MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
September 10, 2015
Location: CFX Boardroom

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
Mayor Teresa Jacobs, Orange County
Jay Madara, Gubernatorial Appointment

Board Members Participating by Phone:
S. Michael Scheeringa, Gubernatorial Appointment

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

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

CALL TO ORDER

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

Chairman Cadwell welcomed Ms. Andria Herr, who was appointed to the Board by Governor Scott on September 4. Since Ms. Herr is a very recent appointee, she has not had an opportunity to file her qualifying papers with the Department of State, therefore, she will refrain from participating at today's meeting.

PUBLIC COMMENT

Vanessa Pinkney and Emmett O'Dell of the OBT Development Board addressed the Board regarding roadway improvements on Orange Blossom Trail. They requested that CFX partner with them on the SR 408/OBT Interchange.

APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Commissioner Carey to approve the August 13, 2015 Board Meeting Minutes and August 13, 2015 Workshop Minutes as presented. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

APPROVAL OF CONSENT AGENDA

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

CONSTRUCTION & MAINTENANCE

1. Approval for contract renewal with Southern Aquatic Management, Inc. for Aquatic Vegetation Control – Contract No. 001003 (Agreement Amount: $209,719.47)

2. Approval of Supplemental Agreement No. 1 with A^2 Group, Inc. for CEI Services for SR 417/Boggy Creek Road Interchange Improvements – Project No. 417-301 (Supplemental Agreement Amount: $474,327.15)

3. Approval to award contract to Traffic Control Devices, Inc. for SR 417/Landstar Boulevard Traffic Signal Improvements – Contract No. 001102 (Agreement Amount: $395,231)

4. Authorization to execute Construction Contract Modifications on the following contracts:

a)	Contract No. 599-519	Advanced Cabling Solutions Inc.	($38,559.76)
b)	Contract No. 429-621	United Signs & Signals, Inc.	($70,339.97)
c)	Contract No 429-305	Southland Construction, Inc.	($432,235.53)
d)	Contract No. 417-301C	SEMA Construction	$645,287.71
e)	Contract No. 528-405	Southland Construction, Inc.	$184,344.33
f)	Contract No. 417-110	Masci General Contractor, Inc.	$23,332.87

ENGINEERING

5. Authorization to reimburse Duke Energy for relocation costs of overhead transmission lines on Plymouth Sorrento Road (Cost not-to-exceed $1,645,851.97)

6. Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line – Contract No. 001153

7. Approval of Supplemental Agreement No. 3 with DRMP, Inc. for Design Consultant Services for Wekiva Parkway from Lake County Line to SR 46 – Project No. 429-206 (Supplemental Agreement Amount: Not-to-Exceed $399,467.38)

8. Approval of contract renewal with WBQ Design and Engineering, Inc. for Miscellaneous Design Consultant Services – Contract No. 000817 (Agreement Amount: Not-to-Exceed $750,000)

9. Approval of contract renewal with The Balmoral Group, LLC for Miscellaneous Design Consultant Services – Contract No. 000819 (Agreement Amount: Not-to-Exceed $750,000)

EXPRESSWAY OPERATIONS

10. Approval of Purchase Order to Temple, Inc. for CyberLock ITS Cabinet and Network Security Protection System (P.O. Amount: $140,090.85)

11. Approval to award contract to Schneider Electric Mobility, NA, Inc. for Maintenance of ITS Infrastructure – Contract No. 001113 (Agreement Amount: $2,243,699.54)

12. Approval of Purchase Order to Carousel Industries for Switches for Local Area Network Communications and Support (P.O. Amount: 295,805.03)

13. Approval of Purchase Order for Traffic & Parking Control Co. Inc. for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment (Purchase Order Amount: $447,000)

FINANCE & ACCOUNTING

14. Approval of Insurance Proposal with FMIT (Insurance Premium: Not-to-Exceed $145,000)

15. Approval of Amendment and Restatement of Existing Private Placement Credit Facilities between the Authority and Wells Fargo Bank, N.A. with respect to the Authority's Variable Rate Refunding Revenue Bonds, Subseries 2008B-3 and 2008B-4 Bonds and authorization for the Chairman, Executive Director, Chief Financial Officer and Assistant Secretary to sign any and all documents and certificates in connection therewith

INFORMATION TECHNOLOGY

16. Approval of Purchase Order to Oracle for Software Update Licenses and Support (P.O. Amount: $59,323.38)

INTERNAL AUDIT

17. Approval of Supplemental Agreement No. 1 with Protiviti, Inc. for Internal Audit Services – Contract No. 000931 (Supplemental Agreement Amount: $137,000)

LEGAL

18. Approval of settlement with Korus Orchid Corporation for the acquisition of Parcel 120 Parts A & B for the construction of the Wekiva Parkway Project 429-202 (Settlement Amount: $3,963,125)

19. Approval of settlement with Prineet D. Sharma, Esq., as Attorney Ad Litem for the Unknown Heirs and Beneficiaries of Harvey D. Hood for the acquisition of Parcel 193 for the construction of the Wekiva Parkway Project 429-203 (Settlement Amount: $12,985)

20. Approval of settlement with Vickie Davis d/b/a Bay Hills Equestrian Center for the acquisition of Parcel 197 for the construction of the Wekiva Parkway (Settlement Amount: $85,000)

21. Adoption of Amended Resolution No. 2015-327 for the acquisition of Parcel 330/730/731 for the construction of the Wekiva Parkway Project 429-206

22. Approval to serve Offers of Judgment for Parcel 209 (William H. Kelly, Sr. and Dorothy B. Kelly) and Parcel 221 (William H. Kelly, Sr., Trustee), Wekiva Parkway Project 429-203 (Offer of Judgment Amounts: Parcel 209: $23,000/Parcel 221 $1,004,000)

TOLL OPERATIONS

23. Approval of changes to Violation Business Rules

24. Approval of Supplemental Agreement No. 15-02 with Florida Toll Services for Toll Facilities Operations and Management Services – Contract No. 000154 (Supplemental Agreement Amount: $3,444,132)

Commissioner Carey requested that item #6 be pulled for separate discussion. That item was discussed and approved under the Regular Agenda items.

A motion was made by Commissioner Carey and seconded by Mayor Jacobs to approve the Consent Agenda with the exception of item #6. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

CHAIRMAN'S REPORT

1) Chairman Cadwell expressed his thanks to Walter Ketcham for his many years of dedicated service on the OOCEA and CFX Boards.

2) Chairman Cadwell reported that an open house will be held for Section 2 of the Wekiva Parkway on September 24 from 5:00 to 7:00 p.m.
3) The Chairman thanked Sandy Minkoff for his service on the Right of Way Committee. Mr. Minkoff is retiring next month.

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for July (the first month of our fiscal year) were $29,972,284 which is 6.91% above projections and 10.7% above prior year. The Authority's total revenues were $31.6 million for the month.

Total OM&A expenses were $2.2 million for the month, which is 8.6% under budget.

After debt service the total net revenue was $17.6 million for the month.

EXECUTIVE DIRECTOR'S REPORT

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

In addition, she highlighted an issue regarding the call center wait times. In July the average wait time for the call center exceeded 5 minutes due to Xerox call center staff taking leave during the last month of their contract with CFX while the transponder swap program was in full swing. She presented a full synopsis of the issue with a corrective action plan. Some of the Board members commented on this issue.

Mayor Dyer mentioned a presentation that was made at the Metroplan meeting yesterday regarding the public's attitude toward public transportation. He suggested that the CFX Board be provided with the information as it may be helpful as we move forward with our Master Plan process.

REGULAR AGENDA ITEMS

The following item was carried over from the Consent Agenda.

CONSENT AGENDA ITEM #6 - Authorization to advertise for Letters of Interest for Design Consultant Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line – Contract No. 001153

Commissioner Carey reported that the Turnpike Enterprise is moving forward with design of their express lanes on SR 417 from SR 434 to the University Interchange. With the I-4 Ultimate Project going on at the same time, she suggested that CFX's SR 417 widening project be expedited. She proposed that CFX meet

with the Turnpike Enterprise to coordinate the projects so that the traveling public is the least inconvenienced.

A motion was made by Commissioner Carey and seconded by Mayor Dyer to approve Consent Agenda item #6, with the stipulation that the advertisement be delayed to allow for discussions with the Turnpike Enterprise regarding project timing. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

1. METROPLAN'S REGIONAL TRANSPORTATION PLANNING PROCESS

Harry Barley, Executive Director of Metroplan Orlando, gave a presentation on the Regional Transportation Planning Process.

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

2. LEGAL DEPARTMENT PRESENTATION

General Counsel Joseph Passiatore gave a presentation on the Legal Department. The presentation included information on legal staff, special right-of-way counsels, bond counsel and 2016 priorities.

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

3. PROCUREMENT DEPARTMENT PRESENTATION

Director of Procurement Claude Miller gave a presentation on the Procurement Department. The presentation included information on department mission, department team, purchase levels, primary solicitation processes, and FY 14-15 solicitations & contracts.

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

4. INTERNAL AUDIT UPDATE

Phil Fretwell, Managing Director of Protiviti, requested Board acceptance of three reports that have been reviewed and approved by the Audit Committee. Mr. Fretwell went over the observations and recommendations in each report (reports attached as Exhibit "C").

1. Ethics Policy Compliance Review
2. 2013 COSO Governance Review
3. FY 2016 Internal Audit Plan and Internal Audit Charter

Regarding the Ethics Policy Compliance Review, Mayor Jacobs proposed having lobbyist registration at CFX rather than Orange County and the City of Orlando. The thought is that groups that lobby those entities may not be the same ones that lobby CFX. Mayor Jacobs requested that staff look into that and come back with a recommendation.

Mr. Madara pointed out that the CFX Committees have no direct representation from the gubernatorial appointees and he suggested that we make a change in the committee structure. There was discussion amongst the Board members. Chairman Cadwell offered to work with Mr. Passiatore on suggested language to amend the committee structure to allow for representation from the gubernatorial appointees on all four committees and to bring back their recommendations to the Board. By consensus, the Board members were in agreement.

A motion was made by Commissioner Boyd and seconded by Mr. Madara to accept the Ethics Policy Compliance Review, 2013 COSO Governance Review and FY 2016 Internal Audit Plan/Internal Audit Charter as presented. The motion carried with six (6) members voting AYE by voice vote; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

5. VISION AND MISSION STATEMENT PRESENTATION

At the August 13 Board Workshop, the CFX Board participated in a Visioning Workshop facilitated by Gert Garman of the Valencia College Collaborative Design Center. Board members discussed the informed clues garnered from surveys, speaking engagements, interviews and meetings with the Board, customers, employees and constituents. Out of the workshop discussion came themes and phrases that best describe CFX's aspirations for the next 50 years.

Michelle Maikisch, Chief of Staff/Chief of Public Affairs, presented the following vision statement that incorporates the keywords and phrases into one succinct statement:

> *To provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.*

Ms. Maikisch presented a mission statement that reflects CFX's practices, capabilities and services. The Board members suggested that the words "operate and maintain" be added to express the full function of the Authority.

> *To build, operate and maintain a mobility network through accountability, fiscally sound practices and a community focus.*

(Commissioner Hawkins left the meeting during this presentation.)

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to adopt the Mission Statement as presented and Vision Statement as amended. The motion carried with five (5) members voting AYE by voice vote; Commissioner Hawkins was not present; Mr. Scheeringa voted AYE by phone and Ms. Herr did not vote.

BOARD MEMBER COMMENT

There were no comments from the public.

ADJOURNMENT

The Chairman adjourned the meeting at 10:30 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on Oct. 8, , 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
September 10, 2015
9:00 a.m.
Meeting location: CFX Boardroom
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

C. APPROVAL OF MINUTES (Action Item)
1. August 13, 2015 Board Meeting
2. August 13, 2015 Board Workshop

D. APPROVAL OF CONSENT AGENDA (Action Item)

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

F. REGULAR AGENDA ITEMS

1. **METROPLAN'S REGIONAL TRANSPORTATION PLANNING PROCESS** – *Harry Barley, Metroplan Orlando* **(Info. Item)**

2. **LEGAL DEPARTMENT PRESENTATION** – *Joseph Passiatore, General Counsel* **(Info. Item)**

3. **PROCUREMENT DEPARTMENT PRESENTATION** – *Lisa Lumbard, Chief Financial Officer* and *Claude Miller, Director of Procurement* **(Info. Item)**

4. **INTERNAL AUDIT UPDATE** – *Phil Fretwell, Protiviti, Inc.* **(Action Item)**
   a. Acceptance of Ethics Policy Compliance Review
   b. Acceptance of 2013 COSO Governance Review
   c. Acceptance of FY 2016 Internal Audit Plan and Internal Audit Charter

5. **VISION AND MISSION STATEMENT PRESENTATION** – *Michelle Maikisch – Chief of Staff/Public Affairs Officer* **(Action Item)**

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

EXHIBIT “A”

CONSENT AGENDA
September 10, 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: August 25, 2015

RE: Renewal of Contract No. 001003 with
Southern Aquatic Management, Inc. for
Aquatic Vegetation Control

Board approval is requested for the second renewal of the referenced contract with Southern Aquatic Management, Inc., for a one year period, beginning October 7, 2015, in the amount of $209,719.47. Work under this contract includes application of aquatic herbicide to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408, S.R. 417, S.R. 528, S.R. 429, and S.R. 414.

The number of ponds being maintained has increased from 171 to 187 during the current renewal period and the additional maintenance cost is included in the price sheet for the next renewal.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of September, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the second renewal of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a second renewal of said Original Agreement beginning the 7th day of October, 2015, and ending the 6th day of October, 2016, at the cost of $209,719.47, 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 First Renewal Agreement ending October 6, 2015, the Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Contract ending October 6, 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 modified by 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.

SOUTHERN AQUATIC MANAGEMENT, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

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

Exhibit A

** Price Sheet for Renewal No. 2 **

AQUATIC VEGETATION CONTROL - CFX CONTRACT NO. 001003

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)	TOTAL COST
1	8	CYC	AQUATIC HERBICIDE APPLICATION - EMERGED AND FLOATING VEGETATION (SR 408, SR 429, SR 528, SR 417, SR414)	$7,711.44	$61,691.52
2	3	CYC	AQUATIC HERBICIDE APPLICATION - SUBMERGED VEGETATION CONTROL	$18,892.65	$56,677.95
3	500	EA	TRIPLOID GRASS CARP	$8.50	$4,250.00
4	30	EA	OUTFLOW STRUCTURE BARRIER	$150.00	$4,500.00
5	N/A	N/A	WORK ORDER ALLOWANCE	N/A	$82,600.00
			TOTAL BID		**$209,719.47**

Below is a list of two (2) items that may be purchased under the work order allowance and are being included to establish unit prices for said items during the term of the Agreement. The Authority reserves the right to purchase the below items from other contractors if deemed in the Authority's best interest.

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)
6	1	ACRE	TOTAL POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	$225.00
7	1	ACRE	EDGE OF POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	$225.00

408 · CLARK RD

0.33 AC
550 LF

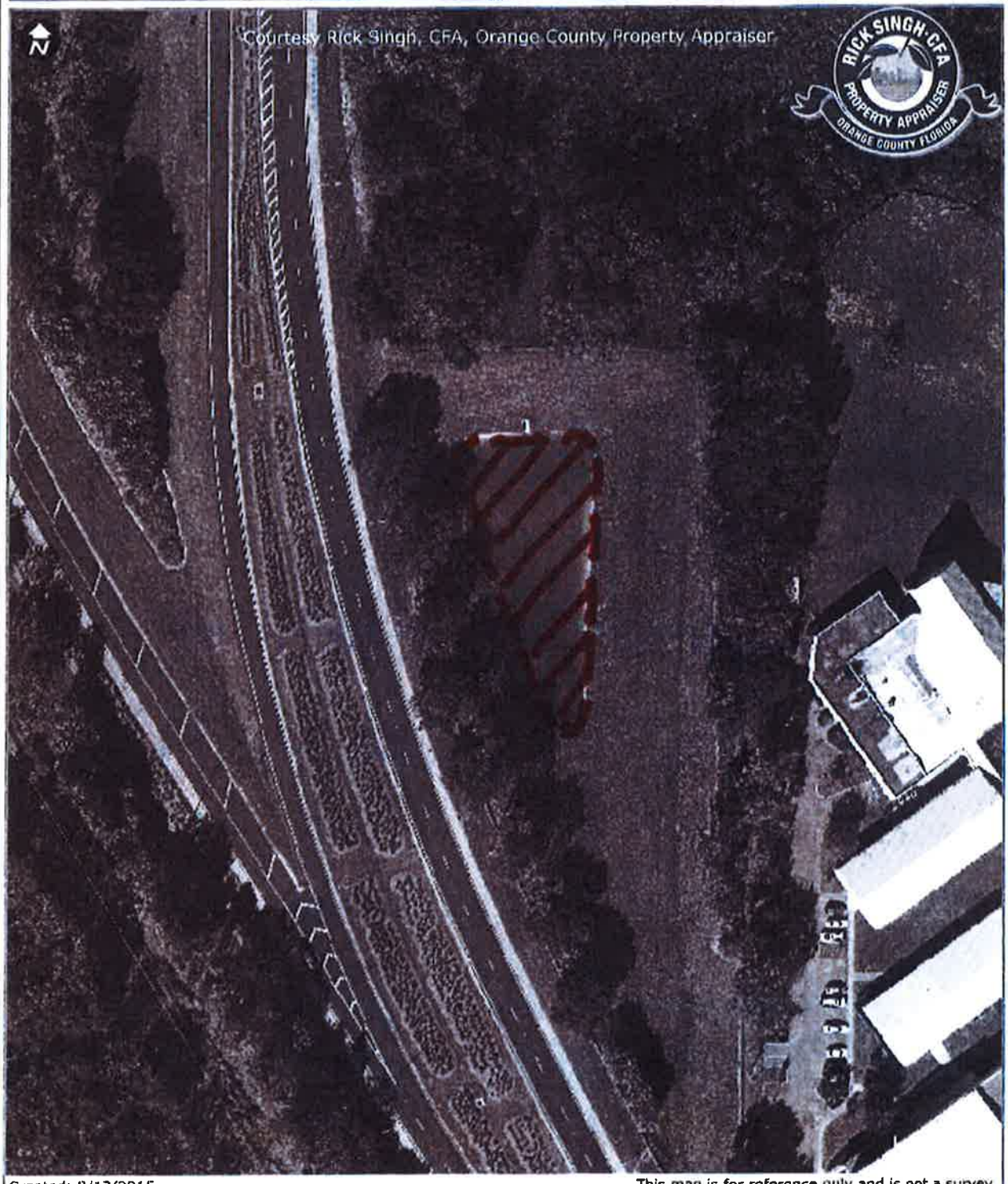
7·2014

OCPA Web Map | Major Roads | Proposed Road | Residential | Commercial/ Industrial/ Vacant Land | Parks | 6 Lot Number

Florida Turnpike | Public Roads | Brick Road | Agriculture | Agricultural Curtilage | Lakes and Rivers | 06060 Parcel Number

Interstate 4 | Gated Roads | Block Line | Commercial/ Institutional | Hydro | Building | 3106 Parcel Address

Toll Road | Road Under Construction | Lot Line | Governmental/ Institutional/ Misc | Waste Land | E Block Number | 111.9 Parcel Dimens



Created: 8/13/2015

This map is for reference only and is not a survey.

6.50 AC
2,700 LF

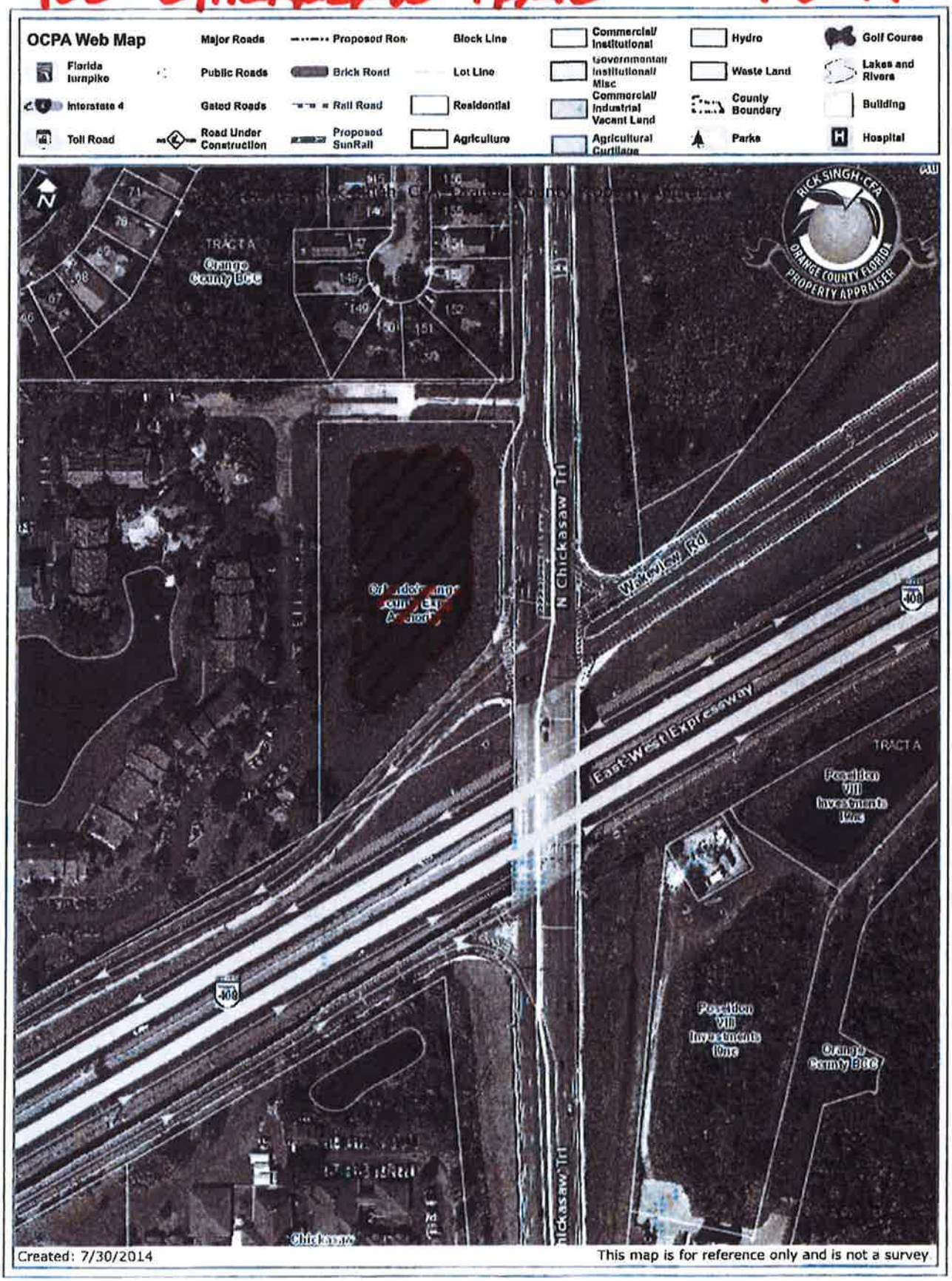
408 · PARK OF THE AMERICAS 7·2014

0.86 AC
1,270 LF

408 · COCOS DR

7.2014

408 · CHICKASAW TRAIL 1.50 AC 1,075 LF 7.2014



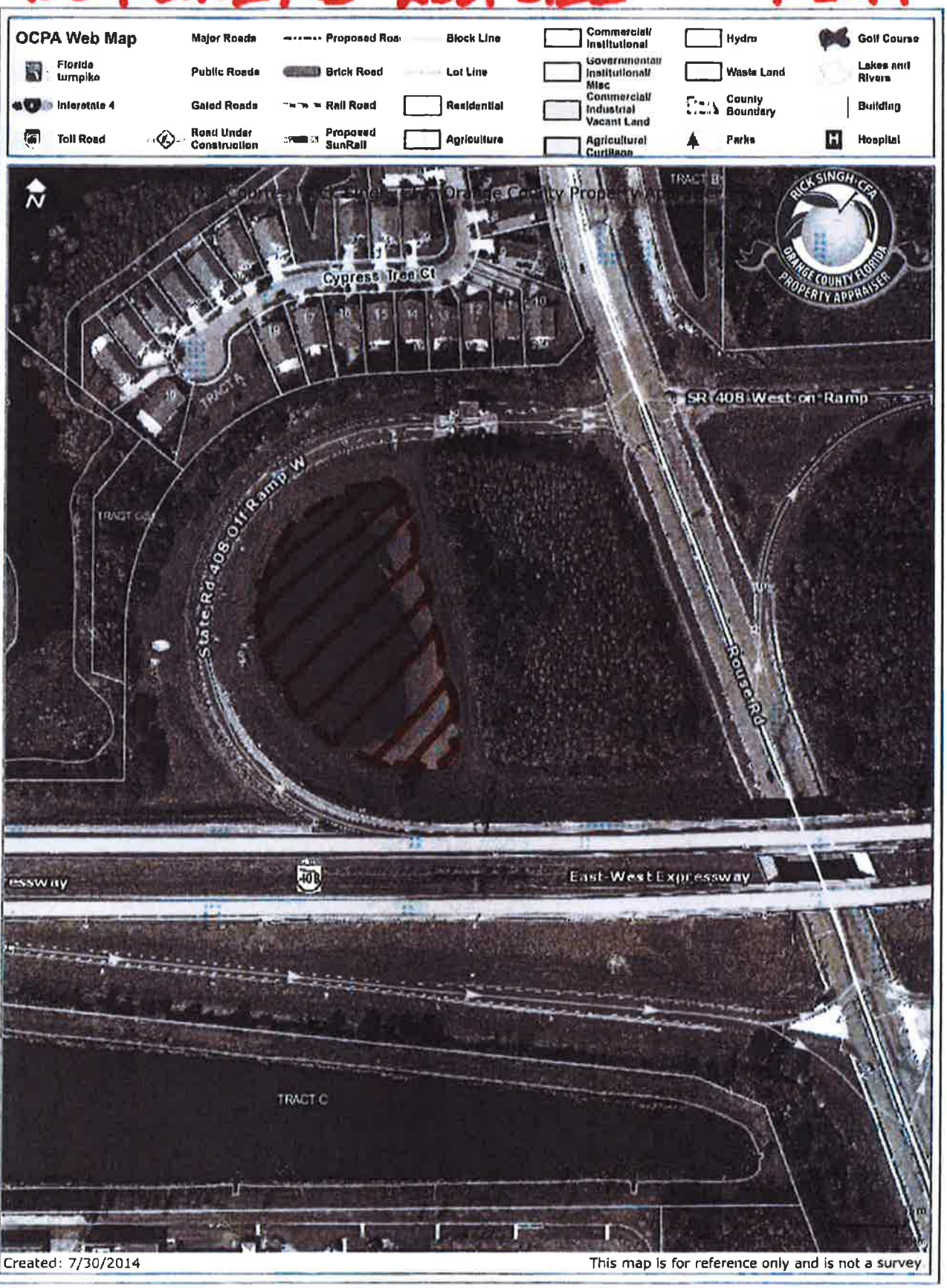
408 · DEAN MTP

0.66 AC
780 LF

8·2015

2.20 AC
1,200 LF

408 · ROUSE RD · WEST SIDE 7·2014



408 · ROUSE RD · EAST SIDE

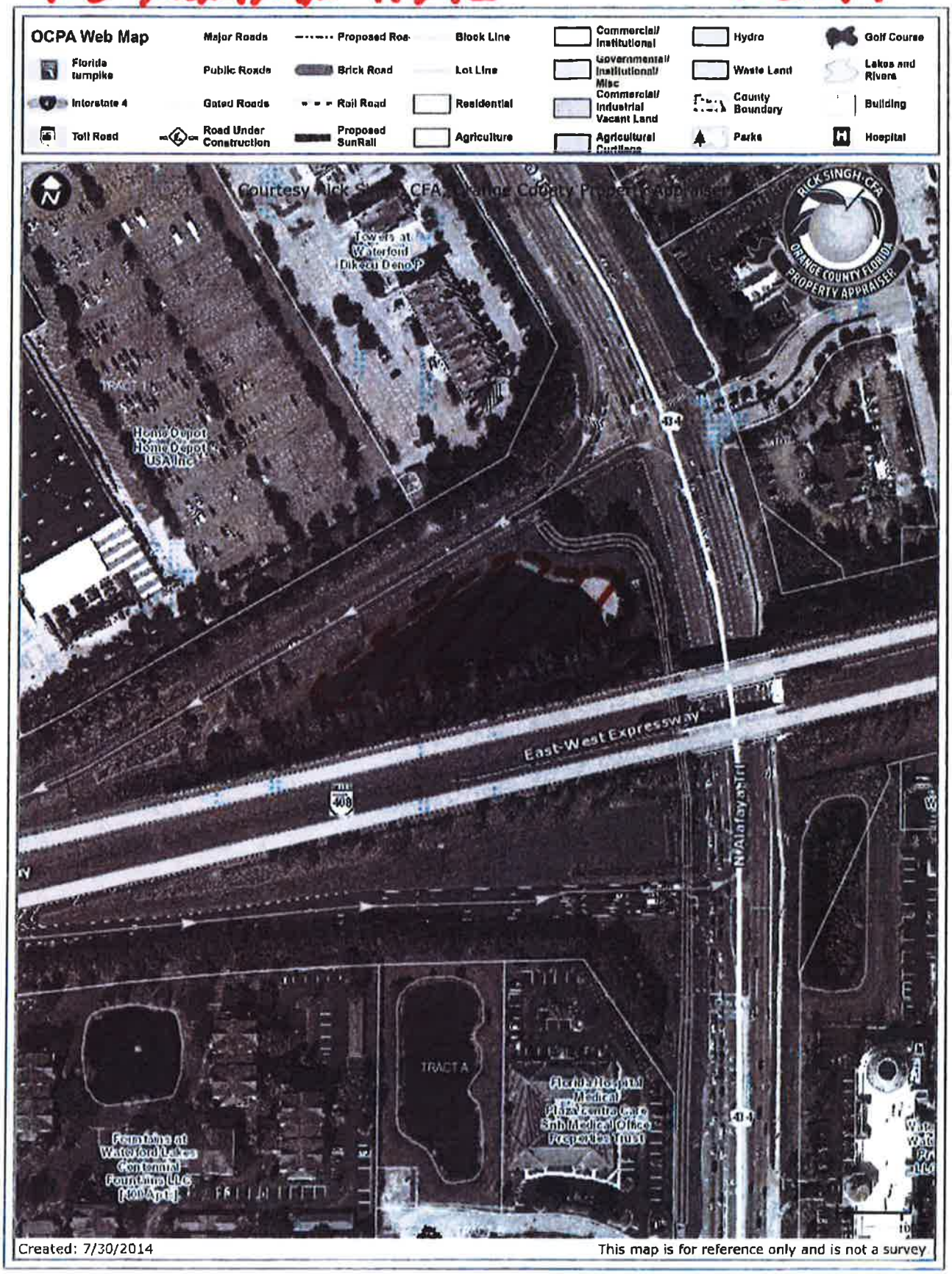
4.15 AC
1,600 LF

7·2014

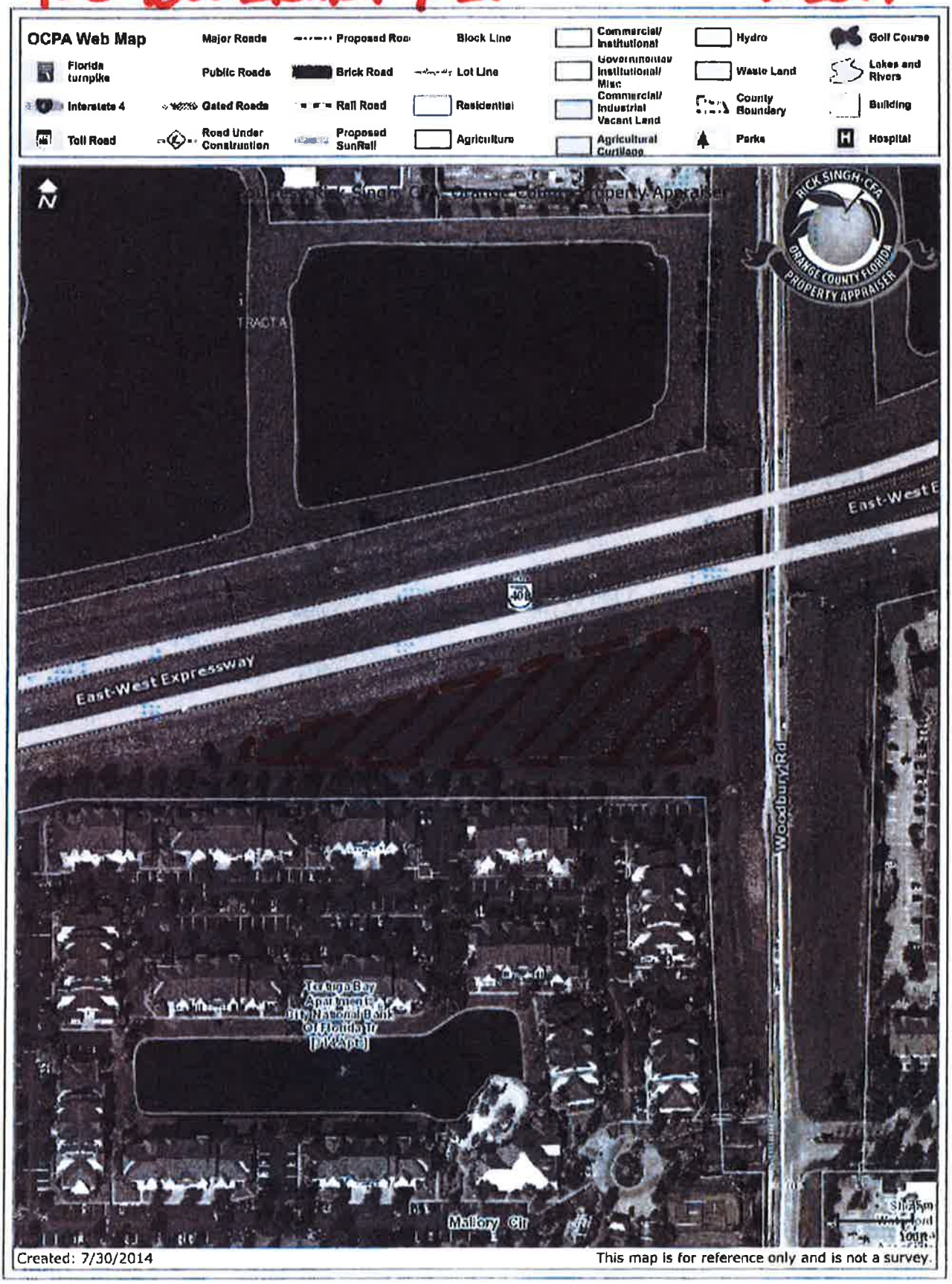
408 · ALAFAYA TRAIL

1.0 AC
1,100 LF

7.2014



408 · WOODBURY RD. 1.7 AC 1,600 LF 7.2014



408 · ECON RD. MITIGATION 1 & 2

① 2.40 AC 1,580 LF
② 4.80 AC 2,250 LF

8.20.15

OCPA Web Map

Florida Turnpike	Major Roads	Proposed Roads	Block Line	Commercial/ Institutional	Hydrography	Golf Courses
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/ Institutional/ Misc.	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/ Industrial/ Vacant Land	County Boundary	Building
	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital

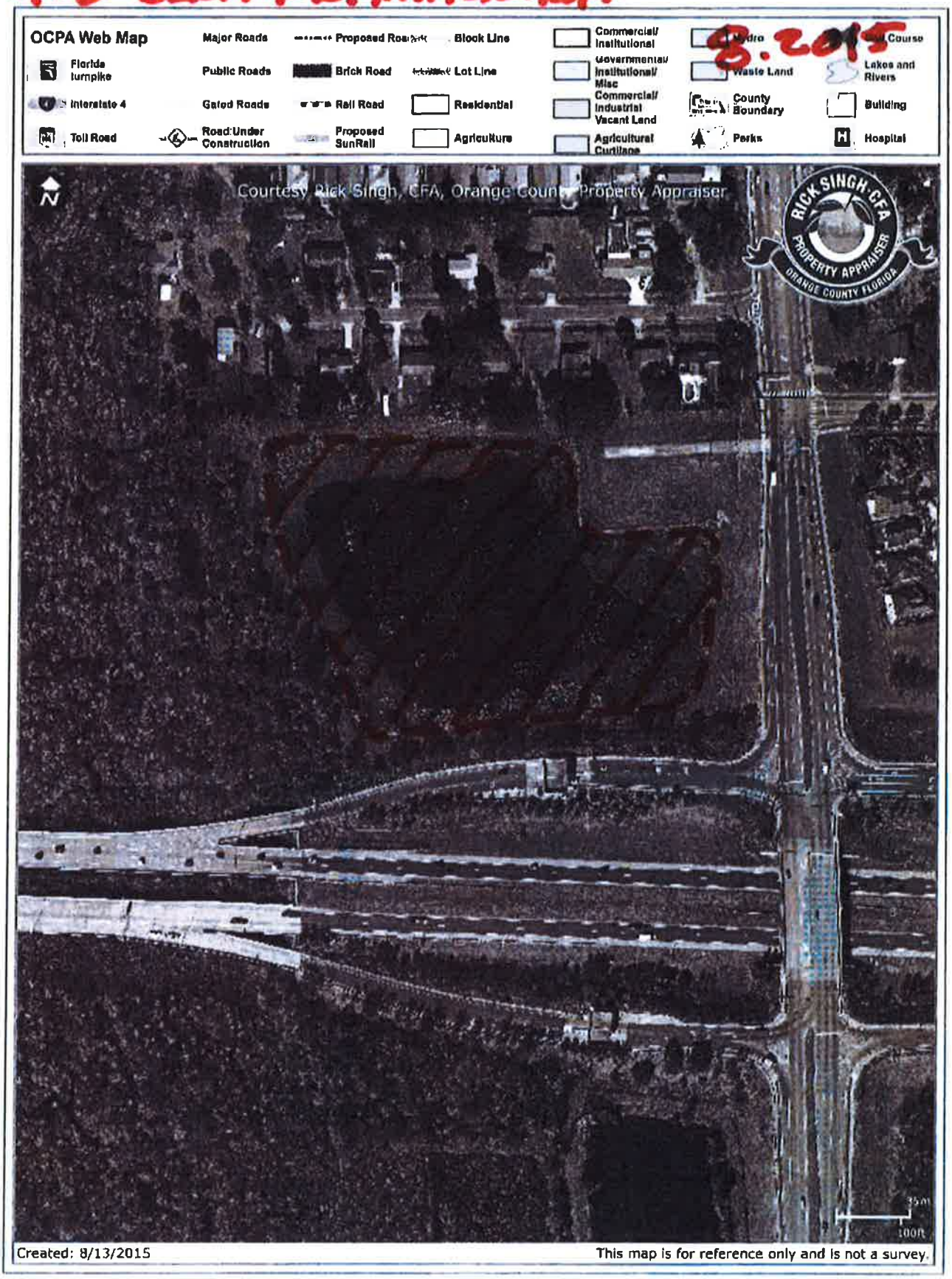
Created: 8/13/2015

This map is for reference only and is not a survey.

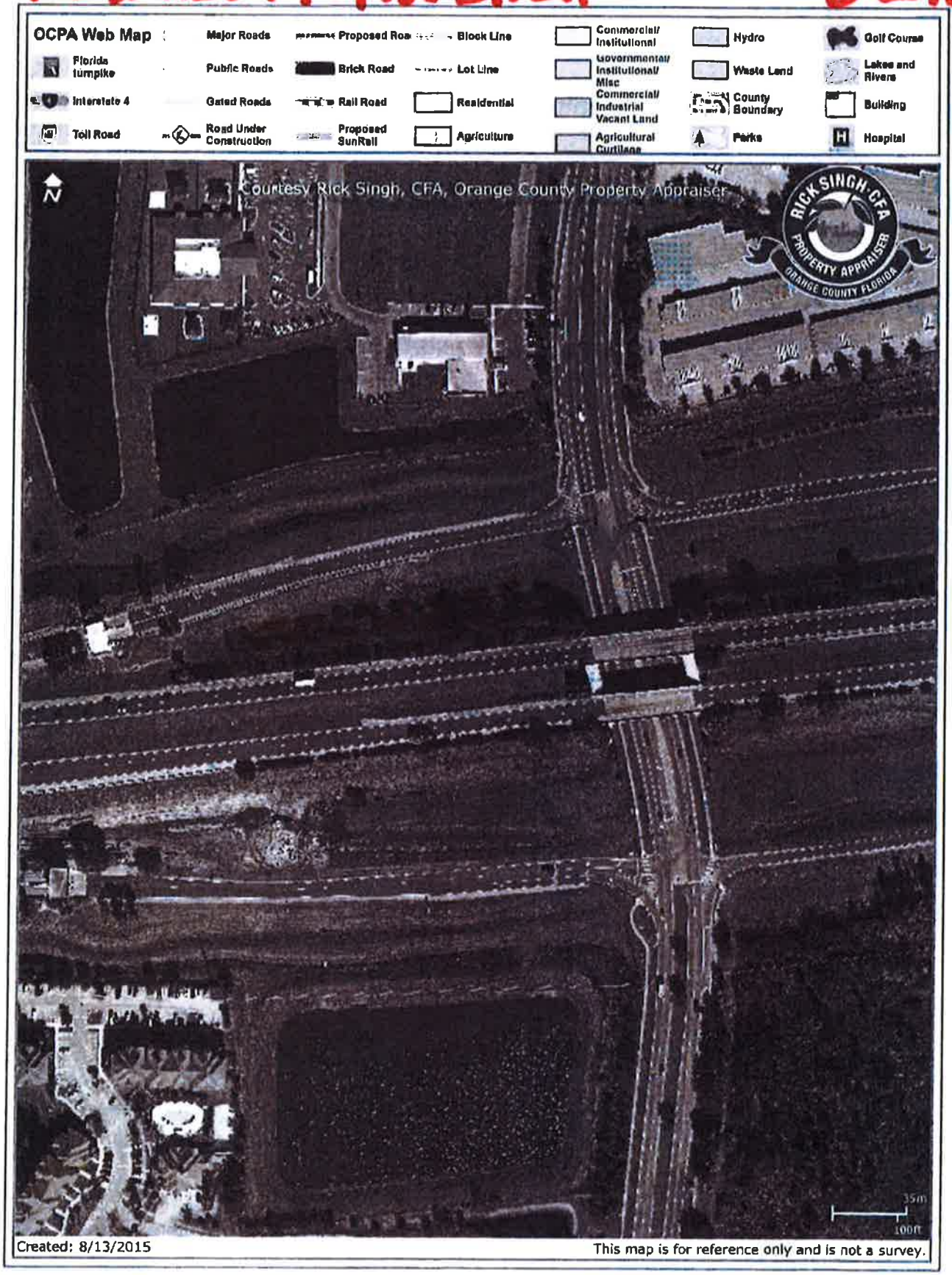
408 - Dean Rd. Mitigation

5.75 Ac
2,100 LF

8.2015



417. LANDSTAR NW DITCH 0.125 AC 700 LF 8.2015

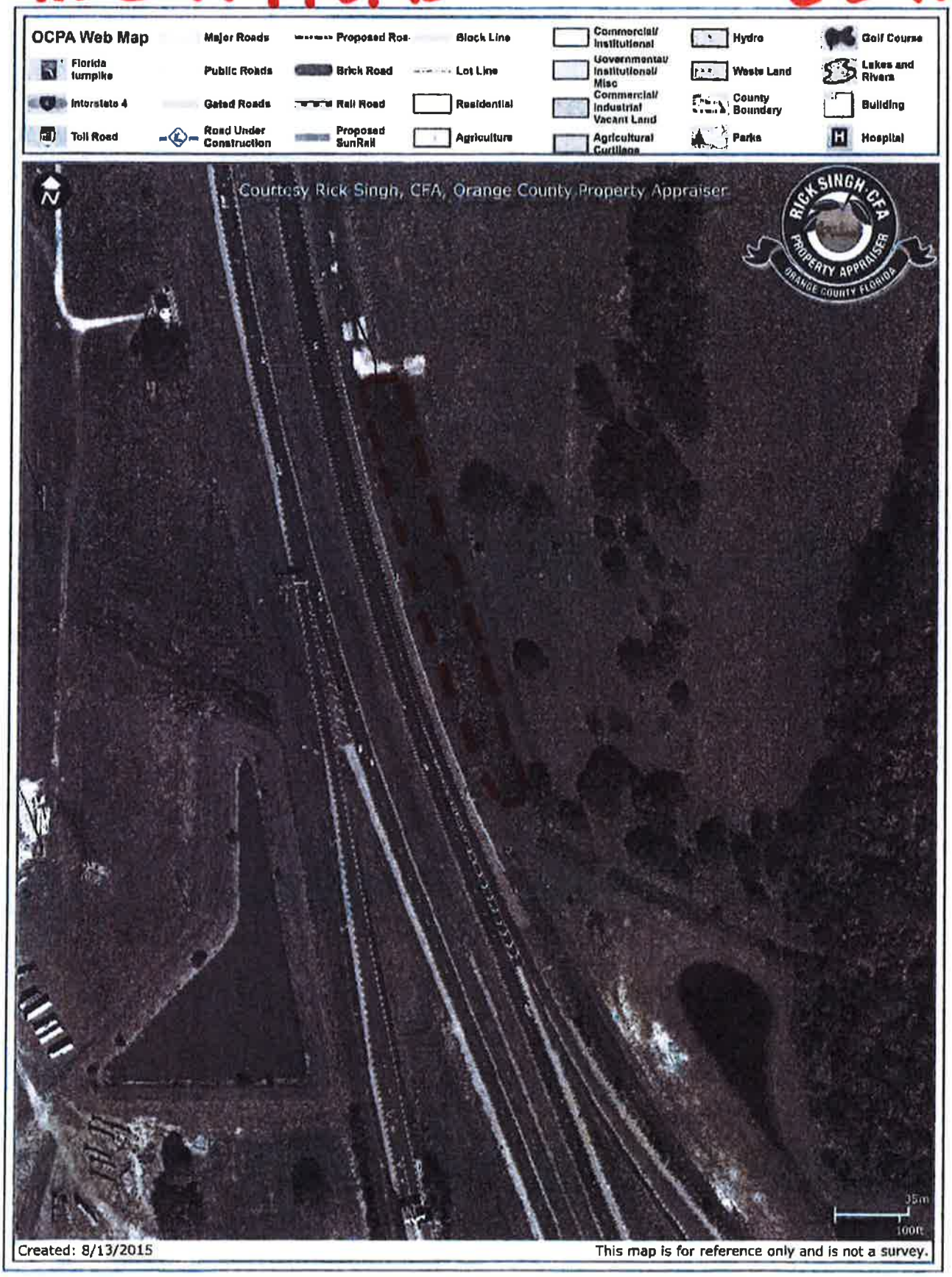


417. BOGGY CREEK RD 1.25 ac 2,000 LF 7.2014

417 · CURRY FORD

0.90 AC
1,500 LF

8·2015



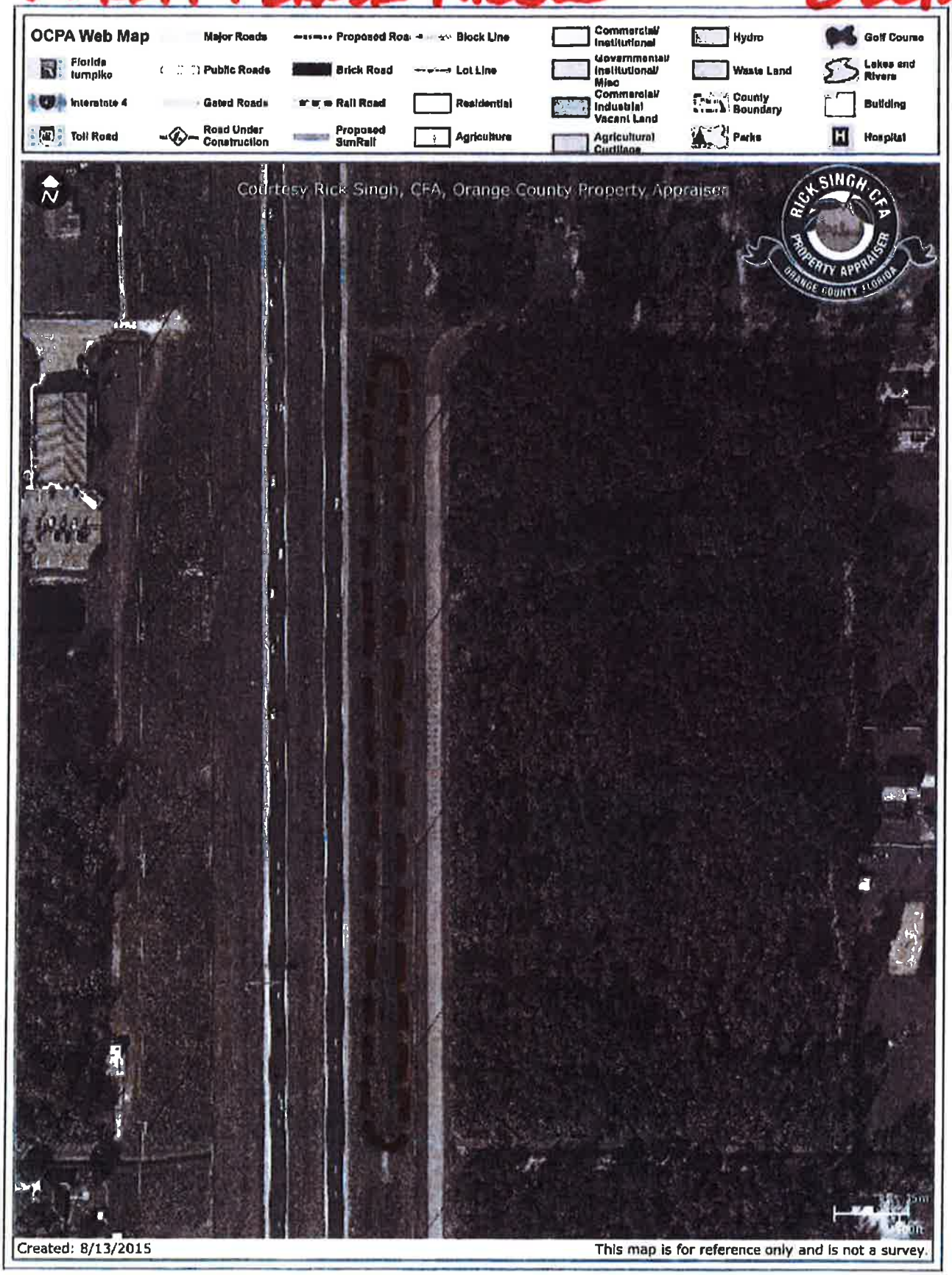
417 · BERRY DEASE · SOUTH

1.0 AC
2,500 LF

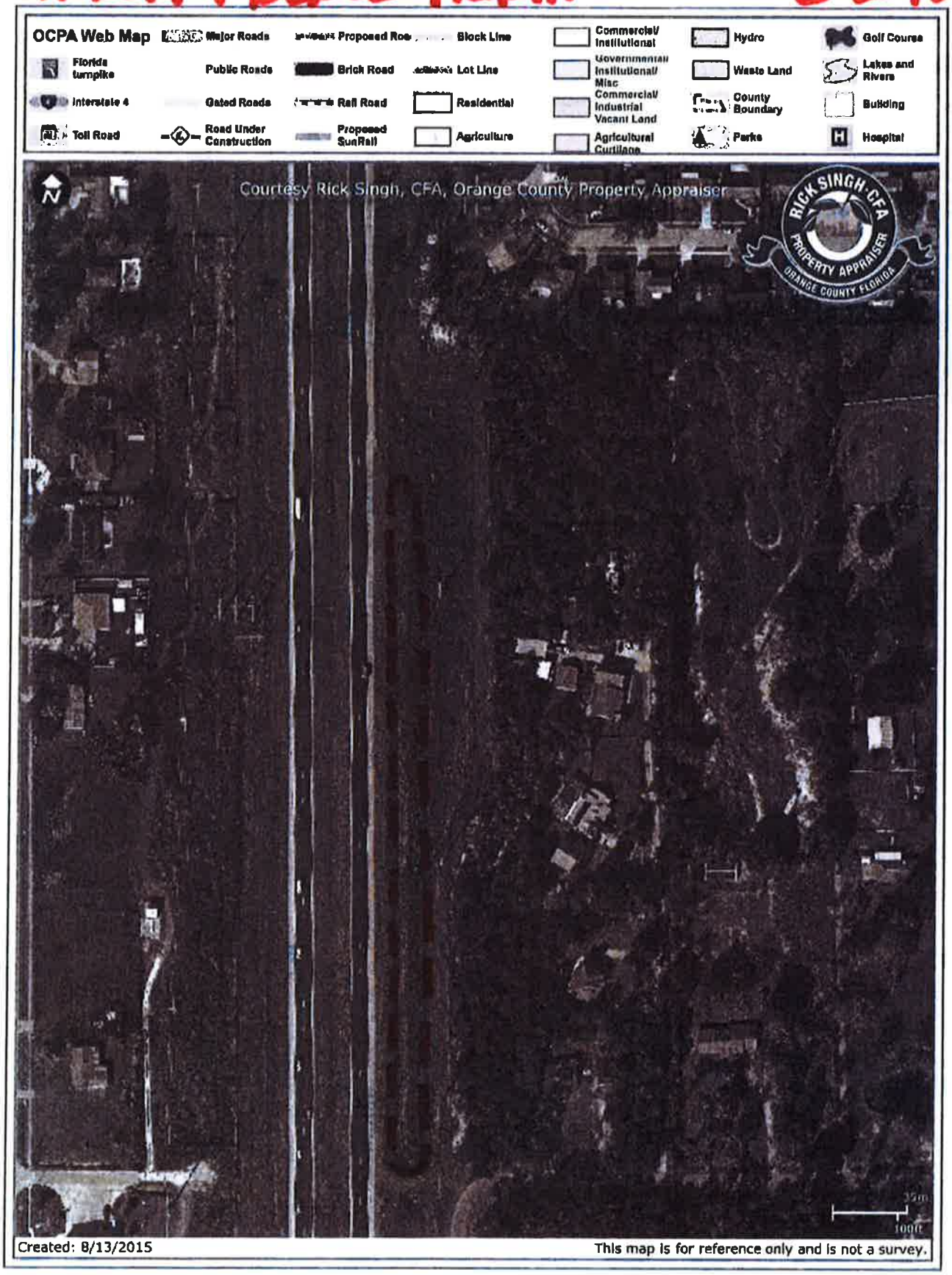
SEASONAL DITCH

8-2018

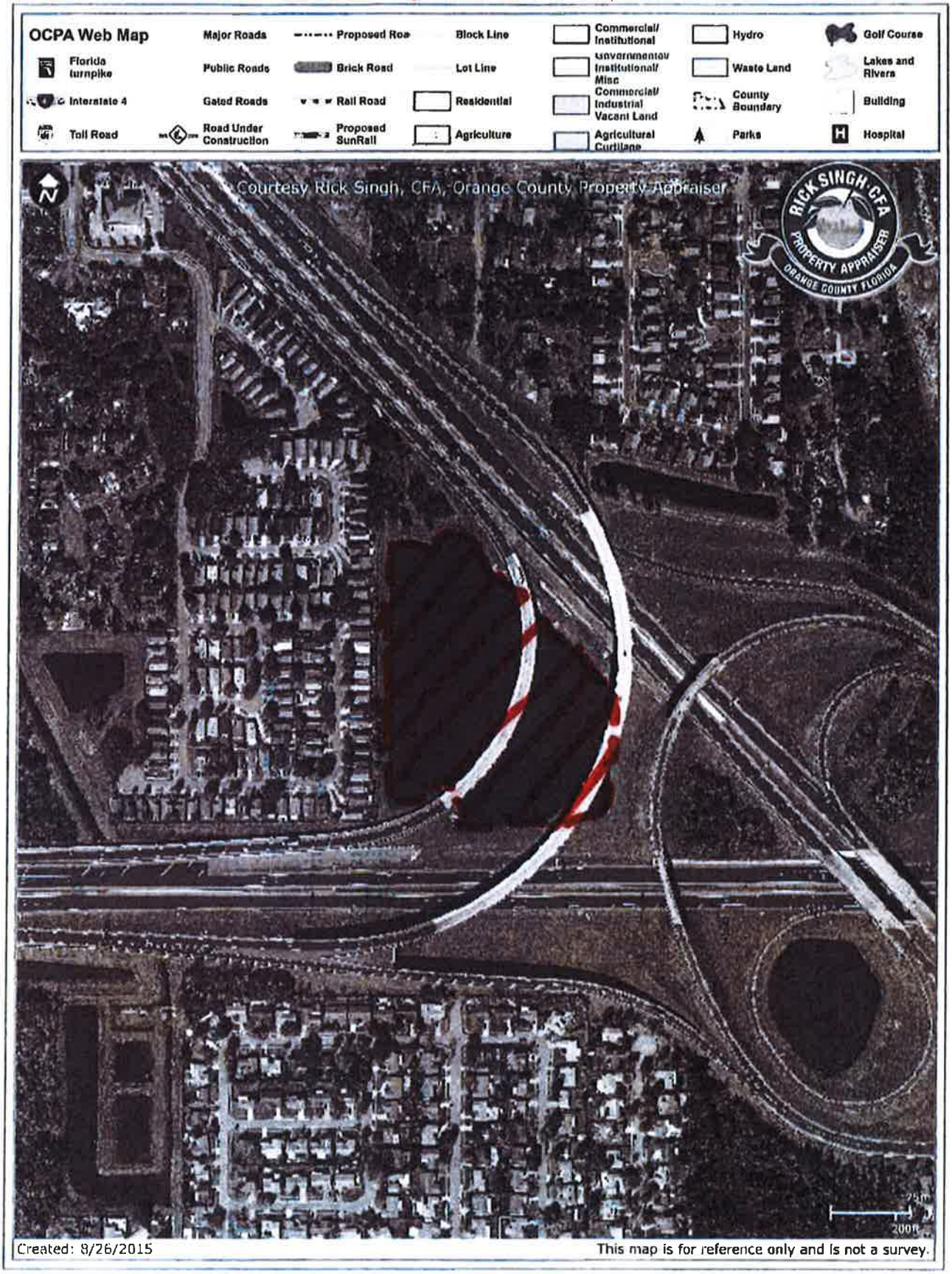
417-BERRY DEASE-MIDDLE 1.0 AC 2,500 LF SEASONAL DITCH 8-2015



417-BERRY DEASE-NORTH 0.5ac 1,600 LF SEASONAL DITCH 8-2015



417·408 INTERCHANGE 11.25 AC 3,000 LF 8·215



417 - SPUR TO SR 50

0.165 AC
450 LF

8-2015

10 SEP '14 AM11:22

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the first renewal of the Original Agreement.

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 7th day of October, 2014, and ending the 6th day of October, 2015, at the cost of $148,520.00, 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 October 6, 2014, 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 Contract ending October 6, 2014.

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

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

SOUTHERN AQUATIC MANAGEMENT, INC.

BY: _____
Authorized Signature

Print Name: AARON CHURCH

Title: PRESIDENT

Witness (1) _____

Witness (2) Kathleen Doyle

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

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

RECEIVED
CONTRACTS DEPT
9/15/14
SIGNATURE / DATE

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SOUTHERN AQUATIC MANAGEMENT, INC.

AQUATIC VEGETATION CONTROL

CONTRACT NO. ~~000938~~ 001003
CONTRACT DATE: OCTOBER 3, 2013
CONTRACT AMOUNT: $148,520.00

EXPRESSWAY AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA, PROPOSAL AND FORMS

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA, PROPOSAL AND FORMS

FOR

AQUATIC VEGETATION CONTROL
CONTRACT NO. ~~000938~~ 001003

October 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Marco Peña, Board Member

Executive Director

Max Crumit, P.E.

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CONTRACT

This Contract No. 001003 ~~000938~~ (the "Contract"), made this 3rd day of October, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and SOUTHERN AQUATIC MANAGEMENT, INC., 1980 Dolgner Place, Suite 1048, Sanford, Florida 32771, 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 all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes maintenance of all items associated with Contract No. 001003 ~~000938~~ for Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. The Contract time will be 365 calendar days with renewal options. The Contract Amount is $148,520.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.

The Contract Documents consist of:

1. The Contract,
2. The Addenda, modifying the Scope of Services, General Specifications or other Contract Documents,
3. The Scope of Services,
4. The General Specifications,
5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
6. The Proposal.

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

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: 10/4/13

SOUTHERN AQUATIC MANAGEMENT, INC.

By: _____

Print Name: AARON CHURCH

PRESIDENT
Title

ATTEST: _____ (Seal)

DATE: 9/12/13

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AQUATIC VEGETATION CONTROL
CONTRACT NO. ~~000938~~ 001003

GENERAL SPECIFICATIONS

1. SCOPE OF WORK

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 exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by the Authority. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to the Authority's Director of Construction and Maintenance or his designated representative.

2. CONTROL OF THE WORK

2.1 AUTHORITY'S DIRECTOR OF CONSTRUCTION AND MAINTENANCE

All work shall be subject to review and acceptance by the Authority's Director of Construction and Maintenance (or such other person designated by the Director of Construction and Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. The Authority's Director of Construction and 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.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "Authority" or "Director of Construction and Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the Landscape Supervisor or other individual or entity identified by the Authority.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though

occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda
3. Scope of Services
4. General Specifications

2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT

The Authority will make final payment to the Contractor after the Work is finally accepted by Authority's Director of Construction and Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished the Authority with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by the Authority for the completion of the Contract or release of the Work.

2.4 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.

3. OTHER REQUIREMENTS

3.1 VENUE, LAW

The Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any judicial proceedings arising out of the Contract shall be in Orange County, Florida.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to 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.

The Contractor shall further 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.

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.

The Contractor must provide a notarized affidavit to the Authority that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. No payment will be made to the Contractor until the required proof of registration is on file with the Authority.

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

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 Director of Construction and 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.

Every effort shall be made by the Contractor to 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 Director of Construction and Maintenance.

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.

3.4 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.

3.5 INDEMNITY

The Contractor shall indemnify, defend and hold harmless the Authority, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, 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 one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from the Authority to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

3.6 GENERAL LIABILITY INSURANCE

The Contractor shall carry and keep in force during the period of the Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida. The CGL Policy shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent for the services and work to be rendered in accordance with this Contract. Such policy or policies shall be carried without deductible and shall (a) include the Authority, and such other parties the Authority shall designate, as additional insured, utilizing an endorsement Form (b) be considered primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations under paragraph 3.5 of these General Conditions, and (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. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, the Contractor shall deliver certificates to the Authority as will evidence a renewal or new policy to take the place of the one expiring.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.7 BUSINESS AUTOMOBILE LIABILITY

The Contractor shall carry and keep in force during the period of the Contract a business automobile liability insurance policy or policies with a company or companies authorized to do business in Florida. The business automobile liability insurance policy shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.8 WORKER'S COMPENSATION INSURANCE

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.9 SAFETY

(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 bidding) 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.

(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).

(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) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or Authority approved equal. Mesh signs shall not be used for work zone signs.

3.10 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.

3.11 AUDIT AND EXAMINATION OF CONTRACT RECORDS AND BID RECORDS

The 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 Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a bid, the 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 Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with the Authority, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision 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.

All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid or a bid proposal to the Authority shall preserve all Bid Records used in determining and submitting the bid for a period of one month after the Authority awards the Contract. The successful bidder (Contractor) shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the project by the Authority, or (ii) until all claims (if any) regarding the Contract are resolved.

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 related to the Contract or the Contractor's performance of the Contract determined necessary by the Authority for any purpose. Bid 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 a bidder in determining labor, unit price, or any other component of a bid submitted to the Authority. Bid Records shall also 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, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by a bidder in determining a bid.

3.12 INVOICES

Invoices for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4. PROSECUTION AND PROGRESS OF WORK

4.1 PREWORK CONFERENCE

The Director of Construction and Maintenance may 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.

4.2 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.

4.3 SUBLETTING OF CONTRACTS

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 Director of Construction and Maintenance. With the Director of Construction and Maintenance's written consent, the Contractor will be permitted to subcontract a portion of the work not to exceed forty-nine percent (49%) of the total Contract Amount.

4.4 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.

4.5 OPERATIONS

(1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

(2) No work shall be performed on Sunday, 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. Work may only be performed during prohibited times with written permission from the Director of Construction and Maintenance, or in circumstances of an emergency.

(3) In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Construction and 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.

(4) 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 Director of Construction and 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.

4.6 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.

4.7 DEFAULT AND TERMINATION

(1) The Authority reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the Authority requires such termination or suspension. In such circumstances, the Authority shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.

(2) If the 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 workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the Authority reasonably exercised, the Authority may give notice of default in writing to the Contractor stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, the Authority will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, the Authority may take over the work covered by the Contract.

Upon declaration of default and termination of the Contract, the Authority will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, 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 Director of Construction and Maintenance are required for Contract completion. All costs and charges incurred by the 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 be 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 the Authority to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the Authority's requirements, the Authority may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the 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.

The Authority shall have no liability for profits related to unfinished work on a Contract terminated for default.

4.8 PREVAILING PARTY ATTORNEY'S FEES

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the Authority, failing which the Authority will be deemed the prevailing party in such litigation.

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 the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the Authority (exclusive of interest, costs or expenses) on claims asserted by the Authority against the 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).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the Authority by the Contractor (disputed by the 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 the Authority agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the 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 the Contractor's claim(s).

Attorney's 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 the 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 such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.

As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the Authority, and the 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, the Authority and the 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 provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

5. PAYMENT AND BUDGET CONSIDERATIONS

5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty or service or part required by the Contract or a Work Document 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.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by the Authority, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory work) will be withheld by the Authority from any invoice or monthly billing period until such time as the work is determined to be acceptable.

5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Florida Transportation Code, Section 337.11, subsection 8, requires that, prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the contract have received their pro rata share of previous progress payments from the prime contractor for all work completed and materials furnished the previous period. This certification shall be in the form designated by the Authority. 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.

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 that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, 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.

5.4 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by the Director of Construction and Maintenance. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

5.5 RENEWAL OPTION

The Contract has a renewal option. Renewals will be on an annual basis not to exceed two (2) one year renewals, or for a period no longer than the term of the original Contract, whichever period is longer; subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original Contract. Exercise of the renewal option will be made at the discretion and election of the Authority. However, if the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of renewal would be inequitable, then the Contractor may terminate the renewal. If the Contractor elects to terminate the renewal it must do so within five (5) days of the renewal exercise.

5.6 WORK ORDER ALLOWANCE

The Authority has established a work order allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated following new construction areas. Payment will be made to the Contractor from the Work Order Allowance for additional work activities authorized and accepted by the Director of Construction and Maintenance. Any amount remaining in the allowance upon completion and acceptance of the project remains the property of the Authority.

In order for the Authority to accurately estimate the financial impact of possible work order allowance projects, the Contractor shall provide unit costs on the line items in the Bid Form for the following:

- Cost to provide and install grass carp (cost per fish).
- Cost to provide labor, materials, equipment, and incidentals necessary for the construction of an outflow structure barrier (for ponds to receive grass carp).
- Cost per acre for total pond application to eradicate hydrilla
- Cost per acre for edge of pond application to eradicate hydrilla

These unit costs shall remain firm and fixed throughout the one year term of the Contract.

END OF SECTION

SCOPE OF SERVICES
AQUATIC VEGETATION CONTROL
CONTRACT NO. ~~000938~~ 001003

1.0 PROJECT OVERVIEW

The intent of the work is to keep all of the waterways identified in Attachment No. 1 free of vegetation at all times. There are currently one hundred and fifty three (153) retention ponds located within the limits of the Project. The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of aquatic herbicide applications to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beach Line Expressway), S.R. 429 (Daniel Webster Western Beltway), and S.R. 414 (John Land Apopka Expressway) and identified in Attachment No. 1, Aquatic Vegetation Control Reference Maps, attached to this Scope of Services. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform an initial aquatic herbicide application and follow up applications as necessary to eradicate existing hydrilla in a limited number of ponds as specified in the Scope of Services subsection 5.2.

2.0 GENERAL REQUIREMENTS

2.1 Contractor's Personnel, Subcontractors and Subconsultants

2.1.1 Contractor shall possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and shall retain the license during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll at the time of bid submittal.

2.1.2 Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise, and experience in the maintenance areas or disciplines described herein and in the maintenance specifications.

2.1.3 The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mixer-loaders and Field Workers.

(1) Each licensed applicator shall provide to each unlicensed applicator or mixer-loader working under his or her direct supervision adequate instruction and training so that the applicator or mixer-loader understands the safety procedures required for the pesticides that will be used. The applicator or mixer-loader shall be given this training before handling restricted-use pesticides. This training shall

be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mixer-loaders at any given time.

(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the workers' direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.

2.1.4 The Contractor shall provide sufficient qualified manpower as necessary to perform the Contract specified tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the Authority's Director of Construction and Maintenance and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor must be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract, shall be proved at no additional cost to the Authority.

2.1.5 The Contractor shall designate a project manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact between the Authority and the Contractor. This individual shall maintain a means of being contacted by the Authority (pager or cellular phone). The Contractor's project manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be on-site during the performance of the Contract specified tasks.

2.1.6 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, and/or due to negligence by the 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. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the Authority's Director of Construction and Maintenance and approved in writing by the Authority.

3.0 MAINTENANCE OPERATIONS AND PROCEDURES

3.1 Operation Procedures

3.1.1 Prior to the performance of the initial waterway maintenance cycle, the Contractor shall meet with the Authority's Director of Construction and Maintenance to confirm the limits of work, review the Contract documents, and answer any questions as necessary.

3.1.2 The Authority will forward a set of keys to the Contractor to allow access to ponds which may be within fenced in right of way areas. The Contractor shall return the set of keys at the completion of the Contract.

3.1.3 There are mitigation ponds located in Authority right of way that are not maintained under this Contract. Those ponds are typically enclosed by chain link fencing with identifying signage. The Contractor shall verify waterways to be treated using the reference maps.

3.1.4 The Contractor shall perform the waterway maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the Authority's Director of Construction and Maintenance of its intentions at least 48 hours prior to the date of the intended work. The Contractor shall also provide the name and contact cell phone number of the individual who will be supervising the work if the Contractor's project manager does not intend to be on-site.

3.1.5 One week prior to the beginning of each waterway maintenance cycle, the Contractor shall submit to the Authority's Director of Construction and Maintenance, via fax or email, a proposed maintenance schedule listing the dates and locations where maintenance activities shall occur. The Contractor shall promptly notify the Director of Construction and Maintenance of any changes to the forwarded schedule. No chemical applications shall be performed without prior notification given to the Director of Construction and Maintenance.

3.1.6 The following roadside operational safety procedures must be adhered to at all times by Contractor and subcontractor personnel:

- Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices shall comply with the FDOT Design Standards, January 2010 edition, Drawing No. 600 series as a minimum requirement. In addition, the Authority requires that any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the

vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.

- Flashing amber lights on vehicles operating on roadside shoulder must be on and visible at all times while stationary or moving below the minimum speed limit.
- Vehicles operating on the roadside shoulder must be located a minimum of 2' from the travel lane. Vehicles shall be located outside of the clear zone were ever possible (see FDOT Design Standards, January 2010 edition, Drawing No. 700 for conditions and distances).
- No equipment shall be parked on the Authority's right-of-way overnight.
- No equipment shall be parked in the median regardless of the width of the median.
- U- turns shall not be performed across medians, at toll plazas, or under overpasses. Vehicles must use interchanges for such purposes.

3.1.7 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced, and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms.

3.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees 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.

3.1.9 The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable, such as gloves, safety goggles, respirators and safety vests.

4.0 CHEMICAL APPLICATIONS

4.1 The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein.

4.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida for aquatic applications. Prior to the first use of a product on the Expressway system, the Contractor shall submit to the Authority's Director of Construction and Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).

4.3 The Contractor shall 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 Authority's Director of Construction and Maintenance.

4.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the Authority and it's representatives for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

4.5 The Contractor shall prepare a Pesticide Application Record reporting the herbicide application activities performed and submit the report with each invoice. Herbicide applications shall be reported with quantities of material applied per location as described below:

- S.R. 408 – Clark Rd. to East S.R. 50
- North S.R. 417 – S.R. 417 / S.R. 528 Interchange to Seminole County Line
- South S.R. 417 – Narcoossee Rd. to International Dr.
- S.R. 528 – Boggy Creek Rd. to S.R. 520
- S.R. 429 – Seidel Rd. to S.R. 441
- S.R. 414 – S.R. 429 to S.R. 441

4.6 The Contractor shall keep daily herbicide application records on file for the duration of the contract and provide these records to the Authority in accordance with section 3.11 of the General Specifications.

4.7 The Contractor shall prevent over spray of herbicides from damaging adjacent desirable turf, shrubs, and trees. Over spray contact with the public, their property or pets shall be strictly avoided. The Contractor shall be solely responsible for any damages resulting from his actions or the actions of his subcontractors or sub-consultants.

5.0 AQUATIC VEGETATION CONTROL

5.1 The Contractor shall perform eight (8) aquatic herbicide application cycles (March, May, June, July, August, September, October and November), unless directed otherwise by the Authority's Director of Construction and Maintenance, to control all emergent vegetation and floating vegetation (including Filimentous Algae, Salvinia, and Duckweed) located within the ponds indicated in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). Treat all vegetation located within each water body up to the high water line. Dying biomass may remain in place.

5.2 The Contractor shall perform an initial aquatic herbicide application in April to eradicate existing hydrilla in the ponds listed in Exhibit "A" Hydrilla Pond List as shown below. Refer to Attachment No. 1 Aquatic Vegetation Control Reference Maps for locations. Required applications are listed as either edge treatments of varying widths or as total pond treatments. Acreage totals listed are estimates, contractor to field verify. Follow up applications shall be promptly performed as necessary, following the initial application, to provide a sufficient kill. The Authority's Director of Construction and Maintenance shall inspect the treated ponds 3-4 weeks following the completion of the final application to determine if a sufficient kill was achieved. Any additional herbicide application required at that time will be performed by the Contractor at no additional cost to the Authority.

5.3 Each application cycle for the system shall be completed within 21 calendar days after the start of the cycle. Each cycle shall be completed in its entirety before beginning any subsequent cycle.

5.4 No copper based products are to be used during any application performed as part of this Contract.

5.5 The Contractor shall notify the Authority's Director of Construction and Maintenance upon completion of each cycle. Inspections may be performed within five (5) to seven (7) days of completion of a cycle. The Director of Construction and Maintenance will notify the Contractor of any areas that were missed or need to be re-treated for satisfactory control. Upon notification, the Contractor shall promptly re-treat identified areas. The Contractor shall notify the Director of Construction and Maintenance upon completion of any directed re-treatment.

Exhibit "A" Hydrilla Pond List

Pond No.	App. Type	Acreage	Pond No.	App. Type	Acreage
408-2	Total	1.75	417-53	20' Edge	0.65
408-3	20' Edge	0.50	417-55	Total	0.35
408-4	Total	2.10	417-56	20' Edge	0.50
408-5	10' Edge	0.25	417-62	Total	0.65
408-14	Total	0.75	417-63	Total	0.50
408-17	30' Edge	1.50	417-64	Total	0.50
			417-65	Total	0.75
417-4	20' Edge	0.90	417-73	Total	0.75
417-5	15' Edge	0.80	417-74	40' Edge	1.25
417-6	30' Edge	1.20	417-75	Total	0.75

417-7	20' Edge	0.50	417-79	Total	4.00
417-9	10' Edge	0.75			
417-10	Total	4.25	528-1	Total	0.50
417-11	15' Edge	0.60	528-3	Total	0.60
417-18	Total	0.25	528-4	Total	0.85
417-20	14' Edge	0.50	528-6	Total	0.85
417-23	10' Edge	0.35	528-7	Total	0.90
417-24	30' Edge	1.25	528-8	Total	0.25
417-27	20' Edge	0.65	528-11	15' Edge	0.50
417-30	Total	1.35			
417-31	Total	2.25	429-1	Total	2.00
417-35	Total	0.50	429-24	15' Edge	0.75
417-37	Total	0.25	429-26	30' Edge	2.00
417-51	Total	0.25			

Total Acreage of Pond Edge Application	15.40	ac
Total Acreage of Total Pond Application	27.90	ac

6.0 LITTER REMOVAL

6.1 If directed to do so by the Authority's Director of Construction and Maintenance the Contractor shall remove all non-hazardous items floating or partially submerged within the waterways specified. Litter shall include but not be limited to glass, cans, plastic and paper products, palm fronds, etc. If directed, the Contractor shall remove all litter located along pond edges below the high water line. All costs for pickup and removal of litter and debris shall be paid for as additional work. Prior to performing the work, the Contractor shall submit a price proposal to the Director of Construction and Maintenance for approval.

6.2 All collected litter shall be removed daily. No collected litter is to be left on the project property overnight.

6.3 Upon receipt of notification of the completion of the requested work, the Authority will inspect the waterways and notify the Contractor of any areas that are found to be incomplete and require additional litter removal.

6.4 The Contractor shall not be required to remove any litter that occurs in the designated waterways after the Authority has inspected and approved the previous litter removal cycle.

END OF SECTION

Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Potential Bidders of Record
FROM	Claude Miller, Director of Procurement
DATE:	November 23, 2010
SUBJECT:	Contract No. ~~000938~~ 001003, Aquatic Vegetation Control - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated October 2010, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages.

CHANGES TO THE SCOPE OF SERVICES

1. On page SS-1, **delete** the language under subarticle 2.1.3 in its entirety and **insert** the following new language in its place:

"The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mixer-loaders and Field Workers -
(1) Each licensed applicator shall provide to each unlicensed applicator or mixer-loader working under his or her direct supervision adequate instruction and training so that the applicator or mixer-loader understands the safety procedures required for the pesticides that will be used. The applicator or mixer-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mixer-loaders at any given time.
(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the workers' direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period."

RESPONSES TO QUESTIONS

2. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: Are the construction of the structures guaranteed, or is it conditional? If so under what conditions will I be ask to build them. Are there specifications to which they must be done? Particular size, material etc..... as that will have a direct bearing on my bid price.

Response: Bidders are being asked to submit a price range for the outflow barrier structure that may be purchased if the Authority decides to pursue introducing grass carp into a retention pond(s). The bidder may choose not to submit prices at this time for the outflow barrier structure and wait until a specific pond is identified and a price is requested from the contractor. The Authority reserves the right to purchase this item from another contractor if the Authority deems it to be in their best interest.

Q002: Am I being ask under the contract to replace any grass carp that die? What is the avg. no. of carp your contractors are asked to supply? Or is it only under certain circumstances that it would be ask of me?

Response: The Authority has not introduced any grass carp into any retention pond to date; however, the Authority may introduce them in the future and would like to identify pricing. If grass carp are purchased it would be with no warranty so no replacements would be required for carp that die.

Q003: I wanted to know if there is a budget for this project and if a bid bond is required?

Response: The range is between $100K and $130K. No bid bond is required.

END OF ADDENDUM NO. 1

Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	February 27, 2013
SUBJECT:	Aquatic Vegetation Control – Contract No. ~~000938~~ 001003, Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2013, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages.

PRE-BID MEETING CLARIFICATION

1. The advertisement, page ITB-3, first paragraph, **delete** "mandatory" from the first sentence and **delete** the last sentence in its entirety.

RESPONSES TO QUESTIONS RECEIVED

2. The following question was received from a planholder of record. The Authority's response follows the question.

Q001: Other than Hydrilla, are there other types of submersed weeds being treated within the ponds indicated on the Hydrilla Pond List?

R: No

Q002: If Hydrilla is observed within a pond <u>not</u> indicated on the Hydrilla Pond List, how does the contractor respond?

R: The Contractor is not responsible for the control of Hydrilla in a pond not listed on the Hydrilla Pond List unless directed to perform an application (either edge or total pond) by the Landscape Supervisor. The directed application will be paid for out of the Work Order Allowance with the price being based on the unit cost per acre (either edge or total pond) as stated in the submitted Bid Form. It is understood that multiple applications may be required to effectively control the Hydrilla.

Q003: Does the contractor treat other submersed weeds (i.e. slender spikerush, Valliseneria, pondweeds) within ponds that are <u>not</u> on the Hydrilla Pond List?

R: No

END OF ADDENDUM NO. 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Florida

COUNTY OF Seminole

BEFORE ME, this day, personally appeared AAron J Church,
(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(13) F.S. (2010).

9-9-13

WHILHELMINIA COX
Notary Public - State of Florida
My Comm. Expires Jun 21, 2014
Commission # EE 3076
Bonded Through National Notary Assn.

(Contractor's Signature)

Typed Name: AARON CHURCH

Position: PRESIDENT

Company Name: SOUTHERN AQUATIC MANAGEMENT, LC.

Company Address: 1980 DRAGON PL. STE 1048

SANFORD, FL 32771

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

****

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 9/9/13 (Date) by

AARON CHURCH, PRESIDENT
(Name of Officer or agent, title of officer or agent)

of SOUTHERN AQUATIC MANAGEMENT, INC., a
(Name of Corporation acknowledging)

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

personally known to me or has produced Florida Driver's License C620-010-77-145-0
(Type of identification)

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

Notary Public, Commission No. EE3076

Whilhelminia Cox (Name of Notary typed, printed or stamped)

Title or Type of Document Florida Driver's License (Optional)

9-9-13

WHILHELMINIA COX
Notary Public - State of Florida
My Comm. Expires Jun 21, 2014
Commission # EE 3076
Bonded Through National Notary Assn.

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

(SEAL ABOVE)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL
CONTRACT NO. ~~000938~~ 001003

PROPOSAL OF

SOUTHERN AQUATIC MANAGEMENT, INC.
(Name)

1980 DOUGLAS PLACE, STE 1048 SANFORD, FL 32771 407-416-3482
(Address) (Telephone No.)

Submitted 3/6/13

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 Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Bidding Documents and the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Bidding Documents and the requirements under them of the Authority, for the unit prices shown on the Bid Form.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 2/25/13 Bidder and/or Representative Initial AL

Addendum No. 2 Dated 2/27/13 Bidder and/or Representative Initial AL

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

SOUTHERN AQUATIC MANAGEMENT, INC.

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to execute the Contract within 5 calendar days after the date on which the notice of award has been given, and to fully complete all work within the time specified. It is understood and agreed that the date on which calendar days will begin to be charged to the project will be the date designated in the Notice to Proceed.

