

**AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
May 12, 2016
9:00 a.m.**

**Meeting location: Central Florida Expressway Authority
Board Room
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 APRIL 14, 2016 BOARD MEETING MINUTES (Action Item)

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. **APPROVAL OF CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ASSOCIATED WITH FLORIDA'S TURNPIKE ENTERPRISE'S EXPRESS LANE PROJECT ON SR 528 EAST OF MCCOY ROAD** – Laura Kelley, Executive Director (Action Item)
2. **SUNRAIL TASK FORCE** – *Commissioner Welton Cadwell, Chairman* (Action Item)
3. **ADOPTION OF FINAL 2040 MASTER PLAN** – *Glenn Pressimone, Director of Engineering* (Action Item)

4. **ADOPTION OF FINAL FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND FINAL FY 2017 – FY 2021 WORK PLAN** – *Lisa Lumbard, CFO and Glenn Pressimone, Director of Engineering* (Action Item)
5. **APPROVAL OF PURCHASE OF 3D LASER SCANNING EQUIPMENT FOR PILOT PROGRAM** – *Corey Quinn, Chief of Technology/Operations and Bryan Homayouni, Manager of Traffic Operations* (Action Item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

C.

**4/14/16 Board Meeting
Minutes**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
April 14, 2016

Location: Central Florida Expressway Authority
Boardroom

Board Members Present:

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

Board Member Not Present:

Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

A. CALL TO ORDER

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

B. PUBLIC COMMENT

President of TEAMFL Bob Hartnett invited everyone to the TEAMFL meeting in Tampa on April 28 & 29.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to approve the minutes of the March 10, 2016 Board Meeting and March 10, 2016 Board Workshop as

presented. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

D. APPROVAL OF CONSENT AGENDA

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

ACCOUNTING/FINANCE

1. Authorization to advertise a Request for Proposals for Bond Counsel Services – Contract No. 001195

CONSTRUCTION

2. Authorization to enter into an agreement with Duke Energy for construction of electrical infrastructure to serve the Back-Up Data Center – Project No. 599-132 (Not-to-Exceed \$80,049.10)
3. Authorization to Advertise for Construction Bids for S.R. 417 / Narcoossee Road Interchange Improvements; Project 417-135, Contract No. 001196
4. Authorization to Advertise for Construction Bids for CFX Headquarters Parking Lot Lighting & Resurfacing; Project 599-411, Contract No. 001197
5. Approval of Railroad Agreement in Support of S.R. 453 (Wekiva Parkway) from Orange/Lake County Line to SR 46; Project 429-206, Contract No. 001198
6. Authorization to advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for S.R. 408 widening from S.R. 417 to Alafaya Trail; Project 408-128, Contract No. 001194
7. Approval of contract award to Elipsis Engineering & Consulting LLC., for Construction Engineering and Inspection (CEI) Services for S.R. 528/Innovation Way Interchange; Project 528-313, Contract No. 001019 (Contract amount \$4,300,000.00)

ENGINEERING

8. Approval of Utility Adjustment Agreement in Support of S.R. 528 / Innovation Way Interchange; Project 528-313, Contract No. 001099 (Estimated Contract amount payable to CFX \$2,007,793.00)
9. Approval of extension of third contract renewal and increase in renewal amount with Atkins North America, Inc., for General Engineering Consultant Services; Contract 000820 (Increase Amount \$3,136,500.00)

LEGAL

10. Approval of settlement of fees and costs in the amount of \$450,000 with Korus Orchid Corporation on Parcel 120 (Parts A & B), Wekiva Parkway Project 429-202
11. Approval of proposed mediated settlement in the amount of \$195,765.86 with Mary Michelle Ashburn Ballings for Parcel 285, Wekiva Parkway Project 429-205
12. Approval of proposed mediated settlement in the amount of \$771,893.79 with Vernice L. Smith, Trustee of the Smith Family Revocable Living Trust for Parcel 280, Wekiva Parkway Project 429-204

MAINTENANCE

13. Authorization to advertise a Request for Proposals for Roadway and Bridge Maintenance Services on SR 417, SR 528 and Goldenrod Road Extension – Contract No. 001151
14. Authorization to advertise a Request for Proposals for Roadway and Bridge Maintenance Services on SR 408, SR 429, SR 414 and SR 451 – Contract No. 001152
15. Approval of contract award to Infrastructure Corporation of America for Facilities Maintenance Services; Contract 001150 (Contract Amount \$9,363,000.00)

PUBLIC INFORMATION

16. Approval of Supplemental Agreement No. 1 with Day Communications for Communications and Marketing Consultant Services – Contract No. 001002 (Contract Amount: \$987,625.00)

TOLL OPERATIONS

17. Approval of Interlocal Agreement with Osceola County for customer service and support for Poinciana Parkway – Contract No. 001200
18. Approval of Supplemental Agreement No. 1 with EGIS Projects, Inc. to increase staffing and expand Scope of Services – Contract No. 001105 (Contract Amount: Not-to-Exceed \$12,566,794.52)
19. Approval of First Amendment to Agreement with PayTollo, Inc. for toll collection services for users without transponders via wireless application

TRAFFIC OPERATIONS

20. Approval of contract award to Traffic Control Devices, Inc. for Installation of
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Single Line Dynamic Message Sign (DMS) Upgrades; Contract No. 001159; Project No. 599-525
(Contract Amount \$4,555,555.55)

A motion was made by Commissioner Carey and seconded by Ms. Herr to approve the Consent Agenda as presented. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Cadwell congratulated Commissioner Carey on receiving the Orlando Business Journal's Publisher Award.
- At the Chairman's request, Commissioner Carey reported that the Florida Turnpike Enterprise has suspended the SR 417 Express Lanes Project in Seminole County.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for February were \$31,255,250 which is 14% above projections and 14% above prior year. CFX's total revenues were \$34 million for the month.

Total OM&A expenses were \$5.2 million for the month and \$37.4 million year-to-date, which is 12% under budget.

After debt service the total net revenue available for projects was \$17 million for February and \$126.8 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

- Laura Kelley provided the Executive Director's Report in written form (Exhibit "B").
- At Ms. Kelley's request, CFO Lisa Lumbard reported on the refunding of the 2007A Bonds. Standard & Poor's has upgraded our credit rating outlook from "stable" to "positive." On March 29 we sold the bonds via competitive sale. The winning bidder was Bank of America/Merrill Lynch with an all-in true interest cost of 3.306%. Our goal was to realize a 3% net present value savings. We actually realized a 17.5% net present value savings, which translates into approximately \$27.2 million of net present value savings over the life of the bonds.
- Ms. Kelley gave the Board an update on the express lanes that the Turnpike is building on SR 528 (Beachline Expressway).
- As requested by FDOT, we have just completed installing the SunPass logo on our signs throughout the system.

- We continue to pursue the buy/swap of portions of the SR 417 and SR 429. Ms. Kelley is speaking weekly with the Division of Bond Finance to talk about the valuation methodology. We hope to bring this analysis to a conclusion this month.
- Chairman Cadwell mentioned the Lyman High School engineering student classroom session. He encouraged CFX to pursue opportunities for similar student programs in other schools.

F. REGULAR AGENDA ITEMS

1. CENTRALIZED CUSTOMER SERVICE SYSTEM (CCSS)

Executive Director Laura Kelley reported that at the beginning of April we received a letter from Secretary Boxold giving CFX a deadline of April 30 to sign the Master Agreement. Miami-Dade Expressway and Tampa-Hillsborough Expressway Authority have signed the Master Agreement.

Ms. Kelley explained that the Turnpike Enterprise wholly owns the CCSS back office, however, the participating agencies are being asked to contribute significant capital costs without ownership. The estimation of CFX costs is \$10 to \$15 million. In addition, the participating agencies are being asked to work through a Turnpike representative and, therefore, are not working directly with the vendor, Xerox.

Because of those reasons, and the fact that we have a Memorandum of Understanding signed by all the agencies that gives us more rights than the proposed Master Agreement provides, Ms. Kelley recommends that we have a wait-and-see approach in order to pursue the possibility of future opportunities to negotiate a more interactive relationship for a CCSS back office. Ms. Kelley explained that we still have active interoperability agreements with these agencies, so waiting will not stop the pursuit of statewide and potential nationwide interoperability.

The Board members made comments and asked questions, which were answered by staff.

A motion was made by Commissioner Boyd and seconded by Mayor Dyer to authorize the Executive Director to contact Florida's Turnpike Enterprise to inform them that CFX will not be participating in the Centralized Customer Service System. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not in attendance.

