16'25" E | 44.96'(F) | 45.00'(P) |
| L2 | N 00°06'07" E | 29.88'(F) | 30.00'(P) |

## TOWNSHIP 20 SOUTH, RANGE 27 EAST

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 00°21'57" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856892 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

| | | | |
|---|---|---|---|
| FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY | | STATE ROAD 429 | |
| DESIGNED BY: RJM | DATE: 3/18/14 | URS CORPORATION<br>315 E. ROBINSON STREET<br>SUITE 245<br>ORLANDO, FL 32801-1949<br>PH (407) 422-0353<br>LICENSED BUSINESS NO. 6839 | REVISIONS: |
| DRAWN BY: SMP | JOB NO: | | |
| APPROVED BY: RJM | OOCEA PROJECT NO: 429-204 | | SHEET: 2 OF 2 |

# CONSENT AGENDA ITEM

# #27

**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:** Addendum No. 1 to 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:** March 24, 2015

---

This Board's approval of Addendum No. 1 to Utility Relocation Agreement ("Addendum") 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. A copy of the proposed Addendum is attached for your review.

**BACKGROUND**

As presented to this Board in connection with its previous approval of the Utility Relocation Agreement, 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. The

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.

After the Utility Relocation Agreement was submitted for approval, Duke Energy determined that an additional transmission pole needed to be relocated. After verification by the Authority's consultants, the Addendum was drafted to address the additional pole relocation. The addendum also revises the Utility Relocation Agreement to clarify the elements of engineering analysis to be done for transmission relocation, and further states the actual (as opposed to estimated) date that relocation activities began.

**REQUESTED ACTION**

This proposed addendum was recommended for Board approval by the Right of Way Committee at the March 27, 2015 meeting. It is respectfully requested that the Board members (1) approve the terms of Addendum No. 1 to Utility Relocation Agreement between Duke Energy and the Authority; and (2) authorize the Executive Director to execute the Addendum No. 1 to Utility Relocation Agreement following satisfactory review by legal counsel.

**ATTACHMENT**

Addendum No. 1 to Utility Relocation Agreement with Exhibits

Prepared By and Return to:
James Edward Cheek, III
Winderweedle, Haines, Ward &
Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880

## ADDENDUM NO. 1 TO UTILITY RELOCATION AGREEMENT

This Addendum No. 1 to Utility Relocation Agreement ("Addendum") 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, CFX and Duke Energy have previously agreed to the terms of a Utility Relocation Agreement related to the areas and expenses of relocation of certain utilities in the S.R. 429-201 and S.R. 429-202 corridor; and

WHEREAS, after CFX and Duke Energy agreed to the language of the Utility Relocation Agreement, it was determined that an additional Duke Energy Transmission pole, identified as EP 354, would also need to be relocated, and the parties desire to have their written agreement include the relocation of EP 354 and the easement needed for the relocated EP 354; and

WHEREAS, CFX and Duke Energy wish to agree to refine the language of the Utility Relocation Agreement to more closely describe the engineering analysis to be done for Duke Energy's transmission facilities; and

WHEREAS, CFX and Duke Energy further agree that the language of the Utility Relocation Agreement accurately reflect the date on which relocation construction activities actually began as contemplated; and

WHEREAS, the parties agree that this Addendum, together with the Utility Relocation Agreement ("Agreement") dated _____, 2015, sets forth all terms, conditions, provisions and obligations of the parties and supersedes any earlier agreements, writings or other arrangements as to the matters within its scope. In the event of a conflict or inconsistency between the Agreement (including any exhibits or attachments thereto) and this Addendum, the terms, conditions and provisions of this Addendum shall govern and control. Except as otherwise set forth below, all other terms, conditions and provisions of the Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and Duke Energy agree as follows:

1. The recitals above are reaffirmed and incorporated herein by reference.

2. Paragraphs 2a., 2c. and 2h. of the Utility Relocation Agreement shall be and hereby are amended to read as follows:

**Paragraph 2a. shall be revised to read:**

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, 354 and 359 thru 372.

**Paragraph 2c. shall be revised to read:**

The engineering analysis for Duke Energy's transmission facilities will also include soil borings, soil thermal properties and subsurface utility exploration.

**Paragraph 2h. shall be revised to read:**

The performance of the relocation construction activities scoped under this Agreement. The relocation construction activities scoped under this Agreement will start March ___, 2015 and will be performed in accordance with the Utility Work Schedules attached hereto as Exhibit "C." [1]

3. The legal description for the easement associated with EP 354 is attached hereto as Exhibit "1."

**[SIGNATURE PAGE FOLLOWS]**

[1] Exhibit C has been revised to include an updated Utility Work Schedule for Distribution. The Utility Work Schedules attached to this Addendum as Exhibit C will replace the Utility Work Schedules attached to the Agreement.

DUKE ENERGY FLORIDA, INC. d/b/a DUKE ENERGY

By:_____

Print name:_____

Title:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Print name:_____

Title:_____

Prepared and Approved By:

_____

Print Name:_____

Received By:

_____

General Counsel

PARCEL ID: 282106717215070

DESCRIPTION: UTILITY EASEMENT

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, SAID PARCEL ALSO BEING A PORTION OF LOT 7, BLOCK O OF MAP OF PLYMOUTH, AS RECORDED IN PLAT BOOK B, PAGES 17 AND 18, ORANGE COUNTY, FLORIDA RECORDS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGIN** AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 27 EAST; THENCE NORTH 03°35'44" WEST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 148.28 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°54'59" EAST, A DISTANCE OF 75.14 FEET; THENCE SOUTH 03°35'44" EAST, A DISTANCE OF 148.28 FEET, TO THE SOUTH LINE OF LOT 7, BLOCK O; THENCE SOUTH 89°54'59" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 75.14 FEET, TO THE **POINT OF BEGINNING.**

CONTAINING 0.241 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HERON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 1983, CORS 1996.
2. NO ABSTRACT OR TITLE SEARCH WAS PERFORMED BY ESP ASSOCIATES, P.A., THERE MAY BE OTHER MATTERS OF PUBLIC RECORD THAT AFFECT OWNERSHIP AND/OR RIGHTS.
3. THIS IS NOT A SURVEY.
4. REFERENCE: ORANGE COUNTY OFFICIAL RECORDS PLAT BOOK B, PAGE 17



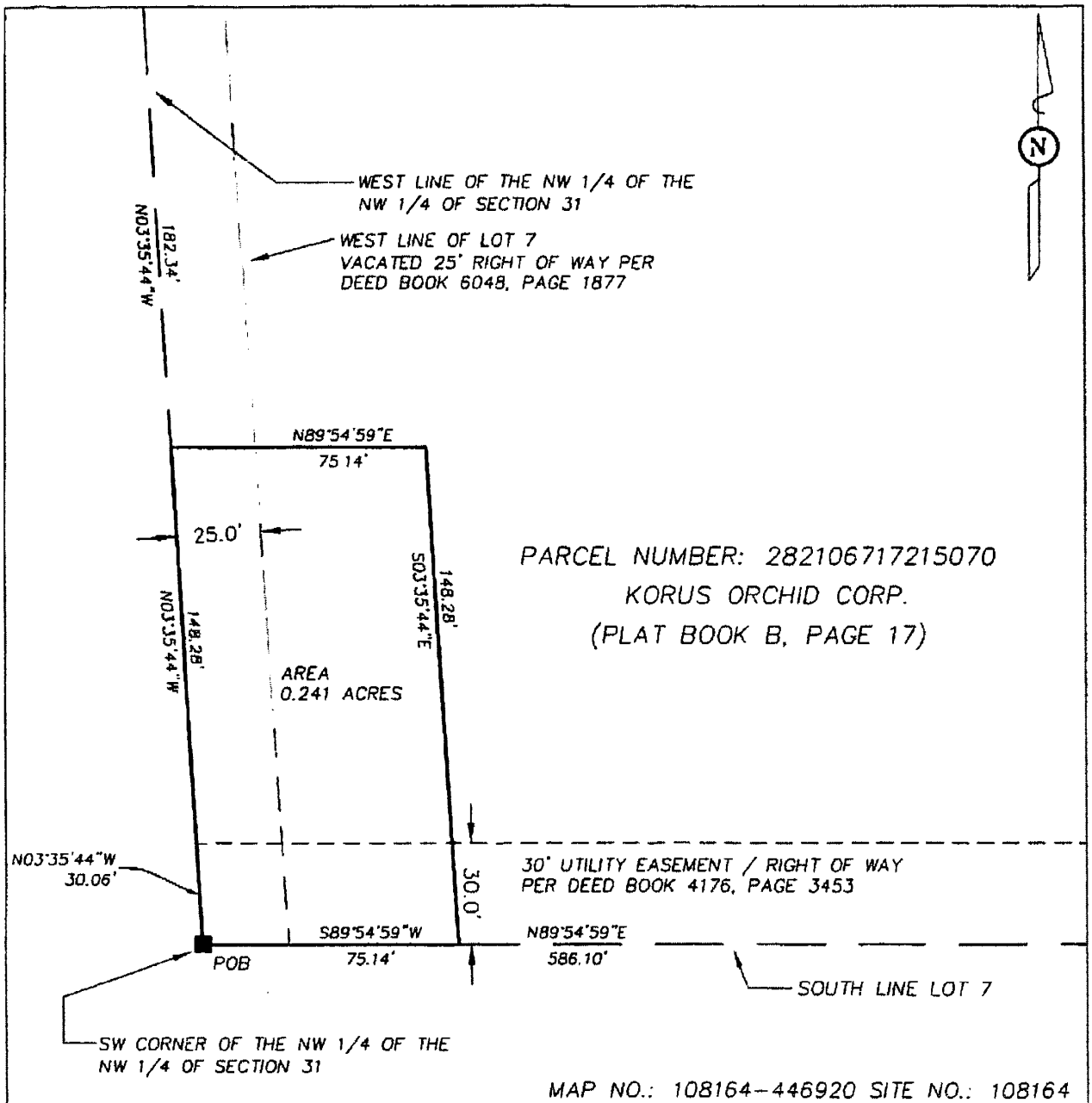
JEFFREY H. SCOTT
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. LS 5793

PREPARED BY:
ESP ASSOCIATES, P.A.
5455 W. WATERS AVE. STE 210
TAMPA, FL 33634
CERTIFICATE OF AUTHORIZATION NO. LB 7343

*MAP NO.: 108164-446920 SITE NO.: 108164*

DUKE ENERGY.

| | | |
|---|---|---|
| 02/27/15 DATE | V: N/A H: 1"=40' SCALE | LINE ENGINEERING |
| JAW DRAWN | JAW TECH | SKETCH & LEGAL DESCRIPTION |
| JHS CHECK | ENGR | KORUS ORCHID CORP. |
| 1 OF 3 SHEET | | ORANGE COUNTY, FL |
| | | EP-354_EASEMENT.DWG DWG. |

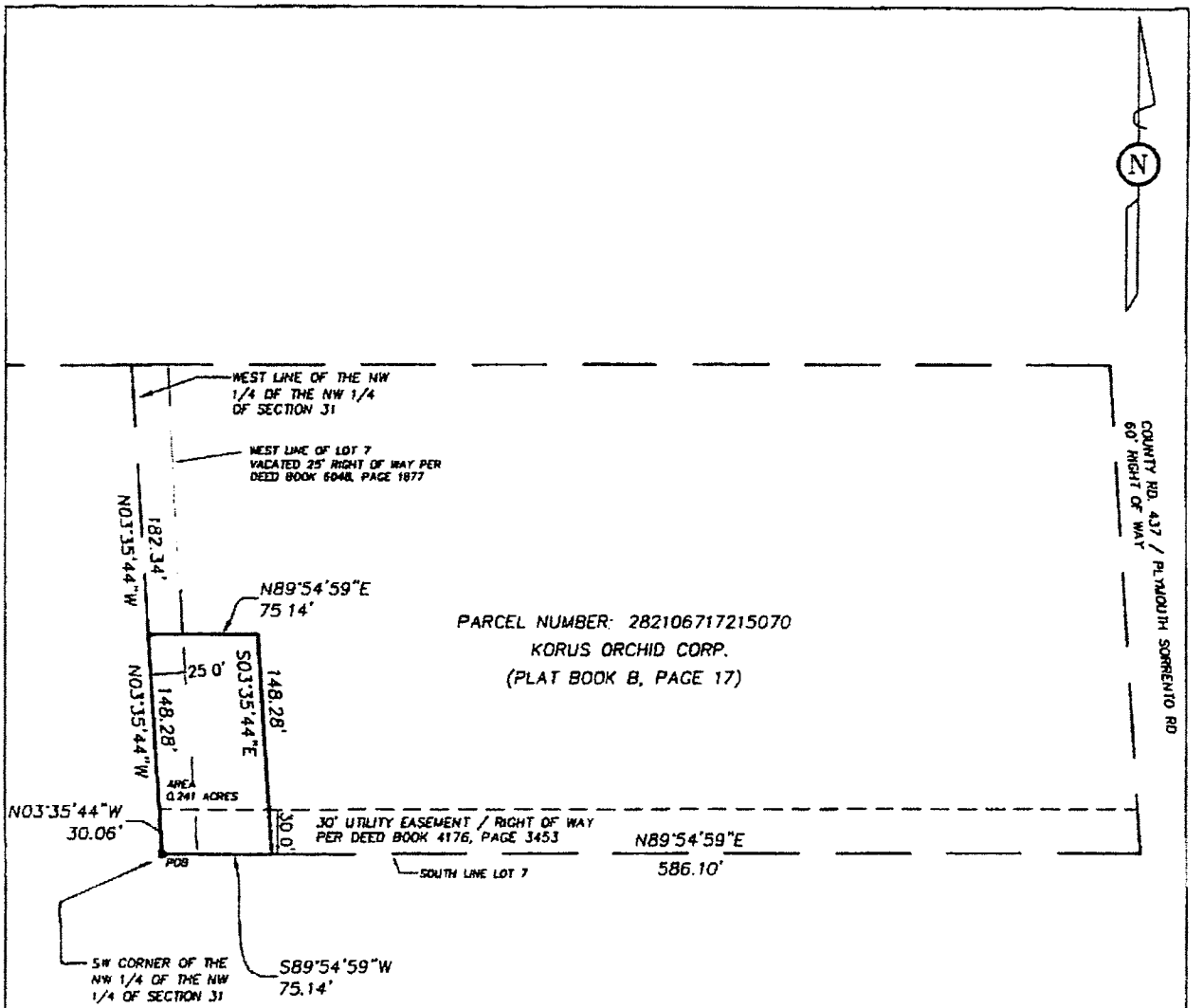



MAP NO.: 108164-446920 SITE NO.: 108164

LEGEND
POB-POINT OF BEGINNING
POC-POINT OF COMMENCEMENT
FCM-FOUND CONCRETE MONUMENT
FIR-FOUND IRON ROD
FIRC-FOUND IRON ROD AND CAP