The undersigned acknowledges that the Orlando-Orange County Expressway 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.

The undersigned confirms that it possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and has attached a copy of the current license to this Proposal.

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*

SOUTHERN AGGREGATE MANAGEMENT, INC.
Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this 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 or omission in my (our) preparation of same.

CORPORATION:

C/O CLAY, ARPER CHURCH
Principal (Bidder)

By: PRESIDENT
President or Vice President

Attest: Ryan Scott
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

_____

Principal (Bidder)

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 address of each partner on a separate sheet)

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, a copy of which is available on the Authority's web site at www.oocea.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

SOUTHERN AQUATIC MANAGEMENT, INC.
Company Name

By: C. CRC. AARON CHILCOTT

Title: PRESIDENT

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

** BID FORM **

AQUATIC VEGETATION CONTROL - OOCEA CONTRACT NO. 000938

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)	TOTAL COST
1	8	CYC	AQUATIC HERBICIDE APPLICATION - EMERGED AND FLOATING VEGETATION (SR 408, SR 429, SR 528, SR 417, SR414)	$ 7,200.00	$ 57,600.00
2	3	CYC	AQUATIC HERBICIDE APPLICATION - SUBMERGED VEGETATION CONTROL	$ 17,640.00	$ 52,920.00
3	500	EA	TRIPLOID GRASS CARP	$ 7.00	$ 3,500.00
4	30	EA	OUTFLOW STRUCTURE BARRIER	$ 150.00	$ 4,500.00
7	N/A	N/A	WORK ORDER ALLOWANCE	N/A	$30,000.00
			TOTAL BID		$ 148,520.00

Below is a list of two (2) items that may be purchased under the work order allowance and are being included to establish unit prices for said items during the term of the Agreement The Authority reserves the right to purchase the below items from other contractors if deemed in the Authority's best interest.

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)
1	1	ACRE	TOTAL POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	$ 225.00
2	1	ACRE	EDGE OF POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	$ 225.00

Submitted by:

Contractor Name: SOUTHERN AQUATIC MANAGEMENT, INC.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM14715

CHURCH, AARON JONATHAN
42320 ROYAL TRAILS RD
EUSTIS, FL 32736

Categories
5A, 6, 21

Issued: June 28, 2013

Expires: May 31, 2017

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

VOID

VOID

R-6

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: A^2 Group, Inc., Supplemental Agreement No. 1
Construction Engineering and Inspection (CEI) Services for
S. R. 417/Boggy Creek Road Interchange Improvements
Project No. 417-301, Contract No. 000771

Board approval is requested for the referenced supplemental agreement with A^2 Group, Inc., in the amount of $474,327.15 and an extension of the term of the contract to June 30, 2016.

When the contract for the CEI services was originally executed in September 2012, the construction project was scheduled to be completed in 24 months. Subsequent significant revisions to the original design resulted in the project being divided into two projects which would not be constructed concurrently. The design revision required that CEI services be provided for an additional 9 months beyond the expiration date of the contract resulting in the need to extend the term. The additional compensation for labor included in this supplemental agreement is based on previously approved hourly rates.

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

Original Contract Amount	$5,400,000.00
Amount of This Supplemental Agreement	$ 474,327.15
Total Revised Contract Amount	$5,874,327.15

Project 417-301
Contract 000771

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES

S.R. 417/BOGGY CREEK ROAD INTERCHANGE IMPROVEMENTS

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 10th day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of A² GROUP, INC., of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, the AUTHORITY desires to make changes to the compensation and the term of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT dated the 13th of September, 2012, and;

WHEREAS, the CONSULTANT agrees to the changes:

NOW THEREFORE BE IT RESOLVED THAT:

1. The term of the Agreement is extended to June 30, 2016, which is based on the anticipated completion date of the construction project.

2. The compensation to the CONSULTANT is increased by the not-to-exceed amount of $474,327.15, as detailed in Exhibit A, making the new Agreement amount $5,874,327.15.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest:_____ By:_____
Assistant Secretary Director of Procurement

A² GROUP, INC.

Attest:_____ By:_____
Title: Title:

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

CEI ESTIMATE OF WORK EFFORT

A² Group, Inc.
CEI ESTIMATE OF WORK EFFORT

A² GROUP, INC. (A²) Prime Consultant	FIGG BRIDGE INSPECTIONS, INC (FIGG) Sub-Consultant	DYER, RIDDLE, MILLE & PRECOURT (DRMP) Sub-Consultant	GANNETT FLEMING (GF) Sub-Consultant
	RUMMEL, KLEPPER & KAHL, LLP. (RK&K) Sub-Consultant	ROBERT W. HUNT (RWH) Sub-Consultant	NODARSE & ASSOCIATES (NA) Sub-Consultant
	GEOTECH CONSULTANTS INTERNATIONAL, INC. (GCI) Sub-Consultant	KTA-TATOR (KTA) Sub-Consultant	ECHEZABAL & ASSOCIATES/SURVEYING

Project Desc: SR-417 AND BOGGY CREEK INTERCHANGE - 417-301C
Length: Project Miles
Month (s): 8 Estimated Length of contract time
County: Orange County

Date of Estimate: 7/25/2015 | No | Initial Estimate | Yes | Revised Estimate No.:
If Revision, give reason:
Estimator: Alberto G Ribas, P.E. Title: Senior Project Engineer
Consultant: A² Group, Inc. Note:

STAFF CLASSIFICATION	Firm	AREA	Shift	2015 1	2	3	4	5	6	7	8	9	10	11	12	2015 Total Hours 2015	2016 13	14	15	16	17	18	19	TOTAL HOURS - MONTHS 2016 Total Hours 2016	TOT 11&16 Total	MONTHS Total Months	O.T. Applicable O.T.	O.T. % 8.95 Applicable O.T.
ALBERTO G. RIBAS, P.E. SENIOR PROJECT ENGINEER	A²	ADMIN	Day	J	F	M	A	M	J	J	A	S	O	N	D	Total Hours 2015 1,030	J 165	F 165	M	A	M	J	J	Total Hours 2016 330	Total 1,980.00	Total Months 8.24	Applicable O.T. N	Applicable O.T. N/A
			Night													-								-	-		N	N/A
REGGIE WALDEN, P.E. BRIDGE PROJECT ADMINISTRATOR	FIGG	ADMIN	Day						40	165	165	165	165	165		865								-	665.00	5.24	N	N/A
			Night													-								-	-		N	N/A
EWING "SKIP" McMICHAEL ROADWAY PROJECT ADMINISTRATOR	A²	ADMIN	Day						40	165	165	165	165	165	165	1,030	165	165						330	1,980.00	8.24	N	N/A
			Night													-								-	-		N	N/A
MICHELLE MORGAN CONTRACT SUPPORT SPECIALIST	A²	ADMIN	Day						40	165	165	165	165	165	165	1,030	165	165						330	1,980.00	8.24	N	N/A
			Night													-								-	-		N	N/A
SANDY PEREZ/DIANNA RAMIREZ CONTRACT ADMINISTRATOR	A²	ADMIN	Day						40	165	165	165	165	165	165	1,030	80	80						160	1,150.00	7.21	N	N/A
			Night													-								-	-		N	N/A
BRIDGE INSPECTORS																												
ANDREW LEUCKER SENIOR BRIDGE INSPECTOR #2	A²	BRIDGE CREW #3 & 4	Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-
JAVIER TILANO, P.E. SENIOR BRIDGE INSPECTOR #4	A²	BRIDGE CREW #2	Day						40	165	165	165	165	165	165	1,030	165	165						330	1,980.00	8.24	Y	205.00
			Night													-								-	-		Y	-
ROBERT JOSHUA SENIOR BRIDGE INSPECTOR #6	FIGG	BRIDGE CREW #1	Day						40	165	165					370								-	370.00	2.24	Y	56.30
			Night													-								-	-		Y	-
SENIOR BRIDGE INSPECTOR	A²		Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-
SENIOR BRIDGE INSPECTOR			Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-
SENIOR BRIDGE INSPECTOR	DRMP		Day													-								-	-	-	Y	-
	DRMP		Night													-								-	-		Y	-
DAVE CATRON, E.I. SENIOR BRIDGE INSPECTOR #3	DRMP	BRIDGE CREW #3 & 4	Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-
Manny Moran BRIDGE INSPECTOR #1	DRMP	Roadway	Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-
BRIDGE INSPECTOR #5	A²		Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-
BRIDGE INSPECTOR #7	A²		Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-
Roger Dalger BRIDGE INSPECTOR #8	RK&K		Day							165	165	165	165	165	165	990	165							165	1,155.00	7.00	Y	173.00
			Night													-								-	-		Y	-
ROADWAY INSPECTORS																												
JOHNNY MARSHALL SENIOR ROADWAY INSPECTOR	A²		Day								165	165	165			495								-	495.00	3.00	Y	75.00
			Night													-								-	-		Y	-
DAVE HOWARD SENIOR ROADWAY INSPECTOR #2	A²	RAMP J, TERMINUS & SOUTH ACCESS	Day							165	165	165	165	165	165	990	165	165						330	1,320.00	8.00	Y	159.00
			Night													-								-	-		Y	-
SENIOR ROADWAY INSPECTOR #1	A²	RAMP G & H	Day													-								-	-	-	Y	-
			Night													-								-	-		Y	-

A2 Group, Inc.
4303 Vineland Rd Suite # F3
Orlando, FL 32811
Ph (407) 447-5610 Fx (407) 447-9659

Exhibit A

CEI ESTIMATE OF WORK EFFORT

A² Group, Inc.
CEI ESTIMATE OF WORK EFFORT

A² GROUP, INC. (A²) Prime Consultant	FIGG BRIDGE INSPECTIONS, INC (FIGG) Sub-Consultant	DYER, RIDDLE, MILLE & PRECOURT (DRMP) Sub-Consultant	GANNETT FLEMING (GF) Sub-Consultant
	RUMMEL, KLEPPER & KAHL, LLP (RK&K) Sub-Consultant	ROBERT W. HUNT (RWH) Sub-Consultant	NODARSE & ASSOCAITES (NA) Sub-Consultant
	GEOTECH CONSULTANTS INTERNATIONAL, INC. (GCI) Sub-Consultant	KTA-TATOR (KTA) Sub-Consultant	ECHEZABAL & ASSOCIATES/SURVEYING

Project Desc: SR-417 AND BOGGY CREEK INTERCHANGE - 417-301C
Length: Project Miles
Month (s): 8 Estimated Length of contract time
County: Orange County

Date of Estimate: 7/25/2015 | No | Initial Estimate | Yes | Revised Estimate No.
If Revision, give reason:
Estimator: Alberto G Ribas, P.E Title: Senior Project Engineer
Consultant: A² Group, Inc. Note:

STAFF CLASSIFICATION	Firm	AREA	Shift	2015 1 J	2 F	3 M	4 A	5 M	6 J	7 J	8 A	9 S	10 O	11 N	12 D	2015 Total Hours 2015	2016 13 J	14 F	15 M	16 A	17 M	18 J	19 J	TOTAL HOURS - MONTHS 2016 Total Hours 2016	Total	Total Months	O.T. Applicable O.T.	O.T. 1.5 Applicable O.T.
SENIOR ROADWAY INSPECTOR		RAMPS I, I-1 C-2, D-1	Day													-							-	-		Y	-
			Night													-							-	-		Y	-
NATHAN MOORE ROADWAY INSPECTOR #4	RK&K		Day		-											-							-	-	-	Y	-
			Night													-							-	-		Y	-
TBD ROADWAY INSPECTOR #3	GCI	Contingent on SEMA's night schedule	Day	-	-	-	-				-					-							-	-	-	Y	-
			Night													-							-	-		Y	-
ARNALDO SALAZAR ROADWAY INSPECTOR #5	DRMP		Day							165	165	165	165			660							-	660.00	4.00	Y	99.00
			Night													-							-	-		Y	-
BUILDINGS INSPECTORS																											
NABEEL ALADHAA BUILDING INSPECTOR	GCI	BLDG	Day							30	40	40				120							-	120.00	0.75	Y	18.00
			Night													-							-	-		Y	-
ROBERT MOULTON SENIOR ITS/ELECTRICAL INSPECTOR	A²	ITS/ELECT	Day							165	80	80	80			405							-	405.00	2.00	Y	61.00
			Night													-							-	-		Y	-
GANNETT FLEMING/WILLIAMS EARTH SCIENCES GEOTECHNICAL/MATERTIAL TESTING	GF	SUB	Day													-							-	-	-	N/A	-
			Night													-							-	-		N/A	-
KTA-TATOR COATINGS INPECTIONS	KTA	SUB	Day													-							-	-	-	N/A	-
			Night													-							-	-		N/A	-
BUREAU VERITAS/ROBERT W. HUNT STRUCTURAL STEEL PLANT INSPECTIONS	RWH	SUB	Day													-							-	-	-	N/A	-
			Night													-							-	-		N/A	-
NODARSE ASPHALT/PRECAST PLANT INSPECTIONS	N&A	SUB	Day													-							-	-	-	N/A	-
			Night													-							-	-		N/A	-
ECHEZABAL & ASSOCIATES SURVEYING	EA	SUB	Day													-							-	-	-	N/A	-
			Night													-							-	-		N/A	-
Total				-	-	-	-	-	360	1,855	1,935	1,770	1,730	1,320	1,155	10,645	1,670	905	-	-	-	-	-	1,975	12,620.00			894.00

A2 Group, Inc.
4303 Vineland Rd Suite # F3
Orlando, FL 32811
Ph (407) 447-5610 Fx (407) 447-5599

Exhibit A

Amendment 1 Recap

A² Group, Inc.
Summary of Estimated Costs
SR-417 AND BOGGY CREEK INTERCHANGE

	A	B	C	D (a - b)	E	F	G (a - b + f)		
	Contract Limits	Amount to Date Thru 06/21/2015	%	Contract Balance 6-21-2015	%	Estimated Work to complete	Funds needed to Complete Project	Regular Hours Recap	O.T. Hours Recap (15%)
Prime									
A² Group, Inc.	$ 3,214,908.61	$ 3,039,931.03	94.56%	$ 174,977.58	5.44%	$ 920,604.79	$ (745,627.21)	8,850.00	539.00
Subconsultants									
Echezabal & Associates	$ 1,174.24	$ 1,174.24	100.00%	$ -	0.00%	$ -	$ -	-	-
Figg Engineering (Base Contract)	$ 800,674.28	$ 605,458.33	75.62%	$ 195,215.95	24.38%	$ 174,957.01	$ 20,258.94	1,235.00	56.00
RK&K	$ 283,494.71	$ 263,080.00	92.80%	$ 20,414.71	7.20%	$ 90,040.27	$ (69,625.56)	1,155.00	174.00
DRMP	$ 384,056.34	$ 319,425.01	83.17%	$ 64,631.33	16.83%	$ 53,259.95	$ 11,371.38	660.00	99.00
GCI Incorporated	$ 197,495.11	$ -	0.00%	$ 197,495.11	100.00%	$ 12,575.34	$ 184,919.77	120.00	18.00
Gannett Flemming	$ 219,200.50	$ 219,200.50	100.00%	$ -	0.00%	$ -	$ -		
KTA	$ 40,000.00	$ 13,255.90	33.14%	$ 26,744.10	66.86%	$ -	$ 26,744.10		
Bureau Veritas	$ 50,000.00	$ 14,139.46	28.28%	$ 35,860.54	71.72%	$ -	$ 35,860.54		
Terracon	$ 107,246.50	$ 67,864.25	63.28%	$ 39,382.25	36.72%	$ 10,000.00	$ 29,382.25		
Contingency Fund	$ 101,749.71	$ 69,361.07	68.17%	$ 32,388.64	31.83%	$ -	$ 32,388.64		
Totals	$ 5,400,000.00	$ 4,612,889.79	85.42%	$ 787,110.21	14.58%	$ 1,261,437.36	$ (474,327.15)	12,020.00	886.00
							Manpower Schedule	12,020.00	886.00
							Diff	-	-

Recap		
Original Contract	$ 5,400,000.00	$ 5,400,000.00
Work Effort Required to Complete	$ 1,261,437.36	
Contract Deficit	$ (787,110.21)	
Estimated Ending Contract (Feb 2016)	$ 5,874,327.15	$ 5,874,327.15
Net Value of Amendment 1 (7/2015 - 2/2016)	→	$ 474,327.15

Exhibit A

8/13/2015

A2 Group, Inc.
4303 Vineland Rd Suite # F3
Orlando, FL 32861
Ph (407) 447-5610 Fx (407) 447-5659

AGREEMENT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
A2 GROUP, INC.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
S.R. 417/BOGGY CREEK ROAD INTERCHANGE IMPROVEMENTS
CONTRACT NO. 000771

CONTRACT DATE: SEPTEMBER 13, 2012
CONTRACT AMOUNT: $5,400,000.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

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

FOR

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES S.R. 417/BOGGY CREEK ROAD INTERCHANGE IMPROVEMENTS

CONTRACT NO. 000771

SEPTEMBER 2012

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

Section	Title
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
VR	Vehicle Registration Form

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 000771

THIS AGREEMENT, made and entered into this 13th day of September, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and A2 GROUP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 4303 Vineland Road, Suite F3, Orlando, Florida 32811.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by the AUTHORITY for Project No. 417-301, S.R. 417/Boggy Creek Road Interchange Improvements.

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

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

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

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

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect beginning on October 1, 2012, and for a period of three (3) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 24 months.

4.0 PROJECT SCHEDULE

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

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial

progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

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

Gannett-Fleming	EarthCam
DRMP	KTA-Tator
RK&K	Bureau Veritas North America, Inc.
GCI, Inc.	Echezabal & Associates, Inc.
Nodarse & Associates, Inc.	Figg Bridge Inspection, Inc.

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Project No. 417-301 including, but not necessarily limited to, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $5,400,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for AUTHORITY costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in services furnished under this Agreement.

The AUTHORITY may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in the AUTHORITY's best interest.

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

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Director of Construction.

11.0 ADJUSTMENTS

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

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

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished

under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The

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

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

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

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

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

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

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

16.0 COMMUNICATIONS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

17.0 STANDARD OF CONDUCT

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

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

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

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

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

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on June 27, 2012.

A2 GROUP, INC.

BY: _____
Authorized Signature

Print Name: Alberto G. Ribas

Title: President

ATTEST: _____ V. Pres. (Seal)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Print Name: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

Exhibit A
Scope of Services

Exhibit A
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

The AUTHORITY requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by the AUTHORITY, for the Project No. 417-301, S.R. 417/Boggy Creek Road Interchange Improvements.

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

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

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

II. GENERAL REQUIREMENTS

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

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

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Agreement and for a period of three (3) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 24 months.

IV. SERVICES

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

A. General

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

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

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

B. Resident Inspection

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

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

C. Testing

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

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

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

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

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

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

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

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

D. Management Engineering Services

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

Services include, but are not limited to the following:

1. At the direction of the AUTHORITY, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

2. Maintain project files in accordance with the AUTHORITY's methods and utilizing the AUTHORITY's filing system.

3. Receive, review, and recommend acceptance by the Authority of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a roadway and bridge construction diary, including weather.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to the AUTHORITY for review and processing.

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

9. Provide to the contractor interpretations of the plans, specifications, and contract provisions. The CONSULTANT shall consult with the AUTHORITY when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the AUTHORITY may request an interpretation from the General Engineering Consultant and/or Design Engineers.

10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to the AUTHORITY.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.

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

13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to the AUTHORITY covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to the AUTHORITY covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to the AUTHORITY all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record)

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

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

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

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

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

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

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

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

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

V. PERSONNEL

A. General Requirements

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

B. Personnel Qualifications

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

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

C. Staffing

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

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

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

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

D. Licensing for Equipment Operation

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

E. Personnel Training and Experience Standards

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

1. Resident Engineer/Sr. Project Engineer

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

2. Project Engineer/Project Administrator

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

3. Office Engineer/Contract Support Specialist

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

4. Senior Inspector (Roadway/Bridge)

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

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

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

A. Project Construction Contract.

B. Project Construction (Design) Drawings.

C. Project Supplemental Specifications.

D. Project Special Provisions.

E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

F. Copy of the original plan quantities project computation manual.

G. AUTHORITY Construction Project Administration Procedures.

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

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

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

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

A. FDOT Standard Specifications for Road and Bridge Construction, 2010 edition.

B. FDOT Roadway and Traffic Design Standards, 2010 edition.

C. FDOT Structures Design Standards, current edition.

D. FDOT Construction Manual, current edition.

E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

F. FDOT Qualified Products Listing, current edition.

G. FDOT Utility Accommodation Guide, current edition.

H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.

I. FDOT Basis of Estimates and Computation Manual, current edition.

J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

K. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.

L. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

M. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.

N. Project vehicles for AUTHORITY related business. Documentation of mileage for Authority related business will be required.

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

P. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.

Q. Progress photographs, videos, project claim documentation, and expenditures directed by the AUTHORITY's representatives.

R. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to the AUTHORITY and all other software packages determined by the AUTHORITY to be essential to the execution of the Agreement.

S. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

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

The CONSULTANT will be kept advised of project prebid and postbid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the

CONSULTANT shall be ready to assign personnel within two weeks after the AUTHORITY's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

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

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

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

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

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

A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.

B. Replace personnel whose performance has been determined by the AUTHORITY to be inadequate.

C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.

D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

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

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

XI. OTHER SERVICES

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

A. The CONSULTANT will, upon review, approval, and written authorization by the AUTHORITY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

B. The CONSULTANT will, upon written request by the AUTHORITY, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

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

END OF SCOPE

Exhibit B
Method of Compensation

EXHIBIT "B"
METHOD OF COMPENSATION

Orlando-Orange County Expressway Authority
Project No. 417-301
Contract No. 000771

1.0 PURPOSE

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

2.0 COMPENSATION

For satisfactory completion of all services detailed in **Exhibit "A"** (Scope of Services) of this Agreement, the AUTHORITY will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed $5,400,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in **Exhibit "A"** and quantified in **Exhibit "C"**.

2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

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

	$3,575,440.64

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

	$30,401.25

- Fixed Fee/Operating Margin.(Field Services)

A2 Group (Lump Sum)	$279,147.90
Sub-Consultants (Limiting Amount)	$149,904.97

- Direct Project Expenses (As Identified)

Office Set Up Expenses (Allowance)	$0.00
Office Supplies, Utilities, Tools, Equip, Furniture (Lump Sum)	$117,024.64
Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 165 hrs. per month of vehicle presence on the jobsite.) A2 Group $9.18 Figg $9.01 RK&K $8.57 DRMP $9.47 GCI $9.45	$358,381.96

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

(Asphalt & Pre-cast Off Site Inspections) Nodarse	$ 50,000.00
(Geotech, Materials and PDA services) Gannett Fleming	$300,000.00
(Coatings Inspection) KTA -Tator	$ 50,000.00
(Structural Steel Inspections) Bureau Veritas / Robert W. Hunt	$ 50,000.00
(Surveying) Echezabal & Associates	$ 0.00

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; no escalation of salaries has been included; and that bids have not yet been received that establish the value of construction, and therefore have included a contingency to be expended at the sole discretion and prior authorization of the Authority

Contingency (Allowance)	$439,698.64

2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT will receive monthly progress payments as follows: Months 1 – 3 @ $7,000.00 per month, Months 4 – 23 will be paid in equal installments of $4,600.00 per month, and month 24 will be paid at $4,024.64. Unless otherwise agreed upon by the Authority, project expenses will be paid beginning on the 1st month the Consultant's field office for this project is established and operational.

Operating Margin (Lump Sum)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any

unbilled lump sum amount, provided project is completed to the satisfaction of the Authority, will be made on final billing.

LIMITING AMOUNT ELEMENTS

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

Salary Related Costs (Limiting Amount)

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

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

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

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

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

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

ALLOWANCE AMOUNT ELEMENTS

Contingency (Allowance Amount)

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

3.0 INVOICING PROCEDURE

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

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

4.0 RATE ESCALATION PROVISION

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, the Authority will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiations of that rate may occur if both parties agree to do so.

END OF SECTION

CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Award of Contract for
S.R. 417/Landstar Boulevard Traffic Signal Improvements
Contract No. 001102; Project No. 417-129

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on August 20, 2015, for the referenced project. Bid results were as follows:

	Bidder	Bid Amount
1.	Traffic Control Devices, Inc.	$395,231.00
2.	The New Florida Industrial Electric, Inc.	$417,909.01
3.	American Lighting & Signalization, Inc.	$450,010.00
4.	United Signs & Signals, Inc.	$534,449.29

The Engineer's Estimate for this project is $397,962.00.

The Procurement Department has evaluated all bids and has determined the bid from Traffic Control Devices, Inc. (TCD), to be responsible and responsive to the bidding requirements. Award of the contract to TCD in the amount of $395,231.00 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001102 (the "Contract"), made this 10th day of September, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and TRAFFIC CONTROL DEVICES, INC., 242 North Westmonte Drive, Altamonte Springs, Florida 32714, 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. 417-129, S.R. 417/Landstar Boulevard Traffic Signal Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 125 calendar days. The Contract Amount is $395,231.00. This Contract was awarded by the AUTHORITY's Board of Directors at its meeting on September 10, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addendum,
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: _____

TRAFFIC CONTROL DEVICES, INC.

By:_____
Signature

_____
Print Name

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

CONSENT AGENDA ITEM

#4

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: August 25, 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 ($) September 2015	Total Amount ($) to Date*	Time Increase or Decrease
599-519	Advanced Cabling Solutions, Inc.	Systemwide Electronic FON Documentation	703,945.00	26,314.92	(38,559.76)	691,700.16	0
429-621	United Signs & Signals, Inc.	SR 429 Guide Sign Replacement	1,859,383.90	10,583.89	(70,339.97)	1,799,627.82	0
429-305	Southland Construction, Inc.	SR 429/Schofield Rd. Interchange	10,123,000.00	111,310.76	(432,235.53)	9,802,075.23	0
417-301C	SEMA Construction	SR 417/Boggy Creek Rd. Interchange Imp. Phase III	70,900,000.00	1,030,696.52	645,287.71	72,575,984.23	60
528-405	Southland Construction, Inc.	SR 528 Airport ML Toll Plaza Demolition & Ramp Plaza	38,708,813.52	0.00	184,344.33	38,893,157.85	0
417-110	Masci General Contractor, Inc.	SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd.	10,109,586.09	(41,328.84)	23,332.87	10,091,590.12	0
				TOTAL	**$311,829.65**		

* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley
Joe Berenis, P.E.

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

Contract 599-519: Systemwide Electronic FON Documentation
Advanced Cabling Solutions, Inc.
SA 599-519-0915-02

Adjustments for Contract Items
The Authority wishes to adjust the quantities for completed pay items in the Contract. This will adjust the contract quantities to reflect the actual field measured quantities installed under the Contract.

OVERRUN THE FOLLOWING ITEMS:	
Inventory Manhole/Pull Box with Splice	$24,862.00
Inventory Field Equipment Cabinet	$19,602.00
	$44,464.00
UNDERRUN THE FOLLOWING ITEMS:	
Inventory Manhole/Pull Box without Splice	($21,726.76)
Inventory Plaza or Building	($3,325.00)
Fiber Optic Fusion Splice	($1,472.00)
Work Order Allowance	($20,000.00)
Allowance for Disputes Review Board	($5,000.00)
	($51,523.76)
ADD THE FOLLOWING ITEM:	
Liquidated Damage Assessment	($31,500.00)
TOTAL AMOUNT FOR PROJECT 599-519	**($38,559.76)**

Contract 429-621: SR 429 Guide Sign Replacement
United Signs & Signals, Inc.
SA 429-621-0915-02

Adjustments for Contract Items

The Authority wishes to adjust the quantities for completed pay items in the Contract. This will adjust the contract quantities to reflect the actual field measured quantities installed under the Contract.

OVERRUN THE FOLLOWING ITEMS:	
Furnish & Install New Guardrail	$37,122.40
Directional Bore (<6") – 2"	$11,376.58
Furnish & Install Conduit (1" Galvanized) (Surface Mount)	$9,620.65
Remove Multi-Post Sign Assembly	$848.50
Furnish & Install New Sign Panel (15 Sq. Ft. or Less)	$192.20
Remove Sign Panel	$473.50
Furnish & Install Conductor #10 (Insulated)	$20,500.68
Furnish & Install Pull Box Roadside (Moulded)	$1,897.08
Furnish & Install Pull Box Surface Mount	$967.20
	$82,998.79
UNDERRUN THE FOLLOWING ITEMS:	
Furnish & Install Guardrail Flared End Section	($18,904.50)
Furnish & Install Guardrail End Anchorage Assembly (Type II)	($3,271.89)
Furnish & Install Conduit (2" PVC Sch. 40) (Underground)	($6,264.24)
Furnish & Install Conduit (1" Galvanized) (Bridge Mount)	($432.00)
Furnish & Install New Sign Panel (16-100 Sq. Ft)	($764.00)
Furnish & Install Conductor #6 (Insulated)	($8,103.69)
Remove Luminaires On Existing Sign Assembly	($1,657.11)
Relocate Existing Luminaire Bracket Arm on Sign Assembly	($31,471.60)
Furnish & Install LED 6 Driver Box	($26,730.60)
Allowance for Disputes Review Board	($10,000.00)
Work Order Allowance	($45,739.13)
	($153,338.76)
Sub-Total: Adjustments for Contract Items	($70,339.97)
TOTAL AMOUNT FOR PROJECT 429-621	**($70,339.97)**

Contract 429-305: SR 429/Schofield Rd. Interchange
Southland Construction, Inc.
SA 429-305-0915-002

OC-7 & OC-8 Additional Structural Material Cost

The Authority requested the change in structure components for OC-7 and OC-8 per plan revision dated 12/11/14. A plan revision was issued by the Engineer of Record during the shop drawing review process which involved additional structural material costs and involved rework of the previously placed foundation for OC-8.

ADD THE FOLLOWING ITEM:	
OC-7 and OC-8 Additional Structure Material Cost	$79,518.94

Revised Signs for OC-7 and OC-8

The Authority requested a change in signage for OC-7 and OC-8 to accommodate future arterial dynamic message signs.

ADD THE FOLLOWING ITEM:	
Revised Signs for OC-7 and OC-8	$19,808.07
DECREASE THE FOLLOWING ITEM:	
Sign Panel, (F&I) Overhead Mount w/ Lighting (201-300SF)	($5,974.63)
Sub-Total: Revised Signs for OC-7 and OC-8	$13,833.44

Project Aerial Photos

The Authority requested to receive a copy of aerial project photos and agreed to pay for half the cost.

ADD THE FOLLOWING ITEM:	
Project Aerial Photos	$585.64

Composite Pay Factor Adjustments

The Authority wishes to add the following items to allow for Composite Pay Factor adjustments in accordance with Standard Specifications 334-8.3 and 337-12.3. This specification provides for a pay adjustment on asphalt placed with calculated pay factor for proximity to target for characteristics including asphalt binder content and gradation.

ADD THE FOLLOWING ITEMS:	
Lot 1 CPF Adjustment (CPF 0.97)	($5,093.79)
Lot 2 CPF Adjustment (CPF 1.04)	$17,134.15
Lot 3 CPF Adjustment (CPF 1.04)	$10,779.02
Lot 5 CPF Adjustment (CPF 1.03)	$8,586.79
Lot 6 CPF Adjustment (CPF 1.02)	$1,982.54
Lot 10 CPF Adjustment (CPF 1.02)	$2,988.09
	$36,376.80

Fuel Adjustments

The Authority wishes to add the following items to allow for Fuel Price Index adjustments in accordance with General Specification, subarticle 7.2.1.1. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of August 2014 – May 2015. During this period of time $9,587,830.11 of construction was performed/produced. Adjustments were made only if current month Fuel price is greater or less than 5% of Bid/Base Fuel price.

ADD THE FOLLOWING ITEMS:

Bid Month: April 2014 Gas Base Price=2.9960; Diesel Base Price=3.2251

Aug. 2014 Fuel Adj. (Gas Price=2.7015; Diesel Price=2.9803)	($424.28)
Sep. 2014 Fuel Adj. (Gas Price=2.7187; Diesel Price=2.9718)	($955.74)
Oct. 2014 Fuel Adj. (Gas Price=2.5318; Diesel Price=2.7833)	($9,236.94)
Nov. 2014 Fuel Adj. (Gas Price=2.1706; Diesel Price=2.6474)	($4,253.01)
Dec. 2014 Fuel Adj. (Gas Price=1.9837; Diesel Price=2.4271)	($14,461.59)
Jan. 2015 Fuel Adj. (Gas Price=1.5127; Diesel Price=1.9318)	($23,264.31)
Feb. 2015 Fuel Adj. (Gas Price=1.5585; Diesel Price=1.9932)	($45,840.00)
Mar. 2015 Fuel Adj. (Gas Price=1.8263; Diesel Price=2.1668)	($13,341.36)
Apr. 2015 Fuel Adj. (Gas Price=1.7175; Diesel Price=1.9965)	($27,045.20)
May 2015 Fuel Adj. (Gas Price=1.9765; Diesel Price=2.1583)	($345.47)
	($139,167.90)

Bituminous Adjustments

The Authority wishes to add the following items to allow for Bituminous Price Index adjustments in accordance with General Specification, subarticle 7.2.1.1. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of March 2014 – April 2015. Adjustments were made only if current month Bituminous price is greater or less than 5% of Bid/Base Bituminous price.

ADD THE FOLLOWING ITEMS:

Bid Month: April 2014 AC Base Price=2.3662; Polymer Base Price=2.6057

Mar. 2015 Bit. Adj. (AC Price=2.1466; Poly Price=2.7289)	($3,461.43)
Apr. 2015 Bit. Adj. (AC Price=2.0230; Poly Price=2.6057)	($13,908.85)
	($17,370.28)

Thermoplastic Pavement Message Markings

Plan sheet S-19 shows three (3) thermoplastic pavement messages "ONLY". The Authority wishes to add the following item to allow for payment.

ADD THE FOLLOWING ITEM:

Thermoplastic Pavement Message Markings	$630.00

Deletion of Barrier Walls on MOT Phasing

This change is as requested by the Contractor. The Contractor requested to eliminate the barrier wall as shown in SR 429 traffic control plan typical section Phase 1 (plan sheet 143) and maintain the slopes as to be acceptable and safe. Authority staff concurred with the Contractor's request and accepted the proposed credit.

DELETE THE FOLLOWING ITEM:

Barrier Walls on MOT Phase 1	($2,630.88)

Deletion of Temporary Asphalt on Phase 1 MOT on Schofield Rd.

The Contractor requested to eliminate the temporary asphalt on detour as shown on Schofield Rd. traffic control plan typical section Phase 1 (plan sheet 145), due to low traffic counts, and maintain the traffic on

base surface as to be acceptable and safe. Authority staff concurred with the Contractor's request and accepted the proposed credit.

DELETE THE FOLLOWING ITEM:	
Temporary Asphalt on Phase 1 MOT	($6,168.16)

Additional Survey

The Contractor requested compensation for additional surveying costs associated with plan clarifications/Requests for Information (RFI). During design, the Engineer of Record utilized minimal survey and used as-built information and assumptions from the as-built to design this project. There were numerous RFI's submitted to clarify the plans due to actual field conditions not matching the design plans and assumed existing conditions. The work associated with preparing the RFI's and field corrections as a result of the RFI responses required additional survey time. Authority staff has reviewed and concurs with the Contractors request.

ADD THE FOLLOWING ITEM:	
Additional Survey Cost	$23,300.01

Thickness Adjustments for Base Pay Items

The Authority wishes to add the following items to allow for Base Thickness Adjustments in accordance with Standard Specification 200-9. In accordance with the Contract specifications, the Engineer has calculated the following adjustments.

ADD THE FOLLOWING ITEMS:	
Base Group 04 (6" Limerock Base LBR 100) (105% Thick. Adj.)	$2,652.60
Base Group 10 (11" Limerock Base LBR 100) (105% Thick. Adj.)	$7,547.83
6" Soil Cement (300 PSI) (Thick. Adj.)	$1,829.78
12" Soil Cement (300 PSI) (Thick. Adj.)	$7,484.34
	$19,514.55

Quantity Adjustments for Completed Pay Items

The Authority wishes to adjust the quantities for completed pay items in the Contract. This will adjust the contract quantities to reflect the actual field measured quantities installed under the Contract.

UNDERRUN THE FOLLOWING ITEMS:	
Regular Excavation	($848.64)
Embankment	($17,513.00)
Utility Structure, Below Ground, F&I, Electrical/Communication	($27,552.66)
Utility Structure, Above Ground, 1.1-3 CY Pad w/o Cover	($970.50)
Utility Fixtures, Relocate	($13,517.28)
Utility Fixtures, Adjust, Valve Box	($1,063.56)
Asphalt Conc. FC Inc. Bit, FC-5, PG 76-22 (Dark Granite)	($3,927.25)
Asphalt Conc. FC Traffic C, Rubber, FC 12.5, PG 76-22, PMA	($2,735.72)
Misc. Asphalt Pavement	($618.49)
Concrete, Class II, Trench Slab	($11,485.80)
Concrete Ditch Pavement (Non Reinforced)	($4,425.00)
Special Guardrail Post	($2,325.78)
Rumble Strips	($5,227.55)
Rip Rap Fabric-Formed Concrete	($2,430.00)
Fencing (Type A)	($10,222.95)
Fencing (Removal)	($1,005.48)

Sod (Performance Turf)	($138,380.55)
Conduit, F&I, Directional Bore	($2,444.61)
Fiber Optic Cable (12 Strand Fiber) F&I	($250.58)
Fiber Optic Cable (72 Strand Fiber) F&I	($763.97)
Single Post Sign (F&I Ground Mount) (Less Than 12SF)	($9,888.06)
Single Post Sign (F&I Ground Mount) (31+SF)	($5,367.70)
Solid Traffic Stripe (Thermoplastic) (White) (24")	($159.94)
Solid Traffic Stripe (Thermoplastic Preformed) (White) (6")	($5,739.17)
Solid Traffic Stripe (Thermoplastic) (White) (8")	($221.16)
Directional Arrow (PPRT)	($5,168.48)
Solid Traffic Stripe (PPRT) (Contrast) (9")	($1,933.01)
Conductors (F&I) (Insulated) (#6)	($768.96)
Conduit (F&I) (Surface Mount) (RGS)	($6,183.02)
Allowance for Disputes Review Board	($5,000.00)
Work Order Allowance	($223,451.41)
	($511,590.28)

OVERRUN THE FOLLOWING ITEMS:

Superpave Asphalt Conc., Traffic C	$300.49
Superpave Asphalt Conc., Traffic C, PG 76-22	$8,916.20
Concrete Traffic Separator, Special – Variable Width	$86.31
Conduit, F&I, Open Trench	$653.47
Conduit, F&I, Above Ground	$69.90
Pull & Splice Box, F&I, 13"x24"	$1,494.96
Fiber Optic Conduit (2-1" HDPE/SDR II) (Trench or Plow)	$610.60
Fiber Optic Conduit (4-1" HDPE/SDR II) (Trench or Plow)	$233.48
FO Conduit, 4" PVC Outer Duct w/ 2-1" HDPE/SDR II (T or P)	$802.98
Single Post Sign (F&I Ground Mount) (12SF – 20SF)	$15,201.84
Single Post Sign (F&I Ground Mount) (21SF – 30SF)	$10,743.64
Sign Panel, Relocate (<12SF)	$124.91
Retro-Reflective Pavement Markers	$190.40
Solid Traffic Strip (Thermoplastic) (White) (18")	$210.60
Directional Arrows (Thermoplastic)	$1,356.66
Solid Traffic Stripe (Thermoplastic) (Yellow) (18")	$56.16
Solid Traffic Stripe (Thermoplastic) (White) (6")	$2,810.37
Solid Traffic Stripe (Thermoplastic) (Yellow) (6")	$1,274.03
Solid Traffic Stripe (PPRT) (Yellow) (18")	$142.08
Solid Traffic Stripe (PPRT) (White) (8")	$1,695.00
Solid Traffic Stripe (PPRT) (White) (18")	$3,243.56
Skip Traffic Stripe (PPRT) (White) (3'-12') (12")	$1,101.82
Solid Traffic Stripe (PPRT) (Yellow) (6")	$7,373.73
Conductors (F&I) (Insulated) (#4)	$435.48
Conductors (F&I) (Insulated) (#2)	$585.36
Lighting Conductors (F&I) (#8 to #6)	$4,715.04
Lighting Conductors (F&I) (#4 to #2)	$3,194.24
Conduit (F&I) (Underground) (2" Sch 40 PVC)	$3,309.28
	$70,932.59

Sub-Total: Quantity Adjustments for Completed Pay Items	($440,657.69)
TOTAL AMOUNT FOR PROJECT 429-305	**($432,235.53)**

Contract 417-301C: SR 417/Boggy Creek Rd. Interchange Improvements Phase III
SEMA Construction
SA 417-301C-0915-04

Rip-Rap Rubble

This change is requested by the Authority. The Contract plans and Design Revision 2 depict the installation of rubble rip- rap along the west bank of Boggy Creek at the Ramp G Bridge. The rip –rap is required to prevent erosion along the bank line of Boggy Creek and to prevent undermining of the adjacent wall W-13. However, the plan quantity bid (57 Tons) does not account for the amount of rubble rip- rap required.

INCREASE THE FOLLOWING ITEM:

Rip Rap Rubble (645 Tons @ $460.00/TN)	$296,700.00

Sodding

This change is requested by the Authority. The project plans do not call for sod to be placed below the Ramp H & I Bridges on either side of Boggy Creek or within the median area between NB and SB Boggy Creek Road. In addition, FDEP has required additional sod to be placed in the flood plain of Boggy Creek that was not identified in the plans. Staff has reviewed and determined that these areas need to be sodded (~66,800 SY). Payment for sod will be at Contract unit rate bid.

INCREASE THE FOLLOWING ITEM:

Performance Turf (Sod)	$200,400.00

Concrete Sidewalk (4")

This change is requested by the Authority. The project plans do not address sidewalk on Boggy Creek Road. In order to construct the bridge structures on this project, it was necessary to remove and replace approximately 920 SY of existing sidewalk. Staff has reviewed and requests the following:

INCREASE THE FOLLOWING ITEM:

Concrete Sidewalk, 4" Thick	$39,560.00

Concrete Curb & Gutter

This change is requested by the Authority. The project plans do not address curb and gutter on Boggy Creek Road. In order to construct the bridge structures on this project, it was necessary to remove and replace approximately 2,520LF of Type E curb and 2,010LF of Type F curb and gutter. New pay items for this work will be added to the Contract. Staff has reviewed and requests the following:

ADD THE FOLLOWING ITEMS:

Concrete Curb & Gutter, Type E	$38,178.00
Concrete Curb & Gutter, Type F	$28,823.40
	$67,001.40

Fabriform along Boggy Creek under Ramp G

This change is requested by the Authority. The plans did not identify the presence of the existing fabriform within Boggy Creek at Ramp G. To comply with the FDEP permits requirements, it is necessary to remove and replace approximately 589SY of fabriform to allow construction of the Ramp G bridge piers.

ADD THE FOLLOWING ITEM:

Fabriform, 8" Filter Point Mat	$29,090.71

Traffic Control Officer for Sign Structures Pacing Operations

This change is requested by the Authority. The Traffic Control Plans did not identify the pacing operations required for the erection of the sign structures of the project. During Construction, the Engineer of Record provided a revised Traffic Control Plan that implemented pacing operations. The pacing operations required additional Traffic Control Officers that were not included in the Contractor's bid. Staff tracked the actual amount of traffic control officer hours utilized for this item to be 259 hours.

ADD THE FOLLOWING ITEM:

Traffic Control Officer	$12,535.60

Contract Time

Due to the significant variability in the subsurface geotechnical conditions for the foundations of Ramps G, H, I and J an additional 7400 Lf of piling were required. The Authority has evaluated the contract time impact and recommends a non-compensable time extension of 60 calendar days.

Increase Contract Time **60** Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 417-301C	**$645,287.71**

Contract 528-405: SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction
Southland Construction, Inc.
SA 528-405-0915-01

Composite Pay Factor Adjustments

The Authority wishes to add the following item to allow for Composite Pay Factor adjustments in accordance with Standard Specification 334-8.3. This specification allows for a pay item adjustment on asphalt with calculated pay factors.

ADD THE FOLLOWING ITEMS:	
Lot 2 CPF Adjustment (CPF 1.01)	$2,243.22
Lot 3 CPF Adjustment (CPF 1.05)	$7,828.14
Lot 4 CPF Adjustment (CPF 1.01)	$763.39
	$10,834.75

Canal Excavation at OS-13

This change is as requested by the Authority. As detailed in project RFI #30, in order to meet the intent of the plans and maintain the historical drainage pattern throughout this location, the canal that extends from OS-13 northward under McCoy Rd. needed to be cleaned out of existing silts and mud.

ADD THE FOLLOWING ITEM:	
Canal Excavation at OS-13	$21,092.85

Replace Strain Poles at Conway Rd.

The Authority wishes to remove and dispose of the existing strain poles (4 each) and replacing them with 4 new type P-VIII strain poles. This work will also include all necessary handling of the span wires and signal heads and maintenance of traffic for the replacement of the poles.

ADD THE FOLLOWING ITEM:	
Replace Strain Poles at Conway Rd. Intersection	$70,821.85

Slope Pavement Repair at Via Flora

This change is as requested by the Authority. Existing conditions on the west side of the SR 528 bridge over Via Flora required repairs to bulges and washouts before cladding walls could be constructed per plan.

ADD THE FOLLOWING ITEM:	
Slope Pavement Repairs – Via Flora (West)	$23,868.71

New Slope Pavement

This change is as requested by the Authority. Contract plans did not account for the required construction of slope pavement during the widening of the SR 528 bridge over Via Flora and the SR 528 bridge over Daetwyler.

ADD THE FOLLOWING ITEM:	
New Slope Pavement Installation	$57,726.17

TOTAL AMOUNT FOR PROJECT 528-405	**$184,344.33**

Contract 417-110: SR 417 Widening, Curry Ford Rd. to Lake Underhill Rd.
Masci General Contractor, Inc.
SA 417-110-0915-006

Quantity Adjustments for Completed Pay Items

The Authority wishes to adjust the quantities for completed pay items in the Contract. This will adjust the contract quantities to reflect the actual field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:	
Superpave Asphalt Conc., Traffic C	$43,068.24
Superpave Asphalt Conc., Traffic D	$252,806.97
Asphalt Friction Course, FC-5, PG 76-22	$1,450.95
Friction Course, FC-12.5	$8,345.33
Clean & Coat Existing Concrete Surface, Class 5	$6,470.76
Concrete Ditch Pavement (Non Reinforced), 3"	$7,533.60
Exist. Overhead Sign Structure Upright Painting	$9,100.00
Conduit (F&I) (Open Trench)	$2,608.65
Fiber Optic Cable (1-2") HDPE/SDR 11 (Trench)	$1,643.40
Split BSP (6") (Trench)	$275.00
Thermoplastic (Standard) (White) (Solid) (12")	$85.25
PPRT (White) (Solid) (18")	$1,367.95
PPRT (Yellow) (Solid) (6")	$5,118.25
PPRT (White/Black Contrast) (Solid) (9")	$8,270.99
PPRT (White/Black Contrast) (Skip) (9")	$2,567.31
Lighting Conductors (#8 to #6)	$2,773.75
Lighting Conductors (#4 to #2)	$530.10
Light Pole Complete, Remove	$475.00
	$354,491.50
DECREASE THE FOLLOWING ITEMS:	
Superpave Asphalt Conc., Traffic B	($26,030.03)
Superpave Asphalt Conc., Traffic D, PG 76-22	($25,398.93)
Misc. Asphalt Pavement	($3,523.95)
Conduit (F&I) (Directional Bore)	($210.00)
Conduit (F&I) (Bridge Mount)	($611.00)
Fiber Optic Cable (1-2") HDPE/SDR 11 (Directional Bore)	($4,008.00)
Fiber Optic Cable 4" BSP Outer Duct w/ 1-2" HDPE/SDR 11 (Trench)	($825.00)
Retro-Reflective Pavement Markers	($277.95)
Thermoplastic (Standard) (White) (Solid) (24")	($1,587.30)
Thermoplastic (Standard) (White) (Message)	($840.00)
Thermoplastic (Standard) (White) (Arrows)	($285.00)
PPRT (White) (Solid) (8")	($4,796.55)
PPRT (White) (Solid) (12")	($31.80)
PPRT (White) (Skip) (12")	($147.19)
PPRT (Yellow) (Solid) (8")	($5,735.87)
PPRT (Yellow) (Solid) (18")	($8,942.45)
Work Order Allowance	($261,828.33)
	($345,079.35)
Sub-Total: Quantity Adjustments for Completed Pay Items	$9,412.15

Fuel Adjustments

The Contract contains provisions for fuel price index adjustments. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of May 2014 – May 2015. During this period of time $6,952,279.89 of construction was performed/produced. Adjustments were made only if current month fuel price is greater or less than 5% of bid base fuel price.

ADD THE FOLLOWING ITEMS:

Bid Month: October 2013 Gas Base Price=2.6418; Diesel Base Price=3.0811

May 2014 Fuel Adj. (Gas Price=2.9228; Diesel Price=3.1818)	($2.24)
June 2014 Fuel Adj. (Gas Price=2.8927; Diesel Price=3.0632)	($1.91)
Oct. 2014 Fuel Adj. (Gas Price=2.5318; Diesel Price=2.7833)	($2.24)
Nov. 2014 Fuel Adj. (Gas Price=2.1706; Diesel Price=2.6474)	($31.58)
Dec. 2014 Fuel Adj. (Gas Price=1.9837; Diesel Price=2.4271)	($4.90)
Jan. 2015 Fuel Adj. (Gas Price=1.5127; Diesel Price=1.9318)	$6.05
Feb. 2015 Fuel Adj. (Gas Price=1.5585; Diesel Price=1.9932)	($11,589.07)
Mar. 2015 Fuel Adj. (Gas Price=1.8263; Diesel Price=2.1668)	($267.36)
Apr. 2015 Fuel Adj. (Gas Price=1.7175; Diesel Price=1.9965)	($9,372.71)
May 2015 Fuel Adj. (Gas Price=1.9765; Diesel Price=2.1583)	($87.89)
	($21,353.85)

Bituminous Adjustments

The Contract contains provisions for bituminous price index adjustments. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of Sept. 2014 – May 2015. Adjustments were made only if current month bituminous price is greater or less than 5% of bid base bituminous price.

ADD THE FOLLOWING ITEMS:

Bid Month: October 2013 AC Base Price=2.3595; Polymer Base Price=3.0709

Sep. 2014 Bit. Adj. (AC Price=2.6021; Poly Price=3.2718)	$17.01
Oct. 2014 Bit. Adj. (AC Price=2.5888; Poly Price=3.2575)	$6.41
Nov. 2014 Bit. Adj. (AC Price=2.4871; Poly Price=3.1579)	$14.69
Feb. 2015 Bit. Adj. (AC Price=2.2914; Poly Price=2.9048)	($171.45)
Mar. 2015 Bit. Adj. (AC Price=2.1466; Poly Price=2.9048)	($39.72)
Apr. 2015 Bit. Adj. (AC Price=2.023; Poly Price=2.6057)	($10,578.98)
May 2015 Bit. Adj. (AC Price=1.9365; Poly Price=2.5343)	($151.95)
	($10,903.99)

Optional Base Group Thickness Adjustments

The Contract contains provisions for thickness adjustments on Optional Base Group pay items. In accordance with Contract specifications 285-8, the Engineer has calculated the adjustments for the optional base group pay items.

ADD THE FOLLOWING ITEMS:

Optional Base Group 04 Thickness Adj.	$9,665.95
Optional Base Group 11 Thickness Adj.	$10,781.15
	$20,447.10

Composite Pay Factor Adjustments

The Contract contains provisions to allow for Composite Pay Factor adjustments in accordance with Specification 334-8.3. This specification provides for a pay adjustment on asphalt placed based on calculated pay factors for proximity to target for characteristics including pavement density, air voids, asphalt content and gradation.

ADD THE FOLLOWING ITEMS:	
Lot 1 CPF Adjustment (CPF 1.02)	$4,604.80
Lot 2 CPF Adjustment (CPF 1.01)	$1,961.01
Lot 3 CPF Adjustment (CPF 1.02)	$4,093.25
Lot 4 CPF Adjustment (CPF 1.03)	$6,907.20
Lot 5 CPF Adjustment (CPF 1.03)	$6,484.20
Lot 6 CPF Adjustment (CPF 1.02)	$1,010.18
Lot 9 CPF Adjustment (CPF 0.94)	($13,052.12)
Lot 10 CPF Adjustment (CPF 1.03)	$3,989.74
Lot 11 CPF Adjustment (CPF 1.01)	$1,991.29
Lot 16 CPF Adjustment (CPF 0.95)	($5,893.38)
Lot 18 CPF Adjustment (CPF 0.98)	($4,166.05)
Lot 20 CPF Adjustment (CPF 1.03)	$4,134.13
Lot 21 CPF Adjustment (CPF 1.04)	$2,969.56
Lot 24 CPF Adjustment (CPF 1.04)	$2,805.59
Lot 25 CPF Adjustment (CPF 0.98)	($2,035.95)
Lot 26 CPF Adjustment (CPF 1.04)	$9,928.01
	$25,731.46
TOTAL AMOUNT FOR PROJECT 417-110	**$23,332.87**

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Relocation of Overhead Transmission Lines
S.R. 429 Systems Interchange
Project No. 429-204; Contract No. 001123

Board approval is requested to reimburse Duke Energy for the cost to relocate overhead transmission lines on Plymouth Sorrento Road. The current locations of the lines are in conflict with the construction of the referenced project.

Payment will be based on the actual cost invoiced by Duke Energy which should not exceed $1,645,851.97. The estimate has been reviewed by our Wekiva Parkway Corridor Consultant who has determined that the amount is reasonable for the work to be performed.

MEMORANDUM

ch2m:

Wekiva Parkway 429-204 (2B)
Duke Energy - Transmission Relocation Cost Review

PREPARED FOR: Glenn Pressimone
Directory of Engineering

PREPARED BY: Scott Bear SNB

DATE: August 24, 2015

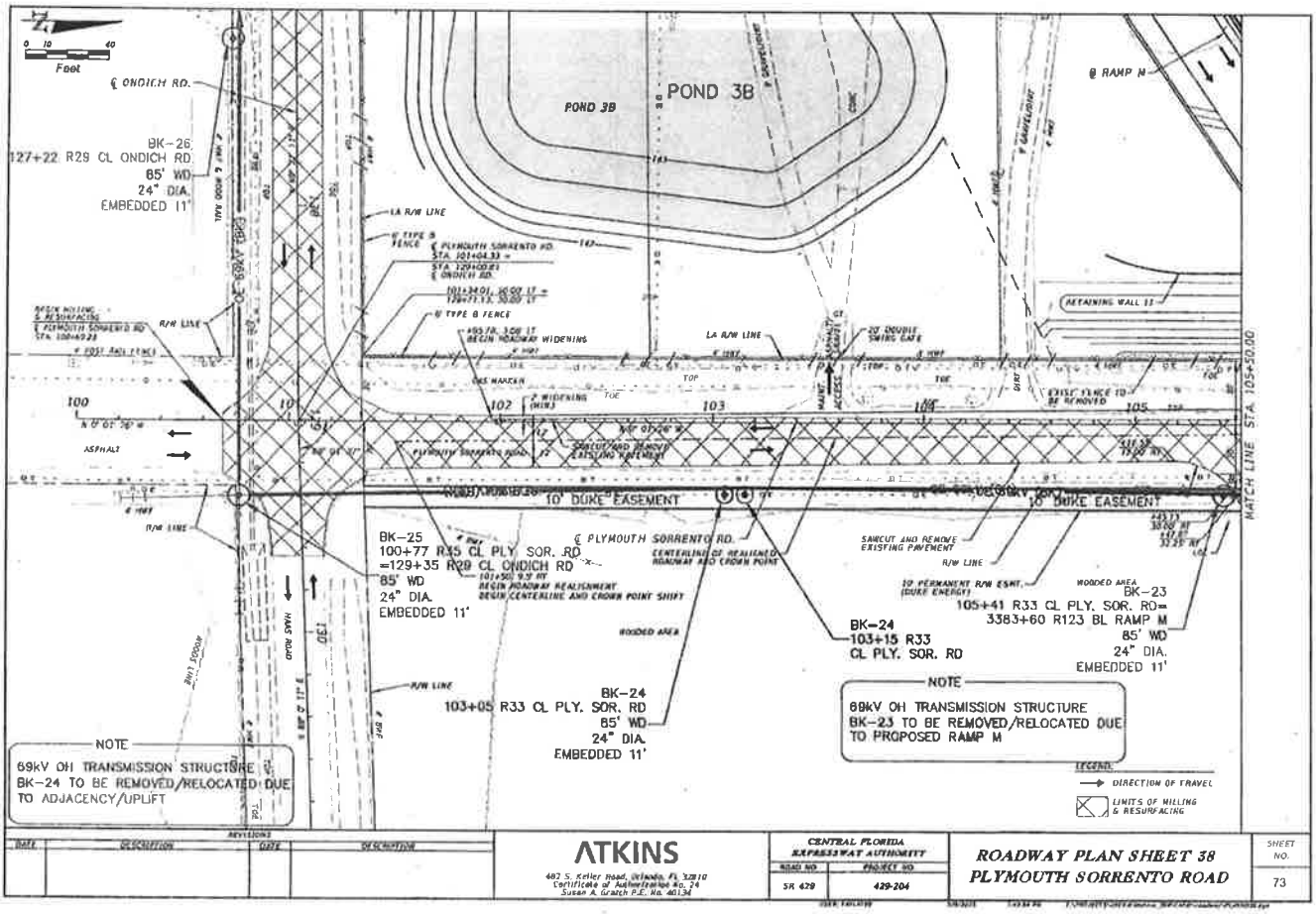
CH2M HILL was provided the Utility Estimate Summary for the costs associated with Duke Energy – Transmission's temporary facility relocations associated with the above referenced section of Wekiva Parkway. In addition to the Utility Estimate Summary, Duke submitted their red/green/brown Utility Relocation plans reflecting the changes proposed in the Utility Estimate Summary.

Our staff utilized these two pieces of information and the proposed construction plans prepared by Atkins North America for Wekiva Parkway to review the anticipated relocation costs for reasonableness and consistency with industry standards. Further, our staff compared the 429-204 Utility Estimate Summary to the 429-202 Utility Estimate Summary for comparison of costs and anticipated expenses.

The Duke Energy Transmission package was fairly straight forward based upon the preliminary Utility Relocation Plans submitted. It is important to note these plans are not final construction plans, but demonstrate the intent Duke has for their temporary and permanent facilities.

After review of the Transmission package, the estimate appears to be reasonable for the work anticipated. As with the 429-202 Utility Estimate Summary, the 429-204 package provided by Duke Energy Transmission staff did not include their proprietary detailed cost information, so our determination is based upon utilizing generally accepted practices and ranges for similar projects CH2M HILL has designed elsewhere in the country for other electric utility agencies as well as those provided by Duke Energy on the previous Wekiva Parkway section.

Copies of the cost estimates, relocation plans, red/green/brown plans and relocation schedules for both Transmission and Distribution are attached as reference to this memorandum.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

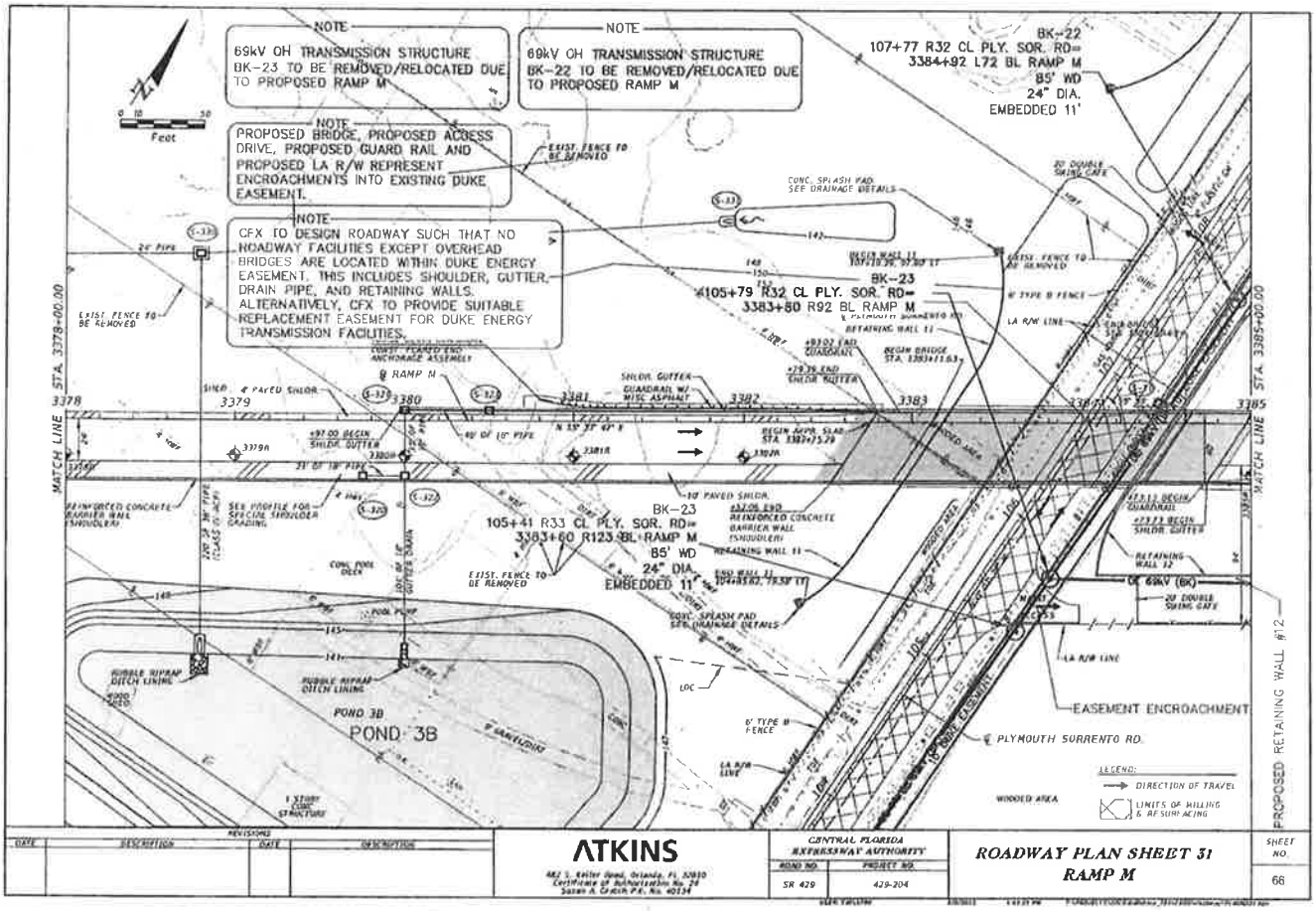
ATKINS

402 S. Keller Road, Orlando, FL 32810
Certificate of Authorization No. 24
Susan A. Gratch P.E. No. 46134

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 429	429-204

ROADWAY PLAN SHEET 38
PLYMOUTH SORRENTO ROAD

SHEET NO. 73



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ATKINS

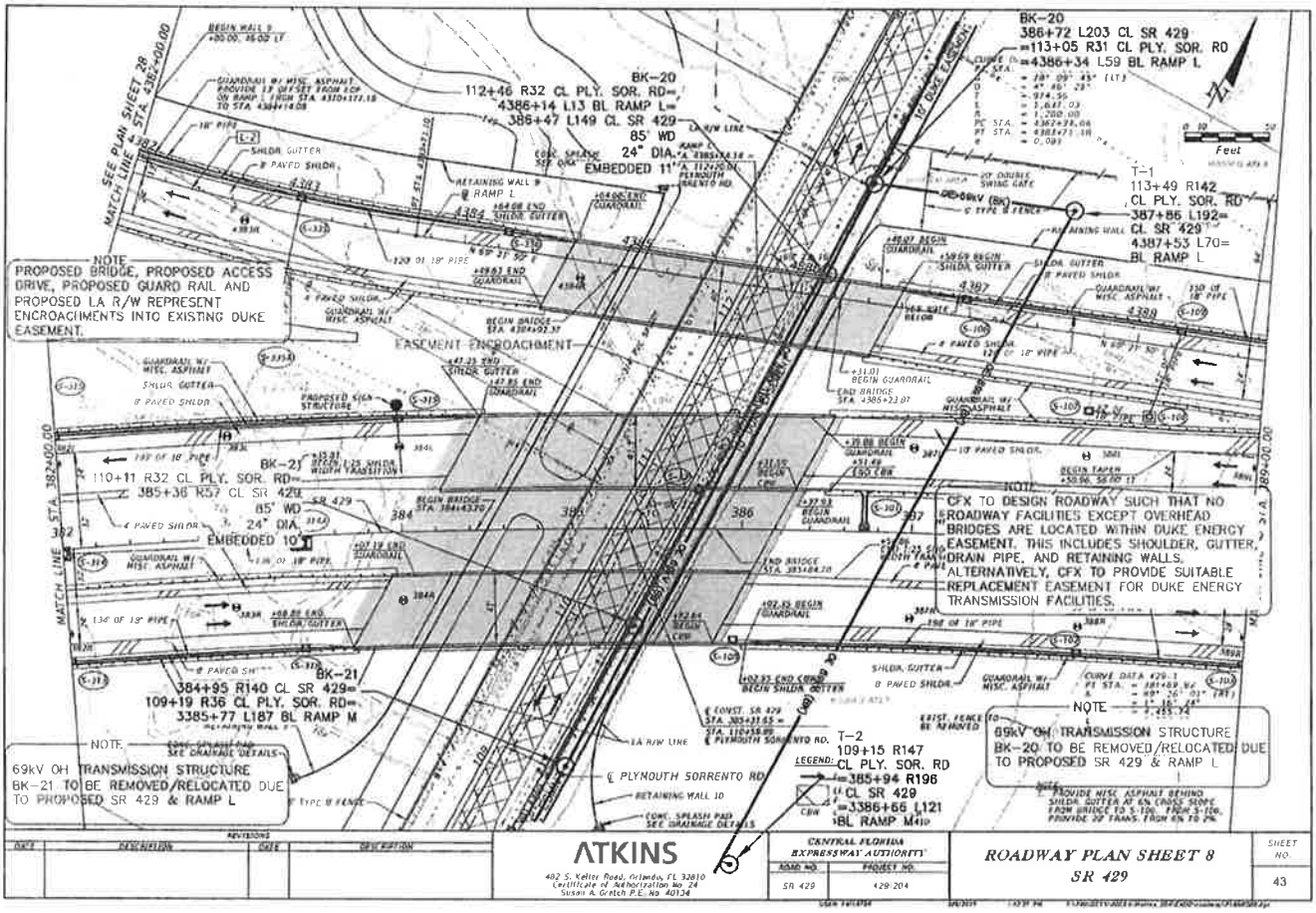
462 S. Keller Road, Orlando, FL 32810
Certificate of Authorization No. 28
Susan A. Cavin P.E. No. 40134

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ROAD NO.	PROJECT NO.
SR 429	429-204

ROADWAY PLAN SHEET 31
RAMP M

SHEET NO. 66



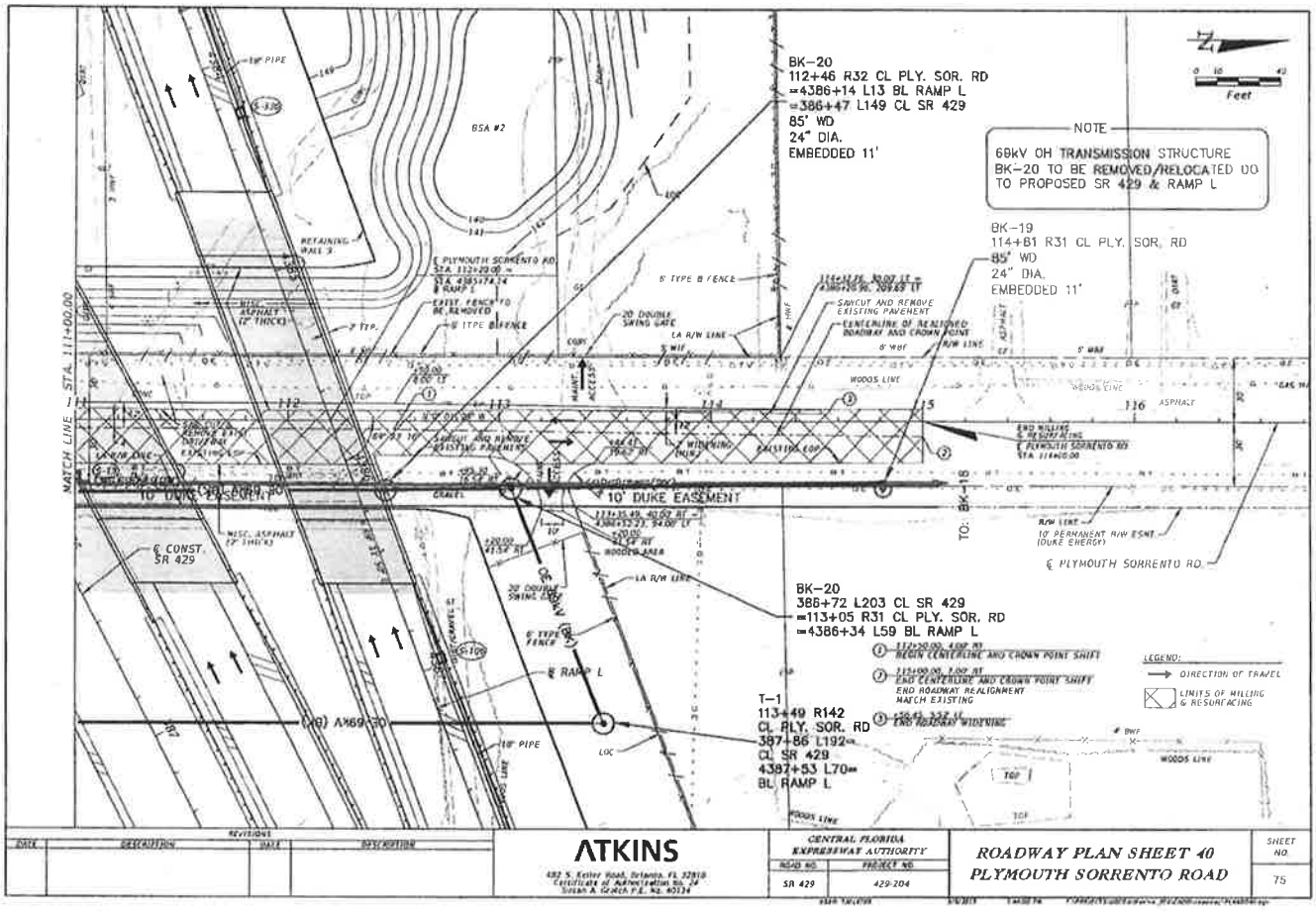
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ATKINS
402 S. Keller Road, Orlando, FL 32810
Certificate of Authorization No 24
Susan A. Gritch P.E. No 40134

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 429	429-204

ROADWAY PLAN SHEET 8
SR 429

SHEET NO. 43



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ATKINS

432 S. Keller Road, Orlando, FL 32810
Certificate of Authorization No. 24
Susan A. Gorich P.E. No. 40134

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 429	429-204

ROADWAY PLAN SHEET 40
PLYMOUTH SORRENTO ROAD

SHEET NO. 75

2451T2 - BK 69kV Wekiva Pkwy_OOCEA
431081-1-32-01 Orange Co
UTILITY ESTIMATE SUMMARY

Financial Management No.: 431081-1-32-01	**Federal Aid No.: 431081-1-32-01**
County: Orange	**State Road No.: 2451T2 - BK 69kV Wekiva Pkwy_OOCEA 431081-1-32-01 Orange Co**

Utility Agency/Owner (UAO): DUKE ENERGY FLORIDA, D/B/A DUKE ENERGY-TRANSMISSION

TYPE OF WORK ESTIMATED: (Mark "X" in appropriate box(es).)

Engineering	Relocation/ Installation	Items(s)
☒	☒	Force Account
☐	☐	Lump Sum
☐	☐	Third Party Contract
☐	☐	Other _____

Estimate Summary: (If more than one work order complete "Total" column)

R/W (Acquisition Only)			
Construction Engineering			$ 288,934.10
Construction Labor			$ 706,740.89
Materials & Supplies			$ 534,593.80
Materials Handling Charges			$ -
Transportation & Equipment			$ -
Contract Construction			$ -
Miscellaneous Expense			$ -
Inspection Costs			$ -
General Overhead Costs (15%)			$ 115,583.18
GROSS RELOCATION COSTS:			$ -
*Salvage			$ -
*Betterment			$ -
*Expired Service Life			$ -
*Nonreimbursable			$ -
TOTAL CREDITS:	( )	( )	( )
TOTAL REIMBURSABLE COSTS:			$ 1,645,851.97
*% To be Applied to Final Billing for Credits Due Project.	(%)	(%)	(%)

Submitted for the utility owner by: Joel Chatham (Print Name) August 6, 2015 (Date)

Signature

Project Title: Wekiva Parkway - Segment 2B	County Road Number: N/A
State Road No: 429	City Road: N/A
	Project No: 429-204

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 CFX Project Construction	
Material Procurement	210	During CFX Project Construction	78
Right-of-way Acquisition	0	Total	78
Other	65		
Total	365		

This document has been developed as a method for a Utility Agency/Owner (UAO) to transmit to the Central Florida Expressway Authority (CFX), 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 March 2015. 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 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 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: Joel Chatham Telephone Number: 407-942-9640

This UAO's Field Representative: George Baxter Telephone Number: 727-483-3242

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."

x No changes to forms document.
_____ Appendix "Changes to Forms Document" is attached. _____ Number of Attachment Pages.

Authorized Utility Agent:

Edward Burkot — 8-11-2015
(Signature) (Date)
Ed Burkot
(Printed Name)
Senior Engineer
(Title)

Acceptance by CFX:

Joseph Berenis — 8/14/15
(Signature) (Date)
Joseph Berenis, P.E.
(Printed Name)
Deputy Executive Director
(Title)

Project Title: Wekiva Parkway - Segment 2B	County Road Number: N/A
State Road No: 429	City Road: N/A
	Project No: 429-204
UTILITY AGENCY/OWNER (UAO): Duke Energy Transmission	
B.	Special Conditions / Constraints

1) The Duke Energy Transmission (DET) existing facilities indicated on the attached plans are shown as they existed on 02/2012, in reference to the drawings dated 3/2015. Please contact the DET UAO representative previously listed to ensure that changes have not taken place and if so, what those changes are prior to performing any work that may be dependent upon the DET facilities' location and related data.

2) When requesting outages, the contractor must follow these guidelines:

i. The roadway contractor must provide an outage package indicating: the scope of work, start to finish schedule, type of equipment utilized, contractor team contact information, design drawings and other information as identified by DET as necessary. Outage initiation requires a minimum of 21-days from the approval of the outage package.

In cases where multiple transmission lines are impacted by the project, DET will only allow one circuit out of service at any given time.

ii. 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.) DET will ask the roadway contractor, within a two hour period, to shut down any construction that would restrict DET construction crews from placing the de-energized line back into service.

iii. Typically, any de-energizing of any DET 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 the UAO representative previously listed.

iv. Typically an outage cannot exceed a two-week duration; a new request may be required if additional outage time is needed.

v. DET can NOT guarantee that the roadway contractor will get the approval for the outage; it is the contractor's responsibility to follow up with the above-listed contact.

vi. 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 advance notification vii. In cases where multiple transmission lines are impacted by the project, DET will only allow one circuit out of service at any given time.

viii. A responsible representative from the roadway contractor's staff will attend all daily and necessary pre-job briefing meetings conducted by DET.

3) This project is to be constructed in the vicinity of energized 69kV OH transmission.

4) When doing any work or task under or near any DET facilities, all NESC & OSHA guidelines must be adhered to.

5) Any relocation of existing or proposed DET facilities beyond what is described in this document that is required to accommodate construction will require notice sufficient to cover analysis, design, material logistics & mobilization/demobilization.

6) When the roadway contractor is excavating around DET 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 previously listed to arrange for a field meeting.

7) No grading is allowed within any DET easement without prior approval from Asset Protection

8) The DET Project Representative shall be notified by the CFX or roadway contractor when any dependent activities are completed.

9) All relocation activities by DET will be performed during regular working hours. No night time activities will be performed unless otherwise coordinated in advance.

10) DET & DET contractor crews availability may be affected or limited due to DET requirement to respond to emergency conditions on or off of the DET system. This emergency response condition may affect this project's construction schedule

11) Removal of DET facilites is contigent upon all joint users vacating DET's structures.

12) Proposed light poles 414 & 211 are not to be installed until after the temporary transmssion circuit is removed

Project Title: Wekiva Parkway - Segment 2B	County Road Number: N/A
State Road No: 429	City Road: N/A
	Project No: 429-204
UTILITY AGENCY/OWNER (UAO): Duke Energy Transmission	
B.	**Special Conditions / Constraints**

Conditions continued...

13) Upon completion of adjustment of this utility's facilities as described in this approved Utility Work Schedule-any additional adjustment of this Utility's same facilities that is required due to deviation by the CFX or its roadway contractor from the above referenced roadway plan date provided to this utility will be conveyed to the CFX and/or its roadway contractor for consideration to mitigate the conflict or for review by the CFX for reimbursement. Upon agreement with the CFX, this Utility will proceed with the design and construction of the additional adjustment within the standard work schedule of this utility.

14) Clearing & grubbing is to be performed by CFX or its contractor prior to DET beginning its construction.

15) Temporary box outs to be removed approximately 18 months after start of roadway construction. CFX to provide a minimum of 4 months advance notice prior to DET crew removing box outs.

16) The estimated calendar days of construction assumes all work is done during normal business, daylight hours, that there are no weather related work delays, and that no emergency situations arise to cause the crew to stop work on this project.

Project Title: Wekiva Parkway - Segment 2B		County Road Number: N/A		
State Road No: 429		City Road: N/A		
		Project No: 429-204		
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
CONSTRUCTION DURING CFX CONSTRUCTION				
CL Ondich Rd				
108+84 R27; BK-34; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
109+29 R27; BK-34	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
109+29 R120; T-6	PROPOSED TEMPORARY OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
111+08 R28; BK-33; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
113+32 R28; BK-32; 85' WD; 24" DIA.; EMBEDDED 12'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
114+40 R125; T-5	PROPOSED TEMPORARY OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
115+16 R30; BK-30	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8 &14	Prior to construction	3
115+62 R28; BK-31; 85' WD; 24" DIA.; EMBEDDED 12'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
117+85 R28; BK-30; 85' WD; 24" DIA.; EMBEDDED 12'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
118+99 R141; T-4	PROPOSED TEMPORARY OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
119+61 R28; BK-29	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3

Project Title: Wekiva Parkway - Segment 2B		County Road Number: N/A		
State Road No: 429		City Road: N/A		
		Project No: 429-204		
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**
CONSTRUCTION DURING CFX CONSTRUCTION				
120+08 R28; BK-29; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
122+32 R28; BK-28; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
122+42 R28; BK-28	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
124+77 R28; BK-27; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	NONE	0
127+22 R29; BK-26; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	NONE	0
129+00; BK-26 TO BK-25; 69kV;	OH TRANSMISSION CROSSING	NONE	NONE	0
129+35 R29; BK-25; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	NONE	0
CL Plymouth Sorrento Rd				
100+77; BK-26 TO BK-25; 69kV;	OH TRANSMISSION CROSSING	NONE	NONE	0
100+77 R35; BK-25; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	NONE	0
103+05 R33; BK-24; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMOVED	Special condition numbers 8 & 11	Prior to construction	2
103+15 R33; BK-24;	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
105+41 R33; BK-23; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2

Project Title: Wekiva Parkway - Segment 2B		County Road Number: N/A		
State Road No: 429		City Road: N/A		
		Project No: 429-204		
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
CONSTRUCTION DURING CFX CONSTRUCTION				
105+79 R32; BK-23;	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
106+49 R143; T-3	PROPOSED TEMPORARY OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
107+77 R32; BK-22; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
109+19 R36; BK-21	PROPOSED OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
109+15 R147; T-2	PROPOSED TEMPORARY OH TRANSMISSION STRUCTURE	Special condition numbers 8 & 14	Prior to construction	3
110+11 R32; BK-21 85' WD; 24" DIA.; EMBEDDED 10'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
112+46 R32; BK-20; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 8 & 11	Prior to construction	2
113+05 R31; BK-20	PROPOSED OH TRANSMISSION STRUCTURE	Special conditions number 8 & 14	Prior to construction	3
113+49 R142; T-1	PROPOSED TEMPORARY OH TRANSMISSION STRUCTURE	Special condition number 8 & 14	Prior to construction	3
114+81 R31; BK-19; 85' WD; 24" DIA.; EMBEDDED 11'	OH TRANSMISSION STRUCTURE TO REMAIN	NONE	NONE	0
Temporary Box Out Removal				
109+29 R120; T-6(CL Ondich Rd)	TEMPORARY OH TRANSMISSION STRUCTURE TO BE REMOVED	Special conditions number 9 & 15	TBD	2

Project Title: Wekiva Parkway - Segment 2B		County Road Number: N/A		
State Road No: 429		City Road: N/A		
		Project No: 429-204		
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**
114+40 R125; T-5(CL Ondich Rd)	TEMPORARY OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 9 &15	TBD	2
118+99 R141; T-4(CL Ondich Rd)	TEMPORARY OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 9 & 15	TBD	2
106+49 R143; T-3(CL Plymouth-Sorrento Rd)	TEMPORARY OH TRANSMISSION STRUCTURE TO BE REMOVED	Special conditions numbers 9 & 15	TBD	2
109+15 R147; T-2(CL Plymouth-Sorrento Rd)	TEMPORARY OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 9 & 15	TBD	2
113+49 R142; T-1(CL Plymouth-Sorrento Rd)	TEMPORARY OH TRANSMISSION STRUCTURE TO BE REMOVED	Special condition numbers 9 & 15	TBD	2

CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line
Contract No. 001153

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the widening of S.R. 417 from Econlockhatchee Trail to the Orange/Seminole County line. The services will include design and preparation of plans and specifications for construction bids for the addition of one general use lane in each direction between Econlockhatchee Trail and the Orange/Seminole County line and modification to the existing University Mainline Toll Plaza to accommodate the additional lanes at the plaza as Express Lanes.

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

This project is in the approved Five Year Work Plan.