2. OVERVIEW AND HISTORY OF EXPRESSWAY PROJECTS

Chief of Infrastructure Joseph Berenis gave an overview and history of expressway projects, including SR 528, SR 408, SR 417, SR 429, SR 414 and the Wekiva Parkway.

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

3. ACCEPTANCE OF 2016 POTENTIAL CONFLICT DISCLOSURE FORM AND DISCUSSION REGARDING LOBBYIST REGISTRATION

General Counsel Joseph Passiatore reported that legal staff has revised the 2016 Potential Conflict Disclosure Form (Exhibit "C") to comply with the Ethics Compliance Audit that was conducted last year. Among the changes to the form are sign-off boxes for ethics training. Also included are instructions for consultants and promulgated desktop procedures as recommended in the audit.

In addition, the audit recommended that the Board determine whether the current definition of "lobbyist" should be revised to better address the objectives of CFX's enabling statute. Mr. Passiatore explained three options available to the Board:

1. Continue to use the lobbyist lists maintained by the City of Orlando, Lake and Orange County. Legal staff recommends this option.
2. Utilize the lists of State of Florida registered lobbyists.
3. Have CFX create its own list via a registration policy.

A motion was made by Commissioner Boyd and seconded by Commissioner Carey to accept the 2016 Potential Conflict Disclosure Form as presented. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Jacobs was not in attendance; Mayor Dyer was not present for the vote.

By consensus, the Board directed staff to continue to utilize the lobbying lists provided by the City of Orlando, Lake and Orange County.

4. APPROVAL OF AMENDMENTS TO CFX COMMITTEE CHARTERS PROVIDING THAT EACH GOVERNOR APPOINTED MEMBER MAY NOMINATE A CITIZEN REPRESENTATIVE TO THE AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES AND APPROVAL OF NOMINATIONS AND BOARD CONFIRMATION OF APPOINTMENTS TO THE AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES

As requested at last month's meeting, General Counsel Joseph Passiatore presented amended Charters for the Audit, Finance, Operations and Right of Way Committees (Exhibit "D"). The changes allow each gubernatorial Board appointee to nominate a citizen representative to each of the committees.

A motion was made by Commissioner Hawkins and seconded by Mr. Madara to approve the amendments to the Audit, Finance, Operations and Right of Way Committee Charters as presented. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Jacobs was not in attendance; Commissioner Carey was not present for the vote.

The following nominations were made by the gubernatorial Board appointees:

Finance Committee

Jason Bates – nominee submitted by Jay Madara

Operations Committee

Mark Meyer - nominee submitted by Jay Madara

Rob Panepinto - nominee submitted by Andria Herr

Right of Way Committee

Brendon Dedekind - nominee submitted by Michael Scheeringa

Christopher Murvin – nominee submitted by Jay Madara

A motion was made by Commissioner Hawkins and seconded by Ms. Herr to approve the nominations and appointments to the CFX committees as presented. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not in attendance.

5. ADOPTION OF STRATEGIC PLAN/VISIBILITY AND CUSTOMER OUTREACH PLAN

Chief of Staff/Public Affairs Officer Michelle Maikisch presented a Three-Year Strategic Plan resulting from the Vision, Mission and Core Values that were adopted by the Board in September 2015.

Ms. Maikisch talked about proposed strategies and tools used to build a customer-driven organization.

Proposed discount programs:

Current Discount Program	Volume Discount	Beltway Discount	Total Discount
20-39 CFX Beltway Tolls		5%	5%
40-79 CFX Beltway Tolls	10%	5%	15%
80+ CFX Beltway Tolls	15%	5%	20%

A motion was made by Mayor Dyer and seconded by Commissioner Boyd to adopt the Strategic Plan and Visibility Outreach Plan and initiatives as presented, including

authorization to discontinue current volume discounts and implement new E-PASS Loyalty Discount Program; and authorization for Executive Director to enter into retail and promotion agreements. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not in attendance.

6. PRESENTATION OF DRAFT FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND DRAFT FY 2017 - FY 2021 WORK PLAN

Director of Engineering Glenn Pressimone presented the Draft FY 2017 – FY 2021 Work Plan, which totals 1.3 Billion. He listed the major projects in the FY 2017 Work Plan. The Work Plan is fully fundable. It will require additional debt of approximately \$627 million. The debt coverage ratios meet our 1.60 planning target.

CFO Lisa Lumbarb presented the Draft FY 2017 Operations, Maintenance & Administration Budget:

	FY 2016 Budget	FY 2017 Budget	Change	%
Operations Budget	\$44,464,857	\$53,392,557	\$8,927,699	20.1%
Maintenance Budget	\$16,436,083	\$17,131,201	\$695,118	4.2%
Administration Budget	\$6,641,121	\$7,636,620	\$995,499	15.0%

The Board members were asked to review the proposed budget and work plan over the next month and submit their comments to CFX staff. The final budget and final work plan will be presented for approval at the May Board meeting.

The Board members provided verbal comments regarding the draft budget.

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

7. INTERLOCAL AGREEMENT WITH OSCEOLA COUNTY

Executive Director Laura Kelley reported that the CFX enabling legislation provides that Osceola County's projects transfer to CFX after year 2018. As our engineers looked at this process, they came to her with concerns that waiting two years could delay project development. We began discussions with Osceola County officials, as well as Commissioner Hawkins, to look at concept feasibility studies of Osceola County's Master Plan. We hope to be able to bring back an Interlocal agreement to present for the Board's consideration at the May Board meeting.

Commissioner Hawkins reported that the Osceola County Commission last week approved the draft term sheet by a 5 – 0 vote.

By consensus, Ms. Kelley was directed to continue negotiations with Osceola County with a goal of bringing an Interlocal agreement for CFX's consideration at the May Board meeting.

8. APPROVAL OF CONTRACT AWARD TO THE LANE CONSTRUCTION CORPORATION FOR S.R. 528/INNOVATION WAY INTERCHANGE; PROJECT NO. 528-313

Director of Construction Ben Dreiling gave an update on the construction at the SR 528/Innovation Way Interchange (Project 528-313). He requested Board approval to award Project 528-313 to The Lane Construction Corporation in the amount of \$62,452,032.01.

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to award Project 528-313 to The Lane Construction Corporation in the amount of \$62,452,032.01. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not in attendance.

G. BOARD MEMBER COMMENT

1. Chairman Cadwell mentioned that we are contemplating canceling the June Board meeting, due to Board member conflicts.
2. As Chairman of Metroplan Orlando, Commissioner Boyd asked if there is anything that he should take back to Metroplan regarding the suspension of the SR 417 express lanes project in Seminole County and the future direction of SR 417. Commissioner Carey suggested that agencies involved in transportation write a letter of support to the Governor to keep the momentum going.
3. Commissioner Boyd thanked CFX staff for helping him in the town hall meeting.
4. Commissioner Boyd requested data about traffic to/from Seminole County. CFX staff will provide him the information for SR 417 and SR 408.
5. Mr. Scheeringa reminded the Board members to provide their comments on the Draft 2040 Master Plan. Commissioner Carey suggested that the Draft 2040 Master Plan be put on the CFX website for public comment.

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 11:05 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2016.

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, www.expresswayauthority.com

D.