DUKE ENERGY.

| | | |
|---|---|---|
| 02/27/15 DATE | V: N/A H: 1"=40' SCALE | LINE ENGINEERING |
| JAW DRAWN | JAW TECH | SKETCH & LEGAL DESCRIPTION |
| JHS CHECK | ENGR | KORUS ORCHID CORP. ORANGE COUNTY, FL |
| 2 OF 3 SHEET | | EP-354_EASEMENT.DWG DWG. |




MAP NO.: 108164-446920 SITE NO.: 108164

LEGEND
POB-POINT OF BEGINNING
POC-POINT OF COMMENCEMENT
FCM-FOUND CONCRETE MONUMENT
FIR-FOUND IRON ROD
FIRC-FOUND IRON ROD AND CAP

DUKE ENERGY.

| | | |
|---|---|---|
| 02/27/15 DATE | V: N/A H: 1"=100' SCALE | LINE ENGINEERING |
| JAW DRAWN | JAW TECH | SKETCH & LEGAL DESCRIPTION |
| JHS CHECK | ENGR | KORUS ORCHID CORP. |
| | | ORANGE COUNTY, FL |
| 3 OF 3 SHEET | | EP-354_EASEMENT.DWG DWG. |

# Duke Energy Distribution

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
**UTILITY WORK SCHEDULE**

| | |
|---|---|
| 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 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 CFX Project Construction | 0 |
| Material Procurement | 30 | During CFX Project Construction | 302 |
| Right-of-way Acquisition | | Total | 302 |
| Other | 30 | | |
| Total | 120 | | |

This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Central Florida Expressway Authority, the Highway Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this CFX project. The following data is based on CFX preliminary construction plans dated February 2014. Any deviation by the CFX or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by the CFX 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 CFX 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 ___Douglas Buxton_____ Telephone Number, ___863-241-8865_____

This UAO's Field Representative is __BOB BIBIK_____ Telephone Number, _____863-241-3940_____

This document is a printout of an CFX 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) 2/26/2015
Douglas Buxton
(Printed Name)
Project Manager
(Title)

**Acceptance by CFX:**

(Signature) 2/27/15 (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 CFX 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, CFX, 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 CFX 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 CFX 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.<br>ALL DUKE ENERGY 12,470v DISTRIBUTION TRANSMISSION UNDERBUILT FACILITIES** | **TO REMAIN** | **N/A** | **N/A** | **N/A** |
| **AT 97+38, 171' RT.<br>WOOD POLE & APPURTENANCES** | **TO BE INSTALLED** | **LOCATES** | **PH 1** | **1** |
| **FROM 98+00 171' RT. TO 125+13 131' RT.<br>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.<br>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.<br>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.<br><br>WOOD POLE & APPURTENANCES | TO REMAIN | N/A | N/A | N/A |
| | | | | |
| AT 105+60, 195' RT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |
| | | | | |
| AT 105+60, 195' RT.<br>TO 105+64 208' LT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 14 |
| | | | | |
| AT 105+60, 195' RT.<br>TO 105+64, 208' LT.<br><br>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.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |

| | | | | |
|---|---|---|---|---|
| FROM 104+83, 195' LT.<br>TO 105+43, 215' LT.<br><br>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.<br>TO 108+06, 235' LT.<br><br>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.<br>TO 108+53, 220 LT.<br><br>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.<br>TO 118+15, LA R/W+ 1' RT.<br><br>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.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |
| | | | | |
| FROM 124+73, 126' RT.<br>TO 124+68, LA R/W+ *1' RT.*<br><br>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.*<br><br>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, R/W+1' RT. TO 125+25, R/W+ 1' LT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 14 |
| FROM 137+95, 240+' RT. TO 138+85, LA R/W+ *1' LT.*<br><br>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+14, R/W+ 1' LT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 14 |
| | | | | |
| FROM 149+68, 01' RT. TO 151+95, 01' RT.<br><br>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.<br>TO 153+43, 145' RT.<br><br>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.<br>TO 157+03, 45' RT.<br><br>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.<br>TO 181+35, LA R/W +1' RT.<br><br>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.<br>TO 205+90, LA R/W + RT.<br><br>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.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |
| | | | | |

| | | | | |
|---|---|---|---|---|
| AT 205+90, 215' RT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |
| | | | | |
| AT 205+90, 195' LT.<br><br>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.<br><br>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, 195' LT. TO 205+90, 220' RT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT W/6" PVC CONDUIT@ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 14 |
| | | | | |
| FROM 205+90, 105' RT. TO 205+55, 155' RT.<br><br>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.<br>TO 211+42, 143' LT.<br><br>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.<br>TO 209+83, 188' LT.<br><br>12,470 O.E. DISTRIBUTION LINE AND APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 3 |
| | | | | |
| FROM 212+82, R/W +1' LT.<br>TO 213+95, 05' RT., 02' RT.<br><br>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.<br>TO 71+90, 130' LT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT WITH 6" PVC SPARE CONDUIT@ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 15 |

| | | | | |
|---|---|---|---|---|
| STANTON RIDGE | | | | |
| FROM 126+90 133' LT. TO 138+53, 77' LT.<br><br>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 101+00, 87' LT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 2" PVC CONDUIT @ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 30 |
| FROM C/L KIOWA AVE 101+80, 15' LT. TO C/L KIOWA AVE 114+95, 243' LT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" PVC CONDUIT @ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 30 |
| BELGIAN ST | | | | |
| FROM 61+42, 33' LT. TO 65+75, 30' LT.<br><br>12,470 B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM 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.<br>TO 118+52, 17' LT.<br><br>12,470V & 120/240v O.E & APPURTENANCES | TO REMAIN | N/A | N/A | N/A |
| | | | | |
| AT 117+44, 17' LT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 1 |
| | | | | |
| AT 117+60, 17' LT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 1 |
| | | | | |
| FROM 118+52, 17' LT.<br>TO 118+95 17' LT.<br><br>12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES | TO BE REMOVED | LOCATES, PERMITS, JOINT USE TENANTS | PH 1 | 1 |
| | | | | |
| FROM 117+44, 17' LT.<br>TO 119+05, 145' RT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 7 |
| | | | | |
| FROM 117+44, 17' LT.<br>TO 118+70, 25' RT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 7 |
| | | | | |

| | | | | |
|---|---|---|---|---|
| FROM 117+60, 17' LT.<br>TO 125+98, 22' RT.<br><br>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 MINIMUM DEPTH OF 36" | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 21 |
| FROM 119+05, 145' RT.<br>TO 124+77 23' RT.<br><br>12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES | TO BE REMOVED | LOCATES, PERMITS, JOINT USE TENANTS | PH 1 | 5 |
| FROM 119+95 17' LT.<br>TO 119+95 27' RT.<br><br>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.<br>12,470V O.E & APPURTENANCES | TO REMAIN | N/A | N/A | N/A |
| ACESS ROAD | | | | |
| FROM 214+23, 27' LT.<br>TO 200+45, 20' RT.<br><br>12,470V B.E. CONDUCTOR | TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 4" HDPE CONDUIT @ A MINIMUM 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: | | Acceptance by OOCEA | |
|---|---|---|---|
| Ed Burkot | 5-30-2014 | | 10/17/14 |
| (Signature) | (Date) | (Signature) | (Date) |
| Ed Burkot | | G John Hornbeck | |
| (Printed Name) | | (Printed Name) | |
| Senior Engineer | | Project Manager | |
| (Title) | | (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 dependent 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.

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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**

**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; 65' 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+66 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 R138; 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-356; 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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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: 8614
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:

Paula Lamoute
Paula Lamoute
(Print Name)

Darlen 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 8th 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.

Darlen 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 Services Florida

APPROVED
CRAWFORD & OWEN, 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# EE067424
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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 16, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-201*<br>*PARCEL NO. 104* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: APRIL 25, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 800* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-8965*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMN CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 104* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-8965*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 106* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 21, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 107* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 21, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMN CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 108* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 21, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 109* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 21, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 110* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 111* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 112* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 113* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMN CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 120* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: APRIL 25, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 122* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: APRIL 25, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 123* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 16, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 125* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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 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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 126* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 126* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 23, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 130* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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°1S'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 PDINT 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 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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 131* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 30, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 132* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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 DF 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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 30, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 132* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 30, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 134* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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 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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 30, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 134* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 135* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 138* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 140* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 141* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 16, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 142* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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 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 DN 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 DF 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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 16, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMN CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 143* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 23, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 144* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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 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 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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MAY 23, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 145* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 150* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 21, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 153* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 21, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 154* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 21, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 156* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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 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 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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 157* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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.

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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: MARCH 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 158* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*2700 WESTHALL LANE*<br>*SUITE 137*<br>*MAITLAND, FLORIDA 32751*<br>*VOICE: (407) 660-2322 FAX: 660-8223*<br>*LAND SURVEYOR BUSINESS LICENSE NO. 6556* |

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



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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: DECEMBER 12, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-201*<br>*PARCEL NO. 801* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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: 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 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



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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 104 & 804* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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



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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 28, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 106 & 806* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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



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| FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY<br>DATE: FEBRUARY 14, 2013<br>PROJECT NO.: H20-01<br>DRAWN: PMM CHECKED: JMS | *STATE ROAD 429*<br>*OOCEA PROJECT NO. 429-202*<br>*PARCEL NO. 111 & 811* | *GEODATA CONSULTANTS, INC.*<br>*SURVEYING & MAPPING*<br>*1349 SOUTH INTERNATIONAL PARKWAY*<br>*SUITE 2401*<br>*LAKE MARY, FLORIDA 32746*<br>*VOICE: (407) 732-6965*<br>*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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

| | |
|---|---|
| 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)
Glenn Hardee
(Printed Name)
Project Manager
(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.

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|---|---|
| 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.<br><br>ALL DUKE ENERGY 12,470v DISTRIBUTION TRANSMISSION UNDERBUILT FACILITIES** | **TO REMAIN** | **N/A** | **N/A** | **N/A** |
| **AT 97+38, 171' RT.<br>WOOD POLE & APPURTENANCES** | **TO BE INSTALLED** | **LOCATES** | **PH 1** | **1** |
| **FROM 98+00 171' RT. TO 125+13 131' RT.<br>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.<br><br>WOOD POLE & APPURTENANCES** | **TO BE REMOVED** | **LOCATES, PERMITS, JOINT USE TENANTS, CUSTOMER REQUEST TO DISCONNECT FACILITIES EXECUTED** | **PH I** | **1** |

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|---|---|---|---|---|
| FROM 101+35, 120' RT. TO 101+64 150' RT.<br><br>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.<br><br>WOOD POLE & APPURTENANCES | TO REMAIN | N/A | N/A | N/A |
| AT 105+60, 195' RT.<br><br>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.<br><br>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.<br><br>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.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |

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| FROM 104+83, 195' LT.<br>TO 105+43, 215' LT.<br><br>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.<br>TO 108+06, 235' LT.<br><br>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.<br>TO 108+53, 220 LT.<br><br>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.<br>TO 118+15, LA R/W+ 1' RT.<br><br>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.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |
| FROM 124+73, 126' RT.<br>TO 124+68, LA R/W+ 1' RT.<br><br>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 |

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|---|---|---|---|---|
| FROM 125+25, 142' RT.<br>TO 125+65, R/W+ *1' LT.*<br><br>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.<br>TO 138+85, LA R/W+ *1' LT.*<br><br>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.<br>TO 151+95, 01' RT.<br><br>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.<br>TO 153+43, 145' RT.<br><br>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 |

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| FROM 152+75, 170' LT.<br>TO 157+03, 45' RT.<br><br>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.<br>TO 181+35, LA R/W +1' RT.<br><br>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.<br>TO 205+90, LA R/W + RT.<br><br>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.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |
| AT 205+90, 220' RT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |
| AT 105+60, 230' LT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, LA R/W STAKED | PH 1 | 1 |

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|---|---|---|---|---|
| FROM 205+90, 195' LT.<br>TO 205+90, 220' RT.<br><br>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.<br>TO 205+55, 155' RT.<br><br>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.<br>TO 211+42, 143' RT.<br><br>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.<br>TO 209+83, 188' LT.<br>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.<br>TO 213+95, 05' RT., 175' LT.<br>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 |
| | | | | |

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|---|---|---|---|---|
| **CONNECTOR ROAD** | | | | |
| | | | | |
| **FROM 66+02, 177' LT. TO 71+90, 130' LT.**<br><br>**12,470V B.E. CONDUCTOR** | **TO BE INSTALLED BY DIRECTIONAL BORE OR MACHINE TRENCH IN 6" PVC CONDUIT WITH TW0 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.**<br><br>**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.**<br><br>**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.**<br><br>**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**<br><br>**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.<br>TO 65+75, 27' LT. & 27' RT.<br><br>12,470 B.E. CONDUCTOR | TO REMAIN | N/A | N/A | 0 |
| YOTHERS RD | | | | |
| FROM 117+20, 17' LT.<br>TO 118+52, 17' LT.<br><br>12,470V & 120/240v O.E & APPURTENANCES | TO REMAIN | N/A | N/A | N/A |
| AT 117+44, 17' LT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 1 |
| AT 117+60, 17' LT.<br><br>WOOD POLE & APPURTENANCES | TO BE INSTALLED | LOCATES, PERMITS, R/W & GRADE STAKED | PH 1 | 1 |
| FROM 118+52, 17' LT.<br>TO 118+95 17' LT.<br><br>12,470V O.E. DISTRIBUTION LINE AND APPURTENANCES | TO BE REMOVED | LOCATES, PERMITS, JOINT USE TENANTS | PH 1 | 1 |
| FROM 117+44, 17' LT.<br>TO 119+05, 145' RT.<br><br>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 |

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|---|---|---|---|---|
| FROM 117+44, 17' LT. TO 118+70, 25' RT.<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>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.<br><br>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)-942-9883.

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.

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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**

**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+56 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 R138; 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+61 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 ____ |

2.

**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:** _____ **DATE:** June 16, 2014

Robb A. Brown
Project Manager

# CONSENT AGENDA ITEM

# #28

**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: **March 24, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcels 106/806 (Charles and Marian Revell) - Approval for Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Charles and Marian Revell (the "Owners"), for the acquisition of Parcels 106/806 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") took Parcels 106/806 on September 18, 2014 through a Stipulated Order of Taking.