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2014

RE: Supplemental Agreement No. 3 for DRMP, Inc.
Design Consultant Services for S. R. 429 (Wekiva Parkway)
Lake County Line to S.R. 46 (East of Round Lake Road)
Project No. 429-206, Contract No. 000860

Board approval is requested for Supplemental Agreement No. 3 with DRMP, Inc., in the not-to-exceed amount of $399,467.38 for the following services:

1. Addition of barrier walls on both sides of the median.
2. Revisions to ponds due to need for access road to property remainders.
3. Revisions to wall types due to change in drainage conveyance.
4. Complex design for skewered girder diaphragm at the county line bridge.
5. Design for additional ITS system components.

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

Original Contract Amount	$ 2,900,000.00
Amount of Previous Adjustments	$ 1,060,000.00
Amount of This Adjustment	$ 399,467.38
Total Revised Contract Amount	$ 4,359,467.38

Project 429-206
Contract 000860

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 429 (WEKIVA PARKWAY) From Lake County Line to S.R. 46 (East of Round Lake Road)

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of_____, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), a corporate body and agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 7th day of December 2012, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to

be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Wekiva Parkway Corridor Consultant's August 24, 2015 letter to the AUTHORITY, which is attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
    a. The Salary Related Costs are adjusted upward by $391,830.97 to $3,270,219.60.
    b. The Design Survey (Prime) cost remains unchanged at $249,544.11.
    c. The Direct Expenses (Lump Sum) remains unchanged at $31,213.56.
    d. The Subcontract Items are adjusted upward by $7,636.41 to $803,265.55.

        •WBQ $7,636.41

    e. The Allowance remains unchanged at $5,224.56.

The total Maximum Limiting is adjusted upward by $399,467.38 to $4,359,467.38.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest: _____ By: _____
Assistant Secretary Director of Procurement

DRMP, INC.

Attest: _____ By: _____
Title: Title:

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

Z:\429-206\Supplemental Agreements\DRMP-429-206 -SA3.docx

CH2M (Orlando)
225 E Robinson Street
Suite 505
Orlando, FL 32801-4321
O +1 407-650-2129
www.ch2m.com

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

August 24, 2015

RE: Wekiva Parkway
Contract No. 000860; Project 429-206
Supplemental Agreement No. 3

Dear Mr. Pressimone,

The consultant (DRMP) has requested an amendment to the above referenced contract. This amendment has been under discussion and anticipated since April 2015 as documented in meeting minutes and has now become required to complete the plans package.

After negotiating with DRMP regarding this amendment, the final fee for supplemental agreement number 3 is $399,467.38. The proposed scope of work includes additional analysis for the bridge at the Orange/Lake county line, the addition of arterial DMS signs and miscellaneous roadway and drainage analysis and plan updates.

We have reviewed the attached final proposal from DRMP and have determined the proposal is reasonable and within the range included in the original contract and supplemental agreements for this project. If you should have any questions or need additional information please do not hesitate to contact me at 407-650-2129 or scott.bear@ch2m.com.

Regards,
CH2M

Scott Bear
Project Manager

Cc: File (w/ attach)

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS

WEKIVA PARKWAY (SR 429)
PROJECT № 429-206
WEKIVA SEGMENT 2C

Scope of Services Summary – Supplemental No. 3

Project Description:

Supplemental Agreement No. 3 is based on additions to the existing Scope of Services at the direction of Central Florida Expressway Authority. The changes include the addition of barrier walls to both sides of the median for 1.7 miles of expressway. The barrier walls will allow for median landscaping for the length of the project from the County line on the southern end of the project north to just south of the CSX railroad or approximately 1.7 miles. This supplemental also includes additional work associated with the County Line Bridge, a DMS box truss, additional ADMS and CCTV requirements.

Task 4.0, 5.0 and 6.0

Roadway - Revise the plans and cross sections for 1.7 miles

- Update of the earthwork quantities
- Add detail for typical section
- Modify plans and cross sections for revised retaining walls, Coronado to FCRR
- Coordinate R/W revisions along CR 46 and loop ramps (Would this need to be in Tab 3 or 4)
- Accommodate Toll Gantry (Designed by others)

Drainage for median barrier wall additions and modifications for tiered walls from Coronado to railroad

- Spread analysis for structure locations
- Add 32 drainage structures piping to plan sheets
- Develop drainage structure sections
- Revise Storm tabulations
- Revise Hydrology and ICPR model for 2 basins
- Revise Summary of Drainage Structures
- Update Drainage Maps
- Update Drainage Design Documentation
- Update cost estimate

Drainage revision to Pond 2W and 2E due to access road west side of alignment.

Task 9.0, 13.0, 17.0 and 18.0

Structures – The modification of the wall types was required due to the change of the drainage and to meet the drainage design requirements of not having conveyance within the MSE wall backfill.

The tiered wall system will consist of CIP cantilever walls matching the aesthetics of the corridor. The geometry for the walls was included in a previous supplemental. The additional design and detailing of the B1 bridge over County Line has been added to include the post-tensioned diaphragm at the end of the skewed beams. SA #2 included the longitudinal design for the bridge and associated details. This supplemental includes the transverse (diaphragm) design, the associated sheets for the diaphragm and additional sheets that were required to show the interaction between the skewed girder and the diaphragm. An independent Peer Review was also included. A DMS Box truss has been included which requires design using STAAD since the conventional FDOT program will not design a truss with a DMS on either side, also includes the design of cantilever structures with ADMS and CCTV poles.

Task 33.0 and 34.0

ITS – Includes the design and plans for AMDS and CCTV poles.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Wekiva - 429-206 SA #3
County: Lake
FPN: 429-206
FAP No.: 1/0/1900

Consultant Name: DRMP, Inc.
Consultant No.:
Date: 8/24/2015
Estimator: JSM

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Designer	Engineer	Clerical	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$84.31	$58.24	$49.15	$32.43	$45.13	$21.03	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	196	10	31	31	49	65	10	0	0	0	0	0	0	196	$8,298	$42.33
5. Roadway Plans	261	13	42	42	65	86	13	0	0	0	0	0	0	261	$11,065	$42.39
6. Drainage Analysis	185	8	26	26	41	54	10	0	0	0	0	0	0	185	$6,938	$42.05
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	284	15	47	47	74	97	14	0	0	0	0	0	0	284	$12,476	$42.44
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	1,286	64	205	205	322	424	64	0	0	0	0	0	0	1,286	$54,475	$42.36
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	400	20	64	64	100	132	20	0	0	0	0	0	0	400	$16,945	$42.36
18. Structures - Miscellaneous	160	8	26	26	40	53	7	0	0	0	0	0	0	160	$6,807	$42.55
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	83	4	13	13	21	27	5	0	0	0	0	0	0	83	$3,485	$41.99
34. Intelligent Transportation Systems Plans	113	6	18	18	28	37	6	0	0	0	0	0	0	113	$4,797	$42.45
35. Geotechnical	0	0	0	0	0	0	-	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	2,958	148	473	473	748	975	149	0	0	0	0	0	0	2,958		
Total Staff Cost		$12,551.88	$28,067.82	$23,253.68	$23,895.20	$34,271.25	$3,142.41	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$125,284.24	$42.35

Check = $125,284.24

Survey Field Days by Subconsultant:
4 - Person Crew:

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

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				$125,284.24
OVERHEAD:	181.78%			
OPERATING MARGIN	0%			
Profit	18.01%			
Multiplier	218.75%			$391,530.67
Survey (Field - if by Prime)	0 days @	4-man crew	/ day	$0.00
SUBTOTAL ESTIMATED FEE:				$391,530.97
Subconsultant: WBQ				$7,936.41
Subconsultant: Sub 2				$0.00
Subconsultant: Sub 3				$0.00
Subconsultant: Sub 4				$0.00
Subconsultant: Sub 5				$0.00
Subconsultant: Sub 6				$0.00
SUBTOTAL ESTIMATED FEE:				$399,467.38
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				$399,467.38
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				$399,467.38

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5.1	Horizontal /Vertical Master Design Files	LS	1	16	16	revisions to base files for median change (dsgnrd, dspfrd, drprrd)
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Cross Section Design Files	LS	1	40	40	revisions for 1.7 miles of median
4.8	Traffic Control Analysis	LS	1	0	0	
4.9	Master TCP Design Files	LS	1	0	0	
4.10	Design Variations and Exceptions	LS	1	0	0	
4.11	Design Report	LS	1	0	0	
4.12	Quantities	LS	1	12	12	update , earthwork quantities
4.13	Cost Estimate	LS	1	1	1	
4.14	Technical Special Provisions	LS	1	0	0	
4.15	Other Roadway Analysis	LS	1	104	104	Analysis for Right of Way of Loop Ramp (24), Update plans for toll gantry (80)
	Roadway Analysis Technical Subtotal				**173**	
4.16	Field Reviews	LS	1	0	0	
4.17	Technical Meetings	LS	1	0	0	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	9	
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	9	
	Roadway Analysis Nontechnical Subtotal				**18**	

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.21	Coordination	LS	%	3%	5	
				4. Roadway Analysis Total	196	

Technical Meetings				
Typical Section	EA	0	0	0
Pavement	EA	0	0	0
Access Management	EA	0	0	0
15% Line and Grade	EA	0	0	0
Driveways	EA	0	0	0
Local Governments (cities, counties, MPO)	EA	0	0	0
Work Zone Traffic Control	EA	0	0	0
30/60/90/100% Comment Review Meeting	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 4.17

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	0	1	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map (Including Interchanges)		Sheet	2	4	2	8	revise drainage maps to reflect change in design
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	3	1	0	3	
5.4.2	Typical Section Details		EA	6	2	0	12	shoulder transition details
5.5	General Notes/Pay Item Notes		Sheet	0	0	0	0	
5.6	Summary of Quantities		Sheet	0	2	0	0	
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.9	Summary of Drainage Structures		Sheet	2	16	2	32	Revise sheets (2)
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.11	Project Layout		Sheet	0	0	0	0	
5.12	Plan/Profile Sheet		Sheet	0	0	0	0	
5.13	Profile Sheet		Sheet	10	2	0	20	revise profile sheets, add drainage structures, and text
5.14	Plan Sheet		Sheet	10	3	0	30	revise plan sheets, add drainage tiered walls
5.15	Special Profile		Sheet	0	0	0	0	
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.17	Interchange Layout Sheet		Sheet	1	4	0	4	
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.19	Intersection Layout Details		Sheet	0	0	0	0	
5.20	Special Details		EA	0	0	0	0	
5.21	Drainage Structure Sheet (Per Structure)		EA	32	3	5	96	See analysis

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.24	Lateral Ditch Cross Sections		EA	0	0	0	0	
5.25	Retention/Detention Ponds Detail Sheet		Sheet	3	3	3	9	Previous revision for pond 2E for access road (1 @ 7 hours). Update stages on 2 pond details for median change (3@1 hour)
5.26	Retention Pond Cross Sections		EA	0	0	0	0	
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.28	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.29	Cross Sections		EA	90	0.25	0	23	revise 90 sections
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.35	Erosion Control Plan		Sheet	0	0	0	0	
5.36	SWPPP		Sheet	0	0	0	0	
5.37	Project Network Control Sheet		Sheet	0	0	0	0	
5.38	Environmental Detail Sheets		LS	0	0		0	
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
Roadway Plans Technical Subtotal						**12**	**237**	
5.40	Quality Assurance/Quality Control		LS	%	5%		12	
5.41	Supervision		LS	%	5%		12	
5. Roadway Plans Total						**12**	**261**	

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	4	8	32	Revise hydrology (GIS based Green-Ampt input), update treatment volume and rerun ICPR model for impervious median. Impacts pond 1,2E and 2W. I additonal unit for previous revision to Pond 2E for 60' access road.
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	
6.8	Design of Storm Drains	EA	32	3	96	Median change to barrier wall. Changes from shoulder gutter to barrier wall north of Coronado to accommodate wall revisions. Revise storm tabs and spreas analysis.
6.9	Optional Culvert Material	LS	0	0	0	
6.10	French Drain Systems	Per Cell	0	0	0	
6.11	Drainage Wells	EA	0	0	0	
6.12	Drainage Design Documentation Report	LS	1	6	6	Update tables/storm tabs/spread analysis in document
6.13	Bridge Hydraulic Report	EA	0	0	0	
6.14	Temporary Drainage Analysis	LS	1	4	4	
6.15	Cost Estimate	LS	1	2	2	
6.16	Technical Special Provisions	LS	1	0	0	
6.17	Other Drainage Analysis	LS	1	0	0	
			Drainage Analysis Technical Subtotal		140	

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.18	Field Reviews	LS	1	0	0	
6.19	Technical Meetings	LS	1	6	6	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	7	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	7	
			Drainage Analysis Nontechnical Subtotal		20	
6.23	Coordination	LS	%	3%	5	
			6. Drainage Analysis Total		165	

Technical Meetings					
Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	0	0	0	
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	3	2	6	Schedule change
Subtotal Technical Meetings				6	
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				6	

Carries to 6.19

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	0	0	0	0	
9.2	Project Layout	Sheet	0	0	0	0	
9.3	General Notes and Bid Item Notes	Sheet	0	0	0	0	
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	
9.5	Incorporate Report of Core Borings	Sheet	0	0	0	0	
9.6	Existing Bridge Plans	LS	0	0		0	
9.7	Assemble Plan Summary Boxes and Quantities	LS	0	0		0	
9.8	Cost Estimate	LS	0	0		0	
9.9	Technical Special Provisions	LS	0	0		0	
Structures - Summary and Miscellaneous Tasks and Drawings Subtotal					0	0	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	SR 453 over County Line	1286				1286					
10-16	SR 453 over Coronado Somerset	0									
10-16	SR 46 Connector Road over FCRR	0					0				
10-16	SR 453 over FCRR & SR 46	0					0				
17	Retaining Walls	400								400	
18	Miscellaneous Structures	160									160
Structures Technical Subtotals		1846	0	0	0	1286	0	0	0	400	160

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments

9.10	Field Reviews	LS	1	0	0	
9.11	Technical Meetings	LS	1	0	0	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	5%	92	
9.13	Independent Peer Review	LS	1	60	48	Coordination meetings and comment responses
9.14	Supervision	LS	%	5%	92	
	Structures Nontechnical Subtotal				232	
9.15	Coordination	LS	%	3%	62	
	9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total				294	

Technical Meetings				
BDR Coordination/Review	EA	0	0	0
90/100% Comment Review	EA	0	0	0
Aesthetics Coordination	EA	0	0	0
Regulatory Agency	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Utility Companies	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				0

Carries to 9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	0		0	
13.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
13.3	General Plan and Elevation	Sheet	0	0	0	0	
13.4	Construction Staging	Sheet	0	0	0	0	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
13.6	Miscellaneous Details	Sheet	0	0	0	0	
	End Bent Design and Plans						
13.7	End Bent Geometry	EA End Bent	0	0		0	
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	
13.9	End Bent Structural Design	EA Design	0	0		0	
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	
13.11	End Bent Details	Sheet	0	0	0	0	
	Intermediate Bent Design and Plans						
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
	Miscellaneous Substructure Design and Plans						
13.22	Foundation Layout	Sheet	0	0	0	0	
	Superstructure Deck Design and Plans						
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	0		0	
13.24	Finish Grade Elevations	Sheet	0	0	0	0	
13.25	Bridge Deck Design	EA Section	0	0		0	
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	0	0		0	
13.27	Diaphragm Design	EA Section	0	0		0	See 13.32-13.48 below under Diaphragm Design
13.28	Superstructure Plan	Sheet	0	0	0	0	
13.29	Superstructure Section	Sheet	2	24	2	48	4 sheets total, previously had 2 SB and NB separate due to breakover cross slope
13.30	Miscellaneous Superstructure Details	Sheet	0	0	0	0	
	Reinforcing Bar Lists						
13.31	Preparation of Reinforcing Bar List	Sheet	0	0	0	0	
	Continuous Concrete Girder Design (Longitudinal Design)						
13.32	Section Properties	LS	1	0		0	N/A previously included
13.33	Material Properties	LS	1	0		0	N/A previously included
13.34	Construction Sequence	EA Unit	0	0		0	N/A previously included
13.35	Tendon Layouts	EA Unit	0	0		0	N/A previously included
13.36	Live Load Analysis	EA Unit	0	0		0	N/A previously included

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.37	Temperature Gradient	EA Unit	0	0		0	N/A previously included
13.38	Time Dependent Analysis	EA Unit	0	0		0	N/A previously included
13.39	Stress Summary	EA Unit	0	0		0	N/A previously included
13.40	Ultimate Moments	EA Unit	0	0		0	N/A previously included
13.41	Ultimate Shear	EA Unit	0	0		0	N/A previously included
13.42	Construction Loading	EA Unit	0	0		0	N/A previously included
13.43	Framing Plan	Sheet	0	0	0	0	N/A previously included
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	5	24	5	120	7 sheets total, previously had 2 1 elevation (B1-36) 3 sections (B1-37 thru B1-39) PT Layout (B1-40) PT Data Table (B1-41) U-girder details (B1-42)
13.45	Girder Details	Sheet	7	30	7	210	11 sheets total, previously had 4 Shear key details (B1-43) 4 reinforcing details (Elevation + Plan) (B1-44 thru B1-47) 5 reinforcing sections (B1-48 thru B1-52) Closure Pour Details (B1-53)
13.46	Erection Sequence	Sheet	0	0	0	0	N/A previously included
13.47	Splice Details	Sheet	0	0	0	0	
13.48	Girder Deflections and Camber	Sheet	5	16	5	80	7 sheets total, previously had 2 (B1-20 thru B1-26)
	Continuous Concrete Girder Design (Diaphragm Design)						
13.32	Section Properties	LS	1	12		12	
13.33	Material Properties	LS	1	12		12	
13.34	Construction Sequence	EA Unit	0	0		0	N/A

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.35	Tendon Layouts	EA Unit	1	36		36	Tangent & curved tendons avoiding longitudinal tendons
13.36	Live Load Analysis	EA Unit	1	24		24	
13.37	Temperature Gradient	EA Unit	0	0		0	N/A
13.38	Time Dependent Analysis	EA Unit	1	120		120	Full FEM with beam/deck/diaphragm/PT
13.39	Stress Summary	EA Unit	1	24		24	
13.40	Ultimate Moments	EA Unit	1	32		32	
13.41	Ultimate Shear	EA Unit	1	32		32	
13.42	Construction Loading	EA Unit	0	0		0	Covered in Longitudinal model
13.43	Framing Plan	Sheet	0	0	0	0	N/A
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	8	24	8	192	1 General Overall Layout (B1-54) 1 End Diaphragm Elevation (B1-55) 1 PT Layout & Stressing Data (B1-56) 5 Plan Views (B1-57 thru B1-61)
13.45	Girder Details	Sheet	13	24	13	312	2 Reinforcing Sections (B1-62, B1-63) 5 back face reinforcing details (B1-64 thru B1-68) 5 front face reinforcing details (B1-69 thru B1-73) 1 Diaphragm embedded bars detail (B1-74)
13.46	Erection Sequence	Sheet	2	16	2	32	4 sheets total, previously had 1 3 Construction Sequence (B1-75 thru B1-77) 1 Erection Details (B1-78)
13.47	Splice Details	Sheet	0	0	0	0	N/A
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	N/A
	Simple Span Concrete Design						
13.49	Prestressed Beam	EA Design	0	0		0	
13.50	Prestressed Beam Schedules	Sheet	0	0	0	0	
13.51	Framing Plan	Sheet	0	0	0	0	
	Beam Stability						
13.52	Beam/girder stability	EA Unit	0	0		0	
	Bearing						

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.53	Bearing pad and bearing plate design	Type/ Span	0	0		0	
13.54	Bearing pad and bearing plate details	Sheet	0	0	0	0	
	Load Rating						
13.55	Load Ratings	Per Beam	0	0		0	
	13. Structures - Medium Span Concrete Bridge Total				42	1286	

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	0	0	0	0	Previously included as part of MSE Walls
17.2	Horizontal Wall Geometry	Per Wall	0	0		0	Previously included as part of MSE Walls
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall	0	0		0	
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.6	Details	Sheet	0	0	0	0	
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						
17.11	Design	EA Design	4	45		180	12 hours for the first design; each long section of wall has 10 design sections at 4 hours each; 12 hours + (4 walls x 4 hours x 10 sections) + (4 hours x 2 sections) = 180 hours (RW-5: 18, RW-6: 21, RW-7: 14, RW-8: 17, RW-9: 1, RW-10: 11)
17.12	Vertical Wall Geometry	EA Wall	0	0		0	Previously included as part of MSE Walls
17.13	General Notes	Sheet	1	4	1	4	Use of standards
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	Previously included as part of MSE Walls
17.15	Sections and Details	Sheet	3	24	3	72	Sections with drainage, fencing and aesthetics; grading details at interface with MSE walls
17.16	Reinforcing Bar List	Sheet	16	4	16	64	4 walls, totaling 3500' in length with varying grade

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Other Retaining Walls and Bulkheads						
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	20	4	20	80	Incorporate project Aesthetic details
	17. Structures - Retaining Walls Total				40	400	

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	0	0	0	0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0	
	Strain Poles						
18.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
18.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
	Mast Arms						
18.5	Mast Arms	EA Design	0	0		0	
	Overhead/Cantilever Sign Structures						
18.6	Cantilever Sign Structures	EA Design	2	8	2	16	Update design to include ADMS
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
18.8	Special (Long Span) Overhead Sign Structures	EA Design	1	120	1	120	DMS Box Truss + Walkway: STAAD Design + Plans & Details; including painting sheet
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
	High Mast Lighting						
18.11	Non-Standard High Mast Lighting Structures	EA Design	0	0	0	0	
	Noise Barrier Walls (Ground Mount)						
18.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
18.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
18.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.15	Control Drawings	Sheet	0	0	0	0	
18.16	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0	0	0	
18.17	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0	0	0	
18.18	Aesthetic Details	LS	1	0		0	
	Special Structures						
18.19	Fender System	LS	1	0		0	

18.20	Fender System Access	LS	1	0		0	
18.21	Special Structures	LS	1	0		0	
18.22	Other Structures	LS	1	24		24	CCTV Poles
				18. Structures - Miscellaneous Total		3	160

Project Activity 33: Intelligent Transportation Systems Analysis

Estimator:

Wekiva - 429-206 SA #3
429-206

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	0	0	0	
33.2	Communications Plan Analysis	LS	1	4	4	CCTV and ADMS communications
33.3	Lightning Protection Analysis	LS	0	0	0	
33.4	Power Subsystem	LS	1	8	8	
33.5	Voltage Drop Calculations	LS	1	8	8	
33.6	Design Documentation	LS	0	0	0	
33.7	Existing ITS System	LS	0	0	0	
33.8	Queue Analysis	LS	0	0	0	
33.9	Reference and Master ITS Design File	LS	0	0	0	
33.10	Reference and Master Communications Design File	LS	1	24	24	Update plans to include the design of 2 ADMS and 4 CCTV cameras (for confirmation of ADMS and DMS)
33.11	Pole Elevation Analysis	LS	1	4	4	CCTV mounting height and viewing range
33.12	Sign Panel Design Analysis	LS	0	0	0	
33.13	Quantities	LS	9	2	18	
33.14	Cost Estimate	LS	1	1	1	Update with new pay items and quantities
33.15	Technical Special Provisions	LS	1	4	4	Review of GEC provided TSP for ADMS and CCTV camera
33.16	Other ITS Analyses	LS	0	0	0	
	Intelligent Transportation Systems Analysis Technical Subtotal				71	

Project Activity 33: Intelligent Transportation Systems Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	0	0	
33.18	Technical Meetings	LS	1	2	2	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	5%	4	
33.20	Supervision	LS	%	5%	4	
	Intelligent Transportation Systems Analysis Nontechnical Subtotal				10	
33.21	Coordination	LS	%	3%	2	
	33. Intelligent Transportation Systems Analysis Total				83	

Technical Meetings					
Kickoff Meeting with FDOT	EA	0	0	0	
Local Governments (cities, counties, MPO)	EA	0	0	0	
Utility Owners	EA	0	0	0	
Field Meetings	EA	0	0	0	
Other Meetings	EA	1	2	2	Teleconference with GEC and CFX prior to design changes
Subtotal Technical Meetings				2	
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				2	

Carries to 33.18

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Project Activity 34: Intelligent Transportation Systems Plans

Estimator:

Wekiva - 429-206 SA #3
429-206

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet		Sheet	0	0	0	0	
34.2	Summary of Pay Items Including Trns*port Input		Sheet	0	0	0	0	
34.3	Tabulation of Quantities		Sheet	2	2	2	4	Update with new pay items and quantities
34.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	Add general notes, pay items and legend items
34.5	Project Layout		Sheet	1	1	1	1	Add ADMS and CCTV cameras
34.6	Typical and Special Details		Sheet	10	3	10	30	CCTV & ADMS: i.e. cabinet, wiring, mounting, node, allocation
34.7	Plan Sheet		Sheet	9	4.66667	9	42	3-new @ 6hrs = 18hrs 6-updates @ 4hrs = 24hrs
34.8	ITS Communications Plans		Sheet	0	0	0	0	
34.9	Fiber Optic Splice Diagrams		Sheet	2	4	2	8	
34.10	Lightning Protection Plans		Sheet	0	0	0	0	
34.11	Cross Sections		Sheet	2	6	2	12	2 ADMS (co-located on static sign structure)
34.12	Guide Sign Worksheet(s)		Sheet	0	0	0	0	
34.13	Special Service Point Details		Sheet	1	0	1	0	(See Electrical Subconsultant RS&H work-sheet)
34.14	Strain Pole Schedule		Sheet	1	2	1	2	Update to include CCTV
34.15	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	
34.17	Traffic Control Plans		Sheet	0	0	0	0	
34.18	Interim Standards		Sheet	0	0	0	0	
34.19	GIS Data and Asset Management Requirements		LS	1	0	0	0	
	Intelligent Transportation System Plans Technical Subtotal					29	103	
34.20	Quality Assurance/Quality Control		LS	%	5%		5	
34.21	Supervision		LS	%	5%		5	

Project Activity 34: Intelligent Transportation Systems Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	34. Intelligent Transportation System Plans Total					29	113	

ESTIMATE OF WORK EFFORT AND COST - WBQ

Name of Project: Wekiva - 429-206
County: Orange
FPN: 429-206
FAP No.: 1301500

Consultant Name: WBQ
Consultant No.:
Date: July 7, 2015
Estimator:

Staff Classification	Total Staff Hours From TSH Summary	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Engineer	Clerical	Engineer Intern	SR Surveyor	Survey Technician	0	0	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	Rate*	$69.24	$66.77	$57.04	$34.69	$37.58	$21.13	$19.03	$42.55	$23.00	$0.00	$0.00	$0.00			
3 Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4 Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5 Roadway Plans	46	1	6	12	11	16	1	6	0	0	0	0	0	46	$1,903	$41.38
6 Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7 Utilities	11	0	1	3	3	3	0	1	0	0	0	0	0	11	$454	$41.24
8 Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9 Structures - Misc. Tasks, Dwgs, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10 Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11 Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13 Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14 Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15 Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16 Structures - Moveable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19 Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24 Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25 Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26 Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27 Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28 Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29 Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31 Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4a Preliminary Design Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33 Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	57	1	8	15	14	19	1	7	0	0	0	0	0	57		
Total Staff Cost		$69.24	$400.62	$855.60	$485.72	$697.54	$21.13	$133.19	$0.00	$0.00	$0.00	$0.00	$0.00		$2,356.99	$41.35

Check = $1,301.28

SALARY RELATED COSTS:			$2,356.99
OVERHEAD	203.990%		
OPERATING MARGIN	20%		
Profit	0.00%		
Multiplier	323.99%	Effective Profit = 6.58%	
SUBTOTAL ESTIMATED FEE:			**$7,636.41**
Survey (Field)	0 @	$ - / day	$0.00
Geotechnical Field and Lab Testing			$0.00
SUBTOTAL ESTIMATED FEE:			**$7,636.41**
Optional Services			$0.00
GRAND TOTAL ESTIMATED FEE:			**$7,636.41**

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

Estimator: Troy Vargas, WBQ,

Wekiva - 429-206
429-206

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	0	0	0	0	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map		Sheet	0	0	0	0	
5.4	Interchange Drainage Map		Sheet	0	0	0	0	
5.5	Typical Section Sheets		Sheet	0	0	0	0	
5.6	General Notes/Pay Item Notes		Sheet	0	0	0	0	
5.7	Summary of Quantities		Sheet	0	0	0	0	
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.10	Summary of Drainage Structures		Sheet	0	0	0	0	
5.11	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.12	Project Layout		Sheet	0	0	0	0	
5.13	Plan/Profile Sheet	50	Sheet	0	0	0	0	
5.14	Profile Sheet		Sheet	0	0	0	0	
5.15	Plan Sheet		Sheet	0	0	0	0	
5.16	Special Profile		Sheet	0	0	0	0	
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.20	Intersection Layout Details		Sheet	0	0	0	0	
5.21	Miscellaneous Detail Sheets		Sheet	0	0	0	0	
5.22	Drainage Structure Sheet (Per Structure)		EA	0	0	0	0	
5.23	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.25	Lateral Ditch Cross Sections		EA	0	0	0	0	

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.26	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
5.27	Retention Pond Cross Sections		EA	0	0	0	0	
5.28	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.30	Cross Sections		EA	0	0		0	
5.31	Traffic Control Plan Sheets	50	Sheet	0	0	0	0	
5.32	Traffic Control Cross Section Sheets		EA	0	0	0	0	
5.33	Traffic Control Detail Sheets		Sheet	0	0	0	0	
5.34	Utility Adjustment Sheets	50	Sheet	14	3	14	42	Additional Design for Duke, Teco, and Century Link
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.36	Erosion Control Plan		Sheet	0	0	0	0	
5.37	SWPPP		Sheet	0	0	0	0	
5.38	Project Control Network Sheet		Sheet	0	0	0	0	
5.39	Environmental Detail Sheets		LS	0	0		0	
5.40	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
Roadway Plans Technical Subtotal						**14**	**42**	

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.41	Quality Assurance/Quality Control		LS	%	5%		2	
5.42	Supervision		LS	%	5%		2	
					5. Roadway Plans Total	14	46	

Estimator: Dan Angel, WBQ

Wekiva - 429-206

429-206

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	0	0	0	
7.2	Identify Existing UAO(s)	LS	0	0	0	
7.3	Make Utility Contacts	LS	0	0	0	
7.4	Exception Coordination	LS	0	0	0	
7.5	Preliminary Utility Meeting	LS	0	0	0	
7.6	Individual/Field Meetings	LS	0	0	0	
7.7	Collect and Review Plans and Data from UAO(s)	LS	0	0	0	
7.8	Subordination of Easements Coordination	LS	0	0	0	
7.9	Utility Design Meeting	LS	3	2	6	3 Additional meetings @ 2 hrs Duke, Teco, and Century Link
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	0	0	0	
7.11	Utility Coordination/Followup	LS	0	0	0	
7.12	Utility Constructability Review	LS	0	0	0	
7.13	Additional Utility Services	LS	0	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	0	0	0	
7.15	Contract Plans to UAO(s)	LS	0	0	0	
7.16	Certification/Close-Out	LS	0	0	0	
7.17	Other Utilities	LS	1	5	5	Additional Design for Duke, Teco, and Century Link 2 hrs each
				7. Utilities Total	**11**	

Technical Meetings			
Kickoff	EA	0	Meetings are shown above
Preliminary Meeting	EA	0	
Individual UAO Meetings	EA	0	
Field Meetings	EA	0	
Design Meeting	EA	0	
Other Meetings	EA	0	
Total Technical Meetings		**0**	

AGREEMENT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
DRMP, INC.

DESIGN CONSULTANT SERVICES
S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46 (EAST OF ROUND LAKE ROAD)

PROJECT NO. 429-206; CONTRACT NO. 000860

CONTRACT DATE: DECEMBER 7, 2012
CONTRACT AMOUNT: $2,900,000.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

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

FOR

DESIGN CONSULTANT SERVICES
S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46
(EAST OF ROUND LAKE ROAD)

PROJECT NO. 429-206; CONTRACT NO. 000860

DECEMBER 2012

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

Walter A. Ketcham Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

Section	Title
AG	Agreement
A	Exhibit "A", Scope of Services
B	Exhibit "B", Method of Compensation
C	Exhibit "C", Details of Cost and Fees
D	Exhibit "D", Project Organization Chart
E.	Exhibit "E", Location Map
F.	Exhibit "F", Project Schedule

Project No. 429-206
Contract No. 000860

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 7th day of December, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and DRMP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 941 Lake Baldwin Lane, Orlando, Florida 32814.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain services in connection with the design of S.R. 429 (Wekiva Parkway) from the Lake County Line to S.R. 46 (East of Round Lake Road) identified as Project No. 429-206 and Contract No. 000860.

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

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one-year renewal periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

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

4.0 PROJECT SCHEDULE

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

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

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

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial

progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

5.0 PROFESSIONAL STAFF

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

Aerial Cartographics of America, Inc. (Class 2)
Geotechnical and Environmental Consultants, Inc. (Class 2)
Antillian Engineering Associates (Class 2)
Littlejohn Engineering Associates, Inc. (Class 1)
Reynolds, Smith and Hills, Inc. (Class 1)
WBQ Design & Engineering, Inc. (Class 1)

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

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by the AUTHORITY's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

After the AUTHORITY's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to the AUTHORITY, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

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

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

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of $2,900,000.00. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 941 Lake Baldwin Lane, Orlando, Florida 32814.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by the AUTHORITY and subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be ground for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the

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

11.0 TERMINATION

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

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

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

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, the AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do business with the AUTHORITY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by the AUTHORITY's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become

necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of

the Agreement, the CONSULTANT shall immediately notify the AUTHORITY and request clarification of the AUTHORITY's interpretation of this Agreement.

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against the AUTHORITY alleging negligence or wrongdoing by the CONSULTANT, the AUTHORITY and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, the AUTHORITY will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request

that the CONSULTANT defend the AUTHORITY in such lawsuit as described in this section. The AUTHORITY's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the notice of claim or filing of a lawsuit. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded the AUTHORITY pursuant to F.S. 768.28.

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

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

15.0 THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure

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

16.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any

policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

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

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

satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

16.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

The CONSULTANT shall provide the AUTHORITY with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s)

acceptable to the AUTHORITY. The AUTHORITY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

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

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

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

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

The acceptance of delivery by the AUTHORITY of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by the

AUTHORITY that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the AUTHORITY and securing its consent in writing. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of the AUTHORITY.

Regarding the use of logos, printed documents and presentations produced for the AUTHORITY shall not contain the name of logo of the CONSULTANT unless approved by the AUTHORITY's Public Affairs Manager or his/her designee. If a copy of the AUTHORITY logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. If a color logo is used, the logo shall confirm to the proper PMS colors of 2602 purple and 166 orange. If a black and white logo is utilized, the logo shall be properly screened to insure all layers of the logo are visible. The logo shall always have a white background that extends beyond the logo border. The proper presentation of the AUTHORITY logo is of utmost importance to the AUTHORITY. Any questions regarding the use of the AUTHORITY logo shall be directed to the Public Affairs Manager or his/her designee.

18.0 STANDARD OF CONDUCT

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

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding

potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement, the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Location Map

Exhibit "F", Project Schedule

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on December 7, 2012.

DRMP, INC.

BY: Jon S Meadows
Authorized Signature

Print Name: Jon S. Meadows

Title: Vice President

ATTEST: Mary E Dent (Seal)
Secretary or Notary

Notary Public State of Florida
Mary E Dent
My Commission DD944460
Expires 02/28/2014

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: Claude Miller
Director of Procurement

Print Name: Claude Miller

Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph J Lassiter

Project 429-206
Contract 000860

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46 (EAST OF ROUND LAKE ROAD)

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 13th day of January, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, the AUTHORITY desires to make changes to Article 3.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT dated the 7th of December, 2012, and;

WHEREAS, the CONSULTANT agrees to the changes with no increase in the contract amount:

NOW THEREFORE BE IT RESOLVED THAT:

1. The title of Article 3.0 is changed to "TERM OF AGREEMENT".

2. The first paragraph of Article 3.0 is deleted and replaced with the following new language:
"Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by the AUTHORITY at its sole discretion."

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

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

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

Attest: _____ By: _____
Assistant Secretary Director of Procurement

DRMP, INC.

Attest: _____ By: _____
Title: President Title: Vice President

RECEIVED
CONTRACTS DEPT
SIGNATURE 1/15/14

Project 429-206
Contract 000860

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

S.R. 429 (WEKIVA PARKWAY) FROM LAKE COUNTY LINE TO S.R. 46 (EAST OF ROUND LAKE ROAD)

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 2nd day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), a corporate body and agency of the State of Florida, hereinafter called the "AUTHORITY" and the consulting firm of DRMP, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between the AUTHORITY and the CONSULTANT, dated the 7th day of December 2012, provides that in the event that the AUTHORITY shall change the amount of work in Exhibit "A" of the said Agreement for Professional Services, the fees to

be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The AUTHORITY hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT's July 2, 2014 letter to the Wekiva Parkway Corridor Consultant and in the Wekiva Parkway Corridor Consultant's July 2, 2014 letter to the AUTHORITY, which are attached hereto and made a part of this Supplemental Agreement.
2. Exhibit "B", Article 2.00 of the Agreement for Professional Services is amended as follows:
   a. The Salary Related Costs are adjusted upward by $927,015.15 to $2,878,388.63.
   b. The Direct Survey (Prime) costs are adjusted upwards by $41,633.60 to $249,544.11.
   c. The Direct Expenses (Lump Sum) are adjusted upward by $1,474.00 to $31,213.56.
   d. The Subcontract Items are adjusted upwards by $224,207.50 to $795,629.14.
      - WBQ $87,700.41
      - Antillian $56,084.37

- GEC $24,064.53
- RS&H $12,137.97
- AVCON $44,220.22

e. The Allowance is adjusted downward by $134,330.25 to $5,224.56.

f. The total Maximum Limiting is adjusted upward by $1,060,000.00 to $3,960,000.00.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest: _____ By: _____
Assistant Secretary Director of Procurement

DRMP, INC.

Attest: _____ By: _____
Title: Vice President Title: Vice President

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

RECEIVED
CONTRACTS DEPT
7/10/14
SIGNATURE / DATE

P:\ORLOrangeCoExprsswy\423610WekivaPkwyCorr\03-Design_Mgmt\50-Sect-206_2C\01-Contract_Docs\06-Amendments\CA-02-AddtlFunds\BackUp\DRMP-429-206 -SA2.docx

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Renewal of Contract No. 000817 with
WBQ Design and Engineering, Inc., for
Miscellaneous Design Consultant Services (SSBE)

Board approval is requested for the second of two optional renewals of the referenced contract with WBQ Design and Engineering, Inc. (WBQ), for a one year period, beginning December 8, 2015, and ending on December 7, 2016, in the not-to-exceed amount of $750,000.00. This renewal does not change the terms and conditions of the original contract executed in 2011 which was awarded to WBQ under the Authority's Small Sustainable Business Enterprise Program.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000817

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of September, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and WBQ Design and Engineering, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 11, 2011, with a Notice to Proceed date of December 8, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a second renewal of said Original Agreement beginning the 8th day of December, 2015 and ending the 7th day of December, 2016, at the cost of $750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal of the Original Agreement ending December 7, 2015, the Consultant shall execute a 'Certificate of Completion of the First Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Original Agreement ending December 7, 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.

WBQ DESIGN AND ENGINEERING, INC.

BY:_____
Authorized Signature

_____
Print Name

Title:_____

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

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

21 AUG '14 AM11:51

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000817

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and WBQ Design and Engineering, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 11, 2011, with a Notice to Proceed date of December 8, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 8th day of December, 2014 and ending the 7th day of December, 2015, at the cost of $750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending December 7, 2014, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending December 7, 2014.

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

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

WBQ DESIGN AND ENGINEERING, INC.

BY: _____
Authorized Signature

Jennifer R. Quilley
Print Name

Title: V.P.

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

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

RECEIVED
CONTRACTS DEPT
8/25/14
SIGNATURE / DATE

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Renewal of Contract No. 000819 with
The Balmoral Group, LLC, for
Miscellaneous Design Consultant Services (SSBE)

Board approval is requested for the second of two optional renewals of the referenced contract with The Balmoral Group, LLC (Balmoral), for a one year period, beginning December 9, 2015, and ending on December 8, 2016, in the not-to-exceed amount of $750,000.00. This renewal does not change the terms and conditions of the original contract executed in 2011 which was awarded to Balmoral under the Authority's Small Sustainable Business Enterprise Program.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000819

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of September, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and The Balmoral Group, LLC, hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 8, 2011, with a Notice to Proceed date of December 9, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a second renewal of said Original Agreement beginning the 9th day of December, 2015 and ending the 8th day of December, 2016, at the cost of $750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal of the Original Agreement ending December 8, 2015, the Consultant shall execute a 'Certificate of Completion of the First Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Original Agreement ending December 8, 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.

THE BALMORAL GROUP, LLC

BY:_____
Authorized Signature

_____
Print Name

Title:_____

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000819

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and The Balmoral Group, LLC, hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated November 8, 2011, with a Notice to Proceed date of December 9, 2011, whereby the Authority retained the Consultant to perform miscellaneous design consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 9th day of December, 2014 and ending the 8th day of December, 2015, at the cost of $750,000.00 which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending December 8, 2014, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending December 8, 2014.

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

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

THE BALMORAL GROUP, LLC

BY: _____
Authorized Signature

Valerie Seidel
Print Name

Title: President

Witness (1) _____

Witness (2) Alicia Barker

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

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

RECEIVED
CONTRACTS DEPT
8/26/14
SIGNATURE / DATE

25 AUG '14 PM 1:37

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Approval of Purchase Order for Temple, Inc., for
CyberLock ITS Cabinet and Network Security Protection System

Board approval is requested to issue a purchase order in the amount of $140,090.85 to Temple, Inc., to procure the referenced network security protection system. The quote from Temple was the lowest when compared to the quote from Intelligent Transportation Services and the Florida Department of Transportation (FDOT) price list.

The attached memo from the Director of Expressway Operations provides the justification for purchasing the system which includes a recommendation from Protiviti (based on its internal network audit performed last year) to better secure out ITS network against security breaches and possible cyber attacks. Additionally, the memo notes that FDOT District 5 is currently using this system at over 350 ITS hubs in the district.

ATKINS **Memorandum**

Date: August 14, 2015

To: Claude Miller, Director of Procurement / CFX

From: Corey Quinn, P.E / CFX

CC: File: Keith DeLuca / Atkins
Charles R. Lattimer, P.E. / Atkins
ITS Deployment / Wrong Way Driving Pilot

Re: **CyberLock ITS Cabinet and Network Security Protection System**

Currently the Authority's ITS system cabinets and network are open to compromise due to easy access to the cabinets by way of a number 2 Corbin key which can be purchased at any network equipment store. Additional most contractors carry a number 2 Corbin key since the Corbin lock is the industry standard in almost all ITS and transportation industry hub enclosures and cabinets in North America.

Last year Protiviti Risk and Business Consulting under direction of the Authority conducted an internal network audit. One of their findings was a recommendation to better secure our ITS network against security breaches and possible cyber attacks. In order to secure our network, all equipment hubs and cabinets which contain Ethernet switches needed to be protected from compromise. The Florida Department of Transportation has deployed the CyberLock ITS Cabinet and Network Security Protection System throughout District 5 to great success. District 5 has been using the system for nearly five years and has over 700 locks that manage over 350 ITS hubs within their jurisdiction.

It is recommended that the Authority purchase the CyberLock ITS Cabinet and Network Security Protection System and replace all number 2 Corbin locks at all hub locations containing Ethernet switches that can be compromised.

The CyberLock ITS Cabinet and Network Security Protection System will provide the following benefits:

- Increase security – no corbin key entry – immediate notification when cabinet is keyed
- Increase accountability – assign key to user – assign specific locations
- Increase key control - monitor each key usage
- Programmable – track lock activity
- 5 – year parts warranty

We have received three recommendations and quotes from Authorized CyberLock vendors as follows:

- FDOT Catalog Pricing $148,896.00
- Temple Inc $140,090.85
- Intelligent Transportation Services $143,491.00

Based on the features and benefits that are available to the Authority, I recommend we procure the CyberLock equipment from the lowest and responsive bidder Temple Inc. See Attachments.

Please call me at (407) 690-5336 if you have any questions or if you would like to discuss further.

CQ

ATTACHMENTS

CyberLock Access Control

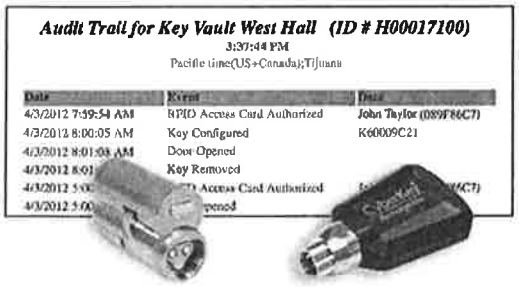
CyberLock is an electromechanical access control system that is designed to increase security, accountability, and key control throughout your organization. No complicated wiring or other intrusive construction work is required and you can continue to use your existing door hardware.

High Security Locks for Beyond-the-Door Access Control

CyberLock cylinders and padlocks are high quality locks that are built to perform in both indoor and outdoor environments. They are designed for applications where high security is required, such as for cell towers, bank teller drawers, remote storage areas, trucks, and more. With no pick-able keyway and options for increased security features such as drill resistance and key retention, CyberLock quickly provides increased security — no matter the location.

Control Access to Every Lock — And Never Re-Key Again!

Re-keying a facility every time a key is lost or stolen is time consuming and expensive. CyberKey smart keys are programmed by the software with access permissions for each user. Keys work only during specific hours, and only for the locks each person is allowed to access. These intelligent keys cannot be duplicated, eliminating the need to re-key a facility.

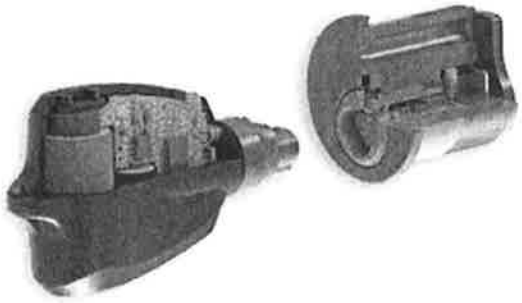


Monitor Key Usage and Track Lock Entry Activity

CyberLock electronic locks and keys provide accountability by auditing openings and unauthorized entry attempts. Keys are programmed to allow or restrict access to different parts of the building. The information stored in the key and the lock can be transferred to a computer to provide precise audit trail information about where and when each lock has been used including the date, time, and whether access was allowed or denied.

Gain Access Control Quickly with Minimal Disruption

The innovative CyberLock design consists of electronic lock cylinders that receive their power from the battery in the CyberKey. This allows the system to be installed and operated with no need to hardwire the building. A majority of customers install CyberLock cylinders in the original door hardware on the existing doors. This makes installation fast, self-contained, and straightforward.



Electronic Locks for All Your Needs

Every business, whether large or small, has assets that need protecting from both internal and external threats. Traditional door-based access control solutions address the most obvious security requirements. However, protecting assets that reside in beyond-the-door locations often get overlooked. In response, over 280 different electromechanical lock cylinders for cabinets, cash boxes, trucks, gates, narcotic boxes, safes, vending machines, cell tower sites, traffic control boxes, server cabinets, doors, and more have been designed. CyberLock delivers all of the benefits of traditional access control tailored to your exact requirements and provides all the security, convenience, and control required.

CyberLock, Inc.
1105 N.E. Circle Blvd., Corvallis, OR 97330
541-738-5500 • Fax 541-738-5501 • www.cyberlock.com • sales@cyberlock.com

CyberLock, the CyberLock logo, CyberKey, CyberAudit, Authorizer, CyberPoint and other marks are trademarks of Videx Inc.
All other trademarks, service marks, and product or service names are trademarks of their respective owners. CC.03123

CYBERLOCK SYSTEM PRICE COMPARISON

Description	QTY	List	Temple	ITS		EXTENDED List	EXTENDED Temple	EXTENDED ITS
Cyberlock Lock for Cabinets (CL-TC1)	700	$ 183.00	$ 164.00	$ 164.70		$ 128,100.00	$ 114,800.00	$ 115,290.00
CyberKey (CK-RXD2, CK-IR7)	20	$ 95.00	$ 85.00	$ 86.00		$ 1,900.00	$ 1,700.00	$ 1,720.00
Cyberlock Recharger	6	$ 31.00	$ -	$ 28.00		$ 186.00	$ -	$ 168.00
Cyberlock Cleaning Brush	3	$ 5.00	$ -	$ 5.00		$ 15.00	$ -	$ 15.00
USB Station with Cable (CKS-020)	1	$ -	$ 190.00	$ -		$ -	$ 190.00	$ -
Authorizer (AH-W1)	14/15	$ 665.00	$ 594.00	$ 599.00		$ 9,975.00	$ 8,316.00	$ 8,985.00
Authorizer Keyport (AK-01)	14/15	$ 446.00	$ 399.00	$ 401.00		$ 6,690.00	$ 5,586.00	$ 6,015.00
Grand Master (CK-GM)	3, 2	$ 218.00	$ 195.00	$ 196.00		$ 436.00	$ 390.00	$ 588.00
CyberAudit Software		$ 1,567.00	$ 950.00	$ 1,410.00		$ 1,567.00	$ 950.00	$ 1,410.00
4 Year Warranty	4	Does not Cover	$ 1,638.00	$ 2,000.00			$ 6,552.00	$ 8,000.00
Shipping			$ 1,606.85	Included			$ 1,606.85	$ -
Training			Included	$ 1,300.00			$ -	$ 1,300.00
						$ 148,869.00	$ 140,090.85	$ 143,491.00

intelligent transportation services
3205 South Access Road
Englewood, FL 34224
407-492-6664

Quote Date:
7/30/2015

ITS Quote No:
150730-01

Prepared For:
CFX

Special Information
Freight: PP & Add
Ship Via: Best Way
Terms: Net 30

Financial Project #:
Proposal ID:
Bid Date:

Prepared By:
TM

Qty	Item #	Item Description	Part Number	Description	Unit Price	Ext. Price
700			CL-TC1	Cyberlock for 336S and 334 Cabinets	$164.70	$115,290.00
20			CK-IR7	CyberKey II rechargeable battery	$86.00	$1,720.00
6			PP-01	Cyberlock Powerport mini CyberKey Recharger	$28.00	$168.00
3			CK-GM	Cyberlock CK-GM Grand Master key	$196.00	$588.00
3				Cyberlock Lock & Key cleaning brush	$5.00	$15.00
15			AH-W1	Cyberlock CyberKey Authorized Hub, Web 120V 60Hz AH-W1	$599.00	$8,985.00
15			AK-01	Cyberlock Authorizer Key port indoor/outdoor 1X8 display keypad	$401.00	$6,015.00
1				CyberAudit Professional Software - Server System	$1,410.00	$1,410.00
1				Training 10HRS	$1,300.00	$1,300.00
4				4 year extended warranty (Product comes with a 1 year)	$2,000.00	$8,000.00

**FO - furnish only*

Total: $143,491.00

Notes:
1. Sales Tax not included
2. Freight is included.
3. Computer Hardware not included in price.
4. Lead Time 8-10 weeks.

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: 800/633-3221
Fax: 256/353-4578

1954 - 2014
Serving the South's Traffic Needs for over 60+ Years

TO: Central Florida Expressway Authority
Attn: Keith B. DeLuca / Chirayu Amin
Fax:

DATE:	**7-Aug-15**
TERMS:	**NET 30 DAYS**
DELIVERY: Destination	**8 to 10 Weeks ARO**
SALESPERSON:	**Ian Cardozo**

QUOTE #:

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
700	Custom Cyberlock Lock for cabinets (CL-TC1)	$ 164.00	**$114,800.00**
20	CyberKey II Rechargable Battery (CK-RXD2)	$ 85.00	**$1,700.00**
1	USB Station with Cable for HQ (CKS-020)	$ 190.00	**$190.00**
14	Authorizer, Web Version , 120V (AH-W1)	$ 594.00	**$8,316.00**
14	Authorizer KeyPort (Ak-01)	$ 399.00	**$5,586.00**
0	Lock & Key Cleaning Brush (Brush-D)	$ -	**$0.00**
2	Grand Master (CK-GM)	$ 195.00	**$390.00**
	Hardware Sub Total		**$130,982.00**
0	Computer and Professional Server (unlimited locks)	$ 1,819.00	**$0.00**
1	CyberAudit Server Software Licenses	$ 950.00	**$950.00**
4	Extended Warranty (4 years + 1 original= 5 year warranty)	$ 1,638.00	**$6,552.00**
1	Software Updates for Professional	N/C	**N/C**
1	1 Day of Advanced Professional Training	N/C	**N/C**
1	1 Day of Professional Training	N/C	**N/C**
1	Shipping	$1,606.85	**$1,606.85**
	Cyber Software/Server + Warranty and training		**$9,108.85**
			$140,090.85

Freight is included
Quote valid for 90 Days

Quote Valid for____45_____ Days

CyberLock

Retail Price List - March 21, 2014

STANDARD CYLINDERS		
CL-6P1	6-pin, Schlage® format	$176.00
CL-6P3WR	6-pin, Schlage format, weather-resistant, designed for padlocks	$194.00
CL-C1N	Cam, 3/4" diameter, 3/8" tenon, multiple actions, straight latch	$177.00
CL-C5N	Cam, 3/4" diameter, 9/32" tenon, 90° action, no latch	$177.00
CL-C6N	Cam, 3/4" diameter, 1/4" tenon, 90° & 180° actions, multiple latches	$184.00
CL-ES2	Electronic switch with relay, 2.5" diameter plate (Different plate sizes upon request)	$300.00
CL-M2	Mortise, 1.125" (Finish choices: bright chrome, brushed chrome, bright brass, dark bronze)	$222.00
CL-M4	Mortise, 1.25" (Finish choices: bright chrome, brushed chrome, bright brass, dark bronze)	$222.00
CL-R1	Rim, U.S. standard (Finish choices: bright chrome, brushed chrome, bright brass, dark bronze)	$222.00
CL-LF01	Large format interchangeable core, Schlage format	$239.00
CL-SF03	Small format interchangeable core, Best format, 7-pin	$241.00
CL-SF03-A	Small format interchangeable core, Best format, 7-pin, built-in driver	$241.00
CL-OVL	Scandinavian oval	$222.00
CL-OVLWR	Scandinavian oval, weather-resistant with cover	$237.00
CL-PD3030	Profile, double, 30mm outside/30mm inside	$408.00
CL-PD3535	Profile, double, 35mm outside/35mm inside	$408.00
CL-PD4545	Profile, double, 45mm outside/45mm inside	$416.00
CL-PD6030	Profile, double, 60mm outside/30mm inside	$421.00
CL-PH30	Profile, half, 30mm	$222.00
CL-PH30T	Profile, half, 30mm true	$226.00
CL-PH32.5C	Profile, half, 32.5mm, with cover	$239.00
CL-PH35	Profile, half, 35mm	$222.00
CL-PH37C	Profile, half, 37mm, with cover	$239.00
CL-PH40	Profile, half, 40mm	$222.00
CL-PH42C	Profile, half, 42mm, with cover	$239.00
CL-PH45	Profile, half, 45mm	$226.00
CL-PH55	Profile, half, 55mm	$226.00
CL-PH65C	Profile, half, 65mm, with cover	$242.00
CL-PH80	Profile, half, 80mm	$226.00
CL-PH80C	Profile, half, 80mm, with cover	$244.00
CL-PK3030	Profile, knob, 30mm outside/30mm inside	$237.00
CL-PK32.530C	Profile, knob, 32.5mm outside/30mm inside, with cover	$256.00
CL-PK3535	Profile, knob, 35mm outside/35mm inside	$240.00
CL-PK3550	Profile, knob, 35mm outside/50mm inside	$240.00
CL-PK3735C	Profile, knob, 37mm outside/35mm inside, with cover	$256.00
CL-PK4030	Profile, knob, 40mm outside/30mm inside	$240.00
CL-PK4030C	Profile, knob, 40mm outside/30mm inside, with cover	$256.00
CL-PK5030	Profile, knob, 50mm outside/30mm inside	$240.00
CL-PK5050	Profile, knob, 50mm outside/50mm inside	$254.00
CL-PK6030	Profile, knob, 60mm outside/30mm inside	$254.00
CL-PK7030	Profile, knob, 70mm outside/30mm inside	$254.00
CL-PK8030	Profile, knob, 80mm outside/30mm inside	$259.00
CL-S02	Switch lock, .75" cam-style, on/off	$221.00
CL-SM2	Switch lock, .75" cam-style, momentary	$221.00
CLT-570	Australian 570 oval, tamper plug	$209.00
VENDING CYLINDERS		
CLT-T6H	Dual-action, back install, tamper plug	Call for Pricing
CLT-T7H	Spring latch, front install, tamper plug	Call for Pricing
STANDARD PADLOCKS CyberLock cylinder installed		
PL-01	Brass, 1" x 3/8" diameter stainless steel shackle	$227.00
PL-01KR	Brass, 1" x 3/8" diameter stainless steel shackle, key retaining	$234.00
PL-02	Brass, 2" x 3/8" diameter stainless steel shackle	$230.00
PL-02KR	Brass, 2" x 3/8" diameter stainless steel shackle, key retaining	$236.00
PL-03	Brass, 3" x 3/8" diameter stainless steel shackle	$233.00
PL-03KR	Brass, 3" x 3/8" diameter stainless steel shackle, key retaining	$240.00
CUSTOM PADLOCKS Minimum order quantity and set-up fee may be required		
PL-01-A	Brass, 1" x 5/16" diameter stainless steel shackle	$232.00
PL-01KR-A	Brass, 1" x 5/16" diameter stainless steel shackle, key retaining	$242.00
PL-02-A	Brass, 2" x 5/16" diameter stainless steel shackle	$235.00
PL-02KR-A	Brass, 2" x 5/16" diameter stainless steel shackle, key retaining	$245.00
PL-03-A	Brass, 3" x 5/16" diameter stainless steel shackle	$239.00
PL-03KR-A	Brass, 3" x 5/16" diameter stainless steel shackle, key retaining	$249.00
PL-BB45	Padlock, barbell format, 45mm shackle	$278.00
PL-HP1	High-security padlock, hockey puck format, stainless steel body	$347.00

CUSTOM CYLINDERS	Minimum order quantity and set-up fee may be required. Please call for details.	
CL-6P2	6-pin, Yale® 1801 hardware format	$176.00
CL-7P1	7-pin, Yale 1802A hardware format	$176.00
CL-C2N	Cam, 3/4" diameter, 3/8" tenon, 95°-210° or 30°-180° action, straight latch	$177.00
CL-C3N	Cam, 3/4" diameter, 3/8" tenon, 90° action, spring hook latch	$177.00
CL-C5NC	Cam, 9/32" tenon with collar	$194.00
CL-C6NF	Cam, 3/4" diameter, fully threaded body, 1/4" tenon, 90° & 180° actions, multiple latches	$184.00
CL-C7N	Cam, 22mm diameter, 10mm tenon, no latch or nuts	$177.00
CL-C8N	Cam, 3/4" diameter, 3/8" tenon, 90° action, latch spacer, no latch	$183.00
CL-C9N	Cam, 19mm diameter, 7mm tenon, 90° action, no latch or nuts	$188.00
CL-C10N	Cam, 3/4" diameter, 5/16" tenon, no latch	$179.00
CL-C11ND	Cam, 22mm diameter, 11mm tenon, 90° action, no latch or nuts, drill resistant	$207.00
CL-C12N	Cam, 22mm diameter, 1/4" tenon, 90° action, multiple latches	$188.00
CL-C13N	Cam, 22mm diameter, 11mm tenon, 90° action, no latch	$190.00
CL-C14N	Cam, RI 509/511 format	$177.00
CL-C15N	Cam, RI 503 format	$177.00
CL-C16N	Cam, RI 521 format	$177.00
CL-C17N	Cam, 30mm diameter, 11mm tenon	$215.00
CL-C18N	Cam, 3/4" diameter, 1-3/8" length, 1/4" tenon, square post, no latches	$209.00
CL-CA	Cabinet lock, 22mm diameter, weather-resistant	$206.00
CL-CA2D	Cabinet lock, 22mm diameter, drill resistant	$237.00
CL-CB	Cam, 23mm diameter, 7mm tenon, no latch or nuts	$179.00
CL-FK4141R	Fichet compatible, removable knob, 41mm outside/41mm inside	$267.00
CL-FR050	French round, 50mm	$222.00
CL-FR050B	French round, 50mm, bayonet style	$209.00
CL-FR075	French round, 75mm	$254.00
CL-FR100	French round, 100mm	$259.00
CL-FR120	French round, 120mm	$271.00
CL-IKC	Cam, Euro round, 1.175" diameter	$209.00
CL-IPS01	32mm IPS cam	$177.00
CL-IPS02	30mm IPS TE cam	$177.00
CL-IPS03	40mm IPS TE cam	$177.00
CL-KB1	Knob Block	$198.00
CL-M2C	Mortise, 1.125", with cover	$237.00
CL-M4C	Mortise, 1.25", with cover	$237.00
CL-M14	Mortise, 1-7/8"	$254.00
CL-MIWA-BH	CyberLock, MIWA Format, BH Version	$235.00
CL-MIWA-LA	CyberLock, MIWA Format, LA Version	$270.00
CL-OK3535	Oval with knob, 35mm outside/35mm inside	$274.00
CL-OVLD	Scandinavian oval, drill-resistant	$251.00
CL-OVLI	Scandinavian oval, interior installation	$222.00
CL-PDFR4045	Profile, double, free-rotating, 40mm/45mm interchangeable	$421.00
CL-PEM3030	Profile, 30mm outside electronic/30mm inside mechanical	$226.00
CL-PEM4040	Profile, 40mm outside electronic/40mm inside mechanical	$226.00
CL-PHS32.5XD	Profile, high-security, half, 32.5mm, enhanced drill-resistance	$330.00
CL-PHS36	Profile, high-security, half, 36mm	$330.00
CL-PKS3635	Profile, high-security, knob, 36mm outside/35mm inside	$358.00
CL-PKS6030	Profile, high-security, knob, 60mm outside/30mm inside	$358.00
CL-PKS6030R	Profile, high-security, removable knob, 60mm outside/30mm inside	$358.00
CL-PL2WRD	Cylinder for Abus padlock, drill- and weather-resistant	$251.00
CL-PL3WRD	Cylinder for Squire padlock, drill- and weather-resistant	$251.00
CL-PL6WR	Cylinder for removeable shackle padlock, weather-resistant	$190.00
CL-PM1D	Parking meter, double D tenon, drill-resistant	$203.00
CL-PM2D	Parking meter, round tenon, drill-resistant	$192.00
CL-R2	Rim, 36.3mm diameter, 24.6mm long	$237.00
CL-RK29	Ruko 29mm	$209.00
CL-RK29C	Ruko 29mm, with cover	$223.00
CL-RND29	Round 29mm	$222.00
CL-RND29WR	Round 29mm, weather-resistant with cover	$239.00
CL-RP1	Removable plug cylinder	$209.00
CL-RP2	Removable plug cylinder, cabinet format	$183.00
CL-RWR	Weather-resistant rim with cover, 28mm diameter, 34mm long	$237.00
CL-SH32	Swiss round half, 32mm	$222.00
CL-SK3232	Swiss round knob, 32mm outside/32mm inside	$252.00
CL-SK3232R	Swiss round, removable knob, 32mm outside/32mm inside	$252.00
CL-TC1	Traffic cabinet lock	$183.00
CL-TCG	Traffic cabinet lock, Gatsometer style	$214.00
CL-TEL	Telephone cash box	$206.00
CLT-530	Australian 530 format, tamper plug	$206.00
CLT-570D	Australian 570 format, tamper- and drill-resistant	$237.00
CLT-PL4WR	Cylinder for Lockwood padlock, weather-resistant, tamper plug	$215.00
CLTX-PL5WRD	Cylinder for Anchor LAS padlock, enhanced drill-resistance	$235.00

SAFE LOCKS	Sold through approved Safe Partners	
SL-DB1	Safe lock, deadbolt latch	Call for Pricing
SL-SP1	Safe lock, spring latch	Call for Pricing
SL-SW1	Safe lock, swing latch	Call for Pricing
SL-KS1	Keypad activation switch, La Gard	Call for Pricing
SL-KS2	Keypad activation switch, S & G	Call for Pricing
CYBERKEYS		
CK-IR7	User key, infrared, replaceable battery, replaceable tip	$98.00
CK-IR7-ROHS	User key, infrared, replaceable battery, replaceable tip, ROHS compliant	$128.00
CK-IR7C	Control key for CL-LF01 and CL-SF03 only, replaceable battery	$98.00
CK-RBT	User key, Bluetooth, infrared, rechargeable battery, replaceable tip	$195.00
CK-RXD	User key, infrared, rechargeable battery, replaceable case	$95.00
CK-RXD2	CyberKey® II, rechargeable battery, replaceable case, USB	$95.00
RECHARGING STATIONS		
PP-01	Power Port, mini CyberKey charger	$31.00
CKS-010	1-key charging station, 120v, 60Hz	$65.00
CKS-F10	1-key charging station, 220v, 50Hz	$65.00
CKS-016	6-key charging station, 120v, 60Hz	$330.00
CKS-F16	6-key charging station, 220v, 50Hz	$330.00
COMMUNICATORS		
CK-GM	Grand Master	$218.00
CKB-IR1	IR Encoder	$106.00
CKS-020	USB Station with USB cable (Also recharges rechargeable batteries)	$212.00
CKS-030	Web Station, 120v, 60Hz (Also recharges rechargeable batteries)	$469.00
CKS-F30	Web Station, 220v, 50Hz (Also recharges rechargeable batteries)	$469.00
CLP-100	USB Programmer with software	$241.00
AH-W1	CyberKey Authorizer® hub, web, 120v, 60Hz	$665.00
AH-W2	CyberKey Authorizer hub, web, 220v, 50Hz	$665.00
AK-01	CyberKey Authorizer keyport, indoor/outdoor installation,1 x 8 display, keypad	$446.00
MK-01	CyberKey Authorizer Mini keyport, indoor/outdoor installation	$218.00
CYBERKEY® VAULTS		
CKV-001	CyberKey Vault, 1-key capacity, 120v, 60Hz	$879.00
CKV-F01	CyberKey Vault, 1-key capacity, 220v, 50Hz	$879.00
CKV-020FX	CyberKey Vault, 20-key capacity, 120-220v, 50-60Hz, for use with CK-RXD/RXD2 keys only	$9,240.00
CKV-C1	Cable for CKV-020FX, European	$32.00
CKV-C2	Cable for CKV-020FX, Australian	$32.00
RFB-001	RFID card reader, USB connection	$380.00
RFC-010	RFID card, 13.56 MHz, pack of 10	$100.00
CYBERAUDIT SOFTWARE		
PROFESSIONAL		
CAP-100	CyberAudit® Professional	$1,064.00
CAP-100-D5	CyberAudit Professional, digital download	$1,064.00
SP-100	CyberAudit Server, Professional software	$1,567.00
SP-100-S	CyberAudit Professional installed on SP-100	$0.00
CAP-M01	Door & I/O software module, Professional	$560.00
ENTERPRISE		
ENTERPRISE	CyberAudit Enterprise	Call for Pricing
CAW-M01	Location graphics software module, Enterprise	$1,120.00
CAW-M02	Door & I/O software module, Enterprise	$560.00
CAW-M03	Key security pack software module, Enterprise	$1,120.00
CAW-M04	Lock list filtering software module, Enterprise	$1,120.00
CAW-M05	LDAP login/password verification software module, Enterprise	$1,120.00
CYBERLOCK FLEX SYSTEM®		
FLEX SYSTEM HUB		
FS-SH01	Flex System Hub, 8 input/output ports	$665.00
INPUT MODULES		
FS-KD01	Keypad display module	$525.00
FS-MP01	Flex keyport	$263.00
FS-RH02	13Mhz RFID reader with beeper	$302.00
OUTPUT MODULES		
FS-CV01	CyberKey weatherized vault module	$616.00
FS-DC01	Door & I/O module	$207.00

CYBERPOINTS		
CP-05	CyberPoint®, a non-locking version of CyberLock, used for data recording at checkpoints	$32.00
ACCESSORIES/PARTS		
A-CC375	Collar for 3/4" diameter cams, .375" length (minimum order may apply)	$17.00
A-IC01	Adapter kit, CL-SF03 to Yale IC format (minimum order may apply)	$32.00
A-U120	USB Station transformer, 120v, 60Hz	$20.00
A-U220	USB Station transformer, 220v, 50Hz	$20.00
BOX-01	Single gang box, indoor/outdoor	$19.00
BOX-02	4" x 4" x 4" junction box	$82.00
BOX-03	6" x 6" x 4" junction box	$131.00
BRUSH	Lock and key pin cleaning brush, stainless steel bristles	$5.00
BRUSH-D	Lock and key pin cleaning brush, stainless steel bristles, Dremel	$13.00
CK-CAP-010	Key tip cap, 10 pack	$62.00
FS-PLATE-101	Mounting plate for RFID, knob, and display modules, BOX-01	$22.00
FS-PLATE-201	Mounting plate for weatherized vault module, BOX-02	$22.00
FS-PLATE-202	Mounting plate for keypad display module, BOX-02	$22.00
FS-PLATE-301	Mounting plate for BOX-03	$22.00
HDM1459	USB micro cover for CK-RXD2, black, 10 pack	$11.00
HDP250	End cap for CK-RXD2	$3.00
HDP237	End cap for CK-RCG/RXD, black	$3.00
TIP-001	Replaceable tip for CK-IR7 and CK-RBT	$8.00
TIP-008	Replaceable case for CK-RXD	$17.00
TIP-009	Upgrade kit from CK-RCG to CK-RXD	$28.00
TIP-010	Replaceable case for CK-RXD2	$17.00
TWC-016	Standard USB to micro USB cable for CK-RXD2	$16.00
SERVICE ITEMS FOR CUSTOMERS USING WINDOWS VERSION OF PROFESSIONAL, CAS-100		
CK-P7	CyberLock Programmer, infrared	$218.00
CK-USB	USB Programmer, includes USB software.	$218.00

CyberLock, Inc.
1105 N.E. Circle Blvd., Corvallis, OR 97330
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CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Award of Contract to Schneider Electric Mobility, NA, Inc., for Maintenance of ITS Infrastructure
Contract No. 001113

In accordance with the approved Procurement Policy and the Procurement Procedures Manual, a Request for Proposals (RFP) to provide maintenance of ITS infrastructure ran in the Orlando Sentinel on June 28, 2015. Responses to the request were received from two (2) firms by the August 5, 2015, deadline for submittal of technical and price proposals. Those firms were: TransCore ITS, LLC and Schneider Electric Mobility NA, Inc. Since less than three proposals were received, the Procurement Procedures Manual requires that the Deputy Executive Director and the Director of Procurement meet to discuss the Authority's options which were to reject the proposals and re-advertise the project or to proceed with the review and evaluation process. That meeting took place on August 5, 2015, (with the Manager of Procurement acting on behalf of the Director of Procurement) and resulted in the decision to proceed with the process.

Copies of the technical proposals were distributed to the Evaluation Committee for review and scoring. The Evaluation Committee met on August 24, 2015, to discuss the proposals, conduct interviews, open the price proposals and record the scores. That scoring resulted in the following ranking of the firms:

Ranking	Firm
1	Schneider Electric Mobility, NA, Inc.
2	TransCore ITS, LLC

After the ranking was completed, the Director of Expressway Operations and the Director of Procurement met in accordance with the Procurement Procedures Manual to discuss the results. On August 25, 2015, a joint memo, recommending award of the contract to Schneider was submitted to the Executive Director who accepted the recommendation.

Board approval is requested to award the referenced contract to Schneider Electric Mobility, NA, Inc., in the amount of $2,243,699.54 for the Contract term of two (2) years.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: File

FROM: Claude Miller (Robert Johnson acting on Claude's behalf)
Director of Procurement

SUBJECT: Maintenance of ITS Maintenance
Contract No. 001113

DATE: August 5, 2015

As required by the Procurement Procedures Manual, this memo documents the results of a meeting held on August 5, 2015, between the Deputy Executive Director for Engineering, Operations, Construction and Maintenance, and the Manager of Procurement regarding the fact that only two submittals were received for the subject contract on the due date of August 5, 2015. The purpose of the meeting was to decide if the RFP review process should continue for the two submittals or if the proposals should be rejected and the contract re-advertised.

The submittals were received from Schneider Electric, Inc., and Transcore, Inc. Based on staff's knowledge of this industry, there are only 4 or 5 firms with the necessary experience to provide the highly specialized services required for the project. Schneider Electric and Transcore are two of those firms. The other firms are either at full work capacity with the ultimate I-4 project and other projects or focused on ITS maintenance outside the state of Florida.

Another consideration was the fact that the current contract for the services expires on October 30, 2015. Re-advertising the RFP would necessitate extending the current contract for at least 30-60 days which would not be in the Authority's best interest.

Based on the above, it was agreed that the RFP review process should continue for the two responses received.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Laura Kelley
Executive Director

FROM: Corey Quinn, P.E. CQ
Director of Expressway Operations

Claude Miller
Director of Procurement

SUBJECT: Maintenance of ITS Infrastructure
Contract No. 001113
Recommendation for Award of Contract

DATE: August 25, 2015

A Request for Proposals (RFP) from qualified firms to provide the subject services was advertised on June 28, 2015. Responses to the request were received from two (2) firms (TransCore ITS, LLC, and Schneider Electric Mobility, NA, Inc.) by the August 5, 2015, deadline for submittal of technical and price proposals. Since less than three submittals were received, the Deputy Executive Director for Engineering, Operations, Construction and Maintenance, and the Manager of Procurement (acting on behalf of the Director of Procurement) met in accordance with the Procurement Procedures Manual on August 5, 2015, and agreed that the review and evaluation process for the two submittals should proceed.

Copies of the technical proposals were distributed to the Evaluation Committee for review and scoring. The Committee met on August 24, 2015, to discuss the proposals, hear the oral presentations, open the price proposals and record the scores. That scoring resulted in the following ranking of the firms: 1) Schneider Electric Mobility, NA, Inc..; 2) TransCore ITS, LLC.

In accordance with the Procurement Procedures Manual, Article V, Procurement Processes, as it relates to a recommendation of award when less than three sealed proposals are received, and for the reasons stated in the Director of Procurement's memo to the file dated August 5, 2015, it is our joint recommendation that the contract be awarded to Schneider Electric in the amount of $2,243,699.54. We believe that the Authority's best interests would be served by awarding the contract to Schneider Electric.

Accept Recommendation X Reject Recommendation ____

Laura Kelley, Executive Director — 8-25-15 Date

If rejected, reason(s) for rejection:

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 10th day of September, 2015, between the CENTRAL FLORIDA AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SCHNEIDER ELECTRIC MOBILITY, NA, INC., hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide complete maintenance services for the AUTHORITY's ITS infrastructure and systems 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 and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about June 29, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two 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 complete maintenance services for the AUTHORITY's ITS infrastructure and systems 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 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,
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").

2. TERM AND NOTICE

The initial term of the Contract will be two (2) years from the date first written above. There shall be three (3) 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 two-year Contract Term and any subsequent renewal.

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 two-year Contract term is $2,243,699.54.

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 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.

6.5 **Performance Bond** equivalent to $1,000,000.00 issued on an annually renewable basis;

6.6 **Employees Fidelity Bond** covering each employee for a minimum of $100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. 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.

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 plazas or other areas upon which services are performed;

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

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 the 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. 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.

7.5 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.

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 "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

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

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 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.

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

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 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

27.2 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 authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 10, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name:_____

SCHNEIDER ELECTRIC MOBILITY, NA, INC.

By: _____

Print Name:_____

Title:_____

ATTEST:_____(Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 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 $295,805.03 to Extreme Network's authorized vendor Carousel Industries. Unit prices for the required items are based on GSA Contract No. GS-35F-0511T.

Each ramp plaza contains a network switch that provides communication for all the toll equipment, phones, and monitoring equipment. The current switches have reached end of life and are no longer supported by the manufacturer. The ramp plaza tolling equipment is dependent upon these switches for all network communications. The purchase order will allow replacement of the current switches at 67 ramp plaza locations and provide for one year of support.

Carousel INDUSTRIES®

Central Florida Expressway Authority
Extreme Networks

Created By: Vishal Nanda
Account Executive: Ken Jones
Report Created: 6/4/2015
Tracking Number: 194549 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	67	$3,705.00	$248,235.00	$105,821.87
	16422	Core Lic from Edge Llc - X460/-G	67	$2,995.00	$200,665.00	$85,623.76
	10930A	Summit 300W AC PSU XT	134	$495.00	$66,330.00	$28,303.01
	10945	FAN Module for Summit X470 Series Switches - front to back airflow	67	$295.00	$19,765.00	$8,433.73
	10061	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	134	$15.00	$2,010.00	$857.67
	PS-ESU-10	Extreme SERVICE UNITS, 10-PACK	1	$22,000.00	$22,000.00	$0.00
				Sub-Total	$559,005.00	$229,140.03

Installation - Project Management

Deliverable	Part #	Description	Qty	MSRP/Unit	MSRP/Total	Extended Price
	00049				$0.00	$0.00
	00049				$0.00	$0.00
	00049				$0.00	$0.00
		Shipping is NOT included				
				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	67	$185.00	$12,395.00	$12,395.00
16422	95600-X460CORE	Carousel Extreme Essential - PWP Software and TAC-X460CORE - 1 Year	67	$190.00	$12,730.00	$12,730.00
10053H-AO	95504-10053H	Carousel Extreme Essential - PW NBD AHR-10053H - 1 Year	134	$310.00	$41,540.00	$41,540.00
				Sub-Total	**$66,665.00**	**$66,665.00**

	MSRP	EXTENDED
Product Total	**$559,005.00**	**$229,140.03**
Installation - Project Management Total	**$0.00**	**$0.00**
Training -Professional Services Total	**$0.00**	**$0.00**
Support Contract Total	**$66,665.00**	**$66,665.00**
TOTAL	**$625,670.00**	**$295,805.03**

NOTES:

CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Approval of Purchase Order for Traffic & Parking Control Co. Inc. (TAPCO) for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment

Board approval is requested to issue a purchase order to TAPCO in the amount of $447,000.00 to purchase wrong-way driving vehicle detection and countermeasures equipment for installation at 19 ramps on the system: S.R. 417 at Moss Park Road (north and southbound), Innovation Way (north and southbound), University Boulevard (southbound), US 441 (north and southbound), and S.R. 50 (north and southbound); S.R. 408 at Clark Road/S.R. 50 (westbound), Old Winter Garden Road (westbound), John Young Parkway (west and eastbound), Chickasaw Trail (eastbound), and Dean Road (west and eastbound); S.R. 414 at Keene Road (westbound); S.R. 429 at CR 437A (southbound); S.R. 451 at Vick Road (northbound). An additional 8 locations are still under design so the equipment requirements at those locations have not been finalized.

Under the Procurement Policy, Article XII, Exemptions From Competitive Procurement Processes, paragraph M, Single Source and Sole Source Purchases, this procurement is exempt from competitive procurement requirements; however, Board approval is required since the amount will exceed $50,000.00.

ATKINS **Memorandum**

Date: August 24, 2015

To: Corey Quinn, P.E / CFX

From: Keith DeLuca / Atkins

CC: File: Charles R. Lattimer, P.E. / Atkins
ITS Deployment / Wrong Way Driving Pilot

Re: **Wrong Way Diving Pilot Program – Recommendation for Enhanced Equipment and Vendor Services**

The Central Florida Expressway Authority (CFX), in conjunction with the University of Central Florida (UCF), has currently deployed a wrong way driving countermeasures test system at five locations capable of alerting motorists they are traveling the wrong way onto the expressway. On June 24, 2013, a justification for single source determination naming Tapco Parking and Traffic Company, Inc. was provided to the Authority describing the purpose and functionality of the system.

In response to recommendations from local citizens and the fact the system has proven effective by deterring potential wrong way drivers from entering the freeway, the CFX Board of Directors recommended the expansion of the current five locations up to an additional thirty-two (32) more. Currently nineteen (19) sites have been evaluated and design is nearing completion. In order to meet a December 2015 construction schedule, Tapco equipment procurement of the first nineteen (19) sites is necessary. The balance of the sites shall be incorporating laser technology which was successfully tested at CFX Headquarters August 20, 2015.

Tapco has also agreed for a nominal fee to assist in the development of construction plans specific to the Authority's roadway geometrics as an added value. Since this application is an extension of the original pilot project and the first of its kind in Central Florida, we would recommend that the Authority accept this offer to promote an additional level of design oversight critical for the success of this project.

Based on the information provided by the above referenced manufacturer and their willingness to submit their quotations and terms, we recommend that the equipment be purchased by CFX and owner furnished to the Contractor at time of construction. Additional benefits of owner furnishing is tax exemption, free shipping and no contractor mark-up. The total cost of the quote is $ 447,000.00.

Please see attachments with the quote for all devices necessary to construct, deploy and maintain the nineteen (19) additional wrong way driving countermeasure locations.

Please call me at (407) 806-4445 if you have any questions or if you would like to discuss further.

I:\Projects\OOCEA\ITS Deployment\Wrong Way Driving Pilot

Traffic & Parking Control Co, Inc.
5100 W Brown Deer Rd
Brown Deer, WI 53223
800-236-0112

August 21, 2015

Mr. Corey Quinn, P.E.
Director of Expressway Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Mr. Quinn:

Thank you for your continued interest in TAPCO's Wrong Way Vehicle Detection Equipment. We are pleased to assist your organization in their further enhancement of Wrong Way Vehicle Countermeasures. As requested, you'll find our detailed equipment quote in the following pages.

I welcome any questions or concerns you may have. Please do not hesitate to contact me directly to discuss any aspects of the attached quotation, or specifics of our proposed equipment.