Consent Agenda

**CONSENT AGENDA
May 12, 2016**

ACCOUNTING/FINANCE

1. Approval of First Renewal with Arthur J. Gallagher Risk Management Services, Inc. for Insurance Broker Services (Agreement Amount: \$50,000)
2. Approval of Roadway Insurance Proposal with Zurich American Insurance Company (Policy Amount: Not-to-Exceed \$650,000)

CONSTRUCTION

3. Authorization to Advertise for Bids for CFX Generator Replacement – Project 599-1032/Contract No. 001202
4. Approval for Award of Contract to KCCS, Inc. for Construction Engineering and Inspection Services for SR 429/Wekiva Parkway from the Systems Interchange to East of Mount Plymouth Road – Project No. 429-205/Contract No. 001088 (Contract Amount: Not-to-Exceed \$3,100,000)
5. Approval of Construction Contract Modifications on the following contracts:
 - a. Contract No. 417-129 Traffic Control Devices, Inc. (\$34,649.86)
 - b. Contract No. 599-132 Gomez Construction Co. \$22,215.13
 - c. Contract No. 528-405 Southland Construction, Inc. \$52,686.46

ENGINEERING

6. Authorization for Approval of Supplemental Agreement #1 with WSP/Parsons Brinkerhoff for S.R. 528 Econlockhatchee River Bridge Replacement - Project 528-131/Contract No. 001098 (Agreement Amount: Not-to-Exceed \$165,355.60)
7. Authorization to Advertise for Construction Bids for Systemwide E-Pass Signage Improvements - Project 599-624/Contract No. 001203
8. Authorization to Award of Contract to TY Lin International for SR 528/SR 436 Bridge Deck Replacement - Project 528-130/Contract No. 001135 (Agreement Amount: \$ 1,260,000)
9. Approval of Option and Sales Agreement with TM Econ Mitigation Bank for Southbound SR 417 to Westbound SR 528 Ramp Realignment - Project 599-126/Contract No. 001206 (Agreement Amount: \$207,900)
10. Approval of Mitigation Credit Purchase and Sale Agreement with Blackwater Creek Mitigation Bank for SR 408 Widening from Good Homes Road to Hiawassee Road - Project 408-127/Contract No. 001205 (Agreement Amount: \$55,000)
11. Authorization to Advertise for Letters of Interest for Design Consultant Services S.R. 528 / Northeast Connector Expressway Extension Study - Contract No. 001209

12. Authorization to Advertise for Letters of Interest for Miscellaneous Design Consultant Services (SSBE) - Contract Nos. 001207 and 001208

INTERNAL AUDIT

13. Acceptance of the following Audits:
 - a. Prior Audit Recommendations
 - b. Toll Revenue Audit
 - c. Right of Way Audit
14. Acceptance of FY 2017 Internal Audit Plan
15. Approval of Contract Renewal with Protiviti, Inc. for Internal Auditor Services – Contract No. 00931 (Agreement Amount: \$499,000)
16. Approval of Contract Renewal with Protiviti, Inc. for Payment Card Industry (PCI) Compliance Audit Services – Contract No. 000960 (Agreement Amount: \$65,000)

LEGAL

17. Approval of negotiated settlement for Parcel 207, Wekiva Parkway Project No. 429-203 with Ernest L. Horne and Karen H. Morris (Settlement Amount: \$270,189, plus attorney's fees and costs and experts' fees and costs totaling \$31,574.87)
18. Approval of negotiated settlement for Parcel 175, Wekiva Parkway Project No. 429-203 with Ernest L. Horne and Karen H. Morris (Settlement Amount: \$130,456 in full settlement of all claims)
19. Approval of mediated settlement for Parcel 240, Wekiva Parkway Project No. 429-204 with Stephen Lee Rigsby and Mark Lane Rigsby (Settlement Amount: \$291,122 including statutory attorney's fees and costs and all experts' fees and costs)
20. Approval to serve Offer of Judgment for Parcel 140, Wekiva Parkway Project No. 429-202 with GGH 10, LLC (Offer of Judgment Amount: \$50,000 exclusive of attorneys' fees and costs)
21. Approval of settlement for Parcel 141, Wekiva Parkway Project No. 429-202 with Plymouth Harbor, LLC (Settlement Amount: \$931,100 inclusive of attorney's fees and costs)
22. Approval of Utility Relocation Agreement with Duke Energy Florida, LLC for relocation of Duke Energy's Transmission and Distribution Facilities for the Wekiva Parkway Project No. 429-205, Parcel 291 (Agreement Amount: \$1,977,550.63)
23. Approval of negotiated settlement for Parcel 232, Wekiva Parkway Project No. 429-203 with Mega GNG, LLP (Settlement Amount: \$59,000 inclusive of attorney's fees and costs)
24. Approval of Mediated Settlement Agreement of Attorney's Fees and Experts Costs in Joseph B. Doerr Trust v. Central Florida Expressway Authority, Parcel 406, Maitland Boulevard Extension Project (Settlement Amount: \$1,500,000 in full settlement of all claims)

RECORDS MANAGEMENT

25. Approval of Supplemental Agreement No. 3 with DRS Group of Florida, Inc. for Document Conversion Services (Agreement Amount: Not-to-exceed \$105,000)

OPERATIONS

26. Approval of Supplemental Agreement No. 4 with TransCore, LP for Toll Equipment Maintenance Services for the Poinciana Parkway Project owned by the Osceola County Expressway Authority (OCX) (Agreement Amount: \$1,102,791.68, to be reimbursed by OCX from toll revenues)
27. Approval of Purchase Order to Traffic & Parking Control Co., Inc. (TAPCO) for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment – Project No. 599-526B (Purchase Order Amount: \$349,900)


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement


DATE: April 26, 2016

SUBJECT: Approval of Contract Renewal Agreement
Insurance Broker Services with
Arthur J. Gallagher Risk Management Services, Inc.
Contract No. 000868

Board approval is requested for the second renewal of the referenced contract with Arthur J. Gallagher Risk Management Services, Inc. (Gallagher) for insurance broker services. The current renewal expires on June 29, 2016. The term of the requested renewal will be one year beginning June 30, 2016, and ending June 29, 2017, in the amount of \$50,000.00. The original contact was competitively bid and was awarded for three years with two (2) one-year renewals.

Under this renewal, Gallagher will provide a full range of risk management broker services and work closely with CFX to routinely evaluate risks and make recommendations for appropriate and fiscally beneficial mitigation of those risks.

Original Contract Amount	\$150,000.00
First Renewal	\$ 50,000.00
Second Renewal	<u>\$ 50,000.00</u>
Total	\$250,000.00

Reviewed by: 
Marc Ventura
Assistant Manager of Accounting and Finance



Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000868

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Arthur J. Gallagher Risk Management Services, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated June 30, 2012, whereby CFX retained the Contractor to perform insurance broker services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a second renewal of said Original Agreement beginning the 30th day of June, 2016 and ending the 29th day of June, 2017 in the amount of \$50,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending June 29, 2016, 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 First Renewal Agreement ending June 29, 2016.

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.

ARTHUR J. GALLAGHER RISK MANAGEMENT
SERVICES, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

Approved as to form and execution, only

General Counsel for CFX

17 JUN '15 AM 10:28

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000868

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Arthur J. Gallagher Risk Management Services, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated June 30, 2012, whereby the Authority retained the Contractor to perform insurance broker services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 30th day of June, 2015 and ending the 29th day of June, 2016 in the amount of \$50,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 29, 2015, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 29, 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.

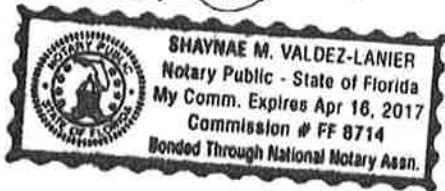
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

BY: Michael Gillon
Authorized Signature

Print Name: Michael Gillon

Title: Area President

ATTEST: Shaynae M. Valdez-Lanier (SEAL)
Secretary of Notary



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: [Signature]
Director of Procurement

Approved as to form and execution, only
[Signature]
General Counsel for the Authority

CONTRACT

This Contract No. 000868 (the "Contract" as defined herein below), is made this 30th day of June, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., 200 South Orange Avenue, Suite 1350, Orlando, Florida 32804, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide insurance broker services as may be assigned to the contractor by the AUTHORITY; and,

WHEREAS, on or about May 25, 2012, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the only qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing insurance broker services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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 consultants 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 CONTRACTOR, and
- 1.5 The Fee Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date first written above. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term and the first renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 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, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to 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 Contract term is \$150,000.00

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. 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 **Professional Liability or Errors and Omissions Insurance** Coverage of at least One Million Dollars (\$1,000,000) per occurrence.

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 policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. 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:

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

8.2 AUTHORITY's use or possession of the CONTRACTOR Property,

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

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property,

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

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

8.7 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.

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 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 in compliance 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.

10. 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, without first notifying AUTHORITY and securing its consent in writing.

11. 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.

12. 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.

13. 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.

14. 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.

If, during the term of the Contract, 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.

15. 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.

16. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

19. RELATIONSHIPS

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

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

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

21. 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.

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

22.4 Obligations upon expiration or termination of the Contract, as set forth in Section 23; and

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract: 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

23.2 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 on the date first written above below. This Contract was awarded by the Authority's Board of Directors at its meeting on June 27, 2012.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.

By: *Pete Doyle*
Peter Doyle
Print Name
Area President
Title

ATTEST: *Audrey Deluho* (Seal)

Approved as to form and execution, only.