**DESCRIPTION and BACKGROUND:**

Parcels 106/806 involve a partial taking from a 4.696 acre tract of land located along the west side of Plymouth Sorrento Road, approximately 250 feet north of Southfork Drive, in unincorporated Orange County. CFX acquired 18,388 square feet, or 0.422 acres, of land in fee simple (Parcel 106) and an additional 16,584 square feet, or 0.381 acres, of land (Parcel 806) as a permanent easement primarily for utility relocation. CFX's appraisal of the property was prepared by Richard K. MacMillan of the Appraisal Group of Central Florida, Inc., with a date of value of March 21, 2014. Mr. MacMillan estimated that the amount of compensation owed to the landowner was $89,600.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is R-Rural/Agricultural (1 unit/10 acres). The Property is currently improved with a single-family residence that was constructed in 1988, containing 1,803 square feet of gross living area. In addition, site improvements related to the current residential usage include fencing, a septic tank and drain field, well, landscaping, a metal utility building, irrigation, concrete driveway and sidewalk. Mr. MacMillan concluded that the Property's highest and best use "as if vacant" would be for a single-family residential homesite or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. MacMillan used the Sales Comparison Approach and considered four vacant land sales ranging from $21,795.00 per acre to $33,505.00 per acre. Mr. MacMillan ultimately reconciled on a value of $30,000.00 per acre. This resulted in a finding of $140,880.00 for the total land value of the subject property, and a compensation claim of $23,600.00 for the value of the land taken ($30,000 per acre x 0.422 acres in Parcel 106 *plus* $30,000 per acre x 0.381 acres property x 95% for Parcel 806).

Mr. MacMillan used three comparable sales that were improved with a single-family residence to determine the value of the subject "as improved." The three sales ranged in value from $217,500.00 to $268,600.00. The most weight was placed on the sales which were most recent and located closest to the subject. Mr. MacMillan reconciled on an "as-improved" value of $260,000.00 for the subject property.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract from 4.696 acres to 4.274 acres, of which 16,584 square feet will be encumbered by an easement to provide for relocation of Duke Energy power poles and transmission lines. The remainder property will have 331.62 feet of frontage along the limited access right of way of State Road 429. At the subject property, the Expressway is comprised of three southbound lanes including the exit ramp to the connector road to the south. The top of the guardrail at the south property line is approximately 16½ feet above natural grade at the right-of-way/fence line with approximately 11 feet of exposed retaining wall, and at the north property line, the top of the guardrail is approximately 11½ feet above natural grade. A north facing exit sign will be located over the southbound exit lane near the northwest property corner. The Expressway and bridge will be lit and a drainage swale will run parallel to the north 230 feet of the fence line. Mr. MacMillan determined that the proposed taking will have an adverse influence on the remainder improvements by diminishing their rural character. The distance of the residence to the proposed limited access right of way will be approximately 370 feet. The appraiser analyzed data which showed a decrease in value ranging from 20% to 38% for properties adjacent to a limited access right of way. Based on this analysis, the appraiser concluded that the site will have a 25% diminution in value caused by proximity to the expressway. This creates severance damages in the amount of $58,100.00.

In addition, Mr. MacMillan appraised the value of the improvements located within the area of take. In Parcel 106, the part taken includes 227 linear feet of field fence with two strands of barbed wire and one strand of electrified wire, 156 linear feet of 4 inch field fence with one strand of electrified wire, and 18,300 square feet of pasture grass. Parcel 806 contains an additional 57 feet of 4 inch field fence. These improvements were valued at a total of $3,900.00.

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 $3,900.00. This results in a total compensation estimate for Parcels 106 and 806 of $89,600.00, as summarized below:

| | Parcel 106 | Parcel 806 | Total |
|---|---|---|---|
| **Land** | $12,700.00 | $10,900.00 | $23,600.00 |
| **Improvements** | $ 3,700.00 | $ 300.00 | $ 4,000.00 |
| **Severance Damage** | $58,100.00 | $ 0.00 | $58,100.00 |
| **Net Cost to Cure** | $ 3,900.00 | $ 0.00 | $ 3,900.00 |
| **Total Compensation** | $78,400.00 | $11,200.00 | **$89,600.00** |

---

The Owners, Mr. and Mrs. Revell, retained the services of appraiser Gary Pendergast from Florida Real Estate Analysts, Inc. Mr. Pendergast consulted with Ed Williams, of Williams Development Services, Inc., to assist in the highest and best use analysis and to identify damages that are a direct result of the taking. Parcel 106 is currently under the jurisdiction of Orange County, which has designated the property for rural land use and has an Agricultural zoning, which allows a density of 1 unit per 10 acres. However, Mr. Williams noted that the property is located one lot from the City of Apopka boundary to the south. The owners of that lot have indicated their willingness to annex into the City. Annexation into the City would allow the property to be developed with additional home sites up to 3.5 dwelling units per acre.

Mr. Pendergast concluded that the highest and best use of the property "as vacant" is for single family residential use. The highest and best use "as improved" is for continued use of the residential improvements. He estimated that the value of the land "as vacant" is $211,300, based on a $45,000 per acre land value (4.696 acres x $45,000 per acre). This is based on his comparable sales analysis that considered four vacant land sales ranging in price from $32,805 per acre to $50,000 per acre. Mr. Pendergast estimated the value of the land "as-improved" to be $285,000, based on comparable sales that ranged in value from $235,000 to $370,000. Mr. Pendergast, relying on the "after" analysis of Ed Williams, damaged the remainder property by 50%, to yield $122,400 in severance damages, plus an additional $4,100 for cost to cure, mostly related to fencing. This results in a total value for the part taken and damages of **$166,700,** as summarized below:

| | Parcel 106 | Parcel 806 | Total |
|---|---|---|---|
| **Land** | $ 19,000.00 | $16,300.00 | $ 35,300.00 |
| **Improvements** | $ 4,600.00 | $ 300.00 | $ 4,900.00 |
| **Severance Damage** | $122,400.00 | $ 0.00 | $122,400.00 |
| **Net Cost to Cure** | $ 4,100.00 | $ 0.00 | $ 4,100.00 |
| **Total Compensation** | $150,400.00 | $16,300.00 | **$166,700.00** |

**EXPERT AND ATTORNEY FEES:**

The Revells retained the appraisal services of Gary Pendergast, of Florida Real Estate Analysts, Inc. Mr. Pendergast submitted an invoice for 73.50 hours at $180.00 per hour, for a total fee request of $13,230.00. During negotiations, Mr. Pendergast agreed to accept $11,300.00 for his services. CFX retained the services of Richard MacMillan, of The Appraisal Group of Central Florida, Inc. CFX compensated Mr. MacMillan a total of $13,750.00 to appraise the subject property. Payment was based on a negotiated flat-fee whereby Mr. MacMillan also appraised several other properties in the same vicinity, and could spread out certain costs over several parcels. Mr. MacMillan was initially retained to appraise Parcel 106 only. Before the completion of the appraisal for Parcel 106, an easement (Parcel 806) was added to the Taking primarily for the purpose of relocating the utility poles. With the addition of Parcel 806, Mr. MacMillan was required to appraise the additional easement area, include it in his appraisal and update the appraisal to a current date of value. The total compensation paid to Mr. MacMillan includes payment for both Parcels 106 and 806.

The Revells also retained the land planning services of Ed Williams, of Williams Development Services Inc. Mr. Williams submitted an invoice for 15.8 hours at $250.00 per hour, for a total fee request of $3,950.00. During negotiations, Mr. Williams agreed to accept $3,350.00 for his services. Because of the proximity of the Property to the boundary of the City of Apopka and the complexity of potential developmental rights in the City as opposed to the County, CFX retained the services of Donald W. McIntosh Associates, Inc. ("DWMA") to prepare a Site Evaluation report. DWMA submitted invoices for approximately 113 hours of time ranging from $85.00 to $300.00 per hour and $6.23 in reimbursable expenses. The total compensation paid to DWMA for its services was $20,907.48.

Additionally, CFX retained the services of Speer Construction, LLC to estimate the costs of the improvements within the area of take and to estimate the costs of establishing a partial severance damage cure for the remainder parcel. CFX compensated Speer Construction, LLC at an hourly rate of $100.00 per hour for a total amount of $1,000.00 for its services. The landowner did not have a corresponding expert invoice for this service.

Lastly, the landowners retained the legal services of Joe Hanratty, of the law firm of Forman Hanratty & Montgomery. Mr. Hanratty would be entitled to recover $14,223.00 based on the standard "betterment" payment provided for in §73.092(1)(c), *Florida Statutes,* which provides for attorneys to receive 33% of the difference between the final written offer and the amount of the settlement or final judgment. However, Mr. Hanratty agreed to accept $12,962.00 for his services in this case.

Counsel has reviewed the rates, hours and amount sought by the owner's experts and paid to CFX's experts and believes them to be reasonable.

**SETTLEMENT PROPOSAL:**

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcels 106/806 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

| **Total Settlement Proposal for Parcels 106/806** | |
|---|---|
| Charles and Marian Revell (landowners): | **$132,700.00** |
| Gary Pendergast (appraiser): | 11,300.00 |
| Ed Williams (land planner): | 3,350.00 |
| Joe Hanratty (attorneys fees): | 12,962.00 |
| **Total** | **$160,312.00** |

In sum, CFX would pay compensation to the Owners, Charles and Marian Revell, $132,700.00, less its good faith deposit of $89,600.00, leaving a remaining balance of $43,100.00 to be paid at this time. CFX would also pay statutory attorneys' fees and expert fees in the amount of $27,612.00 in accordance with §73.092(1)(a) and §73.091(1), *Florida Statutes*.

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 §73.091 and §73.092, *Florida Statutes*. 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 Board approval by the Right of Way Committee at the March 25, 2015 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of $160,312.00 in full settlement of all claims for compensation for the acquisition of Parcels 106/806.

**ATTACHMENTS:**

Exhibit A - Sketch of Subject Property
Exhibit B - Map Depicting Location of Property