With best regards,

Maximilion Smith

Maximilion Smith
Engineering Manager
Traffic & Parking Control Co, Inc.
max@tapconet.com
262-649-5232

TAPCO®

5100 W Brown Deer Rd, Brown Deer, WI 53223 800-236-0112

Wrong Way Detection Equipment Quotation

Prepared Exclusively for Central Florida Expressway Authority

August 21, 2015

-Confidential-

TAPCO®

5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

SALES QUOTE

Customer Copy

Number	**ETO15-00864**
Date	8/21/2015
Page	1

Sell To Cust. C39680	Ship To Cust.
Central Florida Expressway Authority Corey Quinn 4974 ORL Tower Road ORLANDO, FL 32807 USA	Central Florida Expressway Authority Corey Quinn 4974 ORL Tower Road ORLANDO, FL 32807 USA

Reference #	Expires	Slsp	Terms	Freight	Ship Via
	9/30/2015	Max Smith	Net 30 DAYS	PREPAID	BEST RATE

Item	Description	Quantity	UM	Price	UM	Extension
2180-SYSTEM	Radar-Based Wrong Way Detection System (See Attached Details)	19	EA	23,500.00	EA	$446,500.00
2180-CUSTOM	Upgrade to Black Powder Coat Control Cabinets & Black Vinyl Backed Signs (Per System)	1	EA	500.00	EA	$500.00
	Furnish Only Freight Included					
	Delivery by 12/4/2015 if a PO/Promissary Note is Recevied by 9/4/2015					

Shipment within _____
Acceptance By _____
Date _____
By _____

Merchandise	Freight	Tax	Total
$447,000.00	$0.00	$0.00	$447,000.00

THANK YOU FOR CALLING TAPCO!!! THIS OFFER IS SUBJECT TO TERMS AND CONDITIONS SHOWN ON REVERSE SIDE

Radar-Based Wrong Way Detection System Component Listing

Each System Contains:

Primary Detector Pole Components	
Qty	**Description**
1	**Incoming Radar Cabinet Assembly with Dual Output** -Primary Output to Activate Warning Lights -Secondary Output to Confirm Approaching Vehicle -Banding Brackets
1	**Incoming Camera Assembly** -Captures Images after Warning Light Activation -Banding Brackets
1	**Outgoing Radar Cabinet Assembly with Single Output** -Output to Confirm Departing Vehicle -Banding Brackets
1	**Outgoing Camera Assembly** -Output to Confirm Departing Vehicle with Cross-Line Analytics -Captures Images of Confirmed Wrong Way Vehicle -Banding Brackets
1	**Wrong Way Control Cabinet Assembly** -All Aluminum Construction, Vented, Screened -120W 12VDC Power Supply -120W 24VDC Power Supply -Solid State Flash Controller -Solid State Output for LED Illuminator -Solid State LED Output Drivers (Up to 4 Light Bars) -900MHz FHSS Wireless Transceiver -900MHz Omni-Directional Antenna -Dual Camera Controllers -Dual Serial to Ethernet Converters -4G/LTE Cellular Gateway -Cellular Antenna -5 Port 10/100 Switch -Lighting Arrestor -Circuit Breaker -Screw-Type Terminal Block -Banding Brackets
1	**LED Illuminator** -Provides Additional Lighting for Increased Outgoing Camera Performance -Activated Simultaneously with Warning Lights -Banding Brackets
2	**RRFB Light Bar** -Dual 8 LED Modules - Red -Banding Brackets
1	**48" x 36" R5-1a WRONG WAY Static Sign** -3M DG3 Retro-Reflective Sheeting -3M 1160 Anti-Graffiti Overlay -.080" Aluminum

Warning Pole Components (Hardwired to Adjacent WW Control Cabinet)	
Qty	**Description**
2	**RRFB Light Bar** -Dual 8 LED Modules – Red -Banding Brackets
1	**48" x 36" R5-1a WRONG WAY Static Sign** -3M DG3 Retro-Reflective Sheeting -3M 1160 Anti-Graffiti Overlay -.080" Aluminum

Up-Stream Controller Pole Components (Radio Activated)	
Qty	**Description**
1	**Warning Control Cabinet Assembly** -All Aluminum Construction, Vented, Screened -120W 12VDC Power Supply -Solid State Flash Controller -Solid State LED Output Drivers (Up to 4 Light Bars) -900MHz FHSS Wireless Transceiver -900MHz Omni-Directional Antenna -Lighting Arrestor -Circuit Breaker -Screw-Type Terminal Block -Banding Brackets
2	**RRFB Light Bar** -Dual 8 LED Modules - Red -Banding Brackets
1	**48" x 36" R5-1a WRONG WAY Static Sign** -3M DG3 Retro-Reflective Sheeting -3M 1160 Anti-Graffiti Overlay -.080" Aluminum

Warning Pole Components (Hardwired to Adjacent Up-Stream Warning Control Cabinet)	
Qty	**Description**
2	**RRFB Light Bar** -Dual 8 LED Modules - Red -Banding Brackets
1	**48" x 36" R5-1a WRONG WAY Static Sign** -3M DG3 Retro-Reflective Sheeting -3M 1160 Anti-Graffiti Overlay -.080" Aluminum

*Pricing includes aluminum shields with fasteners if needed for ramp tuning

Black System Add-On Component Listing

Each Upgrade Contains:

Items to be Upgraded to Black Finish	
Qty	**Description**
1	**Wrong Way Control Cabinet Upgrade** -Black Powder Coat Finish Exterior -Black Powder Coat Finish Banding Brackets
1	**Up-Stream Control Cabinet Upgrade** -Black Powder Coat Finish Exterior -Black Powder Coat Finish Banding Brackets
2	**Radar Cabinet Bracket Upgrade** -Black Powder Coat Finish Banding Brackets
X	**Radar Shield Upgrade** -Black Powder Coat Finish Radar Shields (If needed for ramp tuning)
4	**48" x 36" R5-1a WRONG WAY Static Sign Upgrade** -3M Black Vinyl Back

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: Claude Miller
Director of Procurement

FROM: Corey Quinn CQ
Director of Expressway Operations

SUBJECT: Single Source Justification for
Traffic & Parking Control Co., Inc. (TAPCO)
Wrong Way Driving Detection System Pilot Project

DATE: July 11, 2013

In accordance with the Procurement Procedures Manual, your approval is requested to designate Traffic & Parking Control Co., Inc. (TAPCO) as a single source vendor and exempt from the competitive bidding requirements to provide a wrong-way detection system for the Orlando-Orange County Expressway Authority's expressway system. It is my opinion that the single source determination is justified based on the attached documentation from Atkins that demonstrates the good faith efforts made to support this request.

✓ Approved _____ Disapproved

Claude Miller, Director of Procurement

WALTER A. KETCHAM, JR. *Chairman*
R. SCOTT BATTERSON, P.E. *Vice Chairman*
TERESA JACOBS *Secretary/Treasurer Ex Officio Board Member Orange County*
VACANT *Board Member*
NORANNE B. DOWNS, P.E. *Ex Officio Board Member Florida Department of Transportation*
MAX D. CRUMIT, P.E. *Executive Director*

ATKINS **Memorandum**

Date: June, 24 2013

To: Corey Quinn, P.E / OOCEA

From: Keith DeLuca KD.

CC: Charles R. Lattimer, P.E. / Atkins
File: ITS Deployment / Wrong Way Driving Detection System Pilot Project

Re: **Wrong Way Driving Detection System Pilot Project**
Justification for Single Source Determination

The Orlando-Orange County Expressway Authority in conjunction with the University of Central Florida (UCF) is assembling a conceptual plan and a cost estimate to test a system capable of alerting motorists they are traveling the wrong way on selected expressway ramps. A study undertaken by Dr. Haitham Al-Deek from UCF has indicated that the occurrences of wrong-way driving (WWD) on the Authority's expressway system may be underreported. The purpose of this pilot project is to gather quantitative data of WWD activity in the vicinity of five (5) expressway off-ramps and equip wrong-way warning signs at those ramps with supplemental flashing beacons for increased safety.

Since expressway wrong-way detection systems are currently not common, Atkins recommends that the key components of the system be equivalent to those used elsewhere by others in similar successful test applications. In the case of Rectangular Rapid Flash Beacons (RRFB), the Tapco Traffic and Parking Control AC powered RRFB Perimeter Wrong Way System has been recommended by Haitham Al-Deek, Ph.D., P.E. Professor of Engineering, University of Central Florida and currently is in use by the Texas Department of Transportation in the San Antonio District. Tapco is currently an FDOT Approved Products List (APL) vendor. The Tapco RRFB system as of yet has not been tested by Traffic Engineering Research Laboratory (TERL).

Recommended Vendors:

Wavetronix – Oviedo, FL 32765
Contact: Kevin Yorke – Applications Engineer, Phone; 407-575-8601
Mike Kline – Southeast Regional Sales Manager, Phone; 407-366-5144

- Wavetronix HD products have been used extensively on the Authority's expressway system as well as the Florida Department of Transportation's (FDOT) roadways. Wavetronix Click products are currently listed on the FDOT Approved Products List.
- Wavetronix is offering a price reduction over their regular price in order to participate in the wrong way detection pilot project (see quote contained in Attachment A).
- Wavetronix HD Sensors are currently being deployed by the Texas Department of Transportation (TxDOT) in a wrong-way driving detection application in San Antonio Texas.

Tapco Traffic and Parking Control – Brown Deer, WI 53223
Contact: Bryan Everard – TAPCOMade Products Sales Manager, Phone; 866-814-7337

482 South Keller Road • Orlando FL 32810-6101 • 407.647.7275

- The Tapco Traffic and Parking Control AC powered RRFB Perimeter Wrong Way System has been recommended by Haitham Al-Deek, Ph.D., P.E., Professor of Engineering, University of Central Florida and currently is in use by the Texas Department of Transportation in the San Antonio District.
- Tapco has offered to furnish "buy one – get one free" system equipment. Tapco offers a 2 year warranty from date of installation or 3 years from date of purchasing (whichever occurs first). Please see quote contained in Attachment B for additional information.
- TAPCO will offer phone support during installation and an onsite presence during walk through.
- TAPCO would also pick up all the freight costs.

The pilot system will consist of two primary components:

- A radar system installed on the wrong-way signs at each ramp will detect a wrong-way driver on the ramp. The radar system will activate a rectangular rapid flash beacon (RRFB) on the sign to provide an enhanced alert to motorist of their WWD behavior.
- Supplemental Click 512 modules will be installed in selected existing Wavetronix sensors on the Expressway mainline to detect wrong-way driving activity on the mainline in the vicinity of the ramps in the study area.

The cost to furnish and install the wrong-way pilot system is estimated to be:

Item	Quantity	Unit Cost	Total Cost
Tapco RRFB Kit	6 (includes one spare)	$ 2,300.00	$ 13,800.00
Wavetronix Click	10	$ 987.50	$ 9,925.00
Infrastructure/ Installation			$106, 275.00
		Grand Total	$ 130,000.00

Atkins recommends the Authority directly purchase six (6) Tapco Ramp kits and ten (10) Wavetronix Click 512 devices for use in the Wrong-Way Detection Pilot Project.

Please call me at (407) 806-4445 if you have any questions or if you would like to discuss further.

482 South Keller Road • Orlando FL 32810-6101 • 407.647.7275

CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

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

FROM: Claude Miller, Director of Procurement

DATE: August 20, 2015

RE: Approval of Insurance Proposal with FMIT

In order to obtain insurance on its assets, the Authority utilizes an independent insurance broker, Arthur J. Gallagher, for risk management advice and the solicitation and evaluation of proposals for insurance coverage. Our current insurance policy for Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability, and Property & Crime expires on 9/30/15, and is with Florida Municipal Insurance Trust (FMIT), administered by the Florida League of Cities.

Gallagher has performed a full marketing of the Central Florida Expressway Authority's package program. In addition, they considered several deductible options with the current insurers. There were a total of nine carriers that were approached. Gallagher received five firm declinations, two indications and two firm quotes (FMIT and Zurich). Of the two indications, both were significantly higher than the quote from FMIT. The quote from Zurich was not as competitive due to the significantly higher deductible. Apart from the base quote, two higher deductible options from FMIT were considered by CFX management and it was decided that they were not cost effective. The base renewal quote from FMIT for the upcoming year of 10/1/15 to 9/30/16 has a policy premium for $143,305. This is an increase of 15% from last year's premium. Gallagher recommends renewing the policy with FMIT for the following reasons:

- FMIT is one of the few insurers which is able/willing to provide coverage for the unique exposure posed by the Authority's roadways.
- Gallagher has found FMIT to have an on-going stable program.
- This quote is competitively solicited as noted above.

Staff concurs with Gallagher's recommendation and requests that the Board approve the insurance policy for 10/1/15 to 9/30/16 with FMIT at a premium not to exceed $145,000 (which will allow for possible slight increases or additions for property).

Consent Agenda 8/15

Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

This program renews October 1, 2015 for a period of one year and includes coverage for Real and Personal Property, Time Element, Machinery & Equipment Breakdown, Crime, Faithful Performance, General Liability, Employee Benefits Administration Liability, Errors & Omissions (Public Officials) Liability, Employment Practices Liability, Auto Liability, Auto Physical Damage and Workers Compensation / Employers Liability.

A full marketing of CFEA package program was conducted as in previous years. We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program. Additionally, we have several options to consider with your current insurers should the Authority desire to retain more risk.

Option 1: Higher Deductible of $25,000 with FMIT

- Provides CFEA roughly $14,000 in premium savings; however, CFEA must retain all losses below $25,000.
- In the past 5 years, CFEA has total incurred losses of $22,308 on average below the $25,000 deductible.
- If future loss history improves, CFEA could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

Option 2: Higher Deductible of $50,000 with FMIT

- Provides CFEA roughly $30,000 in premium savings; however, CFEA must retain all losses below $50,000.
- In the past 5 years, CFEA has total incurred losses of $43,767 on average below the $50,000 deductible.
- If future loss history improves, CFEA could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

Option 3: Insuring the FMIT Property via the Zurich Bridges Policy

- This provides roughly a savings of $17,000; however, CFEA would have a larger property deductible of $100,000 through the Zurich policy versus the current $5,000 FMIT deductible
- CFEA has historically had favorable loss experience for property insurance with no major losses paid by FMIT

CARRIER	RESPONSE	COMMENTS
Florida Municipal Insurance Trust	Quoted	Package: As Expiring / $143,305 Property Deductible $5K Liability Deductible $0 Auto Physical Damage Deductible $500 WC Deductible $0 Package: $25K Deductible / $128,874 Package: $50K Deductible / $113,072 *NOTE: FMIT has over the past several years paid a member dividend back to CFEA. This dividend check to CFEA is projected to be $7,955 after the 10/1/2015 renewal is bound
Public Risk Management of Florida	Indication, Not-Competitive	Package: Indicated 40% higher premium, $200,000, as a result of loss history. Declined to formally quote as their pricing was dramatically higher than FMIT and unfavorable loss history on liability and workers compensation lines.

Executive Summary

Brit – Lloyds	Indication, Not Competitive	Package: Indicated a minimum premium of $150,000 for $50,000 self-insured retention for all lines of insurance. When including annual deductible expenses, the average annual cost would be $193,767. Additionally, Brit cannot insure the full property limit which would result in additional premium costs.
Zurich	Quoted Property Option	Property: Agreed to add property TIV of $29,277,551 to the current Zurich Bridge property policy subject to the same terms and conditions including $100K deductible and $500K Named Storm deductible. The annual premium of $27,595.60 would be pro-rated to $20,640.30.
Travelers	Declined to Quote	Package: Declined due to current open loss reserve
Hanover Insurance Company	Declined to Quote	Package: Declined due to FMIT's auto is a very competitive rate and the class of business is outside of their appetite.
Liberty Mutual Insurance Company	Declined to Quote	Package: Declined as their position has not changed from prior years. Liberty would not be a market.
Unisource	Declined to Quote	Workers Compensation: Given nature of operations combined with incumbent/current pricing model and does not have a standard market that would consider nor compete.
Zenith	Declined to Quote	Workers Compensation: Declined due to class of business

Details of FMIT's offer for the 10/1/15 renewal are outlined in this proposal and the total premium for 2015 is $143,305. This is an increase of approximately 15% from expiring.

The premium increase is coming from the Liability coverage section and FMIT has explained this is due to a recent increase in claims activities. There are three claims currently reserved for over $100,000. Attached is the FMIT loss runs for your review.

Currently, the CFEA FMIT package program is on guaranteed cost with the only deductible applying being a $5,000 property deductible and $500 comp/collision for auto physical damage coverage. FMIT has provided the below deductible options of $25,000 and $50,000 across all lines of coverages.

Central Florida Expressway Authority

Executive Summary

LINE OF COVERAGE		EXPIRING PROGRAM CARRIER	EXPIRING PROGRAM COST	PROPOSED PROGRAM CARRIER	PROPOSED PROGRAM OPTION 1 AS EXPIRING	PROPOSED PROGRAM OPTION 2 $25,000 DEDUCTIBLE	PROPOSED PROGRAM OPTION 3 $50,000 DEDUCTIBLE
Package Policy Including:	Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)		Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)			
Property including B&M;	**Estimated Cost**		$45,060		$48,256	$46,808	$44,878
Crime, Finance Director Bond & Faithful Performance;	Annualized Cost		Included		Included	Included	Included
General Liability including EBL;	TRIA Premium		Included		Included	Included	Included
Public Official Liability including EPL;			$15,570		$19,507	$17,148	$15,511
Auto Liability;			Included		Included	Included	Included
Auto Physical Damage;			$21,664		$30,458	$26,733	$24,156
Workers Compensation/ Employee Liability			Included		Included	Included	Included
			$4,152		$4,160	$3,233	$3,009
			$1,626		$1,526	$1,003	$ 927
			$36,587		$39,398	$33,949	$24,591
Total Estimated Program Cost			**$124,659**		**$143,305**	**$128,874**	**$113,072**
Percentage Change from Expiring					**15%**	**3%**	**-9%**

The FMIT Board of Trustees has again approved a $6,000,000 return of premium for members that had property coverage in the 2013-2014 Fund Year. The directive of the Board was to return property premium on the renewing members for 2015-2016 that participated in the Trust's property program in 2013-2014. A preliminary calculation has been made to establish a minimum amount the member can expect to be used for budget purposes. Based on the property premiums paid in 2013-2014 the CFEA can expect $7,955 in return premium upon renewal of the FMIT program as presented in our proposal. This return premium would be issued and sent by FMIT via a check directly to CFEA.

FMIT has released their changes to Coverage Trust Agreement and the summary they provided in included within the Proposal. FMIT has not confirmed whether any changes will apply to any other coverage forms. As soon as we have this information, we will advise.

We appreciate the opportunity to work with the Authority. In the following pages, we have provided further details on the insurance coverages. Thank you again for allowing us to be your partner in this placement.

Chris Connelly
Thursday, August 20, 2015

CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

FROM: Lisa Lumbard, Chief Financial Officer

DATE: September 1, 2015

RE: Approval of the Amendment and Restatement of existing private placement credit facilities between the Authority and Wells Fargo Bank, N.A. with respect to the Authority's Variable Rate Refunding Revenue Bonds, Subseries 2008B-3 and 2008B-4 Bonds

As of last fall all four of CFX's variable rate bonds (2008B-1, 2008B-2, 2008B-3 and 2008B-4) were supported by either a Letter of Credit (LOC) or were in the form of a floating rate note placed directly with a bank. 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 and April 29, 2015 Finance Committee Meetings. The draft minutes of the April 29, 2015 Finance Committee Meeting are attached.

Wells Fargo Bank, N.A. responded with a proposal to continue to hold both the 2008B-3 and 2008B-4 Bonds at a rate of SIFMA plus 53.5 basis points for an additional 4 year period and agreed to the changed terms consistent with the Authority's objectives with respect to the TIFIA Loan Agreement. I have attached a summary matrix of the responses. At the April 29, 2015 Finance Committee Meeting, staff was given direction to go forward with negotiations with Wells Fargo for two 4 year floating rate notes. The draft minutes of the April 29, 2015 Finance Committee Meeting are attached. The conversions of the 2008B-1 and 2008B-2 Bonds to direct placements have already been completed.

Approval of the Amendment and Restatement of existing credit facilities (known as Continuing Covenants Agreements) between the Authority and Wells Fargo Bank, N.A. pursuant to which the Authority's Variable Rate Refunding Revenue Bonds, Subseries 2008B-3 ($149,440,000) and 2008B-4 ($99,615,000) Bonds were privately placed to Wells Fargo Bank, N.A. is requested. Also, authorization is requested to permit the Chairman, Executive Director, Chief Financial Officer and Assistant Secretary to approve final modifications and amendments to the Amended and Restated Continuing Covenants Agreement and sign any and all documents and certificates in connection therewith, subject to the following parameters: (a) Agreements must cover the entire outstanding principal amount of the Subseries 2008B-3 and 2008B-4 Bonds; (b) the additional term of the credit facilities shall be for a period of at least 4 years; (c) the interest rate on the credit facilities shall be consistent with the rates proposed by Wells Fargo Bank, N.A., in its proposal to the Authority; and (d) Wells will not have the right to accelerate the Subseries 2008B-3 and 2008B-4 Bonds so long as no other bondholder or credit provider has the right to accelerate bonds of the Authority.

Central Florida Expressway Authority
Request for Proposal: Letter of Credit and/or Direct Placement Index Floaters
Addendum 1 Response Matrix

		Letter of Credit				Direct Purchase					
	Addendum 1 Response	2-Year	3-Year	4-Year	5-Year	3-Year	4-Year	5-Year	6-Year	7-Year	10-Year
Barclays ($150MM)	Agreed to Terms of Addendum 1							SIFMA + 55 bps	SIFMA + 62.5 bps	SIFMA + 67.5 bps	
RBC ($120MM)	Agreed to Terms of Addendum 1		48 bps	55 bps		SIFMA + 58 bps	SIFMA + 65 bps				
Mizuho & SunTrust ($250MM)	Agreed - Subject to further Legal review	40 bps	53 bps	65.5 bps	78.5 bps						
Wells Fargo ($250MM)	Requests the opportunity to discuss a covenant cross-default provision					SIFMA + 47.5 bps (SIFMA + 45 bps)*	SIFMA + 53.5 bps*	SIFMA + 57.5 bps			
TD Bank ($120MM)	Longer Term out 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	53 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		56 bps								
BAML ($218MM)	No Response					SIFMA + 46 bps	SIFMA + 58 bps	SIFMA + 73 bps		SIFMA + 93 bps ($150MM)	
PNC ($100MM)	No Response					SIFMA + 116 bps		SIFMA + 146 bps		SIFMA + 183 bps	
Public FRN	N/A					SIMFA + 45 bps	SIMFA + 55 bps	SIMFA + 65 bps			

*In response to Addendum 1, Wells Fargo amended their 3-Year proposed rate to SIFMA + 45 bps and added a 4-Year option at SIFMA + 53.5 bps

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FINANCE COMMITTEE MEETING
April 29, 2015

Committee Members Present:
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
Sylvia Dunlap, National Minority Consultants
Steven Alexander, PFM
Todd Morley, Wells Fargo
Tamaa Patterson, Jefferies
David Ardayfio, Barclays
David Thornton, Wells Fargo
Hugh Miller, CDM Smith

CALL TO ORDER

Mr. Bass, Seminole County and chairman was not present and by consensus the committee appointed Michael Kurek to be chairman for the meeting.

The meeting was called to order at 2:03 p.m. by Michael Kurek, Osceola County.

PUBLIC COMMENT

There was no public comment.

APPROVAL OF MINUTES

A motion was made by Mr. McCullion and seconded by Mr. Winterkamp to approve the March 4, 2015 Finance Committee minutes as presented. The motion carried unanimously with four members voting AYE by voice vote; Mr. Bass was not present.

REVIEW OF DRAFT FISCAL YEAR 2016 OPERATIONS, MAINTENANCE, AND ADMINISTRAION BUDGET

Lisa Lumbard presented the Draft Fiscal Year 2016 Operations, Maintenance, and Administration Budget. The Budget will be presented in draft form to the full Board in May and the final budget will be presented in June. The budget is increasing by $8,035,134 or 12.7%. The areas of increase are detailed as follows:

- E-PASS-
    - New transaction fee with the Florida Turnpike Enterprise. Per the Wekiva interlocal agreement, when the first section of the Wekiva Parkway opens a transaction fee is to be charged between CFX and FTE for processing each other's electronic transactions. Cost of transaction fee needs to be negotiated.
    - Service center staffing going out for RFP and customer service representative salaries starting at a higher rate.
- Public Outreach/Education- Larger area to be covered by CFX.
- Violation Enforcement and Revenue- Increase due to larger number of unpaid notices sent out monthly.
- Plazas- Increase in salaries due to new toll operations staffing contract.
- Maintenance Administration- New position for Landscape Horticultural Specialist.
- Expressway Operations- New position for Manager of Expressway Operations.
- Intelligent Transportation Systems Maintenance- Incorporating more cameras and message signs.
- Consultant Fees for Phase III of the Wrong way Driving Study- Higher consultant fee.
- Routine Maintenance- Contractual increases.
- Executive- Budgeted for federal lobbyist and new membership for Economic Development Commission.
- Legal- Anticipated increased legal fees.

Lisa also discussed the budget on major capital items and projections, Goldenrod extension, and the proposed debt service ratio. It was recommended for future meetings to show the projected debt service coverage.

APPROVAL OF INVESTMENT POLICY

Steven Alexander explained the proposed changes for the Investment Policy.

A motion was made by Mr. McCullion and seconded by Mr. Kurek to approve the Investment Policy. The motion carried unanimously with four members voting AYE by voice vote; Mr. Bass was not present.

DIRECTION ON HOW TO GO FORWARD WITH 2008B2-4CREDIT FACILITY REPLACEMENTS

Mr. Wilder presented the Proposed Request for Letters of Credit (LOC) and/or Direct Placement Index Floaters. Under the committee's direction, an addendum for the 2008B-1 facilities was sent to those who responded to the first solicitation, asking if they would consider removing certain provisions that were problematic in light of TIFIA and other concerns. Responses are summarized in tab D of the agenda package.

Mr. Wilder explained that the process of transferring the 2008B-1 facility to a five year direct pay FRN with Barclays is in the process of being completed and notice has been given to the bond holders for the mandatory tender.

Proposed replacements were provided for 2008B2, 2008B-3, 2008B-4 and direction was requested of the Finance Committee on how to proceed.

A motion was made by Mr. Winterkamp and seconded by Mr. McCullion to approve the RBC three year FRN for the 2008B-2 and the Wells Fargo four year FRN for the 2008B-3 and 2008B-4. They will need to meet the terms that are necessary for bond counsel to include these and not interfere with the TIFIA loan as negotiations are completed. The motion carried unanimously with four members voting AYE by voice vote; Mr. Bass was not present.

ADJOURNMENT

The meeting adjourned at 3:00 pm.

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.

AMENDED AND RESTATED CONTINUING COVENANTS AGREEMENT

among

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

Dated as of September __, 2015

Relating To

$_____

Variable Rate Refunding Revenue Bonds, Subseries 2008B-[3][4]

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Exhibits:

EXHIBIT A **FORM OF INVESTMENT LETTER**

CONTINUING COVENANTS AGREEMENT

THIS CONTINUING COVENANTS AGREEMENT, dated as of September__, 2015, is made and entered into by and among **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida (the "Authority"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States with its principal offices located in Charlotte, North Carolina (the "Bank").

WITNESSETH:

WHEREAS, the Authority adopted an Amended and Restated Master Bond Resolution on February 3, 2003, as amended and supplemented, particularly as supplemented by a Ninth Supplemental Revenue Bond Resolution adopted on March 26, 2008 (the "Ninth Supplemental Resolution"), as amended and supplemented, together with the Master Bond Resolution as so amended and supplemented, and as it hereafter may be supplemented and amended in compliance herewith, the "Master Bond Resolution") which authorized the issuance and sale of Variable Rate Refunding Revenue Bonds, Subseries 2008B-[3][4], in the original aggregate principal amount of $_____ (the "Subseries 2008B-[3][4] Bonds"); and

WHEREAS, the proceeds from the sale of the Subseries 2008B-[3][4] Bonds were used by the Authority for the purpose of re-financing of capital facilities of the Authority and referred to in the Master Bond Resolution as the Subseries 2008B-[3][4] Project (the "Subseries 2008B-[3][4] Project");

WHEREAS, the Bank has previously purchased the Subseries 2008B-[3][4] Bonds, has agreed to extend the period that it continues to own the Subseries 2008B-[3][4] Bonds and as a condition to such extension, the Bank has required the Authority to enter into this Agreement; and

WHEREAS, in order to set forth the terms and conditions upon which the Bank will hold the Subseries 2008B-[3][4] Bonds, the Authority now desires to enter into this Agreement to set forth certain representations, warranties, covenants and agreements regarding the Authority.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. In addition to the words and terms defined above, the following terms when used herein shall have the following respective meanings:

"Affiliate" means any person, corporation, association or other business entity which directly or indirectly controls, or is controlled by, or is under common control with the Authority.

"Agreement" means this Continuing Covenants Agreement, as the same may be amended, modified, supplemented or restated from time to time.

"Anti-Terrorism Laws" has the meaning assigned to such term in Section 5.15 of this Agreement.

"Authority" shall have the meaning set forth in the recitals hereto.

"Authority Documents" means this Agreement, the Master Bond Resolution, including the Ninth Supplemental Resolution and any other documents or instruments to which the Authority is a party relating to this Agreement or the issuance of the Subseries 2008B-[3][4] Bonds.

"Authority Representative" means any person authorized from time to time in writing by the Authority, or its successors and assigns, to perform a designated act or execute a designated document.

"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, including, without limitation, the TIFIA Loan Agreement.

"Bank Documents" means this Agreement, Subseries 2008B-[3][4] Bonds and the Authority Documents.

"Bank Participant" means any person to whom the Bank has participated its rights under this Agreement and the Subseries 2008B-[3][4] Bonds or to whom the Bank or any Bank has sold a participation in rights under this Agreement and the Subseries 2008B-[3][4] Bonds.

"Bank Purchase Date" means (i) with respect to the Initial Period, September __, 2019 or, if such date is not a Business Day, the last Business Day of the Initial Period and (ii) with respect to any Renewal Period, the last Business Day of such Renewal Period.

"Bank Rate" has the meaning ascribed to such term in Section 2.2(a)(ii) hereof. In no event shall the Bank Rate exceed the Maximum Rate.

"Bankruptcy Code" means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

"Base Rate" means, for any day, a rate of interest per annum equal to the highest of (i) the Prime Rate for such day plus one percent (1%) per annum, (ii) the sum of the Federal Funds Rate for such day plus two percent (2%) per annum, or (iii) seven percent (7%) per annum. Each

change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate or Federal Funds Rate, as the case may be.

"Bond Rating" means, the underlying, long-term rating assigned by a Rating Agency to Bonds issued under the Master Bond Resolution (other than the Subseries 2008B-[3][4] Bonds, which are not rated), without reliance on any credit enhancement.

"Business Day" means a day other than (a) a Saturday, Sunday or day on which banks in the State of New York or banks located in any of the cities in which the principal office of the Trustee, the Remarketing Agent, and the Bank is located are required or authorized by law or executive order to close for business, and (b) a day on which DTC or The New York Stock Exchange is closed.

"Closing Date" means the date of execution and delivery of this Agreement, being September __, 2015.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor federal tax code. Any reference to any provision of the Code shall also include the income tax regulations promulgated thereunder, whether final, temporary or proposed.

"Date of Issuance" means the Closing Date.

"Default" means any event that, with the passage of time or giving of notice, or both, would constitute an Event of Default.

"Default Rate" means a fluctuating per annum interest rate equal to the Extension Rate plus three percent (3%) per annum. In no event shall the Default Rate exceed the Maximum Rate.

"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 any holder of the Subseries 2008B-[3][4] Bonds notifies the Authority that it has received a written opinion by an attorney or firm of attorneys of recognized standing 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, the Authority shall deliver to the holders of the Subseries 2008B-[3][4] Bonds 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 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 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 any holder of the Subseries 2008B-[3][4] Bonds that the Internal Revenue Service (or any other government agency exercising the same or substantially similar function from time to time) has assessed as includable in the gross income of such holders the interest on the Subseries 2008B-[3][4] Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) above 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 holder of the Subseries 2008B-[3][4] Bonds, the Authority shall promptly reimburse such holder for any payments, including any taxes, interest, penalties or other charges, such holder shall be obligated to make as a re suit of the Determination of Taxability.

"Environmental Law" means any federal, state or local law, statute, ordinance, rule, regulation, permit, license, approval, interpretation, order, guidance or other legal requirement (including without limitation any subsequent enactment, amendment or modification) relating to the protection of human health or the environment, including, but not limited to, any requirement pertaining to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling, reporting, licensing, permitting, investigation or remediation of materials that are or may constitute a threat to human health or the environment.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor statute of similar impact and all rules and regulations from time to time promulgated thereunder.

"Extension Rate" means a fluctuating interest rate per annum which, for each day, shall equal (i) for the period from and including the Extension Rate Effective Date to but not including the sixtieth day following the Extension Rate Effective Date, the Base Rate from time to time in effect; (ii) for the period from and including the sixtieth day following the Extension Rate Effective Date to but not including the one hundred twentieth day following the Extension Rate Effective Date, the Base Rate from time to time in effect *plus* one percent (1.00%); (iii) for the period from and including the one hundred twentieth day following the Extension Rate Effective Date to but not including the one hundred eightieth day following the Extension Rate Effective Date, the Base Rate from time to time in effect *plus* two percent (2.00%); and (iv) for the period from and after the one hundred eightieth day following the Extension Rate Effective Date, the Base Rate from time to time in effect *plus* four percent (4.00%); *provided* that if an Event of Default has occurred and is continuing, the Extension Rate shall equal the Default Rate; *provided, further*, that at no time shall the Bonds bear interest in excess of the Maximum Rate.

"Extension Rate Effective Date" means September __, 2019, or such later date agreed to by the Authority and the Purchaser in accordance with the Master Bond Resolution.

"Event of Default" means any of the events specified in Section 8.1 hereof.

"Event of Taxability" means a 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 issuance, sale or delivery of the Subseries 2008B-[3][4] Bonds) which has the effect of causing interest paid or payable on the Subseries 2008B-[3][4] Bonds to become includable, in whole or in part, in the gross income of any holder thereof for federal income tax purposes.

"Financial Statements" means the annual audited financial statements of the Authority at June 30, 2014 and for the year then ended.

"Fitch" means, Fitch, Inc. d/b/a Fitch Ratings and any successor thereof which is a nationally recognized rating agency.

"Generally Accepted Accounting Principles" means generally accepted accounting principles, as recognized by the American Institute of Certified Public Accountants, consistently applied and maintained on a consistent basis for the Authority and its Affiliates on a combined basis throughout the period indicated and consistent with the financial practice of the Authority and its Affiliates after the date hereof; *provided, however*, that, in the event that changes in Generally Accepted Accounting Principles shall be mandated by the Financial Accounting Standards Board, or any similar accounting body of comparable standing, or shall be recommended by the Authority's certified public accountants, to the extent that such changes would modify accounting terms used in this Agreement or, the interpretation or computation thereof, such changes shall be followed in defining such accounting terms only from and after the date this Agreement shall have been amended to the extent necessary to reflect any such changes in the financial covenants and other terms and conditions of this Agreement.

"Governmental Authority" means any nation or government, any state, department, agency or other political subdivision thereof, or any court, tribunal, central bank or arbitrator, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

"Hazardous Material" means any substance or material identified as hazardous under any of the Environmental Laws; provided, however, that Hazardous Material shall not include cleaning and other maintenance-related materials and supplies in type and quantity customary for buildings of the nature of the property which are being used in a customary and safe manner.

"Initial Period" means the period from the Closing Date through September __, 2019.

"Interest Rate Protection Agreement" means an interest rate swap, cap or collar agreement or similar arrangement between the Authority and a financial institution providing for the transfer or mitigation of interest rate risks either generally or under specific contingencies.

"Investment Grade" means ratings of "Baa3" or better by Moody's, "BBB-" (or its equivalent) or better by Standard and Poor's and "BBB-" (or its equivalent) or better by Fitch.

"Laws" means federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

"Lien" means any interest in property securing an obligation owed to, or claim by, a Person other than the owner of such property, whether such interest arises by virtue of contract, statute or common law, including but not limited to the lien or security interest arising from a mortgage, security agreement, pledge, lease, conditional sale, consignment or bailment for security purposes or from attachment, judgment or execution. For the purpose of this Agreement, the Authority shall be deemed to own, subject to a Lien, any proceeds of a sale with recourse of accounts receivable, any asset leased under any "sale and lease back" or similar arrangement and any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, financing lease or other title retention agreement relating to such asset.

"Master Bond Resolution" shall have the meaning set forth in the recitals hereto.

"Material Adverse Effect" or "Material Adverse Change" means a material adverse effect upon, or a material adverse change in, any of (i) the financial condition, operations, business, properties or prospects of the Authority, taken as a whole; (ii) the ability of the Authority to perform under this Agreement or any Authority Document or any other material contract to which the Authority is a party; (iii) the legality, validity or enforceability of this Agreement or any Authority Document; or (iv) the perfection or priority of the Liens of the Bank or the Trustee granted under this Agreement or any Authority Document or the rights and remedies of the Bank or the Trustee under this Agreement or any Authority Document (other than a change resulting from any act or omission by the Bank).

"Maximum Rate" means the lesser of: (i) the maximum rate of interest which the Bank is legally entitled to charge, contract for or receive under the laws of the State of Florida, or (ii) twelve per cent (12%) per annum.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto which is a nationally recognized rating agency.

"Ninth Supplemental Resolution" means the Ninth Supplemental Revenue Bond Resolution adopted March 26, 2008, as supplemented and amended by that Second Supplement to Ninth Supplemental Bond Resolution adopted March 30, 2011.

"Obligations" means all amounts payable by the Authority under this Agreement or the Subseries 2008B-[3][4] Bonds, and all other obligations to be performed by the Authority

pursuant to the Bank Documents (including any amounts to reimburse the Bank for any advances or expenditures by it under any of such documents).

"Parity Bonds" means senior lien obligations issued under the Master Bond Resolution other than the Subseries 2008B-[3][4] Bonds.

"Permitted Liens" means any of the following Liens on any property or revenues of the Authority which secure the repayment of Obligations, whether now owned or hereafter acquired:

(i) Liens granted to the Bank;

(ii) Liens created by the Master Bond Resolution;

(iii) Liens for taxes and assessments not delinquent or which are being contested in good faith by appropriate proceedings and against which adequate reserves have been provided for on the books of the Authority;

(iv) Liens in respect of pledges or deposits under worker's compensation laws, unemployment insurance or similar legislation and in respect of pledges or deposits to secure bids, tenders, contracts (other than contracts for the payment of money), leases or statutory obligations, or in connection with surety, appeal and similar bonds incidental to the conduct of litigation;

(v) Liens and security interests on the System Pledged Revenues to secure all Bonds and Qualified Swap Agreements permitted by the Master Bond Resolution;

(vi) Liens and security interests on the System Pledged Revenue to secure obligations of the Authority hereunder or to any provider of a letter of credit issued to provide liquidity and/or credit enhancement for any series of bonds issued under the Master Bond Resolution, provided such liens and security interests are not senior to any lien or security interest given to the secure the Obligations;

(vii) Liens on the System Pledged Revenues which are and are expressly stated to be subordinate in all respects to the lien and security interest given to the secure the Obligations and the Bonds;

(viii) Liens and security interests presently existing which secure State Infrastructure Bank Loans;

(ix) Liens and security interests given to secure obligations under the Lease Purchase Agreement; and

(x) Liens and security interests on revenues derived from Non-System Projects.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Plan" means, at any time, an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code and is either (i) maintained by the Authority or an Affiliate for employees of the Authority or an Affiliate, or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which the Authority or an Affiliate is then making or accruing an obligation to make contributions or has within the preceding six plan years made contributions.

"Prime Rate" means on any day, the rate of interest per annum then most recently established by the Bank as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Bank to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Bank may make various business or other loans at rates of interest having no relationship to such rate. If the Bank ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Purchaser" means the Bank and any subsequent owner of the Series 2008B-[3][4] Bonds in the Bank Rate Mode.

"Rating Agency" means Fitch, Moody's, Standard & Poor's and any other national rating service acceptable to the Bank and the Authority that has a rating of Bonds issued under the Master Bond Resolution in effect at that time.

"Renewal Period" means the period, if any, from and including the day succeeding the last Business Day of the Initial Period or the prior Renewal Period, as applicable, to but excluding the next succeeding Bank Purchase Date, as determined pursuant to Section 4.07A of the Ninth Supplemental Resolution or Section 2.2(f) hereof.

"Security for the Subseries 2008B-[3][4] Bonds" shall mean the amounts pledged pursuant to the Master Bond Resolution for the payment of the Subseries 2008B-[3][4] Bonds.

"Standard & Poor's" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto which is a nationally recognized rating agency.

"Taxable Date" means the date as of which interest on the Subseries 2008B-[3][4] Bonds is first includible in gross income of any holder of Subseries 2008B-[3][4] Bonds (including, without limitation, any previous holder of such bonds) as a result of an Event of Taxability as such a date is established pursuant to either (i) a Determination of Taxability or (ii) an opinion of Bond Counsel.

"Taxable Period" has the meaning ascribed to such term in Section 2.4(c) hereof.

"Taxable Rate" means, with respect to a Taxable Period, the product of (i) the Bank Rate during such period and (ii) 1.54. In no event shall the Taxable Rate exceed the Maximum Rate.

"TIFIA Lender" means the United States Department of Transportation, acting by and through the Federal Highway Administrator.

"TIFIA Loan Agreement" means that certain TIFIA Loan Agreement dated as of March 25, 2015, between the Authority and the TIFIA Lender.

"Trustee" means Wells Fargo Bank National Association, in its capacity as trustee under the Master Bond Resolution.

Section 1.2 Accounting Terms. Any accounting terms used in this Agreement that are not specifically defined shall have the meanings customarily given them in accordance with Generally Accepted Accounting Principles.

Section 1.3 Singular/Plural. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

Section 1.4 Other Terms. All other terms contained in this Agreement shall, when the context so indicates, have the meanings provided for by the Uniform Commercial Code of the State of Florida to the extent the same are used or defined therein.

Section 1.5 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

Section 1.6 Certain Definitions Incorporated. Capitalized terms used herein without definition shall have the means ascribed to such terms in the Master Bond Resolution.

Section 1.7 Relation to Other Documents; Acknowledgement of Different Provisions of Bank Documents; Incorporation by Reference. (a) Nothing in this Agreement shall be deemed to amend, or relieve the Authority of its obligations under, any Authority Document to which it is a party. Conversely, to the extent that the provisions of any Authority Document allow the Authority to take certain actions, or not to take certain actions, with regard for example to Permitted Liens, incurrence of debt, transfers of assets, maintenance of financial ratios and similar matters, the Authority nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.7, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific sections of any Authority Document shall be deemed to incorporate such sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement,

notwithstanding the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

ARTICLE II

PURCHASE OF THE CERTIFICATES;

AUTHORITY'S OBLIGATIONS

Section 2.1 Purchase of the Subseries 2008B-[3][4] Bonds. Subject to the satisfaction of the conditions set forth in Section 3.1 hereof, the Bank agrees, upon the terms and conditions and in reliance on the representations, warranties and agreements set forth herein and in the Bank Documents on the Closing Date, to purchase the Subseries 2008B-[3][4] Bonds in the aggregate principal amount of $_____.

Section 2.2 Terms of the Subseries 2008B-[3][4] Bonds. The Subseries 2008B-[3][4] Bonds shall bear interest, mature, be subject to mandatory purchase on the Bank Purchase Date and otherwise have the terms set forth in the Ninth Supplemental Resolution and described below.

(a) *Initial Period.* During the Initial Period:

(i) The Subseries 2008B-[3][4] Bonds shall bear interest at the Bank Rate payable monthly on the first Business Day of each month.

(ii) "Bank Rate" means as of any date, a per annum rate of interest equal to the sum of the Spread plus the SIFMA Index on such date; provided however, such rate: (i) shall be adjusted upon a Determination of Taxability, to equal the Taxable Rate and (ii) shall be adjusted upon the occurrence and during the continuation of a Default or Event of Default to equal the Default Rate, and (iii) shall be adjusted to the Extension Rate on and after the Extension Rate Effective Date.

(iii) The Spread is initially fifty-three and one-half basis points (0.535%). The Spread is subject to the maintenance of the current ratings assigned to Parity Bonds. The Spread will be increased upon a change in rating in accordance with the following table:

New Credit Rating (Fitch/Moody's/S&P)	Spread Increase	Adjusted Spread
A-/A3/A-	+10 bps	63.5 bps

BBB+/Baa1/BBB+	+15 bps	68.5 bps
BBB/Baa2/BBB	+30 bps	83.5 bps
BBB1/Baa3/BBB-	+40 bps	93.5 bps

In the event of a split rating, the lower rating will prevail. If any ratings are withdrawn or suspended, the Spread shall automatically increase by one hundred basis points above the Spread applicable if Parity Bonds were rated "BBB-/Baa3/BBB-". In the event any Parity Bonds of the Authority were, at the time of their issuance, assigned ratings from at least two Rating Agencies, the absence of a third rating with respect to such Parity Bonds shall not at any time be treated as being withdrawn or suspended for purposes of determining the Spread, so long as the Authority has Parity Bonds outstanding rated by at least two of the three Rating Agencies. All of the foregoing rate increases shall be cumulative, provided that increases shall be subject to the Maximum Rate.

(iv) "SIFMA Index" means, for any Computation Date, 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 the Securities Industry and Financial Markets Association 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 in good faith by the Bank for tax-exempt state and local government bonds meeting criteria determined in good faith by the Bank to be comparable under the circumstances to the criteria used by the Securities Industry and Financial Markets Association to determine the SIFMA Index immediately prior to the date on which the Securities and Financial Markets Association ceased publication of the SIFMA Index.

(v) For the period commencing with September __, 2015 to the next succeeding Computation Date, the interest shall be determined at a Bank Rate established by the Bank prior to September __, 2015 and thereafter such Bank Rate shall be established on each Computation Date. The Bank Rate for the Initial Period from September __, 2015 through and including September 16, 2015 shall be based on the SIFMA Index in effect on September 9, 2015. "Computation Date" means Wednesday of each week (or the immediately succeeding Business Day if such Wednesday is not a Business Day).

(b) *Mandatory Amortization Installment Schedule.* The Subseries 2008B-[3][4] Bonds shall mature on and be subject to mandatory redemption pursuant to the mandatory amortization installment schedule approved by an Authorized Officer of the Authority prior to the issuance of the Series 2008B-[3][4] Bonds, as follows:

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

Maturity Date	Principal	Maturity Date	Principal
7/1/2016	$	7/1/2028	$
7/1/2017		7/1/2029	
7/1/2018		7/1/2030	
7/1/2019		7/1/2031	
7/1/2020		7/1/2032	
7/1/2021		7/1/2033	
7/1/2022		7/1/2034	
7/1/2023		7/1/2035	
7/1/2024		7/1/2036	
7/1/2025		7/1/2037	
7/1/2026		7/1/2038	
7/1/2027		7/1/2039	
		7/1/2040	
		Total	**$**

(c) The Subseries 2008B-[3][4] Bonds shall be subject to mandatory purchase by the Trustee on the Bank Purchase Date for the Initial Period (September __, 2019).

(d) Subseries 2008B-[3][4] Bonds not purchased on the Bank Purchase Date shall thereafter bear interest at the Extension Rate until repurchased from the Bank or mandatorily redeemed on the earlier of: (i) the date on which the Subseries 2008B-[3][4] Bonds mature or are redeemed, repaid, prepaid or canceled pursuant to the terms of the Bank Documents; and (ii) the date on which the Subseries 2008B-[3][4] Bonds are remarketed. Subseries 2008B-[3][4] Bonds not purchased on the Bank Purchase Date for the Initial Period may be redeemed or repurchased by the Authority on any date at the option of the Authority, without premium or penalty.

(e) In the event the Subseries 2008B-[3][4] Bonds are redeemed, in whole or in part (for any reason other than in connection with the termination of a Qualified Swap Agreement related to the Subseries 2008B-[3][4] Bonds), or the interest rate on the Subseries 2008B-[3][4] Bonds is converted by the Authority to a new interest mode (including a different Bank Rate), prior to the first anniversary of the Closing Date, the Authority shall pay to the Bank a termination fee equal to the product of (i) the applicable Spread in effect on the date of such redemption or conversion, (ii) the principal amount of Subseries 2008B-[3][4] Bonds so redeemed or converted and (iii) a fraction, the numerator of which is the number of days from and including the date of such redemption or conversion to and including such first anniversary, and the denominator of which is 365. Notwithstanding the forgoing, if the Bank exercises its right to increased costs under Sections 2.4(a) and (b) hereof and the Authority elects to terminate this

Agreement before the one year anniversary of this Agreement, then the termination fee shall equal $0.

(f) *Renewal Periods*. On or before the date 180 days prior to the end of the Initial Period or any successive Renewal Period, as applicable, the Authority may provide notice of its desire to set a new Bank Rate Period or to change interest rate modes thereafter. The Bank will, not more than 60 days after such notification, notify the Authority in writing whether or not the Bank agrees to either purchase the Subseries 2008B-[3][4] Bonds for the Renewal Period or provide liquidity or credit enhancement necessary to facilitate the conversion of the Subseries 2008B-[3][4] Bonds to another Interest Rate Period and the terms under which the Bank will purchase the Subseries 2008B-[3][4] Bonds or provide such liquidity or credit enhancement. If the Bank fails to notify the Authority of its decision within such 60 day period, the Bank shall be deemed to have determined not to purchase the Subseries 2008B-[3][4] Bonds for a successive Renewal Period or provide such liquidity or credit enhancement.

Section 2.3 Payment Obligations.

(a) Subject to Sections 3.1 hereof, the Authority hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bank under the Bank Documents and to pay any other obligations owing to the Bank thereunder whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in such Bank Documents and under such obligations.

(b) Subject to Sections 3.1 hereof, the Authority shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all reasonable costs and expenses of the Bank in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Bank Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment of any Bank Document in a minimum amount of $2,500;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Bank in connection with advising the Bank as to its rights and responsibilities under this Agreement and the other Authority Documents or Bank Documents or in connection with responding to requests from the Authority for approvals, consents and waivers;

(iv) any amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Bond Document or Authority Document, together with interest at the Default Rate; and

(v) upon an Event of Default, all reasonable fees, costs and expenses of any consultants providing services' to the Bank in accordance with this Agreement.

Section 2.4 Increased Costs.

(a) If, after the date hereof, any law or regulation shall be adopted or any change in any law or regulation or in the interpretation thereof by any Governmental Authority shall occur, which adoption or change shall either: (i) impose, modify or deem applicable any reserve, special deposit or similar requirement against credits extended by, or assets held by, or deposits in or for the account of, the Bank, or (ii) impose on the Bank any other condition relating, directly or indirectly, to this Agreement or the purchase of the Subseries 2008B-[3][4] Bonds, and the result of any event referred to in clause (i) or (ii) of this subsection shall be to increase the cost to the Bank of maintaining the purchase of the Subseries 2008B-[3][4] Bonds, then the Authority shall pay to the Bank, upon written demand therefor by the Bank, such additional amounts as the Bank shall reasonably determine are necessary to compensate the Bank for such increased cost, together with interest on such amount calculated at the Default Rate from the date thirty (30) days after such written demand until payment in full if such amount is not paid in full within thirty (30) days after such written demand. The Bank shall deliver to the Authority a certificate as to such increased cost incurred by the Bank as a result of any event mentioned in this subsection, setting forth in reasonable detail the basis therefor and the manner of calculation thereof, as soon as practicable after the Bank becomes aware of such change, which certificate shall be conclusive (absent manifest error) as to the amount set forth therein.

(b) If after the date hereof, the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, or compliance by the Bank with any request or directive regarding capital adequacy (whether or not having the force of law) of any Governmental Authority, has or would have the effect of reducing the rate of return on the Bank's capital as a consequence of its purchase of the Subseries 2008B-[3][4] Bonds to a level below that which the Bank could have achieved but for such adoption, change or compliance (taking into consideration the Bank's policies with respect to capital adequacy), then the Authority shall pay to the Bank, upon written demand therefor by the Bank, such additional amounts as the Bank shall reasonably determine are necessary to compensate the Bank for such reduced rate of return, together with interest on such amount calculated at the Default Rate from the date thirty (30) days after such written demand until payment in full if such amount is not paid in full within thirty (30) days after such written demand. The Bank shall deliver to the Authority a certificate as to such reduced rate of return incurred by the Bank as a result of any event mentioned in this subsection, setting forth in reasonable detail the basis therefor and the manner of calculation thereof, as soon as practicable after the Bank becomes aware of such change, which certificate shall be conclusive (absent manifest error) as to the amount set forth therein. In determining such amount, the Bank may use

any reasonable averaging and attribution methods, consistently applied to similarly situated issuers in similar transactions,

(c) (i) In the event a Determination of Taxability occurs, to the extent not payable to each holder of Subseries 2008B-[3][4] Bonds (or to the Bank for the period that it was the holder of any of the Subseries 2008B-[3][4] Bonds) under the terms of the Resolution and the Subseries 2008B-[3][4] Bonds, the Authority hereby agrees to pay to each holder thereof (or, if applicable, the Bank) on demand therefor (1) an amount equal to the positive difference, if any, between (A) the amount of interest that would have been paid to such holder (or, if applicable, the Bank on the Subseries 2008B-[3][4] Bonds during the period for which interest on the Subseries 2008B-[3][4] Bonds is includable in the gross income of such holder thereof (or, if applicable, the Bank) if the Subseries 2008B-[3][4] Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "Taxable Period"), and (B) the amount of interest actually paid to such holder thereof (or, if applicable, the Bank) during the Taxable Period, plus (2) an amount equal to any interest, penalties or charges owed by such holder thereof (or, if applicable, the Bank) as a result of interest on the Subseries 2008B-[3][4] Bonds becoming includable in the gross income of such holder thereof (or, if applicable, the Bank), together with any and all reasonable attorneys' fees, court costs, or other out-of-pocket costs incurred by such holder thereof (or, if applicable, the Bank) in connection therewith;

(ii) Subject to the provisions of clauses (iii) and (iv) below, such holder of Subseries 2008B-[3][4] Bonds (or, if applicable, the Bank) 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 Subseries 2008B-[3][4] Bonds to be includable in the gross income of such holder thereof (or, if applicable, the Bank) or (2) any challenge to the validity of the tax exemption with respect to the interest on the Subseries 2008B-[3][4] Bonds, 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 such holder of Subseries 2008B-[3][4] Bonds for any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by such holder thereof (or, if applicable, the Bank) in its sole 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 such holder of Subseries 2008B-[3][4] Bonds (or, if applicable, the Bank) for failure to include such interest in its gross income; and

(iv) The obligations of the Authority under this Section 2.4(c) are payable solely from the System Pledged Revenues subject to the terms and provisions of the Resolution and shall survive the termination of this Agreement,

the termination of any of the Authority Documents, and the re-purchase, redemption or other payment in full of the Subseries 2008B-[3][4] Bonds.

(d) To the extent applicable, demand for compensation under this Section 2.4 shall be subject to the following conditions: (i) the Bank is demanding compensation under similar facilities to the transactions contemplated by this 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 of any debt rating of the Bank or other financial 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 2.5 Form and Place of Payments; Computation of Interest. All payments by the Authority to the Bank hereunder shall be made in lawful currency of the United States and in immediately available funds by check payable to the Bank and delivered to 301 South College Street, Charlotte, North Carolina 28288 (or as otherwise specified by the Bank in writing) or by wire to:

Wells Fargo Bank
ABA: 121000248
Account Number; 00698310050720
Account Name: Wires in Process
Address: Roanoke, VA

Originator to Beneficiary Info.:
Customer Name: Orlando Orange County Expressway Authority
OBLIGOR #: 0263570284

Whenever any payment hereunder shall be due on a day which is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day, and any interest payable thereon shall be payable for such extended time at the specified rate. All interest hereunder shall be computed on the basis of the actual number of days elapsed over a 365 or 366-day year and shall include the first day but exclude the last day of the relevant period,

ARTICLE III

SECURITY; OBLIGATIONS ABSOLUTE

Section 3.1 Security. As security for the full and timely payment and performance by the Authority of its obligations hereunder, the Authority has previously adopted the Master Bond Resolution, granting to the Bank and the Trustee, for the benefit of the Bank, a pledge of and security interest in the System Pledged Revenues, subject only to Permitted Liens.

Section 3.2 Master Bond Resolution a Contract. Pursuant to Section 1.5 of the Master Bond Resolution, the provisions thereof constitute a contract between the Authority and the owner or owners of the Subseries 2008B-[3][4] Bonds and the Bank, and any such owner or owners, the Bank may at law or in equity, by suit, action, mandamus or other proceedings, enforce and compel the performance of all duties required to be performed by the Authority thereunder and hereunder as a result of issuing the Subseries 2008B-[3][4] Bonds and entering into this Agreement.

Section 3.3 Obligations Absolute, Unconditional and Irrevocable. The payment obligations of the Authority under this Agreement and the Bank Documents shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms hereof and thereof, under all circumstances whatsoever, irrespective of any of the following circumstances;

(a) any lack of validity or enforceability of this Agreement, the Subseries 2008B-[3][4] Bonds or any of the other Bank Documents;

(b) any amendment or waiver of or any consent to departure from this Agreement, the Subseries 2008B-[3][4] Bonds or all or any of the other Bank Documents (except to the extent such amendment or waiver expressly relieves the Authority of an obligation under this Agreement or the other Bank Documents);

(c) the existence of any claim, setoff, defense or other rights which the Authority or any other Person may have at any time against the Trustee, the Bank, or any other Person, whether in connection with this Agreement, the Subseries 2008B-[3][4] Bonds or any of the other Authority Documents or any unrelated transaction;

(d) any other circumstance or happening whatsoever whether or not similar to any of the foregoing.

Nothing contained herein shall act as a waiver of any rights, defenses or claims the Authority may have against the Bank or any other party listed in Section 3.3(c) above.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF THE SUBSERIES 2008B-[3][4] BONDS

Section 4.1 Documentary Requirements. The obligation of the Bank to purchase the Subseries 2008B-[3][4] Bonds is subject to the conditions precedent that the Bank shall have received, on or before the Closing Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Bank. However, should the Bank purchase the Subseries 2008B-[3][4] Bonds prior to its receipt and approval of any of the following items, such purchase shall not be deemed to be a waiver of any documentary requirement.

(a) the duly executed original counterpart of this Agreement and each of the other Bank Documents;

(b) opinions dated the date hereof addressed to the Bank from counsel to the Authority;

(c) an opinion of bond counsel to the Authority to the effect that the entering into and performance of this Agreement and the Second Supplement to Ninth Supplemental Bond Resolution will not have an adverse effect on the exclusion of interest on the Subseries 2008-3 Bonds from gross income of the holders;

(d) Certificates of the Authority relating to (A) the resolutions of the Authority authorizing the execution, delivery and performance of the Authority Documents, (B) incumbency and specimen signatures of officers, and (C) such other matters as the Bank may reasonably require;

(e) a certificate, dated the Closing Date, signed by authorized officers of the Authority, certifying that there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending, or, to the best knowledge of the Authority, threatened against or affecting the Authority wherein an unfavorable decision, ruling or finding would have a Material Adverse Effect or would adversely affect (A) the transactions contemplated by, or the validity or enforceability of, this Agreement or, any of the Authority Documents or (B) the tax-exempt status of the interest portion of the Subseries 2008B-[3][4] Bonds;

(f) certificate signed by the Chairman or chief financial officer of the Authority, dated the Closing Date, stating that (A) the representations and warranties contained in this Agreement, the Ninth Supplemental Resolution and the Master Bond Resolution are correct on and as of the date of issuance of the Subseries 2008B-[3][4] Bonds as though made on and as of such date, (B) that the Authority is not in violation of any of the covenants contained in this Agreement as of the Closing Date, (C) no Default or Event of Default has occurred and is continuing or would result from the sale and delivery of the Subseries 2008B-[3][4] Bonds in Bank Rate Mode, and (D) the Authority has complied or is presently in compliance with all agreements and satisfied all conditions on its part to be observed or satisfied under the Authority Documents at or prior to the Closing Date;

(g) certified copies of all approvals, authorizations, or consents of, or notices to or registrations with, any Governmental Authority required to be obtained, given or effected by the Authority with respect to the Subseries 2008B-[3][4] Bonds or any of the Authority Documents;

(h) an investor letter in the form attached hereto as Exhibit A signed by an authorized representative of the Purchaser; and

(i) such other documents, instruments, opinions, certificates, approvals or consents as the Bank may reasonably request.

Section 4.2 Additional Conditions Precedent. On or prior to the Closing Date, the Authority shall have paid to the Bank, or shall otherwise have provided for payment in a manner satisfactory to the Bank, the reasonable fees and expenses of counsel to the Bank incurred in connection with the transaction contemplated by the Commitment Letter, as amended by Addendum I thereto, dated March 16, 2015 in an amount not to exceed $25,000.00.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Authority represents and warrants to the Bank as of the date of this Agreement as follows:

Section 5.1 Organization and Existence. The Authority is a body politic and an agency of the State of Florida validly existing under the laws of the State of Florida with all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement, the Master Bond Resolution, and the other Authority Documents to which it is a party and to issue, execute and deliver the Subseries 2008B-[3][4] Bonds.

Section 5.2 Power and Authority. The execution, delivery and performance by the Authority of this Agreement, the Master Bond Resolution, and the other Authority Documents and the issuance, execution and delivery of the Subseries 2008B-[3][4] Bonds have been duly authorized by all necessary action of the governing body of the Authority, and all action on its part required for the lawful execution, delivery and performance thereof has been duly taken; and the Authority Documents are be valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms.

Section 5.3 Compliance with Laws and Contracts. Neither the execution and delivery by the Authority of this Agreement and the other Authority Documents to which the Authority is a party, nor the consummation of the transactions herein and therein contemplated, nor compliance with the provisions hereof or thereof will violate any constitutional provision or any law, rule, regulation, order, writ, judgment, injunction, decree or award of any court or Governmental Authority, arbitration, agency or other instrumentality applicable to the Authority binding on the Authority, the Authority's charter, bylaws or other organizational documents or the provisions of any indenture, instrument or agreement to which the Authority is a party or is subject, or by which it or its property is bound, or conflict with or constitute a default under or result in the creation or imposition of any security interest, lien, charge or encumbrance (other than the lien of the Master Bond Resolution) on any of its assets pursuant to the provisions of any of the foregoing.

Section 5.4 Litigation. There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Authority, threatened against or affecting the Authority wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated by or the validity of this Agreement or any of the other Authority Documents, (ii) the Authority's capacity or authority to enter into similar agreements, (iii) the status of the Authority as a body politic and an agency of the State of Florida, or (iv) the Authority's property, assets, operations or conditions, financial or otherwise, or its ability to perform its obligations under this Agreement or under the other Bank Documents.

Section 5.5 No Defaults. No Default or Event of Default exists hereunder or under any other Authority Document and the Authority is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or

instrument to which it is a party or by which it may be bound, which default or the results thereof would have a Materially Adversely Effect.

Section 5.6 Bonds; Parity of Obligations. The Subseries 2008B-[3][4] Bonds have been duly issued under the Master Bond Resolution and entitled to the benefits thereof. The Authority's obligations under this Agreement are secured by, and are on parity with the Authority's obligations under, the Master Bond Resolution.

Section 5.7 Consents. All consents, licenses, approvals, validations and authorizations of, and registrations, validations or declarations by or with any court or any Governmental Authority required to be obtained in connection with the execution, delivery, performance, validity or enforceability of this Agreement and the other Authority Documents (including the Subseries 2008B-[3][4] Bonds) have been obtained and are in full force and effects.

Section 5.8 Incorporation of Representations and Warranties. The Authority hereby makes to the Bank the same representations and warranties as were made by it in the Master Bond Resolution and the other Authority Documents, which representations and warranties, together with the related definitions of terms contained therein, are hereby incorporated by reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety. No amendment to such representations and warranties or definitions, which amendment could have a material adverse effect on the Bank, shall be effective to amend such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

Section 5.9 No Sovereign Immunity. The Authority is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to the enforcement of its obligations under this Agreement or any Bond Document provided however, in any 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 5.10 ERISA Requirements. The Authority has not incurred any material accumulated funding deficiency within the meaning of ERISA, or incurred any material liability to the Pension Benefit Guaranty Corporation established under ERISA (or any successor thereto under ERISA) in connection with any employee pension benefit plan established or maintained by it or by any Person under common control with it (within the meaning of Section 414(c) of the Internal Revenue Code of 1986, as amended, or of Section 4001(b) of ERISA), or in which its employees are entitled to participate. No Reportable Event (as defined in ERISA) in connection with any such plan has occurred or is continuing.

Section 5.11 Pollution and Environmental Control; Hazardous Substances. The Authority has obtained all permits, licenses and other authorizations which are obtainable to date which are required under, and is in material compliance with, all federal, state, and local laws and regulations relating to pollution, reclamation or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or hazardous or toxic materials or wastes into air, water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants or hazardous or toxic substances, materials or wastes in connection with

the operations of the System. As used in this subparagraph, "*hazardous substances*" shall have the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, *et seq.*, and the regulations adopted pursuant to such act. The Authority will use its best efforts to obtain when needed all permits, licenses and other authorizations which are not presently obtainable for the acquisition, construction and installation of future portions of the System, and has no reason to believe that all such permits, licenses and other authorizations cannot be obtained.

Section 5.12 Construction and Operation of the System. The construction and operation of the System complies in all respects with presently existing zoning, concurrency, environmental and other land use restrictions affecting the System, including without limitation any restrictive covenants.

Section 5.13 Margin Stock. The Authority is not engaged principally or as one of its important activities in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation T, U or X of the Board of Governors of the Federal Reserve System). The execution, delivery and performance of this Agreement and the use of the proceeds of the Subseries 2008B-[3][4] Bonds or any extension of credit hereunder, do not and will not constitute a violation of said Regulations.

Section 5.14 Investment Company. The Authority is not an "investment company" or a company "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

Section 5.15 Taxes. The Authority is an agency of the State of Florida and is exempt from all federal, state and local income taxes and is also exempt from payment of all property taxes except in connection with real estate owned by it not currently used for tax-exempt purposes. The Authority has paid all taxes or assessments against it and its properties except such taxes, if any, as are being contested in good faith and as to which adequate reserves have been provided.

Section 5.16 Legislation. (a) Except to the extent previously disclosed to the Bank in writing on or before the Closing Date, there is no amendment, or to the knowledge of the Authority, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the issuance of any of the Subseries 2008B-[3][4] Bonds, the security for any of the Subseries 2008B-[3][4] Bonds or the Authority's obligations hereunder or under any of the Bank Documents, or the Authority's ability to repay when due its obligations under this Agreement, any of the Subseries 2008B-[3][4] Bonds, or the other Bank Documents.

Section 5.17 Financial Statements; No Material Adverse Change. To the knowledge of the Authority, the Financial Statements contain no material misstatement or omission and fairly present the financial position, assets and liabilities of the Authority for the respective periods then ended. From and after June 30, 2014 through the Closing Date, except for the transactions contemplated under this Agreement and the Authority Documents, (a) there has been no Material

Adverse Change, nor to the knowledge of the Authority, is any Material Adverse Change threatened or reasonably likely to occur, and (b) neither the Authority nor any of its Affiliates has incurred any obligation or liability that would be reasonably likely to have a Material Adverse Effect or entered into any material contracts not specifically contemplated by this Agreement or the Authority Documents or not in the ordinary course of business consistent with past practice.

Section 5.18 Patriot Act Compliance. To the best of the Authority's knowledge, it 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) To the best of its knowledge, 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 (b)(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.

Section 5.19 Full Disclosure. All information heretofore furnished by the Authority to the Bank for purposes of or in connection with this Agreement or any transaction contemplated hereby is, and all such information hereafter furnished by the Authority to the Bank will, to the best of the Authority's knowledge, be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified (both parties acknowledging that the actual results may differ from such reasonable estimates given as of their date). The Authority has disclosed to the Bank in writing any and all facts which

materially and adversely affect or may affect (to the extent the Authority can now reasonably foresee), the business, operations, prospects or condition, financial or otherwise, of the Authority, or the ability of the Authority to perform its obligations under this Agreement or any of the Authority Documents to which the Authority is a party.

Section 5.20 Affiliates. The Authority has no Affiliates other than as described in the Financial Statements.

ARTICLE VI

AFFIRMATIVE COVENANTS

Until the termination of this Agreement in accordance with Section 9.20, the Authority, will:

Section 6.1 Financial and Business Information. Deliver to the Bank:

(a) As soon as available and in any event not later than the Financial Report Delivery Date, a comprehensive annual financial report, which shall include a balance sheet of the Authority as of the end of the Fiscal Year, the related statement of changes in fund balances, and the related statement of revenues, expenditures and other changes for such Fiscal Year, setting forth in each case a comparative form the figures for the previous Fiscal Year, certified by its independent public accountants and prepared in accordance with GAAP consistently applied. As used in this paragraph, the "Financial Report Delivery Date" means 270 days after the end of the Fiscal Year;

(b) "Management letters", if any, prepared by its independent public accountant in connection with the preparation of the financial statements referred to in Section 6.1(a) above, to be delivered promptly following the time such letters are delivered to it;

(c) Within 30 days after the end of each Fiscal Year, a copy of the final annual Authority budget approved by the Authority's Board;

(d) Upon request by the Bank thereafter no more frequently than annually, evidence satisfactory to the Bank that the insurance required pursuant to the Master Bond Resolution is in full force and effect and, if reasonably requested by the Bank, written evidence from an independent third party confirming the insurance coverage maintained;

(e) At the time of the delivery of the financial statements provided for in Section 6.1(a), a certificate of the chief financial officer of the Authority stating that (1) to the best of his or her knowledge, no Default or Event of Default as described in Section 8.1 hereof has occurred and is continuing and (2) to the best of his or her knowledge, the budget of Authority last delivered pursuant to Section 6.1(c) remains a reasonable estimate for the period to which such budget relates, or if Authority's 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; and

(f) Such other information (including, but not limited to, non- financial information) as the Bank may from time to time reasonably request.

Section 6.2 Notice of Certain Events. Promptly, and in any event within five Business Days after an officer of the Authority obtains knowledge thereof (except with respect to an acceleration of Parity Debt as described in clause 8.2(a)(i)(c) hereof, in which case immediately upon an officer of the Authority obtaining knowledge thereof), give notice in writing to the Bank of:

(a) All litigation when the amount of any claim pending or threatened is in writing to an appropriate official of the Authority is $10,000,000 or more and the Authority is a defendant;

(b) Any dispute which may exist between the Authority and any governmental regulatory body or any threatened action by any governmental agency to acquire or condemn any of the properties of the Authority where the amount involved is $5,000,000 or more;

(c) Any proceeding or order before any court or administrative body requiring the Authority to comply with any statute or regulation regarding protection of the environment if such compliance would require (i) expenditures in the amount of $5,000,000 or more or (ii) the possibility of the imposition of a fine of $5,000,000 or more;

(d) Any Material Adverse Change;

(e) Any Default or Event of Default; and

(f) Any change in the ratings assigned to the debt of the Authority.

Section 6.3 Maintenance of Approvals, Filings. Etc. At all times will maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable law or regulation for the conduct of its business and the execution, delivery and performance of this Agreement and the other Authority Documents to which it is a party.

Section 6.4 Compliance with Law. Comply in all material respects with all applicable laws, ordinances, rules, regulations and requirements of any Governmental Authority (including, without limitation, all Environmental Laws), unless noncompliance would not have a Material Adverse Effect,

Section 6.5 Payment of Indebtedness. Pay all indebtedness for borrowed money when due, and all other obligations in accordance with customary trade practices, unless amounts owed are being contested in good faith by appropriate proceedings.

Section 6.6 Performance of Obligations. Duly and timely perform all of its obligations under the terms of the Authority Documents, Duly and timely perform all of its

obligations under the terms of all other agreements by which the Authority is bound, except such non-performances as could not in the aggregate have a Material Adverse Effect.

Section 6.7 [Reserved].

Section 6.8 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies the insurance required by the Master Bond Resolution, and furnish to the Bank, upon written request no more frequently than annually, full information as to the insurance carried, including copies of policies in effect.

Section 6.9 Maintenance of Books and Records; Inspection. Maintain adequate books, accounts and records, and prepare all financial statements required under this Agreement in accordance with Generally Accepted Accounting Principles and in compliance with the regulations of any Governmental Authority having jurisdiction over it. The Authority shall permit any employee or representative of the Bank to visit and inspect any of its properties, to examine and audit its books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss its affairs, finances and accounts with its officers and, upon prior notice to the Authority, its independent public accountants (and by this provision the Authority authorize said accountants to discuss its finances and affairs with the Bank and to provide the Bank with access to such accountants' work papers), all upon reasonable notice and during business hours and as often as may be reasonably requested.

Section 6.10 Incorporation of Covenants by Reference; No Amendments, Etc. The Authority each agrees that it will perform and observe each and every covenant and agreement required to be performed or observed by it in the Authority Documents (including, without limitation, all covenants and agreements in the Authority Documents relating to the incurrence by the Authority of additional debt (it being understood that any condition to any such incurrence of additional debt shall, for purposes of this Agreement, be treated as if such condition were a covenant or agreement to be performed or observed by the Authority), which provisions, 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 (without giving effect to any expiration, amendment, supplement or termination of the Authority Documents, or the redemption or defeasance of any certificates or other securities issued thereunder (except as provided herein).

Section 6.11 Qualified Swap Obligations. Without the prior written consent of the Bank, the Authority shall not enter into, modify or terminate any Qualified Swap Agreement, provided however, that no such consent shall be required if, immediately thereafter, the Authority shall be in compliance with Section 5.2 of the Master Bond Resolution. In addition, notwithstanding the last sentence of Subsection (G) of Section 5.6 of the Master Bond Resolution, no Supplemental Authorizing Resolution or other supplemental resolution shall provide for a priority of payment of any Qualified Swap Agreement or other hedge agreement that is inconsistent with the priority of payments set forth in the Master Bond Resolution.

Section 6.12 Release of Series Payments, Supplemental Payments and System Payments. Notwithstanding the respective clauses (A)(1) of the definitions of Series Payments, Supplemental Payments and System Payments set forth in Section 1.2 of the Master Bond

Resolution, unless otherwise consented in writing to by the Bank, no Supplemental Authorizing Resolution providing for Series Payments, Supplemental Payments or System Payments may provide for a release of such Series Payments, Supplemental Payments or System Payments, as applicable, unless, immediately after such release, the Authority shall be in compliance with Section 5.2 of the Master Bond Resolution.

Section 6.13 Further Assurances. Make, execute, endorse, acknowledge and deliver to the Bank any amendments, restatements, modifications or supplements hereto and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by the Bank to effect, confirm or further assure or protect and preserve the interests, rights and remedies of the Bank under this Agreement, and the Authority Documents.

If the Bank determines to hold the Subseries 2008B-[3][4] Bonds in book-entry form through a securities depository, the Authority will cooperate with the Bank to achieve eligibility for such book-entry system, including providing information requested by the Bank, to facilitate the preparation by the Bank of a disclosure document summarizing the terms of the Subseries 2008B-[3][4] Bonds, provided however, that any and all costs and expenses of the Authority and the Bank in connection with achieving such eligibility shall be borne solely by (and paid by) the Bank.

Section 6.14 Most Favored Nations Regarding Acceleration. (a) During any period in which this Agreement is in effect or amounts remain payable hereunder, if the Authority shall, after the effective date of this Agreement, enter into or otherwise consent to any Bank Agreement, in either case, 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, unscheduled mandatory 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 4.15 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 Bonds and 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 or consenting to any Bank Agreement which includes Rights of Acceleration, the Authority shall provide to the Bank 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 if 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) As of the effective date of this Agreement, no Bank Agreement is in effect that provides for Rights of Acceleration, or, in the case of the TIFIA Loan Agreement, all such Rights of Acceleration are in forbearance. For the avoidance of doubt, the Rights of

Acceleration provided for herein shall not be available to the Bank unless or until any Rights of Acceleration are granted to or may be exercised by another Person under a Bank Agreement, including, without limitation, the TIFIA Lender under the TIFIA Loan Agreement.

ARTICLE VII

NEGATIVE COVENANTS

Until the termination of this Agreement in accordance with Section 9.20, unless the Bank shall otherwise consent in writing, the Authority covenants and agrees that it will not:

Section 7.1 Consolidation or Merger; Joint Ventures. Enter into any transaction of merger or consolidation or any joint venture or other combination.

Section 7.2 Acquisitions. Consummate any transaction or series of related transactions after the date hereof by which the Authority (a) acquires (i) all or a substantial part of the assets of any Person, (ii) a going business or division of any Person (other than an Affiliate), whether through purchase of assets, merger or otherwise; (b) directly or indirectly acquires control of at least a majority in voting power of the securities of any Person; or (c) directly or indirectly acquires control of a 5% or more ownership interest in any partnership or joint venture. Notwithstanding anything herein to the contrary, the Authority may acquire or assume control of toll road assets and other related facilities within its geographical region that it is obligated or otherwise directed by the legislature to acquire and control, or otherwise determines to be in its best interest to acquire and control, provided, that no such acquisition or assumption of control shall be undertaken by the Authority unless it determines that it shall remain in compliance with its covenants and agreements set forth in the Master Bond Resolution following such acquisition or assumption of control. The Authority's determination may be based upon the written advice and/or report of the Authority's traffic and revenue consultant.

Section 7.3 Additional Indebtedness. Contract, create, incur, assume or suffer to exist any Indebtedness, except as permitted by Sections 5.5 and 5.6 of the Master Bond Resolution.

Section 7.4 Liens and Encumbrances. Create, incur, assume or suffer to exist any Lien upon or with respect to the System Pledged Revenues that is not dismissed, stayed, discharged or bonded within sixty (60) days, except for Permitted Liens.

Section 7.5 Disposition of Assets. Transfer, sell, assign, lease or otherwise dispose of any properties or assets useful or necessary for the operation of the System except as permitted by Section 5.4 of the Master Bond Resolution.

Section 7.6 Restricted Investments. Use the proceeds of the Subseries 2008B-[3][4] Bonds or any of the Trust Estate (as defined in the Authority Documents) to purchase, own, invest in or otherwise acquire, directly or indirectly, any stock, evidence of indebtedness, or other obligation or security or any interest whatsoever in any other Person, or make or permit to exist any loans, advances or extensions of credit to, or any investment in cash or by delivery of

property in, any Person (collectively, "Investments"), except for obligations described in the definition of "Permitted Investments" in the Master Bond Resolution.

Section 7.7 Use of Proceeds; Federal Reserve Regulations. Use or permit any part of the proceeds of the Subseries 2008B-[3][4] Bonds to be used for the purpose, whether immediate, incidental or ultimate, to purchase or carry any margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time) or to extend credit to others for the purpose of purchasing or carrying any margin stock.

Section 7.8 Guarantees. Guarantee, endorse (other than for collection or deposit in the ordinary course of business), become surety for, indemnify or otherwise in any way become or be directly or indirectly liable or responsible for the obligations of another, whether by agreement to purchase the indebtedness of another, by working capital maintenance agreements, take or pay contracts, or agreement for the furnishing of funds to another, directly or indirectly, through the purchase of goods, supplies or services (or by the way of stock purchase, capital contribution, advance or loan) for the purpose of paying or discharging the indebtedness of another, or otherwise, or enter into or be a party to any contract for the purchase of merchandise, materials, supplies or other property if such contract provides that payment for such merchandise, materials, supplies or other property shall be made regardless of whether delivery of such merchandise, materials, supplies or other property is even made or tendered, except (a) guarantees payable solely from identified revenue sources other than System Pledged Revenues and as to which the Authority has no personal liability and (b) guarantees to creditors of less than $50,000 in the aggregate.

Section 7.9 Modifications. Terminate or make any modifications or amendments to, or waive any rights under, the Master Bond Resolution or any of the other Authority Documents.

Section 7.10 Appointment of Successors. Without the prior written consent of the Bank (which consent shall not be unreasonably withheld, delayed or conditioned) appoint a successor Trustee. Without the prior written consent of the Bank the Authority shall not permit a credit facility or liquidity facility to become effective with respect to the Subseries 2008B-[3][4] Bonds (other than upon the repurchase of the Subseries 2008B-[3][4] Bonds and discharge of this Agreement).

Section 7.11 Tax Exemptions. 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 Subseries 2008B-[3][4] Bonds from the gross income of the holders thereof for purposes of federal income taxation under the Code.

Section 7.12 Certain Information. The Authority shall not include in any offering document for the Subseries 2008B-[3][4] Bonds any information concerning the Bank that is not supplied in writing, or otherwise approved, by the Bank expressly for inclusion therein.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.1 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Failure of the Authority to pay (i) when due any payment of principal or interest hereunder, or (ii) within 15 days of when due any commission, charge, expense, or other obligation hereunder; or

(b) The Authority shall fail to observe or perform any covenant, restriction or agreement contained in Article VII of this Agreement; or

(c) The Authority shall fail to observe or perform any covenant, restriction or agreement contained in this Agreement and not described in Sections 8.1(a) and 8.1(b) above for thirty (30) days provided that if the Authority certifies that the default (other than a default of the covenants set forth in Sections 6.1 and 6.2) cannot be cured within thirty (30) days and that the Authority has diligently commenced to cure, the Authority shall have ninety (90) days to cure such default unless such period is further extended by the Bank; or

(d) Any representation, warranty, certification or statement made or deemed made by the Authority in Article V of this Agreement, in any Authority Documents, or in any certificate, financial statement or other document delivered pursuant to this Agreement or any other Authority Documents shall prove to have been incorrect in any material respect when made or deemed made; or

(e) The Authority defaults in the payment of principal when due, whether by acceleration or otherwise, or interest on any other Indebtedness beyond any period of grace provided with respect thereto, or in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created, if the effect of such default is to cause, or permit the holder or holders of such obligation (or a trustee for such holder or holders), to cause such obligation to become due prior to its stated maturity, or to exercise any other remedy; or

(f) The validity, binding nature, or enforceability of any material term or provision of this Agreement or any of the other Authority Documents is disputed by, on behalf of, or in the right or name of the Authority or any material provision of this Agreement or any of the other Authority Documents is found or declared to be invalid, avoidable, or non-enforceable by any court of competent jurisdiction; or

(g) The Authority (i) files a petition for relief under the Bankruptcy Code or any other insolvency law or seeking to adjudicate it a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fails to file an answer or other pleading denying the

material allegations of any such proceeding filed against it, (ii) takes any corporate action to authorize or effect any of the foregoing actions, (iii) generally fails to pay, or admits in writing its inability to pay, its debts as such debts become due; (iv) shall apply for, seek or consent to, or acquiesce in, the appointment of a custodian, receiver, trustee, examiner, liquidator or similar official for it or for any material portion of its assets; (v) benefits from or is subject to the entry of an order for relief under any bankruptcy or insolvency law; or (vi) makes an assignment for the benefit of creditors; or

(h) Failure of the Authority, within sixty (60) days after the commencement of any proceeding against it seeking any reorganization, arrangement. composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, to have such proceeding dismissed or discharged or to have all orders or proceedings thereunder affecting the operations or the business of the Authority stayed, or failure of the Authority within sixty (60) days after the appointment, without the consent or acquiescence of the Authority, of any custodian, receiver trustee, examiner, liquidator or similar official for it or for any material portion of its assets, to have such appointment vacated; or

(i) The entry of one or more final, non-appealable judgments or orders for the payment of money in excess of $10,000,000 in the aggregate against the Authority, with respect to which adequate cash reserves or insurance have not been established, or other means of satisfactory or otherwise funding the judgment have not been undertaken, in each case in an amount and manner satisfactory to the Bank and such judgment(s) or order(s) shall continue unsatisfied, unbonded or unstayed for a period of ninety (90) days; or

(j) The issuance of a writ of execution, attachment or similar process against the Authority or any of its assets having a Material Adverse Effect, which shall not be dismissed, stayed, discharged or bonded within sixty (60) days; or

(k) A notice of lien, levy or assessment in excess of $5,000,000 is filed of record with respect to all or any portion of the assets of the Authority by the United States, or any department, agency or instrumentality thereof, or by any other Governmental Authority, including, without limitation, the Pension Benefit Guaranty Corporation, or if any taxes or debts in excess of $5,000,000 owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon any assets of the Authority in each case and with respect to which adequate cash reserves or insurance have not been established, or other means of satisfactory or otherwise funding the judgment have not been undertaken, in each case in an amount and manner satisfactory to the Bank within sixty (60) days after the same becomes a lien or encumbrance or, in the case of ad valorem taxes, prior to the last day when payment may be made without material penalty; or

(l) The Authority shall fail to pay when due any material amount which it shall have become liable to pay to the Pension Benefit Guaranty Corporation or to a Plan under Title IV of ERISA; or the Pension Benefit Guaranty Corporation shall institute proceedings under Title IV of ERISA to terminate or to cause a trustee to be appointed to

administer any such Plan or Plans or a proceeding shall be instituted by a fiduciary of any such Plan or Plans to enforce Section 515 or 4219(c)(5) of ERISA and such proceeding shall not have been dismissed within thirty (30) days thereafter; or a condition shall exist by reason of which the Pension Benefit Guaranty Corporation would be entitled to obtain a decree adjudicating that any such Plan or Plans must be terminated; or

(m) The rating assigned to any Parity Bonds (without regard to credit enhancement) shall be less than "BBB-" (or its equivalent) by Fitch, less than "Baa3" (or its equivalent) by Moody's and less than "BBB-" (or its equivalents by Standard & Poor's; or

(n) The occurrence of any Material Adverse Change, or of any event, condition, or state of facts which could reasonably be expected to result in a Material Adverse Effect.