Joseph Hasciature
General Counsel for the AUTHORITY

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar, CFO 

DATE: April 27, 2016

SUBJECT: Approval of Roadway Insurance Policy with Zurich American Insurance Company

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for risk management advice and the solicitation and evaluation of proposals for insurance coverage. CFX's current insurance policy is with Zurich American Insurance Company (Zurich). This policy which covers damage or loss to bridges, overpasses and toll plaza infrastructure, expires on June 30, 2016.

The upcoming policy year starting July 1, 2016 is the final year of the negotiated rate guarantee program with Zurich as described in the attached proposal. The insurance premium for fiscal year 2017 is \$639,307, which is an increase of 8% over fiscal year 2016 due to the increase in the value of the CFX system, while the rate is staying the same. Gallagher recommends accepting this year's policy with Zurich.

CFX staff concurs with the recommendations of the broker and requests the Board to authorize staff to execute fiscal year 2017's policy for a not to exceed amount of \$650,000. This will allow for additional insurance needed for system expansion during the fiscal year.

Insurance Proposal Prepared For

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Presented: April 21, 2016



Arthur J. Gallagher & Co.

Chris Connelly ARM-P, ARe
Area Senior Vice President

Arthur J. Gallagher Risk Management Services, Inc.
200 S. Orange Avenue
Orlando, FL 32801

Chris_Connelly@ajg.com
www.ajg.com

Central Florida Expressway Authority

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Central Florida Expressway Authority

Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Arthur J. Gallagher & Co. is pleased to provide this proposal to Central Florida Expressway Authority. We thank you for the opportunity to continue our partnership with the Authority, which is now on its 16th year!

Current State of Florida Property Insurance Market

Florida's property insurance is dynamic, fluctuating dramatically when industry events occur. We have partnered with CFEA during both "hard" markets and "soft" market periods. We have been able to provide CFEA with competitive insurance pricing, and needed capacity during both of these periods. Over the past decade, we've seen four hard market cycles:

- The first, in 2002, was a market-wide hardening following the events of 9/11.
- The second occurred in 2005/06 for catastrophic windstorm areas of the Southeast following the widespread hurricane damage as a result of hurricanes Charlie, Ivan, Francis, Jean, Katrina, Rita and Wilma.
- Third, in 2009, following a global reduction in capacity due to the financial crisis, a brief hard market took place for catastrophe property in Q1 2009, followed by a softening in the market later that year.
- Lastly, in 2012, we experienced hard market conditions driven by two primary factors 1) industry wide-losses in 2011 and 2) increased perception of risk through new catastrophe modeling, RMS version 11. The latter had the greatest impact on our Central Florida governmental clients.

Fortunately, the past three years have been favorable to the insurance industry, with a limited amount of losses occurring. Additionally, the pace of new capital entering the industry is out-pacing demand, leading to a favorable buyers market.

CFEA Bridges Program History

Despite the dynamic catastrophe property market in Florida, Gallagher has been able to help CFEA achieve significant rate reductions since our inception as your broker. The initial rate reduction achieved by CFEA in 2004 was approximately 35% by going to a stand-alone program. Since then, your rate has decreased by an additional 44%, including an 18% reduction in 2012 which was guaranteed through a three-year policy term.

Policy Year	Total Insured Values	Wind Limit	Annualized Premium Incl. Terrorism	TIV Change	Annual Rate	Rate Change
2004-2005	\$476,000,000	\$100,000,000	\$441,728	-	\$ 0.0928	-35%
2005-2006	\$568,096,329	\$100,000,000	\$500,004	19%	\$ 0.0880	-5%
2006-2007	\$628,563,474	\$50,000,000	\$810,761	11%	\$ 0.1290	47%
2007-2008	\$824,472,840	\$50,000,000	\$873,259	31%	\$ 0.1059	-18%
2008-2009	\$919,750,747	\$75,000,000	\$912,088	12%	\$ 0.0992	-6%
2009-2010	\$1,044,830,611	\$75,000,000	\$929,899	14%	\$ 0.0890	-10%
2010-2011	\$1,003,312,997	\$75 MM AOP \$50 MM Named Wind	\$701,316	-4%	\$ 0.0699	-21%
2011-2012	\$1,018,635,884	\$75 MM AOP \$50 MM Named Wind	\$647,343	2%	\$ 0.0635	-9%
2012-2013*	\$1,107,676,346	\$100,000,000	\$578,684	8%	\$ 0.0522	-18%
2013-2014*	\$1,107,048,341	\$100,000,000	\$578,324	-.05%	\$ 0.0522	0%
2014-2015*	\$1,126,066,391	\$100,000,000	\$589,127	2%	\$ 0.0523	0%

Central Florida Expressway Authority

Executive Summary (Cont.)

2015-2016*	\$1,171,174,715	\$100,000,000	\$591,933	4%	\$ 0.0500	-3%
2016-2017*	\$1,273,700,873	\$100,000,000	\$639,307	8.75%	\$ 0.0500	0%

*Policy Issued on a 4-Year Term, with Guaranteed Policy Rate

2016 Property Insurance Renewal – Bridges & Toll Structures

In 2014, Gallagher recommended that CFEA extend its current 3 year policy rate guarantee beyond its expiration in 2015. This allowed CFEA to lock in the historically low rates through 2017 and avoid uncertainty with the Florida property insurance market.

It is almost unheard of in Florida for an insurance company to guarantee property insurance rates, as reinsurance costs and markets can change dramatically year-to-year. We were extremely pleased at this guarantee, which locks in historically low rates for CFEA.

Due to 2012 hard market conditions, the “as is” program at the time would have left CFEA with a premium increase of 23% higher than in 2011. The Zurich program we were able to negotiate actually decreased CFEA’s program costs from 2011. This was during a market when all of our clients in Central Florida felt dramatic premium increases. Overall, this led to a \$215,000 reduction for CFEA between the two options!

Additionally, Zurich continues to offer broader conditions than nearly all insurance clients in the Central Florida area, including a low, flat named windstorm deductible which would reduce CFEA’s insurance deductible by millions of dollars versus industry standard percentage deductibles.

Other Renewal Options for Consideration

- **Loss of Revenue, Non-Physical Damage** – Gallagher would recommend evaluating the alternative options that may be available to address revenue loss associated with suspensions in toll operations. Primarily regarding suspension orders that are given as a result of hurricane evacuation orders. Since this type of program has never been negotiated for any Florida toll authorities, we would recommend having Gallagher pursue this option to determine its feasibility. There is market interest in these types of programs; however, the costs are unknown.
- **Cyber Risks** – We have discussed cyber liability with the Authority as a potential insurance line to consider due to the volume of personal data maintained by the Authority. We are happy to provide further information on this should CFEA desire.

We appreciate your continued business and look forward to your further review of this proposal.

Chris Connelly

Central Florida Expressway Authority

Service Team

Chris Connelly has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Chris Connelly, ARM-P, ARe Area Senior Vice President	407-563-3513	Chris_Connelly@ajg.com	Producer
Carmen Bishop, AAI Client Service Manager Sr.	407-563-3546	Carmen_Bishop@ajg.com	Client Service Manager

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: (407) 370-2320

Central Florida Expressway Authority

Named Insured

NAMED INSURED	LINE OF COVERAGE
Central Florida Expressway Authority	Property

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

Central Florida Expressway Authority

Market Place Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Zurich American Insurance Company	Property	Recommended Quote	\$589,307.26

*The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Central Florida Expressway Authority

Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Zurich American Insurance Company	A + XV	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings Rating Levels and Categories

LEVEL	CATEGORY	Financial Size Categories <i>(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)</i>			
A++, A+	Superior				
A, A-	Excellent	FSC I	Up to 1,000	FSC IX	250,000 to 500,000
B++, B+	Good	FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
B, B-	Fair	FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
C++, C+	Marginal	FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
C, C-	Weak	FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
D	Poor	FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
E	Under Regulatory Supervision	FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
F	In Liquidation	FSC VIII	100,000 to 250,000		
S	Suspended				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at <http://www.ambest.com/ratings/notice>.

Best's Credit Ratings are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings and Best Credit Reports (which include Best Ratings), visit the A.M. Best website at <http://www.ambest.com>. See Guide to Best's Credit Ratings for explanation of use and charges. Copies of the Best's Insurance Reports for carriers listed above are also available upon request of your Gallagher representative.

Best's Credit Ratings reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of (Licensee's publication or service) or its recommendations, formulas, criteria or comparisons to any other ratings, rating scales or rating organizations which are published or referenced herein. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings. Best's Credit Ratings are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best Company.

Gallagher companies use A.M. Best Company's rating services to evaluate the financial condition of insurers whose policies we propose to deliver. Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Central Florida Expressway Authority

Insurance Company Ratings and Admitted Status (Cont.)