Parcel: 106/806
Project: Wekiva Parkway
County:Orange

Sketch of parent tract and area of taking

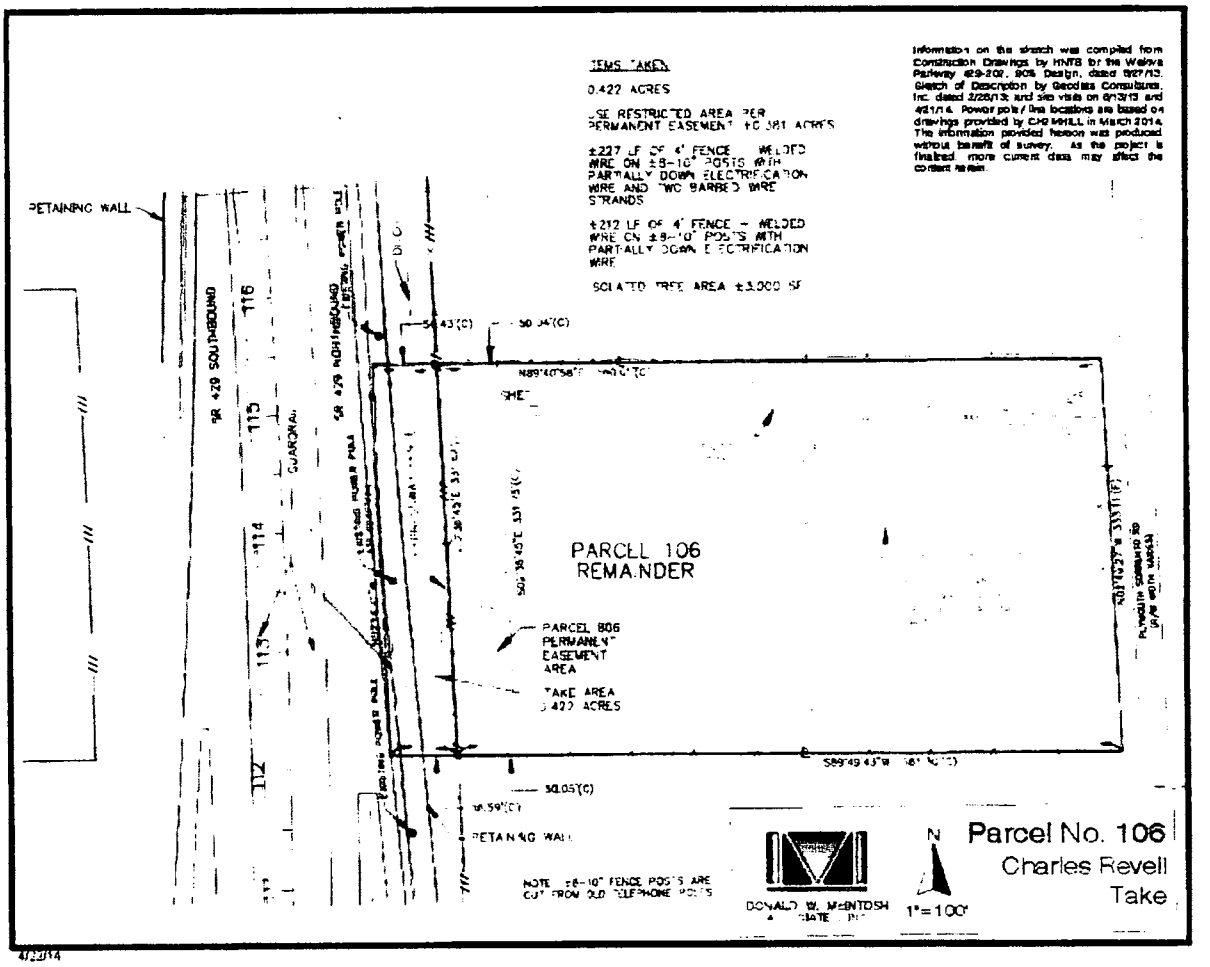



**EXHIBIT "A"**

## Subject Location Map

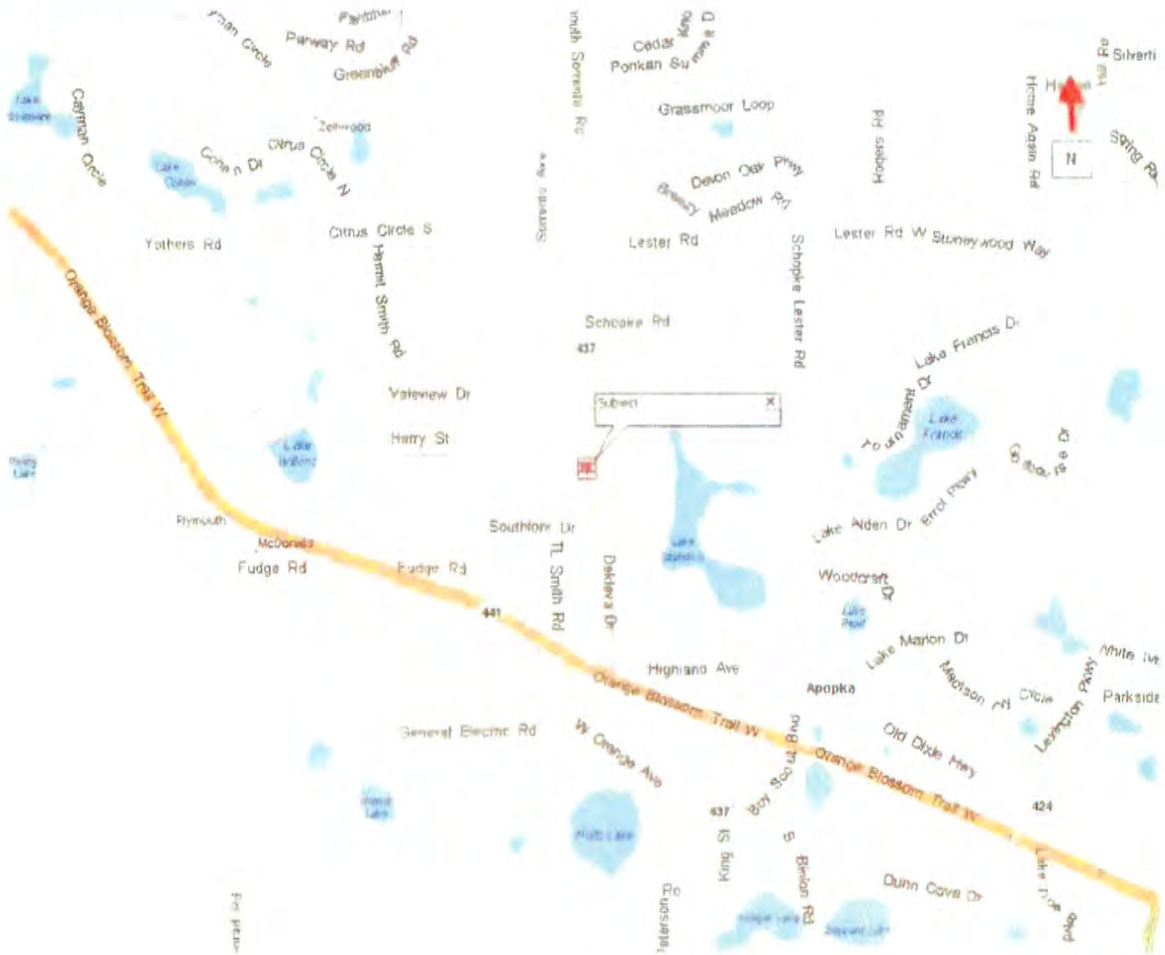



**EXHIBIT "B"**

# CONSENT AGENDA ITEM

# #29

**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: **March 24, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcels 107/807 (Glen Revell) - Approval for Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Glen M. Revell (the "Owner"), for the acquisition of Parcels 107/807 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Central Florida Expressway Authority ("CFX") took Parcels 107/807 on September 18, 2014 through a Stipulated Order of Taking.

**DESCRIPTION and BACKGROUND**:

Parcels 107/807 involve a partial taking from a 1.747 acre tract of land located along the west side of Plymouth Sorrento Road, approximately 1,130 feet north of Southfork Drive, in unincorporated Orange County. CFX acquired 10,250 square feet, or 0.235 acres, of land in fee simple (Parcel 107) and an additional 9,552 square feet, or 0.219 acres, of land (Parcel 807) as a permanent easement primarily for utility relocation. CFX's appraisal of the property was prepared by Richard K. MacMillan of the Appraisal Group of Central Florida, Inc., with a date of value of March 21, 2014. Mr. MacMillan estimated that the amount of compensation owed to the landowner was $76,300.00, based on the following analysis.

The Property is zoned A-1, Citrus Rural District, by Orange County. The future land use designation is R-Rural/Agricultural (1 unit/10 acres). The Property is currently improved with a manufactured single-family residence that was constructed in 1993, containing 728 square feet of gross living area, plus 200 square feet of porch area. In addition, there are site improvements related to the current residential usage, including a 1,242 square foot barn, cattle pen, 548 square foot barn/utility structure, chicken coop, perimeter post and wire fencing, a septic tank and drain field, a well, landscaping and irrigation. Mr. MacMillan concluded that the Property's highest and best use "as if vacant" would be for a single-family residential homesite or agricultural use. The property "as improved" would have a highest and best use for the existing single-family residential use.

To determine land value, Mr. MacMillan used the Sales Comparison Approach and considered four vacant land sales ranging from $21,795.00 per acre to $33,505.00 per acre. Mr. MacMillan ultimately reconciled on a value of $30,000.00 per acre. This resulted in a finding of $52,410.00 for the total vacant land value of the subject property, and a compensation claim for $13,400.00 for the value of the land taken ($30,000 per acre x 0.235 acres for Parcel 107 *plus* $30,000 per acre x 0.219 acres x 95% of the fee for Parcel 807).

Mr. MacMillan used three comparable sales improved with a single-family residence to determine the value of the subject "as improved." The three sales ranged in value from $78,500.00 to $97,200.00. The most weight was placed on the sales which were most recent and located closest to the subject. Mr. MacMillan reconciled on an "as-improved" value of $90,000.00 for the subject property.

In addition, Mr. MacMillan appraised the value of the improvements located within the area of take. In Parcel 107, the part taken includes 145 square feet of the wooden storage shed, 345 feet of various types of fencing, a portion of the water line with 4 sprinklers, and 10,000 square feet of pasture grass. These improvements are valued at $3,400.00. Additional improvements are located within Parcel 807, including portions of the shed, a farm gate, a wire cage structure, chicken coop, fencing and part of the drainfield. Mr. MacMillan values the improvements on Parcel 807 at $10,500.00.

The most significant issue in this case is the degree to which the remainder property will be affected by the taking. The proposed acquisition will reduce the subject parent tract by 13.5%, plus another 14% of the remainder will be encumbered with a new permanent utility easement for Duke Energy power poles and transmission lines. The remainder property, previously rural in character, will now front the new Wekiva Parkway, which will contain five lanes transitioning to six lanes near the remainder. The new road will be elevated between 11½ feet to 29 feet above the existing ground elevation. There will also be a retaining wall near the subject, with between 7.5 feet and 20 feet of exposed wall. The roadway construction will include parts of the new expressway, a large retaining wall, drainage swale, and lighted exit sign.

In addition to being generally affected by the elevated roadway, the taking of Parcel 807 will also impact a portion of the septic tank drainfield. As a result, the property is no longer operable or useful as a residential home site. Mr. John Speer of Speer Construction provided a "cost to cure" estimate to relocate the drainfield. Since the cost to cure would be higher than the remainder value, the appraiser concluded that the remaining improvements except for the perimeter fencing and gates should be razed. Mr. Speer estimated the cost of razing the improvements to be $11,800.00. Thus, the highest and best use of the site will change as a result of the proposed acquisition, and will now be valued as vacant single-family residential property (as opposed to improved). The property, as vacant, will be adversely affected by the presence of the expressway. Mr. MacMillan analyzed data which showed a decrease in value ranging from 20% to 38% for properties adjacent to a limited access right of way. Based on this analysis, the appraiser concluded that the site will have a 35% diminution in value caused by proximity to the expressway. This creates severance damages in the amount of $49,000.00 ($13,600.00 for Parcel 107, and $35,400.00 for Parcel 807, including the cost of demolition).

This results in a total compensation estimate by Richard MacMillan for Parcels 107 and 807 of **$76,300.00**, as summarized below:

| | Parcel 107 | Parcel 807 | Total |
|---|---|---|---|
| **Land** | $ 7,100.00 | $ 6,300.00 | $13,400.00 |
| **Improvements** | $ 3,400.00 | $10,500.00 | $13,900.00 |
| **Severance Damage** | $13,600.00 | $35,400.00 | $49,000.00 |
| **Total Compensation** | $24,100.00 | $52,200.00 | **$76,300.00** |

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The Owner, Mr. Glen Revell, retained the services of appraiser Gary Pendergast from Florida Real Estate Analysts, Inc. Mr. Pendergast consulted with Ed Williams, of Williams Development Services, Inc., to assist in the highest and best use analysis and to identify damages that are a direct result of the taking. Mr. Pendergast concluded that the highest and best use of the property "as vacant" is for single-family residential use. The highest and best use "as improved" is for continued use of the residential and agricultural improvements. He estimated that the value of the land "as vacant" is $78,400.00, based on a $45,000.00 per acre land value (1.747 acres x $45,000 per acre). This is based on his comparable sales analysis that considered four vacant land sales ranging in price from $32,805.00 per acre to $50,000.00 per acre. Mr. Pendergast estimated the value of the land "as-improved" to be $110,000.00 before the taking, based on comparable sales that ranged in value from $77,000.00 to $120,000.00. Mr. Pendergast's appraisal of the value of the improvements within the area of taking is nearly identical to CFX's appraisal.

Mr. Pendergast analyzed the value of the property after the taking and, after relying on the cure estimates of Mr. Williams, similarly found that the highest and best use after the taking would be to demolish the existing improvements and market the property for residential use. Relying of the "after" analysis of Ed Williams, Mr. Pendergast damaged the remainder property by 50% because of proximity to the expressway, to yield $29,300.00 in severance damages, plus an additional $15,000.00 to demolish the improvements. This results in a total value for the part taken and damages of **$95,700.00**, as summarized below:[1]

| | Parcel 107 | Parcel 807 | Total |
|---|---|---|---|
| **Land** | $10,600.00 | $ 9,400.00 | $20,000.00 |
| **Improvements** | $ 3,500.00 | $10,500.00 | $14,000.00 |
| **Severance Damage*** | $23,500.00 | $38,200.00 | $61,700.00 |
| **Total Compensation** | $37,600.00 | $58,100.00 | **$95,700.00** |

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[1]The severance damage allocation between Parcels 107 and 807 is approximate, since the landowner's appraisal report did not separately allocate the amount of damages between Parcels 107 and 807 in the same manner as CFX's appraisal report. The "total" severance damage amount is correct and straight from the landowner's report.

**EXPERT AND ATTORNEY FEES:**

Mr. Revell retained the appraisal services of Gary Pendergast, of Florida Real Estate Analysts, Inc. Mr. Pendergast submitted an invoice for 65.25 hours at $180.00 per hour, for a total fee request of $11,745.00. During negotiations, Mr. Pendergast agreed to accept $9,980.00 for his services. CFX retained the services of Richard MacMillan, of The Appraisal Group of Central Florida, Inc. CFX compensated Mr. MacMillan a total of $13,750.00 to appraise the subject property. Payment was based on a negotiated flat-fee whereby Mr. MacMillan also appraised several other properties in the same vicinity, and could spread out certain costs over several parcels. Mr. MacMillan was initially retained to appraise Parcel 107 only. Before the completion of the appraisal for Parcel 107, an easement (Parcel 807) was added to the Taking primarily for the purpose of relocating the utility poles. With the addition of Parcel 807, Mr. MacMillan was required to appraise the additional easement area, include it in his appraisal and update the appraisal to a current date of value. The total compensation paid to Mr. MacMillan includes payment for both Parcels 107 and 807.

Mr. Revell also retained the land planning services of Ed Williams, of Williams Development Services Inc. Mr. Williams submitted an invoice for 15 hours at $250.00 per hour, for a total fee request of $3,750.00. During negotiations, Mr. Williams agreed to accept $3,200.00 for his services. Because of the proximity of the Property to the boundary of the City of Apopka and the complexity of potential developmental rights in the City as opposed to the County, CFX retained the services of Donald W. McIntosh Associates, Inc. ("DWMA") to prepare a Site Evaluation report. DWMA submitted invoices for approximately 150 hours of time ranging from $85.00 to $300.00 per hour and $6.23 in reimbursable expenses. The total compensation paid to DWMA for its services was $26,490.00.

Additionally, CFX retained the services of John Speer from Speer Construction, LLC to provide cost estimates for the items within the taking as well as a cost to cure the improvements on the remainder. CFX compensated Speer Construction, LLC an hourly rate of $100.00 per hour for a total amount of $1,600.00 for its services. The landowner did not have a corresponding expert invoice for this service.

Lastly, the landowner retained the legal services of Joe Hanratty, of the law firm of Forman Hanratty & Montgomery. Mr. Hanratty would be entitled to recover $4,389.00 based on the standard "betterment" payment described in §73.092(1)(c), *Florida Statutes*, which provides for attorneys to receive 33% of the difference between the final written offer and the amount of the settlement or final judgment ($89,600.00 - $76,300.00 = $13,300.00 x .33 = $4,389.00). However, Mr. Hanratty agreed to accept $3,236.00 for his services in this case.

Counsel has reviewed the rates, hours and amount sought by the owner's experts and paid to CFX's experts and believes them to be reasonable.

**SETTLEMENT PROPOSAL:**

The parties have been participating in settlement negotiations and have reached a proposed agreement on the purchase price for the acquisition of Parcels 107/807 and expert fees and costs. The parties have conditionally agreed to the following settlement terms, subject to Right of Way Committee recommendation and final CFX Board approval:

| **Total Settlement Proposal for Parcel 107/807** | |
|---|---|
| Glen M. Revell (landowner): | **$ 89,600.00** |
| Gary Pendergast (appraiser): | 9,980.00 |
| Ed Williams (land planner): | 3,200.00 |
| Joe Hanratty (attorneys fees): | 3,236.00 |
| **Total** | **$106,016.00** |

In sum, CFX would pay compensation to the Owner, Glen M. Revell, $89,600.00, less its good faith deposit of $76,300.00, leaving a remaining balance of $13,300.00 to be paid at this time. CFX would also pay statutory attorneys fees and expert fees in the total amount of $16,416.00 in accordance with §73.092(1)(a) and §73.091(1), *Florida Statutes*.

In addition to the above settlement amount, the Owner is entitled to relocation benefits. The Owner has submitted a claim for $1,800.00 in relocation benefits for the expense of having to relocate personal property out of the area of acquisition. This payment is in addition to any payment received as it relates to the acquisition.