Section 8.2 Remedies. Upon the occurrence and during the continuance of any Event of Default:

(a) General. The Bank may, in its sole discretion, (i) exercise all rights and remedies as are granted or hereafter granted to the Bank under the Master Bond Resolution or the other Bank Documents, and (ii) pursue all remedies available to it by contract, at law or in equity. In the event that any Person then has the benefit of Rights of Acceleration pursuant to Section 6.14 hereof, upon the occurrence and during the continuance of an Event of Default hereunder, the Bank may exercise such Rights of Acceleration.

(b) Rights and Remedies Cumulative; Non-Waiver; etc. The enumeration of the Bank's rights and remedies set forth in this Agreement is not intended to be exhaustive and the exercise by the Bank of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder, under any Authority Documents or under any other agreement between the Authority and the Bank or that may now or hereafter exist in law or in equity or by suit or otherwise. No delay or failure to take action on the part of the Bank in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default. No course of dealing between the Authority and the Bank or their agents or employees shall be effective to change, modify or discharge any provision of this Agreement or any of the other Authority Documents to constitute a waiver of any Event of Default.

(c) Default Rate. Upon the occurrence and during the continuation of a Default or an Event of Default, the Subseries 2008B-[3][4] Bonds shall bear interest at the Default Rate.

ARTICLE IX

ARTICLE IX MISCELLANEOUS

Section 9.1 Costs, Expenses and Taxes. The Authority agrees to pay on demand all reasonable out-of-pocket expenses of the Bank, including reasonable fees and disbursements of counsel, in connection with: (i) the preparation, execution, delivery, and filing, if required, of this Agreement, the Authority Documents and otherwise in connection with the delivery of the Subseries 2008B-[3][4] Bonds, (ii) any amendments, supplements, consents or waivers hereto or thereto, and (iii) the administration or enforcement of this Agreement, the Subseries 2008B-[3][4] Bonds, and the Authority Documents and any other documents which may be delivered in connection herewith or therewith. In addition, the Authority shall pay any and all applicable stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the Authority Documents and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such applicable taxes and fees. It is the intention of the parties hereto that the Authority shall pay amounts referred to in this Section directly. In the event the Bank pays any of the amounts referred to in this Section directly, the Authority will reimburse the Bank for such advances and interest on such advance shall accrue until reimbursed at the Default Rate.

Section 9.2 Indemnification. 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, defend and hold harmless the Bank, and each director, officer, employee, successor and assign of the Bank (each, an "*Indemnitee*") from and against any and all claims (whether or not valid), damages, losses, liabilities, reasonable costs or expenses, penalties, fines and interest whatsoever (including reasonable attorneys' fees, court costs and litigation expenses) which may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the "*Liabilities*") by reason of or in connection with (a) the execution, delivery, performance or transfer of, or payment or failure to pay under, any Authority Document or Bond Document; (b) the sale and delivery of the Subseries 2008B-[3][4] Bonds; (c) the use of the proceeds of the Subseries 2008B-[3][4] Bonds or (d) or any violation of any of the covenants, warranties or representations of the Authority hereunder or under any of the Bank Documents; *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 gross negligence of such Indemnitee. The Authority shall not be liable for any settlement of any such action effected without its consent, which consent shall not be unreasonably withheld.

All of the foregoing Costs and obligations of the Authority shall be additional obligations hereunder. In the event the Bank or any other indemnified party shall suffer or incur any Costs, the Authority shall pay to the indemnified party the total of all such Costs suffered or incurred by the party, and fulfill its other obligations hereunder, within 30 days after demand (which demand shall set forth in reasonable detail the basis and amount of such costs and shall be made not more frequently than monthly).

It is expressly understood and agreed that the obligations of the Authority under this Section shall not be limited to any extent by the term of this Agreement and shall remain in full force and effect unless and until expressly terminated by Bank in writing.

Section 9.3 Waiver of Jury Trial. EACH OF THE AUTHORITY AND THE BANK HEREBY KNOWINGLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.4 Waiver of Automatic or Supplemental Stay. In the event that a petition for relief under any chapter of the Bankruptcy Code is filed by or against the Authority, the Authority promises and covenants that, to the extent permitted by law, they will not seek a supplemental stay pursuant to Bankruptcy Code §§ 105 or 362 or any other relief pursuant to Bankruptcy Code § 105 or any other provision of the Bankruptcy Code, whether injunctive or otherwise, which would stay, interdict, condition, reduce or inhibit the Bank's ability to enforce any rights it has, at law or in equity, to collect the Obligations from any Person other than the Authority.

Section 9.5 Notices. All demands, notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered, if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt), or five (5) days after being mailed, if mailed by first class, registered or certified mail, postage prepaid, to the address or telecopy number set forth below:

Party	Address
Authority	Central Florida Expressway Authority 4974 Orlando Tower Road Orlando, Florida 32807 Attention: Executive Director Telephone: (407) 690-5000
with a copy to:	General Counsel 4974 ORL Tower Road Orlando, Florida 32807
Bank	Wells Fargo Bank, National Association 800 North Magnolia Avenue, 7th Floor Orlando, Florida 32803 Attention: Todd Morley Telephone: (407) 649-5638 Telecopy: 407-649-5554

with copy to:	Wells Fargo Bank, National Association Mail Code NC0600 301 South College Street, DC8 Charlotte, North Carolina 28288-0600 Attention: Rick White/Bill Bingham/Municipal Trading Desk
Trustee	Wells Fargo Bank, N.A. _____ _____ Attention: _____ Telephone: _____ Facsimile: _____

The Authority, the Bank or the Trustee may, by notice given hereunder, designate any further or different addresses or telecopy numbers to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 9.6 Patriot Act Notice. The Bank 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 hereby agrees that it shall promptly provide such information upon request by the Bank.

Section 9.7 Continuing Obligations; Revival of Obligations. Subject to Section 3.2 hereof, the obligations of the Authority pursuant to Sections 9.1 and 9.2 hereof shall survive the termination of this Agreement. The Authority further agree that to the extent the Authority makes a payment to the Bank, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver, or any other party under any bankruptcy, insolvency or other similar state or federal statute, common law or principles of equity, then, to the extent of such repayment by the Bank, the Obligations or part thereof intended to be satisfied by such payment shall be revived and continued in full force and effect as if such payment had not been received by the Bank.

Section 9.8 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records

(c) The Purchaser acknowledges that neither the Authority nor its agents have requested a rating for the Subseries 2008B-[3][4] Bonds.

(d) The Purchaser acknowledges that the Authority has not prepared and is not obligated to prepare an official statement or other offering or disclosure document with respect to the Subseries 2008B-[3][4] Bonds in connection with the issuance, sale or remarketing of the Subseries 2008B-[3][4] Bonds and the Subseries 2008B-[3][4] Bonds will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

Section 9.14 Satisfaction of Requirement. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory, to the Bank, the determination of such satisfaction shall be made by the Bank in its sole and exclusive judgment exercised in good faith.

Section 9.15 Usury. The Bank shall not be entitled to receive payment of interest hereunder or under any Obligations in excess of the Maximum Rate. If the Bank receives less interest during any period than it would be entitled to receive hereunder and under any Obligations but for the applicability of the Maximum Rate, during any subsequent period in which the rate of interest to which the Bank is otherwise entitled hereunder and under any Obligations is less than the Maximum Rate, the Bank shall instead receive interest at a rate equal to the Maximum Rate until the Bank has received, in the aggregate, the amount of interest due the Bank hereunder and under the Obligations. In addition, to the extent permitted by applicable law, if the principal amount of any Obligations comes due or is prepaid and the Bank has not received, in the aggregate, the amount of interest due the Bank hereunder and under any Obligations, the Authority shall pay the Bank, upon the coming due or prepayment of such principal amount, the amount of interest due the Bank hereunder and under any Obligations and not otherwise paid hereunder or thereunder.

Section 9.16 Amendment. This Agreement can be amended or modified only by an instrument in writing signed by the parties.

Section 9.17 Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision hereof.

Section 9.18 Entire Agreement. THIS AGREEMENT AND THE DOCUMENTS AND INSTRUMENTS EXECUTED AND DELIVERED CONTEMPORANEOUSLY HEREWITH EMBODY THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES HERETO AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS OF SUCH PERSONS, VERBAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT AND THE DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 9.19 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, together shall constitute but one and the same instrument.

Section 9.20 Captions. The captions to the various sections and subsections of this Agreement have been inserted for convenience only and shall not limit or affect any of the terms hereof.

Section 9.21 Term. All representations and warranties of the Authority contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Authority Documents or any investigation by the Bank. All covenants and agreements of the Authority contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged. Except as otherwise provided in Section 2.2 herein, this Agreement shall terminate on the Bank Purchase Date for the Initial Period (or such successive Bank Purchase Date as the Bank shall have agreed to purchase the Subseries 2008B-[3][4] Bonds for a successive Bank Rate Mode Period), provided that on the such Bank Purchase Date (or such successive Bank Purchase Date) the Subseries 2008B-[3][4] Bonds have been repurchased by the Authority and all Obligations under this Agreement and amounts due and owing to the Bank under the Subseries 2008B-[3][4] Bonds have been paid in full.

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

IN WITNESS WHEREOF, the parties hereto have caused this Continuing Covenants Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Name:
Title:

[Execution by the Bank appears on the following page.]

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name: Todd Morley
Title: Senior Vice President

[Execution for Continuing Covenants Agreement]

EXHIBIT A

FORM OF INVESTMENT LETTER

_____, 2015

Central Florida Expressway Authority
Orlando, Florida

Re: $_____
Central Florida Expressway Authority
(f/k/a Orlando-Orange County Expressway Authority)
Variable Rate Refunding Revenue Bonds,
Series 2008B-[3][4]

Ladies and Gentlemen:

The undersigned is the purchaser (the "*Purchaser*") of the bonds described above (the "*Bonds*"). The Bonds are issued pursuant to (i) that certain Amended and Restated Master Bond Resolution adopted as of February 3, 2003, by the Central Florida Expressway Authority (f/k/a Orlando-Orange County Expressway Authority) (the "*Authority*") (said Amended and Restated Master Bond Resolution and as the same may be further amended, modified or restated in accordance with the terms thereof and hereof, the "*Master Resolution*"), (ii) a Ninth Supplemental Revenue Bond Resolution adopted on March 6, 2008, with certain changes ratified and approved on April 23, 2008, by the Authority (said Ninth Supplemental Revenue Bond Resolution and as the same may be further amended, modified or restated in accordance with the terms thereof and hereof, the "*Ninth Supplemental Resolution*"), and (iii) a Second Supplement to Ninth Supplemental Resolution adopted as of March 30, 2011, by the Authority (the "*Supplemental Resolution*" and together with the Master Resolution and the Ninth Supplemental Resolution, collectively referred to herein as the "*Resolution*"). This Investor Letter is delivered to the Authority and Wells Fargo Bank, N. A., as Trustee, pursuant to the requirements of the Supplemental Resolution. Capitalized terms used but not defined herein have the meanings set forth in the Amended and Restated Continuing Covenants Agreement dated as of September __, 2015 (the "*Agreement*"), between the Authority and the Purchaser.

The Purchaser hereby makes the following representations and warranties to the Authority in connection with the Purchaser's purchase of the Bonds:

1. The Purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "*1933 Act*"). The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of taxable obligations, to be capable of evaluating the merits and risk of our investment in the Bonds.

2. The Authority has provided the Purchaser with access to information and the opportunity to ask questions of, and receive answers from, the Authority concerning the terms and conditions of the Bonds and with the opportunity to request information from the Authority relating to the Authority and the Bonds that the Purchaser deems necessary.

3. The Purchaser has made its own independent investigation of the facts and circumstances surrounding the Authority and the Bonds and is not relying on the Authority, its agents and employees with respect to the sufficiency and scope of such investigation. The Purchaser is relying upon the accuracy of the representations and warranties of the Authority made in the Agreement and the Authority Documents.

4. The Purchaser acknowledges that the Bonds (a) are not being registered under the 1933 Act and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed on any stock or other securities exchange and (c) will not be readily marketable.

5. The Purchaser understands that the Bonds are secured in the manner set forth in the Resolution and has received and reviewed to its satisfaction a copy of the Resolution.

6. The Purchaser acknowledges that neither the Authority nor its agents have requested a rating for the Bonds.

7. The Purchaser acknowledges that the Authority has not prepared and is not obligated to prepare an official statement or other offering or disclosure document with respect to the Bonds in connection with the issuance, sale or remarketing of the Bonds and the Bonds will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

8. The Purchaser is purchasing the Bonds for its own account for investment and not with a view to resale or distribution. The Purchaser will not sell or re-offer the Bonds, or sell participation interests in the Bonds, except in the event that such sale or re-offering complies with federal securities laws and regulations.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name:_____
Title: Senior Vice President

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Approval of Purchase Order for Oracle for Software Update Licenses and Support

Board approval is requested to issue a purchase order in the amount of $59,323.38 to Oracle to update various database software licenses and continue product support for a one-year period from November 15, 2015, to November 14, 2016. Oracle has been designated as a single source provider for these services.

ORACLE

GENERAL INFORMATION

OFFER EXPIRATION		**ORACLE:** Oracle America, Inc.	
Support Service Number:	2572502	**Oracle Support Sales Representative:**	Miranda Henry
Offer Expires:	14-Nov-15		
		Telephone:	703-364-2053
		Fax:	719-757-4285
		E-mail:	miranda.ward@oracle.com
CUSTOMER: Central Florida Expressway Authority (CFX)			
CUSTOMER QUOTE TO		**CUSTOMER BILL TO**	
Account Contact:	Rafael Millan	**Account Contact:**	ACCOUNTS PAYABLE
Account Name:	Central Florida Expressway Authority (CFX)	**Account Name:**	Central Florida Expressway Authority (CFX)
Address:	4974 ORL Tower Rd ORLANDO FL 32807 United States	**Address:**	4974 ORL Tower Road ORLANDO FL 32807 United States
Telephone:	407 894-5065	**Telephone:**	407-316.3800
Fax:		**Fax:**	
E-mail:	millanr@oocea.com	**E-mail:**	CHIZLETT@OOCEA.COM

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 2572502, to Your Oracle Support Sales Representative identified in the table above.

SERVICE DETAILS

Program Technical Support Services	
Service Level:	**Software Update License & Support**

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	15666686	1		FULL USE	15-Nov-15	14-Nov-16	5,016.41
Oracle Database Enterprise Edition - Processor Perpetual	15666686	3		FULL USE	15-Nov-15	14-Nov-16	24,835.57
Oracle Database Standard Edition - Processor Perpetual	15666686	13		FULL USE	15-Nov-15	14-Nov-16	24,454.99
Oracle Partitioning - Processor Perpetual	15666686	4		FULL USE	15-Nov-15	14-Nov-16	5,016.41

Program Technical Support Fees: USD 59,323.38

Total Price: USD 59,323.38

Plus applicable tax

Please note the following:

- If You have questions regarding the Service Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. Under Oracle's Lifetime Support Policy, the support level for an Oracle product, if applicable, may change during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- If Oracle accepts Your order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

TECHNICAL SUPPORT SERVICES TERMS

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, Central Florida Expressway Authority (CFX) represents that Customer has authorized Central Florida Expressway Authority (CFX) to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. Central Florida Expressway Authority (CFX) agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. Central Florida Expressway Authority (CFX) agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and b) any failure of Central Florida Expressway Authority (CFX) to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at http://www.oracle.com/us/support/policies/index.html.

The technical support services acquired under this ordering document are governed by the terms and conditions of the US-PS-TSSA-378133 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

ORDER PROCESSING DETAILS

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order, Your check or a credit card confirmation for the order as detailed below) or an executed Oracle Financing contract. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement.

Please note that if the pre-tax value of this ordering document is USD $2,000 or less, the technical support services ordered (i) must be paid by credit card; or (ii) You must renew Your support via the Oracle Store. Please contact Your Oracle Support Sales Representative for details regarding renewing Your support via the Oracle Store.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.

"If Central Florida Expressway Authority (CFX) is a tax exempt organization, a copy of Central Florida Expressway Authority (CFX)'s tax exemption certificate must be submitted with Central Florida Expressway Authority (CFX)'s purchase order, check, credit card or other acceptable form of payment."

Purchase Order
If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 2572502
- Total Price: USD 59,323.38 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Central Florida Expressway Authority (CFX) agrees that the terms of this ordering document and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document.

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

Check
If the technical support services on this ordering document will be ordered and paid by check, the check must include the following information:

- Support Service Number: 2572502
- Total Price: USD 59,323.38 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Central Florida Expressway Authority (CFX) agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering

document. No terms attached or submitted with the check shall apply.

Please mail check payments in accordance with the Remittance Details section below.

Credit Card Confirmation
If the technical support services on this ordering document will be ordered and paid by credit card, please complete the Information in this section and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Please note that Oracle is unable to process credit card transactions of USD $100,000 or greater or transactions that are not in USD.

_____
Credit Card Number

_____
Credit Card Type (Visa, MasterCard, AMEX)

_____
Expiration Date

_____
Billing Address (associated with Credit Card)

_____
City, State, and Zip (associated with Credit Card)

_____
Authorized Signature

_____
Name (as it appears on the credit card)

In issuing this credit card confirmation, Central Florida Expressway Authority (CFX) agrees that only the terms of this ordering document and the agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

Remittance Details
Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn:	Miranda Henry
	Oracle Support Services
Fax:	719-757-4285
E-mail:	miranda.ward@oracle.com

Checks for the technical support services ordered under this ordering document should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 44471

San Francisco, CA 94144-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Supplemental Agreement No. 1
Protiviti, Inc., for Internal Auditor Services
Contract No. 000931

Board approval is requested for Supplemental Agreement No. 1 in the amount of $137,000.00 for the referenced contract with Protiviti, Inc. The Supplemental Agreement is necessary to fund the remainder of the Contract term to complete the audit plan approved by the Audit Committee for this fiscal year which is budgeted at $323,900.00. The amount remaining in the Contract is $187,438.00 which necessitates the requested increase of $137,000.00.

Original Contract Amount for Three Years	$730,500.00
Amount Paid Against Approved Committee Budget for FY 13/14, 14/15	($543,062.00)
Amount Remaining in Original Contract	$187,438.00
Amount Needed for FY 15-16 Budget Approved by Audit Committee	($323,900.00)
	($136,462.00)

Original Contract Amount	$ 730,500.00
This Supplemental Agreement	137,000.00
New Contract Amount	$ 867,500.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Internal Audit Services

Contract No: 000931

This Supplemental Agreement No. 1 entered into this 10th day of September, 2015, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PROTIVITI, INC., (the "Auditor"), the same being supplementary to the Agreement between the aforesaid, dated May 22, 2013, for services pertaining to internal audits, (the Contract").

1. The Authority has determined it necessary to increase the Contract amount by $137,000.00 in order to continue the required internal auditing services to the end of the Contract term, and

2. The Auditor hereby agrees to the increase in the Contract amount and will continue to provide the required services with no change in the fees and rates included in the original Contract dated May 22, 2013, and

3. The Authority and Auditor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Auditor's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary to provide necessary funding to the end of the Contract term.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Internal Audit Services

Contract No.: 000931

Amount of Changes to this document: $137,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

Approved as to Form and Execution:

_____
General Counsel

PROTIVITI, INC.

_____

By: _____

Title: _____

Attest: _____(Seal)

Date: _____

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PROTIVITI, INC.

INTERNAL AUDITOR SERVICES

CONTRACT NO. 000931

CONTRACT DATE: MAY 22, 2013
CONTRACT AMOUNT: $730,500.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL AND PRICE PROPOSAL FOR INTERNAL AUDITOR SERVICES

CONTRACT NO. 000931

MAY 2013

Members of the Board

Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member

Executive Director

Max Crumit, P.E.

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METHOD OF COMPENSATION	MC-1 to MC-2
TECHNICAL PROPOSAL	TP-1 to TP-27
PRICE PROPOSAL	PP-1

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 22nd day of May, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PROTIVITI, INC., 301 East Pine Street, Suite 225, Orlando, Florida 32801, hereinafter the AUDITOR:

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 an auditor to perform internal auditor services and related tasks as may be assigned to the AUDITOR by the AUTHORITY and identified as Contract No. 000931; and,

WHEREAS, on or about March 16, 2013, the AUTHORITY issued a Request for Proposals seeking qualified auditors to perform such tasks; and,

WHEREAS, AUDITOR 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 AUDITOR 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 in accordance with the Scope of Services, 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 performing internal auditor services in accordance with the internal audit plan approved by the AUTHORITY's audit committee.

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 AUDITOR 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 auditors or AUTHORITY staff.

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

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by AUDITOR, and
1.5 The Price Proposal submitted by AUDITOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two 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 AUDITOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the AUDITOR with written notice of its intent at least 150 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 with 10 days notice for convenience or 15 days with cure notice for cause for AUDITOR'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 AUDITOR (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. AUDITOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR 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 AUDITOR: (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) materially fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised in accordance with the Scope of Services, or for any other cause whatsoever, fails to carry on the work in an acceptable manner in accordance with the Scope of Services, the AUTHORITY will

give notice in writing to the AUDITOR of such delay, neglect or default and provide AUDITOR with a reasonable opportunity to cure. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If AUDITOR (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 AUDITOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the AUDITOR's default (including the costs of completing Contract performance in excess of the sum which would have been payable under the Contract) shall be charged against the AUDITOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the AUDITOR 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, AUDITOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit AUDITOR 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 AUDITOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by AUDITOR. 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 AUDITOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the AUDITOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $730,500.00. Services shall be provided and fees to be billed for each year of the contract will be as agreed in the Task Order.

3.2 AUTHORITY agrees to pay AUDITOR 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, directly related to the Contract or the AUDITOR's performance of the Contract determined reasonably necessary or desirable by the AUTHORITY to verify invoicing and performance.

AUTHORITY reserves and is granted the right (during regular business hours and after 48 hours advance notice) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) of the AUDITOR or any subconsultant. By submitting a response to the Request for Proposal, AUDITOR or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents and AUDITOR unlawfully refuses such access or review, AUDITOR 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 AUDITOR. Disqualification or suspension of the AUDITOR for failure to comply with this section shall also preclude the AUDITOR from acting in the future as a subconsultant of another AUDITOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the AUDITOR 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 AUDITOR shall permit the AUTHORITY, at the AUTHORITY's option, to perform or have performed, an audit of the records of the AUDITOR and (shall flow this Contract provision to any or all subconsultants) to support the compensation paid the AUDITOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the AUDITOR 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 AUDITOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the AUDITOR shall be adjusted for audit results.

AUDITOR shall preserve all 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, AUDITOR is encouraged to grant small businesses the maximum practicable opportunity to participate in the provision of the Services.

6. AUDITOR INSURANCE

AUDITOR 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. AUDITOR 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 AUDITOR under this Agreement.

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) endeavor to 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. AUDITOR 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 AUDITOR hereunder, AUDITOR 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 AUDITOR'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 AUDITOR's policies shall be excess insurance, not contributory.

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

7. AUDITOR RESPONSIBILITY

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

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

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

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

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

AUTHORITY acknowledges that AUDITOR's work is highly dependent on the availability of AUTHORITY's personnel, other contractors of AUTHORITY and other factors beyond the control of AUDITOR. AUDITOR will use commercially reasonable efforts to assist AUTHORITY in meeting any stated deadlines but AUTHORITY acknowledges that despite these efforts, due to such factors, any stated deadlines and timelines may not be met.

The AUTHORITY shall arrange for access to and make all provisions for the AUDITOR to enter upon public and private property as required for the AUDITOR to perform its services. The AUTHORITY shall also provide or arrange to provide AUDITOR with timely access to and use of the personnel, facilities, equipment, data and information to the extent necessary for AUDITOR to perform the services.

AUTHORITY acknowledges that the achievement of any policy, process, model, system or risk management practice depends not only on the design and implementation, but also on the quality, experience and continuity of personnel involved, the diligent ongoing execution, and the appropriate modifications as changing conditions warrant. AUTHORITY understands and accepts responsibility for all decisions related to, and implementation of policies, processes, models, systems and risk management practice assessments, methods and assumptions developed in the course of this project.

AUTHORITY is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. AUTHORITY shall be fully and solely responsible for applying independent business judgment with respect to the services and the deliverables provided by AUDITOR, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other deliverables to AUTHORITY.

AUTHORITY acknowledges that there is no authoritative standard against which risk management practices can be directly compared. In practice, methodologies and approaches to measuring, managing and controlling risk vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound or "best" practices is judgmental and subjective.

AUDITOR shall be entitled to rely on all information provided by, and decisions and approvals of, AUTHORITY in connection with AUDITOR's work hereunder. AUTHORITY hereby releases AUDITOR and its personnel from any liability and costs relating to the services hereunder to the extent such liability and costs are attributable to any information provided by AUTHORITY personnel that is not complete, accurate or current in all material respects.

AUDITOR's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the AUTHORITY. The AUDITOR will not perform management functions or make management decisions for the AUTHORITY.

8. HOLD HARMLESS AND INDEMNIFICATION OF AUTHORITY

The AUDITOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the AUTHORITY, and their officers, agents, and employees, from third party suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property and alleged to be caused by the negligence or wrongful omission, in whole or in part, by AUDITOR, its agents, employees, partners, or subcontractors, provided, however, that the AUDITOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the AUTHORITY.

Further, the AUDITOR shall fully indemnify, defend, and hold harmless the AUTHORITY from any suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a misuse or modification of AUDITOR 's products or an operation or use of AUDITOR 's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the AUDITOR's opinion is likely to become the subject of such a suit, the AUDITOR may at its sole expense procure for the AUTHORITY the right to continue using the product or to modify it to become non-infringing or procure or license alternate product(s) that are non-infringing. If the

AUDITOR is not reasonably able to modify or otherwise secure the AUDITOR the right to continue using the product, the AUDITOR shall remove the product and refund the AUTHORITY the amounts paid in excess of a reasonable rental for past use. The AUTHORITY shall not be liable for any royalties.

The AUDITOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the AUTHORITY giving the AUDITOR (l) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at AUDITOR 's sole expense. The AUDITOR shall not be liable for any cost, expense, or compromise insured or made by the AUTHORITY in any legal action without the AUDITOR's prior written consent, which shall not be unreasonably withheld.

For all claims against the AUDITOR under this Contract, and regardless of the basis on which the claim is made, the AUDITOR's liability under this Contract as amended for direct damages shall be limited to the greater of $100,000, the dollar amount of this Contract as amended, or two times the charges rendered by the AUDITOR under this Contract as amended.

Unless otherwise specifically enumerated in this Contract, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The AUTHORITY may, in addition to other remedies available to them at law or equity and upon notice to the AUDITOR, retain such monies from amounts due AUDITOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The AUTHORITY may set off any liability or other obligation of the AUDITOR or its affiliates to the AUTHORITY against any payments due the AUDITOR under any contract with the AUTHORITY.

9. PUBLIC RECORDS

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

10. PRESS RELEASES

AUDITOR 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.

11. PERMITS, LICENSES, ETC.

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

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

AUDITOR 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. AUDITOR acknowledges that it has read the Ethics Policy and, to the extent applicable, AUDITOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected AUDITOR to perform the Services based upon characteristics and qualifications of AUDITOR and its employees. Therefore, AUDITOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the AUDITOR'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 AUDITOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY's written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, AUDITOR desires to subcontract any portion(s) of the work to a subconsultant/subcontractor that was not disclosed by the AUDITOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant/subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the AUDITOR 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 AUDITOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the AUDITOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

15. DISPUTES

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

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or AUDITOR'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 AUDITOR to be the prevailing party, AUDITOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

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

17. OTHER SEVERABILITY

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

18. GOVERNING LAW

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

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

19. RELATIONSHIPS

AUDITOR acknowledges that no employment relationship exists between AUTHORTIY and AUDITOR or AUDITOR's employees. AUDITOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. AUDITOR 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.

AUDITOR shall conduct no act or omission that would lead AUDITOR's employees or any legal tribunal or regulatory agency to believe or conclude that AUDITOR'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, subconsultant, or matter.

20. INTERPRETATION

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

21. 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 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

21.2 Payment to AUDITOR for satisfactory work performed or for termination expenses, if applicable; and

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

21.4 Obligations upon expiration or termination of the Contract; and

21.5 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.

22. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

23. INTELLECTUAL PROPERTY

Subject to AUTHORITY's fulfillment of all payment obligations, AUDITOR acknowledges and agrees that AUTHORITY shall retain all ownership rights in any deliverables developed by AUDITOR under this Agreement and delivered to AUTHORITY, excluding AUDITOR Proprietary Materials, as defined below, and any third-party software that is incorporated into the deliverables. AUTHORITY acknowledges that as part of performing services, AUDITOR may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any enhancements or modifications thereto) which have been originated or developed by AUDITOR, or which have been purchased by, or licensed to AUDITOR (collectively, "AUDITOR Proprietary Materials"). AUTHORITY agrees that AUDITOR shall retain sole and exclusive title, rights and interest in and to AUDITOR Proprietary Materials. Subject to the terms of this Agreement, AUDITOR grants and AUTHORITY accepts a worldwide, nonexclusive, nontransferable license to AUDITOR Proprietary Materials for use only in conjunction with deliverables.

AUDITOR's deliverables are for the use and benefit of AUTHORITY only and not for any other party (such other parties, each a "Third Party"). If AUTHORITY desires to disclose such deliverables or make reference to AUDITOR to any Third Party other than AUTHORITY's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential, except as otherwise required by the applicable public records act, AUTHORITY will obtain AUDITOR's prior written approval and if requested by AUDITOR, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to AUDITOR in its reasonable discretion. AUDITOR accepts no liability or responsibility to any Third Party who benefits from or uses services hereunder or gains access to the deliverables.

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 May 22, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Print Name: _____

PROTIVITI, INC.

By: _____

Print Name: PHILIP Z. FRENKEL

MANAGING DIRECTOR

Title

ATTEST: _____ (Seal)

Notary Public State of Florida
Brittany C Parker
My Commission EE 208780
Expires 06/17/2016

Approved as to form and execution, only.

_____

General Counsel for the AUTHORITY

State of Florida
County of Orange
The foregoing instrument was acknowledged before me this 20 day of May, 2013
by _____
Brittany C. Parker
(SEAL) PRINT, TYPE OR STAMP NAME OF NOTARY
Personally known X
or Produced Identification _____
Type of Identification Produced: _____

INTERNAL AUDITOR SERVICES
SCOPE OF SERVICES

1.0 Description

The Internal Auditor shall provide auditing services to the Authority as required by this Scope of Services.

2.0 Internal Audit Charter

Mission

The mission of the internal audit department to provide the Authority Board with unbiased, objective assessments of whether Expressway resources are responsibly and effectively managed to achieve intended results.

Purpose

Internal audit's purpose is to add value, improve operations, and enhance transparency. It helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

Independence

The Internal Auditor Director is appointed by the Expressway Authority Board and reports to them through the Audit Committee. The role of the Internal Auditor Director may be filled by an outside firm that provides internal audit services to the Authority on an outsourced basis. For administrative purposes, the Internal Audit Director reports to the General Counsel. To ensure independence, the internal audit function has no direct responsibility oar any authority over any of the activities or operations of the Authority.

Standards

Internal audit shall comply with the International Standards for the Professional Practice of Internal Auditing of The Institute of Internal Auditors (IIA). Consistent with the IIA Standards, internal audit recognizes the mandatory nature of the Definition of Internal Auditing, the Code of Ethics, and the IIA Standards.

3.0 Audit Committee Charter

The Audit Committee Charter is attached to this Scope of Services and provides relevant information regarding the composition of the Committee, meetings schedule, Internal Audit responsibilities, etc.

4.0 Internal Auditor Responsibilities

The Internal Auditor responsibilities include the following:

- Develop a flexible annual internal audit plan using appropriate risk-based methodology, including any risks or control concerns identified by management and/or Board members, and submit that plan to the Audit Committee for review and approval.

- Implement the annual internal audit plan, as approved, including, and as appropriate, any special tasks or projects requested by management and the Audit Committee.

- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet Audit Committee Charter requirements.

- Establish a quality assurance program by which the Internal Audit Director assures the operation of internal auditing activities.

- Perform consulting services at the request of management and/or the Audit Committee, beyond internal audit services, to assist management in meeting its objectives. Examples may include facilitation, process design, training, and advisory services.

- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion at the request of management and/or the Audit Committee.

- Issue periodic reports to the Audit Committee and management summarizing results of audit activities as well as results of internal and external assessments conducted in association with the Quality Assurance and Improvement Program.

- Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.

- Provide a list of significant measurement goals and results to the Audit Committee.

- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management and the Audit Committee of the results.

- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.

- Meet with the Audit Committee Chairperson and the Authority's executive staff to set the agenda for meetings.

- Ensure the Audit Committee meets its obligations, etc.

4.1 Risk Assessment and the Annual Internal Audit Plan

Risk assessment is a critical element of the Internal Auditor's annual responsibilities. The objective of the risk assessment is to identify and prioritize key areas of risk within the Authority as part of the planning process in designing the Internal Audit Plan.

The Internal Auditor shall establish a risk-based approach to determine the priorities for internal audit activities. The Internal Auditor shall prepare an annual Risk Assessment and Internal Audit Plan to help identify, measure, and prioritize potential audits based on the level of risk to the Authority. The Risk Assessment results and input from Authority management and Board members and the Internal Audit budget shall be used to prepare the annual Internal Audit Plan.

The annual internal audit planning process shall include the following major audit planning activities:

4.1.1 Identify, Assess and Prioritize Key Areas of Risk
The Internal Auditor must confirm and update prior year risk areas based upon review of prior year audit results and discussions with senior management and the Board. The Internal Auditor shall determine preliminary risk ratings based upon prior year results and interviews with management and the Board to confirm and validate the current risk model and to gain additional insight around risk trending. The Internal Auditor must aggregate and compile resulting information and prioritize areas of risk and finalize the risk model.

4.1.2 Select Focus Areas
The Internal Auditor must evaluate risks based upon the prioritization process and management/Board commentary to determine focus areas. A preliminary listing of proposed Internal Audit projects should be developed and defined to address areas of focus.

4.1.3 Internal Audit Plan Development
A scope of services shall be developed for each proposed Internal Audit project and must include the estimated level of effort. Budget allotments must be finalized for all proposed projects for Audit Committee approval.
The proposed timing for selected projects throughout the year must be prepared by the Internal Auditor and approved by the Audit Committee.

4.1.4 Presenting the Internal Audit Plan
The final draft of the plan shall be discussed with the Audit Committee, the Executive Director and the Authority's upper management. The final Internal Audit Plan shall be presented to the Audit Committee for review and approval.

4.2 Audit Process

The Internal Auditor's services shall focus on five general areas of Authority operations:

4.2.1 Effectiveness of operations and controls – Activities are performed adequately to produce the desired or intended results, and controls to mitigate risk are adequate and operating as intended.

4.2.2 Efficiency of operations – Activities are performed economically with minimum wasted effort or expense.

4.2.3 Safeguarding of resources and information – Prevention of loss of assets or resources, whether through theft, waste, or inefficiency, and protection of confidential information.

4.2.4 Reliability of reporting and data – Reports provide management with accurate and complete information appropriate for its intended purpose. It supports management's decision making and monitoring of the entity's activities and performance.

4.2.5 Compliance with applicable policies, procedures, laws, and regulations – Activities are conducted in accordance with relevant policies, procedures, laws and regulations.

4.2.6 Implementation of audit recommendations – The Internal Auditor shall conduct an independent review of Authority action plans associated with completed internal audits to track the implementation of each recommendation. The review of prior audit recommendations must be conducted every 6 months and should include a sample of completed recommendations from prior years to ensure that agreed upon actions steps were implemented and new controls and procedures continue to be followed.

5.0 Security Assessment for the Department of Highway Safety and Motor Vehicles

Under a Memorandum of Understanding between the Authority and the Department of Highway Safety and Motor Vehicles (DHSMV), attached as Exhibit A, the DHSMV provides electronic access to driver license and motor vehicle data requested by the Authority. A condition of the memorandum requires the Authority to perform a security assessment and attest to DHSMV that the Authority's internal controls over the data provided by DHSMV has been evaluated and is adequate to protect the data from unauthorized access distribution, use, modification, or disclosure.

The Internal Auditor shall perform the security assessment and provide the attestation in accordance with the American Institute of Certified Public Accountants "Statements on Standards for Attestation Engagement".

6.0 Task Orders

The Authority will authorize individual task orders for each audit identified in the approved plan. The Internal Auditor shall determine the appropriate and sufficient resources to achieve the required objectives based on an evaluation of the nature and complexity of each task order, time constraints, and available resources. Planning shall consist of researching the area or activity to be examined and identifying areas of intended audit focus.

The Internal Auditor shall develop a planning memorandum for each authorized audit. The memorandum shall specify the scope of services, the audit schedule and resource requirements, the reporting structure, the frequency and format of communications, the standards that will be applicable, the nature and format of deliverables, and a "Price Not to Exceed" fee amount.

Audits performed under task orders shall be planned by the Internal Auditor in such a way as to coordinate closely with Authority staff to avoid unnecessary disruption of normal activities and eliminate duplication of work.

At the conclusion of each task order, the Internal Auditor shall prepare a draft audit report for review and comment by appropriate Authority management personnel. A written management response for each audit recommendation, an estimated date of completion, and the designated staff person responsible for implementation shall be included in the report. The final report shall be presented to the Audit Committee for review and acceptance. After Audit Committee acceptance, the report shall be presented to the Authority's Board for review and acceptance.

Copies of working papers associated with a task order shall be provided to the Authority upon request.

7.0 Authority Responsibilities

The Authority will perform the following tasks and provide the Internal Auditor with the following information:

1. Maintain overall responsibility for management decisions concerning assignments;
2. Provide timely access to appropriate personnel for interviewing and review;
3. Provide ongoing direction regarding scope and objectives; and
4. Provide timely review of the Internal Auditor's work product and deliverables.

8.0 Additional Services

Additional services may be assigned to the Internal Auditor in accordance with the Contract and this Scope of Services. No work shall be performed under additional services without prior written authorization from the Authority to the Internal Auditor to perform the work.

End of Scope of Services

Exhibit A

Julie L. Jones
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov

A SAFER
FLORIDA
HIGHWAY SAFETY AND MOTOR VEHICLES

Rick Scott
Governor

Pam Bondi
Attorney General

Jeff Atwater
Chief Financial Officer

Adam Putnam
Commissioner of Agriculture

December 20, 2012

Orlando-Orange County Expressway Authority
ATTN: Max Crumit
4974 ORL Tower Road
Orlando, FL 32807

OOCEA '12DEC26 AM11:57

RE: Contract No. HSMV-0436-13
Data Exchange MOU

Dear Max Crumit:

The enclosed agreement has been approved by the Florida Department of Highway Safety and Motor Vehicles. Warren Whittaker will serve as the Department's contact. You may reach Warren Whittaker at (850) 617-2661 or via email at WarrenWhittaker@flhsmv.gov.

Sincerely,

Jenny Marshall

Jenny Marshall
Contract Administrator
Bureau of Purchasing and Contracts
(850) 617-3203

Enclosure(s)

cc: Warren Whittaker

FLORIDA

MEMORANDUM OF UNDERSTANDING
DRIVERS LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE

Contract Number HSMV-0136-13

This Memorandum of Understanding (MOU) is made and entered into by and between Orlando-Orange County Expressway Authority hereinafter referred to as the Requesting Party and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

I. Purpose of the Data Exchange

OCEA '12DEC26 AM11:57

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to driver license and motor vehicle data to the Requesting Party as follows:

Type of Data Requested	Statutory Fees (subject to change by the Legislature)
☐ DL/DMV transaction data	☑ No Charge
☐ Driver license status	☐ $0.50/record, per s. 320.05
☐ Motor vehicle status	☐ $0.50/record, per s. 320.05, F.S.
☐ Driver license transcript (3-year)	☐ $8.00/record, per s. 322.20, F.S.
☐ Driver license transcript (7-year or complete)	☐ $10.00/record, per s. 322.20, F.S.
☐ Cost recovery fee for TML, Inc.*	☐ $0.02/record (rounded to nearest $0.01 daily prior to electronic funds transfer. TML will determine fee on an annual basis)
☑ Motor vehicle list	☐ $0.01/record, per s. 320.05, F.S.
☐ Driver license list	☐ $0.01/record, per s. 322.20, F.S.
☐ Driver record search	☐ $0.01/record or $2.00/record if no record is found, per s. 322.20, F.S.
☐ Motor vehicle record	☐ $0.50/record, per s. 320.05, F.S.
☐ Residency verification	☐ $0.01/record, per s. 322.20, F.S.
☐ DAVID (criminal justice use only)	N/A
☑ DAVE (government agencies only) ☐ with Photos/Signatures	N/A
☐ Motor Vehicle Insurance Data Exchange/Verification	N/A

* TML Information Services, Inc. owns and operates the computer hardware and software that allows remote interactive access to the databases of the Providing Agency for the Requesting Party. For each single transaction received by the system, one type driver license history will be returned.

☐ The Requesting Party is not requesting personal information and/or is not qualified to obtain personal information pursuant to the Driver's Privacy Protection Act.

☑ The Requesting Party is requesting personal information and declares that it is qualified to obtain personal information under the following exception numbers, as listed in Attachment 1, authorized by the Driver Privacy Protection Act: 2. Personal information will be used as follows:

To issue Uniformed Traffic Citations and Registration Stops on toll violators as provided by State Statute 316.1001.

☐ The Requesting Party is authorized to receive a ____ 9-digit social security number ☐ a 4-digit social security number, pursuant to Chapter 119, F.S., or other applicable laws.

☐ The Requesting Party is authorized to receive insurance data on a per record basis for the purposes, pursuant to section 713.78(4)(b), F.S., or other applicable laws. The Requesting Party may only re-release this information to parties authorized to receive it under section 713.78(4)(b), F.S.

Received by (Initial/Date) thc 12/17/12

II. Definitions

A. "Driver's Privacy Protection Act" (DPPA) – 18 United States Code section 2721 et seq.

B. "Providing Agency" – The Department of Highway Safety and Motor Vehicles. The agency responsible for granting access to driver license and/or motor vehicle data to the Requesting Party.

C. "Requesting Party" – Any entity type that is expressly authorized by section 119.0712(2), Florida Statutes and DPPA to receive personal information and highly restricted personal information that requests information contained in a driver license, motor vehicle, or traffic crash record.

D. "Parties" – The Providing Agency and the Requesting Party.

E. "Third Party" – Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data maintained and released by the Providing Agency or Requesting Party.

F. "Government Entity" – Any federal, state, county, county officer, or city government, including any court or law enforcement agency.

G. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.

H. "Personal Information" – Information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.

I. "Vendor Number" – A unique number assigned to the Requesting Party by the Providing Agency that identifies the type of record authorized for release and it's associated fees. Misuse of a vendor number to obtain information is strictly prohibited and shall be grounds for termination in accordance with Section IX.

J. "Driver license information" – driver license and identification card data collected and maintained by the Providing Agency.

K. "Motor vehicle information" – title and registration data collected and maintained by the Providing Agency for vehicles, and mobile homes.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver licenses and motor vehicles pursuant to Chapters 319, 320, and 322, Florida Statutes; and

The driver license and motor vehicle data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119, Florida Statutes; and

The Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to sections 119.0712(2), 320.05, 321.23, and 322.20, Florida Statutes, and other applicable rules and policies; and

The Requesting Party might obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to section 119.0712(2), Florida Statutes, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing records obtained per this agreement must ensure that the end users of the records are complying with section 119.0712(2), Florida Statutes and DPPA.

The Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications required to access driver license and/or motor vehicle information in accordance with the access method being requested.

2. Allow the Requesting Party/Network Provider to electronically access driver license and/or motor vehicle data.

3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.

4. Collect all fees, pursuant to applicable Florida Statutes, rules and policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access, according to section 119.07(2)(c), Florida Statutes.

5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.

6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.

7. Not indemnify or be liable to the Requesting Party/Network Provider for any driver license or motor vehicle information, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in section 768.28, Florida Statutes.

8. Notify the Requesting Party/Network Provider thirty (30) days prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. All fees are established by Florida law. Any changes in fees shall be effective on the effective date of the corresponding law change. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section IX., subject to the payment of all fees incurred prior to termination.

9. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.

10. Provide electronic access for Network Providers to driver license and/or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM and10:00AM.

11. Provide an agency contact person for assistance with the implementation of this MOU.

B. The Requesting Party agrees to:

1. For the Requesting Party, driver license and/or motor vehicle, information may only be used for the express purposes described herein. Information obtained from the Providing Agency by the Requesting Party shall not be retained by the Requesting Party, unless obtained for a law enforcement purpose or resold to any Third Party.

2. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall not give Third Party end users the name, E-mail address, and/or telephone number of any Providing Agency employee without the express written consent of the Providing Agency. *[This does not apply to Government Entities.]*

3. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user. *[This does not apply to Government Entities.]*

4. Ensure that its employees and agents comply with Section V. Safeguarding Information procedures of this MOU.

5. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.

6. Use the information received from the Providing Agency only for the purposes authorized by this agreement.

7. Protect and maintain the confidentiality and security of driver license and/or motor vehicle information received from the Providing Agency in accordance with this MOU and applicable state and federal law.

8. To the extent allowed by law, the Requesting Party shall defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency.

9. Update user access permissions upon termination or reassignment of users within 5 working days and immediately update user access permissions upon discovery of negligent, improper, or unauthorized use or dissemination of information. Conduct quarterly quality control reviews to ensure all current users are appropriately authorized.

10. For all records containing personal information released to a Third Party, maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency. *[This does not apply to Government Entities.]*

11. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or using electronic means as follows:

    - Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.

    - Maintain an account with a banking institution as required by the Providing Agency.

    - Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.

12. Minimum Transaction Level – In order to qualify for direct connection to a port, the Network Provider must agree to submit a minimum of 5,000 transactions per month for driver transcripts or 2,500 transactions for public records access program for motor vehicle/driver license status checks. A six-month startup period will be allowed, during which time less that the minimum will be acceptable. In the event the Network Provider does not maintain the minimum transaction per month beginning with the first day of the seventh month and every month thereafter, the Network Provider's direct connection to a port will be terminated.

V. Safeguarding Information

The Parties shall access, use and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

A. Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.

B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.

C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.

D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party.

E. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party.

F. All access to the information must be monitored on an on-going basis by the Requesting Party. In addition, the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.

G. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

VI. Compliance and Control Measures

A. Internal Control Attestation - This MOU is contingent upon the Requesting Party having appropriate internal controls over personal data sold or used by the Requesting Party to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. Upon request from the Providing Agency, the Requesting Party must submit an attestation from a currently licensed Certified Public Accountant performed in accordance with American Institute of Certified Public Accountants (AICPA) "Statements on Standards for Attestation Engagement." In lieu of submitting the attestation from a currently licensed Certified Public Accountant, Requesting Party may submit an alternate certification with pre-approval from the Department. In the event the Requesting Party is a governmental entity, the attestation may be provided by the entity's internal auditor or inspector general. The attestation must indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The attestation must be received by the Providing Agency within 180 days of the written request. The Providing Agency may extend the time to submit the attestation upon written request and for good cause shown by the Requesting Agency.

B. **Misuse of Personal Information** – The Requesting Party must immediately notify the Providing Agency and the affected individual following the determination that personal information has been compromised by any unauthorized access, distribution, use, modification, or disclosure. The statement to the Providing Agency must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in section 817.5681, Florida Statutes, the document must provide a statement advising if individuals whose personal information has been compromised have been notified and, if not, when they will be notified. The statement must include the corrective actions and the date these actions are completed by the Requesting Party.

C. The Providing Agency shall receive an annual affirmation from the Requesting Party indicating compliance with the requirements of this agreement no later than 45 days after the anniversary date of this agreement.

VII. Period of Performance

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect for three years from the date of execution, as provided on the next page. Once executed, this MOU supersedes all previous agreements for these conditions of services defined in Section I.

VIII. Amendments

A. This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.

B. This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.

C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

A. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.

B. This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the Requesting Party to comply with any of the requirements of the MOU and applicable Florida Statutes, including section 119.0712(2), Florida Statutes.

C. The Contract may be terminated upon thirty (30) days notice in writing to the Contract Manager without penalty to either party. All obligations of either party under the contract will remain in force during the thirty (30) day notice period.

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party:

Orlando-Orange County Expressway Authority
Company / Agency Name

4974 ORL Tower Road
Street Address

Suite

Orlando, FL 32807
City, State Zip Code

By: _____

Max Crumit
Printed/Typed Name

Executive Director
Title

12/10/12
Date

crumitm@oocea.com
E-Mail Address

407-690-5000
Phone Number

407-690-5034
Fax Number

Technical Contact for FTP, Program Access

Paul Crawford
Printed/Typed Name

crawfordp@oocea.com
E-Mail Address

407-690-5112
Phone Number

Point of contact for Web Application Access

Paul Crawford
Printed/typed Name

crawfordp@oocea.com
E-Mail Address

407-690-5112
Phone Number

Providing Agency:
Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399

By: _____

Jonathan Kosberg
Printed/Typed Name

Chief of Purchasing & Contracts
Title

12/20/12
Date

ATTACHMENT 1

DRIVER PRIVACY PROTECTION ACT EXCEPTIONS

1. For use in connection with matters of motor vehicle or driver safety theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers, to carry out the purposes of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act, the Clean Air Act, and chapters 301, 305, and 321-331 of title 49 U.S.C.

2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out its functions.

3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
   (a) To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
   (b) If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any court or agency or before any self-regulatory body for:
   (a) Service of process by any certified process server, special process server, or other person authorized to serve process in this state.
   (b) Investigation in anticipation of litigation; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
   (c) Investigation by any person in connection with any filed proceeding; however, the information may not be used for mass commercial solicitation of clients for litigation against motor vehicle dealers.
   (d) Execution or enforcement of judgments and orders.
   (e) Compliance with an order of any court.

6. For use in research activities and for use in producing statistical reports, so long as the personal information is not published, re-disclosed, or used to contact individuals.

7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, anti-fraud activities, rating, or underwriting.

8. For use in providing notice to the owners of towed or impounded vehicles.

9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this paragraph

10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under 49 U.S.C. ss. 31301 et seq.

11. For use in connection with the operation of private toll transportation facilities.

12. For bulk distribution of surveys, marketing, or solicitations when the department has obtained the express consent of the person to who such personal information pertains.

13. For any use if the requesting person demonstrates that he or she has obtained the written consent of the person who is the subject of the motor vehicle record.

14. For any other use specifically authorized by state law, if such use is related to the operation of a motor vehicle or public safety.

15. For any other use if the person to whom the information pertains has given express consent on a form prescribed by the department. Such consent shall remain in effect until it is revoked by the person on a form prescribed by the department.

CRASH REPORT EXCEPTIONS

1 I am a party involved in the crash.
2 I am a legal representative to a party involved in the crash or an immediate relative.
3 I am a licensed insurance agent to a party involved in the crash, their insurer or insurers to which they applied for insurance coverage.
4 I am a person under contract to provide claims or underwriting information to a qualifying insurance company.
5 I am a prosecuting attorney.
6 I represent a radio or television station licensed by the FCC or newspaper qualified to publish legal notices or a free newspaper of general circulation, which qualifies under statute.
7 I represent a local, state, or federal agency that is authorized by law to have access to these reports.
8 I represent a Victim Service Program, as defined in Section 316.003(85), Florida Statutes.

METHOD OF COMPENSATION
INTERNAL AUDITOR SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Auditor 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 Auditor will be paid at the hourly rates shown in the Price Proposal for all work completed and accepted by the Authority.

3.0 METHOD OF COMPENSATION

3.1 The Auditor shall have a documented invoice procedure. Payment will be made to the Auditor not more than once monthly. The Auditor shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority. The invoice shall include a breakdown of the work performed by the Auditor to verify the amount being requested for payment.

3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Auditor 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 auditors or Authority staff.

3.3 Auditor shall receive and accept the compensation and payment provided in its Price Proposal and the Contract as full payment for all labor, materials, expenses, supplies and incidentals required to be provided by the Auditor in the Scope of Services.

3.4 The Auditor shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.

3.5 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or it's designated representative. Any and all such payments previously withheld shall be released and paid to Auditor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Auditor, 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 Auditor.

5.0 PROJECT CLOSEOUT

Final Audit: The Auditor shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Auditor and any or all subcontractors to support the compensation paid the Auditor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Auditor 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 Auditor agrees that such amounts are due to the Authority upon demand. Final payment to the Auditor shall be adjusted for audit results.

END OF SECTION

April 05, 2013

Mr. Claude Miller
Director of Procurement
Orlando-Orange County Expressway Authority
4974 ORL Tower Rd
Orlando, Florida 32807

Dear Mr. Miller,

Thank you for this opportunity for Protiviti Inc, a Delaware Corporation, to submit this proposal to provide the Orlando-Orange County Expressway Authority ("OOCEA") with Internal Audit Services in response to the Request for Proposal for Contract No. 000931 ("RFP"). We are excited about the opportunity to continue to partner with you on this important initiative, and we believe that we offer a unique combination of skills, local resources, and prior OOCEA experience that will continue to make our work with you a success.

We have reviewed your RFP and have prepared this proposal to provide the information requested. As such, we have provided a vision for this work that is based on our experience delivering internal audit services to you and our expertise delivering similar services to a wide variety of other organizations, governments, and other transportation and toll road authorities. We trust you will find this to be an informative and responsive proposal.

Beyond the qualifications and vision outlined in the proposal, we believe there are other reasons why Protiviti is strongly suited to provide the services requested. We have an understanding of and appreciation for your company's business, history, and culture, and have worked successfully with you over the last four and a half years. Additionally, the majority of Protiviti personnel who will serve you under this RFP live in the Orlando area. We understand the importance of the Orlando-Orange County Expressway Authority's ability to be responsive, professional and effective, especially when dealing with Florida citizens who use the roads. We have an understanding and appreciation for the history that has lead to this request for internal audit services, and we have a vested interest in the Authority's ability to fulfill its important goals of maintaining an independent internal audit function to help improve the efficiency and effectiveness of operations and to monitor the organization's controls to deter fraud, waste, and abuse.

Protiviti exists specifically to provide the types of services you have requested. Virtually all of our work is centered on internal audit and consulting services to help our clients manage risk and improve the effectiveness of operations. As described in this proposal, our internal audit approach can deliver exactly the type of assistance you have requested. We look forward to the opportunity to continue to demonstrate the impact that our internal audit and consulting expertise can provide you.

Our team is excited about this opportunity. If there is any information you need as you review our proposal, please do not hesitate to contact me at 407.849.3912 or phillip.fretwell@protiviti.com.

Very truly yours,

Phillip Z. Fretwell
Managing Director

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Executive Summary

Protiviti is a global internal audit firm composed of specialists in risk, advisory and transactions services. We help clients solve problems in finance and transactions, operations, technology, litigation, governance, risk, and compliance. Our parent company, Robert Half International Inc. (NYSE symbol: RHI) formed Protiviti in May 2002 by hiring over 700 "Big 5" professionals, including over 50 partners, with significant internal audit and risk consulting experience. Protiviti currently employs about 2,500 full-time professionals in more than 70 locations throughout the Americas, Asia-Pacific, Europe and the Middle East.

Over the past ten years, Protiviti personnel have executed thousands of internal audits, including financial, operational, compliance, information technology, and other specialist audits (fraud investigations, forensic investigations, construction audits, etc.). As a firm, we offer a full spectrum of internal audit services to assist clients with their internal audit functions, including full outsourcing, co-sourcing, technology and tool implementation, and quality assessment reviews. Today our clients include more than 35 percent of FORTUNE 1000 and Global 500 companies, numerous growing companies looking to go public, and numerous governmental and transportation entities. Internal audit is the core of our firm. Helping our clients enhance internal audit and risk management is ***what we do***.

A key differentiation between Protiviti and other vendors for this specific opportunity is our prior working relationship with the Authority, dating back to 2009. We have been fortunate to have had the opportunity to provide you with outsourced Internal Audit services these past four and a half years. During this time, we have built strong working relationships with your team, along with a keen understanding of your business processes, technologies, and your corporate culture. We greatly value this relationship and will continue to work very hard to provide you with the best services on each and every job.

During these years as your Internal Auditor, the Authority has made significant improvements in the overall level of corporate governance and is in a solid position today to monitor the organization for fraud, waste, and abuse. As Internal Auditor, we have issued more than 30 internal audit reports. Protiviti, the Authority's management team, and the Audit Committee have worked together to develop more than 115 recommendations to improve the Authority's internal control environment and to make the Authority's business processes more efficient or effective, of which approximately 95% have been implemented to date. These 115+ recommendations are exclusive of audit work performed around PCI compliance or audit work performed by other service providers or governments.

Additionally, Protiviti has assisted the Authority in its affirmation of compliance with the DHSMV the past two years, is well versed in the overall requirements of the memorandum of understanding, and has developed audit efficiencies specific to this work from knowledge of the Authority's overall Information Technology environment gained from other projects.

In addition to the above, we believe we are best positioned to continue to serve the Authority in meeting its Internal Audit needs and objectives over the next three to five years for the following reasons:

- ***Our Local People*** We recognize that people make the difference. Our people are trained, professional internal audit consultants. Our senior professionals have deep internal audit experience gained from working with world-class global companies. Our 40 Central Florida professionals hold a combined 52 certifications or licenses that are directly relevant to the practice of internal auditing and the performance of specialized reviews (10 CPAs, 4 CIAs, 3 CISSPs, 7 CISAs, 2 CRMAs, 8 ITILs, 6 PCI QSAs, 1 CBCP, 1 CISM, 6 IT security-related certifications, 1 PMP, 1 CTP and 2 CFE). In addition, 19 professionals hold a related advanced degree (MBA, Masters in Accounting or DIS, etc.).
- ***Our Internal Auditing Focus*** This is what we do. As an internal auditing firm, we understand that the practice of professional internal auditing requires specific skills, training, tools and experience. We couple this expertise with deep technical competencies in each area we audit in order to deliver outstanding results.
- ***Our Independence*** Because we do not perform external audits, we offer our clients the advantage of independence. This independence means fewer potential conflicts of interest, now and in the future. Independence to us means unbiased, objective advice delivered in the best interest of our clients.

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- ***Our Commitment*** We are committed to helping you through collaboration, quality, and integrity.
    - ***Flexibility*** We ensure our work is planned, conducted and documented in accordance with the methodologies and practices of your internal audit function.
    - ***Right Resources, Right Time*** We work with our clients to ensure continuity of our team and that we are bringing the right skill sets to each audit. If we do not have the skills locally, we will go to our wider national team. If we cannot get them within the firm, we will work with RHI, our parent company, to find the skills through their extensive network of resources.
    - ***Efficiency*** We maximize the use of information available from previous audits and from the results of overall internal audit planning. We use experienced staff that have deep knowledge of the business process being audited and knowledge of or access to Protiviti's process, industry or subject matter knowledge and expertise. This enables us to execute projects on time and within budget.
    - ***Integration*** We ensure the controls within a process, both manual and automated, are evaluated and tested in a coordinated manner.
    - ***Communication and Agreement*** We provide early and complete communication, which is essential to understanding your goals, the purpose of each assignment, and ensuring that work planned and conducted meets these goals.
    - ***No Surprises*** We ensure timely identification of challenges that could affect the nature, timing, or extent of our work. This ensures good management/internal audit discussion and coordination.
    - ***Quality*** We ensure that work is reviewed "in the field" by the assignment leader and all reports are reviewed before presentation for issuance to client management.
    - ***Value Add*** We ensure our work and results meet the needs of management and the Audit Committee. We discuss recommendations that deal with the root causes of deficiencies and exceptions found, and identify practical, business-focused solutions.
- ***Our Internal Audit Leadership*** With over 800 members of The Institute of Internal Auditors (IIA), we are one of the largest single members. In addition:
    - A member of your proposed Orlando engagement team serves on the Board of Governors of the Central Florida Chapter of The IIA.
    - Our Internal Audit practice originated in 1989, and we have invested millions of dollars in the development of our Internal Audit methodology and tools.
    - We are one of only six Principal Partners with The IIA.
    - We serve on the International Board of The IIA and chair its North America Finance Committee.
    - We served on the Advisory Committee for the COSO ERM Framework.
    - We serve on the Board of The IIA Research Foundation.
    - We were awarded The IIA's "Lawrence B. Sawyer" award two years in a row for outstanding achievement in supporting and promoting the Certified Internal Auditor Program.
    - Our KnowledgeLeaderSM web-based portal has over 3,100 subscribers representing 1,800 companies from every industry.
    - We have over 170 professionals accredited in Internal Audit Quality Assessment / Validation by The IIA, including proposed members of your engagement team.
    - Protiviti has over 250 members of the Information Systems Audit and Control Association, the leading global organization for information governance, control, security and audit professionals.

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Certification Related to Standards Promulgated by the Institute of Internal Auditors

9499 MacArthur Blvd
Bethesda, MD 20817
Phone: (301) 529-8118
Fax: (301) 767-9420

Larry Hubbard & Associates was engaged by Protiviti Inc. to conduct an independent review of methodologies and procedures for internal auditing as defined in their policies and procedures material called The Protiviti Way. The Protiviti Way is designed based on The IIA's *International Standards for the Professional Practice of Internal Auditing (Standards)*. The primary objective of the review was to understand the design of The Protiviti Way to the extent necessary to evaluate its conformity to those *Standards*.

In performing this review, I am fully independent of the Protiviti organization and have the necessary knowledge and skills to undertake this engagement. My work, conducted during January 2013, consisted primarily of reviewing *Internal Audit – The Protiviti Way* effective January 1, 2013 and interviewing selected Protiviti employees to understand the methods used to integrate The Protiviti Way and the *Standards*.

Based on my review, I believe that the methodologies and procedures outlined in The Protiviti Way, when properly applied by knowledgeable personnel, will result in internal auditing processes that comply with the *International Standards for the Professional Practice of Internal Auditing*.

The results of my review, as contained in this letter, may be used by Protiviti and distributed to third parties, including clients, until December 31, 2013.

Larry D. Hubbard, CIA, CISA, CCSA, CPA
Accredited Internal Quality Assessment Validator
February 3, 2013

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Understanding and Approach

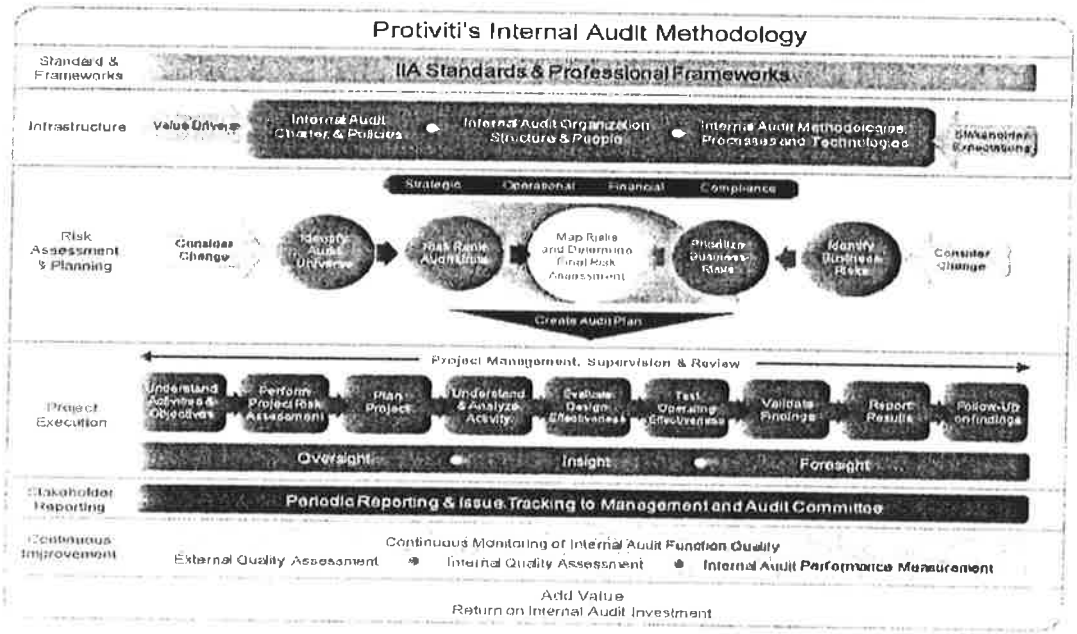
Our Suggested Approach to this Audit Engagement

During the past four and a half years we have worked with you, we have focused on internal financial controls and recommendations to improve the efficiency and effectiveness of your operations.

Considering the significant changes to the Authority that are possible during the next three to five years, we believe there is an opportunity for your Internal Auditor to focus on operational areas to best help you evaluate risks that may be related to these changes. Anticipated events to occur over the next three to five years which may impact Internal Audit coverage include:

- Possible expansion of the Authority's coverage under a RTA
- Expected consolidation of back office operations for the Florida Expressway Authorities
- The scalability of the Information Technology environment to support increased demand on the Authority's system
- Changes to the tolling system and continued shift to electronic tolling
- The design and build of the Wekiva Parkway

To meet your project objectives detailed in your RFP, we will deliver Internal Audit services to you using our field tested methodology that has been derived from our experiences on thousands of internal audits. Our Internal Audit methodology is consistent with the International Standards for the Professional Practice of Internal Auditing and is linked to a number of supporting knowledge tools and databases.



The IIA Standards and Professional Frameworks

We follow The *IIA Standards* and The IIA Code of Ethics. We utilize a variety of internationally recognized professional frameworks in our internal audit work, the primary ones being COSO and COBIT in the United States.

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Infrastructure

Value Drivers & Stakeholder Expectations We strive to understand stakeholder expectations and their value drivers so that Internal Audit is focused on a value-added plan that is responsive to the needs of the organization.

Internal Audit Charter & Policies Our Internal Audit engagements start with an Internal Audit Charter that articulates the function's mandate, authority, organization, responsibility and code of ethics. We build policies and procedures to guide overall internal audit activity. We also have our own Protiviti Internal Audit Policy, The Protiviti Way, which guides how we execute Internal Audit engagements. It is in alignment with The *IIA Standards* and outlines our client service and delivery protocols. Our Quality and Risk Management policies outline how we manage our risk as a firm and require that certain protocols be followed.

Internal Audit Organization Structure & People The appropriate structure needs to be determined for each Internal Audit function. We work with organizations to set up a structure that meets their needs and to identify resources with the necessary skills to perform the work. This includes involving specialists with industry, process, regulatory and technology knowledge.

Internal Audit Processes (Planning, Execution & Reporting) Our Internal Audit Methodology provides a common framework for our people to perform internal audit work. We determine up front what type of reporting and project administration is necessary for each engagement. Our Protiviti Way policy outlines required tasks on our projects in order to comply with The *IIA Standards*, realize efficiencies, create high-quality work, add value and facilitate consistent practices.

Internal Audit Methodologies & Technologies In addition to Protiviti's Internal Audit Methodology, we use the following Protiviti Frameworks to execute our internal audit work: Protiviti Risk Model ℠, Technology Risk Model, Process Classification Scheme, Six Elements of Infrastructure and Capability Maturity Model. We utilize the following technologies and tools to perform internal audits:

- Data Analysis - ACL™, Excel®, Protiviti's Spend Risk Assessor℠
- Process Mapping – Visio®
- Knowledge Sharing – Protiviti's KnowledgeLeader℠, iShare, Discoveri™
- Benchmarking Data

Risk Assessment & Planning

Utilize Knowledge of Industry & Business We utilize our understanding of the organization's industry, business and environment, taking into account both internal and external factors in order to develop an audit plan that is responsive to the needs of the organization. We integrate technology and other risk and process specialists into our risk assessment process as appropriate.

Understand Business Goals & Objectives We work with management to gain an understanding of the unique goals and objectives of the organization in order to align the annual internal audit plan to support those goals and objectives.

Understand Entity-Level Control Environment We gain an understanding of the overall "tone at the top" for the organization and its entity-level control environment around the COSO framework's five components (control environment, risk assessment, control activities, information and communication, and monitoring). This enables us to assess whether entity-level processes should become part of the audit plan and / or entity-level control gaps should be incorporated into the work programs of audits.

Execute Company-Wide Risk Assessment After understanding the industry, business, objectives and entity-level control environment, we conduct a top-down, company-wide assessment of all types of risk affecting the organization at both the inherent and residual risk level. This includes considering past history and experience as well as known, planned and future initiatives. We consider and coordinate our efforts with any other risk management activities occurring in the organization.

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Incorporate New Initiatives & Change Management As a part of our ability to respond to change, we consider any new management initiatives and the organization's change management process. For the portions of the audit universe that generally remain steady, it can be relatively straightforward to identify, understand and evaluate risks. New initiatives, products, processes and technology are typically areas of high risk and may require additional internal audit focus. Accordingly, it is imperative that internal audit adequately identify the new and changing aspects of the organization for consideration in the audit plan.

Update Audit Universe We establish the audit universe at the beginning of our relationship with the organization. We review and amend it annually and as needed throughout the year to accurately reflect any significant changes in the organization.

Create and Update the Internal Audit Plan We use the results of our company-wide risk assessment to create the annual internal audit plan. This includes a preliminary scope of the audit, to be further defined once the project begins. The audit plan is discussed with and approved by the audit committee and senior management.

Ongoing Change Our risk-based annual internal audit plan is responsive to stakeholder needs and emerging risks / opportunities in a changing environment. Quarterly updates are performed in order to address any changes in the business and control environment that may impact the risk assessment.

Project Execution

Understand Activities & Objectives We start out scoping audits by understanding the activities of the process (inputs, outputs and systems) and identifying the audit objectives in collaboration with process owners and senior management. This includes reviewing policies and organizational structure.

Perform Project Risk Assessment We leverage information gathered in the company-wide risk assessment to perform a risk assessment at the project level by understanding the business strategy, objectives and key processes of the area under review and identifying what risks may stand in the way of achieving those business strategies and objectives.

Plan Project Our planning and scoping memo contains pertinent information and decisions regarding the project and is approved before fieldwork commences. It delineates "what is in" and "what is out." It narrows the audit focus to specific areas of significance (processes, transactions, locations, activities or systems) for the project objectives.

Understand & Analyze Activity If they are not already documented, we gain an understanding of the activities being audited. This documentation is created in the form of flowcharts or memoranda, and we confirm its completeness and accuracy with process owners.

Evaluate Design Effectiveness We evaluate the design effectiveness of the collection of controls for each risk before proceeding to testing of controls. In many cases, multiple controls are required to mitigate a risk; in some cases, one control may adequately mitigate multiple risks.

Test Operating Effectiveness Our work program is further built out when we develop the detailed test plan. We use standard sample sizes to test the operating effectiveness of controls and expand testing on daily controls when the error rate is non-negligible. Testing techniques may include inquiry, observation, inspection and reperformance.

Validate Findings We confirm all preliminary audit findings with personnel directly involved in the controls or transactions that gave rise to the preliminary issues in order to obtain agreement on the facts and to determine whether all pertinent factors have been considered.

Report Results We communicate factual findings of the design and operational effectiveness of internal controls and provide recommendations for process improvement. Working with management, we develop action plans and agree on owners and implementation dates.

Follow-up on Findings While ownership of implementation belongs to management, we perform follow-up with management on a timely basis to confirm that agreed-upon action plans have been implemented.

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Stakeholder Reporting

Periodic Reporting and Issue Tracking to Management and the Audit Committee We report periodically to the audit committee and senior management regarding the performance of internal audit relative to its plan, and report significant risk exposures and control issues, corporate governance issues and other matters. We will work with you to create a customized reporting solution.

- Our comprehensive reports are designed to allow users to understand relevant information on issues raised and related opportunities for control / process enhancement.
- Succinct executive summaries and highlights of important issues are key parts of our reporting style.
- In addition to our regular internal audit reports, we prepare management summaries for each project and periodic status reports for management and audit committee.

Continuous Improvement

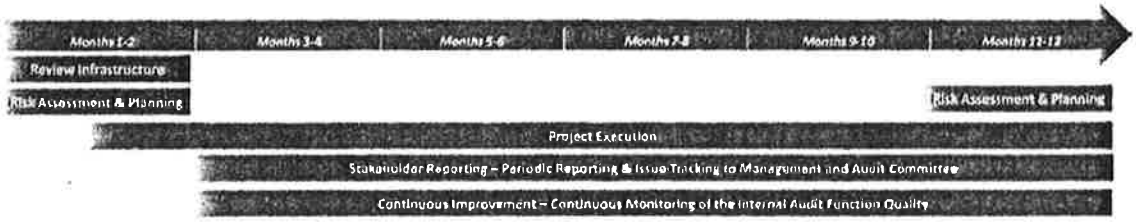
We perform the following continuous monitoring of internal audit function quality:

External Quality Assessment For the last several years, we have engaged an outside third party to review and report on the design effectiveness of The Protiviti Way as it relates to conformance with The *IIA Standards*.

Internal Quality Assessment Outside of our project management and supervision process over individual projects, we also assure quality on our audits by performing annual internal quality assessment reviews of selected Internal Audit engagements across Protiviti. These reviews test adherence to Protiviti's policies that govern the planning, conduct and reporting on all work performed.

Schedule for Performing the Key Phases of this Engagement

We propose the following tentative schedule for performing the key phases of this engagement on an annual basis, consistent with our suggested approach and Internal Audit methodology outlined above.



Procedures to Monitor the Progress of Audits and to Communicate

Monitoring the Progress of Audits

We monitor and ensure consistency in approach, execution, and progress of all internal audits by leveraging our standard approach outlined above, which drives quality and efficiency in your audit program. We train our auditors worldwide in this standard approach. It is standardized, yet flexible, to accommodate your specific needs. You benefit from this approach in the following manner:

- Aligned with the ***IIA Standards*** and COSO – standards you are familiar with.
- Standard approach drives efficiency and focus of our people and consistent results.
- Quality is improved through an accepted standard.
- Flexibility to adapt to your needs.
- Standard approach and supporting training and technology enables us to use our Subject Matter Specialists more effectively.

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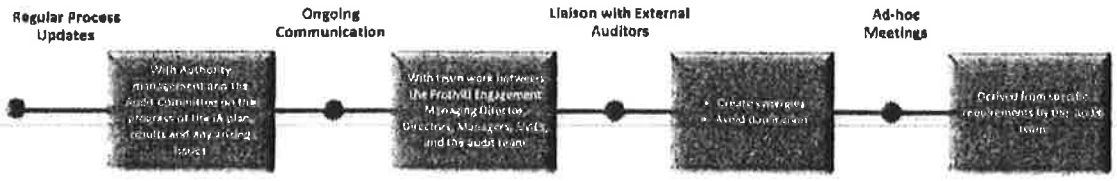
Ongoing Communication

Protiviti takes an open and ongoing approach to foster effective communication and teamwork with OOCEA management, the audit committee, and the external audit service provider.

We will adopt a roles, responsibilities and communications approach for OOCEA that will incorporate:

- Regularly scheduled progress updates between the Executive Director, Deputy Executive Director, CFO, General Counsel, and Audit Committee and, as deemed applicable, other management representatives, on the progress of the project plan and any arising issues.
- Seamless teaming with OOCEA personnel by effectively blending with your company culture and respecting the specific organizational structures and relationships with other third party contractors.
- Liaison with your external auditor to create synergies and avoid duplication.
- Ad-hoc meetings derived from specific requirements by the various project teams.
- On-going consultation to management on risk and controls trends and issues.



This multi-step process helps ensure timely and effective communication throughout the audit process.

Additionally, effective communication with OOCEA staff and third parties being impacted by audit coverage is especially important. To minimize disruptions to your people, operations, and third party contractors from internal audits, we propose the following communication protocols:

Planning Phase

- Advance communication of the nature of the audit, time frame, management assistance required, document requests, etc and advance scheduling to de-conflict the internal audit from other priorities.

Fieldwork Phase

- Opening meeting with appropriate management personnel to confirm audit objectives and timeline, high level review of work plan, documents, etc.
- Frequent status update with appropriate management to respond to aggregated questions, discuss initial findings, additional document requests, etc.
- Closing meeting with appropriate management personnel to review findings, obtain initial management responses, discuss open items and follow-ups, etc.

Reporting Phase

- Review draft internal audit report with management within three weeks of the end of fieldwork and closure of open items and incorporate management comments, action plans, etc., into the final report.
- Final report issued to company management and the audit committee.

Developing Information for Management Letters

Details specific to this are provided in our suggested approach to this audit engagement under the Project Execution section above. Specifically, see sections Validate Findings and Report Results.

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Experience of Firm and Ability of Staff

Experience with Similar Engagements

We believe that Protiviti has the largest Internal Audit practice in Central Florida. Over the past three years, the Orlando office has provided risk assessment, internal audit co-sourcing and internal audit outsourcing services to over 30 companies or organizations.

As a result of the internal audit services we have provided you the past four and a half years, our work for you is the most significant engagement performed by the Orlando team that is similar to the engagement described in your Request for Proposal. In the interest of providing you with additional perspective on other similar types of projects for local, well-known companies where we deliver internal audit services, we have provided the following three references.

1. Universal Studios Orlando
   1000 Universal Studios Plaza
   Orlando, FL 32819

   Dan Neal, Vice President of Finance
   407-224-5447 (office)

   Scope of Work and Contract Dates:
   Internal Audit Services (2004 – present)

   Protiviti Directors:
   Phil Fretwell, David Taylor, Jeff Tecau

2. National Retail Properties, Inc.
   450 South Orange Avenue
   Orlando, Florida 32801

   Kevin Habicht, Executive Vice President and
   Chief Financial Officer
   407-650-1230 (office)

   Scope of Work and Contract Dates:
   Internal Audit Services (2003 - present)

   Protiviti Managing Director:
   Phil Fretwell

3. Hannover Life Re
   800 North Magnolia Avenue, Suite 1400
   Orlando, FL 32803

   Dave White, Vice President of Internal Audit
   407-649-2217 (office)

   Scope of Work and Contract Dates:
   Internal Audit Services (2012 – present)

   Protiviti Directors:
   Phil Fretwell, David Taylor, Jeff Tecau

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Key Personnel

To facilitate your review of our resumes, the following summarizes the experience and outlines the specific roles of the core team of individuals who will service your account. Additionally, relevant government experience is highlighted. An organizational chart is provided under tab D of this proposal.

Phil Fretwell
Managing Director
Orlando, FL

Phil has over 29 years of audit experience, including 5 years of governmental auditing experience, is a former Big 5 Audit Partner in Orlando, has responsibility for all of Protiviti's Florida Operations, and has served as Protiviti's Quality and Risk Management Committee Chairman. Phil is a CPA.

Jeff Tecau
Director
Orlando, FL

Jeff has over 14 years of audit experience, including more than 5 years of governmental and transportation industry experience, helps lead Protiviti's IA practice in Florida, has significant experience serving in the Director role for other internal audit clients, is on the Board of Governors of The Central Florida IIA. Jeff is a CPA, CRMA, and is IIA QAR certified.

David Taylor
IT Director
Orlando, FL

David has over 18 years of experience in Information Technology, Internal Audit, and Information Security. He leads Protiviti's Information Security practice in Florida, and will lead all IT Audit related activities. He has a number of certifications, including his CISSP and CISM.

Teresa Mallary
Manager
Orlando, FL

Teresa has 6 years of audit experience, including 5 years of governmental auditing and public accounting experience. She specializes in not-for-profit, local governmental, construction, and financial and operational controls audits. Teresa has lead past internal audits for OOCEA.

Bill Thomas
Quality Control MD
Tampa, FL

Bill has more than 20 years of internal audit, information systems audit and fraud examination services. His experience includes over 12 years in private industry and over 10 in public accounting and consulting. Bill has serviced the Hillsborough Area Regional Transit since 2010 and is a CIA, CFE, and CISA.

Michael Porier
Transportation
Subject Matter Expert
Houston, TX

Michael is a Managing Director in Protiviti's Houston Office and has serviced Harris County Toll Road Authority, one of the largest tolling agencies in the country, since 2007. Mike has a number of certifications including the CISSP, CISM, CISA, CBCP, CFSA, and PCI-QSA.

Jon Critelli
Contract Audit
Subject Matter Expert
Atlanta, GA

Jon has spent the past five years working in Protiviti's Capital Projects and Contracts practice providing contract review services, capital projects and construction controls reviews, and capital projects and construction process re-engineering engagements. Jon has managed past contract audits for OOCEA and is a CCA.