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS			
A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.			
Best's Financial Strength Ratings			
	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
Rating Modifiers			
Modifier	Descriptor	Definition	
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.	
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010)	
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.	
Rating Outlooks			
Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.			
Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.		
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.		
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.		
Under Review Implications			
Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.			
Positive	Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.		
Negative	Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.		
Developing	Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event.		
Not Rated Designation			
NR: Assigned to companies that are not rated by A.M. Best.			
Rating Disclosure			
A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's <i>Terms of Use</i> at www.ambest.com .			
Best's Financial Strength Ratings are distributed via press release and/or the A.M. Best website at www.ambest.com and are published in the <i>Credit Rating Actions</i> section of <i>Best's Journal</i> ™. Best's Financial Strength Ratings are proprietary and may not be reproduced without permission. Copyright © 2014 by A.M. Best Company, Inc.			
			Version 080114



Central Florida Expressway Authority

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Property	Premium	Zurich American Insurance Company (Zurich Group)	\$541,933.00	Zurich American Insurance Company (Zurich Group)	\$589,307.26
	Srchrg & Asmnt		0.00		0.00
	Estimated Cost		\$541,933.00		\$589,307.26
	Annualized Cost		-		-
	TRIA Premium		\$10,626 Included Above		\$11,787.12 Included Above
Risk Management Fee			\$50,000.00		\$50,000.00
Total Estimated Program Cost			\$591,933.00		\$639,307.26

Quote From Zurich American Insurance Company of IL (Zurich Group) is valid until 7/1/2016

Gallagher is responsible for the placement of the following lines of coverage:

Property
FMIT Package

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Central Florida Expressway Authority

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Zurich American Insurance Company (Zurich Group)	Property	Due in full within 30 days from effective date	Agency Bill

Central Florida Expressway Authority

Program Details

Coverage: Property
Carrier: Zurich American Insurance Company
Policy Period: 7/1/2016 to 7/1/2017

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
All Covered Property	Yes	N/A

Coverage:

DESCRIPTION	LIMIT	BASIS
Any One Occurrence for all Perils and Coverages Combined	\$100,000,000	
Sublimits:		
- Named Storm	\$100,000,000	
- Earthquake – Annual Aggregate	\$100,000,000	
- Flood – Annual Aggregate	\$100,000,000	
Physical Damage Covered to the Covered Property	\$100,000,000	
Loss of Revenue	\$100,000,000	

Deductibles/SIR:

COVERAGE	AMOUNT
Property Damage - Per Occurrence	\$100,000
Named Storm - Per Occurrence	\$500,000
Earthquake - Per Occurrence	\$100,000
Flood - Per Occurrence	\$100,000
Loss of Revenue - Waiting Period - Per Occurrence	7 Day

Additional Coverage:

DESCRIPTION	LIMIT	BASIS
Additional Coverage - Sublimits:		
Accounts Receivable	\$5,000,000	
Interruption by Civil or Military Authority	14 Days	
Extra Expense	\$10,000,000	

Central Florida Expressway Authority

Program Details (Cont.)

Additional Coverage:

DESCRIPTION	LIMIT	BASIS
Extended Period of Indemnity	24 Months	
Debris Removal, Lesser of 25% of Physical Damage or :	\$10,000,000	
Including Contaminants or Pollutants Clean Up – Annual Aggregate	\$250,000	
Expediting Expense	\$2,500,000	
Fire Department Service Charges	\$1,000,000	
Ingress / Egress	14 Days	
Loss Adjustment Expense	\$500,000	
Newly Acquired Property - 90 Day Reporting Required	\$10,000,000	
Ordinance & Law – Coverages A,B, C Combined	\$10,000,000	
Transit - any one conveyance	\$2,500,000	
Terrorism (If Elected)	\$100,000,000	
Valuable Papers	\$2,500,000	

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Real & Personal Property
Actual Loss Sustained	Time Element

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Special Form Including Flood, Earthquake

Endorsements include, but are not limited to:

DESCRIPTION
Declarations Page
In Witness Clause
Schedule of Forms and Endorsements
Zurich Operational Civil Works Policy
Schedule of Locations & Values Insured
Debris Removal Clean up and Decontamination; Aggregate Limit of Liability. This amount is part of and not in addition to the Sublimit of Liability for Debris Removal scheduled in the Policy Declarations. It is a condition precedent to recovery under this extension that the Carrier shall have paid or agreed to pay, for direct physical loss or damage to covered property, unless such payment is precluded solely by the operation of any deductible, and that the Insured shall give written notice to the Carrier of intent to claim for cost of debris removal or cost to cleanup not later than (12) twelve months after the date of such physical loss or damage.

Central Florida Expressway Authority

Program Details (Cont.)

Endorsements include, but are not limited to:

DESCRIPTION
Multi-Year Policy Term. The following conditions apply at each anniversary date during the term of this Policy: A. The terms and conditions of this Policy are subject to review and negotiation at each anniversary date in the event either of the following circumstance(s) occur: (1) The policy loss ratio exceeds 30%. The Loss ratio shall be determined by dividing the earned premium into the total paid claims, including any allocated and unallocated claims expenses or unpaid reserves; or (2) The addition of Covered Property during the Policy term and / or an increase in LOSS OF REVENUE* and Contingent Loss of Revenue in the amount of 10% or greater. B. It is agreed that the annual rate(s) shown in paragraph 9. of the Declarations of the Policy shall be guaranteed for each consecutive anniversary period unless otherwise precluded under A. above. C. Within thirty (30) days of each anniversary, the Named Insured shall agree to provide to the Company an updated Statement of Values for all Covered Property, LOSS OF REVENUE* and Contingent Loss of Revenue (if endorsed to the Policy). Based upon the updated Statement of Values, the Company will review and adjust the anniversary premium charged.
Construction Property General Conditions -ZBR 300-CPGC (9-07)
Disclosure of Important Information Relating to TRIA
Disclosure Statement – Instruction to Agent or Broker
Disclosure Statement – Notice of Disclosure for Agent & Broker Compensation
Advisory Notice to Policyholders Regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Regulations
Amending the wording under "Under Section III – Policy Definitions" 5. Loss of Revenue on the Civil Works Policy: 5. LOSS OF REVENUE: Loss of Revenue means: A. Net Income from tolls or other operating sources which would have been earned and incurred; and B. Any continuing normal operating expenses which have been incurred had no loss or damage occurred.

Exclusions include, but are not limited to:

DESCRIPTION
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Date-related Losses (Y2K) Exclusion
Contaminants or Pollutants
War or Military Action
Asbestos Material
Fraudulent Or Dishonest Act Or Acts Intended To Result In The Financial Gain Of Any Named Insured Or Of Any Associated, Partner, Director, Trustee, Officer, Agent Or Employee Or Any Named Insured. This Exclusion Does Not Apply To Acts Of Destruction To Covered Property By The Named Insured's Employee.
Loss Or Damage, Costs, Expenses, Fines Or Penalties Incurred Or Sustained By Or Imposed On Any Named Insured At The Order Of Any Government Agency, Court Or Other Authority Arising From Any Cause Whatsoever.
Dampness Or Dryness Of The Atmosphere; Extremes Or Changes In Temperature.
Insects, Birds, Rodents Or Other Animals.