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 §73.091 and §73.092, *Florida Statutes*. 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:**

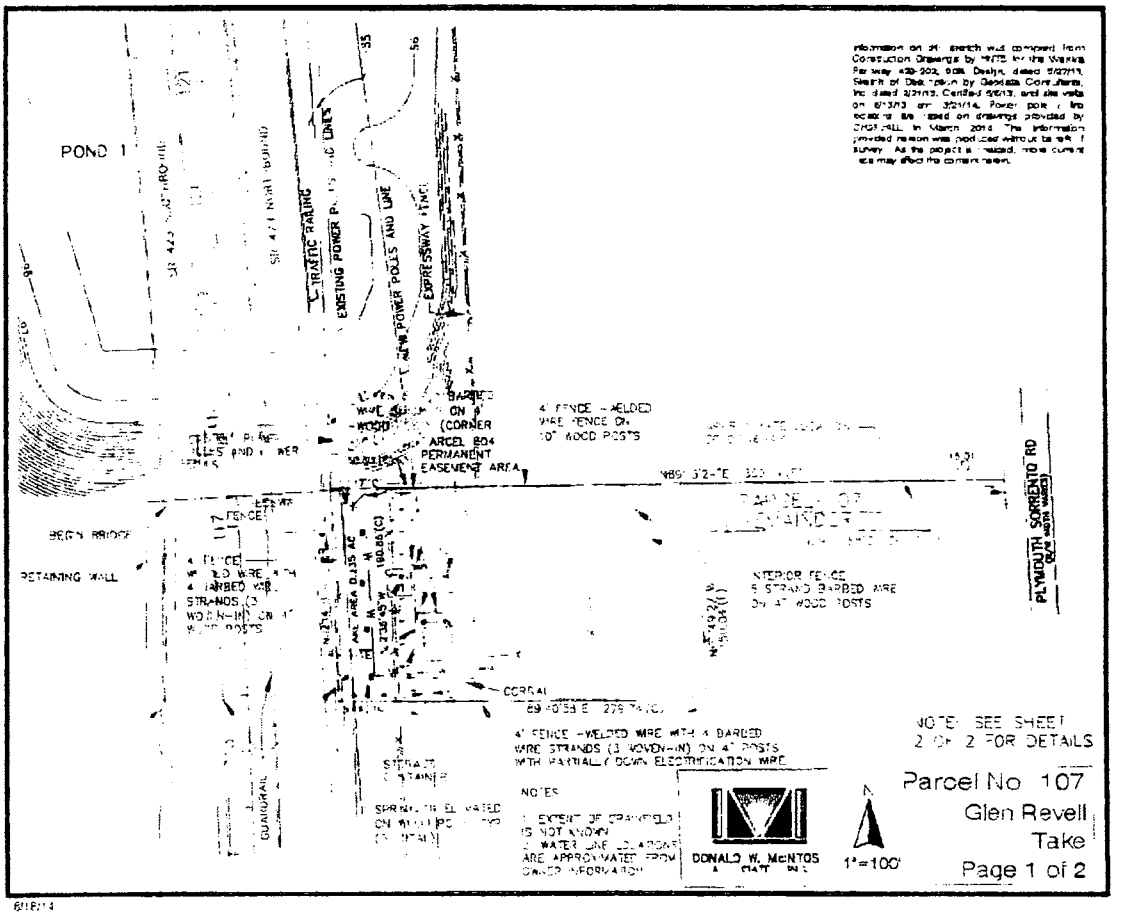
The proposed settlement was recommended for Board approval by the Right of Way Committee at the March 27, 2015 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of $106,016.00 in full settlement of all claims for compensation for the acquisition of Parcels 107/807.

**ATTACHMENTS:**

Exhibit A - Sketch of Subject Property
Exhibit B - Map Depicting Location of Property

Parcel: 107/807
Project: Wekiva Parkway
County: Orange

Sketch of parent tract and area of taking (1 of 2)




6/18/14

**EXHIBIT "A"**

Parcel: 107/807
Project: Wekiva Parkway
County: Orange

Sketch of parent tract and area of taking (2 of 2)

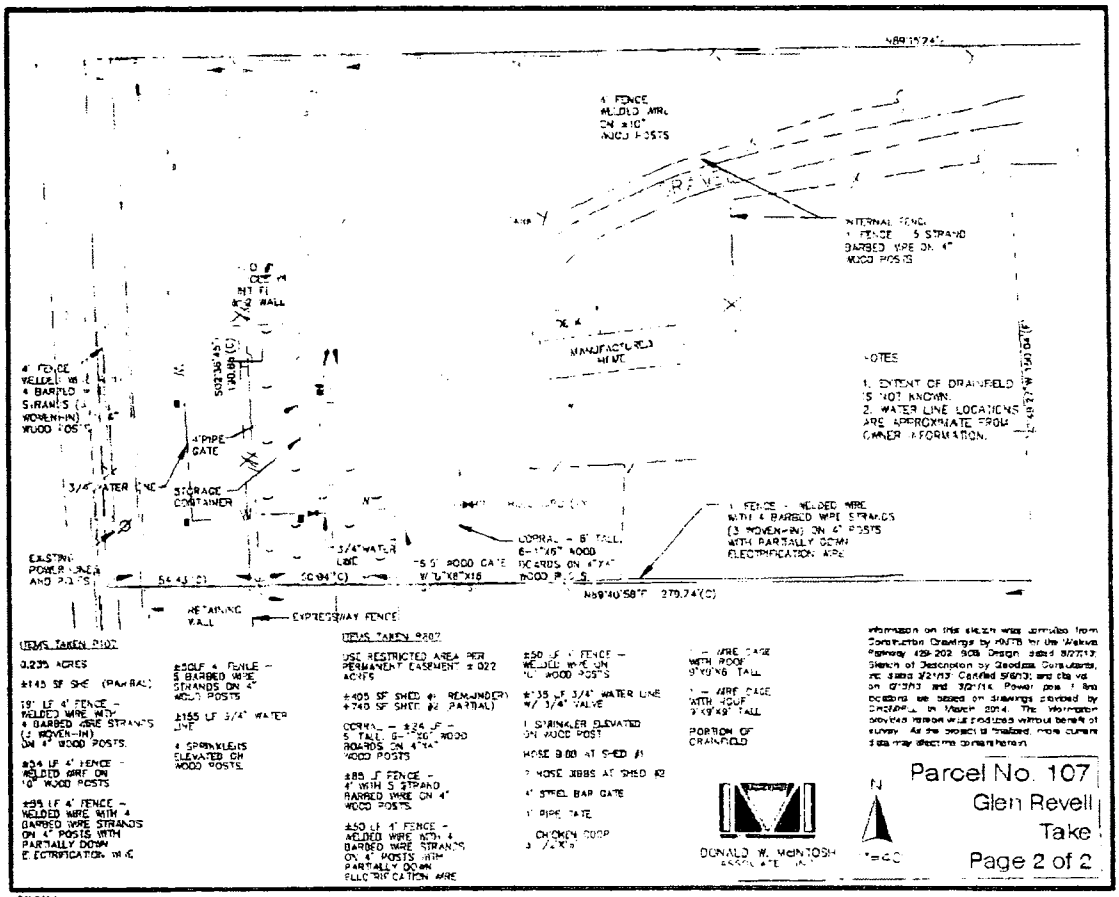



**EXHIBIT "A"**

## Subject Location Map




**EXHIBIT "B"**

# CONSENT AGENDA ITEM

# #30

**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: **March 24, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 144 (Hiatus Parcel) - Approval for Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's recommendation of approval of a settlement with Reinco, Inc., (the "Owner"), for the acquisition of Parcel 144 (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 144 on July 23, 2014 through a Stipulated Order of Taking.

**DESCRIPTION and BACKGROUND:**

Parcel 144 is a total taking of a narrow strip of land that is considered to be a "hiatus parcel," located within the existing right-of-way of Yothers Road, in Orange County, Florida. Reinco, Inc., a dissolved Florida corporation, is the owner of record. The property contains an area of 0.069 acres, or 3,000 square feet. It is contiguous to property zoned A-1, Citrus Rural District, which provides for agricultural uses. The future land use designation is rural/agricultural.

CFX's appraisal of the property was prepared by Stephen J. Matonis of Integra Realty Resources-Orlando, with a date of value of September 12, 2013. Since the adjoining property is improved with three single-family residences, the reasonable use of the subject property was considered to be similar. Therefore, Mr. Matonis used the "across the fence" valuation technique to appraise this property. This methodology assumes that the subject property is typical to the adjoining property use. Based on this assumption, the appraiser developed a unit of value for the adjoining property, and then applied this unit of value to the subject property.

Mr. Matonis used the sales comparison approach to consider the price of other low density residential homes in close proximity to the subject. After considering four (4) comparable sales that ranged in an adjusted sales price of $28,800 per acre to $37,505 per acre, Mr. Matonis reconciled on a value of $30,000 per acre for the subject property.

Mr. Matonis further opined that the existing use of the land as a public right-of-way for Yothers Road already encumbered 95% of the fee owner's "bundle of rights." Legally, the property could not be assembled because the remaining contiguous lots would not have an alternative access. Therefore, the owner would only be entitled to 5% of the per acre value of the property. Mr. Matonis concluded that the amount of compensation owed for the subject property was $100, calculated as follows: .069 acres x $30,000 per acre x 5% = $103 ($100 rounded).

As stated previously, the subject property is owned by Reinco, Inc., a Florida corporation that was voluntarily dissolved as of June 25, 1982. Although a diligent search and inquiry was conducted, the principals, directors, officers, agents or other persons claiming by, through, or under Reinco, Inc. could not be located. Accordingly, Reinco, Inc. was served with notice of the eminent domain action by publication pursuant to §73.031, *Florida Statutes*. Given the dissolution of the corporation and that a representative could not be located, the Court, pursuant to §607.1405(5), *Florida Statutes*, appointed Prineet Sharma as the attorney ad litem to represent the landowner's interest in this matter.

**EXPERT AND ATTORNEY FEES:**

CFX retained the services of Stephen J. Matonis of Integra Realty Resources-Orlando. CFX compensated Mr. Matonis a total of $3,500.00 to appraise the subject property. Payment was based on a negotiated flat-fee rate whereby Mr. Matonis also appraised several other properties in the same vicinity, and could spread out certain costs over several parcels. The landowner did not have a corresponding expert invoice for this service.

Lastly, as described above, Mr. Prineet Sharma was appointed as the landowner's attorney ad litem. Mr. Sharma is entitled to recover attorney's fees and has agreed to be paid a negotiated fee of $2,000.00.

Counsel has reviewed the rates, hours and amount sought by the owner's experts and paid to CFX's experts and believes them to be reasonable.

**PROPOSED SETTLEMENT:**

The parties have reached a proposed settlement in the amount of $3,000, inclusive of attorney's fees and costs, for the acquisition of Parcel 144. The proposed settlement requires CFX to pay $1,000 for the landowner's interest and $2,000 to Mr. Sharma for attorney's fees, less the good faith amount of $200 that was previously deposited into the Registry of the Court pursuant to the Stipulated Order of Taking, leaving a remaining balance of $2,800. There are no appraisal fees or other expert fees for the landowner in this case. As part of the settlement, CFX will be required to deposit the remaining balance of $2,800 into the Registry of the Court within thirty (30) days of the entry of a Stipulated Final Judgment.

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 §73.091 and §73.092, *Florida Statutes*. Acceptance of the proposal

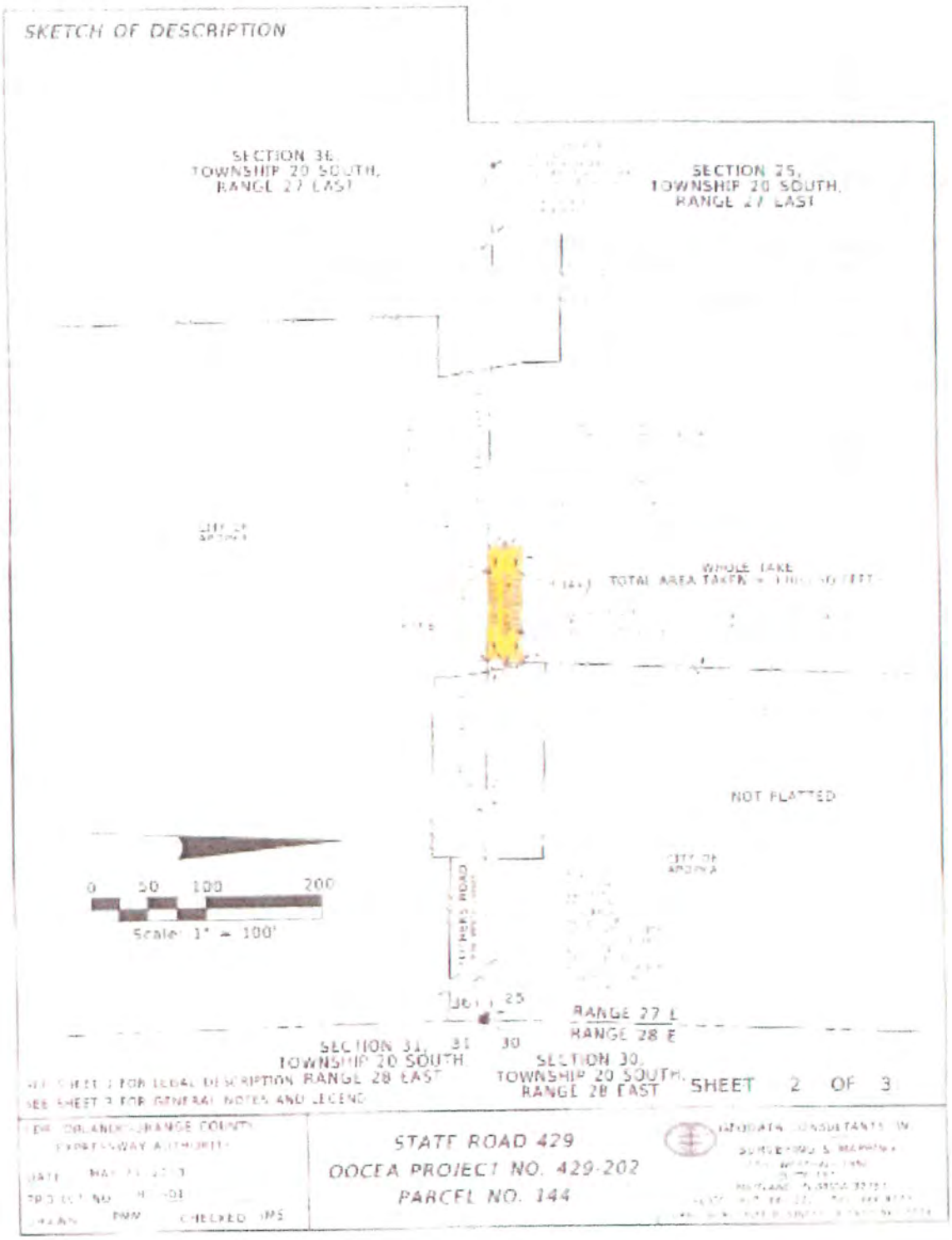
will eliminate further risk and unnecessary expenses for CFX in this case. The proposed settlement will resolve all pending matters in this case, including the property owner's attorneys fees and expert costs.