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Firm, Location, and Government Services Overview

Protiviti Central Florida Overview

Protiviti currently employs about 2,500 full-time professionals in more than 70 locations throughout the Americas, Asia-Pacific, Europe and the Middle East.

Throughout Florida, we have approximately 60 resources dedicated to internal audit and risk consulting services available to serve you. Approximately 40 of these individuals are based in Central Florida, and approximately 50% of our Central Florida team has government or transportation industry internal audit experience.

Your core team is comprised of individuals familiar with your business from our Orlando Internal Audit practice. Because we are local, our core team will allow us to effectively and efficiently serve you without any burden of travel costs. **Credentials, employee classifications and brief role descriptions for our local team that would service you are outlined in Tab D.**

Throughout our firm, we also have an extensive network of subject matter experts and trained risk and control specialists who are highly experienced in delivering internal audit engagements. Our subject matter experts are considered for every internal audit project and are embedded into our internal audit teams as determined necessary. Utilization of SMEs allows us to bring "best of breed" internal audit solutions to our clients.

Protiviti Government Industry Experience

Protiviti has a proven track record of assisting Local, State, and Federal Government entities in navigating risks prevalent to their environment. Protiviti Government Services, Inc. (PGS), a wholly owned subsidiary of Protiviti, was established to bring Protiviti's leading edge internal audit, technology and business risk solutions to the public sector.

Protiviti and PGS currently support the needs of a variety of Local, State, and Federal government entities in areas such as information security, A-123 internal controls assessments, IT service and IT asset management implementations, improper payments identification, IT audit reviews, and IA co-sourcing.

Specific PGS resources will be leveraged as needed. Presented below is a partial list of US Local, State, and Federal government agencies that have been served by Protiviti and its affiliates.

- AMTRAK
- City of Lexington
- City of Minneapolis
- City of Orlando
- Environment Protection Agency
- Federal Communications Commission
- Federal Reserve System
- Federal Trade Commission
- General Services Administration
- Harris County
- Harris County Toll Road Authority
- Hillsborough Area Regional Transit
- Hillsborough County Aviation Authority
- Homeland Security
- House of Representatives
- Housing & Urban Development
- Internal Revenue Service
- METRO
- National Aeronautics & Space Administration
- National Archives & Records Administration
- NYC Economic Development Corp.
- NYC Police Dept
- Oak Ridge National Laboratory
- Office of Management & Budget
- Office of Personnel Management
- Orange County Library System
- Organization of American States
- Orlando-Orange County Expressway Authority
- Social Security Administration
- South Florida Water Management District
- U.S. Department of Justice
- U.S. Equal Employment Opportunity Commission
- US General Services Administration
- Veterans Affairs
- Virginia Department of Transportation

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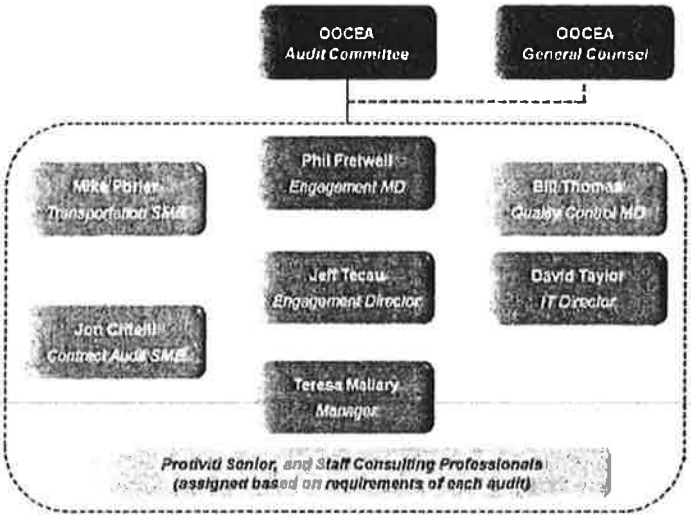
Organization and Management

Proposed Organizational Structure



Proposed Staffing Plan

We intend to provide you with a flexible solution that is best suited for your internal audit needs. We will interact and coordinate with you to ensure satisfaction, drive quality and consistency in our service, efficiently access the right resource needs for every engagement, and make the staffing process effortless for your management team.

When assigning resources, we focus on criteria that should be carefully weighed when determining the appropriate structure for this engagement. These criteria include:

- ***Skill Set*** – As depicted above, Protiviti has established a core team that brings the best combination of skills in the areas more important to you and your business. These resources work to understand your company, strategies, industry, processes, and systems to best serve you throughout the engagement. We will supplement your core team as necessary with individuals who bring the specialized skills to match subject matter expertise to the detailed requirements of you individual audit as needed.
- ***Staffing Continuity*** – We will strive to maintain continuity of personnel based on OOCEA's explicit needs and project experience over time. All but one of our proposed engagement team members has worked with you over the past four and a half years. Our commitment and track record is to respond quickly to any required engagement team changes to ensure you get the highest-quality and most cost-effective client service possible. In addition, we may utilize other subject-matter experts for project execution, depending on the nature of the work and the need for specialized skills. Our overall philosophy relating to staffing an individual engagement is to assign the resources best-suited for the most efficient and effective execution that produces the highest-quality project deliverables.

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Participation as per Role

Personnel	Certifications	Level	Expected Participation and Contribution
Core Team			
Phillip Fretwell	CPA	Engagement Managing Director	*Phil will serve as the overall engagement Managing Director and contact for the OOCEA Audit Committee.*
Jeff Tecau	CPA, IIA QAR, CRMA	Engagement Director	*Jeff will serve as the primary engagement Director and client contact for all Internal Audit related activities. Jeff will be responsible for the overall management of the annual Audit plan and the Protiviti team, including scheduling, review of all planning and final reports, and report presentation.*
David Taylor	CISSP, CISM, PCI-QSA	IT Director	*David will be responsible for leading the technology aspects of project tasks and be the key executive contact for OOCEA for technology related issues.*
Teresa Mallary	Member of IIA	Engagement Manager	*Teresa will serve as the day-to-day contact for the execution of the Internal Audit projects, and will be responsible for the day-to-day supervision of each assignment, including planning, work paper review and report writing.*
Quality Control and Subject Matter Experts			
Jon Critelli	CCA	Contract Audit SME	*Jon will provide contract audit subject matter expertise and guidance on any future audits of large procurement contracts.*
Michael Porter	CISSP, CISM, CISA, CBCP, CFSA, PCI-QSA	Transportation SME	*Mike will consult with the core engagement team to provide toll road agency subject matter expertise and will be a source for other leading practices employed by other transportation agencies throughout the United States.*
William Thomas	CISA, CIA, CFE	Quality Control Managing Director	*Bill will provide overall engagement quality assurance around IIA standards, and will be consulted on significant issues that arise, as necessary.*

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Our Dedication to Quality

Delivering quality service to our clients is a core value at Protiviti. Phil Fretwell, our Orlando office Managing Director, is a leader in our Firm's Global Quality initiative. All our professionals work extremely hard to ensure that our clients' expectations and our quality standards are met. We will ensure the Authority's expectations and our quality standards are met using key performance indicators, such as timeliness of audit reviews and quality of service provided. In an effort to consistently deliver our services, we employ the following quality control procedures:

- ***External Quality Assurance Certification*** Our methodology and procedures for internal auditing have been independently reviewed and certified by Larry Hubbard & Associates for conformance to the IIA's International Standards for the Professional Practice of Internal Auditing. Our methodology and procedures for internal auditing provide the foundation for the delivery of all of our internal audit services. We believe that this independent appraisal is unique and of particular relevance to you since it relates precisely to the type of services you have requested. A copy of Mr. Hubbard's full report is provided in the **Executive Summary** of this proposal.
- ***Subject Matter Expertise*** Subject matter specialists (such as contract auditors and for specific technologies or information security requirements) are integrated seamlessly into our service delivery to provide the deep insights you need, add value and provide benchmarks for how similar companies and organizations operate.
- ***Training*** As a professional services organization, the quality of our product and services resides in the capabilities and talents of our people. As such, we continue to make significant investments in the development of our personnel. All of our internal audit personnel attend our internally developed Internal Audit consulting milestone schools to drive consistency in our approach and service delivery. In addition, all of our personnel have access to Protiviti University, an online training resource containing thousands of specific courses spanning all industries and subject matter content.
- ***Client Satisfaction Measurement*** Our standards ensure quality service and deliverables. Client service is critical to our success and our goal is to exceed your expectations. Our client satisfaction framework is built upon Protiviti and the client working together to accomplish the following:
    - Understand needs and expectations
    - Build an understanding of needs and expectations into an action plan for serving the client
    - Monitor how we are performing against the plan
    - Measure results to continuously improve our approach for serving the client
    - Modify our processes to respond to feedback provided by the client

  Our primary means of monitoring Client Satisfaction are through frequent update meetings between senior management and the respective teams, as deemed necessary. Additionally, we routinely conduct client feedback interviews as part of our Client Value Management process, Protiviti's global process for confirming client satisfaction. This one-on-one, interview-based process is focused on certain clients and has included OOCEA in the past.

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M/WBE Participation

Policy Statements

Equal Opportunity Employment and Non-discrimination

RHI is an equal opportunity employer. Hiring, promotion, transfer, compensation, benefits, discipline, termination and all other employment decisions are made without regard to race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, veteran status or any other protected status.

Because of our support of equal employment opportunity, discrimination on account of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, veteran status or any other protected status will not be tolerated.

Minority/Women/Disabled/Veterans Owned Businesses Plan

It is the policy of this Company to help ensure that small business concerns, small women-owned business concerns and small-business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to compete for our business. This opportunity is intended to be made available not only when fulfilling contract obligations with the U.S. Government but also throughout our overall business activity. We firmly believe that such participation by these business enterprises will prove to be beneficial to the economic well being of this country and of our Company.

Protiviti's policies protect the interest of minorities and women in management and in the workplace. In the Orlando office, 50% of the members of the management team are minority or women employees. In addition, 47% of the Orlando office workforce is minority or women.

Protiviti Orlando has a past history of contracting with Minority or Women Business Enterprises in Central Florida and will continue to do so on an as-needed basis, depending on the nature of individual audit projects and level of expertise required.

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ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
INTERNAL AUDITOR SERVICES
CONTRACT NO. 000931

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.

PROTIVITI INC.
Company Name

By: [signature]

Title: MANAGING DIRECTOR

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

[✓] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

[ ] The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

[✓] The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

PROTIVITI INC.
COMPANY NAME

AUTHORIZED SIGNATURE

PHILIP Z. FRETWELL
NAME (PRINT OR TYPE)

MANAGING DIRECTOR
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

Attachment – Litigation Summary

To Protiviti's knowledge, Protiviti has not been a named party in any litigation in Florida in the past 5 years. Protiviti Inc. has been party to an Equal Employment Agency Commission action in Florida that was filed in April, 2008. The subject matter of such case is an employment related dispute with a former employee and the commission resolved the matter by issuing a right to sue letter to the employee.

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ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

PROTIVITI INC, does:

Name of Business

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

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

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

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

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

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

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

Proposer's Signature

4/5/2013

Date

Phillip Z. Fretwell

Managing Director
Orlando Office

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Service Line

- Internal Audit

Areas of Practice

- Enterprise Risk Management
- Internal Audit Outsourcing and Co-sourcing
- Sarbanes-Oxley Compliance

Industry Line

- Government, Not-For-Profit
- Real Estate
- Hospitality
- Insurance
- Consumer products

Clients Served

- Orlando-Orange County Expressway Authority
- City of Orlando
- Children's Home Society
- Marriott Vacations Worldwide
- Rotech Healthcare
- Hannover Re
- Universal Studios - Orlando

Education

- B.S. (Accounting), Florida State University
- MBA, Florida State University

Professional Memberships & Certifications

- CPA (Florida)
- Institute of Internal Auditors
- AICPA
- FICPA

Professional Experience

Phil Fretwell will serve as Managing Director in charge of this engagement and has overall responsibility for OOCEA's relationship with Protiviti. Phil is responsible for Protiviti's operations in Florida (Orlando, Tampa and Ft. Lauderdale). He has over 29 years of auditing and consulting experience, including 19 years in public accounting and 8 years as a "Big Five" audit partner. Since 1998, he has focused his practice on helping companies improve their corporate governance, internal controls and internal audit departments through outsourcing, co-sourcing and consulting.

Phil has served OOCEA for the past 4 ½ years and has been directly responsible for all audit work and presentations made to the board and audit committee.

Phil has served as the Chairman of the Board of Junior Achievement of Central Florida and the President of the University of Central Florida Accounting Advisory Board. He currently serves on the Florida State University Professional Advisory Board. He has also served on the Board of Directors of the Heart of Florida United Way as a member of the Executive Committee and the Chairman of the Finance Committee. Phil is a frequent speaker on a variety of financial topics.

Principal Areas of Practice

- Internal Auditing – Phil has served as the lead relationship executive on over 30 internal audit engagements, including full outsourcing, co-sourcing and advisory services.
- Sarbanes-Oxley compliance – Phil has served as one of the lead Sarbanes-Oxley Managing Directors in the firm, and has been involved in drafting and editing the firm's publications in this area.
- Enterprise Risk Management – Phil has led enterprise risk assessments for over 30 companies during the course of his career. He has also advised many companies on implementing enterprise risk management processes.

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Michael Porier

Managing Director
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Areas of Expertise

- IT Security and Privacy
- Business Continuity Management
- IT Process Improvement
- Internal Audit/Sarbanes-Oxley

Industry Line

- Government Serivces
- Energy
- Financial Services

Education

- B.B.A. – Management Information Systems, University of Houston

Professional Memberships & Certifications

- Member of IIA and ISACA
- Certified Information Systems Security Professional (CISSP)
- Certified Information Security Mgr (CISM)
- Certified Information Systems Auditor (CISA)
- Certified Business Continuity Prof. (CBCP)
- Certified Financial Services Auditor (CFSA)
- Qualified Security Assessor (PCI-QSA)

Professional Experience

Michael Porier is a Managing Director in Protiviti's Houston office specializing in executing and managing information technology risk consulting engagements since 1994. His expertise includes evaluating the risks and controls related to managing a company's enterprise-wide technical processes, performing detail security assessments, and implementing business continuity solutions. He has experience in various industries, but has specific expertise in the energy and government services areas.

Michael leads the IT Security, Privacy, and Business Continuity Management solution segments, overseeing related assessments and remediation projects for clients. On these topics, he has presented at numerous conferences, published various articles, and has been interviewed by industry periodicals and local newspapers.

Major Projects

- Michael works with a large toll-road agency to assist in areas such as Project Management, PCI security review and remediation, and process area consulting.
- For multiple county government entities, Michael leads project management efforts to assist in identifying and sourcing project risk, facilitating remediation meetings, and working with appropriate vendors to discuss and implement solutions.
- Michael has performed detailed technology security audits for a large energy company evaluating controls related to various aspects of the organization's technical infrastructure. Control evaluation consisted of internal and external IT vulnerability assessment, privacy reviews, Active Directory evaluations, and Internet application security assessments.
- Michael oversaw major business continuity projects in the Middle East for clients in energy, financial services, and manufacturing. These projects involved multi-disciplinary teams to ensure high quality technical solutions were implemented for recovering clients' critical business processes and supporting technologies. Included were the performance of a Business Impact Analysis and development of recovery plans.
- Michael led teams to perform compliance activities associated with Sarbanes-Oxley for a major energy client, involving documenting process flows, assessing existing controls, implementing process improvements, and facilitating results with executive management and external audit.
- Michael has managed and led multiple teams working in parallel to perform a global enterprise-wide business impact analysis and business continuity assessment. These efforts led to the next phase consisting of developing comprehensive business and technology recovery plans across the organization.

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William Thomas

Managing Director
Tampa Office

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Areas of Expertise

- Internal Audit Outsourcing & Co-Sourcing
- Internal Audit Quality Assurance Reviews
- Audit Committee and Governance Services
- Project Management
- Regulatory Compliance
- Facilitation and self-assessment focused on strategy, risk, control and process evaluations
- Sarbanes-Oxley Advisory Services
- IT Audit

Industry Expertise

- Government Services
- NFP
- Healthcare & Life Sciences
- Financial Services

Education

- B.S. – Business, Minor in Political Science, Virginia Tech

Professional Memberships & Certifications

- Member of IIA, ACFE and ISACA
- Certified Information Systems Auditor (CISA)
- Certified Internal Auditor (CIA)
- Certified Fraud Examiner (CFE)
- Certified Risk Management Assurance

Professional Experience

Bill leads Protiviti's Tampa Market practice. In this capacity, he oversees client engagements focused on a broad range of operational, technology and compliance risks. His primary areas of focus include corporate governance, business risk management and internal audit services.

Bill's professional experience includes more than 20 years of internal audit, information systems audit and fraud examination services. His experience includes over 12 years in private industry and 8 years in public accounting and consulting.

Bill is a frequent speaker and author of articles on matters related to corporate governance, risk management and internal auditing.

Major Projects

Bill frequently examines Client continuity plans including tests of operational effectiveness of plans, thoroughness of continuity and disaster recovery preparations and tests of operational effectiveness of plans

Bill works with the Hillsborough Area Transit Authority (HART) in a leadership capacity. Bill has planned and supervised projects examining risk management processes related to Cash Management, Human Resources, Information Systems (Operational and Technical effectiveness), Information Security, Procurement and Self Insurance coverage. He has presented results frequently to the HART Board of Directors and coordinated activities with HART executives.

Bill is the lead executive for providing ERM services for a specialty financial services company in St. Petersburg, FL. Initial work performed included an enterprise-wide risk assessment via facilitated session with the company's Executive Management team and implementation of the ISO31000 framework. Bill also supervised an engagement to provide advisory oversight of the development of the Firm's business continuity plans and tests.

Bill supervised the evaluation of Business Continuity Plans as part of Internal Audit engagements at numerous clients, covering review of documented plans, adequacy of tests, confirmation that remediation activities were implemented, and reporting of status to Executive Management and the Board.

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Jeff Tecau

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Areas of Expertise

- Internal Audit
- Quality Assurance
- Sarbanes-Oxley
- Enterprise Risk Management

Industry Expertise

- Government, Not-for-Profit
- Hospitality
- Healthcare
- Insurance and Financial Services
- Manufacturing, Distribution & Technology

Education

- Master of Science in Accounting, Wake Forest University
- Bachelor of Science in Accounting, Wake Forest University
- Certified Public Accountant (CPA)
- IIA Accreditation in Internal Quality Assessment Validation
- IIA CRMA

Professional Memberships & Certifications

- IIA
- AICPA
- Board of Governors and Past Officer, Central Florida IIA
- Board of Directors, Children's Home Society Central Florida

Professional Experience

Jeff Tecau is a Director with Protiviti in Orlando, FL and has 14 years of Audit and Consulting experience. At Protiviti, Jeff has focused on internal auditing and financial and accounting related consulting and helps lead Protiviti's Internal Audit and Financial Controls practice in the Southeast. Prior to Protiviti, Jeff spent four busy seasons in external audit with PricewaterhouseCoopers and was a Senior Analyst in the Financial Planning and Analysis group with a Fortune 500 energy company.

Jeff is a CPA in the State of Florida, a CRMA, and holds an accreditation from The IIA in Internal Quality Assessment Validation. In addition, he serves on the Board of Directors of the Central Florida Chapter of The IIA and is a frequent guest speaker on accounting careers, audit, and governance related topics at the University of Florida, Rollins College, the University of Central Florida, and to The IIA and IMA. Additionally, Jeff has been involved in numerous civic and charitable organizations including Junior Achievement, Big Brothers/Big Sisters, and Special Olympics, and he serves on the Central Florida Board of Directors for Children's Home Society. His government and not-for-profit clients have included OOCEA, CHS, and the City of Orlando.

Major Projects

Internal Audit and Risk Management

- Clients include a Central Florida toll road agency, a City, a $2B hospitality company, a $125M multi-national LED manufacturing company, a $500M healthcare company, a $100M land management company, and an $11B banking and insurance institution.
- Executed in excess of 15 annual risk assessments and developed related internal audit plans.
- Managed in excess of 120 internal audit projects with teams consisting of 1-15 individuals. Projects have covered finance and accounting, operations, compliance, and IT.
- Extensive experience presenting to Audit Committees.
- Led a quality review of a 26-person internal audit department at large financial institution and a QA review of Protiviti's Washington, DC office.
- Co-wrote two 40-hour training courses for Protiviti internal audit managers and consultants and a 40-hour Protiviti milestone training program for senior consultants.
- Facilitated 10+ Protiviti Internal Audit and Consulting training schools in the US and China and 2 Protiviti intern schools, ranked a top 50 program by Business Week Magazine.
- Extensive experience consulting on SEC disclosures and final internal control over financial reporting assessments.
- Worked with an $11B financial service institution to develop and implement ERM, including risk model development, risk prioritization, gap analysis, implementation planning, and risk dashboard reporting.
- Worked with a $700M multi-national insurance company to implement consistent ERM processes across 6 subsidiaries in the Caribbean, England, and the U.S through consistent risk modeling, education, facilitated sessions, and risk aggregation.

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David J. Taylor

Director
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Service Line

- IT Audit
- IT Consulting

Areas of Practice

- IT Audit
- Information Security
- PCI Compliance

Industry Line

- Government
- Financial Services
- Insurance
- Healthcare

Clients Served

- Orlando-Orange County Expressway Authority
- City of Orlando
- Orange County Library System
- Hillsborough Area Regional Transit (HART)
- Marriott Vacations Worldwide

Education

- Bachelor of Science in Computer Science
- Certified Information Systems Security Professional (CISSP)
- PCI Qualified Security Assessor (QSA)

Professional Memberships & Certifications

- ISACA
- InfraGard

Professional Experience

David is a Director based in Protiviti's Orlando office. He has more than 20 years of experience in information security and IT Audit. He is a former federal agent and Computer Crime Investigator (CCI) for NASA's Inspector General and for the United States Air Force Office of Special Investigations (AFOSI). As a CCI, David investigated computer intrusions and other violations of law relating to computer and communications systems.

Principal Areas of Practice

At Protiviti, David leads the Orlando IT Audit and IT Consulting practices as well as the Southeast Region Information Security practice. David has assessed Information Technology related controls, reviewed security programs and responded to security incidents at companies throughout the United States, including several financial institutions, technology manufacturers and hospitality organizations, among others. He has spoken on information security topics for a variety of audiences and organizations including the MIS Training Institute, ISACA, Legal Tech, Florida Institute of Certified Public Accountants, the Institute of Management Accountants and InfraGard, among others. David is a Certified Information Systems Security Professional (CISSP) and Certified Information Security Manager (CISM). He is also a contributing author to Defend I.T. published by Addison-Wesley.

Major Projects

- **Toll Road Agency:** David has led the IT Audit effort for an Orlando based toll road agency for the past 4 years. His team has performed audits in the areas of information security, change management, applications controls, etc.
- **Insurance Company:** David leads a team of professionals who perform all IT related audits and Sarbanes-Oxley testing for a specialty health and life insurance holding company. His team utilizes best practice methodologies in order to assess the client IT related risks and controls.
- **Consumer Care Services Company:** David led the project to perform a network vulnerability assessment of all business critical servers at a consumer care services company. Based upon real-world events, the client wanted to identify vulnerabilities associated with their computer network. In addition to completing the assessment, David's team utilized a modified version of the Carnegie-Mellon Capability Maturity Model to rate the maturity of the client's IT security program.
- **Hospital System:** David leads the IT Audit function for a South-Florida based hospital system that has co-sourced the function to Protiviti. David's team is responsible for performing all IT related audits.
- **University:** David led an incident response project for a large state university. The university had a security breach of a business critical server. David's team performed an investigation, alongside law enforcement, to determine the extent of the breach and the source of the attack.

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Jon Critelli

Senior Manager
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Areas of Expertise

- Capital Projects & Contracts
- Internal Audit
- Model Audit Rule
- Sarbanes Oxley

Industry Expertise

- Government
- Industrial Products & Technology
- Insurance & Financial Services
- Hospitality and Entertainment
- Healthcare

Education

- B.S.B.A. – Finance – University of Central Florida

Professional Memberships & Certifications

- Certified Construction Auditor (CCA)
- Member, Institute of Internal Auditors

Professional Experience

Jon is a Senior Manager with Protiviti's Capital Projects & Contracts practice in Atlanta, GA. Jon has spent the past four years working in Protiviti's Capital Projects and Contracts practice providing contract review services, capital projects and construction controls reviews, and capital projects and construction process re-engineering engagements.

Prior to joining the Protiviti team, Jon worked for one of the nation's largest government and defense contractors where he was part of the Financial Leadership Development Program and specialized in contract and project management, cost control and schedule integration, as well as financial systems support.

Major Projects

- Jon recently provided subject matter expertise support for a process and controls review for a government agency responsible for the operation of major toll roads in the Central Florida region. The review included an analysis and process improvement recommendations related to procurement and bidding, contracting, project and cost management, change order management, and project closeout.
- Jon is currently a lead senior manager on a project controls implementation project for a large fertilizer manufacturer in Chicago, IL. Jon is responsible for the design and implementation of project control processes related to project reporting and forecasting, working capital management, project and risk management, and internal audit. Jon is responsible for the oversight of another manager and consultant for the execution of the work.
- Jon served as the Senior Manager for a construction contract review for a large hospital system in Sarasota, FL. The audit included the review of contract terms and conditions, general contractor reporting, and contractor payment applications. More specifically, the project includes the review of $6.4M of project costs. As a result of the review, key recommendations were provided around the management of the owner's direct purchase program, the timely update of general contractor reports, and the calculation of the general contractor's fee and overhead.
- Jon assisted in a cost recovery project for a large reinsurance company based in Orlando, FL. Jon's role included the extensive use of Excel and ACL to perform data analytics related to claims and premiums payments to ensure compliance with reinsurance treaties.
- Jon acted as the subject matter expert for a construction contract review for a hospital system in Atlanta, GA. The review resulted in several process improvement and best practice recommendations for consideration on future projects.
- Jon was the lead manager for a capital projects process enhancement project for a large carbon fiber producer in Salt Lake City, UT. Jon was responsible for assessing process and controls for key capital project management processes including capital expenditures, contractor and subcontractor management, change management, project reporting and forecasting, and monthly payment application review and approval.
- Jon was the lead senior consultant for a construction contract review for a telecommunications company based in Tampa, FL. In addition to identifying approximately $150K of potential cost recoveries at project completion, considerations were provided to company management to improve internal capital project processes.

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Teresa Mallary

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Areas of Expertise

- Internal Audit
- Financial Audit

Industry Line

- Government
- Not-for-Profit
- Construction
- Manufacturing
- Entertainment

Education

- Bachelor of Science in Accounting, Florida A&M University

Professional Memberships & Certifications

- Institute of Internal Auditors
- American Society of Women Accountants

Professional Experience

Teresa is a Senior Consultant with Protiviti in the Orlando offices and is expected to be positioned as a Manager effective July 1, 2013. She has over 6 years of experience in public accounting, and internal audit and consulting. At Protiviti, Teresa is responsible for executing internal audit engagements. She specializes in not-for-profit, local governmental, construction, manufacturing, and SOX audits.

Major Projects

- Executed and supervised financial audits for Not-for-Profits, Governmental, SEC, and Global companies, which required a working knowledge of GASB, GAAP and IFRS. Performed substantive audit procedures for the following accounts: Cash, Revenue, Debt, Accounts Receivable, Accounts Payable, Human Resource Expenses, Investment Accounts and Fixed Assets/Capital Expenditures.
- Executed and supervised OMB A-133 and statutory compliance audits for Not-for-Profits and Governmental clients in Florida, Texas, Arkansas, and Maryland.
- Executed and supervised Sarbanes Oxley 404 projects. Performed tasks such as entity-level risk assessments, control rationalization, walkthroughs, documentation development, controls testing, and deficiency evaluation.
- Executed and supervised process and controls reviews and business operations reviews for a government transportation agency. The reviews included analysis and process improvement recommendations related to procurement and bidding, contracting, project and cost management, change order management, project closeout and toll revenue.
- Created business process narratives and procedural manuals within Oracle database for key accounting processes in the manufacturing industry.
- Executed procedures to evaluate control design, identify control design gaps, and provide recommendations to enhance business operational activities for a large entertainment company.

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ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PRICE PROPOSAL
INTERNAL AUDITOR SERVICES - CONTRACT NO. 000931

ITEM NO.	QUANT.	UNIT	CLASSIFICATION	HOURLY RATE	TOTAL COST
1	300	MANHOURS	MANAGING DIRECTOR	$ 190	$ 57,000
2	710	MANHOURS	DIRECTOR	$ 190	$ 134,900
3	400	MANHOURS	SENIOR MANAGER	$ 190	$ 76,000
4	540	MANHOURS	MANAGER	$ 190	$ 102,600
5	2,600	MANHOURS	SENIOR CONSULTANT	$ 120	$ 312,000
6	400	MANHOURS	CONSULTANT	$ 120	$ 48,000
TOTAL PROPOSAL AMOUNT					$ 730,500

PP-1

CONSENT AGENDA ITEM

#18

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: **August 25, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 120 (Parts A & B) – Approval of Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Korus Orchid Corporation ("Korus" or "Owners") for the acquisition of Parcels 120 Parts A & B (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The date of value for the property is August 6, 2014.

DESCRIPTION and BACKGROUND:

This case involves the taking of a relatively new and quite financially successful orchid nursery, improved with state-of-the-art greenhouse and orchid nourishment systems. The improvements to this parcel are more elaborate and valuable than the improvements to any Wekiva Parkway parcel handled by counsel. The owner has submitted two appraisals for this parcel in excess of $6 million each for the real estate interest alone. As will be described in more detail below, the recommended settlement would conclude successful litigation and negotiation strategies for CFX that result in a savings of over $4.7 million from the total amount of damages and compensation claimed by the owner and the owner's experts for the taking of this parcel.

Korus's property consists of approximately 14.836 acres, on which it operated an orchid nursery business since early 2001. CFX is acquiring 8.216 acres through the middle of Korus's property, leaving a 4.793 acre remainder on the east side of the expressway, and a 1.827 acre remainder on the west side. The property is improved with 214,449 square feet of commercial plant nursery / greenhouse space, two manufactured homes, and various related site improvements. The nursery improvements were essentially constructed in two phases: Phase 1 was constructed in 2002 and contains 108,331 square feet of greenhouse space, and Phase 2 was constructed in 2006 and contains 106,118 square feet of greenhouse space. The Phase 2 nursery improvements are newer and considered more technologically advanced than the Phase 1 nursery improvements. This taking acquired all of the Phase 2 greenhouses, and left the original Phase 1 greenhouses on the eastern remainder.

Korus qualified for, and the parties have resolved, business damages for this case. Pursuant to Florida Statute §73.015(2), Korus submitted a business damage claim for $5,850,000.00, and CFX filed a statutory counter-offer in the amount of $3,611,000.00. Korus accepted CFX's counter-offer, and the Court entered a Partial Final Judgment in the amount of $3,611,000.00 on March 19, 2015, thereby resolving the business damage claims, excluding attorneys fees and costs.

The remaining issues in this case concern the value of the real estate claims, including:

1. The value of the land taken (8.216 acres);
2. The value of the improvements taken (106,118 square feet of Phase 2 greenhouses, plus other minor improvements);
3. Severance damages to the remaining land, including the west 1.8-acre remainder and the east 4.973-acre remainder;
4. Severance damages to the remaining improvements, including the Phase 1 greenhouses on the east remainder and the residence on the west remainder; and
5. The cost to implement a partial cure plan.

A brief synopsis of CFX and Korus's appraisal opinions are provided below. A more detailed explanation of the basis for the valuation opinions is provided as an addendum to this memorandum. CFX's appraisal of the property was prepared by Walter Carpenter of Pinel and Carpenter, Inc. Mr. Carpenter's final valuation conclusions are summarized as follows:

Land Taken	$ 205,400
Improvements Taken	2,019,900
Damages	0
Cost to Cure	14,715
Total	**$2,240,015**

Korus retained the services of two appraisers: Rick Dreggors of Calhoun, Dreggors & Associates, Inc., and Dan DeRango of DeRango, Best & Associates. Mr. Dreggors concluded that the value of the taking is **$6,205,800.00** and Mr. DeRango concluded that the value of the taking is **$6,400,022.00.**

Mr. Dreggors' final valuation conclusions are summarized as follows:

Land Taken	$ 658,400
Improvements Taken	3,682,500
Damages	1,513,500
Cost to Cure	351,400
Total	**$6,205,800**

Mr. Dan DeRango completed a second analysis for Korus, and concluded that the value of the taking for the subject property is **$6,400,022.00.** Mr. DeRango relied on the same experts as Mr. Dreggors, and came to similar valuation conclusions. Their valuation of the improvements in the before condition ($3,682,500.00) and the cost to cure ($330,000.00) is substantially the same. Their differences involve mostly the land value and the amount of severance damages.

Mr. DeRango's final valuation conclusions are summarized as follows:

Land Taken	$ 328,700
Improvements Taken	3,682,522
Damages	2,058,800
Cost to Cure	330,000
Total	**$6,400,022**

PROPOSED SETTLEMENT:

The parties participated in court-required mediation on August 10, 2015, and entered into a Mediated Settlement Agreement pending CFX Right-of-Way Committee and Board approval. The parties have conditionally agreed to resolve the case in the amount of **$3,963,125.00.** CFX previously deposited the good faith deposit of $2,163,125.00. Therefore, this proposed settlement will require CFX to pay Korus **$1,800,000.00** above the deposit amount.

Acceptance of the proposed settlement is recommended and is in CFX's best interest. The settlement amount of $3,963,125.00 is below the midpoint of the CFX's appraised value of $2,240,015.00 and Korus's highest appraisal amount of $6,400,022 (the midpoint is $4,320,018). The potential exposure at trial is $4,160,007.00 over CFX's appraised amount. This settlement eliminates over four million dollars worth of exposure for $1,723,110.00 above our updated appraisal amount.

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*. The case was set for trial in October and we project that the costs of depositions, trial preparation, and trial, together with expert witness fees and costs, would approach $200,000.00, exclusive of any appeal, and not including the owner's costs. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case.

EXPERT AND ATTORNEY FEES:

The Mediated Settlement Agreement provides that the Court will retain jurisdiction to determine expert and attorney fees and costs in this case. Although CFX asked the property owner's attorney to disclose his expert fees and costs prior to mediation, Korus was unable to provide such information due to vacation schedules and other issues. As the mediation occurred on August 10, 2015, and the agenda deadline was August 12, 2015, there was insufficient time to gather all of the invoice amounts and negotiate these fees and costs before the agenda deadline. With a trial date scheduled for October 26, 2015 and a Pre-Trial Conference of September 21, 2015, it was necessary to place this proposed settlement on the current agenda for scheduling purposes, and placement on the August agenda was a condition of the Mediated Settlement Agreement.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the August 26, 2015 meeting. We respectfully request this Board's approval of the proposed settlement in the amount of **$3,963,125.00** in full settlement of all claims for compensation for the acquisition of Parcels 120 Part A and B, excluding attorneys fees and costs.

ATTACHMENTS:

Exhibit A - Comparison of Appraised Values
Exhibit B –Sketch of Subject Property
Exhibit C - Map Depicting Location of Property
Exhibit D - Mediated Settlement Agreement

EXHIBIT A

COMPARISON OF APPRAISAL OPINIONS:

Parcel 120	Carpenter	Dreggors	DeRango
Part Taken (land)	$205,400.00	$658,400.00	$328,700.00
Improvements Taken	$2,019,900.00	$3,682,500.00	$3,682,522.00
Costs to Cure	$14,715.00	$351,400.00	$330,000.00
Damages to Remainder	$0.00	$1,513,500.00	$2,058,800.00
Total Real Estate Claim	**$2,240,015.00**	**$6,205,800.00**	**$6,400,022.00**

CFX's appraisal of the property was prepared by Walter Carpenter of Pinel and Carpenter, Inc. Mr. Carpenter prepared his first appraisal on November 22, 2012, with a date of value of November 8, 2013. This report estimated that the amount of compensation owed for the subject property was $2,163,125.00. Mr. Carpenter prepared a second report which was updated to the date of deposit of August 6, 2014. This updated report estimated that the amount of compensation owed for the taking was **$2,240,015.00.**

Mr. Carpenter arrived at his most recent valuation by examining the value of the land, value of the improvements, severance damages, and cost to cure. Regarding land value, Mr. Carpenter determined that the highest and best use of property is for continued use consistent with the current residential and agricultural improvements. After considering comparable sales with a similar highest and best use, Mr. Carpenter determined that the land should be valued at **$25,000.00 per acre**, for a total of **$205,400.00** for the 8.216 acres of property taken.

Next, Mr. Carpenter considered the value of the improvements, consisting mainly of the Phase 1 and Phase 2 nursery improvements. Mr. Carpenter utilized both the Comparable Sales Approach and Cost Approach. In his Comparable Sales Approach, Mr. Carpenter considered nursery properties that had a value range from $4.23 to $15.28 per square foot of greenhouse area. Mr. Carpenter reconciled on a value of $15.00 per square foot of greenhouse area in the before condition, for a total "before" improvement value of $3,250,000.00 (216,720 sf x $15.00). Mr. Carpenter also considered the Cost Approach, whereby he relied on the analysis of John Speer of Speer Construction, LLC, and Fred LaDue of Fred B. LaDue & Associates, Inc. Under the Cost Approach, Mr. Carpenter determined that the improvements in the "before" condition had a value of $4,220,000.00. Mr. Carpenter ultimately reconciled on a value of $3,950,000.00 for the total value of the improvements. He then concluded that the value of the improvements within the area of taking, including 106,118 square feet of Phase 2 greenhouse space, totaled **$2,019,900.00.**

Mr. Carpenter did not find any severance damages to either the east or west remainder property or to the remaining nursery or residential improvements. This is mainly due to his opinion that the property will continue to have the same highest and best use in the before and in the after condition, and that the Phase 1 nursery can continue to operate in substantially the same manner as it did when it was first constructed in 2002, before Phase 2 was added.

Lastly, Mr. Carpenter estimated that the cost to cure the remainder property was $14,715.00. This cure cost consists mostly of the cost to reestablish a well and fencing for the

remainder.

Mr. Carpenter's final valuation conclusions are summarized as follows:

Land Taken	$ 205,400
Improvements Taken	2,019,900
Damages	0
Cost to Cure	14,715
Total	**$2,240,015**

Mr. Dreggors disagreed with Mr. Carpenter's highest and best use determination, and instead opined that the highest and best use of the land, as vacant, was for a residential subdivision. He utilized the Comparable Sales Approach which identified sales with a price per acre between $74,527.00 and $121,951.00. Mr. Dreggors reconciled on a value of **$80,000.00** per acre, for a total of **$1,183,200.00** for the 8.216 acres of property taken.

Mr. Dreggors's analysis further differed from Mr. Carpenter's appraisal by utilizing only the Cost Approach (as opposed to both the Cost Approach and Comparable Sales Approach) to determine the value of the improvements. Mr. Dreggors consulted with Dan Morris of MEI Civil, LLC; Robert Carr with Brandon Construction Company; Mike Grandey with Imperial Buildiers & Supply; Charles Cawthra, an immovable fixtures appraiser; and Rod Hollingsworth of Sun Bulb Co., to estimate the value of the improvements. Mr. Dreggors determined that the total value of the improvements in the before condition was $6,688,700.00 (compared to Mr. Carpenter's $3,950,000.00 value). This value is based in part on a $26.59 per square foot value for the Phase 1 greenhouse improvements and a $34.50 per square foot value for the Phase 2 greenhouse improvements. He then concluded that the value of the improvements within the area of taking, including 106,118 square feet of Phase 2 greenhouse space, totaled **$3,682,500.00.**

Mr. Dreggors next considered the extent to which the remainder property and improvements would be damaged as a result of the taking (severance damages). First, Mr. Dreggors concluded that the highest and best use of the property has changed, since the bifurcation of the property and reduction in size makes this property no longer feasible for a residential subdivision. He determined that the highest and best use of the west 1.8-acre remainder is for one single-family residence, and the highest and best use of the east 4.97-acre remainder is for rural residential use as vacant, and for continued greenhouse use as improved. In addition, both remainders would suffer damages due to proximity to the expressway. He concluded that the land value of the west remainder would be reduced to $34,000 per acre, and the land value for the east remainder would be reduced to $25,500.00 per acre, resulting in a total damage of **$317,300.00** to the land.

Mr. Dreggors found damages to the value of the improvements in the amount of **$1,196,200.00,** based in part on his consideration of the selling price of other nurseries similar in size to the west remainder. He also determined that bisection of the property and the loss of the most valuable portions of the greenhouse resulted in a 30% incurable functional obsolescence. In addition, he applied 15% damages to the residential and nursery improvements due to proximity to the expressway.

Lastly, Mr. Dreggors determined that, in order for the nursery improvements to have any value beyond an interim use value in the after, implementation of a cure would be necessary. This cure would require the destruction of 16,100 square feet of greenhouse space, and cost **$330,000.00** to replace and relocate the office and restroom facilities, staging and loading areas, and parking.

Mr. Dreggors' final valuation conclusions are summarized as follows:

Land Taken	$ 658,400
Improvements Taken	3,682,500
Damages	1,513,500
Cost to Cure	351,400
Total	**$6,205,800**

Mr. Dan DeRango completed a second analysis for Korus, and concluded that the value of the taking for the subject property is **$6,400,022.00.** Mr. DeRango relied on the same experts as Mr. Dreggors, and came to similar valuation conclusions. Their valuation of the improvements in the before condition ($3,682,500.00) and the cost to cure ($330,000.00) is substantially the same. Their differences involve mostly the land value and the amount of severance damages. Using the Comparable Sales Approach, Mr. DeRango considered land sales that ranged in value from $24,000.00 per acre to $72,464.00 per acre, and reconciled on a value of **$40,000.00** per acre, or **$328,700.00** for the total value of the 8.216 acres acquired.

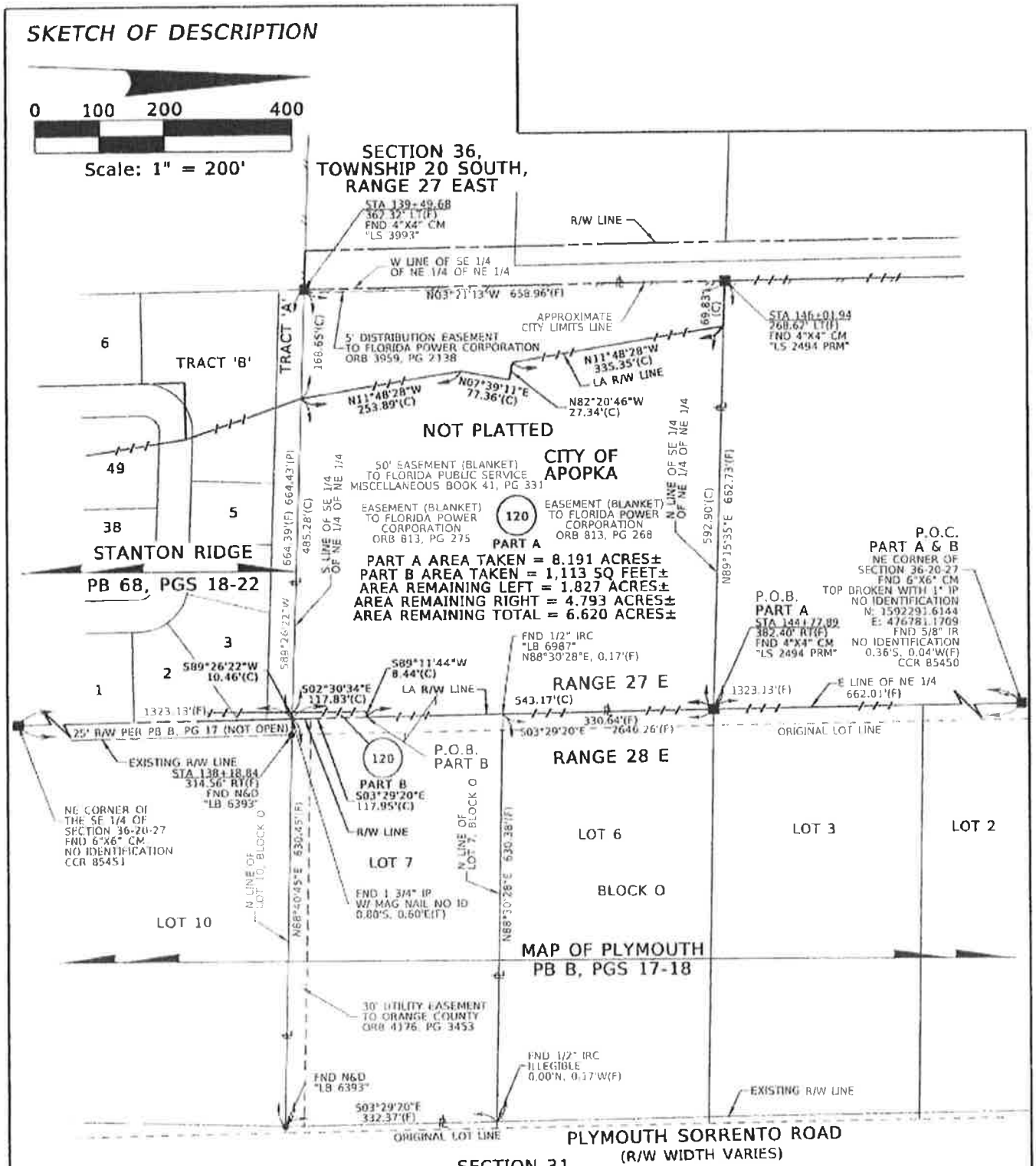
While Mr. DeRango's land valuations were lower than Mr. Dreggors', his damage calculations were higher. He concluded that the value of the improvements remaining on the site were incurably damaged by **$2,058,800.00.** The major difference in his damage calculation was based on a functional obsolescence figure of 60%, rather than 30%, based primarily on the consideration of different comparable land sales in the after-condition.

Mr. DeRango's final valuation conclusions are summarized as follows:

Land Taken	$ 328,700
Improvements Taken	3,682,522
Damages	2,058,800
Cost to Cure	330,000
Total	**$6,400,022**

EXHIBIT B

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429

OOCEA PROJECT NO. 429-202

PARCEL NO. 120

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT C

PARCEL NO.: 120
OWNER: KORUS ORCHID
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY: APOPKA

LOCATION MAP

13-060
COPYRIGHT 2013, PINEL & CARPENTER, INC.

EXHIBIT D

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida	**CASE NO: 2014-CA-004729-O**
	Subdivision 39
Petitioner,	**Parcel 120 (Parts A &B)**

vs.

KORUS ORCHID, CORPORATION, et al,

Respondents,

_____/

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on August 10th, 2015 the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent, Korus Orchid Corporation ("Respondent") the sum of Three Million Nine Hundred Sixty-Three Thousand One Hundred Twenty-Five Dollars ($3,963,125), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 120 (parts A & B), subject to apportionment.

2. Petitioner is entitled to a credit in the amount of Two Million One Hundred Sixty-Three Thousand One Hundred Twenty-Five Dollars ($2,163,125), which was previously deposited in the Registry of the Court in this case by Petitioner.

3. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this mediated settlement agreement by the CFX Board, less than 15 days.

4. Petitioner will pay Respondent the balance due of One Million Eight Hundred Thousand Dollars ($1,800,000), within thirty (30) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the aforesaid Stipulated Final Judgment from the Court.

5. The Court will retain jurisdiction to enforce the terms of this agreement and to determine expert fees and costs, as well as attorney's fees and costs.

6. This Agreement is contingent upon approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors.

7. This Agreement is intended to be brought before the ROW Committee for consideration at its meeting scheduled on August 26, 2015 and before the CFX Board on September 10, 2015.

8. Respondent's attorney, Thomas Callan, shall appear before the ROW Committee and participate in the review process for this Agreement.

9. Respondent, Korus Orchid Corporation, agrees to a continuance of the jury trial of this cause from the trial date current scheduled to commence on October 26, 2015, but not the hearing set on September 16, 2015 on Respondent's pending Motion for Attorney's Fees and Costs as to the business damage claim. Discovery and further litigation of this claim will be stayed until after the final decision of the CFX Board as to this Agreement on September 10, 2015. The parties agree to submit a joint motion to continue the trial and pre-trial deadlines in accordance with the foregoing.

10. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 120A and 120B, such as severance damages, business damages, tort damages, interest, and any other claim, with the exception of attorney's fees and costs and expert fees and costs.

11. This Agreement, dated August 10th, 2015, contain(s) all the agreements of the parties.

12. By signing below, the undersigned representative of Respondent, Korus Orchid Corporation, represents and warrants that he has full authority to settle on behalf of Respondent and that Respondent is the sole owner of Parcels 120A and 120B. No further consents, authorizations or approvals from any other shareholders, officers, directors or others are required for this Agreement to be effective and enforceable against all parties who may have or claim an interest in the subject property by, through or under Respondent.

Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority

Byung-Gu Hwang
for Korus Orchid, Corporation

James Edward Cheek III, Esq. for
Central Florida Expressway Authority

Thomas P. Callan, Esq.
for Korus Orchid, Corporation

Jack N. Gulman, Esquire,
Mediator

Excerpt from Right of Way Committee Meeting Minutes

Item 5: S.R. 429 (DAVIS D/B/A BAY HILLS EQUESTRIAN CENTER) WEKIVA PARKWAY PROJECT 429-203 - PARCEL 197

Mr. Spoonhour of Lowndes Droskick Doster Kantor & Reed explained the circumstances of this settlement for business damages. Vickie Davis is a tenant on a portion of Parcel 197, which is owned by Hills Equestrian Center. Ms. Davis is represented by Kurt Ardaman of the Fishback Dominick law firm.

Ms. Davis originally submitted a business damage claim to CFX in the amount of $616,345.78. CFX countered with an offer of $30,000, exclusive of attorney and expert fees and costs. After a series of conversations with Mr. Ardaman, he and his client have agreed to a settlement of $85,000 inclusive of attorney and expert fees/costs. This settlement is conditioned on payment by the end of September 2015.

Mr. Ardaman reserves the right to seek apportionment for Ms. Davis at the end of the valuation case, which is currently scheduled for trial in March 2016. The right to seek apportionment applies to the property owner (Project Orlando, LLC), the tenant and the three lenders with mortgages or other claims on the property.

At the time of Mr. Spoonhour's prior recommendation to the Right of Way Committee for approval of the initial offer of $30,000, he estimated legal and expert fees through trial would run up to $130,000. Currently the business damages claim is set for jury trial in April 2016. A settlement reached now will eliminate the need for this jury trial and be of significant cost savings to CFX in the long run, as well as avoiding the risk of a higher recovery at trial.

Mr. Spoonhour recommends approval of this settlement.

The committee members asked questions regarding the business damages claim and settlement, which were answered by Mr. Spoonhour.

A motion was made by Mr. Terwilliger and seconded by Mr. Raymond to recommend to the CFX Board the approval of the proposed settlement of $85,000 inclusive of attorney and expert fees/costs for business damages claim with Vickie Davis relating to Parcel 197. The motion carried unanimously with five members present and voting AYE by voice vote.

Item 6: S.R. 29 (KORUS ORCHID CORPORATION) WEKIVA PARKWAY PROJECT 429-202 – PARCEL 120

Mr. Cheek of Winderweedle, Haines Ward & Woodman sought the Committee's recommendation for Board approval of a settlement with Korus Orchid Corporation for the acquisition of Parcels 120 Parts A and B for the construction of the S.R. 429 Wekiva Parkway Project 429-202.

This case involves the taking of a relatively new and quite financially successful orchid nursery, improved with state-of-the-art greenhouse and orchid nourishment systems. The owner has submitted two appraisals for this parcel in excess of $6 million each for the real estate interest alone. The recommended settlement would conclude litigation and result in a savings of over $4.7 million from the total amount of damages and compensation claimed by the owner and the owner's experts for the taking of this parcel.

Korus's property consists of approximately 14,836 acres on which it operated an orchid nursery business since early 2001. CFX is acquiring 8.216 acres through the middle of Korus's property, leaving a 4.793 acre remainder on the east side of the expressway and a 1.827 acre remainder on the west side. Mr. Cheek showed the location of the property on a map.

Korus qualified for, and the parties have resolved, business damages for this case. Korus submitted a business damage claim for $5,850,000 and CFX filed a counteroffer in the amount of $3,611,000. Korus accepted CFX's counteroffer and the Court entered partial Final Judgment in the amount of $3,611,000 on March 19, 2015, thereby resolving the business damage claims, excluding attorneys' fees and costs.

The remaining issues in this case concern the value of the real estate claims including:

1. The value of the land taken
2. The value of the improvements taken
3. Severance damages to the remaining land, including the west 1.8 acre remainder and the east 4.973 acre remainder
4. Severance damages to the remaining improvements, including the Phase 1 greenhouses on the east remainder and the residence on the west remainder
5. Cost to implement a partial cure plan

Mr. Cheek provided a synopsis of CFX and Korus's appraisal opinions.

- CFX's appraisal of the property was prepared by Walter Carpenter of Pinel and Carpenter, Inc. at $2,240,015
- Korus retained the services of two appraisers:
    - Rick Dreggors of Calhoun, Dreggors & Associates appraised the property at $6,205,800
    - Dan DeRango of DeRango, Best & Associates appraised the property at $6,400,022

The parties participated in court-required mediation on August 10, 2015 and entered into a Mediated Settlement Agreement pending CFX Right of Way Committee and Board approval. The parties have conditionally agreed to resolve the case in the amount of $3,963,125.

The Mediated Settlement Agreement provides that the Court will retain jurisdiction to determine expert and attorney fees and costs in this case. Korus was unable to provide such information due to vacation schedules and other issues. With a trial date of October 26 and a Pre-Trial Conference of September 21, it was necessary to place this proposed settlement on the September 10 agenda for scheduling purposes and placement on the September agenda was a condition of the Mediated Settlement Agreement.

The Committee members asked questions regarding the damages, whether the residual property is usable, questions about property access, and whether a second appraisal was considered. These questions were answered by Mr. Cheek.

There was some discussion regarding the expert fees and costs which have not been submitted by Korus as of this date. There was discussion as to the remedies if the Committee and/or Board does not agree to the expert fees and costs. Korus' attorney, Mr. Thomas Callan addressed the Committee. He anticipates that the expert fees and costs will be submitted to CFX in a week or so.

Since placement on the September Board Meeting agenda is a condition of the Mediated Settlement Agreement, this matter must be considered by the Right of Way Committee today for Board approval on September 10.

Ms. Botts suggested that the Committee vote on the Mediated Settlement today subject to receipt of the expert fees and costs prior to the September 10 Board meeting. Mr. Callan consented to Ms. Bott's proposal.

A motion was made by Ms. Botts and seconded by Mr. Raymond to approve the Mediated Settlement for Parcel 197, subject to receipt of the breakdown of expert fees and costs by one week from today so that the information can be included in the September 10 Board meeting package for the Board's consideration for approval of the Mediated Settlement.

Mr. Minkoff expressed his reservations in this matter. He mentioned his dislike of the road design in this area and the fact that it split this business into parts. He also commented that he does not like the fact that we did not get a second appraisal when we were faced with a difference of appraisals. He is averse to paying twice the amount of our appraisal and thinks that sometimes a jury is better to decide a case like this.

Mr. Terwilliger commented that this is a typical lawyer settlement where you take the high and low appraisal and divide by two. He had a lengthy discussion with Mr. Cheek and he understands Mr. Cheek's reservations about trying this case in court. He doesn't think that going to trial will result in a lower settlement and on top of that, may result in additional costs on both sides. He is disappointed that in three weeks' time we could not get expert fees and costs.

Ms. Botts has had discussions with Mr. Cheek as well. She expressed concern about the design of the roadway and the fact that we have left a house right next to an expressway. She believes that the design should have been looked at more carefully in this situation.

Mr. Raymond also has spoken to Mr. Cheek. As to the damages, he doesn't know how we could have handled it differently. He recommends taking the settlement because it is financially prudent in terms of risk. It troubles him that we received an estimate from our appraiser that shows zero for damages and the other two appraisers show $1.5 million and almost $2 million.

The motion carried 4 to 1 with Mr. Raymond, Mr. Terwilliger, Ms. Botts and Mr. Blackadar voting AYE by voice vote and Mr. Minkoff voting NO by voice vote.

Mr. Minkoff requested that the draft minutes of the Right of Way Committee be sent to the Board prior to the September 10 Board meeting, for their information.

Item 7: S.R. 429 (CALHOUN) WEKIVA PARKWAY PROJECT 429-203 – PARCEL 217

Deputy General Counsel Ms. Linda Brehmer Lanosa stated that at the May 27, 2015 meeting the Right of Way Committee approved an Offer of Judgment as to Parcel 217 in the amount of $612,000, or $102,000 above the appraised value of the property. Ms. Lanosa reported that the owners, William and Dessie Calhoun, have accepted the offer. This closes out full compensation for this parcel, excluding attorney's fees and costs.

(This item was presented for information only. No action was taken by the Committee.)

Item 8: OTHER BUSINESS

Ms. Lanosa presented information regarding two parcels located on Wekiva Parkway Project 429-203 and requested authorization to serve offers of judgment on these parcels to avoid additional liability for the owners' expert fees and costs. The case is set for trial on October 26, 2015.

Parcel 209
Owners: William H. Kelly, Sr. and Dorothy B. Kelly

Parcel 209 is a total taking of 0.2626 acres of unimproved property zoned A-1 (Citrus Rural District). The property was valued at $1.40/sq. ft. or a total of $16,000 by Walter Carpenter, Jr. with a date of valuation of July 31, 2014.

Parcel 221
Owner: William H. Kelly, Sr. as Trustee

Parcel 221 is a total taking of 11.523 acres of unimproved property zoned A-1 (Citrus Rural District) along the north side of West Kelly Park Road, west of Plymouth Sorrento Road in unincorporated Orange County. Mr. Carpenter appraised Parcel 221 with a highest and best use "to hold for future development with a reasonably probable demand for future neighborhood mixed-used commercial development as the market dictates and utilities allow." Applying the comparable sales approach, Mr. Carpenter estimated the land value to be $1.40/sq. ft. or $703,000.

EXPERTS FEES AND COSTS

Korus Orchid
Real Estate Claim Experts Fees and Costs

Client:		
Korus Orchid		
Case:		
2014-CA-4729-O Parcel 120		
Initial Date:		
March 19, 2015		
Prepared Date:		
September 2, 2015		
	Total Amount Due	
1. **Robert Carr**	$11,270.00	Invoice Dated 8-7-15
(Brandon Construction Co.)		
2. **Mike Grandey**	$2,850.00	Invoice Dated 3-16-15
(IB&S)		
3. **Joshua Harris**	$16,380.00	Invoice Dated 8-8-15
(Lakemont Group)		
4. **Jim Hall**	$12,693.77	Invoice Dated 8-10-15
(VHB)		
5. **Richard Dreggors**	$63,954.00	Invoice Dated 8-7-15
(Calhoun, Dreggors, & Associates)		
6. **Dan DeRango**		
(DeRango, Best & Associates)	$25,319.00	Invoice Dated 9-1-15
Callan Law Firm	$1,865.89	
EXPERT TOTAL COSTS	**$134,332.66**	

Korus Orchid Business Damage			
Summary of Costs			
Client: Korus Orchid			
Case: 2014-CA-2729-O; Parcel 120			
Initial Date: May 21, 2015			
Date: August 27, 2015			
	Total Business (Final)		
	Amount	**Inv. #**	**Date**
Sang N. Harris	**$22,500.00**	113	
Chun K. Choi	**$5,250.00**		3/3/15
Charles Cawthra	**$16,800.00**		1/15/15
(Cawthra Consulting & Appraisals, Inc)			
Daniel Morris	**$10,221.75**	193008B-1	2/10/15
(MEI Civil, LLC)			
Lloyd Morgenstern	**$40,671.25**		1/27/15
(Morgenstern Phifer & Messina, P.A.			
Duke Parrish	**$21,050.00**	8781	9/15/14
(Parrish & Parrish)			
Rod W. Hollingsworth	**$4,100.00**	INV15-1026	2/3/15
(Sun Bulb Company, Inc)			
Paul Linder	**$2,975.00**		
(Griffin & Linder, P.A.)			
Robert Scott	**$20,812.50**		
(Juris Corporation)	$1,572.50	9667	2/3/14
	$832.50	9675	3/4/14
	$832.50	9680	3/27/14
	$832.50	9682	4/24/14
	$6,382.50	9694	7/31/14
	$1,480.00	9703	9/19/14
	$2,312.50	9705	10/16/14
	$2,035.00	9711	12/2/14
	$3,792.50	9718	2/3/15
	$740.00	9725	3/10/15
	$20,812.50	subtotal	
Experts Total:	**$144,380.50**		
Callan Law Firm Costs	$7,500.00		
TOTAL COSTS	**$151,880.50**		

Exhibit 1

Brandon Construction Company
GENERAL CONTRACTORS, INC.
CGC 022908
555 Palm Harbor Blvd, Palm Harbor, FL 34683
P: (727)-784-6378 F: (727)-789-3498

INVOICE

February 2, 2015

Thomas P Callan
Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806

RE: Korus Orchid
Hourly Billing through 02/02/15

Date	Description	Position	Hours	Rate	Total
7/1/2014	Conference Call with Attorney	Principal	0.5	$140.00	$ 70.00
7/3/2014	Site Visit / Photo	Principal	5.0	$140.00	$ 700.00
7/3/2014	Meet With Owner	Principal	1.0	$140.00	$ 140.00
7/7/2014	Review Documents	Principal	2.5	$140.00	$ 350.00
7/9/2014	Take Offs, Cost of Reproduction	Principal	3.0	$140.00	$ 420.00
7/11/2014	Sub Calls/Research	Principal	2.0	$140.00	$ 280.00
7/14/2014	Conference Call With Team	Principal	0.5	$140.00	$ 70.00
7/22/2014	Take Offs, Cost of Reproduction	Principal	3.0	$140.00	$ 420.00
7/22/2014	Take Offs, Items in Take	Principal	1.5	$140.00	$ 210.00
7/29/2014	Permits/Fees, Research	Principal	2.0	$140.00	$ 280.00
9/26/2014	Sub Calls/Research	Principal	1.5	$140.00	$ 210.00
10/14/2014	Recap Cost of Reproduction	Principal	3.0	$140.00	$ 420.00
10/16/2014	Recap Items In Take	Principal	1.5	$140.00	$ 210.00
10/20/2014	Conference Call With Team	Principal	0.5	$140.00	$ 70.00
10/21/2014	Greenhouse Cost Research	Principal	2.0	$140.00	$ 280.00
10/31/2014	Site Visit / Field Notes - Robert	Principal	6.0	$140.00	$ 840.00
10/31/2014	Site Visit / Field Notes - David	Principal	6.0	$140.00	$ 840.00
11/8/2014	Review Drafts - David Brandon	Principal	1.0	$140.00	$ 140.00
11/13/2014	Conference Call With Team	Principal	1.5	$140.00	$ 210.00
11/28/2014	Draft to Attorney	Principal	0.5	$140.00	$ 70.00
12/1/2014	Conference Call with Attorney	Principal	0.5	$140.00	$ 70.00
12/2/2014	Conference Call With Team	Principal	1.0	$140.00	$ 140.00
12/11/2014	Review Documents	Principal	1.5	$140.00	$ 210.00
12/12/2014	Conference Call With Team	Principal	1.0	$140.00	$ 140.00
12/17/2014	Review Cure Plan	Principal	1.0	$140.00	$ 140.00
12/17/2014	Take Offs, Recap Cure	Principal	2.5	$140.00	$ 350.00
12/18/2014	Conference Call with Engineer	Principal	1.0	$140.00	$ 140.00
12/18/2014	Greenhouse Cost Updates	Principal	2.5	$140.00	$ 350.00
12/18/2014	Update Estimates	Principal	2.5	$140.00	$ 350.00
12/22/2014	Conference Call With Team	Principal	0.5	$140.00	$ 70.00
1/8/2015	Conference Call With Team	Principal	1.0	$140.00	$ 140.00
1/9/2015	Revisions to Attorney	Principal	1.5	$140.00	$ 210.00
			61.0		**$ 8,540.00**

INVOICE **August 7, 2015**

Thomas P. Callan
Callan Law Firm, PA
921 Bradshaw Terrace
Orlando, FL 32806

RE: **Korus Orchid**
Hourly Billing including deposition

Date	Description	Position	Hours		Rate		Total
7/1/2014	Conference call with attorney	Principal	0.5	$	140.00	$	70.00
7/3/2014	Site visit/photo	Principal	5.0	$	140.00	$	700.00
7/3/2014	Meet with owner	Principal	1.0	$	140.00	$	140.00
7/7/2014	Review Documents	Principal	2.5	$	140.00	$	350.00
7/9/2014	Take offs, cost of reproduction	Principal	3.0	$	140.00	$	420.00
7/11/2014	Sub calls/research	Principal	2.0	$	140.00	$	280.00
7/14/2014	Conference call with team	Principal	0.5	$	140.00	$	70.00
7/22/2014	Take offs, cost of reproduction	Principal	3.0	$	140.00	$	420.00
7/22/2014	Take offs, Items in Take	Principal	1.5	$	140.00	$	210.00
7/29/2014	Permits/fees, research	Principal	2.0	$	140.00	$	280.00
9/26/2014	sub calls/research	Principal	1.5	$	140.00	$	210.00
10/14/2014	Recap cost of reproduction	Principal	3.0	$	140.00	$	420.00
10/16/2014	Recap items in take	Principal	1.5	$	140.00	$	210.00
10/20/2014	Conference call with team	Principal	0.5	$	140.00	$	70.00
10/21/2014	Greenhouse cost research	Principal	2.0	$	140.00	$	280.00
10/31/2014	Site visit/field notes - Robert	Principal	6.0	$	140.00	$	840.00
10/31/2014	Site visit/field notes - David	Principal	6.0	$	140.00	$	840.00
11/8/2014	Review drafts - David Brandon	Principal	1.0	$	140.00	$	140.00
11/13/2014	Conference call with team	Principal	1.5	$	140.00	$	210.00
11/26/2014	Draft to attorney	Principal	0.5	$	140.00	$	70.00

Date	Description	Position	Hours		Rate		Total
12/1/2014	Conference call with attorney	Principal	0.5	$	140.00	$	70.00
12/2/2014	Conference call with team	Principal	1.0	$	140.00	$	140.00
12/11/2014	Review Documents	Principal	1.5	$	140.00	$	210.00
12/12/2014	Conference call with team	Principal	1.0	$	140.00	$	140.00
12/17/2014	Review cure plan	Principal	1.0	$	140.00	$	140.00
12/17/2014	Take offs, recap cure	Principal	2.5	$	140.00	$	350.00
12/18/2014	Conference call with Engineer	Principal	1.0	$	140.00	$	140.00
12/18/2014	Greenhouse cost updates	Principal	2.5	$	140.00	$	350.00
12/18/2014	Update estimates	Principal	2.5	$	140.00	$	350.00
12/22/2014	Conference call with team	Principal	0.5	$	140.00	$	70.00
1/8/2015	Conference call with team	Principal	1.0	$	140.00	$	140.00
1/9/2015	Revisions to attorney	Principal	1.5	$	140.00	$	210.00
7/30/2015	Team meeting/Orlando	Principal	8.0	$	140.00	$	1,120.00
8/3/2015	Review Equip Appraisals	Principal	2.0	$	140.00	$	280.00
8/13/2015	Travel/Orlando	Principal	5.0	$	140.00	$	700.00
8/13/2015	Deposition	Principal	3.0	$	210.00	$	630.00
		Total	**79.0**			**$**	**11,270.00**

Exhibit 2

IMPERIAL BUILDERS & SUPPLY INC

P.O. Box 670
Apopka, FL 32704
407-889-4147
Fax 407-889-0453

"Serving the Agricultural Industry Since 1966"

www.imperialbuilders.com

March 16, 2015

Korus Orchids
Invoice for hours spent on project

6/12/14	Job site visits and estimates	5 hrs		
7/11/14	Reviews	2 hrs		
7/22/14	Job site visits and estimates	3 hrs		
8/28/14	Estimating	1 hrs		
10/14/14	Drafting estimates	2 hrs		
12/1/14	Meeting w/Callen and Dreggors	1 hrs		
1/8/15	Drafting proposal	2 hrs		
1/12/15	Re-drafting proposal/conference call	2.25 hrs		
1/16/15	Re-drafting proposal	0.75 hrs		
		19 hrs. @ $150	--	**$2,850.00**

Exhibit 3

Lakemont Group
1749 Prospect Ave, Orlando, FL 32814

INVOICE

Invoice Number 1
Period Covered –
12/1/13 to 8/7/15

August 8, 2015

To:

Thomas Callan
Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, Florida 32806
Attn: Accounts Payable

DATES	DESCRIPTION	HOURS	RATE	AMOUNT
	Client: Korus Orchid Corporation **Matter: (1750 Plymouth Sorrento Rd, Apopka FL)**			
See Attached	Meetings and calls with attorneys and clients and review of documents.	8.8	$350.00	$ 3,080.00
See Attached	Physical inspections of building and site and market area and corridor.	3.7	$350.00	$ 1,295.00
See Attached	Background research, preparation, and writing of Economic and Market Analysis of subject site and market.	34.3	$350.00	$ 12,005.00
	SUB TOTAL:			$ 16,380.00
Expenses	None			$ 0.00
	TOTAL DUE: **Note: Hour Detail Sheet Attached**			$ 16,380.00

Thank you very much for the opportunity to serve.

Joshua A. Harris, Ph. D., CAIA
Managing Partner
Lakemont Group

Payment Instruction via Check:
LAKEMONT GROUP
1749 PROSPECT AVE
ORLANDO, FL 32814

3-1

Lakemont Group
1749 Prospect Ave, Orlando, FL 32814

INVOICE

Hour Detail Sheet

Client: Korus Orchid Corporation
Matter: 1750 Plymouth Sorrento Rd, Apopka FL

Person	Date	Time	Description
JH	4/24/2014	1.4	meet with attorneys - Overview of client property, parts being taken
JH	5/1/2014	2.4	Review docs - Condeming Auth. Appraisals, descriptions on takings
JH	10/7/2014	1.6	site tour - View subject property, improvements and land
JH	10/15/2014	3.4	Background Econ Research - collect national/state/local data for report
TS	11/24/2014	2	Data collection - Sales volumes and trends of market area, regional impacts
JH	11/29/2014	2.1	market area tour - Visit and anlalyze sites/markets around SR429, SR417
JH	12/2/2014	1.5	meet with attorneys - Discuss before and after conditions, details for report
JH	12/10/2014	1.5	meet with Dreggors - Background data on SR429 and history of corridor
TS	1/8/2015	6.3	Data collection/graph creation - Create econ data charts (Section 2/3)
TS	1/9/2015	6.7	Data collection/graph creation - Create local market data charts (Section 1)
JH	1/16/2015	5.5	Report Writing - Draft language of final report
JH	1/16/2015	4.7	Report Writing - Draft language of final report
JH	1/28/2015	4.9	Report Writing - Draft language of final report
JH	2/10/2015	0.6	Call with attorneys - Discuss draft of report and potential addiotnal scope
JH	7/26/2015	1.4	Review docs - Analyze appraisals prepared for Client (Dreggors/Derango)
JH	7/26/2015	0.8	Background Econ Research - Update data on market conditions, local/state
Total		46.8	

Payment Instruction via Check:
LAKEMONT GROUP
1749 PROSPECT AVE
ORLANDO, FL 32814

Exhibit 4

Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Mr. Thomas P. Callan
Thomas P. Callan, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

Invoice No: **<Draft>**
August 10, 2015
VHB Project No: 61842.00

Invoice Total $12,693.77

Professional Planning Services for Callan Law/Korus Orchid Corp.

Professional Services Thru August 01, 2015

Professional Personnel

	Hours	Rate	Amount	
Principal 1	22.00	250.00	5,500.00	
Technical/Professional 07	32.50	125.00	4,062.50	
Technical/Professional 05	23.00	125.00	2,875.00	
Technical/Support 5	1.00	95.00	95.00	
Totals	78.50		12,532.50	
Total Labor				**12,532.50**

Reimbursable Expenses

Postage & Delivery	.51	
Printing	160.76	
Total Reimbursables	**161.27**	**161.27**

Total this Invoice **$12,693.77**

Billings to Date

	Current	Prior	Total
Labor	12,532.50	0.00	12,532.50
Expense	161.27	0.00	161.27
Totals	**12,693.77**	**0.00**	**12,693.77**

4-1

Vanasse Hangen Brustlin, Inc.

101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Invoice

Billing Period thru 08/1/15
Project No.: 61842.00
Project Title: Callan Law/Korus Orchid ED

HALL

12/09/2013	0.5 hrs.	Client meeting
12/19/2013	0.5 hrs.	Client coordination
01/17/2014	1.0 hrs.	Review draft
12/26/2013	0.5 hrs.	Client coordination
01/21/2014	1.0 hrs.	Direct report
05/01/2014	1.0 hrs.	Client meeting
05/05/2014	0.5 hrs.	Client coordination
05/09/2014	1.5 hrs.	Team meeting
07/23/2014	1.0 hrs.	Team meeting
07/25/2014	1.0 hrs.	Team meeting with bus damages
11/13/2014	2.0 hrs.	Team meeting
12/02/2014	2.0 hrs.	Team meeting
01/13/2014	2.0 hrs.	Direct revisions
01/14/2015	1.0 hrs.	Review client comments
01/15/2015	1.0 hrs.	Direct report
01/19/2015	0.5 hrs.	Team coordination; revise report
01/20/2015	3.0 hrs.	Team coordination; revise report
01/23/2015	1.0 hrs.	Client coordination
07/16/2015	1.0 hr.	Client coordination

SHANNON

11/13/2014	2.5 hrs.	Eminent domain meeting at attorney's office
11/24/2014	1.0 hrs.	Report preparation
11/26/2014	1.0 hrs.	Report preparation
12/02/2014	3.5 hrs.	Attended meeting at Callan Law to assess variable alternatives for the taking and updated all GIS maps in DPA

Vanasse Hangen Brustlin, Inc.

101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Invoice

Billing Period thru 08/1/15
Project No.: 61842.00
Project Title: Callan Law/Korus Orchid ED

12/03/2014	5.5 hrs.	DPA
07/16/15	2.5 hrs.	Reviewed updated appraisals provided by Dreggors, revisions made to reports.
07/30/15	7.0 hrs.	Revisions to Korus Orchid DPA and meeting with Dreggors, DeRango, Morris, Carr, Callan, etc.

HUGHES

01/05/2015	5.0 hrs.	Reviewed draft DPA and map exhibits; began revising maps and report
01/07/2015	1.5 hrs.	Continued work on completing DPA report
01/08/2015	6.0 hrs.	Completed report and map revisions; sent to J. Hall for review
01/14/2015	2.0 hrs.	Revised report per comments received from team appraiser
01/23/2015	1.0 hrs.	Complete additional revisions per comments received from appraiser; send to project team for review.

WANG

08/20/2013	5.0 hrs.	Assembled data and graphics for development potential analysis
08/22/2013	3.0 hrs.	Assembled data and graphics for development potential analysis
08/23/2013	1.5 hrs.	Drafted elements of development potential analysis
08/28/2013	3.5 hrs.	Assembled graphics and drafted elements of development potential analysis
11/22/2013	1.0 hrs.	Updated DPA draft
12/05/2013	1.0 hrs.	Conducted real estate analysis for development potential analysis
01/23/2014	2.0 hrs.	Revised development potential analysis

JACKOWSKI

05/29/2013	1.0 hrs.	Project set up and administration

Postage - VHB Billing Backup Report

Project Number: 61842.00

Period: 201309

Shipment Date	Quantity	Total Cost
8/15/2013 12:00 PM	1	$0.46
	Total:	$0.46

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61842.00 **Period:** 201309

Date	Location	Job Type	User	Total
8/22/2013	White Plains, NY	OSS LASER PRINTING	LWANG	$1.43
			Total	$1.43

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00 **Period: 201413**

Date	Location	Job Type	User	Total
12/3/2014	Orlando FL	B/W Laser Printing	katieshannon	$3.21
12/2/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	$26.63
12/3/2014	Orlando FL	Sm Fmt Color Printing	katieshannon	$18.12
			Total	$47.96

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00 **Period: 201406**

Date	Location	Job Type	User	Total
5/9/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	$26.63
			Total	$26.63

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00 **Period: 201505**

Date	Location	Job Type	User	Total
4/17/2015	Orlando FL	B/W Laser Printing	katieshannon	$1.16
4/17/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$4.26
			Total	**$5.42**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61842.00 **Period: 201508**

Date	Location	Job Type	User	Total
7/21/2015	Orlando FL	B/W Laser Printing	katieshannon	$0.78
7/16/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$27.69
7/21/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$35.17
7/22/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$1.07
			Total	**$64.71**

Exhibit 5

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

August 7, 2015

PREPARED FOR MEDIATION

Thomas P. Callan, Esq.
c/o Callan Law Firm, P.A.
921 Bradshaw Terrace
Orlando, FL 32806

RE: **Owner:** **Korus Orchid Corp.**
Project: **Wekiva Parkway**
Parcel No.: **120**
County: **Orange**

INVOICE

Meetings/conferences with owner's representative and experts, sales research/analysis, inspect subject property, review depreciation rates for improvements, review/verify sales, review engineering issues, review contractor's costs and cure concepts, review valuation issues, review documents from experts, review expert reports, review/write report, finalize appraisal.

Abrams:	9.00 Hrs. x $150/Hr.	=	$ 1,350	
Thomas:	123.75 Hrs. x $150/Hr.	=	18,562	
Dreggors:	92.25 Hrs. x $225/Hr.	=	20,756	
Subtotal				**$40,668**

Preparation of updated appraisal report.

Thomas:	53.25 Hrs. x $150/Hr.	=	$7,987	
Dreggors:	24.50 Hrs. x $225/Hr.	=	5,512	
Subtotal				**$13,499**

Prepare for and attend deposition.