Central Florida Expressway Authority

Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Consequential Loss Or Damage Of Any Kind Or Description Including Loss Of Use, Loss Of Market Or Delay, Unless Specifically Insured Elsewhere In This Policy.
Electrical Breakdown Of Any Electrical Machinery Or Apparatus While Said Equipment Is Undergoing An Insulation Breakdown Test Or Is Being Dried Out, Unless Direct Physical Damage Not Otherwise Excluded By This Policy Results To Covered Property, In Which Event, This Policy Shall Cover Only Such Resulting Damage
Corrosion, Decay, Deterioration, Erosion, Evaporation, Inherent Vice, Latent Defect, Leakage, Loss Of Weight, Marring Or Scratching, Rust, Shrinkage, Wear And Tear, Wet Or Dry Rot Or Any Quality In Property Which Causes It To Damage Or Destroy Itself
Normal Subsidence, Settling, Cracking, Heaving, Expansion Or Contraction Of Walls, Floors, Ceilings, Roofs, Foundations, Patios, Walkways, Driveways Or Paving.
Errors, Omission Or Deficiency In Design, Plans, Workmanship, Specifications Or Materials Unless Fire Or Explosion Ensues And Then Only For The Loss, Damage Or Expenses Resulting From Such Fire Or Explosion.
Interruption Of Incoming Electricity, Fuel, Water, Gas, Steam, Refrigerant Or Other Services, Unless Specifically Insured Elsewhere In This Policy
Cost Of Excavations, Grading, Backfilling Or Filling, EXCEPT In Connection With Repairs To Building(S), Structure(S), Or Improvements To Land Including Land Fill Destroyed Or Damaged By A Covered Cause Of Loss
Electrical, Gas, Steam, Water, Telephone And Other Transmission Lines And Related Plants, Substations And Equipment Located Beyond One Thousand (1,000) Feet From The Covered Property
Land; Water; Growing Crops; Lawns; Outdoor Trees, Shrubs And Plants; Standing Timber; Coal; Mines, Including Property Contained Therein
Named Insured's Interest In Property Of Which The Named Insured Is A Joint Owner With Other Parties (Known As Joint Venture Property) Unless Declared As Such In The Schedule Of Values
Underground Wells, Piping, Mains, Sewers And Drains, Including Personal Property Therein; Unless Included In The Schedule Of Values
As Respects Loss Of Revenue Coverage: - Any Physical Loss Or Damage To Property Not Insured By This Policy; - Any Increase Of Loss Which May Be Occasioned By The Suspension, Non Completion, Lapse, Or Cancellation Of Any Lease, License, Contract, Or Purchase Order; - Any Increase Of Loss Due To Interference At The Named Insured's Property By Strikers Or Other Persons With Rebuilding, Repairing, Or Replacing The Property Damaged Or Destroyed, Or With The Resumption Or Continuation Of Business, Or With The Re-Occupancy Of The Property; - Any Loss Occurring To Property In Transit Off Premises; - Non Availability Of Funds, Other Than Insurance Reimbursement, For The Repair Or Replacement Of Lost Or Damaged Covered Property; - The Failure Of The Named Insured To Use Diligence And Dispatch In Restoring The Damage Property To The Condition Existing Prior To The Physical Loss Or Damage.
Zurich Operational Civil Works Policy (Coverage & Exclusions)
Unexplained or mysterious disappearance, shortage or other loss discovered upon taking inventory.

Binding Requirements:

DESCRIPTION
None

Central Florida Expressway Authority

Program Details (Cont.)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Total Insured Value - \$1,273,700,873.00
60 Days Written Notice of Cancellation; 10 Days Written Notice for Non-Payment
Zurich shall have the right to inspect property and operations at any reasonable time. Insured agrees to comply with any reasonable Risk Engineering recommendations to avoid a loss.
The Named Insured will report in writing to the Carrier every loss Occurrence which may give rise to a claim under this Policy as soon as possible, but not later than (30) thirty days after it becomes known to the Named Insured.
Knowledge of an occurrence by the agent, servant or employee of the Named Insured shall not in itself constitute Knowledge by the Named Insured, unless the Owner, General Manager, Director, Risk Manager or General Counsel shall have received such notice from its or their agent, servant or employee.
Deductible & Waiting Periods: In the event that more than one deductible as attached to this Policy shall apply to Insured I loss of or damage to Covered Property in any one Occurrence, only the largest deductible shall be applied. Loss of Revenue; the waiting period will always be applied in addition to any dollar deductible stated for physical damage.
3 Year Rate Guarantee extended to 7/1/2017, subject to: - Loss ratio, including expense & reserve, not to exceed 30% - Increase of Property and/or Time Element value less than 5% - Insured agrees to provide Zurich with updated values within 30 days of each anniversary date

Premium	\$589,307.26
Taxes Admitted carrier surcharges	
Total Taxes	\$0.00
ESTIMATED PROGRAM COST	\$589,307.26
Minimum Premium -	100.00 %
TRIA/TRIPRA PREMIUM (included in total premium above)	\$11,787.12

Optional Coverages:

OPTION	DEDUCTIBLE / SIR	PREMIUM CREDIT	TOTAL PREMIUM FOR THIS OPTION
2	\$250,000 Property Damage Per Occurrence	\$34,424.05CR	\$554,928.09
3	\$500,000 Property Damage Per Occurrence	\$68,821.17CR	\$520,530.97

Central Florida Expressway Authority

Program Details (Cont.)

	Exposures		Premium
Property Damage	\$898,725,214.00		\$382,243.71
Loss of Revenue	\$374,975,659.00		\$195,276.43
		Subtotal	\$577,520.14
Terrorism Coverage Premium			\$ 11,787.12
Estimated Admitted Carrier State Assessments & Surcharges (N/A this year)			\$ 0.00
Total TIV	\$1,273,700,873	Total	\$589,307.26

Signature: _____

Title: _____

Date: _____

Central Florida Expressway Authority

Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

No Changes and/or Developments

Signature: _____

Title: _____

Date: _____

Central Florida Expressway Authority

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.
3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.
6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

Central Florida Expressway Authority

Proposal Disclosures (Cont.)

7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Client Signature Requirements

Central Florida Expressway Authority

Coverages For Consideration

Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Other Coverage Considerations

- Cyber Risk
- Loss of Revenue, Non-Physical Damage
- **Builders Risk / Owners Protective Professional Coverage** – due to CFEA's ongoing construction projects, it may want to explore ways to protect itself from construction risks such as OPPI, or owners builders risk coverage. Similar public clients that are undergoing expansive renovations/additions have purchased this coverage to protect its assets. OPPI coverage as an example provides professional liability coverage to CFEA that sits over top of your designer/engineer policies in the event their coverage does not respond or does not carry sufficient coverage limits.

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Central Florida Expressway Authority

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/21/2016, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

		LINE OF COVERAGE	CARRIER
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	Property (\$100,000 Property Damage Per Occurrence Deductible)	Zurich American Insurance Company (Zurich Group)
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	TRIA Coverage	
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	Property (\$250,000 Property Damage Per Occurrence Deductible)	Zurich American Insurance Company (Zurich Group)
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	TRIA Coverage	
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	Property (\$500,000 Property Damage Per Occurrence Deductible)	Zurich American Insurance Company (Zurich Group)
<input type="checkbox"/> Accept	<input type="checkbox"/> Reject	TRIA Coverage	

Producer/ Insured Coverage Amendments and Notes:

Client Initials

Central Florida Expressway Authority

Client Authorization To Bind Coverage

Provide Quotations or Additional Information on the Following Coverage Considerations:

Other Coverage Considerations

Yes No Cyber Risk

Yes No Loss of Revenue, Non-Physical Damage

Yes No Builders Risk / Owners Protective Professional Coverage

Note: Selecting the "Reject All or Accept All" option will override any selections that you have made above

Reject All Accept All - Coverages for Consideration

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: _____
Specify: owner, partner or corporate officer

Print Name

Date: _____

Central Florida Expressway Authority

Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

Policy #IM552554200
ZURICH AMERICAN INSURANCE COMPANY
P.O. Box 968084
Schaumburg, IL 60196
Phone: (800) 987-3373
Online: ZNA Online Claims
Fax: (877) 962-2567
Email: USZ_CareCenter@Zurichna.com

Central Florida Expressway Authority

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Central Florida Expressway Authority

COVERAGE(S)	CARRIER NAME(S)	ESTIMATED ANNUAL PREMIUM ¹	COMM. % OR FEE ²	WHOLESALER, MGA OR INTERMEDIARY		
				NAME ³	COMMISSION % / FEE \$ ⁴	
					AJG OWNED? YES/NO	
Property \$100,000 Deductible Option	Zurich American Insurance Company (Zurich Group)	\$589,307.26	0%	N/A	N/A	N/A
Property \$250,000 Deductible Option	Zurich American Insurance Company (Zurich Group)	\$554,928.09	0%	N/A	N/A	N/A
Property \$500,000 Deductible Option	Zurich American Insurance Company (Zurich Group)	\$520,530.97	0%	N/A	N/A	N/A
Risk Management Fee			\$50,000.00			

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the [Compensation Disclosure](#) or contact your Gallagher representative for additional information.

1 *A verbal quotation was received from this carrier. We are awaiting a quotation in writing. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

** A written quotation was received from this carrier. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

2 The commission rate is a percentage of annual premium excluding taxes & fees.

3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.