**RECOMMENDATION:**

The proposed settlement was recommended for Board approval by the Right of Way Committee at the March 27, 2015 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of $3,000.00 in full settlement of all claims for compensation for the acquisition of Parcel 144.

**ATTACHMENT:**

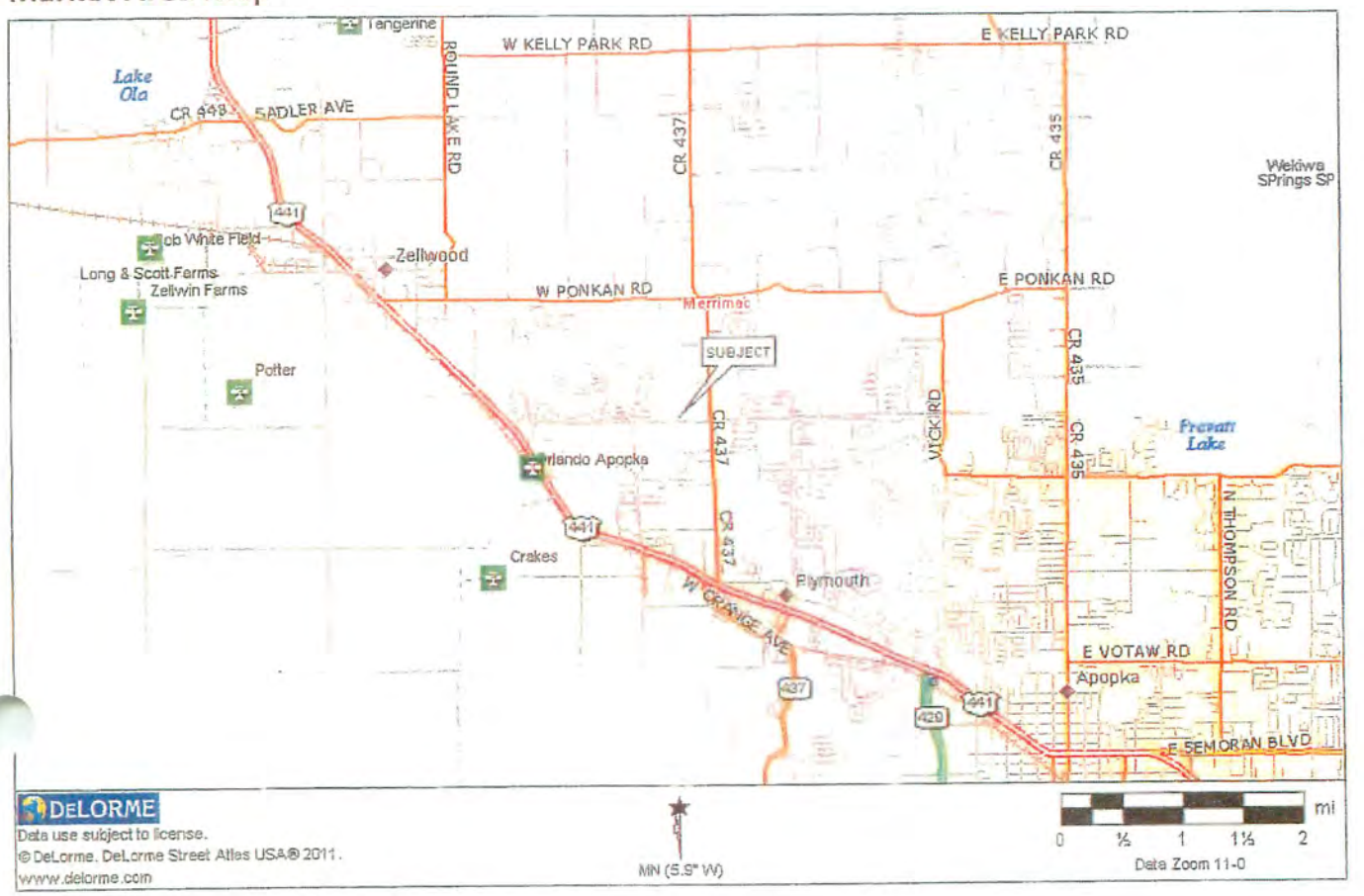
Exhibit A-Sketch of Subject Property
Exhibit B-Map Depicting Location of Property




**Wekiva Parkway - Section 429-202(1A) Parcel 144**
Yothers Rd. Hiatus Parcel
Apopka, Florida

**EXHIBIT "A"**

## Market Area Map




Wekiva Parkway - Section 429-202(1A) Parcel 144

**EXHIBIT "B"**

# EXHIBIT "B"

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Joseph A. Berenis, Deputy Executive Director, Engineering, Operations, Construction & Maintenance
Iranetta Dennis, Director, Business Development
Ben Dreiling, P.E., Director, Construction & Maintenance
Linda Brehmer Lanosa, Deputy General Counsel

DATE: March 24, 2015

RE: Authorization to Suspend Masci General Contractor, Inc. (MASCI) from Bidding on or Participating in any further Authority Projects for One (1) Year
Contract No. 000987, Project No. 417-110, Contract Amount: $10,109.586.09

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**Background Information**

On or about December 12, 2013, MASCI was awarded a Contract involving the widening of State Road 417 from Curry Ford Road to Lake Underhill Road. The contract is nearing completion and the services have been rendered, for the most part, in an acceptable matter, but for one significant issue involving the certification of payments to a subcontractor, Peteco, a business certified as a Minority/Women Business Enterprise ("M/WBE").

As described in more detail in the attached letter, MASCI certified under oath that it had paid Peteco almost $1.4 million, when in fact it had only paid Peteco roughly $230,000. MASCI's conduct is a material breach of the terms of the Contract for several reasons, including failing to maintain accurate records of payments, subletting work without the Authority's prior approval, and failing to provide documentation supporting a good faith effort to meet the stated M/WBE objective.

**Request**

Staff recommends that the Board suspend MASCI General Contracting, Inc. from bidding on or participating in any further Authority projects for a period of one (1) year, commencing from the date of approval by the Board.

:lbl
Enclosures

March ___, 2015

Masci General Contractor, Inc.
Attn. Mr. Leonel Masci
5752 S. Ridgewood Ave.
Harbor Oaks, FL 32127

RE: Contract No. 000987, Project No. 417-110, Contract Amount: $10,109.586.09
M/WBE Participation

Dear Mr. Masci:

This letter follows our meetings of February 3 and March 5, 2015, held in the headquarters of the Central Florida Expressway Authority (Authority), during which Masci General Contractor, Inc. (MASCI), was asked to provide an explanation for the recent reduction in accomplished M/WBE participation on the above-referenced project. More specifically, MASCI was asked to provide an explanation as to why progress toward reaching the M/WBE commitment of $2,049,451,[1] or approximately 20%, was on track until December 2014 and was suddenly reduced to approximately 4% several months prior to project completion.

For background, the Contract requires that MASCI certify that all subcontractors received their pro rata share of previous progress payments. Section 7.6.5 provides:

> 7.6.5 Certification of Payment to Subcontractors: Prior to receipt of any progress (partial) payment, **the Contractor shall certify that all subcontractors having an interest in the Contract have received their pro rata share of previous progress payments** from the Contractor for all work completed and Materials furnished the previous period. . . .
>
> On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. The Authority will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Authority and the affected subcontractors and suppliers. **Contractor shall execute and submit a Certification of Disbursement of Previous Payments form, supplied by the Authority, with each payment request after the initial request. Submitting a false**

[1] Contract, page P-6.

> **or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.**

Contract, page GS-132 (emphasis added). In light of the above contractual requirements, MASCI submitted DBE Payment Certifications and Monthly DBE Status Reports, copies of which are attached as **Composite Exhibit A.** As to Peteco, Inc.,[2] MASCI certified that it had paid Peteco nearly $1.4 million during the period from May 2014 to October 2014 as summarized in the table below.

| Date | Amount Certified as Paid |
|---|---|
| May 23, 2014 | $ 32,882.50 |
| June 24, 2014 | 81,856.85 |
| July 25, 2014 | 91,537.53 |
| August 25, 2014 | 18,927.50 |
| September 25, 2014 | 745,225.97 |
| October 24, 2014 | 418,129.81 |
| **SUBTOTAL** | **$1,388,560.16** |

The Certificates were signed under oath by Leticia Masci as Vice President of MASCI.

On or about October 17, 2014, the Authority became aware of a problem when CDM Smith, the Authority's CEI, received a notice of nonpayment in the amount of $170,039.28 from a trucking company, Central Florida Transport, LLC, who was not one of the approved subcontractors. A copy of the notice is attached as **Exhibit B.** This notice raised a red flag because the trucking company, a non-DBE company, sought compensation for hauling lime rock that should have been hauled by Peteco, a DBE. CDM Smith questioned this notice and asked for a detailed response.

On or about October 24, 2014, MASCI submitted backup explaining how it arrived at the monthly progress payments as shown by **Exhibit C**. Page three of the backup is a summary of Masci's DBE payments to Peteco through September 2014. The summary amounts were determined based on sublet unit prices and to-date pay quantities, not actual payments to Peteco. Essentially, MASCI calculated the amount that was supposed to be sublet and paid to the DBE, which amount was then certified under oath as paid, even though the work had not been sublet to the DBE, was not performed by the DBE, and was not paid to the DBE.

Subsequently, MASCI issued a certification in December 2014, attached as **Exhibit D,** stating that Peteco had received a progress payment in the amount of negative $1,157,295.06. As a result of this negative certification, the overall amount that MASCI had been paid to Peteco was reduced from nearly $1.4 million to just over $200,000, as reported in the table below.

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[2] Peteco, Inc., is a certified Disadvantage Business Enterprise (DBE) with the State of Florida.

| Date | Amount Certified as Paid |
|---|---|
| May to October 2014 Payments | $1,388,560.16 |
| December 23, 2014 | -1,157,295.06 |
| January 23, 2015 | 10,912.50 |
| **TOTAL** | **$242,177.60** |

MASCI's conduct is contrary to the requirements of the Contract for the reasons described below.

First, MASCI failed to maintain accurate records of payments and monthly reports. Section 8.2.5 requires MASCI to maintain records of payments and monthly reports. Section 8.2.5 provides:

> 8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:
>
> 1. the procedures adopted to comply with these special provisions;
> 2. The number of subordinated contracts on Authority projects awarded to M/WBEs;
> 3. the dollar value of the contracts awarded to M/WBEs;
> 4. the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;
> 5. a description of the general categories of contracts awarded to M/WBEs;
> 6. the specific efforts employed to identify and award contracts to M/WBEs;
> 7. maintenance of records of payments and monthly reports to the Authority;
> 8. Subcontract Agreement between Contractor and M/WBE subcontractors; and
> 9. any other records required by the Authority's Project Manager or Executive Director.
>
> The records maintained by the Contractor in accordance with this Section shall be provided to the Authority for review within 48 hours of the Authority's request. **The Contractor shall submit a properly executed M/WBE Payment Certification monthly during the life of the M/WBE subcontract whether payment is made or not.**

Contract, page GS-141 (emphasis added). Records that do not correspond to the amount that is actually paid fall short of the contractual records and reporting requirements.

Second, the Contract does not allow work to be sublet without the Authority's prior approval. Contract, pages GS-85 and GS-142.

Third, MASCI failed to provide the Authority with documentation supporting a good faith effort to meet the stated M/WBE objective. Section 8 of the Contract, entitled "Minority /

Women Business Enterprise (M/WBE) Participation" requires MASCI to make a good faith effort to meet its stated M/WBE objectives. Section 8.1 provides, in part, that:

> 8.1 General: . . . . At any time, the Authority's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the Project due to consideration of property, public safety, and health, including financial impact to the Authority.
>
> The Authority has provided an exception for the Contractor's failure to meet the Authority's participation objective established for this project. **The exception requires that the Contractor provide the Authority with documentation supporting the Contractor's Good Faith Effort to meet the stated objective.** The Authority will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet the Authority's standard for a Good Faith Effort as detailed in this Section 8. The Contractor shall demonstrate, through documentation, that every reasonable effort has been made to achieve the Authority's participation objective. The Contractor shall be responsible for securing proof of the M/WBE certifications for the proposed subcontractors / suppliers and be able to provide copies of the certifications to the Authority's Business Development Office.

Contract, page GS-136 (emphasis added). If MASCI could not meet the stated objectives, MASCI was required to obtain the Authority's prior approval of a revised M/WBE Utilization Summary, as follows:

> Any change in the M/WBE Utilization Summary will require **prior approval** by the Authority's Business Development Director. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised M/WBE Utilization Summary. . . .
>
> The Contractor will not be allowed to perform Work with its forces that have been identified on the Utilization Form to be performed by M/WBE firms. If an M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a **Good Faith Effort** to replace that firm with another M/WBE firm. . . .

Contract, page GS-136 (emphasis added).

Accordingly, MASCI's conduct amounts to a material breach of the Contract. Section 8.1 provides, in part, that:

> The Contractor shall meet or exceed the commitment stated in the Contractor's M/WBE Utilization Summary (page P-6 of the Proposal). Should the Contractor's M/WBE participation fall below the approved level for any reason whatsoever, or should the Contractor substitute or self-perform work identified for an M/WBE subcontractor/supplier **without prior written approval, the Contractor will be considered by the Authority to be in material breach of the Contract.** If found in breach of the Contract, **the Contractor may be suspended from bidding on and/or participating in any further Authority projects for up to one (1) year as provided in Section 15 of the Authority's Equal Opportunity and Business Development Policy.**

Contract, page GS-136 (emphasis added). At the February 3, 2015 meeting, MASCI was given an opportunity to explain the sudden recent reduction in accomplished M/WBE participation on the above-referenced project. The explanations provided at this meeting were found to be unreasonable and unacceptable to the Authority.

MASCI and CFX staff met again on March 5, 2015, to review the issue described above and to give MASCI an opportunity to explain why a one-year suspension from bidding on or participating in Authority projects should not be imposed. Although MASCI was apologetic for its administrative errors and understood that its conduct was a material breach of the terms of the Contract, MASCI also understood that the Contract provided for up to a one-year suspension.