Thomas:	21.75 Hrs. x $150/Hr.	=	$3,262	
Dreggors:	29.00 Hrs. x $225/Hr.	=	6,525	
Subtotal				**$ 9,787**
Total				**$63,954**

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa

OWNER	***KORUS ORCHID CORP.***	**COURTNEY ABRAMS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

[redacted]

01/05/15	MEETING WITH RICK TO REVIEW LAND SALES; RESEARCH/ANALYSIS OF SALES; WORKED ON WRITE-UPS/EXHIBITS; ANALYSIS OF PD DOCUMENTS.	5.50
01/06/15	ANALYSIS OF SALES; DISCUSS SALES WITH ASSOCIATE.	3.50
	TOTAL HOURS	**9.00**

OWNER	***KORUS ORCHID CORP.***	**PAUL THOMAS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

[redacted]

07/23/14	PREPARE FOR AND ATTEND TEAM MEETING WITH TOM CALLAN AND OTHER EXPERTS TO DISCUSS CASE AND INFORMATION NEEDED.	2.50
08/05/14	PROPERTY INVESTIGATION REGARDING FDOT REPORTS, ZONING, SIZE, OCPA; INSPECTION WITH DAN MORRIS.	6.75
08/06/14	LAND SALES RESEARCH IN ORANGE COUNTY.	4.50
08/07/14	CONTINUE LAND SALES RESEARCH.	5.00
09/26/14	CONTINUE LAND SALES RESEARCH.	4.50
10/20/14	CONTINUE LAND SALES ANALYSIS.	5.00
10/22/14	LAND SALES RESEARCH IN SEMINOLE COUNTY.	4.75
11/12/14	CONTINUED LAND SALES RESEARCH.	5.50
11/13/14	INSPECTION OF LAND SALES.	5.75
12/01/14	REVIEW PROPOSED CURE AND IMPACT ON PROPERTY.	2.00
12/02/14	CONTINUE LAND SALES RESEARCH.	4.00
12/19/14	CONTINUE LAND SALES RESEARCH.	4.50
12/20/14	REVIEW OF COST ESTIMATES BY ROBERT CARR; BEGIN ANALYSIS.	5.00
01/05/15	ASSIST RICK DREGGORS WITH PRELIMINARY BEFORE ANALYSIS.	5.50
01/06/15	CONTINUE TO ASSIST RICK DREGGORS WITH BEFORE ANALYSIS.	4.75
01/07/15	CONTINUE BEFORE ANALYSIS; MEETING WITH RICK TO REVIEW.	5.50
01/08/15	CONTINUE ANALYSIS; DISCUSS COST ESTIMATES WITH ROBERT CARR AND MIKE GRANDEY.	5.00
01/09/15	CONTINUE BEFORE ANALYSIS.	5.50
01/12/15	ASSIST RICK DREGGORS WITH AFTER ANALYSIS.	4.75

OWNER	***KORUS ORCHID CORP.***	**PAUL THOMAS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

01/13/15	ASSIST RICK DREGGORS WITH PREPARATION OF REPORT.	5.00
01/14/15	CONTINUE WITH PREPARATION OF REPORT.	5.25
01/19/15	ASSIST RICK DREGGORS WITH FINAL ANALYSIS.	5.50
01/20/15	ASSIST RICK DREGGORS WITH FINAL ANALYSIS AND REPORT.	4.75
01/21/15	ASSIST WITH PREPARATION OF REPORT.	5.00
01/22/15	EXHIBITS AND EDITS TO REPORT.	3.50
01/23/15	PREPARE EXHIBITS AND ASSIST WITH PREPARATION OF REPORT.	4.00
	SUBTOTAL HOURS	**123.75**

03/17/15	FILE REVIEW; MEETING WITH RICK DREGGORS.	0.50
06/08/15	REVIEW AND ANALYZE EXPRESSWAY AUTHORITY SALES.	4.50
06/09/15	CONTINUE ANALYSIS OF EXPRESSWAY AUTHORITY SALES.	4.00
06/11/15	CONTINUE REVIEW ON CARPENTER SALES.	4.50
06/12/15	FUNCTIONAL OBSOLESCENCE DAMAGE STUDY.	4.25
06/15/15	CONTINUE DAMAGE STUDY.	5.00
06/16/15	CONTINUE WORK ON DAMAGE STUDY.	4.75
06/17/15	WORK ON DAMAGE STUDY; INSPECTION OF INDUSTRIAL RENT COMPARABLES.	5.00
06/22/15	PREPARATION OF APPRAISAL REPORT.	4.75
06/23/15	PREPARATION OF APPRAISAL REPORT.	4.50
06/24/15	ASSIST RICK ON FINALIZING APPRAISAL REPORT.	4.00
06/25/15	CONTINUE TO ASSIST RICK ON FINALIZING APPRAISAL REPORT.	4.50
06/26/15	EDIT AND REVIEW REPORT.	3.00

OWNER	***KORUS ORCHID CORP.***	**PAUL THOMAS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

[redacted]

	SUBTOTAL HOURS	**53.25**
07/27/15	ASSIST RICK DREGGORS WITH UPCOMING DEPOSITION.	4.50
07/28/15	ASSIST WITH PREPARATION FOR TRIAL AND DEPOSITION.	4.75
07/29/15	ASSIST RICK DREGGORS WITH UPCOMING TRIAL AND DEPOSITION.	4.25
07/30/15	PREPARE FOR AND ATTEND TEAM MEETING TO DISCUSS UPCOMING TRIAL.	4.50
08/04/15	CONTINUE DEPOSITION PREPARATION.	3.75
	SUBTOTAL HOURS	**21.75**
	TOTAL HOURS	**198.75**

OWNER	***KORUS ORCHID CORP.***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

[redacted]

05/30/13	MEETING WITH OWNER'S REPRESENTATIVE; MEET WITH OWNERS ON SITE AND REVIEW TAKING AND IMPACTS.	2.50
05/01/14	MEETING WITH OWNER'S REPRESENTATIVE AND LAND PLANNER TO REVIEW HISTORY OF PARKWAY AND EFFECT ON THE AREA.	1.25
05/09/14	PREPARE FOR AND MEET WITH EXPERTS TO REVIEW OUR SCOPE OF WORK AND DEADLINES.	2.00
05/19/14	INSPECT SUBJECT AT THE SITE; MEETING WITH OWNER AND BUSINESS DAMAGE EXPERT.	1.75
05/22/14	CONFERENCE WITH CONTRACTOR.	0.75
05/29/14	CONFERENCE WITH OWNERS; REVIEW NEED FOR OTHER EXPERTS.	0.50
07/08/14	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW GREENHOUSE EXPERT PRELIMINARY OPINIONS.	0.50
07/10/14	REVIEW SURVEY FOR SUBJECT.	0.50
07/21/14	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEADLINES.	0.50
07/23/14	MEETING WITH OWNER'S REPRESENTATIVE AND EXPERTS; CONFERENCE WITH ASSOCIATE ON OUR SCOPE OF WORK AND COORDINATION WITH OTHER EXPERTS.	1.25
07/25/14	MEETING WITH EXPERTS; CONFERENCE CALL WITH ENGINEER TO REVIEW CURE PLANS FOR REMAINDER.	1.25
08/28/14	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW DEPRECIATION RATES FOR SUBJECT IMPROVEMENTS.	0.75
10/07/14	PREPARE FOR AND INSPECT SUBJECT WITH EXPERTS; REVIEW CURE OPINIONS AND IMPACTS OF THE TAKING.	2.25

OWNER	***KORUS ORCHID CORP.***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

[redacted]

10/13/14	PREPARE FOR AND MET WITH EXPERTS TO REVIEW POSSIBLE CURES AND HIGHEST AND BEST USE OF REMAINDER.	2.75
11/14/14	REVIEW SCOPE OF WORK FOR OUR ASSIGNMENT.	1.75
12/01/14	MEETING WITH MIKE GRANDY AT IBS, REVIEW COST AND DEPRECIATION ANALYSIS FOR THE SUBJECT IMPROVEMENTS; REVIEW WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH ENGINEERING; PREPARE FOR MEETING.	5.50
12/02/14	PREPARE FOR MEETING WITH EXPERTS AND OWNER'S; REVIEW RCN WITH OWNER; REVIEW CURE DESIGN WITH OWNER AND EXPERTS.	4.75
12/12/14	REVIEW CURE DIAGRAMS; CONFERENCE WITH OWNER'S REPRESENTATIVE; CONFERENCE WITH CONTRACTOR.	1.50
12/16/14	REVIEW CURE DIAGRAM; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
12/17/14	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING VALUATION OF LAND; CONFERENCE WITH ENGINEER AND CONTRACTOR REGARDING CURE AND COSTS; REVIEW LAND SALES.	3.25
12/22/14	REVIEW ENGINEERING ISSUES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.25
01/05/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; ASSIST WITH LAND SALES RESEARCH/ANALYSIS; REVIEW CONTRACTOR'S COSTS.	5.75
01/06/15	REVIEW COSTS DATA AND CURE CONCEPTS.	4.50
01/07/15	REVIEW VALUATION ISSUES; CONFERENCE/REVIEW DOCUMENTS FROM EXPERTS; MEETING WITH ASSOCIATE TO REVIEW; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.25
01/08/15	PREPARE FOR AND PARTICIPATE IN CONFERENCE CALL WITH EXPERTS.	1.25

OWNER	***KORUS ORCHID CORP.***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

01/12/15	REVIEW EXPERT REPORTS; CONFERENCE WITH ASSOCIATE; CONFERENCE WITH OWNER'S REPRESENTATIVE; INSPECT LAND SALES.	6.25
01/13/15	BEGIN REPORT REVIEW AND PREPARATION.	4.75
01/14/15	REVIEW/WRITE REPORT; CONFERENCE WITH EXPERTS.	3.25
01/15/15	REVIEW/WRITE REPORT; REVIEW SALES.	4.25
01/16/15	REVIEW/WRITE REPORT; REVIEW SALES DATA.	1.75
01/19/15	REVIEW/WRITE REPORT.	2.25
01/21/15	REVIEW/WRITE APPRAISAL.	5.75
01/22/15	REVIEW/WRITE APPRAISAL.	6.00
01/23/15	REVIEW APPRAISAL AND ADDENDA; FINALIZE APPRAISAL.	4.50
	SUBTOTAL HOURS	**92.25**
03/17/15	FILE REVIEW; MEETING WITH ASSOCIATE.	1.00
05/28/15	CONFERENCE WITH EXPERTS, LATER CONFERENCE WITH OWNER'S REPRESENTATIVE	1.75
06/01/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW APPLICABILITY OF SALES COMPARISON APPROACH AND GREENHOUSE SALES OF CFX AND OTHERS.	1.25
06/04/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; MEETING WITH ASSOCIATE TO REVIEW OUR SCOPE OF WORK AND DAMAGE ANALYSIS.	2.75
06/10/15	REVIEW INFORMATION ON FUNCTIONAL OBSOLESCENCE FROM GREENHOUSE EXPERT; REVIEW WITH ASSOCIATE.	0.75
06/16/15	PREPARE FOR AND MEET WITH OWNERS TO REVIEW HIGHEST AND BEST USE OF REMAINDER.	1.75

OWNER	***KORUS ORCHID CORP.***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***120***	
COUNTY	***ORANGE***	

[redacted]

06/18/15	ANALYSIS OF OBSOLESCENCE FOR REMAINING GREENHOUSE; MEETING WITH ASSOCIATE TO REVIEW.	1.25
06/23/15	REVIEW/WRITE REPORT; MEETING WITH ASSOCIATE TO REVIEW.	2.75
06/24/15	ANALYSIS OF AFTER VALUE; ASSIST WITH REPORT PREPARATION.	2.25
06/25/15	REVIEW/WRITE REPORT.	6.75
06/26/15	REVIEW/WRITE REPORT.	2.25
	SUBTOTAL HOURS	**24.50**
07/27/15	PREPARE FOR DEPOSITION.	0.75
07/29/15	CONTINUE TO PREPARE FOR DEPOSITION; PREPARE FOR MEETING.	1.50
07/30/15	PREPARE FOR AND MEET WITH EXPERT TO REVIEW/PREPARE FOR DEPOSITIONS.	3.25
08/03/15	CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS.	0.75
08/04/15	PREPARE FOR DEPOSITION; MEET WITH OWNER'S REPRESENTATIVE; REVIEW OUR FILE.	5.75
08/05/15	PREPARE FOR DEPOSITION; RE-INSPECT SALES.	6.75
08/06/15	PREPARE FOR AND ATTEND DEPOSITION.	10.25
	SUBTOTAL HOURS	**29.00**
	TOTAL HOURS	**145.75**

Exhibit 6

DERANGO, BEST & ASSOCIATES
PROFESSIONAL REAL ESTATE APPRAISERS, ADVISORS & CONSULTANTS
1601 EAST AMELIA STREET, ORLANDO, FLORIDA 32803

INVOICE

September 1, 2015

Federal Tax ID #59-3541451

Mr. Thomas Callan
Thomas P. Callan, PA
921 Bradshaw Terrace
Orlando, Florida 32806

DB&A File No. 15-202

For Professional Services Rendered Concerning:

Appraisal of: Parcel 120 (A & B) of the Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project Korus Orchid Corporation located at 1750 Plymouth Sorrento Road, Apopka, Orange County, Florida.

Gross Fee: **$25,319.00**

Payable to:

DeRango, Best & Associates
1601 East Amelia Street
Orlando, Florida 32803

Thank you for the opportunity to be of service.

(407) 895-6650 • FAX (407) 898-8467 • MAIL@DERANGOBEST.COM

Detail of Hourly Billings: Parcel #120 (A & B)
Central Florida Expressway Authority SR 429 Wekiva Parkway Extension Project - Korus Orchid Corporation
DeRango, Best & Associates

Date	Services Performed	Performed By	Hours Spent	Billing Rate	Total $	Running Total $
06-Feb-15	Discuss case with TC, look up property data	DRD	0.75	$ 275.00	$ 206.25	$ 206.25
13-Feb-15	Initial review of appraisals by R, Dreggors and P&C	DRD	2.00	$ 275.00	$ 550.00	$ 756.25
16-Feb-15	Cont Initial review of appraisals by R, Dreggors and P&C	DRD	3.00	$ 275.00	$ 825.00	$ 1,581.25
17-Feb-15	Research data in reviewed Appraisals	DRD	2.50	$ 275.00	$ 687.50	$ 2,268.75
18-Feb-15	Review of additional Expert Reports (Both sides)	DRD	4.00	$ 275.00	$ 1,100.00	$ 3,368.75
19-Feb-15	Review of additional Expert Reports (Both sides)	DRD	2.00	$ 275.00	$ 550.00	$ 3,918.75
07-May-15	Phone discussions with R Dreggors and T Callan	DRD	0.75	$ 275.00	$ 206.25	$ 4,125.00
08-May-15	Site Visit and inspect nearby comparables	DRD	6.00	$ 275.00	$ 1,650.00	$ 5,775.00
08-Jun-15	Research land comparables and nursery sales and listing data	DRD	8.00	$ 275.00	$ 2,200.00	$ 7,975.00
09-Jun-15	Prep File Memos for Review Reports and Research	DRD	5.00	$ 275.00	$ 1,375.00	$ 9,350.00
10-Jun-15	Research Nursery Costs from UF sources and other sources	DRD	3.00	$ 275.00	$ 825.00	$ 10,175.00
15-Jun-15	Prepare for meeting and review work to date	DRD	2.75	$ 275.00	$ 756.25	$ 10,931.25
17-Jun-15	Team Meeting @ Callan office Research to follow up	DRD	3.00	$ 275.00	$ 825.00	$ 11,756.25
19-Jun-15	Follow up site visit and neighborhood inspect	DRD	3.00	$ 275.00	$ 825.00	$ 12,581.25
22-Jun-15	Preparation of diminution study and spreadsheet	DRD	7.00	$ 275.00	$ 1,925.00	$ 14,506.25
6/22-6/26	Preparations of background information and research for appraisal report	JR	10.00	$ 125.00	$ 1,250.00	$ 15,756.25
29-Jun-15	Initial Review of draft report, meet with JR	DRD	2.00	$ 275.00	$ 550.00	$ 16,306.25
17-Jul-15	Meet with DRD and revise draft	JR	3.00	$ 125.00	$ 375.00	$ 16,681.25
20-Jul-15	Revise initial report	DRD	2.50	$ 275.00	$ 687.50	$ 17,368.75
21-Jul-15	Review and revisions to Report Research and Confirmations	DRD	3.50	$ 275.00	$ 962.50	$ 18,331.25
23-Jul-15	Final review and edits to Report	DRD	1.00	$ 275.00	$ 275.00	$ 18,606.25
24-Jun-15	Finalize Report and send to TC	DRD	0.33	$ 275.00	$ 90.75	$ 18,697.00
27-Jul-15	Admin work in file Begin preparations for deposition	DRD	2.00	$ 275.00	$ 550.00	$ 19,247.00
27-Jul-15	Review and research for deposition	DRD	3.00	$ 275.00	$ 825.00	$ 20,072.00
28-Jul-15	Discussions with Other Experts	DRD	3.00	$ 275.00	$ 825.00	$ 20,897.00
30-Jul-15	Prepare for and attend team meeting for Korus case @ TC office	DRD	3.00	$ 275.00	$ 825.00	$ 21,722.00
31-Jul-15	Begin research on issues discussed at team meeting	DRD	3.00	$ 275.00	$ 825.00	$ 22,547.00
05-Aug-15	Research concerning highest and best use issues. Direct confirm sales data	DRD	3.00	$ 275.00	$ 825.00	$ 23,372.00
06-Aug-15	Review of issues raised in WC deposition Phone call with TC and RD	DRD	2.50	$ 275.00	$ 687.50	$ 24,059.50
07-Aug-15	Discuss deposition with TC and prepare research for deposition	DRD	2.00	$ 275.00	$ 550.00	$ 24,609.50
10-Aug-15	Review billing and discuss mediation	DRD	1.50	$ 275.00	$ 412.50	$ 25,022.00
12-Aug-15	Discuss Mediation with TC	DRD	0.33	$ 275.00	$ 90.75	$ 25,112.75
31-Aug-15	Finalize Billings and Close File	DRD	0.75	$ 275.00	$ 206.25	$ 25,319.00
	Total Hourly Billings		**99.16**			**$ 25,319.00**

6-2

CONSENT AGENDA ITEM

#19

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: August 25, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 193
Final Settlement Including Attorney's Fees

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board for settlement between Prineet D. Sharma, Esq., as Attorney Ad Litem for the Unknown Heirs and Beneficiaries of Harvey D. Hood, Grantee of United States Patent dated June 3, 1885, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 193 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 193 Part A is a whole take acquisition for a limited access right-of-way consisting of 6,544 square feet, more or less, and Parcel 193 Part B is a whole take acquisition for right-of-way consisting of 1,232 square feet, more or less. Both Part A and Part B are unimproved, vacant land, lying approximately 613 feet south of West Kelly Park Road in unincorporated Orange County. Parcel 193 is a hiatus parcel approximately 10 feet wide by 677 feet long which was created due to inaccurate legal descriptions in the chain of title for the surrounding properties (Parcel 203, J.D.C. Plants, Inc. and Parcel 202, Edgar R. and Linda C. Collins). Both Parcel 202 and Parcel 203 previously have been settled.

Parcel 193 is zoned A-1, Citrus Rural District, by Orange County, with a Future Land Use designation of R, Rural/Agricultural, by Orange County.

The CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr., MAI, of Pinel & Carpenter, Inc. Mr. Carpenter estimated the value of the taking to be $4,500.00. Comparable land sales of $10,400 to $35,000 per acre were utilized by Mr. Carpenter in his analysis. Mr. Carpenter opined the subject property value is $25,000 per acre. Mr. Carpenter

opined Parcel 193 could be assembled with contiguous parcels so it could be developed with a variety of uses, including agricultural and residential uses.

Prineet Sharma, Esquire, was appointed by the Court as *Attorney Ad Litem* to represent the interests of the unnamed heirs to Harvey D. Hood and to handle the resolution of this parcel. Mr. Sharma filed an Answer on behalf of the Hood Estate, and conducted searches for any heirs to Mr. Hood, but was unable to locate any living heirs. Mr. Sharma then reviewed and analyzed comparable sales and values of property in the area and analyzed the highest and best use for Parcel 193. Based upon his analysis, Mr. Sharma offered to resolve the acquisition of Parcel 193 for $6,000.00, or $1,500.00 over the appraised value on behalf of the Central Florida Expressway Authority. No other experts were retained for Parcel 193 for which CFX would be responsible for as part of the landowner's compensation as provided by Florida Statutes §73.091 and §73.092. As *Attorney Ad Litem*, Mr. Sharma is compensated on an hourly basis, pursuant to statute. His attorney's fees total $6,985.00, for a total settlement for Parcel 193 of $12,985.00, inclusive of all fees and costs.

For the above-cited reasons, the Right-of-Way Committee recommended settlement of this matter at its August 26, 2015 meeting, as settlement is in the CFX's best interest. It will eliminate further risk and unnecessary expenses that the CFX will ultimately incur if it is required to further litigate a condemnation action to acquire Parcel 193.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement amount of $12,985.00 in full settlement of all claims for compensation for the acquisition of Parcel 193.

ATTACHMENTS

Exhibit "A" – Sketch of Subject Property
Exhibit "B" – Sharma Eminent Domain Lawyers Invoice

ORLDOCS 14204027 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 643.50 FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°20'47" EAST, A DISTANCE OF 581.44 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 13.46 FEET AND A CHORD BEARING OF SOUTH 21°51'45" WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°55'08", A DISTANCE OF 13.46 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID CURVE RUN SOUTH 88°33'13" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 576.30 FEET TO ITS INTERSECTION WITH THE AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°20'58" WEST ALONG SAID WEST LINE, A DISTANCE OF 10.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 6544 SQUARE FEET, MORE OR LESS

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.

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. 4513817 DATED 08/10/2013

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	TITF	= 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	NOVEMBER 26, 2013		
DRAWN BY	M.ROLLINS		
CHECKED BY	S.WARE		
BSA PROJECT NO.	8311-11		
REVISION	BY	DATE	

CERTIFICATION OF AUTHORIZATION No. LB 1221
BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-648-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 193

SCALE: N/A

SHEET 1 OF 3

EXHIBIT "A"

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 88°20'47" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 679.45 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°20'58" EAST ALONG SAID WEST LINE, A DISTANCE OF 643.50 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°20'47" EAST, A DISTANCE OF 581.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°20'47" EAST, A DISTANCE OF 95.81 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE SOUTH 00°14'36" EAST ALONG SAID EAST LINE, A DISTANCE OF 12.71 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°33'13" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 100.87 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 839.24 FEET, A CHORD DISTANCE OF 13.46 FEET AND A CHORD BEARING OF NORTH 21°51'45" EAST; THENCE DEPARTING SAID SOUTH LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°55'08", A DISTANCE OF 13.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 1232 SQUARE FEET, MORE OR LESS

DATE	NOVEMBER 26, 2013
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
BSA PROJECT NO.	8431-11

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION No. LB 1331
BOWYER SINGLETON
320 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-649-8664

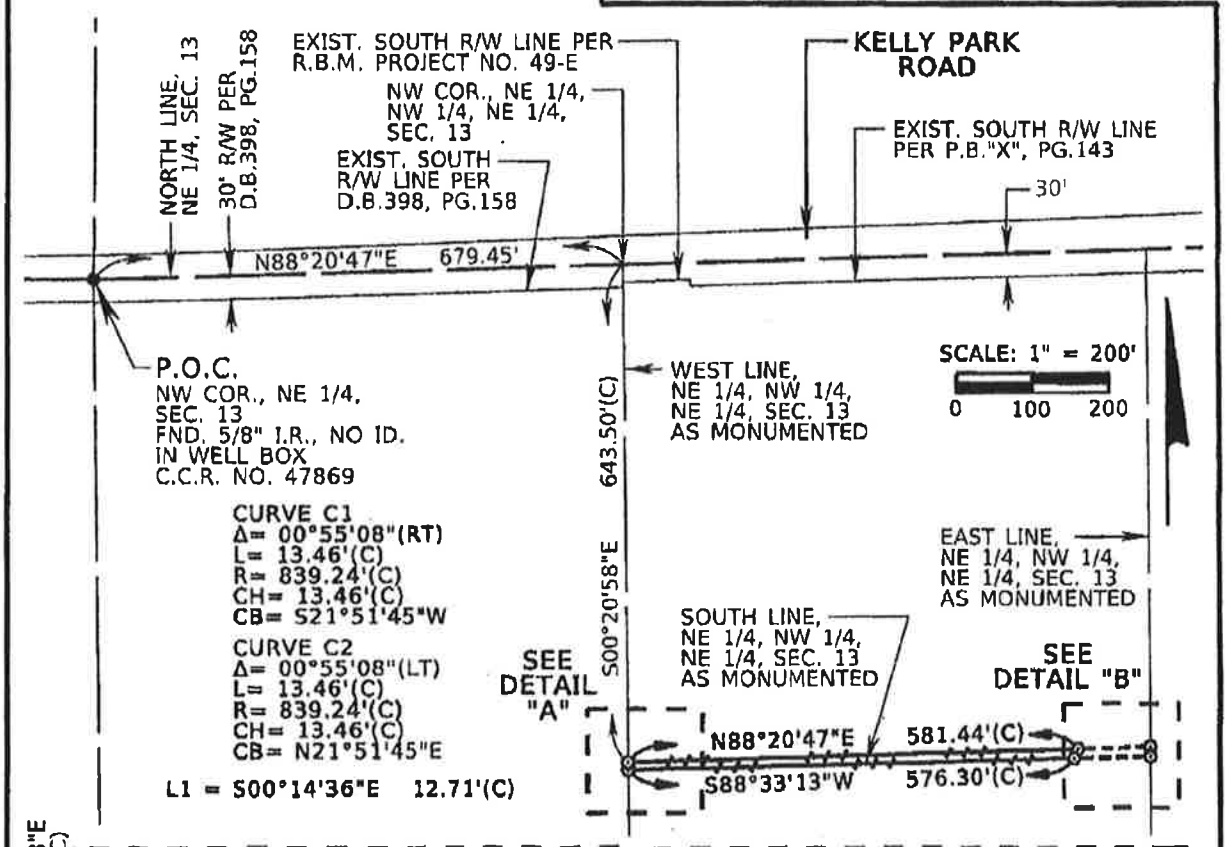
SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 193

SCALE: N/A

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 13-20-27, BEING N88°20'47"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

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 11/26/13

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 193

SCALE: 1"=200'

SHEET 3 OF 3

SHARMA EMINENT DOMAIN LAWYERS

Committed To Delivering Value

INVOICE

Invoice # 1058
Date: 07/08/2015
Due On: 08/07/2015

Shutts & Bowen, LLP
c/o Kathleen M. Krak, Esquire
300 South Orange Avenue
Suite 1000
Orlando, FL 32801

Wekiva Parkway (Central Florida Expressway) / Estate of Harvey D. Hood

Date	Attorney	Description	Quantity	Rate	Total
02/26/2015	Prineet Sharma	Telephone conference with Kathleen Krak re: case status and appointment as attorney as ad litem.	0.30	$400.00	$120.00
04/22/2015	Prineet Sharma	Review pleadings re: Order Appointing Attorney Ad Litem.	0.20	$400.00	$80.00
05/05/2015	Prineet Sharma	Site visit.	1.30	$400.00	$520.00
05/13/2015	Ivonne Caldwell	Review file, appraisals and pleadings; draft answer and email to Prineet Sharma.	3.50	$350.00	$1,225.00
05/13/2015	Prineet Sharma	Review multiple emails from Ivonne Caldwell re: appraisal and draft answer; work on same; develop outline for identification research and valuation action plan.	2.20	$400.00	$880.00
05/14/2015	Ivonne Caldwell	Work session with Prineet Sharma; revise and file answer; telephone conversation with private investigator.	1.20	$350.00	$420.00
05/14/2015	Prineet Sharma	Review file, review draft answer and revise same; review and discuss affidavit of due diligence from investigator; case strategy session.	1.80	$400.00	$720.00
05/18/2015	Ivonne Caldwell	Telephone conversation with private investigator regarding his diligent search and inquiry of this parcel.	0.30	$350.00	$105.00
05/18/2015	Prineet Sharma	Review summary of private investigator final findings re: diligent search for heirs; analyze same against ad litem responsibility.	0.30	$400.00	$120.00
05/19/2015	Prineet Sharma	Review and analyze comparable sales and values; review and analyze highest and best use.	1.50	$400.00	$600.00

EXHIBIT "B"

05/20/2015	Ivonne Caldwell	Online research on numerous data websites for Ruby Mae Hood/Decato/Maloney. Draft Notice of Filing Affidavit of Diligent Search and Inquiry and email to Prineet Sharma regarding same; finalize and file Affidavit with Court; valuation discussion with Prineet Sharma; read and review settlement emails.	2.50	$350.00	$875.00
05/20/2015	Prineet Sharma	Work on finalizing property valuation; review appraisal report; email to opposing counsel regarding proposed settlement amount; read and respond to emails from opposing counsel regarding settlement.	2.10	$400.00	$840.00
07/17/2015	Prineet Sharma	Review and execute final judgment and related pleadings; closing matter.	1.20	$400.00	$480.00

Time Keeper	Quantity	Rate	Total
Ivonne Caldwell	7.5	$350.00	$2,625.00
Prineet Sharma	10.9	$400.00	$4,360.00
		Subtotal	**$6,985.00**
		Total	**$6,985.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1058	08/07/2015	$6,985.00	$0.00	$6,985.00
			Outstanding Balance	**$6,985.00**
			Total Amount Outstanding	**$6,985.00**

Please make all amounts payable to: Sharma Eminent Domain Lawyers

Please pay within 30 days.

CONSENT AGENDA ITEM

#20

Lowndes Drosdick Doster & Kantor & Reed, P.A.
ATTORNEYS AT LAW

JAMES M. SPOONHOUR

james.spoonhour@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6300 | F: 407-843-4444

MERITAS LAW FIRMS WORLDWIDE

MEMORANDUM

TO: **Board, Central Florida Expressway Authority**

FROM: **James M. Spoonhour**
S. Brendan Lynch
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Special Counsel for CFX

DATE: **August 24, 2015**

RE: **CFX settlement as to business damages with Vickie Davis d/b/a Bay Hills Equestrian Center/Parcel 197/Wekiva Parkway**

On August 26, 2015, the Right of Way Committee approved the attached recommendations of counsel for a settlement agreement with Vickie Davis d/b/a Bay Hills Equestrian Center, who is a tenant on part of Parcel 197, as to her business damages claim. Ms. Davis is represented by Kurt Ardaman of the Fishback Dominick law firm.

The settlement agreement approved by the Right of Way Committee was for an "all-in" settlement of $85,000.00, meaning inclusive of attorney and expert fees/costs. This settlement is conditioned on payment by the end of September 2015.

Request is made that this item be placed on the Board's agenda for the September 10, 2015 meeting for approval. Please advise if further information is needed.

0011671\152407\2138084\1

Lowndes
Drosdick
Doster
Kantor &
Reed, P.A.

ATTORNEYS
AT LAW

JAMES M. SPOONHOUR

james.spoonhour@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6300 | F: 407-843-4444

MERITAS LAW FIRMS WORLDWIDE

MEMORANDUM

TO: **Right of Way Committee**
Central Florida Expressway Authority

FROM: **James M. Spoonhour**
S. Brendan Lynch
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Special Counsel for CFX

DATE: **August 11, 2015**

RE: **CFX settlement as to business damages with Vickie Davis d/b/a Bay Hills Equestrian Center/Parcel 197/Wekiva Parkway**

Subject to CFX approval, we have reached a settlement agreement with Vickie Davis d/b/a Bay Hills Equestrian Center, who is a tenant on part of Parcel 197, as to her business damages claim. Vickie Davis is represented by Kurt Ardaman of the Fishback Dominick law firm.

Vickie Davis originally submitted a business damage claim to CFX in the amount of $616,345.78. CFX countered with an offer of $30,000.00 (as approved by this Committee), exclusive of attorney and expert fees and costs. After a series of conversations with Mr. Ardaman, he and his client have agreed to a settlement of $85,000.00, **inclusive** of attorney and expert fees/costs (in other words, an "all-in" number). This settlement is conditioned on payment by the end of September 2015.

Mr. Ardaman reserves the right to seek apportionment for Vickie Davis at the end of the valuation case, which is currently scheduled for trial in March 2016. The right to seek apportionment of part of the land valuation recovery applies to the property owner (Project Orlando, LLC), the tenant (Vickie Davis) and the three lenders with mortgages or other claims on the property.

At the time of our prior recommendation to the Right of Way Committee for approval of the initial offer of $30,000, we estimated that our legal and expert fees in taking this business damages claim through trial would run up to $130,000. Currently the business damages claim is set for jury trial in April 2016. A settlement reached now will eliminate the need for this jury trial, and be of significant cost savings to CFX in the long run, as well as avoiding the risk of a higher recovery at trial.

We recommend approval of this settlement. CFX's General Counsel concurs in this recommendation.

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: August 26, 2015

RE: **State Road 453 Wekiva Parkway, Project 429-206, Amended Parcel Resolution**

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Amended Resolution 2015-327 and requests the Board approve the adoption of this Amended Resolution for the acquisition of Parcel 330/730/731 for the construction of State Road 453 Wekiva Parkway Project 429-206.

DESCRIPTION AND BACKGROUND:

This Amended Resolution is being sought in accordance with applicable Florida law governing eminent domain and property acquisition procedures. Additionally, the Amended 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 parcels are necessary for the construction of the State Road 453 Wekiva Parkway Project 429-206:

Parcel 330 consists of three (3) parts: Part A, a fee simple acquisition of 1.878 acres, more or less, for right-of-way; Part B, a fee simple acquisition of 3.060 acres, more or less, for right-of-way; and Part C, a fee simple acquisition of 26.003 acres, more or less, for use as limited access right-of-way. The remainder consists of two parcels of 28.123 acres, more or less, and 2.538 acres, more or less.

Parcel 730 is a temporary construction easement containing 12,225 square feet, more or less, for access to demolish a building which is severed by the taking of Part A.

Additionally, Parcel 731A, containing 2,266 square feet, more or less, and Parcel 731B, containing 3,003 square feet, more or less, were added to the acquisition for

access to install drainage pipe(s). The final sketch of legal description was signed and sealed on August 19, 2015, including the additional acquisitions to the property. Resolution 2015-327 requires amendment to include the additional areas of taking. The property is located on the north side of State Road 46 and east of Round Lake Road in Lake County, Florida.

REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Amended Resolution 2015-327 to allow acquisition of Parcel 330, Parts A, B and C, Parcel 730, Parcel 731A, and Parcel 731B for the construction of State Road 453 Wekiva Parkway Project 429-206. Amended Resolution 2015-327 supersedes Resolution 2015-327, adopted on May 14, 2015.

ATTACHMENT:

Amended Resolution 2015-327 for Parcel 330/730/731

ORLDOCS 14203967 2

AMENDED 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 453 Wekiva Parkway Project Number 429-206, 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 Lake 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 descriptions 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 Lake 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 Amended Resolution supersedes Resolution 2015-327, adopted on May 14, 2015; and be it further

RESOLVED that this Amended Resolution shall take effect immediately upon adoption.

ADOPTED this _____ day of September, 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 14199256 1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206

PARCEL 330
PART A

PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 40.00 feet; thence departing said South line, run North 00°23'00" West, a distance of 60.02 feet to the intersection of the East right of way line of Round Lake Road per Florida Department of Transportation Right of Way Map, Section 11130-2521 and the North right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, said point being the POINT OF BEGINNING; thence continue North 00°23'00' West along said East right of way line, a distance of 1069.86 feet; thence departing said East right of way line, run North 89°56'06" East, a distance of 10.00 feet; thence run South 00°23'00" East, a distance of 100.00 feet; thence run South 03°04'36" East, a distance of 170.24 feet; thence run South 03°33'43" East, a distance of 180.35 feet; thence run South 01°29'39" East, a distance of 257.93 feet; thence run South 00°23'00" East, a distance of 257.19 feet; thence run South 36°13'11" East, a distance of 18.03 feet; thence run North 89°36'34" East, a distance of 164.50 feet; thence run South 00°23'26" East, a distance of 5.00 feet; thence run North 89°36'34" East, a distance of 400.00 feet; thence run South 00°23'36" East, a distance of 94.91 feet to a point on the aforementioned North right of way line of State Road 46; thence run along said North right of way line for the following three courses; run South 89°36'11" West, a distance of 417.71 feet; thence run North 84°41'10" West, a distance of 100.50 feet; thence run South 89°36'11" West, a distance of 90.36 feet to the POINT OF BEGINNING.

Containing 1.878 acres, more or less.

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206

PARCEL 330
PART B

PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 89°36'24" East, a distance of 406.69 feet to a point on a non-tangent curve to the left, concave to the Northeast, having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Southeasterly along the Arc of said curve a distance of 98.99 feet (Chord Bearing South 70°57'30" East, Chord Distance = 96.92 feet) to a point of compound curvature of a curve concave to the North having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Easterly along the Arc of said curve a distance of 490.76 feet (Chord Bearing = North 81°52'31" East, Chord Distance = 489.59 feet) to the end of said curve; thence North 55°03'11" East, a distance of 37.72 feet; thence North 72°38'53" East, a distance of 121.85 feet; thence North 29°24'48" East, a distance of 59.47 feet; thence North 73°10'11" East, a distance of 29.32 feet; thence South 01°18'37" East, a distance of 106.16 feet to a point on the Northerly right of way line of State Road 46, per FDOT Maintenance Map recorded in Map Book 11, Page 1, Public Records of Lake County, Florida, and a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 06°49'35"; thence run along said Northerly right of way line for the following 8 courses: along the Arc of said curve, a distance of 337.39 feet (Chord Bearing = South 73°54'45" West, Chord Distance = 337.19 feet) to the end of said curve; thence North 12°40'27" West, a distance of 4.00 feet; thence run South 77°37'32" West, a distance of 29.60 feet; thence run South 12°04'28" East, a distance of 4.00 feet to a point on a non-tangent curve, concave to the Northwest, having a Radius of 2831.79 feet and a Central Angle of 11°40'40"; thence run along the Arc of said curve, a distance of 577.16 feet (Chord Bearing = South 83°45'52" West, Chord Distance = 576.16 feet) to the end of said curve; thence South 89°36'11" West, a distance of 491.16 feet; thence North 00°23'49" West, a distance of 17.00 feet; thence South 89°36'11" West, a distance of 122.29 feet; thence, departing said Northerly right of way line, North 00°23'36" West, a distance of 94.75 feet; thence North 89°36'24" East, a distance of 350.00 feet to the POINT OF BEGINNING.

Containing 3.060 acres, more or less.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206

PARCEL 330 **PURPOSE: LIMITED ACCESS RIGHT OF WAY**
PART C **(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence run North 46°03'12" East, a distance of 225.47 feet; thence run North 20°23'36" West, a distance of 313.03 feet to a point of curvature of a curve, concave to the Southeast, having a Radius of 548.08 feet and a Central Angle of 87°50'45"; thence run Northeasterly along the Arc of said curve, a distance of 840.31 feet (Chord Bearing = North 23°31'47" East, Chord Distance = 760.39 feet) to the end of said curve; thence run North 00°10'44" East, a distance of 19.97 feet to the North line of the South 1/2 of said Southwest 1/4; thence run South 89°49'12" East along said North line, a distance of 423.45 feet; thence departing said North line, run South 00°10'44" West, a distance of 19.96 feet to a point on a non-tangent curve to the right, concave to the Southwest, having a radius of 536.08 feet and a Central Angle of 63°03'02"; thence run Southeasterly along the Arc of said curve, a distance of 589.92 feet (Chord Bearing = South 35°31'15" East, Chord Distance = 560.60 feet) to the point of tangency; thence run South 03°59'44" East, a distance of 375.70 feet to a point of curvature of a curve, concave to the East, having a Radius of 884.93 feet and a Central Angle of 10°48'54"; thence run Southeasterly along the Arc of said curve, a distance of 167.04 feet (Chord Bearing = South 09°24'11" East, Chord Distance = 166.79 feet) to the end of said curve; thence South 29°24'48" West, a distance of 59.47 feet; thence South 72°38'53" West, a distance of 121.85 feet, thence South 55°03'11" West, a distance of 37.72 feet to a point on a non-tangent curve to the right, concave to the Northwest, having a radius of 2055.98 feet and a Central Angle of 13°40'35"; thence run Southwesterly along the Arc of said curve, a distance of 490.76 feet (Chord Bearing = South 81°52'31" West, Chord Distance = 489.59 feet) to a point of compound curvature of a curve concave to the Northeast having a radius of 139.50 feet and a Central Angle of 40°39'23"; thence run Northwesterly along the Arc of said curve, a distance of 98.99 feet (Chord Bearing = North 70°57'30" West, Chord Distance = 96.92 feet) to the end of said curve; thence South 89°36'24" West, a distance of 406.69 feet to the POINT OF BEGINNING.

Containing 26.003 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206

PARCEL 730

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
(ESTATE: TEMPORARY EASEMENT)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet; thence run South 89°36'24" West, a distance of 143.22 feet to the POINT OF BEGINNING; thence continue South 89°36'24" West, a distance of 130.22 feet; thence North 00°22'03" West, a distance of 94.39 feet; thence South 89°42'21" East, a distance of 130.97 feet; thence South 00°05'29" West, a distance of 92.83 feet to the POINT OF BEGINNING.

Containing 12,225 square feet, more or less.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206

PARCEL 731A

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
(ESTATE: TEMPORARY EASEMENT)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet to the POINT OF BEGINNING; thence South 89°36'24" West, a distance of 143.22 feet; thence North 00°05'29" East, a distance of 15.00 feet; thence North 89°36'24" East, a distance of 158.87 feet; thence South 46°03'12" West, a distance of 21.77 feet to the POINT OF BEGINNING,

Containing 2,266 square feet, more or less.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206

PARCEL 731B

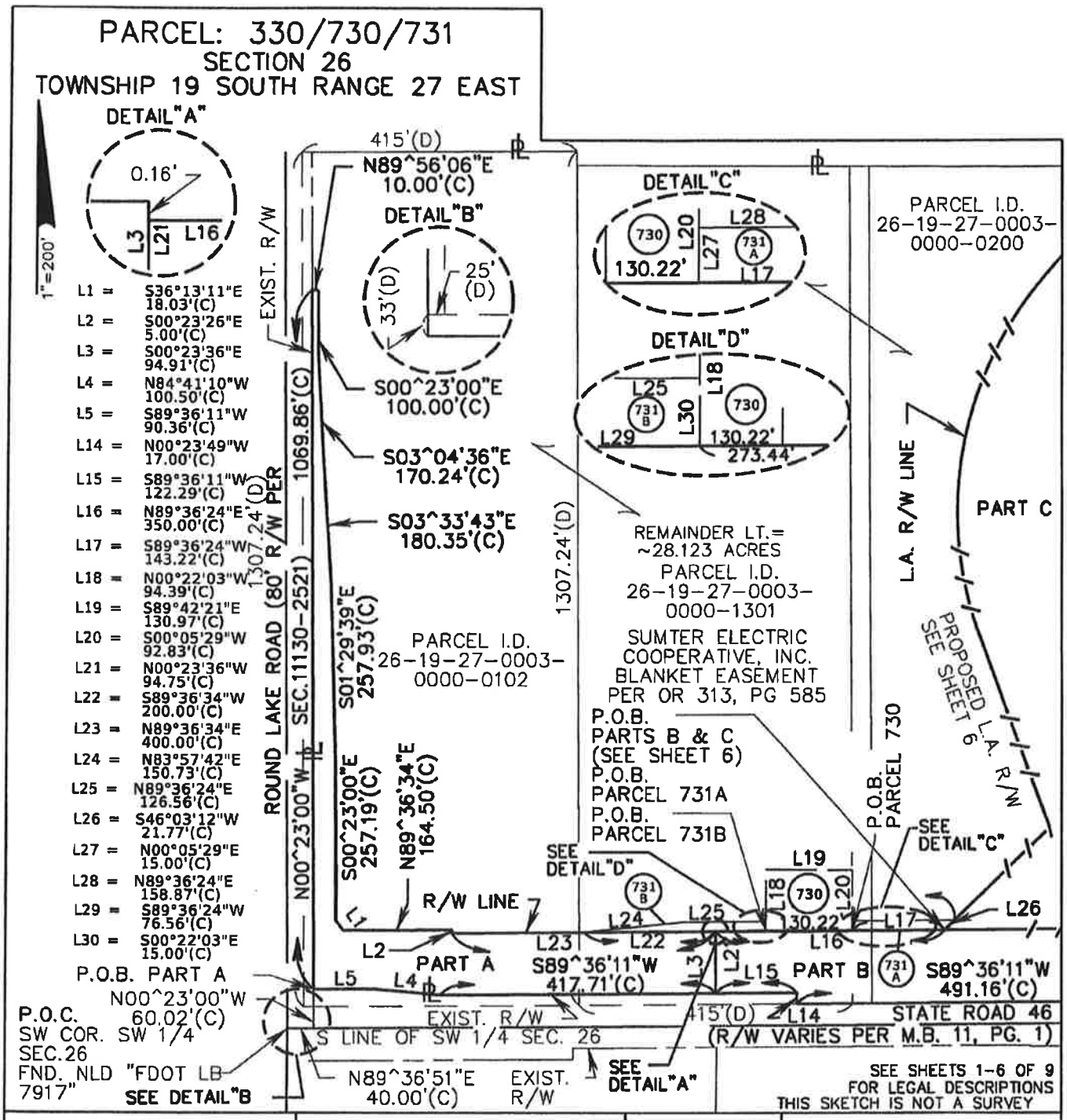
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
(ESTATE: TEMPORARY EASEMENT)

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a nail and disk stamped "FDOT LB 7917"; thence run North 89°36'51" East along the South line of said Southwest 1/4, a distance of 998.07 feet; thence departing said South line, run North 00°23'49" West, a distance of 144.93 feet; thence South 89°36'24" West, a distance of 273.44 feet to the POINT OF BEGINNING; thence continue South 89°36'24" West, a distance 76.56 feet; thence North 00°23'36" West, a distance of 0.16 feet; thence South 89°36'34" West, a distance of 200.00 feet; thence North 83°57'42" East, a distance of 150.73 feet; thence North 89°36'24" East, a distance of 126.56 feet; thence South 00°22'03" East, a distance of 15.00 feet to the POINT OF BEGINNING

Containing 3,003 square feet, more or less.

PARCEL: 330/730/731
SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST



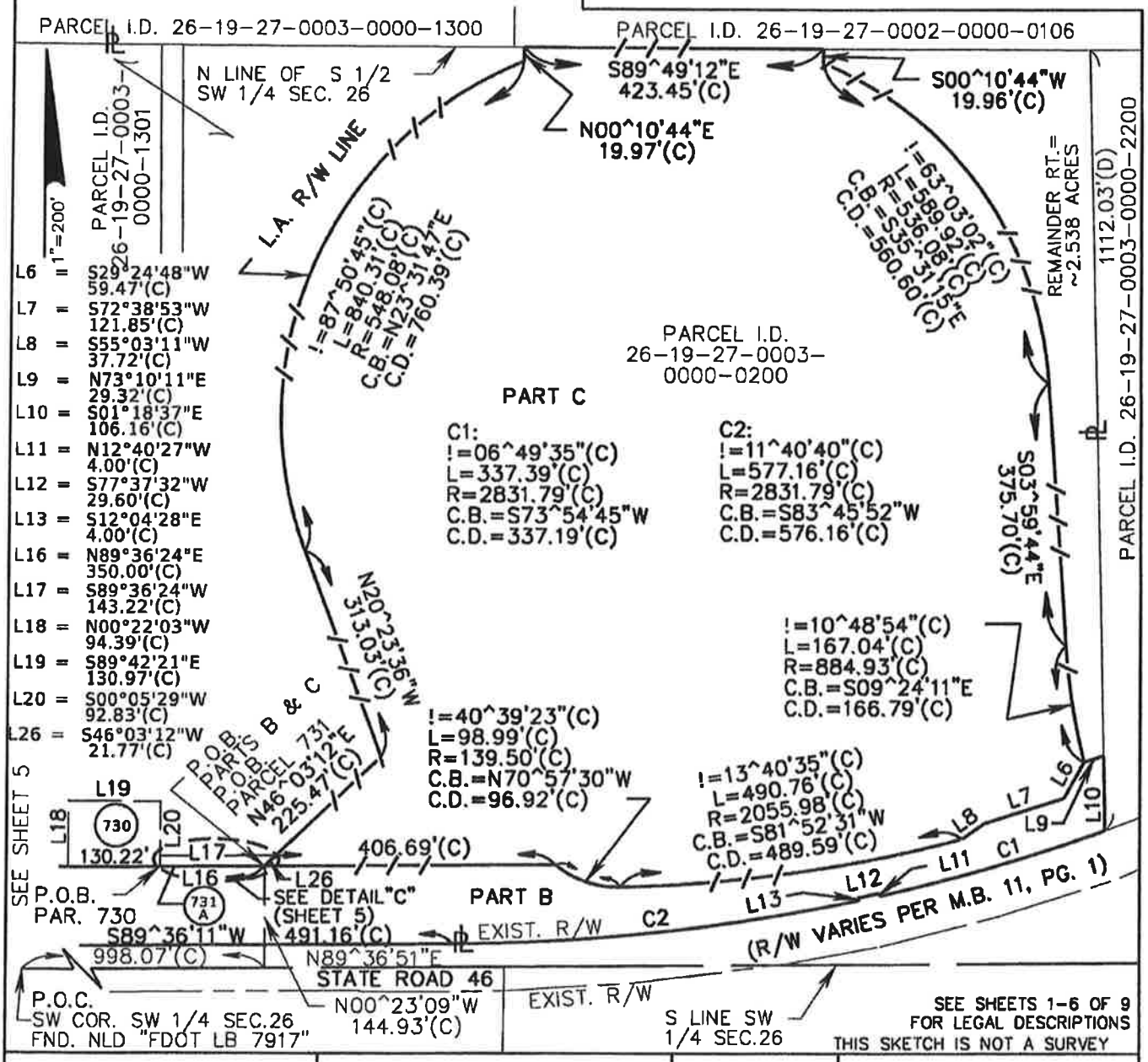
RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)

REVISION	BY	DATE	REVISION	BY	DATE
REVISE DESCRIPTIONS 330B & 731B	ALQ	08/15	DRMP PROJECT NO. 12-0150.000	SHEET 7 OF 9	DATE: 06/17/14
ADDED PARCEL 731A&B	CDW	05/15	ADD REMAINDER	CWW	11/14
ADDED PARCEL 730	CWW	12/14	NEW R/W REQ.	CWW	11/14
REVISED PART A	CWW	12/14	PER COMMENTS	CWW	9/14
					SCALE: 1" = 200
					CHECKED: ALQ
					DRAWN: JSG

SKETCH PREPARED BY
DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 330/730/731

SECTION 26
TOWNSHIP 19 SOUTH RANGE 27 EAST



L6 = S29°24'48"W 59.47'(C)
L7 = S72°38'53"W 121.85'(C)
L8 = S55°03'11"W 37.72'(C)
L9 = N73°10'11"E 29.32'(C)
L10 = S01°18'37"E 106.16'(C)
L11 = N12°40'27"W 4.00'(C)
L12 = S77°37'32"W 29.60'(C)
L13 = S12°04'28"E 4.00'(C)
L16 = N89°36'24"E 350.00'(C)
L17 = S89°36'24"W 143.22'(C)
L18 = N00°22'03"W 94.39'(C)
L19 = S89°42'21"E 130.97'(C)
L20 = S00°05'29"W 92.83'(C)
L26 = S46°03'12"W 21.77'(C)

SEE SHEETS 1-6 OF 9 FOR LEGAL DESCRIPTIONS
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-208 (2C)

REVISION	BY	DATE	DRMP PROJECT NO. 12-0150.000	SHEET 8 OF 9		DATE: 06/17/14
REVISE DESCRIPTIONS 330B & 731B	ALQ	08/15	ADD REMAINDER	CWW	11/14	SCALE: 1" = 200
ADDED PARCEL A&B	CDW	05/15	NEW R/W REQ.	CWW	11/14	CHECKED: ALQ
ADDED PARCEL 730	CWW	12/14	PER COMMENTS	CWW	9/14	DRAWN: JSG
REVISED PART A	CWW	12/14				

SKETCH PREPARED BY
DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 330/730/731

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 89°36'52" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. THE RIGHT-OF-WAY SHOWN FOR ROUND LAKE ROAD IS BASED ON A RIGHT-OF-WAY MAP FOR STATE ROAD 46, SECTION 11130-2521, DATED NOVEMBER 22, 1993, PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
5. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 4699355, DATED FEBRUARY 23, 2014.

LEGEND:

A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD
(C) = CALCULATED DATA
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
COR. = CORNER
CM = CONCRETE MONUMENT
(D) = DEED DATA
EXIST. = EXISTING
FND. = FOUND
I.D. = IDENTIFICATION
IP = IRON PIPE
L = ARC LENGTH
L.A. = LIMITED ACCESS
L.B. = LICENSED BUSINESS
M.B. = MAP BOOK
OR = OFFICIAL RECORDS BOOK
PAR. = PARCEL
℄ = PROPERTY LINE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
No. = NUMBER
PG = PAGE
R = RADIUS
REQ. = REQUIRED
R/W = RIGHT-OF-WAY
SEC. = SECTION
Δ = CENTRAL ANGLE

SEE SHEETS 1-6 OF 9
FOR LEGAL DESCRIPTIONS
SEE SHEETS 7-8 OF 9
FOR SKETCH OF DESCRIPTIONS

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)

8/19/15
ALLEN L. QUICKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

REVISION	BY	DATE
ADD REMAINDER	CWW	11/14
NEW R/W REQ.	CWW	11/14
PER COMMENTS	CWW	9/14

DRMP PROJECT NO. 12-0150.000
SHEET 9 OF 9
DATE: 06/17/14
SCALE: 1" = 200
CHECKED: ALQ
DRAWN: JSG

SKETCH PREPARED BY
DRMP
ENGINEERS · SURVEYORS · PLANNERS · ECONOMISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

CONSENT AGENDA ITEM

#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel
Sidney Calloway, Esquire, Shutts & Bowen

DATE: August 28, 2015

RE: *Central Florida Expressway Authority v. William H. Kelly, Sr. Trust, et al.*
Case No. 2014-003676-O, Project: 429-203, **Parcel 209**
Owners: William H. Kelly, Sr., and Dorothy B. Kelly

Central Florida Expressway Authority v. William H. Kelly, Sr. Trust, et al.
Case No. 2014-003676-O, Project: 429-203, **Parcel 221**
Owner: William H. Kelly, Sr., as Trustee
Address: 3385 West Kelly Park Road, Apopka, Florida

INTRODUCTION

This case is set for trial on the October 26, 2015 docket in front of Judge Robert Kest. The case was mediated on August 14, 2015, but to no avail.

We would like to serve offers of judgment as to these parcels to avoid additional liability for the owners' expert fees and costs. According to Section 73.032, Florida Statutes, if the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. On the other hand, if the offer of judgment is less than the verdict and corresponding judgment, then the offer would not limit CFX's liability for expert fees and costs.

APPRAISED VALUE OF PARCEL 221

Parcel 221 is a total taking of 11.523 acres (501,942 sq. ft.) of unimproved property zoned A-1 (Citrus Rural District) along the north side of West Kelly Park Road, west of Plymouth Sorrento Road, in unincorporated Orange County. Mr. Carpenter appraised Parcel 221 with a highest and best use "to hold for future development with a reasonably probable demand for future neighborhood mixed-used commercial development as the market dictates and utilities allow." Applying the comparable sales approach, Mr. Carpenter estimated the land value to be **$1.40/sq. ft. or $703,000.**

APPRAISED VALUE OF PARCEL 209

Parcel 209 is a total taking of 0.2626 acres (11,438 sq. ft.) of unimproved property zoned A-1 (Citrus Rural District). The property was valued at $1.40/sq. ft. or a total of **$16,000** by Walter Carpenter, Jr., MAI, CRE, with a date of valuation of July 31, 2014.

OWNERS' DEMAND

The owners' real estate appraiser, Martin Engelmann, Jr., MAI, valued Parcels 209 and 221 at $8.25/sq. ft., comprising 513,380 sq. ft. for both parcels, for the sum of **$4.2 million** as his opinion of value. His valuation conclusion is based upon using land sales transactions that occurred at fully completed highway interchanges, which he asserts are "comparable" to the subject parcels. Mr. Kelly, the property owner, however, has claimed, in a written letter, that he believes his vacant property is worth even more, i.e. $10/sq. ft., which effectively totals approximately **$5.1 million.**

REQUEST

We request the Board confirm the Committee's recommendation of August 26, 2015, to approve offers of judgment as to Parcels 209 and 221 in the amounts of $23,000 and $1,004,000, respectively, based upon $2.00/sq. ft., excluding interest, attorney's fees, expert fees, and costs.

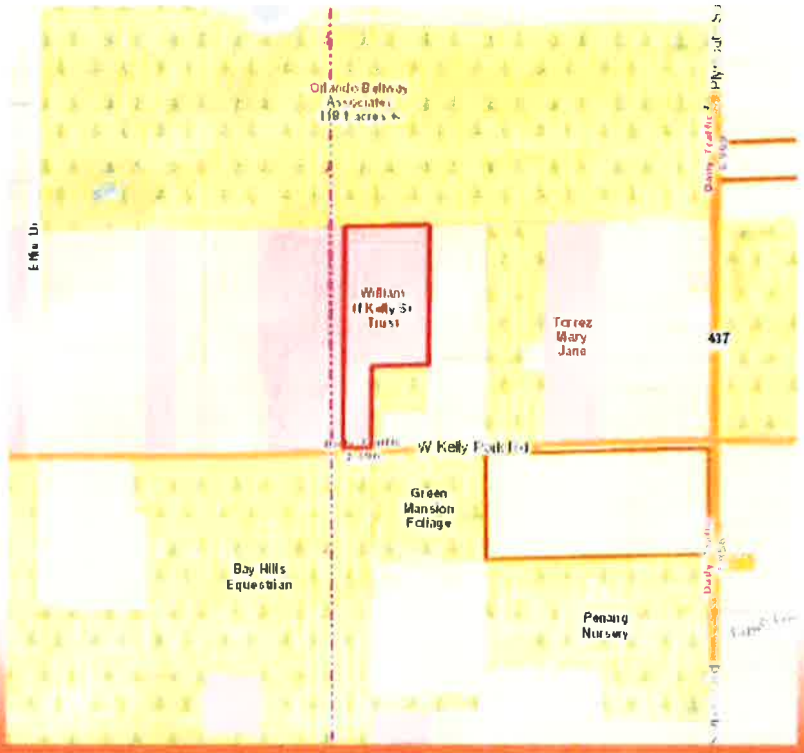
ATTACHMENTS

Aerial, Maps, and Table

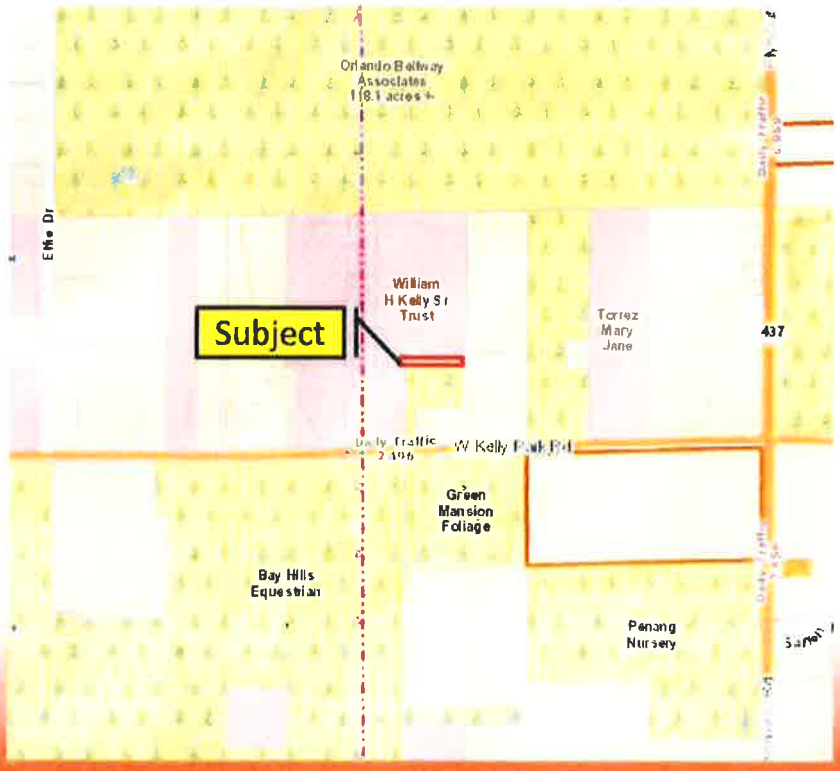
Acquisition Overview

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Parcel 221 (11.523 acres)



Parcel 209 (0.2626 acres)



Appraisal Comparison

Parcel Number	Carpenter	Englemann	Owner
Parcel 221 501,942 sf (11.523 ac)	@ $1.40/sf (~$61k/ac)	@ $8.25 (~$360k/ac)	@ $10/sf (~$436k/ac)
Parcel 209 11,438 sf (0.2626 ac)	@ $1.40/sf (~$61k/ac)	@ $8.25 (~$360k/ac)	@ $10/sf (~$436k/ac)
Estimated Value 513,380 sf (11.7856 ac)	**$719,000**	**$4,240,000**	**$5,133,807.30**

CONSENT AGENDA ITEM

#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: David Wynne, Director of Toll Operations

DATE: August 26, 2015

SUBJECT: Changes to the Central Florida Expressway Authority's Violation Business Rules

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Board approval is requested to adopt the amended Violation Business Rules attached. The changes requested are based on an operational change that will adjust the processing date of Unpaid Toll Notices (UTN) as well as minor changes made for clarification. Currently, UTN notices are being mailed out at the same time each month. The proposed changes allow the UTNs to be distributed equally throughout the month to allow for better operational control. All proposed changes have been reviewed by CFX legal.

~~ORLANDO-ORANGE COUNTY~~CENTRAL FLORIDA **EXPRESSWAY AUTHORITY**

Permanent Rule 2-1
VIOLATION BUSINESS RULES

2-1.001 **Application and Scope.**

Except as provided in Sec. 338.155, Fla. Stat., or those instances specifically approved by the Expressway Authority Board, no person is allowed to use the ~~Orlando-Orange County~~Central Florida Expressway System without payment of the required ~~posted~~ tolls. The current toll schedule is incorporated herein by this reference and may be obtained from the Authority at its main office located at 4974 ORL Tower Road, Orlando, Florida 32807, (407) 690-5000. Failure to pay a prescribed toll is a non-criminal traffic infraction, punishable as a moving violation under Chapter 318, Fla. Stat. The Expressway Authority authorizes its Toll Enforcement Officers, staff and designees to issue warnings, UTNs, and UTCs and request Vehicle Registration Holds from the Department of Highway Safety and Motor Vehicles (DHSMV) for the failure to pay tolls as set forth in this rule.

2-1.002 **Definitions.**

For the purpose of this rule, the following definitions shall apply:

(1) Toll Enforcement Officer means the person or persons designated by the Executive Director of the Expressway Authority whose sole authority is to enforce the payment of tolls and who has been designated as a Toll Enforcement Officer by the State.
(2) Authority or Expressway Authority means the ~~Orlando-Orange County~~Central Florida Expressway Authority.
(3) UTC means Uniform Traffic Citation.
(4) UTN means Unpaid Toll Notice.
(5) Vehicle Registration Hold means the taking of an action by DHSMV in response to notice of unpaid tolls that would prohibit a vehicle's registration from being renewed.

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2-1.003 **Warnings, Issuance of UTNs and Vehicle Registration Holds.**

1) The Authority may issue warnings for failure to pay prescribed toll(s).
2) A UTN will be issued for failure to pay two (2) or more tolls processed in an ~~calendar month~~ approximate 30 day period. The UTN will be mailed ~~on~~ the day after or shortly thereafter ~~about~~ the ~~15th~~ defined invoice date of the

customer. ~~day of the following month.~~ The UTN will require payment for all missed tolls plus associated fees by the due date listed on the UTN.

3) The UTN will be mailed first class postage to the registered owner/registrant of the motor vehicle involved in the violations. In the case of joint ownership of the motor vehicle, the UTN must be mailed to the first name appearing on the vehicle registration.

Request to DHSMV for the Issuance of a Vehicle Registration Hold

1) A Florida registered vehicle may ~~shall~~ be subject to having a Vehicle Registration Hold placed on it by DHSMV if the UTN remains unpaid by the payment due date.
2) The Vehicle Registration Hold will be requested by the Expressway Authority ~~placed~~ by sending a file to the Department of Highway Safety and Motor Vehicles (DHSMV) indicating that there are unpaid tolls and requesting a hold be placed on the violating vehicle for failure to pay toll(s).

2.-1.004 Issuance of UTCs.

1) A Toll Eenforcement Oofficer may ~~shall~~ issue a UTC for failure to pay prescribed toll(s) in accordance to this rule.
2) Any vehicle whose registered owner/registrant (i) has been issued a UTN and (ii) thereafter fails to pay the UTN by the payment due date and (iii) does not have a Vehicle Registration Hold placed for those ~~by the~~ Expressway Authority tolls may~~shall~~ be subject to issuance of a UTC for the failure to pay any prescribed toll(s).
3) Prior to the issuance of a UTC by a Toll Enforcement Officer ~~for a vehicle registered in Florida approval~~ review must be obtained from the following staff positions:; Manager of VES & Special Projects and the Director of Toll Operations or their authorized designees.
4) A UTC for failure to pay prescribed toll(s) may ~~shall~~ be issued as set forth in this rule upon either: (i) a written report of a Toll Enforcement Officer or (ii) photographic, computer or video evidence indicating that prescribed toll(s) were not paid. The written report of a Toll Enforcement Officer shall contain, at a minimum, such person's written account of the observed facts and circumstances of the violation, or photographic, computer or video evidence indicating that prescribed toll(s) were not paid.
5) UTC's shall be issued and delivered ~~by mailing the UTC,~~ as required by current Florida Statutes and mailed to the address of the registered owner/registrant of the motor vehicle involved in the violation(s). In case of joint ownership of the motor vehicle, the UTC must be mailed to the first name appearing on the vehicle registration. ~~The UTC shall specify the remedy available under Sec. 318.18, Fla. Stat. Except as may be otherwise provided herein, the UTC shall be issued in accordance with~~

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~~the "Florida Uniform Traffic Citation Procedures Manual."~~

6) The registered owner/registrant of the motor vehicle involved in a violation is responsible for payment of the UTC, unless (a) the owner/registrant can establish the motor vehicle was at the time of the violation, in the care, custody or control of another person or (b) the owner/registrant elects to request a court hearing. In order to establish such facts, the registered owner/registrant of the motor vehicle is required, within fourteen (14) days after receipt of the UTC, to furnish to the Expressway Authority a sworn affidavit setting forth:

   a. The name, address, and if known, the driver's license number of the person who leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the alleged violation;

      or

   ~~b.~~ If the motor vehicle was stolen, the police report (or a copy thereof) indicating that the vehicle was a stolen vehicle at the time of the alleged violation.

   b. Upon receipt of such an affidavit, the Expressway Authority may elect to issue a UTC against the person identified in the affidavit. If the Expressway Authority elects to issue a UTC against the person identified in the affidavit, the Expressway Authority shall follow the same procedure for initial issuance of a UTC as set forth above. The submission of a false affidavit is a misdemeanor of the second degree.

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2-1.005 Payment of UTNs and UTCs Upon Issuance.

Payment of UTNs will be made directly to the Expressway Authority. In addition to the unpaid toll(s) the UTN shall include additional fees including transaction and document charges of $3.00 per UTN document, and $0.10 per toll violation which charges are hereby approved by the Expressway Authority Board. Any transaction or document charges established by contract with rental car companies or third party providers shall continue per the contract.

Payment of fines upon issuance of UTCs shall be as provided by statute.

2-1.006 Dispute Resolution Process

Prior to the issuance of a UTC, the owner/registrant of the violating vehicle may elect one or both of the following:

1) Review of the violation data with Expressway Authority staff or their designee for the purposes of determining if the information is valid and enforceable.
2) If the owner/registrant of the violating vehicle is not satisfied with the result of the review with Expressway Authority staff or designee, the owner/registrant may request a UTC and then pursue the remedies set forth in Chapters 316 and 318, Florida Statutes, or the Toll Enforcement Officer may ~~shall~~ issue a UTC(s) for unpaid UTN(s).

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2-1.007 Payment Notification to DHSMV for Clearance of Vehicle Registration Hold.

1) Upon posting of payment of the UTN(s) the Expressway Authority will notify DHSMV as expeditiously as possible, but no later than three (3) business days after posting of payment of unpaid tolls, so that DHSMV may ~~to~~ release any ~~the~~ Vehicle Registration Hold as to those unpaid tolls.

2-1.008 Effective Date. The above amendments shall take effect on September 10, 2015~~0~~.

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The current rules ~~2-1.003, 2-1.004~~ shall remain in effect until September 10, 2015~~0~~ at which time these amendments shall become effective. All other rules regarding toll enforcement shall remain in full force and effect.

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VES Business Rules
Revision Register

Revised Sections/Description	Board Approval Dates / Adopted	ID #
VES Business Rules Adopted	11/05/2008	
2-1.001 – 2-1.007 creating 2-1.008	06/24/2009	
Sections 2-1.003, 2-1.004, 2-1.008	08/25/2010	2010-118
Section 2-1.004	4/25/2012	2012-149
Sections 2-1.001 through 2-1.008		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Permanent Rule 2-1
VIOLATION BUSINESS RULES

2-1.001 Application and Scope.

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2-1.002 Definitions.

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2-1.003 Warnings, Issuance of UTNs and Vehicle Registration Holds.

1) The Authority may issue warnings for failure to pay prescribed toll(s).
2) A UTN will be issued for failure to pay two (2) or more tolls processed in an approximate 30 day period. The UTN will be mailed the day after or shortly thereafter the defined invoice date of the customer. The UTN will require payment for all missed tolls plus associated fees by the due date listed on the UTN.

3) The UTN will be mailed first class postage to the registered owner/registrant of the motor vehicle involved in the violations. In the case of joint ownership of the motor vehicle, the UTN must be mailed to the first name appearing on the vehicle registration.

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2) The Vehicle Registration Hold will be requested by the Expressway Authority by sending a file to the Department of Highway Safety and Motor Vehicles (DHSMV) indicating that there are unpaid tolls and requesting a hold be placed on the violating vehicle for failure to pay toll(s).

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2) Any vehicle whose registered owner/registrant (i) has been issued a UTN and (ii) thereafter fails to pay the UTN by the payment due date and (iii) does not have a Vehicle Registration Hold placed for those Expressway Authority tolls may be subject to issuance of a UTC for the failure to pay any prescribed toll(s).
3) Prior to the issuance of a UTC by a Toll Enforcement Officer review must be obtained from the following staff positions: Manager of VES & Special Projects and the Director of Toll Operations or their authorized designees.
4) A UTC for failure to pay prescribed toll(s) may be issued as set forth in this rule upon either: (i) a written report of a Toll Enforcement Officer or (ii) photographic, computer or video evidence indicating that prescribed toll(s) were not paid. The written report of a Toll Enforcement Officer shall contain, at a minimum, such person's written account of the observed facts and circumstances of the violation, or photographic, computer or video evidence indicating that prescribed toll(s) were not paid.
5) UTC's shall be issued and delivered as required by current Florida Statutes and mailed to the address of the registered owner/registrant of the motor vehicle involved in the violation(s). In case of joint ownership of the motor vehicle, the UTC must be mailed to the first name appearing on the vehicle registration.
6) The registered owner/registrant of the motor vehicle involved in a violation is responsible for payment of the UTC, unless (a) the owner/registrant can establish the motor vehicle was at the time of the

violation, in the care, custody or control of another person or (b) the owner/registrant elects to request a court hearing. In order to establish such facts, the registered owner/registrant of the motor vehicle is required, within fourteen (14) days after receipt of the UTC, to furnish to the Expressway Authority a sworn affidavit setting forth:

a. The name, address, and if known, the driver's license number of the person who leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the alleged violation;

or

b. If the motor vehicle was stolen, the police report (or a copy thereof) indicating that the vehicle was a stolen vehicle at the time of the alleged violation. Upon receipt of such an affidavit, the Expressway Authority may elect to issue a UTC against the person identified in the affidavit. If the Expressway Authority elects to issue a UTC against the person identified in the affidavit, the Expressway Authority shall follow the same procedure for initial issuance of a UTC as set forth above. The submission of a false affidavit is a misdemeanor of the second degree.

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Payment of UTNs will be made directly to the Expressway Authority. In addition to the unpaid toll(s) the UTN shall include additional fees including transaction and document charges of $3.00 per UTN document, and $0.10 per toll violation which charges are hereby approved by the Expressway Authority Board. Any transaction or document charges established by contract with rental car companies or third party providers shall continue per the contract.

Payment of fines upon issuance of UTCs shall be as provided by statute.

2-1.006 **Dispute Resolution Process**

Prior to the issuance of a UTC, the owner/registrant of the violating vehicle may elect one or both of the following:

1) Review of the violation data with Expressway Authority staff or their designee for the purposes of determining if the information is valid and enforceable.
2) If the owner/registrant of the violating vehicle is not satisfied with the

result of the review with Expressway Authority staff or designee, the owner/registrant may request a UTC and then pursue the remedies set forth in Chapters 316 and 318, Florida Statutes, or the Toll Enforcement Officer may issue a UTC(s) for unpaid UTN(s).

2-1.007 **Payment Notification to DHSMV for Clearance of Vehicle Registration Hold.**

1) Upon posting of payment of the UTN(s) the Expressway Authority will notify DHSMV as expeditiously as possible, but no later than three (3) business days after posting of payment of unpaid tolls, so that DHSMV may release any Vehicle Registration Hold as to those unpaid tolls.

2-1.008 **Effective Date. The above amendments shall take effect on September 10, 2015.**

The current rules shall remain in effect until September 10, 2015 at which time these amendments shall become effective. All other rules regarding toll enforcement shall remain in full force and effect.

VES Business Rules
Revision Register

Revised Sections/Description	Board Approval Dates / Adopted	ID #
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Sections 2-1.003, 2-1.004, 2-1.008	08/25/2010	2010-118
Section 2-1.004	4/25/2012	2012-149
Sections 2-1.001 through 2-1.008		

CONSENT AGENDA ITEM

#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: August 25, 2015

RE: Approval of Supplemental Agreement No. 15-02
Florida Toll Services (FTS), for Contract No. 000154
Toll Facilities Operations and Management Services

At its meeting on May 14, 2015, the Board approved a time extension to September 25, 2015, and additional compensation for FTS to continue the current services under the referenced contract until the protest submitted by Faneuil, Inc., was administratively resolved. Although the protest was denied by Board action on August 13, 2015, a new contract was not awarded. As a result, it will be necessary to extend the contract time again with FTS and provide additional compensation. Since it is unknown as to exactly when a new contract will be in place, staff is recommending a time extension through December 25, 2015, with an increase in the Contract amount of $3,444,132.00.

CFX CONTRACT NO. 000154
TOLL FACILITIES OPERATIONS AND MANAGEMENT

SUPPLEMENTAL AGREEMENT NO. 15-02

This Supplemental Agreement No. 15-02 ("Supplemental Agreement") is entered into this 10th day of September, 2015, by and between the Central Florida Expressway Authority ("Authority") and Florida Toll Services ("Contractor").

WITNESSETH:

WHEREAS, the Authority and the Contractor on July 1, 2005, entered into an agreement whereby the Authority retained the Contractor to provide toll facilities operations and management services designated by the Authority as Contract No. 000154; and

WHEREAS, the Authority and the Contractor on June 26, 2010, renewed the Contract for an additional one year period through June 25, 2011; and,

WHEREAS, the Authority and the Contractor on June 26, 2011, renewed the Contract for an additional one year period through June 25, 2012; and,

WHEREAS, the Authority and the Contractor on June 26, 2012, renewed the Contract for an additional one year period through June 25, 2013; and,

WHEREAS, the Authority and the Contractor on June 26, 2013, renewed the Contract for an additional one year period through June 25, 2014; and,

WHEREAS, the Authority and the Contractor on June 26, 2014, renewed the Contract for an additional one year period through June 25, 2015; and,

WHEREAS, the Authority and the Contractor on May 14, 2015, extended the Contract term through September 25, 2015; and,

WHEREAS, the Authority has determined it necessary to continue the services and extend the term of the Contract through December 25, 2015.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Contractor shall continue to perform the Work in accordance with the existing Scope of Services to the new expiration date for the not exceed amount of $3,444,132.00 as detailed in the attached fee proposal.

All provisions of the Contract 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 any renewals or supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

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

FLORIDA TOLL SERVICES

By:_____

Print Name:_____

Attest:_____ Title:_____

Title:_____

FLORIDA TOLL SERVICES - Supplemental Agreement No. 15-02

September 26, 2015 to December 25, 2015

	(3 months) FY 2016
DESCRIPTION	
Management Fee / G&A	$ 152,897
Total Ops Office	$ 552,267
Total Toll Operations	$ 2,820,717
TOTAL OFFICE & TOLL PLAZAS	$ 3,525,882
PRICE CREDIT PROVIDED	$ (81,750)
TOTALS	**$ 3,444,132**

FLORIDA TOLL SERVICES - Supplemental Agreement No. 15-02

September 26, 2015 to December 25, 2015

DESCRIPTION		3 months BUDGET
Management Fee / G&A	$	152,897
Labor		
Program Manager	$	52,790
Accounting Manager	$	23,792
Toll Operations Manager	$	39,348
Audit Manager	$	21,998
Support Staff-Program Mgmt	$	129,465
Support Staff-Acctg/Audit	$	39,348
Support Staff-Quality Control Mgr	$	36,603
Support Staff-Clerical/Courier	$	35,112
SUBTOTAL OPERATIONS OFFICE LABOR	$	378,456
Direct Expense		
Telephone	$	11,028
Credit for Long Distance	$	(3,000)
Supplies	$	11,249
Furnishings & Equipment	$	14,289
Vehicles	$	27,306
Tolls & Mileage	$	15,505
Miscellaneous Expense	$	35,929
SUBTOTAL OPERATIONS OFFICE DIRECT EXPENSES	$	112,305
Bonds & Insurance		
Bonds	$	24,874
Insurance	$	36,632
SUBTOTAL BONDS & INSURANCE	$	61,506
TOTAL OPERATIONS OFFICE & MGT. FEE	**$**	**705,165**
Toll Operations Labor		
Plaza Manager	$	193,220
Supervisor	$	684,053
Toll Collector - F/T	$	904,681
Toll Collector - P/T	$	757,518
Training	$	39,330
SUBTOTAL OPERATIONS LABOR	$	2,578,801
Toll Operations Direct Expenses		
Supplies	$	37,029
Uniforms	$	31,290
Copy Machine	$	265
Vehicle	$	5,970
Mileage/Tolls	$	44,972
Other Expenses	$	3,318
Janitorial Services	$	107,371
Couriers	$	11,703
SUBTOTAL OPERATIONS DIRECT EXPENSES	$	241,917
TOTAL TOC TOLL PLAZAS	**$**	**2,820,717**
TOTAL OFFICE & TOLL PLAZAS	**$**	**3,525,882**
PRICE CREDIT PROVIDED	$	(81,750)
TOTALS	**$**	**3,444,132**

FLORIDA TOLL SERVICES - Supplemental Agreement No. 15-02

	FY 2015 BUDGET	0.00%	% Increase in Fixed Items	(Full year) FY 2016 BUDGET	Supplemental 15-01 13 weeks budget 06/26/15 to 09/25/15 25%	Supplemental 15-02 13 weeks budget 09/26/15 to 12/25/15 25%
		2.00%	% Increase in Labor Items			
DESCRIPTION		% Increase	$ Increase			
Management Fee / G&A	$ 611,589	0.00%	$ -	$ 611,589	$ 152,897	$ 152,897
Labor						
Program Manager	$ 207,021	2.00%	$ 4,140	$ 211,161	$ 52,790	$ 52,790
Accounting Manager	$ 93,302	2.00%	$ 1,866	$ 95,168	$ 23,792	$ 23,792
Toll Operations Manager	$ 154,307	2.00%	$ 3,086	$ 157,393	$ 39,348	$ 39,348
Audit Manager	$ 86,268	2.00%	$ 1,725	$ 87,993	$ 21,998	$ 21,998
Support Staff-Program Mgmt	$ 507,705	2.00%	$ 10,154	$ 517,859	$ 129,465	$ 129,465
Support Staff-Acctg/Audit	$ 154,307	2.00%	$ 3,086	$ 157,393	$ 39,348	$ 39,348
Support Staff-Quality Control Mgr	$ 143,541	2.00%	$ 2,871	$ 146,412	$ 36,603	$ 36,603
Support Staff-Clerical/Courier	$ 137,692	2.00%	$ 2,754	$ 140,446	$ 35,112	$ 35,112
SUBTOTAL OPERATIONS OFFICE LABOR	$ 1,484,143	2.00%	$ 29,682	$ 1,513,825	$ 378,456	$ 378,456
Direct Expense						
Telephone	$ 44,110	0.00%	$ -	$ 44,110	$ 11,028	$ 11,028
Credit for Long Distance	$ (12,000)	0.00%	$ -	$ (12,000)	$ (3,000)	$ (3,000)
Supplies	$ 44,994	0.00%	$ -	$ 44,994	$ 11,249	$ 11,249
Furnishings & Equipment	$ 57,155	0.00%	$ -	$ 57,155	$ 14,289	$ 14,289
Vehicles	$ 109,225	0.00%	$ -	$ 109,225	$ 27,306	$ 27,306
Tolls & Mileage	$ 62,019	0.00%	$ -	$ 62,019	$ 15,505	$ 15,505
Miscellaneous Expense	$ 143,716	0.00%	$ -	$ 143,716	$ 35,929	$ 35,929
SUBTOTAL OPERATIONS OFFICE DIRECT EXPENSES	$ 449,219	0.00%	$ -	$ 449,219	$ 112,305	$ 112,305
Bonds & Insurance						
Bonds	$ 99,496	0.00%	$ -	$ 99,496	$ 24,874	$ 24,874
Insurance	$ 146,529	0.00%	$ -	$ 146,529	$ 36,632	$ 36,632
SUBTOTAL BONDS & INSURANCE	$ 246,025	0.00%	$ -	$ 246,025	$ 61,506	$ 61,506
TOTAL OPERATIONS OFFICE & MGT. FEE	$ 2,790,976	1.06%	$ 29,682	$ 2,820,658	$ 705,165	$ 705,165
Toll Operations Labor						
Plaza Manager	$ 757,726	2.00%	$ 15,155	$ 772,881	$ 193,220	$ 193,220
Supervisor	$ 2,682,559	2.00%	$ 53,651	$ 2,736,210	$ 684,053	$ 684,053
Toll Collector - F/T	$ 3,547,767	2.00%	$ 70,955	$ 3,618,722	$ 904,681	$ 904,681
Toll Collector - P/T	$ 2,970,658	2.00%	$ 59,413	$ 3,030,071	$ 757,518	$ 757,518
Training	$ 154,233	2.00%	$ 3,085	$ 157,318	$ 39,330	$ 39,330
SUBTOTAL OPERATIONS LABOR	$ 10,112,943	2.00%	$ 202,259	$ 10,315,202	$ 2,578,801	$ 2,578,801
Toll Operations Direct Expenses						
Supplies	$ 148,115	0.00%	$ -	$ 148,115	$ 37,029	$ 37,029
Uniforms	$ 125,160	0.00%	$ -	$ 125,160	$ 31,290	$ 31,290
Copy Machine	$ 1,061	0.00%	$ -	$ 1,061	$ 265	$ 265
Vehicle	$ 23,878	0.00%	$ -	$ 23,878	$ 5,970	$ 5,970
Mileage/Tolls	$ 179,886	0.00%	$ -	$ 179,886	$ 44,972	$ 44,972
Other Expenses	$ 13,272	0.00%	$ -	$ 13,272	$ 3,318	$ 3,318
Janitorial Services	$ 429,483	0.00%	$ -	$ 429,483	$ 107,371	$ 107,371
Couriers	$ 45,894	2.00%	$ 918	$ 46,812	$ 11,703	$ 11,703
SUBTOTAL OPERATIONS DIRECT EXPENSES	$ 966,749	0.09%	$ 918	$ 967,667	$ 241,917	$ 241,917
TOTAL TOC TOLL PLAZAS	$ 11,079,692	1.83%	$ 203,177	$ 11,282,869	$ 2,820,717	$ 2,820,717
TOTAL OFFICE & TOLL PLAZAS	$ 13,870,668	1.68%	$ 232,859	$ 14,103,527	$ 3,525,882	$ 3,525,882
PRICE CREDIT PROVIDED	$ (327,000)			$ (327,000)	$ (81,750)	$ (81,750)
TOTALS	$ 13,543,668	1.72%	$ 232,859	$ 13,776,527	$ 3,444,132	$ 3,444,132

EXHIBIT "B"

Executive Director Monthly Report
September 10, 2015

The Central Florida Expressway Authority Snapshot Summary for July is attached. The average wait time for the call center exceeded 5 minutes in July. Call center management and staff took vacation and sick time during the last month of their contract with CFX while the transponder swap program was in full swing. A full synopsis of the issue with a corrective action plan is attached.

Presented a summary of the 2040 Master Plan process to the Kissimmee/Osceola County Chamber of Commerce on August 14th.

Attended a National Transportation Forum at Champions Gate on August 18th that examined and evaluated the region's technology and mobility challenges and opportunities and discuss options for maintaining and improving Central Florida's complex transportation network.

Participated in the Central Florida Council of Transportation Leaders meeting on August 18th.

Participated in the Central Florida Partnership Board of Directors Meeting on August 19th.

Keynote speaker for the summer 2015 Women of the Boardroom breakfast on August 21st.

Met with Ms. Cindy Barth, the Orlando Business Journal editor on August 21st.

CFX's financial team refined the Valuation Methodology provided by the Florida Department of Transportation to evaluate sections of SR 417 and SR 429 outside of Orange County and CFX's portion of SR 528.

Met with LYNX staff on August 31st to discuss next month's Intermodal Workshop.

The Innovation Way Interchange Project is proceeding to 100% plans. Staff is coordinating with SLR to work out a schedule for completion.

Staff is coordinating with the engineers for the proposed interchange at SR 414 and Marden Road that has been proposed by the land developers at this site. An agreement between CFX and the land developers will be required before construction begins.

CFX continues to work with All Aboard Florida on final construction plans along a portion of SR 528.

CFX's Traffic & Revenue Consultant is analyzing revenue impacts to CFX due to Maglev, a proposed elevated people mover that may run from the Orange County Convention Center to the Orlando International Airport.

CFX continues to work with the engineering staff of Winter Garden to discuss traffic solutions at S.R. 429 and C.R. 535.

CFX met with Florida Turnpike staff at their request to discuss their schedule for improvements to SR 417 and SR 528: Construction is anticipated to start in June 2016 on SR 417 managed lanes between Seminole County line and SR 434 and SR 528 managed lanes between Turnpike and McCoy Road.