4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: CFX Board Members

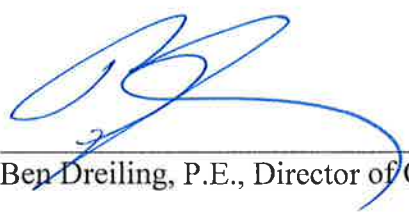
FROM: Robert Johnson 
Manager of Procurement


DATE: April 26, 2016

SUBJECT: Authorization to Advertise
CFX Generator Replacement
Project 599-1032, Contract No., 001202

Board authorization is requested to advertise for bids for the CFX Generator Replacement at 16 ramp plazas and 2 mainline toll plazas on SR 417 and S.R. 408. The existing standby generators have reached the end of their useful life.

This project is part of the current Five-Year Work Plan.

Reviewed by: 
Ben Dreiling, P.E., Director of Construction




CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

Date April 26, 2016

Subject: Award of Contract for Construction Engineering and Inspection Services for
SR 429/Wekiva Parkway from the Systems Interchange to East of Mount
Plymouth Road
Project No. 429-205; Contract No. 001088

The Board approved on January 14, 2016, the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with the number one ranked firm, KCCS, Inc. Those negotiations have been completed and Board award of the contract to KCCS, Inc. in the not-to-exceed amount of \$3,100,000.00 is requested.

Reviewed By:


Ben Dreiling, P.E., Director of Construction



4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

WWW.CFXWAY.COM



AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KCCS, INC.**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
S.R. 429 (WEKIVA PARKWAY) FROM THE SYSTEMS
INTERCHANGE TO EAST OF
MOUNT PLYMOUTH ROAD**

PROJECT NO. 429-205

CONTRACT NO. 001088

**CONTRACT DATE: MAY 12, 2016
CONTRACT AMOUNT: \$3,100,000.00**

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

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

FOR

**S.R. 429 (WEKIVA PARKWAY) FROM THE SYSTEMS INTERCHANGE TO EAST OF
MOUNT PLYMOUTH ROAD
PROJECT NO. 429-205**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001088

MAY 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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<u>Section</u>	<u>Title</u>	<u>Page</u>
AG	Agreement	AG-1 to AG-18
	Exhibit "A", Scope of Services	
	Exhibit "B", Method of Compensation	
	Exhibit "C", Details of Cost and Fees	
	Exhibit "D", Project Organization Chart	

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 001088**

THIS AGREEMENT, made and entered into this 12th day of May, 2016 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the “CFX” and KCCS, Inc. hereinafter called “CONSULTANT”, carrying on professional practice in engineering with offices located at 135 West Central Boulevard, Suite 300, Orlando, FL. 32801.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001088, S.R. 429 (Wekiva Parkway); Project 429-205.

2.0 The CONSULTANT and CFX 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.

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

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five year term from the date of the Notice to Proceed from CFX which includes the construction period of 19 months and a period of one month before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of Exhibit B, Method of Compensation, the term shall be 21 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 CFX 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. CFX 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 CFX 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 CFX.

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 CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX 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.

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 CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX'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 CFX 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 CFX'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 CFX 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 CFX Board at its next regularly scheduled meeting.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for Contract No. 001019R including, but not necessarily limited to, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.

7.0 COMPENSATION

CFX 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 \$3,100,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX 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 CFX 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 CFX 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 CFX 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 CFX, whichever is later.

10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX 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 CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX 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 CFX 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 CFX.

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

CFX 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 CFX, 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 CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX 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. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX 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 CFX'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 CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX 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 CFX and request clarification of CFX'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 CFX and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, error or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX 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, CFX will immediately forward the claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the claim and report their findings to each other within seven working days. CFX and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, CFX will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend CFX in such claim as described in this section. CFX'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 CFX to the CONSULTANT of the claim. CFX 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 CFX 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 CFX against any claim, suit or proceeding brought against CFX 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 CFX.

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, CFX 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 CFX, 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 CFX. 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 CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX 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 CFX 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 CFX for negligence, errors, mistakes or omissions in the performance of

services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX 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 CFX 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 CFX, CFX 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 CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, 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 CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the

required coverage and limits does not constitute approval or agreement by CFX 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 CFX 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 CFX.

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 CFX'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 CFX 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 CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX 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 CFX 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 CFX 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 CFX 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 exclusively in Orange County, Florida.

22.00 INSPECTOR GENERAL

The CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes.

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

IN WITNESS WHEREOF, the CONSULTANT and CFX 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 CFX's Board of Directors at its meeting on May 12, 2016.

CONSULTANT

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX 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 CFX, for Contract No. 001088, S.R. 429 (Wekiva Parkway) from Systems Interchange to east of Mount Plymouth Road.

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, CFX's need to apply its own resources to assignments authorized by CFX. CFX, 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. CFX, at its option, may elect to have any of the services performed by other consultants or CFX 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 CFX.

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

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of five (5) years thereafter. For purposes of Exhibit B, Method of Compensation, the term shall be considered 21 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, and 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 CFX 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 CFX'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 CFX'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 CFX 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 CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, 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 CFX's methods and utilizing CFX's filing system.
3. Receive, review, and recommend acceptance by CFX 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 CFX 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 CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, CFX may request an interpretation from the Wekiva Parkway Corridor Consultant and/or Design Engineers.
10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.
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 CFX 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 CFX 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 CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.
16. Prepare and submit to CFX 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 CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to complete indexing and boxing project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX'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 CFX 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, CFX's Wekiva Parkway Corridor Consultant will review and approve structural, life-safety, and unusual or specialty submittals.

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

21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared and a copy transmitted to CFX 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 CFX 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 CFX. An individual previously approved by CFX whose performance is later determined by CFX 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 CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

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 CFX 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 CFX'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 CFX. 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 CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, 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. CFX Construction Project Administration Procedures.
- H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction projects. However, if CFX 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. CFX 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 CFX.

- A. FDOT Standard Specifications for Road and Bridge Construction, 2014 edition.
- B. FDOT Roadway and Traffic Design Standards, 2014 edition.
- C. FDOT Structures Design Standards, current edition.
- D. FDOT Construction Manual, current edition.
- E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.
- F. FDOT Qualified Products Listing, current edition.
- G. FDOT Utility Accommodation Guide, current edition.
- H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.
- I. FDOT Basis of Estimates and Computation Manual, current edition.
- J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.
- K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.
- L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.
- M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

- N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items necessary to maintain an office.
- O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.
- P. Project telephones and services, including long distance charges.
- Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.
- R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.
- S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.
- T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. 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 CFX 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 CFX'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 CFX.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX 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 CFX 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 CFX'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 CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. 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 CFX 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 CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX 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 CFX 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 CFX Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, 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 CFX, 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 CFX, 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 CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

Central Florida Expressway Authority
Project No. 429-205
Contract No. 001088

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, CFX will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed \$3,100,000.00. 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:

	\$ 2,091,717.23
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- Premium Overtime (Limiting Amount) Compensation for premium overtime costs are provided only for firms that do not account reimbursement through their overhead rate (at the time of execution of this contract) or for firms that have had their field overhead rate capped at 120% or for firms that allocate this to the FDOT direct expense rate because such rate is not reimbursed as part of this contract.

	\$ 15,290.92
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- Fixed Fee/Operating Margin.(Field Services)

KCCS (Lump Sum)	\$ 191,699.51
Sub-Consultants (Limiting Amount)	\$ 59,306.57

- Direct Project Expenses (As Identified)

Office Setup and Rent (Allowance)		\$ 70,179.95
Office Supplies, Tools, Equip (Lump Sum) (See Prime/Sub Exhibit "C" for individual amounts)		\$ 21,269.21
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.)		\$ 120,938.58
KCCS – Mgmt	\$ 5.45	
KCCS – Sr. Insp.	\$ 4.96	
KCCS – Insp	\$ 5.95	
EEC – Insp	\$ 3.32	
PICS – Insp	\$ 3.35	
Page One – Insp	\$ 4.57	

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

(Asphalt Testing Svcs) Page One	\$ 21,000.00
(Lab Testing Svcs) Page One	\$ 19,978.00
(Geo & PDA) GRL	\$ 108,955.94
(Survey) EAI	\$ 32,845.04

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established and therefore have included a contingency to be expended at the sole discretion and prior authorization of CFX

Contingency (Allowance)	\$ 346,819.05
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2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT will receive monthly progress payments as follows: Month 1 @ \$3,475.22, Months 2 – 21 will be paid in equal installments of \$695.02 per month. Unless otherwise agreed upon by CFX, 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 CFX, will be made on final billing.

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, CFX 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 CFX.

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. CFX 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. CFX 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 CFX 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 CFX 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 CFX. The CONSULTANT will maintain for this purpose a job cost accounting system that is acceptable to CFX. If required by CFX, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system.