Therefore, please be advised that MASCI has been found to be in material breach of the Contract as set forth above and as provided in Section 15 of the Authority's Equal Opportunity Business Development Policy. Section 8.1 of the Contract allows the Authority to suspend MASCI from bidding on or participating in any further Authority projects for up to one (1) year.

Accordingly, please take notice that Masci General Contractor, Inc., shall be and is hereby suspended from bidding on or participating in any further Authority projects for a period of one (1) year, commencing from the date of approval by the Board.

Sincerely yours,

Joseph A. Berenis
Deputy Executive Director
Engineering, Operations, Construction &
Maintenance

| 417-110<br>Peteco<br>Summary of Certified DBE Payments | | |
|---|---|---|
| Estimate Cut Off | Original Certification | Revised Certification |
| 4/25/2014 | $ - | $ 45,536.62 |
| 5/25/2014 | $ 32,882.50 | $ 76,528.45 |
| 6/25/2014 | $ 81,856.85 | $ 91,262.53 |
| 7/25/2014 | $ 91,537.53 | $ 17,937.50 |
| 8/25/2014 | $ 18,927.50 | $ - |
| 9/25/2014 | $ 745,225.97 | $ - |
| 10/25/2014 | $ 418,129.81 | $ - |
| 11/25/2014 | N/A | $ - |
| 12/25/2014 | N/A | $ - |
| 1/25/2015 | N/A | $ 10,912.50 |
| | $ 1,388,560.16 | $ 242,177.60 |

*A deductive certification for ($1,157,295.06) was submitted with the December 2014 estimate to reconcile the difference in original and revised totals, per CFX procedures*

EXHIBIT "A"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI Estimate DBE Report

CEI: CDM Smith
Project No.: 417-110

Prime Contractor: Masci Corporation
Amount of Bid: $10,109,566.09

Project Start Date: 03/24/14
Project Completion Date: 03/18/15

| Contract Information | | | | | | Amount Paid to M / WBE | | | | | | | | | | To Date | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Period End Date | | | | | | | | | | | | |
| M / WBE | Description of Work | Contract Amount | % of Bid | Actual Amount | Actual % of Bid | 4/25/2014 | 5/25/2014 | 6/25/2014 | 7/25/2014 | 8/25/2014 | 9/25/2014 | 10/25/2014 | 11/25/2014 | 12/25/2014 | 1/25/2015 | To Date | % of DBE Bid Amount | % of Original Contract |
| Peteco | Trucking | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | $0.00 | $32,862.50 | $81,656.85 | $91,537.53 | $18,927.50 | $745,225.97 | $418,129.81 | $0.00 | ($1,157,295.08) | $10,912.50 | $242,177.60 | 12.75% | 2.40% |
| Angco Inc. | Concrete | $111,000.00 | 1.10% | | 0.00% | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | Shoulder Gutter, Slope & Ditch Pvmt. | $38,451.90 | 0.38% | $38,451.90 | 0.38% | $0.00 | $0.00 | $0.00 | $0.00 | $9,990.00 | $0.00 | $1,125.00 | $27,157.41 | $5,222.52 | | $43,484.93 | 2.28% | 0.43% |
| Five Star Dewatering | Dewatering | $8,500.00 | 0.09% | $0.00 | 0.00% | $0.00 | $4,175.00 | $2,375.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | | $6,550.00 | 0.34% | 0.06% |
| | Total Amount | $2,058,951.90 | 20.37% | $1,938,451.90 | 19.17% | $0.00 | $37,057.50 | $84,231.85 | $91,537.53 | $28,917.50 | $745,225.97 | $419,254.81 | $27,157.41 | ($1,152,072.54) | $10,912.50 | $292,222.53 | 14.19% | 2.89% |

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 5/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE | | | % Completed to Date | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Prior Month | This Month | To Date | Bid | Actual |
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $0.00 | $32,882.50 | $32,882.50 | 1.60% | 0.33% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $0.00 | $0.00 | 0.00% | .00% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $0.00 | $4,175.00 | $4,175.00 | 0.20% | 0.04% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $0.00 | $37,057.50 | $37,057.50 | 1.80% | 0.37% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 32,882.50
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking - Asphalt, Dirt

Signed by official of Prime Contractor _____
Masci General Contractor

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 23 day of May , 2014

_____
Notary Public

6/5/15
Commission Expires

DEBORAH WHITE
MY COMMISSION #FF072026
EXPIRES: JUN 05, 2015

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 6/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date: _____

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $32,882.50 | $81,856.85 | $114,739.35 | 5.57% | 1.13% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $0.00 | $0.00 | 0.00% | 0% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $4,175.00 | $2,375.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $37,057.50 | $84,231.85 | $121,289.35 | 5.89% | 1.20% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 81,856.85
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor

Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 24 day of June,2014

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

Notary Public

6/5/15
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 7/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date: _____

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $114,739.35 | $91,537.53 | $206,276.88 | 10.02% | 2.04% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $121,289.35 | $91,537.53 | $212,826.88 | 10.34% | 2.11% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 91,537.53
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor
Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 25 day of July,2014

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

Notary Public

6/5/17
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 8/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $206,276.88 | $18,927.50 | $225,204.38 | 10.94% | 2.23% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $0.00 | $9,990.00 | $9,990.00 | 0.49% | 10% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $212,826.88 | $28,917.50 | $241,744.38 | 11.74% | 2.39% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 18,927.50
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor

Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 25 day of August, 2014

Notary Public

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

6/5/15
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 9/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| **Peteco** | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $225,204.38 | $745,225.97 | $970,430.35 | 47.13% | 9.60% |
| **Angco Inc (Oglesby Contractor - Supplier)** | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| **C & F Hyatt Construction** | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $9,990.00 | $0.00 | $9,990.00 | 0.49% | 10% |
| **Five Star Dewatering** | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.08% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $241,744.38 | $745,225.97 | $986,970.35 | 47.94% | 9.76% |

EXPRESSWAY AUTHORITY

# ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Contractor

received monthly { X } or final { } progress payment of $ 745,225.97
(if no payment is made, indicate "No Payment")

for labor and/or materials used on Project No. 417-110

Description of work performed: Trucking

Signed by official of Prime Contractor
Masci General Contractor Inc

Title Leticia Masci, Vice President

Sworn to and subscribed before me this 25 day of September, 2014

DEBORAH WHITE
MY COMMISSION #FF072626
EXPIRES: JUN 05, 2015

Notary Public

6/5/15
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 10/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $970,430.35 | $418,129.81 | $1,388,560.18 | 67.44% | 13.74% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $9,990.00 | $1,125.00 | $11,115.00 | 0.54% | 0.11% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering. | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $986,970.35 | $419,254.81 | $1,406,225.16 | 68.30% | 13.91% |

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Subcontractor

received monthly ◯ or final ⊗ progress payment of **$418,129.81**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: 11/25/14
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $1,388,560.16 | $0.00 | $1,388,560.16 | 67.44% | 13.74% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $11,115.00 | $27,157.41 | $38,272.41 | 1.86% | 8% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $1,406,225.16 | $27,157.41 | $1,433,382.57 | 69.82% | 14.18% |

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **No Payment**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **26** day of **November, 2014**

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**Deborah White**
Notary Public

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

Central Florida Transport, LLC
P. O. Box 700
Coleman, FL 33521
352-748-3941

**COPY**

17 OCT '14 AM11:36

Date : October 15, 2014

NOTICE OF NONPAYMENT

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Return Receipt #7010 1870 0001 7447 4489

Masci General Contractor, Inc.
5752 S. Ridgewood Avenue
Port Orange, FL 32127
Return Receipt #7010 1870 0001 7447 4496

Florida Surety Bonds, Inc.
620 N. Wymore Road, Suite 200
Maitland, FL 32751
Return Receipt #7010 1870 0001 7447 4502

United Fire & Casualty Company
P. O. Box 73909
Cedar Rapids, IA 52407-3909
Return Receipt #7010 1870 0001 7447 4519

Dear Sirs,

The undersigned hereby notifies you that they have furninshed the hauling of materials for the improvements of the real property identified by the following legal desription - Project #417-110 SR 417 Widening from Curry Ford Road to Lake Underhill Road. Bond #54-197499.
The amount ***now due*** and ***unpaid*** is $ 170,039.28.

Sincerely,

Shari W. Bare

Shari W. Bare
Central Florida Transport, LLC

eak
**E-MAILED**
J. Gibson 10/17/14
cc: K. Murphy

**EXHIBIT "B"**

# MASCI GENERAL CONTRACTOR, INC.

## GENERAL CONTRACTORS

5752 S. Ridgewood Ave., Port Orange, FL 32127
Tel. (386) 322-4500: FAX (386) 322-4600
Estimators Fax: (386) 322-4543

LETTER OF TRANSMITTAL

DATE: 10/24/2014

Email ___ Hand Delivered Mailed

TO: CDM Smith
585 Paradi Lane
Orlando, FL 32825

Project; 13-014
SR 417
Widening Curry Ford Road
Lake Underhill
Project # 417-110

Letter Trans No: 41

Attn.: Kimberly Murphy / Jon Gibson

WE ARE TRANSMITTING THE FOLLOWING:

| | | | | | |
|---|---|---|---|---|---|
| [X] | ATTACHED | [ ] | UNDER SEPARATE COVER VIA _____ | | |
| [ ] | TRACINGS | [ ] | SPECIFICATIONS | [ ] | PRINTS |
| [ ] | SHOP DRAWINGS | [ ] | COPY OF LETTER | [ ] | SAMPLE |

| COPIES | DATE | DESCRIPTION |
|---|---|---|
| 1 | 10/24/2014 | Masci - Cert Disbursement of Pervious Periodic Payment to Subcontractor |
| | | DBE Payment Certs. |
| | | Monthly DBE Status Report |
| | | |
| | | |
| | | |
| | | |
| | | |
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| | | | |
|---|---|---|---|
| [ ] | FOR YOUR USE | [ ] | APPROVED AS SUBMITTED |
| [X] | FOR REVIEW AND COMMENT | [ ] | APPROVED AS NOTED |
| [ ] | AS REQUESTED | [ ] | NOT APPROVED - RESUBMIT |
| [X] | APPROVAL REQUESTED | [ ] | SIGN FOR APPROVAL AND RETURN |

**REMARKS:**

Copy

SIGNED: Deborah White
Administrative Assistant

IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US AT ONCE.

EXHIBIT "C"

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**

**CERTIFICATION**

**DISBURSEMENT OF PREVIOUS PERIODIC PAYMENT TO SUBCONTRACTORS**

**(As required by Florida Transportation Code, Section 337.11, Subsection (11)(a), F.S.)**

DATE 10/25/14

PROJECT NO. 417-110

CONTRACT NO. 000987

TO RELEASE MONTHLY PAYMENT FOR: October

Masci General Contractor, Inc , prime contractor

for the above referenced contract, hereby certifies that all subcontractors, except for those noted below, having interest in this contract have received their pro rata share of all previous periodic payments made to date by the Central Florida Expressway Authority ("Authority") for all work, materials and equipment furnished under the contract. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Authority and work done under equipment-rental agreements.

EXCEPTION:

The following subcontractors have not been paid and a copy of the notification sent to each, explaining the good cause why payment has not been made, is attached to this form:

| | |
|---|---|
| Subcontractor Name | Subcontractor Name |
| Street Address | Street Address |
| City, State, Zip | City, State, Zip |

Masci General Contractor, Inc

Contractor

By

Leticia Masci, Vice President

Title

Instructions:

1. Submit this certification to the Project Engineer.
2. Attach copy of the notification good cause sent to each applicable subcontractor.
3. A separate certification is required for each contract.
4. To avoid delay in payment, certification must reach the Project Engineer no later than the first working day before the monthly estimate cutoff date (generally the 25th of the month).
5. To be signed by principal of firm or someone with the delegated authority.
6. Any invoice which is in dispute and remains unpaid must be noted by an attached letter providing details.