CFX staff toured the Boggy Creek Road/SR 417 interchange construction site in August to learn about the innovative construction techniques being utilized for this project. The tours were led by CFX resident engineer, Don Budnovich. Our construction team shared insights on this innovative project and answered questions. Following the tour, 96% said they had a better understanding of our construction practices, and asked to receive more information about future construction projects.

CFX staff attended/presented at the following meetings this past month:
I-4 Ultimate Progress Meeting – 8/19
Transplex Transportation Planning Conference – 8/24 – 8/25
Lake Sumter MPO Meeting – 8/26
I-4 Ultimate Progress Meeting – 9/2
Casselberry Chamber of Commerce – 9/2
Florida Nurseryman, Growers & Landscapers Association – 9/8

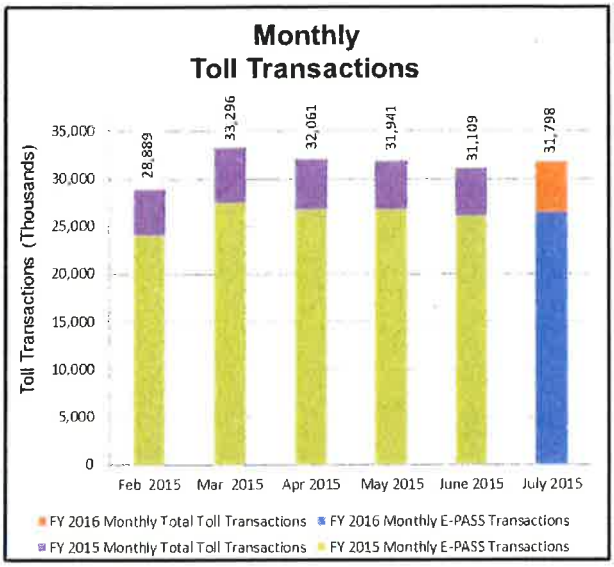
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

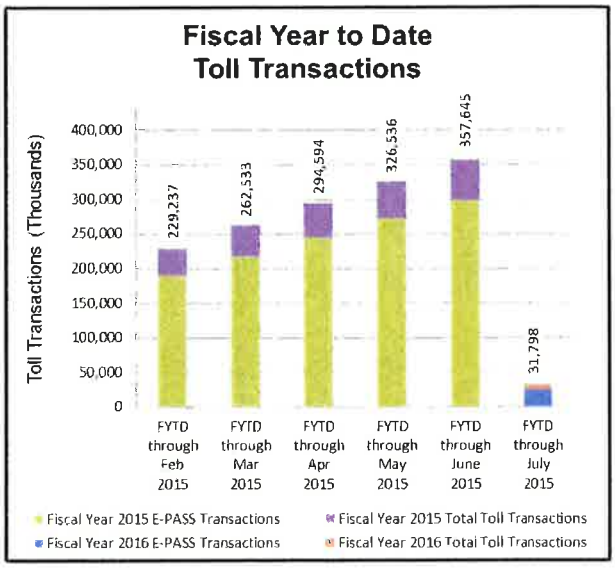
Snapshot Summary — July 2015

SYSTEMWIDE TRAVEL CONDITIONS

Delay Location and Remedy Project				
Delay Number	Delay Location	Planned Work Plan Projects		
		Number	Name	Status
Morning (AM) Peak Direction				
1	SR 408 WB from Mills Avenue to I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
2	SR 408 WB from Semoran Boulevard to Mills Avenue	-	-	Heavy traffic merging. Continue to monitor situation.
3	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
Afternoon (PM) Peak Direction				
3	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
4	SR 528 EB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
5	SR 408 EB approaching I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
6	SR 417 NB between SR 50 and University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016

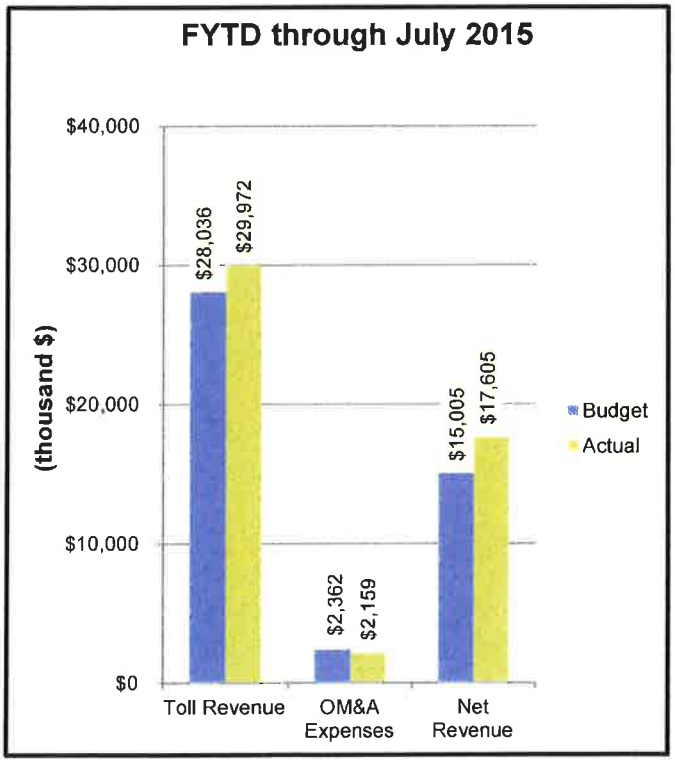
TRAFFIC SUMMARY

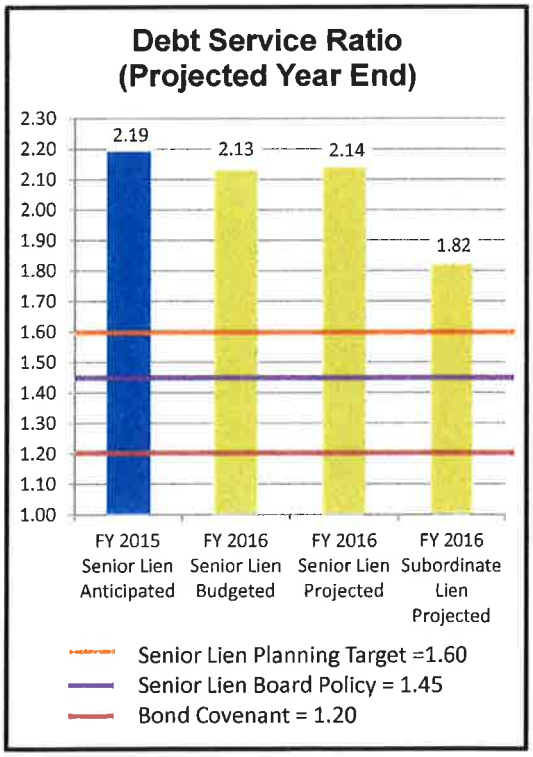




Transactions are shown for the past 6 months.

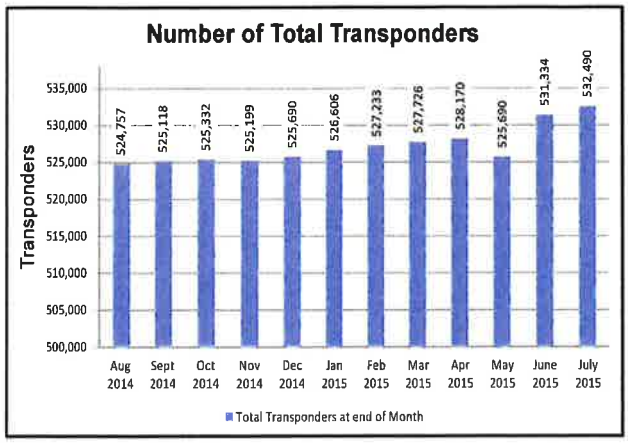
FINANCIAL

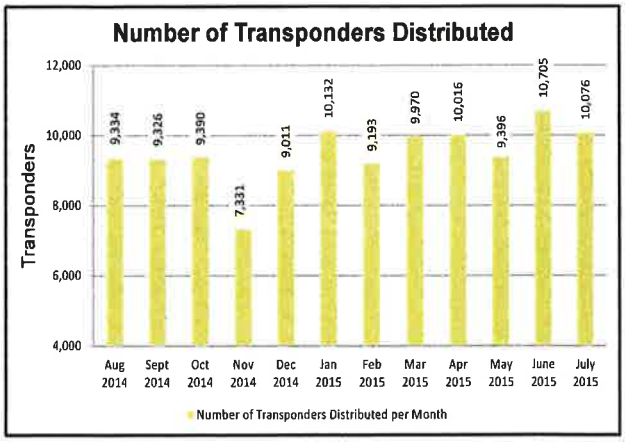


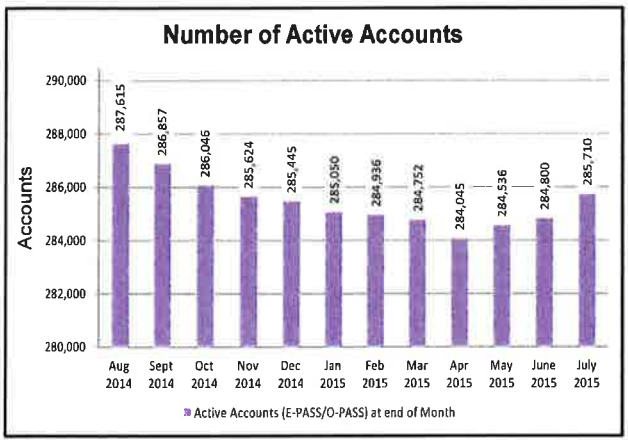


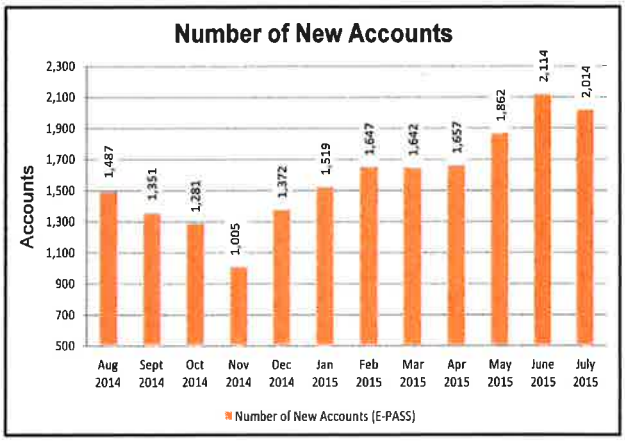
Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the fiscal year ended June 30, 2015.

E-PASS TRANSPONDERS AND ACCOUNTS









Notes:

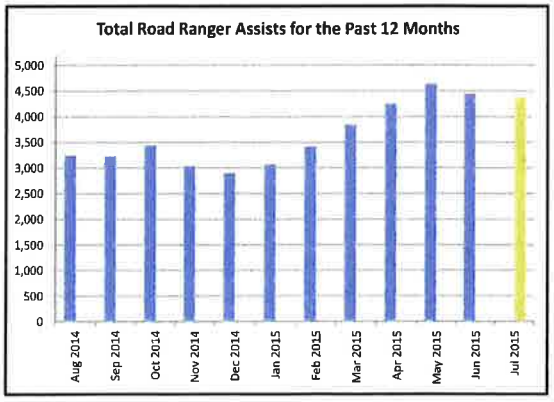
1. Transponder and account information is shown for the past 12 months.
2. Monthly transponders distributed include, but are not limited to new accounts, change in auto ownership, and replacement of old transponders with a newer version or sticker tag.
3. Active accounts are those showing activity within the past year.

CUSTOMER SERVICE

Average E-PASS Service Wait Times for July

	Observed	Goal
Call Center	5 min, 6 sec	< 3 min
East Walk-In Center	2 min, 42 sec	< 5 min
West Walk-In Center	2 min, 25 sec	< 5 min

Road Ranger Assists in July: 4,359



OPERATIONAL IMPROVEMENTS AND SAFETY

Project Highlight

June 2015 was the first operational month of the *Wrong Way Driving Countermeasures Pilot Project*. The pilot project was implemented at the SR 408 Hiawassee Road and Kirkman Road interchanges. During the month of July 2015, there were 2 documented turn-arounds.

The NTP for the design of *Project 599-526, Wrong Way Countermeasures Phase II* was issued in July 2015.

Current and Upcoming Operational / Safety Enhancement Activities

- Project 429-621, SR 429 Guide Sign Replacements (completed June 2015)
- Project 429-654C, SB SR 429 Ramp to CR 535 (under construction)
- Project 528-405, SR 528 Airport Mainline Toll Plaza Demolition (under construction)
- Project 599-620, Systemwide Ramp Striping and Option Lane Arrows (under construction)
- Project 599-729, SR 408 and SR 417 Guide Sign Replacements (under construction)
- Project 417-129, SR 417 Pedestrian Safety Improvements at Landstar (bidding)
- Project 599-126, SB SR 417 to WB SR 528 Ramp Realignment (under design)
- Project 599-525, Systemwide Plaza DMS Upgrades (under design)
- Project 599-616B, Trailblazer Replacement Phase II (under design)
- Project 599-736, Systemwide RPM Replacement (under design)

MAJOR DESIGN AND CONSTRUCTION FUNDED PROJECTS SUMMARY

The schedules reflect the anticipated procurement activities. They are based on the current FY 16-20 Work Plan and are subject to change.

Project No.	Project Name	2015	2016	2017	2018	2019	2020
417-301C	SR 417 / Boggy Creek Road Interchange						
528-405	SR 528 Airport Toll Plaza Demolition						
408-254	SR 408 Eastern Extension PD&E						
417-731A	SR 417 Resurfacing from SR 50 to Orange/Seminole County Line						
429-202	Wekiva Parkway (1A) - US 441 to N of Ponkan Road						
429-203	Wekiva Parkway (1B) - N of Ponkan Road to N of Kelly Park Road						
253F	SR 408 / SR 417 Interchange (Phase I)						
417-733	SR 417 Resurfacing from I-Drive to Moss Park						
429-204	Wekiva Parkway (2B) - N of Kelly Park Rd to CR 437 and Lake County Line						
599-126	SR 417 / SR 528 Ramp Improvements						
TBD	SR 429 Resurfacing from Seidel Road to CR 535						
TBD	SR 528 Resurfacing from SR 436 to Goldenrod Road						
429-205	Wekiva Parkway (2A) - CR 437 to Mt. Plymouth Road						
429-206	Wekiva Parkway (2C) - Lake County Line to SR 46						
528-130	SR 528 / SR 436 Bridge Deck Replacement						
528-131	SR 528 Econ River Bridge						
528-313	SR 528 / Innovation Way Interchange						
599-903	Toll Collection System Upgrade						
408-127	SR 408 Widening from Good Homes Road to East of Hiawassee Road						
TBD	SR 408 Resurfacing from West SR 50 to I-4						
408-128	SR 408 Widening from SR 417 to Alafaya Trail						
TBD	SR 417 Widening from Econlockhatchee Trail to County Line						
TBD	SR 528 Resurfacing from Goldenrod Road to SR 520						
TBD	SR 528 Widening from Narcoossee Road to SR 417						
TBD	SR 408 Resurfacing from East of I-4 to Yucatan Drive						
TBD	SR 414 Resurfacing from SR 429 to US 441						
TBD	SR 417 Resurfacing from Moss Park to Innovation Way						
		FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	

Design Construction PD&E

JULY 2015 CALL CENTER PERFORMANCE REVIEW

Executive Summary

During the month of July the E-PASS call center failed to perform up to the standards that E-PASS customers have come to expect over the years. The problem developed as a result of the contract transition from Xerox to EGIS, lack of management oversight by Xerox in the final month of the contract, and the E-PASS transponder swap program involving almost half of all E-PASS customers. These items caused both a decrease in available contractor management and staff along with an increase in customer demand for service. If these items arose individually they could have been handled during normal operations but when they came together at once the total weight overwhelmed the call center operation and lead to the poor performance.

CFX has been through numerous successful vendor transitions in the past and has also implemented a transponder swap program in the past, so there was a false sense of confidence that these areas could be handled as well if not better this time. However there were some differences with how these processes were handled in the past and by the time the differences/issues manifested themselves there was very little action that could be taken quickly in order to mitigate the problems due to the E-PASS vendor transition and swap program rollout. The poor service reached a peak during the last week of July.

With the new vendor beginning operations on August 1 and providing a renewed management focus and active hiring of replacement staff we began to see improvement with staffing and oversight immediately. Also the initial wave of customer demand brought about by the transponder transition program which began in mid July began to decrease towards the end of the month. We expect to see demand back to normal levels over the next few months as the transponder swap program comes to a conclusion in December. We have already witnessed significant improvement during the month of August and the Toll Operations Department expects to see satisfactory levels of performance return during the month of September.

Background

The E-PASS Call Center has historically provided customers a satisfactory to above average level of service. However during the month of July the call center experienced extreme wait times that dropped the level of service to unacceptable levels. The purpose of this review is to investigate the issues that lead to this breakdown in service, how the level of service will be repaired and how we can prevent a reoccurrence of this situation in the future.

Performance prior to July

During the three months prior to July 2015 the E-PASS call center averaged the following metrics:

1 minute 38 seconds average customer wait time

3 minutes 44 seconds average talk time

4.65% call abandonment rate

Although we did not reach our performance goal of a one minute wait time it appears that it did not seem drive away customers trying to reach us and was in the range of what is reasonably expected by our customers. This can be pointed out by the abandon call rate average of 4.65% during that same period. Some industry metrics for abandonment rate across all types of service desks show 8% as being average. The talk time for the period was better than the historical range of 3:45 to 4:00.

Performance in July

5 minute 6 seconds average customer wait time

3 minutes 44 seconds average talk time

16.13% call abandonment rate

As can be seen in the July call center numbers the average customer wait time escalated to three times the average of the prior months. Also noted is the abandonment rate increased four-fold as well clearly showing that we had failed to provide the level of service our customers had grown accustom to and expected.

Contributing Factors

In analyzing what factors contributed to the poor performance the following primary items have been identified.

Call Center Contract Transition

Primary Issue – The E-PASS staffing contract with Xerox was in its last month of operation. The transition of operations to the new vendor was to begin as of August 1. Various issues developed in the responsiveness of keeping staffing levels up along with a lack of direction and focus from the contractor's project team. A large number of staff took vacation and sick leave prior to the contract expiring. The Xerox employee handbook does not allow for employees to be paid for any leave time, both vacation or sick, upon separation from the company. Many employees state they were not aware of this and felt they were not being treated fairly so many did what they felt they needed to do which was take vacation and sick time immediately, prior to the end of July and termination from Xerox employment.

When CFX staff became aware of the issue we met with CFX legal staff to see if this policy of losing time off, specifically annual leave, was legal but we were informed that it was a legal policy as long as it is spelled out in their employee handbook. Since all Xerox employees where

in the same situation, Xerox project management approved the requests. This factor contributed to a 17% reduction in call center staffing hours for the month of July as compared to June. In addition to the reduced staffing was also the lack of supervisory oversight. Just like the front line staff, the supervisory staff was taking time off as well, which lead to a lack of oversight of the employees who were actually working. Due to the reduced supervisory personnel to monitor staff and work flow, productivity declined off an already reduced work force, exacerbating the situation.

Secondary Issue – Due to issues affecting pay rates for some Xerox employees, CFX decided early in 2015 to put the contract back out to bid after not receiving an adequate response to numerous formal and informal requests to rectify the situation. In doing so, CFX toll operations staff tried to coincide the new vendor contract start date with the Xerox termination date as had been done in the past with other contractors. However in hindsight, even though in the past this was done with no issues, we should have overlapped the contracts. This would have allowed us to transition staff over a period of time and reduce or eliminate issues related to hiring replacement staff and scheduling vacation and sick leave requests. There would have been additional costs with this approach, however it should have allowed us to better handle the situation. In the future we will allow for the contract overlap to take place.

E-PASS Transponder Swap Program

The E-PASS transponder swap program kicked off in July with direct mail and email communications being sent out to almost half of all existing E-PASS customers. Even though this program was outsourced to a third party for fulfillment and due care was taken to reduce the number of calls to the E-PASS call center, this program generated a wave of additional calls regarding the program. These additional calls essentially took a bad situation and made it worse. Not only was the call center understaffed and under supervised due to issues previously discussed; but now we had inadvertently added additional volume.

Lessons Learned

In reviewing what could have been done differently, CFX toll operations staff has identified the following. Even though CFX toll operation staff had successfully completed a prior transponder swap program of the same magnitude, in hindsight a significant difference stands out. In the past program, the customer was not required to take any action to participate. The transponders were mailed directly to the customer and all they needed to do was place them on the vehicle. Under the new program, the customer was required to make a selection of the type of transponder they wished to receive and then once they received the transponder in the mail they were required to also activate the transponder via website, phone or IVR. These required actions which were not part of the past programs caused a certain percentage of customers to have questions and many chose to call the E-PASS call center rather than the number or website provided to them on the customer communication pieces.

Even though these slight differences in the program were done to take into consideration customer service by allowing the customer to choose their transponder and also protect the customer from unauthorized use of their transponders, they added complexity to the process which should have been better identified and managed. The basic process used for the transponder swap was sound and with additional refinements it could be improved even further. When actions taken will effect a large portion of the E-PASS customer base they should either be staggered over an appropriate period of time based on the percentage that is effected or the appropriate additional staff should be brought on well in advance of the action.

Customer Service Today

Almost immediately when the new vendor began operations on August 1, we began to see improvement. Staff was brought on to replace vacancies, supervisory staff was available and ready to work and a new sense of urgency was put forth by the new vendor. Even though our service levels for August were below the level of service we wish to provide, the new contractor reduced the average customer wait time almost in half compared to July, coming in at two minutes and forty-one seconds. A tremendous improvement based on what they were left with from the prior month. Working with the new vendor we are evaluating various areas of improvement using work flow mapping and bringing in technology when it is appropriate. Some examples of new and innovative ideas we are looking at is the installation of real time call center monitors to be mounted in the call center allowing all staff to know at a glance the level of service being provided. In addition, software enhancements such as instant messaging and real time employee monitoring software, IQ 360, will be used. Instant messaging will allow timely feedback to staff questions and aide in improving call wait times. IQ 360 will allow the contractor to evaluate customer service representatives call performance in real time allowing that information to then be provided directly to staff on the phones correcting any deficiencies prior to the next customer call. Electronic check processing is currently being evaluated to also speed up back office processing to allow reallocation of staff from back office duties to the call center. Call center space will be redesigned to allow for more efficient work flow and work force growth.

In addition we have made some minor processing and operational changes with the E-PASS swap program to allow for better customer service processing. Some of those changes were made to allow for automated call transfers from the E-PASS call center to the swap call center, additional communication in transponder packaging and modified communication pieces to hopefully provide better service with the transponder swap program.

The average wait time has been reduced to one minute forty-seven seconds in September so far, currently a 35% reduction from August. I believe that the issues that arose in July have come to pass and I expect that we will return to a level of service our customers are familiar with in September and hopefully continue to improve to greater heights in the future.

EXHIBIT "C"

Central Florida Expressway Authority

Ethics Policy Compliance Review

June 2015

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Executive Summary

Overview

The Central Florida Expressway Authority Board adopted a new Code of Ethics in March 2015 to enact the Florida Code of Ethics (Florida Statutes, Chapter 112, Part III) as the Authority's standard of conduct for board members, employees, and vendors. The new Code of Ethics also adopts the political activity standards of Florida Statutes, Section 104.31, and the ethical standards of Section 348.753. In accordance with the fiscal year 2015 Internal Audit Plan, Internal Audit performed an Ethics Policy Compliance Review of the Authority's newly adopted Code of Ethics.

Objectives

Due to the new Code of Ethics only being in place for three months prior to the audit, the objectives of the audit were to (1) review the Authority's Code of Ethics for compliance with applicable Florida law; (2) review the Authority's ethics compliance process and monitoring controls for design effectiveness; and (3) identify opportunities and develop recommendations for improving the Authority's ethics compliance monitoring process.

Scope and Approach

The Ethics Policy Compliance Review was performed using the following approach:

1. Reviewed the Authority's Code of Ethics and the following Florida Statutes to identify the ethics requirements:
    a. Chapter 112, Part III
    b. Chapter 348.753
    c. Section 104.31
2. Reviewed the Authority's processes for monitoring and implementing the Code of Ethics by evaluating the following processes:
    a. Communication and Awareness
    b. Training and Reinforcement
    c. Change Management
    d. Ethics Violation Monitoring
    e. Penalties and Enforcement
3. Identified opportunities and developed recommendations for improving the Authority's ethics compliance process and internal controls.

No internal control testing was performed as part of this review.

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Summary of Key Areas Reviewed and Results

Internal Audit evaluated the Authority's ethics compliance processes, internal controls, and implementation plans for design effectiveness based on the requirements of the Authority's Code of Ethics and the applicable Florida Statutes. Based upon the work performed, **four** enhancement opportunities were identified that would strengthen the Authority's overall ethics compliance process and internal control environment. The table below provides an overview of the areas reviewed and the observations identified.

Key Areas Reviewed	Procedures Performed	Number of Observations	Observation Reference
Policies and Procedures	✓ Reviewed the Authority's ethics policy and applicable Florida Statutes. ✓ Interviewed key personnel to gain an understanding of the Authority's ethics compliance processes. ✓ Evaluated design effectiveness of compliance processes based on regulatory and policy requirements.	2	1,4
Communication and Awareness	✓ Identified the Authority's communication methods to internal and external parties regarding ethics requirements. ✓ Evaluated communication methods for efficiency and effectiveness based on the target audience.	2	2,3
Training and Reinforcement	✓ Identified Authority's ethics training and ongoing education processes. ✓ Evaluated training and education processes for design effectiveness.	0	N/A
Change Management	✓ Reviewed and evaluated the Authority's internal controls for changes to the Code of Ethics and related procedures.	0	N/A
Violation Monitoring	✓ Identified opportunities available for reporting alleged ethics violations to the Authority. ✓ Reviewed the Authority's monitoring and investigation processes for ethics concerns and alleged violations.	0	N/A
Penalties and Enforcement	✓ Interviewed key personnel regarding the Authority's disciplinary actions, penalties, and violation reporting requirements.	0	N/A
	TOTAL:	4	

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Detailed Observations

Policies and Procedures

Communication and Awareness

Observation 1 – Conflict of Interest Disclosure Process

Relative Priority: *High*

Florida Statute Section 348.753(8) states that the Authority's board members, employees, and consultants who hold positions that may influence Authority decision should refrain from engaging in any relationship that may adversely affect their judgment in carrying out Authority business. To prevent such conflicts of interest and facilitate a monitoring process, Florida Statutes and the Authority's Code of Ethics require that board members, employees, and consultants disclose potential conflicts of interest annually.

To comply with the conflict of interest statute requirement, the Authority developed a conflict of interest disclosure form to be disseminated to all board members, employees, and consultants annually. The Authority's department managers identify the consultants that provide professional services within their department and distribute the disclosure form to applicable consultants. The legal department distributes the disclosure form to Board members and employees. All completed disclosure forms are submitted to the Authority's Executive Assistant, who tracks responses in an Excel document. Supplemental information necessary to complete the form, such as listings of Orange County and City of Orlando registered lobbyists and corridor maps with ownership listings, is included in the distribution of the disclosure form.

The review of the conflict of interest disclosure process identified the following areas for improvement:

1. Although the conflict of interest disclosure form and excerpts of the Florida Statutes are sent to the Authority's consultants, the Authority has not provided consultants with formal instruction on how to complete the form. For example, the Authority has not provided guidance on how consultants should respond to questions that are geared towards an individual and not the company, such as the disclosure of relatives.
2. The process to distribute and monitor receipt of the disclosure forms is manual and decentralized. Due to the number of consultants that may be required to complete and submit the disclosure form, automating and centralizing this process to one department would increase efficiency and allow management to quickly identify board members, employees, and consultants who have not complied with the requirement.
3. The Authority has established the disclosure requirements based on Florida Statutes; however, the Authority has not established a process to enforce the requirements and to hold vendors accountable for completing and returning the disclosure form.

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Detailed Observations

Policies and Procedures

Communication and Awareness

Observation 1 – Conflict of Interest Disclosure Process

Relative Priority: ***High***

Recommendation

1. To improve the disclosure process and set clear expectations, the Authority should define and document instructions for completing the conflict of interest disclosure form, including the expectation that one form should be completed for the firm/company, guidance on answering questions geared toward an individual, and the objective of the Florida Statute requirement.

2. The Authority should consider automating the distribution and monitoring processes for the disclosure form through development of a Conflict of Interest Reporting portal on the company's website. The website can host the disclosure form, instructions, deadline, and supplemental information (corridor maps, ownership listings, etc.); allow users to upload the completed disclosure form; and facilitate tracking and retention of responses received. The Authority should consider centralizing the disclosure process by selecting one department to manage distribution and tracking of the disclosure forms. Based on the current structure of the Authority and the process in place, the Procurement Department would be well-equipped to distribute the notification to consultants to complete the disclosure form and track and retain responses.

3. The Authority should define and document consequences for consultants that do not return the completed conflict of interest disclosure form, including the penalties that may be imposed by the Authority. The Authority should consider withholding vendor payments if the consultant is not responsive to the Authority's request to complete the form, which is similar to the enforcement process in other areas of the organization.

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Detailed Observations

Policies and Procedures

Observation 1 – Conflict of Interest Disclosure Process
Relative Priority:* *High

Management Response

Concur.

Communication and Awareness

Management Action Plan

1. The Authority will define and document instructions for completing the conflict of interest disclosure form as recommended.

2. The Authority will develop a Conflict of Interest Reporting portal to automate the distribution and monitoring process for conflict of interest disclosure forms. The Authority will centralize the process to manage distribution and tracking of the disclosure forms to the Procurement Department.

3. The Authority will define and document consequences for consultants that are not responsive to the Authority's request to complete the disclosure form.

Action Plan Owner / Due Date

Laura Kelley, Executive Director / May 1, 2016

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Detailed Observations

Policies and Procedures

Communication and Awareness

Observation 2 – Registered Lobbyist Definition

Relative Priority: *Medium*

Florida Statute Section 348.753(8)(b) states that the Authority's board members, employees, and consultants must disclose whether a relative is a registered lobbyist, and if so, disclose the names of the lobbyist and the lobbyist's clients.

The Authority has defined the term "registered lobbyist" within the Code of Ethics as any person who shall engage in lobbying for compensation for (1) an entity other than his or her employer; or (2) for any entity including his or her employer if a principal function of his or her position is lobbying or governmental relations; and (3) is registered with any local jurisdiction represented on the Authority's Board.

The City of Orlando and Orange County have established a process for lobbyist registration; however, Lake County, Osceola County, and Seminole County do not require lobbyist registration. Therefore, lobbyists in Lake, Osceola and Seminole County may not meet the definition of "registered lobbyists" as established by the Authority. Based on these circumstances, there is a potential for non-disclosure of relationships with a lobbyist in Lake, Osceola, or Seminole.

Recommendation

The Authority's management and Board should review the previous discussions regarding the definition of "registered lobbyists" and determine if the current definition should be revised to better address the objectives of the Florida Statute.

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Detailed Observations

Policies and Procedures

Observation 2 – Registered Lobbyist Definition
Relative Priority: *Medium*

Management Response

Concur.

Communication and Awareness

Management Action Plan

The Authority will review previous Board discussions and discuss further, as needed, to determine if the registered lobbyist definition should be revised.

Action Plan Owner / Due Date

Laura Kelley, Executive Director / May 1, 2016

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Detailed Observations

Policies and Procedures

Communication and Awareness

Observation 3 – Code of Ethics Communication

Relative Priority: *Medium*

The Authority's employees and vendors must acknowledge that they have reviewed, understand, and will/have complied with the Authority's Code of Ethics. Employees sign a Certificate of Completion annually to acknowledge completion of the annual ethics training and compliance with the Authority's Code of Ethics. At the inception of a contract, vendors must sign the Acknowledgement of Standard of Conduct and Code of Ethics form to acknowledge their review of the Code of Ethics and adherence to the requirements of the policy.

However, Board members do not certify their understanding or compliance with the Code of Ethics, which is inconsistent with the process in place for employees and vendors.

Additionally, the Authority has not developed a process to notify vendors of modifications to the Code of Ethics, subsequent to the inception of their contract.

Recommendation

Board Members should sign an annual ethics certification to acknowledge their understanding and adherence to the Code of Ethics. This will exhibit the Authority's focus on the tone at the top.

Additionally, the Authority should consider notifying vendors when the Code of Ethics has been modified to ensure vendors are aware of any new compliance requirements. Vendors should reaffirm their understanding and compliance with the newly adopted Code of Ethics by signing a new Acknowledgement of Standard of Conduct and Code of Ethics.

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Detailed Observations

Policies and Procedures

Observation 3 – Code of Ethics Communication
Relative Priority: *Medium*

Management Response

Concur.

Communication and Awareness

Management Action Plan

The Authority will require Board members to certify their understanding and compliance with the Code of Ethics annually. Going forward, the Authority will notify vendors when the Code of Ethics is modified and require that each vendor sign a new Acknowledgement of Standard of Conduct and Code of Ethics.

Action Plan Owner / Due Date

Laura Kelley, Executive Director / May 1, 2016

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Detailed Observations

Policies and Procedures

Communication and Awareness

Observation 4 – Ethics Compliance Procedures

Relative Priority: *Medium*

The Authority's Ethics Policy follows the State of Florida Code of Ethics. However, there are no written procedures documenting the Authority's ethics compliance monitoring process. Written procedures are an integral component of the infrastructure surrounding each critical business process. Procedures help govern, in writing, the actions necessary to fulfill the organization's policy for operations. Procedures provide guidance in the pursuit of achieving the objectives of the process, help reduce misunderstanding, and increase distribution of pertinent information to those involved in the process.

Recommendation

The Authority should consider developing written "desktop" procedures that clearly define and document key aspects of the Authority's ethics activities, including:

- Conflict of interest disclosure process
- Training and ongoing education
- Compliance review process
- Penalties for violations

Management Response

Concur.

Management Action Plan

The Authority will develop written procedures to document the Authority's ethics activities and compliance monitoring processes.

Action Plan Owner / Due Date

Laura Kelley, Executive Director / May 1, 2016

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Central Florida Expressway Authority

2013 COSO Framework Governance Review

June 3, 2015

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Executive Summary

Overview

In accordance with the fiscal year 2015 Internal Audit Plan, Internal Audit performed a review of the governance structure at the Central Florida Expressway Authority (the Authority) using the Committee of Sponsoring Organizations of the Treadway Commission (COSO) 2013 Internal Control – Integrated Framework as a guide to perform the review. The COSO 2013 Framework is one of the most widely used internal control frameworks in the world and contains leading practice guidance for establishing effective governance procedures and internal controls.

Originally formed in 1985, COSO is a joint initiative of five private sector organizations (the IIA, AICPA, IMA, FEI, and American Accounting Association) and is dedicated to providing thought leadership through the development of frameworks and guidance on enterprise risk management, internal control, and fraud deterrence.

On May 14, 2013, COSO released an updated version of the Internal Control - Integrated Framework that was first published in 1992 to assess and report on the design and operating effectiveness of an organization's internal controls. The updated 2013 COSO Framework outlines 17 principles and provides 77 supporting points of focus within each of the five foundational components of internal control: control environment, risk assessment, control activities, information and communication, and monitoring activities.

Objectives

The objective of the review was to provide recommendations to enhance the Authority's overall governance through the identification of entity-level control design opportunities that might exist when comparing existing structure to the 2013 COSO Framework of leading practices.

Scope and Approach

Internal Audit performed the following activities to complete the 2013 COSO Framework Governance review:

1. Reviewed existing governance documentation and conducted interviews with key personnel to obtain an understanding of current state governance structure, policies, procedures, and internal controls.
2. Documented and compared the Authority's governance processes to the 17 COSO principles and 77 points of focus.
3. Reviewed internal control documentation to evaluate the Control Design Effectiveness of governance controls in place at CFX.
4. Identified opportunities and developed recommendations for enhancing the CFX governance structure.

No internal control testing was performed as part of this review.

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Summary of Results

Internal Audit reviewed and identified approximately 80 well-designed governance controls currently in place at the Authority covering the 17 principles within the COSO Framework. Overall, the Authority has many of the governance related controls typically seen within a publicly traded company environment. This is commendable as the Authority has not performed an assessment of this nature in previous years.

Based upon the results of the review, Internal Audit identified the following six opportunities for CFX to consider to enhance the governance structure:

Control Environment

- Consider realignment of the public records process
- Perform an annual training needs assessment and formalize the training request process
- Enhance the annual performance evaluation process to include employee self-assessment and goal-setting activities

Control Activities

- Update Human Resources and Informational Technology (IT) desktop procedures

Information and Communication

- Develop Board and Committee checklists to monitor compliance with responsibilities
- Post the internal ethics hotline information on the intranet

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Summary of COSO Framework

COSO Components	Principles	# of Points of Focus
CONTROL ENVIRONMENT	• Demonstrates commitment to integrity and ethical values	4
	• Exercises oversight responsibility	4
	• Establishes structure, authority and responsibility	3
	• Demonstrates commitment to competence	4
	• Enforces accountability	5
RISK ASSESSMENT	• Specifies relevant objectives	5
	• Identifies and analyzes risk	5
	• Assesses fraud risk	4
	• Identifies and analyzes significant change	3
CONTROL ACTIVITIES	• Selects and develops control activities	6
	• Selects and develops general controls over technology	4
	• Deploys through policies and procedures	6
INFORMATION & COMMUNICATION	• Uses relevant information	5
	• Communicates internally	4
	• Communicates externally	5
MONITORING ACTIVITIES	• Conducts ongoing and/or separate evaluations	7
	• Evaluates and communicates deficiencies	3

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Detailed Observations

COSO Principle and POF	Observation	Recommendation	Significance	Management Response / Owner / Due Date
Control Environment				
Principle 2. Board Exercises Oversight Responsibility Over Internal Control POF 5: Establishes oversight responsibilities	Based on leading practice, public records management is generally performed by one of the following departments: 1. Communications Department 2. Legal Department 3. Centralized Records Office that stores all public documents 4. Department liaisons Currently, the Authority's public records function is managed by the Procurement Department, which utilizes department liaisons to aid in responding to complex public records requests.	The Authority should consider revising the management of public records to align with leading practice, if the realignment would improve the efficiency or effectiveness of the public records process. To align with leading practice, the Authority should consider designating responsibility for public records management to the Communications or Legal Department.	Low	The Authority has realigned the public records management function to report to the Communications Department. Laura Kelley, Executive Director Complete
Principle 4. Demonstrates Commitment to Competence POF 13: Evaluates competence and addresses shortcomings	The Authority's department managers identify staff training needs and approve the training. Although staff training budgets are included in the Human Resource (HR) budget, the Human Resource department does not monitor the training needs of the organization. Leading practice is for Human Resources to perform periodic assessments of the training needs across the organization to promote development, competency, and continuing education. Additionally, a formalized training request process is not in place to document the business reason for each training expenditure and to ensure the appropriate approvals are obtained.	To incorporate leading practice, the Authority should perform an annual training needs assessment during the performance evaluation process to identify development opportunities throughout the organization. The Authority should also develop an HR Training Request Form to document the business reason for each training, cost, attendees, and Human Resources approval. The addition of the form will formalize the oversight process for training requests and help ensure training expenditures align with business needs, goals, and budgetary restrictions.	Medium	Concur. Heidi Klingensmith, Human Resources Manager 12/31/2015

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Detailed Observations

COSO Principle and POF	Observation	Recommendation	Significance	Management Response / Owner / Due Date
Control Environment				
Principle 5. Enforces Accountability POF 17: Establishes performance measures, incentives, and rewards	Annual employee performance evaluations are completed by each employee's supervisor and reviewed with the employee. Employees are allowed to provide documented responses and comments within the evaluation form. However, there is an opportunity to improve the effectiveness of the performance evaluation and employee accountability through annual employee goal-setting discussions.	A leading practice is to incorporate employee goal-setting into the annual performance evaluation process. The employee's progress against goals can then be tracked and evaluated annually to create accountability in the performance evaluation process. To accomplish this, the Authority should implement an employee self-review and questionnaire in the evaluation form to facilitate employee involvement in the evaluation process. The self-review and questionnaire should be focused on obtaining feedback from employees regarding their perception of performance, areas for improvement, career development goals, and training needs.	Medium	Concur. Heidi Klingensmith, Human Resources Manager 12/31/2015

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Detailed Observations

COSO Principle and POF	Observation	Recommendation	Significance	Management Response / Owner / Due Date
Control Activities				
Principle 12. Deploys Controls through Policies and Procedures POF 48: Establishes policies and procedures to support deployment of management's directives	Written procedures are an integral component of the infrastructure surrounding each critical business process. Procedures help govern, in writing, the actions necessary to fulfill the organization's policy for operations The IT and HR departments have not updated desktop procedural documents with the appropriate level of detail to provide guidance in the pursuit of achieving the objectives of the process, help reduce misunderstanding, and increase distribution of pertinent information to those involved in the process.	The Authority should identify and update the desktop procedures for key processes within the IT and HR departments to include the appropriate level of detail. The Desktop Procedures should allow anyone generally competent for the position to perform the job duties.	Medium	Concur. Heidi Klingensmith, Human Resources Manager Joann Chizlett, Director of Information Technology 2/28/2016

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Detailed Observations

COSO Principle and POF	Observation	Recommendation	Significance	Management Response / Owner / Due Date
Information and Communication				
Principle 14. Communicates Internally POF 60: Communicates with the board of directors	The Authority's Audit Committee Charter, detailing the responsibility of the committee, has been summarized and developed into a checklist to enable ease of monitoring the Audit Committee's compliance with the requirements of the charter. However, the Authority has not developed checklists to aid the Board, Finance Committee, Operations Committee, and Right of Way Committee in monitoring compliance with their respective responsibilities.	As a leading practice to help Board members and committee members ensure they fulfill their responsibilities on an annual basis, the Authority should establish checklists that summarize key requirements and responsibilities of the Board, Finance Committee, Operations Committee, and Right of Way Committee. The Authority's Recording Secretary for the Board and Committees should use the checklist to monitor compliance and notify the Board and the Committees of upcoming compliance activities.	High	Concur. Laura Kelley, Executive Director 9/30/2015
Principle 14. Communicates Internally POF 61: Provides separate communication lines	The Authority has a whistleblower hotline (the "Make A Difference" hotline) for employees to anonymously report allegations of fraudulent or unethical behavior to the independent administrator. The whistleblower hotline contact information is posted in the Authority's employee break room and Employee Handbook. Leading practice for ethics hotline communication is to also post the hotline information on the internal intranet.	To enhance communication and awareness, the Authority should consider posting the Make A Difference hotline contact information on the organization's internal intranet to reflect leading practice and to allow for convenient, easy access to the information.	Low	Concur. Laura Kelley, Executive Director 8/30/2015

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Appendix

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Appendix – 2013 COSO Framework

Control Environment			
Principles		Points of Focus	
1	Demonstrates a Commitment to Integrity and Ethical Values	1	Sets the tone at the top
		2	Establishes standards of conduct
		3	Evaluates adherence to standards of conduct
		4	Addresses deviations in a timely manner
2	Board Exercises Oversight Responsibility Over Internal Control	5	Establishes oversight responsibilities
		6	Applies relevant expertise
		7	Operates independently
		8	Provides oversight of the system of internal control including Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring Activities
3	Management Establishes Structures, Authorities and Responsibilities	9	Considers all structures of the entity
		10	Establishes reporting lines
		11	Defines, assigns, and limits authorities and responsibilities
4	Demonstrates Commitment to Competence	12	Establishes policies and practices
		13	Evaluates competence and addresses shortcomings
		14	Attracts, develops, and retains individuals
		15	Plans and prepares for succession
5	Enforces Accountability	16	Enforces accountability through structures, authorities and responsibilities
		17	Establishes performance measures, incentives, and rewards
		18	Evaluates performance measures, incentives, and rewards for ongoing relevance
		19	Considers excessive pressures
		20	Evaluates performance and rewards or disciplines

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Appendix – 2013 COSO Framework

Risk Assessment			
Principles		Points of Focus	
6	Specifies Suitable Objectives	21a	Reflects management's choices
		22a	Considers tolerances for risk
		23	Includes operations and financial performance goals
		24	Forms a basis for committing of resources
		21b	Complies with applicable accounting standards
		22b	Considers materiality
		25	Reflects entity activities
		21c	Complies with externally established standards and frameworks
		22c	Considers the required level of precision
		25	Reflects entity activities
7	Identifies and Analyzes Risks	21a	Reflects management's choices
		22c	Considers the required level of precision
		25	Reflects entity activities
		21d	Reflects external laws and regulations
		22a	Considers tolerances for risk
		26	Includes entity, subsidiary, division, operating unit, and functional levels
		27	Analyzes internal and external factors
		28	Involves appropriate levels of management
		29	Estimates significance of risks identified
		30	Determines how to respond to risks

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Appendix – 2013 COSO Framework

Control Activities			
Principles		Points of Focus	
10	Selects and Develops Control Activities	38	Integrates with risk assessment
		39	Considers entity-specific factors
		40	Determines relevant business processes
		41	Evaluates a mix of control activity types
		42	Considers at what level activities are applied
		43	Addresses segregation of duties
11	Selects and Develops General Controls over Technology	44	Determines dependency between the use of technology in business processes and technology general controls
		45	Establishes relevant technology infrastructure control activities
		46	Establishes relevant security management process control activities
		47	Establishes relevant technology acquisition, development, and maintenance process control activities
12	Deploys Controls through Policies and Procedures	48	Establishes policies and procedures to support deployment of management's directives
		49	Establishes responsibility and accountability for executing policies and procedures
		50	Performs in a timely manner
		51	Takes corrective action
		52	Performs using competent personnel
		53	Reassesses policies and procedures

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Appendix – 2013 COSO Framework

Information and Communication			
Principles		Points of Focus	
13	Uses Relevant Information	54	Identifies information requirements
		55	Captures internal and external sources of data
		56	Processes relevant data into information
		57	Maintains quality throughout processing
		58	Considers costs and benefits
14	Communicates Internally	59	Communicates internal control information
		60	Communicates with the board of directors
		61	Provides separate communication lines
		62	Selects relevant method of communication
15	Communicates Externally	63	Communicates to external parties
		64	Enables inbound communications
		65	Communicates with the board of directors
		66	Provides separate communication lines
		67	Selects relevant method of communication

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Appendix – 2013 COSO Framework

Monitoring Activities			
Principles		Points of Focus	
16	Conducts Ongoing and/or Separate Evaluations	68	Considers a mix of ongoing and separate evaluations
		69	Considers rate of change
		70	Establishes baseline understanding
		71	Uses knowledgeable personnel
		72	Integrates with business processes
		73	Adjusts scope and frequency
		74	Objectively evaluates
17	Evaluates and Communicates Deficiencies	75	Assesses results
		76	Communicates deficiencies
		77	Monitors corrective actions

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Proven Delivery.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit Plan
For the Fiscal Year Ending June 30, 2016

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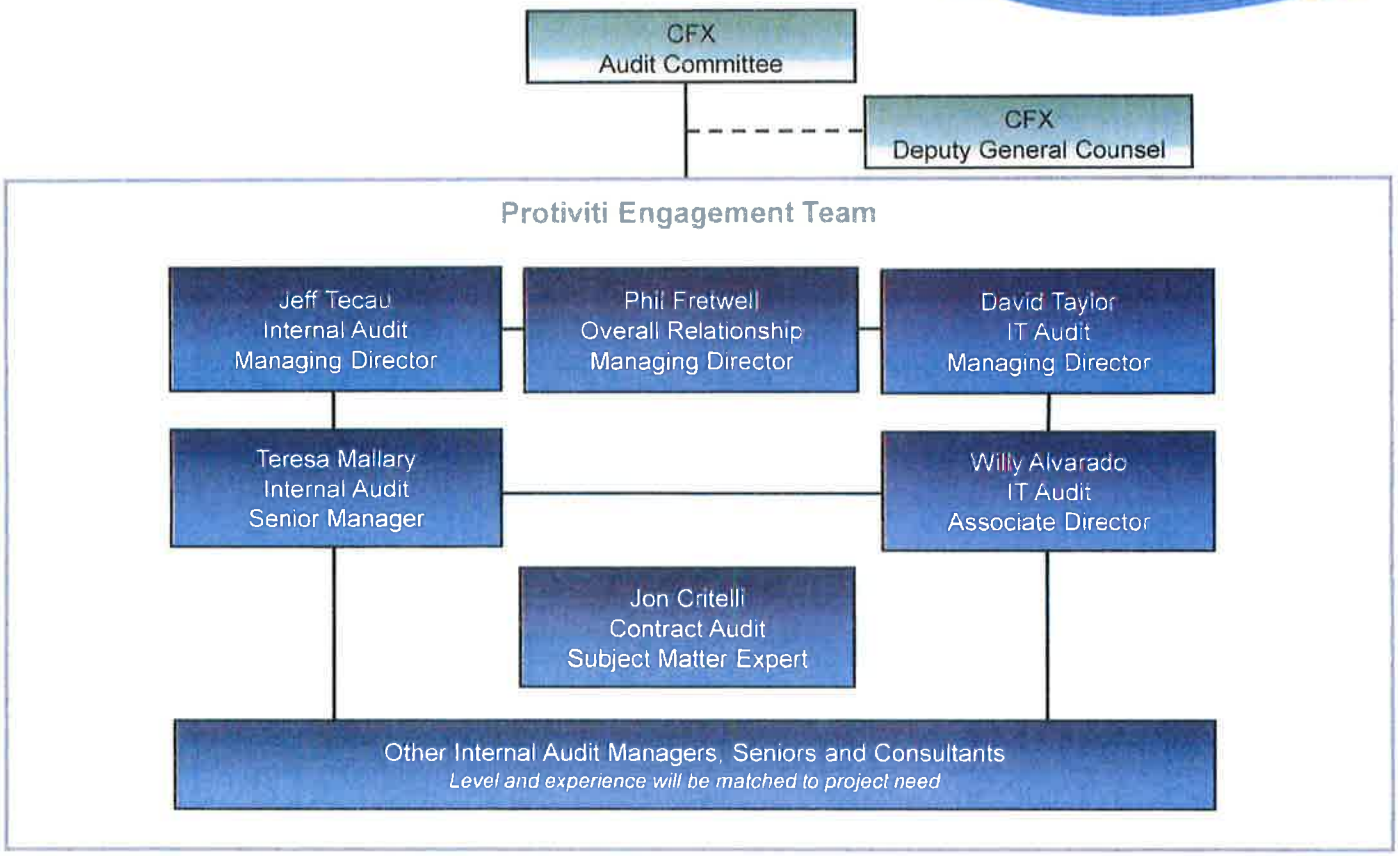
Your Internal Audit Team



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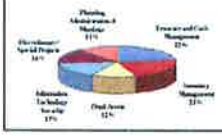
Background

Risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2016 risk assessment was to identify and prioritize key areas of risk within the Authority to consider in designing the fiscal 2016 Internal Audit plan. The approach utilized in conducting the fiscal 2016 risk assessment and in developing the fiscal 2016 Internal Audit plan is depicted below:

	Identify Key Areas of Risk to be Assessed	-Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with senior management and the Board -Determine preliminary risk ratings based upon prior year results
	Assess & Prioritize Areas of Risk	-Conduct interviews with management to confirm and validate the current enterprise risk model to gain additional insight around risk trending, key changes in the organization, and key initiatives -Aggregate and compile resulting information -Provide a graphical representation of enterprise risks on a risk heat map to prioritize areas of risk
	Select Focus Areas	- Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for 2016 - Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus
	**Develop & Approve Audit Plan**	-Establish high-level scoping statements and levels of effort for proposed projects -Finalize budget allotments and propose projects for Audit Committee approval -Finalize proposed timing for selected projects -Finalize Internal Audit plan and obtain Audit Committee approval

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Interview List

The following Twenty-Six (26) individuals were interviewed to gather information to develop the fiscal year 2016 Internal Audit plan:

Name	Title
Welton Cadwell	Board Chairman
Eric Gassman	Audit Committee Chairman
Scott Boyd	Board Vice Chairman
Brenda Carey	Board Secretary-Treasurer
Mayor Buddy Dyer	Board Member
Fred Hawkins	Board Member
Walter Ketcham	Board Member
Jay Madara	Board Member
Michael Scheeringa	Board Member
Mayor Teresa Jacobs	Board Member
Laura Kelley	Executive Director
Joe Berenis	Deputy Executive Director
Joe Passiatore	General Counsel

Name	Title
Linda Lanosa	Deputy General Counsel
Lisa Lumbard	Interim Chief Financial Officer
Claude Miller	Director of Procurement
Joann Chizlett	Director of Information Technology
Ben Dreiling	Director of Construction & Maintenance
Hedi Klingensmith	Manager of Human Resources
Corey Quinn	Director of Expressway Operations
Glenn Pressimone	Project Manager, Engineering
Iranetta Dennis	Director of Development
Michelle Maikisch	Director of PR and Communications
David Wynne	Director of Toll Operations
Rene Rodrigue	Information Security Manager
Dan Goff	Vendor; FTS Project Manager

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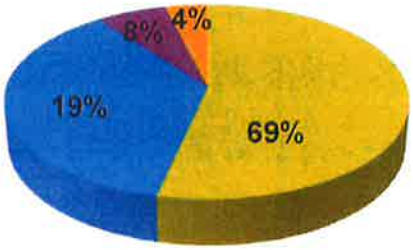
Fiscal 2016 Internal Audit Plan Overview

The fiscal 2016 Internal Audit budget as approved by the Audit Committee is $389,000, including the PCI Assessment of $65,100 . The projects suggested by Internal Audit for inclusion in the 2016 plan, including the PCI Assessment, total $388,100. The project allocation, by type of Internal Audit project, is as follows:

	Budget Allocation	Frequency
Performance and Compliance		
- Prior Audit Recommendations: Semi-Annual Follow-up	$18,000	Annual
- Contract Billing Audits	$30,000	Annual
- Right of Way Audit – Procurement and Invoice Audit	$30,000	5 Year Cycle
- Toll Revenue Audit	$75,000	3 Year Cycle
- Public Records Assistance	$30,000	One-Time
- Bond Financing Review	$40,000	One Time
Information Technology		
- DHSMV Data Security Assessment	$25,000	Annual
- Change Management Review – Tolling System Replacement	$35,000	One-Time
Other		
- Fiscal 2016 Internal Audit Plan and Risk Assessment	$25,000	Annual
Administration		
- Board and Audit Committee Meetings	$15,000	Annual
Subtotal	**$323,000**	
PCI Assessment with Report on Compliance*	$65,100*	Annual
Total Internal Audit Budget	**$388,100**	



* The PCI Assessment is a separate contract and is not included in the Internal Audit contract

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3 Year Internal Audit Projects Schedule

Description	Frequency	Date Last Performed	Audit Plan Year 2016	2017	2018
Annual Internal Audits					
Internal Audit Plan and Risk Assessment	Annual	2015	$ 25,000	$ 25,000	$ 25,000
Board and Audit Committee Meetings	Annual	2015	$ 15,000	$ 15,000	$ 15,000
Prior Year Recommendations: Semi-Annual Follow-up	Annual	2015	$ 18,000	$ 18,000	$ 18,000
Contract Billing Audits	Annual	2015	$ 30,000	$ 30,000	$ 30,000
DHSMV Data Security Assessment	Annual	2015	$ 25,000	$ 25,000	$ 25,000
		Total	$ 113,000	$ 113,000	$ 113,000
PCI Assessment					
PCI Assessment with Report on Compliance	Annual	2015	$ 65,100	$ 65,100	$ 65,100
Cyclical Audits					
Ethics Policy Compliance Audit	2 Year Cycle	2015		X	
Right of Way Audit	3 Year Cycle	2012		X	
Toll Revenue Audit	3 Year Cycle	2013	$ 75,000		
Procurement Audit of Large Contract Awards	3 Year Cycle	2013		X	
IT General Controls Review	3 Year Cycle	N/A		X	
Sensitive Data / Data Management Review	3 Year Cycle	2014			X
Safety and Maintenance Policy and Procedures Compliance Audit	3 Year Cycle	2014			X
Information Security Risk Assessment	3 Year Cycle	N/A		X	
Purchasing Spend Data Audit	5 Year Cycle	2010		X	
Accounting System Access and SOD Review	5 Year Cycle	2011			X
Human Resources Process Review	5 Year Cycle	2011			X
Toll Violations Audit	5 Year Cycle	2012			X
Social Media Policy Audit	5 Year Cycle	N/A			X
Disaster Recovery Review	5 Year Cycle	N/A			X
PCard and Gas Card Audit	5 Year Cycle	N/A		X	
Bond Financing Review	10 Year Cycle	N/A	$ 40,000		
One Time Audits					
Change Management Review – Tolling System Replacement	One Time	N/A	$ 35,000		
Right of Way Audit - Procurement and Invoice Audit	One Time	N/A	$ 30,000		
Public Records Assistance	One Time	N/A	$ 30,000		
COSO 2013 Governance Controls Testing	One Time	N/A		X	
Customer Contact Center Re-Audit	One Time	N/A		X	
Internal Penetration Test	One Time	N/A		X	
Communications Program Review	One Time	N/A		X	
IT Service Management Review	One Time	N/A		X	
ISO 27001 Information Security Review	One Time	N/A			X
Capital Projects Consultant Review	One Time	N/A			X
		Grand Total	$ 388,100	$ 178,100	$ 178,100

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Fiscal 2016 Internal Audit Projects

#	Project	Project Description	Risks	Estimated Cost
1	**Internal Audit Plan and Risk Assessment** (Annual)	We will conduct a risk assessment to highlight the Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2015/2016 Internal Audit Plan. In addition, we will conduct the annual review of the completeness of the fraud risk universe and annual refresh of the fraud risk assessment. The information and findings will be utilized to develop the 2016/2017 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process.	Strategic Planning Fraud	$25,000
2	**Board and Audit Committee Meetings** (Annual)	Protiviti will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2016. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.	N/A	$15,000
3	**Prior Audit Recommendations: Semi-Annual Follow-up** (Annual)	This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee.	Various	$18,000
4	**Contract Billing Audits** (Annual)	This audit will encompass a selection of 2 or 3 large engineering, construction, maintenance, operations, or legal contracts on an annual, rotational basis, with the objective of verifying that internal controls are in place to ensure work performed for the Authority under large contracts has been billed in accordance with contractual terms and conditions. The work will include testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, using data analytics to identify high risk vendors and/or change orders, and trending key spend data and other data points for management review and consideration.	Contract Management Contract Performance Reporting Cost Containment Procurement and Vendor Selection	$30,000
5	**DHSMV Data Security Assessment** (Annual)	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information.	IT Security	$25,000
6	**Right of Way - Procurement and Invoice Audit** (One-Time)	Review the processes in place to procure Right of Way legal counsel. Identify the mix of in-house vs outsourced work. Review in-house legal invoice review procedures for ROW services for tasks and billings. Review the contracted rate structure for appraisal work (use of caps, mix of variable v fixed fees). The review may include a trending analysis of appraised cost values for recent purchases and a review of outliers.	Cost Containment Public Relations Records Management	$30,000

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Fiscal 2016 Internal Audit Projects

#	Project	Project Description	Risks	Estimated Cost
7	**Toll Revenue Audit** (Cyclical)	This audit will focus on cash toll collections and electronic tolling collections, with the objectives to review (1) controls exist to ensure revenue data captured at the point of origin is completely and accurately recorded to the financial statements, (2) physical safeguarding controls exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts / other reconciling activities), (3) controls in place around processing revenue adjustments to customer accounts are operating according to policy, and (4) appropriate monitoring and measurements are in place to review toll revenue. Additionally, IT general controls around supporting systems and information technology will be reviewed. Additionally, we may review the Authority's process for determining the ways to structure tolls (e.g. toll rates by axles vs flat rates, variable rate tolling, time of day tolling). We may also provide recommendations for enhancements to the structure, if in scope.	Toll Collections Cash Handling	$75,000
8	**Bond Financing Review** (Cyclical)	The Authority has $2.5B of bonds issued and outstanding with varying terms. As part of this project, we will perform a risk assessment of the financing process, a review of the policies (including policies to procure the financial advisor, underwriter, attorneys, and others involved in the financing process), and a review of the process to structure financing deals and manage existing portfolio risk. This project may also include a review of the process to monitor bond covenant compliance.	Bond Financing / Covenant Compliance	40,000
9	**Public Records Assistance** (One-Time)	This review will focus on the Authority's records management processes and policies to comply with public records laws. Data retention surrounding electronic communications via email, mobile, and voice mail will also be reviewed to identify the technology needed to assist with capturing and retaining data from such communication. Additionally, we will review documentation retention schedules specific to document classification (different types must be kept for a different lengths of time) for consistency with rules established by the Florida Secretary of State.	Records Management	$30,000
10	**Change Management Review –Tolling System Replacement** (One-Time)	The Authority is in the process of replacing the toll plaza collection system. Ongoing reviews will be performed to monitor and identify potential risks that may occur during the implementation of the tolling system. The objective of the review will be to provide an independent perspective around the current state process and controls in place to manage changes to the current system, to advise with the CFX implementation team on control design as necessary, and to provide the Board with independent assurance that risks are being appropriately considered and changes are being managed appropriately	Toll Collections	$35,000

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Fiscal 2016 PCI Assessment

#	Project	Project Description	Risks	Estimated Cost
1	**PCI Assessment with Report on Compliance** (Annual)	This project will be to fully test the Authority's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.0 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.	IT Security	$65,100

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Other Potential Internal Audit Projects Not Included in the FY16 Internal Audit Plan

#	Project	Project Description	Risk	Estimated Cost
1	**Right of Way Audit** (Cyclical)	A new ROW committee is in place as of early fiscal year 2015 and the ROW has been recently updated. This audit will encompass reviewing the Authority's right of way process, including right of way acquisitions through negotiated settlement and acquisitions through the use of eminent domain. Potential areas of review around right of way acquisitions include the appraisal process including appraisal guidelines and use of models, property owner notification, business owner notification, offers, good faith negotiations, suits, agreements, closings, settlement, and board review controls. Areas of review regarding potential use of eminent domain include legal settlement, mediated settlement, fees and costs, preparation of lawsuits and petitions, timing, business damage claims and costs.	Cost Containment Public Relations Records Management	$50,000
2	**Customer Contact Center Re-Audit** (One-Time)	If the Authority does not move to a centralized customer contact center back office, Protiviti subject matter experts will conduct a re-audit of the contact center to follow-up on an audit conducted during 2015. A new vendor is overseeing the operation as of July 1, 2015. The re-audit will involve a deep-dive review of progress toward the implementation of each prior audit recommendation as well as a comparison of the new vendor's performance against benchmarks and other leading practices by through silent observations of calls and statistical analysis to extrapolate results.	Back Office Consolidation Cost Containment Customer Satisfaction Public Relations	$50,000
3	**COSO 2013 Governance Controls Testing** (One-Time)	This audit will focus on the testing of CFX's governance internal controls identified as part of the COSO 2013 governance review conducted in FY 2015. In addition, we may assist with implementing certain recommendations from the COSO 2013 review performed in FY15; specifically, developing a checklist for the Board and Board committees to be used to manage compliance with identified requirements from respective charters and the CFX ethics policy.	Governance Ethical Behavior	$25,000
4	**Information Security Risk Assessment** (Cyclical)	FL Statute 282.318 and PCI requirement 12 states that organizations must implement a security risk assessment process to identify critical assets (and their corresponding threats and vulnerabilities), and results in a formal risk assessment. Protiviti will conduct a risk assessment of CFX's IT environment that will identify asset groupings within the PCI environment and assign them a value. This value is based on the likelihood and potential impact of threats posed to these assets, the vulnerabilities they have, and the safeguards surrounding them.	IT Security	$45,000

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Other Potential Internal Audit Projects Not Included in the FY16 Internal Audit Plan

#	Project	Project Description	Risk	Estimated Cost
5	**Procurement Audit of Large Contract Awards**	This audit will encompass a selection of large engineering and construction contract awards. The work will include testing the awarding process of contacts that are not "low bid" awards, and evaluating the process for short-listing vendors and for scoring proposals. We will review the bid packages and awarding criteria for contracts selected for audit and verify there is proper justification for each award. We will also review for any evidence of excessive vendor preference.	Procurement and Vendor Selection Fraud	$35,000
6	**Toll Violations Audit**	This audit will focus on reviewing the processes, policies, procedures, technology, and reporting in place around the violations process to verify the process is working as intended. Focus will be on enhancing the efficiencies around the process to review violations and to bill and collect violations revenue. Samples of deleted / voided unpaid toll notices will also be reviewed to verify there is sufficient justification for voiding.	Toll Violations	$45,000
7	**Capital Projects Consultant Review**	The objective of this review is to analyze the key construction and engineering processes performed by third-party engineering consulting firms in support of large capital projects. We will utilize the Project Management Body of Knowledge as the framework to identify and assess key processes performed by third-party engineering consulting firms related to project scope, time, cost, quality, communications, and risk management. We will identify current controls within the various processes and test key controls for operating effectiveness. We will also identify potential control gaps within the processes and work with management to develop recommendations and next steps to address the control gaps.	Contract Management Contract Performance Reporting	$45,000
8	**Disaster Recovery Review**	This review will focus on the IT Disaster Recovery plans, including existing policies and procedures. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis).	Business Continuity	$35,000
9	**Human Resources Process Review**	During the Human Resource Process review, we will evaluate the Human Resource process, policies, procedures and related internal controls. The review may include recruiting and hiring; training; performance evaluations; performance, reward, and recognition; and employee terminations. The HR process and controls will be reviewed for compliance with policies and comparison to leading HR practices. Lastly, the succession planning strategy will be reviewed and compared to leading practices.	Human Resources Succession Planning	$25,000
10	**P-Card and Gas Card Audit**	The objective of the project will be to review P-card and Gas procurement expenditures to verify purchases are adequately supported and are for valid business purposes.	Cost Containment Fraud	$20,000

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Other Potential Internal Audit Projects Not Included in the FY16 Internal Audit Plan

#	Project	Project Description	Risk	Estimated Cost
11	**Purchasing Spend Data Audit**	This review will focus on a 100% interrogation of spending data over a 3 year history to identify opportunities for recovery such as vendor overpayments, unused vendor credits, etc. We will use our proprietary tools to review the Authority's detailed spend data for areas of leakage and audit against contracts and other available information as red flags are identified. As a side benefit to any actual recoveries, we will also focus on identifying potential frauds, root causes and process improvement opportunities.	Cost Containment Fraud Procurement	$50,000
12	**Accounting System Access and Segregation of Duties Review**	The financial close and related accounting processes will be reviewed for appropriate segregation of duties among Authority personnel. Protiviti-developed tools will be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the Eden financial package to verify system access restrictions appropriately support segregation of duties and to identify segregation of duties conflicts within the system. We will recommend compensating monitoring controls to the extent necessary.	Financial Reporting Fraud	$20,000
13	**Communications Program Review**	Leverage Protiviti subject matter experts to review the Authority's communications program to create brand awareness, training and onboarding for new Board members, and enhance the overall rebranding efforts. Leading practice ideas for improving communications and marketing will be shared as appropriate.	Communications	$30,000
14	**Ethics Policy Compliance Audit**	The Authority adopted a new Code of Ethics in 2015 to enact the Florida Code of Ethics (Florida Statutes, Chapter 112, Part III) as the Authority's standard of conduct for board members, employees, and vendors. Internal Audit will review the compliance with the policy.	Ethical Behavior Financial Reporting	$29,000
15	**Safety and Maintenance Policy and Procedures Compliance Audit**	The objective of this project will be to review the safety policies and procedures in place, including any recent technological enhancements to safety within the system (e.g. new technology measures to help prevent wrong way driving), and to test compliance with the safety policies.	Maintenance and Safety	$30,000
16	**Social Media Policy Audit**	The purpose of this audit is to review the Authority's social media program, with a focus on how social media is utilized within the Authority for marketing purposes, how it is being used to enhance customer service (customers) , and how social media use by employees and is monitored by the Authority for compliance (employees). Recommendations around enhancing the Authority's social media policy and process will be made around key risk exposures. Finally, testing will be perform for key controls in place.	Communications	$30,000

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Other Potential Internal Audit Projects
Not Included in the FY16 Internal Audit Plan

#	Project	Project Description	Risk	Estimated Cost
17	**Internal Penetration Test**	Protiviti will assess the security of internal networks, devices, and servers as part of an internal penetration test. This test will identify risks to those networks, devices, and servers posed by outdated software, missing patches, or insecure configurations. Attempts will then be made to exploit these vulnerabilities with manual techniques.	IT Security	$25,000
18	**IT Service Management Review**	This review will focus on IT operational effectiveness and entail the following: (1) Processes for receiving, responding to and prioritizing requests for work; (2) Program and project management procedures and governance entities; (3) Review of overall roles and responsibilities for alignment with technology strategy and business objectives; (4) Review of IT service management procedures (potentially using ITIL); (5) Analyze the procedures for communication and transparency of IT projects and effectiveness; (6) Compare with leading practices, evaluate maturity, and provide specific recommendations for effectiveness/ efficiency.	IT Infrastructure IT Applications Strategic Planning Communication	$50,000
19	**ISO 27001 Information Security Review**	This review will compare CFX's information security practices and procedures to the ISO 27001 framework. This framework is widely recognized as the benchmark for assessing / creating overall information security programs. Protiviti will utilize an adapted version of the Carnegie Mellon Capability Maturity Model (CMM) to report on the results. The CMM helps to identify critical areas that must be addressed before an organization can progress to a more mature state.	IT Security	$45,000
20	**Sensitive Data / Data Management Review**	The objectives of the project will be to identify if sensitive data is inappropriately stored in locations on the OOCEA network - in violation of company policy and leading practices. In addition, we will perform a high-level evaluation of the controls over the sensitive data repositories that are identified (if applicable) to determine if potential gaps exist.	IT Security	$40,000
21	**IT General Controls Review**	This review will focus on the OOCEA Information Systems area. To accomplish this, we will assess the policies and procedures that are utilized to support the business critical applications and systems at OOCEA. Our approach will be to focus on the IT General Computer Controls which include the following components: Change Management, Logical Security, Physical Security, Security Administration, IT Organization & Management.	IT Infrastructure Application Controls Change Management	$36,000

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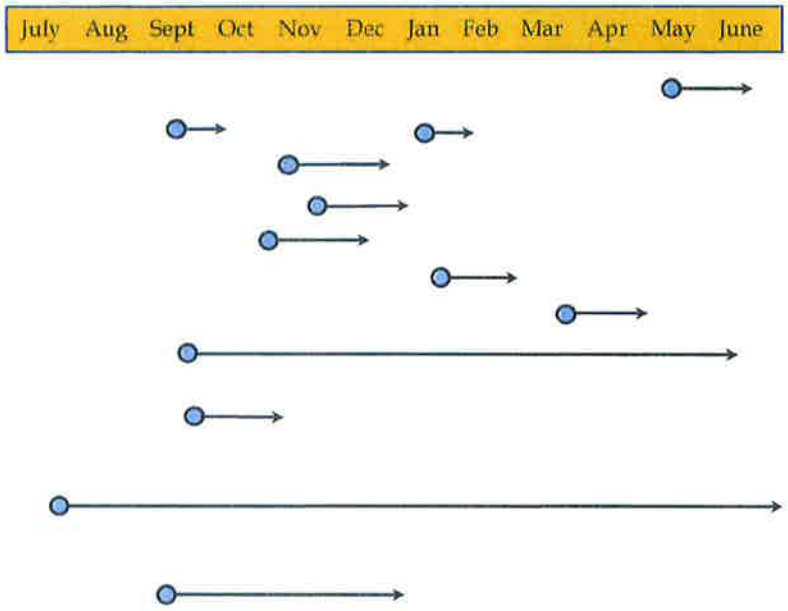
Internal Audit Timeline

FY 2016 Estimated Project Timeline



Selected Audits

1. Internal Audit Plan and Risk Assessment
2. Prior Audit Recommendations: Semi-Annual Follow-Up
3. Contract Billing Audits
4. DHSMV Data Security Assessment
5. Right of Way Audit – Procurement and Invoice Audit
6. Toll Revenue Audit
7. Public Records Assistance
8. Change Management Review – Tolling System Replacement
9. Bond Financing and Covenant Review

Administration

10. Board and Audit Committee Meetings

PCI Assessment

11. PCI Assessment with Report on Compliance

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Appendix A
Internal Audit Charter

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Internal Audit Charter

Central Florida Expressway Authority
Fiscal 2016 Internal Audit Department Charter

MISSION
The mission of the internal audit department is to provide the Authority Board with unbiased, objective assessments of whether Expressway resources are responsibly and effectively managed to achieve intended results.

PURPOSE
Internal audit's purpose is to add value, improve operations, and enhance transparency. It helps the Expressway accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

INDEPENDENCE
The Internal Auditor Director is appointed by the Expressway Authority Board, and reports to them through the Audit Committee. The role of the Internal Audit Director may be filled by an outside firm that provides internal audit services to the Expressway Authority on an outsourced basis. For administrative purposes, the Internal Audit Director reports to the General Counsel. To ensure independence, the internal audit function has no direct responsibility or any authority over any of the activities or operation of the Expressway.

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Internal Audit Charter

AUTHORITY

Everything the Expressway Authority does is subject to assessment by internal audit. Internal Audit shall have full, free, and unrestricted access to all activities, records, properties and personnel. The Internal Audit Director shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The internal audit department is authorized to allocate resources, set frequencies, select subjects, determine scopes of work for projects as approved by the Audit Committee, and apply the techniques required to accomplish audit objectives. In addition, the Internal Audit Director may obtain the necessary assistance of personnel in units of the organization where they perform audits, as well as other specialized services from within or outside the organization, as approved by the Audit Committee.

SCOPE

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of internal audit is to determine whether management's processes are adequate and functioning in a manner to ensure:

- Risks are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information is relevant, reliable and understandable.
- Employee actions comply with policies, standards, procedures, and applicable laws and regulations.
- Resources are acquired economically, used efficiently, and adequately protected.
- Programs, plans, and objectives are achieved.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.

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Internal Audit Charter

RESPONSIBILITY

The internal audit department's responsibility includes, but is not limited to:

- Develop a flexible annual audit plan using appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the Audit Committee for review and approval.
- Implement the annual audit plan, as approved, including, and as appropriate, any special tasks or projects requested by management and the Audit Committee.
- Maintain a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of this Charter.
- Establish a quality assurance program by which the Internal Audit Director assures the operation of internal auditing activities.
- Perform consulting services, beyond internal audit's assurance services, to assist management in meeting its objectives. Examples may include facilitation, process design, training, and advisory services.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.
- Issue periodic reports to the Audit Committee and management summarizing results of audit activities as well as results of internal and external assessments conducted in association with the Quality Assurance and Improvement Program.
- Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.
- Provide a list of significant measurement goals and results to the Audit Committee.
- Assist in the investigation of significant suspected fraudulent activities within the organization and notify management and the Audit Committee of the results.
- Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal audit coverage to the organization at a reasonable overall cost.

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Internal Audit Charter

STANDARDS

Internal audit shall comply with the International Standards for the Professional Practice of Internal Auditing of The Institute of Internal Auditors. Consistent with the IIA Standards, internal audit recognizes the mandatory nature of the Definition of Internal Auditing, the Code of Ethics, and the IIA Standards.

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Appendix B
Enterprise Risk Assessment

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Enterprise Risk Assessment

To assist with the development of the fiscal 2016 Internal Audit Plan, Internal Audit used prior years' risk models and risk trending data as the starting point for discussions with the Board and management. Internal Audit asked the Board and management to consider the current business environment, critical business initiatives, and prior year audit results to provide input on which risks warranted the most focus in today's environment. In addition, management was asked to identify any new risks that may not have been considered in past years for inclusion in the current risk model.

Internal Audit utilized the aggregated input obtained during interviews with the Board and management and from risk surveys of management to develop a list of potential internal audit projects for fiscal 2016, with the objective being to help the Audit Committee and management mitigate areas of highest residual risk, monitor areas of high inherent risk, or to mitigate areas where risks are trending higher.

Risk is defined as follows:

Risk:

- Is the possibility of an event occurring that will have a negative impact on the achievement of goals and objectives and could also include the cost of missing an opportunity.

Inherent Risk:

- Is the amount of risk to the business given the environment in which it operates, without considering the application of controls. The risks identified on the following page represent the risk areas deemed most important for the Authority to manage and control in order to achieve its goals and objectives.

Residual Risk:

- Is the amount of risk remaining after the application of management controls. Residual risk was judgmentally considered for purposes of this fiscal 2016 audit plan in the selection of potential projects for inclusion in the plan. The results of the residual risk assessment are depicted via the Enterprise Risk Map on the following pages.

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CFX Risk Model

Strategic Execution	- Strategic Planning^	- Organization Structure*	- Succession Planning*
	- Regulatory Changes*	- Statewide Interoperability	- Access to Capital
	- Governance*	- Political Environment	- Ethical Behavior*
	- Communication	- Leadership	- Outsourcing*
	- Back Office Consolidation*	- National Interoperability	- Toll Rate Management
	- Public Relations*^		
Financial Reporting	- Financial Reporting*		- Contract Performance Reporting*^
	- Cost Containment*^		- Procurement and Vendor Selection*^
	- Budgeting		- Management Performance Reporting*
	- Fraud*^		- Cash Handling*^
	- Bond Financing / Covenant Compliance^		- Treasury and Liquidity Management
	- Right of Way*^		
Operational Execution	- Toll Violations*		- IT Infrastructure* / Business Continuity*
	- Toll Collections*^		- IT Security*^
	- IT Applications*		- IT Change Management*^
	- Human Resources*		- Insurance Coverage
	- Customer Satisfaction		- Records Management^
Regulatory / Compliance	- Maintenance and Safety*		- Contract Management*^

- * Represents risks addressed by internal audits conducted during fiscal years 2009 – 2015.
- ^ Represents areas to be addressed by Fiscal 2016 Internal Audit projects

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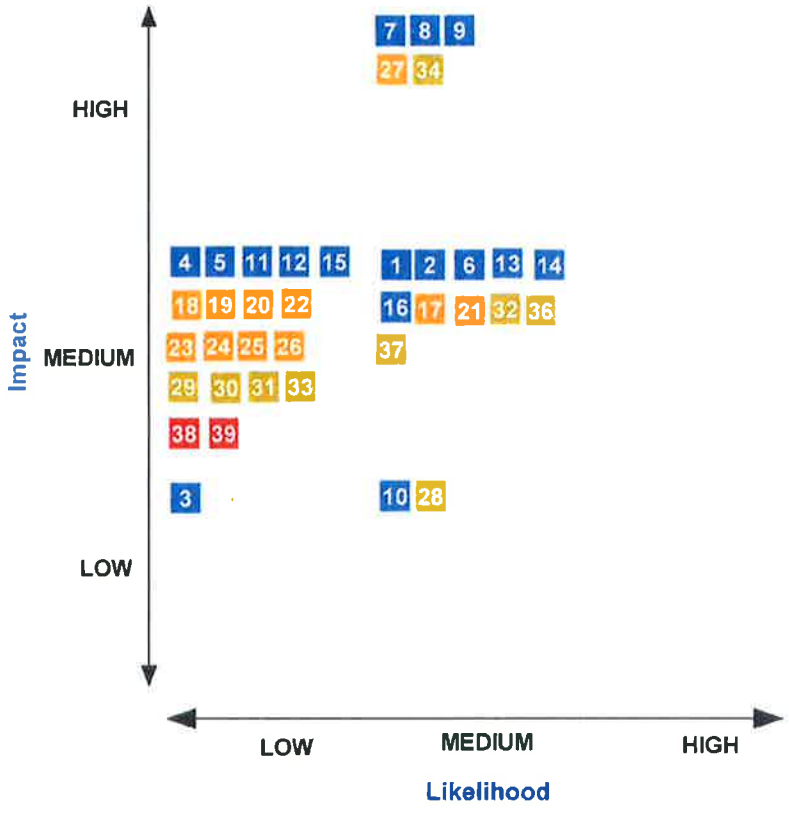
Enterprise Risk Map – Residual Risk



STRATEGIC EXECUTION

1	Strategic Planning
2	Organization Structure
3	Succession Planning
4	Regulatory Changes
5	Access to Capital
6	Statewide Interoperability
7	Governance
8	Political Environment
9	Ethical Behavior
10	Communication
11	Leadership
12	Outsourcing
13	Public Relations
14	Back Office Consolidation
15	National Interoperability
16	Toll Rate Management

OPERATIONAL EXECUTION

28	Toll Violations
29	Toll Collections
30	IT Application Controls
31	Human Resources
32	IT Infrastructure/ Business Continuity
33	IT Security and Access
34	IT Change Management
35	Insurance Coverage
36	Records Management
37	Customer Satisfaction

REGULATORY/ COMPLIANCE

38	Contract Management
39	Maintenance and Safety

FINANCIAL REPORTING

17	Bond Financing / Covenant Compliance
18	Fraud
19	Management Performance Reporting
20	Budgeting
21	Cost Containment
22	Treasury and Liquidity Management
23	Cash Handling
24	Procurement and Vendor Selection
25	Contract Performance Reporting
26	Financial Reporting
27	Right of Way

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Risks Not Addressed through Internal Audit

Risk	Controls and/or Oversight outside of Internal Audit	Audit Committee Evaluation of Additional required Internal Audit Effort
Communication	Communication risks are principally managed through Board of Directors and Committee oversight.	None – not typically an area that can be addressed by internal audit.
Access to Capital	Capital has been achieved through bond offerings – see related risks below.	None – not typically an area that can be addressed by internal audit.
Political Environment	The political risks are managed by the Executive Director and frequent communication of issues with the Board and Committees.	None – not typically an area that can be addressed by internal audit.
Leadership	Leadership risks are managed by the Board.	None – not typically an area that can be addressed by internal audit.
Budgeting	Budgeting risks are managed by the Board and Finance Committee, including an annual presentation the budget process results by the CFO.	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Treasury & Liquidity Management	Treasury and liquidity risks are managed by the CFO with oversight of the Finance Committee.	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Insurance Coverage	An outside advisor was engaged in fiscal year 2013 to provide advice on insurance coverage.	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Toll Rate Management	Toll rate management risks are managed by the Finance Committee	None – remaining risks are not significant enough to cost justify additional internal audit resources.
Statewide Interoperability	Statewide interoperability risks are managed by the Executive Director and overseen by Authority staff.	None – statewide interoperability is heavily impacted by data provided by third parties.
National Interoperability	National interoperability risks are managed by the Executive Director and the Board and Committees.	None – national interoperability requirements have not been defined.

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