Peteco
SR 417

| Item NO | Qty | Unit | unit Price | Amount | 8/25/2014 Pay Req Billed Qty | Unit | unit Price | Total Peteco | 9/25/2014 Pay Req Bill | Unit | unit Price | Total Peteco |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 101-1 | 1 | LS | $ 40,000.00 | $ 40,000.00 | 0.75 | LS | $ 40,000.00 | $ 30,000.00 | 1 | LS | $ 40,000.00 | $ 40,000.00 |
| 102-1 | 1 | LS | $ 82,500.00 | $ 82,500.00 | 0.6 | LS | $ 82,500.00 | $ 49,500.00 | 0.7 | LS | $ 82,500.00 | $ 57,750.00 |
| 110-1-1 | 1 | LS | $ 74,216.87 | $ 74,216.87 | 0.55 | LS | $ 74,216.87 | $ 40,819.28 | 0.6 | LS | $ 74,216.87 | $ 44,530.12 |
| 110-3 | 1 | LS | $ 5,000.00 | $ 5,000.00 | 0.4 | LS | $ 5,000.00 | $ 2,000.00 | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| 110-4 | 1 | LS | $ 5,000.00 | $ 5,000.00 | 1 | LS | $ 5,000.00 | $ 5,000.00 | 1 | LS | $ 5,000.00 | $ 5,000.00 |
| 110-20-2 | 1 | LS | $ 2,000.00 | $ 2,000.00 | 1 | LS | $ 2,000.00 | $ 2,000.00 | 1 | LS | $ 2,000.00 | $ 2,000.00 |
| 120-1 | 41107 | CY | $ 5.50 | $ 226,088.50 | 25350 | CY | $ 5.50 | $ 139,425.00 | 28150 | CY | $ 5.50 | $ 154,825.00 |
| 120-6 | 50555 | CY | $ 7.00 | $ 353,885.00 | 27205 | CY | $ 7.00 | $ 190,435.00 | 34123 | CY | $ 7.00 | $ 238,861.00 |
| 160-4 | 36716 | SY | $ 3.40 | $ 124,834.40 | 32418.3 | SY | $ 3.40 | $ 110,222.22 | 32418.3 | SY | $ 3.40 | $ 110,222.22 |
| 285-704 | 19787 | SY | $ 4.46 | $ 88,250.02 | | SY | $ 4.46 | $ - | 17527.9 | SY | $ 4.46 | $ 78,174.43 |
| 285-711 | 23418 | SY | $ 8.92 | $ 208,888.56 | 10789.75 | SY | $ 8.92 | $ 96,244.57 | 21478.92 | SY | $ 8.92 | $ 191,591.97 |
| 327-70-1 | 16928 | SY | $ 1.37 | $ 23,191.36 | | SY | $ 1.37 | $ - | | SY | $ 1.37 | $ - |
| 327-70-2 | 14263 | SY | $ 1.37 | $ 19,540.31 | 14263 | SY | $ 1.37 | $ 19,540.31 | 14263 | SY | $ 1.37 | $ 19,540.31 |
| 327-70-4 | 2099 | SY | $ 1.37 | $ 2,875.63 | 2099 | SY | $ 1.37 | $ 2,875.63 | 2099 | SY | $ 1.37 | $ 2,875.63 |
| 327-70-7 | 1477 | SY | $ 1.37 | $ 2,023.49 | 1477 | SY | $ 1.37 | $ 2,023.49 | 1477 | SY | $ 1.37 | $ 2,023.49 |
| 327-70-8 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 |
| 327-70-11 | 12094 | SY | $ 1.37 | $ 16,568.78 | 1203.15 | SY | $ 1.37 | $ 1,648.32 | 1203.15 | SY | $ 1.37 | $ 1,648.32 |
| 327-70-12 | 267 | SY | $ 1.37 | $ 365.79 | 267 | SY | $ 1.37 | $ 365.79 | 267 | SY | $ 1.37 | $ 365.79 |
| 327-70-13 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 | 589 | SY | $ 1.37 | $ 806.93 |
| 327-70-15 | 844 | SY | $ 1.37 | $ 1,156.28 | 844 | SY | $ 1.37 | $ 1,156.28 | 844 | SY | $ 1.37 | $ 1,156.28 |
| 327-70-17 | 7908 | SY | $ 1.37 | $ 10,833.96 | 7908 | SY | $ 1.37 | $ 10,833.96 | 7908 | SY | $ 1.37 | $ 10,833.96 |
| 327-70-19 | 7477 | SY | $ 1.37 | $ 10,243.49 | | SY | $ 1.37 | $ - | | SY | $ 1.37 | $ - |
| 327-70-20 | 10988 | SY | $ 1.37 | $ 15,053.56 | 12066.3 | SY | $ 1.37 | $ 16,530.83 | 12068.3 | SY | $ 1.37 | $ 16,533.57 |
| 327-70-22 | 1283 | sy | $ 1.37 | $ 1,757.71 | 1283 | sy | $ 1.37 | $ 1,757.71 | 1283 | sy | $ 1.37 | $ 1,757.71 |
| 327-70-26 | 994 | sy | $ 1.37 | $ 1,361.78 | 994 | sy | $ 1.37 | $ 1,361.78 | 994 | sy | $ 1.37 | $ 1,361.78 |
| 334-1-12 | 3404.9 | tn | $ 23.50 | $ 80,015.15 | | tn | $ 23.50 | $ - | 1369 | tn | $ 23.50 | $ 32,171.50 |
| 334-1-13 | 178.1 | tn | $ 23.50 | $ 4,185.35 | | tn | $ 23.50 | $ - | | tn | $ 23.50 | $ - |
| 334-1-14 | 8332.5 | tn | $ 23.50 | $ 195,813.75 | 10301.12 | tn | $ 23.50 | $ 242,076.32 | 13393.92 | tn | $ 23.50 | $ 314,757.12 |
| 334-1-24 | 8923.8 | tn | $ 23.50 | $ 209,709.30 | | tn | $ 23.50 | $ - | 1712.94 | tn | $ 23.50 | $ 40,254.09 |
| 337-7-22 | 3083.5 | tn | $ 23.50 | $ 72,462.25 | | tn | $ 23.50 | $ - | | tn | $ 23.50 | $ - |
| 339-1 | 875.1 | tn | $ 23.50 | $ 20,564.85 | | tn | $ 23.50 | $ - | 583.49 | tn | $ 23.50 | $ 13,712.02 |
| | | | | $ 1,900,000.00 | | | | $ 967,430.35 | | | | $ 1,388,560.16 |
| | | | | | Peteco Rental Trucks 7/25 | | | $ 222,204.38 | Peteco Rental Trucks 7/25 | | | $ 18,842.45 |
| | | | | | Peteco Invoicing 8/25 | | | $ 745,225.97 | Peteco Invoicing 8/25 | | | $ 1,369,717.71 |
| | | | | | | | | | | | 9/25 | $ 399,287.36 |

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**

DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **$418,129.81**

If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor _____

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

_____

**Deborah White**

Notary Public

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**06/5/15**

Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Five Star Dewatering Inc**
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **No Payment**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Wellpoints - No Work**

Signed by official of Prime Contractor _____

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

_____
**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072825
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Angoc Inc**
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **No Payment**
If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **no work**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **24** day of **October, 2014**

**Deborah White**
Notary Public

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that C & F Hyatt Constuction
DBE Subcontractor

received monthly ◯ or final ◉ progress payment of $1,125.00
If no payment this period, indicate "No Payment"

for work this period on Project No.: 417-110

Description of work completed: Concrete Work

Signed by official of Prime Contractor _____

Name / Title Leticia Masci

Sworn to and subscribed before me this 24 day of October, 2014

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

Deborah White
Notary Public

06/5/15
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: ~~November 25, 2014~~ December
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $1,388,560.16 | ($1,157,295.06) | $231,265.10 | 11.23% | 2.29% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $38,272.41 | $5,222.52 | $43,494.93 | 2.11% | 0.43% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $1,433,382.57 | ($1,152,072.54) | $281,310.03 | 13.66% | 2.78% |

EXHIBIT "D"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

# DBE Payment Certification

This is to certify that **Peteco Inc**

DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **(1,157,295.06)**

If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **23** day of **December, 2014**

DEBORAH WHITE
MY COMMISSION #FF072826
EXPIRES: JUN 05, 2015

**Deborah White**
Notary Public

**06/5/15**
Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

MONTHLY DBE STATUS REPORT

CEI: C D M Smith
Project No.: 417-110

For Period Ending: ~~December 25, 2014~~ January
Prime Contractor: Masci General Contractor Inc
Amount of Bid: $10,109,586.09

Project Start Date: 03/24/14
Project Completion Date:

| M / WBE | Amount of Bid M / WBE Contract Amount | M/WBE % of Bid | Actual M / WBE Contract Amount | M/WBE % of Bid | Description of Work | Amount Paid to M / WBE Prior Month | This Month | To Date | % Completed to Date Bid | Actual |
|---|---|---|---|---|---|---|---|---|---|---|
| Peteco | $1,900,000.00 | 18.79% | $1,900,000.00 | 18.79% | Trucking | $231,265.10 | $10,912.50 | $242,177.60 | 11.76% | 2.40% |
| Angco Inc (Oglesby Contractor - Supplier) | $111,000.00 | 1.10% | $111,000.00 | 1.10% | Striping | $0.00 | $0.00 | $0.00 | 0.00% | 0.00% |
| C & F Hyatt Construction | $38,451.90 | 0.38% | $38,451.90 | 0.38% | Concrete Work | $43,494.93 | $0.00 | $43,494.93 | 2.11% | 0.43% |
| Five Star Dewatering | $9,500.00 | 0.09% | $9,500.00 | 0.09% | Dewatering | $6,550.00 | $0.00 | $6,550.00 | 0.32% | 0.06% |
| | $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% | | $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% | 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 | 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 | 0.00% | 0.00% |
| | | | | | | | | | | |
| Total Amount | $2,058,951.90 | 20.37% | $2,058,951.90 | 20.37% | | $281,310.03 | $10,912.50 | $292,222.53 | 14.19% | 2.89% |

EXHIBIT "E"

# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

## DBE Payment Certification

This is to certify that **Peteco Inc**

DBE Subcontractor

received monthly ◯ or final ◉ progress payment of **10,912.50**

If no payment this period, indicate "No Payment"

for work this period on Project No.: **417-110**

Description of work completed: **Trucking**

Signed by official of Prime Contractor _____

Name / Title **Leticia Masci**

Sworn to and subscribed before me this **23** day of **January, 2015**

_____

**Deborah White**

Notary Public

DEBORAH WHITE
MY COMMISSION #FF072828
EXPIRES: JUN 05, 2015

**06/5/15**

Commission Expires

This form must be submitted by the Prime Contractor to the Resident Engineer by the 25th of each month after the DBE subcontractor starts work whether payment is made or not.

Based on the approved M/WBE Utilization form

# EXHIBIT "C"

# MASCI GENERAL CONTRACTOR, INC.

## GENERAL CONTRACTORS

**5752 S. Ridgewood Ave., Port Orange, FL 32127**
**Tel. (386) 322-4500: FAX (386) 322-4600**
**Estimators Fax: (386) 322-4543**

April 3, 2015

Mr. Joseph A. Berenis
Deputy Executive Directive
Central Florida Expressway Authority
4974 Orl Tower Rd
Orlando, FL 32807

RE: OOCEA Project No.: 417-110

Dear Mr. Berenis,

We received the memorandum that was written to the Central Florida Expressway Authority Board in regards to Masci's proposed one year suspension. First of all, we want to apologize to the Expressway Authority for our administrative errors regarding paperwork that was submitted incorrectly.

Furthermore, we have met with your staff on two occasions to discuss the issues at hand. At the first meeting, we submitted a package showing documentation of Good Faith Efforts to solicit additional DBE's to increase our participation percentage. Along with the Good Faith Efforts documentation, we also solicited additional M/WBE companies that resulted in adding eight DBE subcontracts other than Peteco which increased the dollar amount by $239,215.23 to the Participation Objective.

We support and appreciate the M/WBE program. We recently received a letter from FDOT thanking us for our conscientious efforts during the 2013-2014 fiscal for our use of DBEs on department funded projects resulting in a grade of A+. We were also an Orange County MBE from 1997 to 2006. (please see the attached documents)

We have worked very hard to obtain a position where we can bid projects like this for the CFX. We completely respect the contract and what it states. We feel that it would be a shame for a previously certified minority company to be disqualified for not meeting the minority participation.

Although the contract does state" *the Contractor **may** be suspended from bidding on and/or participating in any further Authority projects for up to one (1) year as provided in Section 15 of the Authority 's Equal Opportunity and Business Development Policy.*" The use of the word "may" indicates that at the Authority's discretion, a suspension could be waived. We are asking for the Board to not impose a suspension on Masci General Contractor, Inc. for the one year period.

Sincerely,

Leonel A. Masci P.E.
President

FDOT

*Florida Department of Transportation*

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

January 5, 2015

Leonel Masci, President
Masci General Contractors, Inc.
5752 S. Ridgewood Ave.
Port Orange, FL 32127

Dear Mr. Masci:

I want to thank you personally for your conscientious efforts during the 2013-2014 federal fiscal year to use Disadvantaged Business Enterprises (DBEs) on Department of Transportation funded projects. The State of Florida achieved 10.69% exceeding the 8.60% DBE goal established for the 2013-2014 federal fiscal year.

Your company was instrumental in the achievement of the state's goal. **The actual percentage reported for your company is 11.20% on 10 project(s). This results in a DBE utilization grade of A+.**

Your efforts are commendable and show a commitment to being a supportive partner in our efforts to ensure minority and female owned firms have the opportunity to obtain work on transportation projects in Florida. I encourage you to continue with these efforts that not only strengthen the overall economy of the State, but also strengthen the transportation industry.

If the Department can provide you with any assistance in the DBE Program, please contact Art Wright, Manager Equal Opportunity Office at (850) 414-4749 or arthur.wright@dot.state.fl.us. Also, you can visit the EOO website at www.dot.state.fl.us/equalopportunityoffice/ to view the 2013-2014 federal fiscal year grading scale and reporting criterion.

Thank you again.

Sincerely,

Jim Boxold
Secretary

Appreciate The support!

JB:aw

cc: Bob Burleson

ORANGE COUNTY GOVERNMENT FLORIDA

# Business Development Department

This is to verify that MASCI CONSTRUCTION, INC.

has been certified by Orange County, Florida

a MINORITY BUSINESS ENTERPRISE,

for the period JUNE 19, 1997 to JUNE 30, 1999

Approved Line(s) of Business:

ROAD CONSTRUCTION CONTRACTORS, ROAD WORK, DRAINAGE, SEWER & WATER, PAVING & BRIDGE REPAIRS, CONCRETE MASONRY CONTRACTORS

This the 19TH day of JUNE, 19 97

Manager, Business Development Department

ORANGE COUNTY GOVERNMENT FLORIDA

# Business Development Division

*This is to verify that* MASCI CONSTRUCTION, INC.

*has been certified by Orange County, Florida*

*a* MINORITY BUSINESS ENTERPRISE,

*for the period* JUNE 1, 1999 *to* JUNE 30, 2001

*Approved Line(s) of Business:*

ROAD CONSTRUCTION CONTRACTORS, ROAD WORK, DRAINAGE, SEWER & WATER, PAVING & BRIDGE REPAIRS, CONCRETE MASONRY CONTRACTORS

*This the* 1ST *day of* JUNE, *19* 99

Fitzhugh Long

*Manager, Business Development Division*

ORANGE COUNTY GOVERNMENT FLORIDA

# Business Development Division

This is to verify that MASCI CONSTRUCTION, INC.

has been certified by Orange County, Florida

a MINORITY BUSINESS ENTERPRISE,

for the period JUNE 30, 2001 to JUNE 30, 2003

Approved Line(s) of Business:

ROAD CONSTRUCTION CONTRACTORS, ROAD WORK, DRAINAGE, SEWER & WATER, PAVING & BRIDGE REPAIRS, CONCRETE MASONRY CONTRACTORS

This the 10TH day of AUGUST, 20 01

Manager, Business Development Division

ORANGE COUNTY GOVERNMENT
FLORIDA

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7317
businessdevelopment@ocfl.net

# MASCI CORPORATION

Has Been Certified As A

## MINORITY BUSINESS ENTERPRISE

Approved Lines Of Business:

UNDERGROUND AND EXCAVATION CONSTRUCTION

This certificate is valid:

MAY 2004 through MAY 2006

Manager, Business Development Division
June 30, 2004

Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JOSÉ ABREU
SECRETARY

October 28, 2004

Mr. Leonel A. Masci
Masci Construction, Inc.
5752 S. Ridgewood Ave.
Harbor Oaks, Florida 32127

**RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL**

Dear Mr. Masci:

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:
**Masci Construction, Inc.**
has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please call Mr. Aldric Borders at (850) 414-4744.

Sincerely,

Aldric Borders
Assistant Manager
Equal Opportunity Office

AB/clg

**AFFIRMATIVE ACTION PLAN EXPIRATION: November 22, 2007**