4.0 RATE ESCALATION PROVISION

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

END OF SECTION

EXHIBIT C

DETAILS OF COSTS AND FEES



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
CEI CONSULTANT ESTIMATE OF WORK EFFORT AND FEE
PRIME CONSULTANT: KCCS, Inc.**



TOTAL

CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R

PROJECT SUMMARY

CONTRACTUAL ROLE	FIRM	SERVICES	PAGE #	TOTAL
Prime	KCCS, Inc. (KCCS)	Construction Engineering & Inspection (CEI)		\$1,977,407.23
Subconsultant #1	Elipsis Engineering & Consulting, LLC (DBE)	Construction Engineering & Inspection (CEI)		\$160,924.89
Subconsultant #2	GRL Engineers, Inc. (GRL)	Geotechnical/PDA Services		\$108,955.94
Subconsultant #3	PI Consulting Services, LLC (DBE)	Construction Engineering & Inspection (CEI)		\$146,646.13
		Asphalt Plant Inspection		\$21,000.00
		Materials Testing		\$19,978.00
Subconsultant #4	Page One Consultants, Inc. (POC) (DBE)	Construction Engineering & Inspection (CEI)		\$285,423.72
Subconsultant #5	Echezabal & Associates, Inc. (EA) (DBE)	Survey Services		\$32,845.04

NOTE:

SUB-TOTAL (KCCS & ALL SUBCONSULTANTS):	\$2,753,180.95
CONTINGENCY:	\$ 346,819.05
TOTAL (KCCS, ALL SUBCONSULTANTS & CONTINGENCY):	\$3,100,000.00
ESTIMATED DBE PARTICIPATION*:	24.22%
CFX CONSTRUCTION BUDGET: (Total Construction \$ N/A at this time.)	\$50,000,000.00
PERCENT CEI OF CONSTRUCTION BUDGET*:	5.21%

*Note: This % excludes Geo/PDA, Survey & Materials Testing.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001086R

Method of Compensation			
Total			\$ 2,753,180.95
Salary Related Costs - Field Inspection			\$ 2,091,717.23
	KCCS		\$1,597,495.88
	EEC		\$135,245.97
	GRL		\$ - See Limiting Amount for Geotech/PDA
	PICS		\$122,612.48
	Page One		\$236,362.90
	EAI		\$ - See Limiting Amount for Survey Services
Premium Overtime			\$ 15,290.92
	KCCS		\$11,311.74
	EEC		\$ - Not eligible for Premium OT--included in overhead
	GRL		\$ - See Limiting Amount for Geotech/PDA
	PICS		\$ - Not eligible for Premium OT--included in overhead
	Page One		\$3,979.18
	EAI		\$ - See Limiting Amount for Survey Services
Operating Margin			\$ 251,006.08
	KCCS @ 12.0%		\$191,899.51
	EEC @ 12.0%		\$16,229.52
	GRL @ 12.0%		\$ - See Limiting Amount for Geotech/PDA
	PICS @ 12.0%		\$14,713.50
	Page One @ 12.0%		\$28,363.55
	EAI @ 12.0%		\$ - See Limiting Amount for Survey Services
Direct Expense Reimbursement			\$ 21,269.21
		# Months	Rate
KCCS Month 1 (20% Mob)		1.00	\$ 3,475.22 \$ 3,475.22
Months 2 - 21		20.00	\$ 695.02 \$ 13,900.40
EEC			\$ 17,375.62
GRL			\$ 1,234.96
PICS			\$ 1,032.58
Page One			\$ 1,626.05
EAI			\$ - See Limiting Amount for Survey Services
Vehicle / Mobile Communications (Hourly Rate of Reimbursement)			\$ 120,938.58
		Hrly Rate	
KCCS-Mgmt		\$ 5.45	\$ 29,405.37
KCCS-Sr Insp		\$ 4.98	\$ 24,576.00
KCCS-Insp		\$ 5.95	\$ 35,363.16
EEC		\$ 3.32	\$ 8,214.44
GRL			\$ - See Limiting Amount for Geotech/PDA
PICS		\$ 3.35	\$ 8,287.57
Page One		\$ 4.57	\$ 15,092.04
EAI			\$ - See Limiting Amount for Survey Services
Office Expenses--including Rent, Furniture, Utilities, etc (Allowance)			\$ 70,179.95
Offsite Plant Inspection, Testing, Geotech & Survey			\$ 182,778.98
1) Geotechnical & PDA Services	GRL		\$ 108,955.94 See Limiting Amount for Geotech/PDA
2) Asphalt Plant Inspection	Page One		\$ 21,000.00 See Limiting Amount for Asphalt Plant Inspection
3) Testing Services	Page One		\$ 19,978.00 See Limiting Amount for Laboratory Testing Service
4) Survey Services	EAI		\$ 32,845.04 See Limiting Amount for Survey Services

Summary of Above			
Salaries			\$ 2,091,717.23
Premium Overtime			\$ 15,290.92
Operating Margin			\$ 251,006.08
KCCS			\$ 191,899.51
Subs			\$ 59,306.57
Direct Expenses			\$ 21,269.21
Veh/Mobile Comm Expenses			\$ 120,938.58
Office Set-up			\$ 70,179.95
<u>Limiting Amount Services:</u>			
GRL - Geotech & PDA Services			\$ 108,955.94
Page One- Asphalt Plant Inspection			\$ 21,000.00
Page One- Testing Services			\$ 19,978.00
Echezabal- Survey Services			\$ 32,845.04
Contingency			\$ 346,819.05
Total			\$ 3,100,000.00

SUMMARY BY CONSULTANT			
	O/Head % - Actual	O/Head % - Used This Contract	Totals
KCCS	154.32%	120.00%	\$1,977,407.23
EEl (DBE)	121.01%	120.00%	\$ 160,924.89
GRL	158.57%	120.00%	\$ 108,955.94
PICS (DBE)	113.73%	113.73%	\$146,646.13
Page One (DBE)	128.06%	120.00%	\$ 285,423.72
API			\$ 21,000.00
Testing			\$ 19,978.00
EAI (DBE)	174.64%	120.00%	\$ 32,845.04
TOTAL			\$ 2,753,180.95



TOTAL - KCCS and Subconsultants
Project #429-205 / Contract #001088R
CEI Services for SR429 (Wekiva Expressway)



FIRM / NAME	PERSONNEL CLASSIFICATIONS	2017												2018				TOTAL HOURS	TOTAL Months								
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT			NOV	DEC	JAN	FEB	MAR	APR		
KCCS -Antonio Rodriguez	CEI-Senior Project Engineer (AR)	0.30	0.50	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.70	0.40	0.30			2,211.00	13.40	
KCCS-Mike Wilson	CEI-Project Administrator (MW)	0.30	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50		3,184.50	19.30	
KCCS-Jacquelyn Kimball	CEI-Contract Support Specialist (JK)	0.30	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50		3,184.50	19.30	
KCCS-David Fogt	CEI-Sr. ITS Inspector* (DF)	0.00	0.00	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50			2,392.50	14.50	
KCCS-Mike Brown	CEI-Sr. Bridge Insp* (MB)	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50	0.50			2,557.50	15.50	
KCCS-Jim Boyle	CEI-Inspector* (JB)	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50			3,135.00	19.00	
KCCS -Dennis Cowart	CEI-Inspector* (DC)	0.00	0.00	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50			2,805.00	17.00	
Elipsis - Jason Miller	CEI-Inspector* - Elipsis (JM) - DBE			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					2,475.00	15.00	
PI C - Mark Dawkins	CEI-Inspector* - PIC (MD) - DBE			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					2,475.00	15.00	
Page One-Matt Moorefield	CEI-Inspector* - POC (MM) - DBE	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50			3,300.00	20.00	
*Eligible for overtime	Project based on 165 manhours/month	1.40	3.50	8.20	9.20	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.70	9.20	6.70	6.20	4.90	2.30	0.00	27,720.00	168.00
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21					
Echezabal**	3-Person Survey Crew																									-	Hours
	4-Person Survey Crew	165.00																								165.00	Hours
	5-Person Survey Crew																									-	Hours

**Survey time based on hours.

Remarks: Based on the schedule provided with this proposal and 100% Plans, the estimated Construction Duration is from August 2016 thru February 2018 (19 months). This chart shows jobsite personnel only.

EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R

4/26/2016 10:38 AM

Prime Consultant: KCCS, Inc.



Section #	REF #	Page #	New/ Salv	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
SECTION A - FIELD OFFICE ALLOWANCE											
A	A-01	1	N/A	Office-Modular, Monthly Lease (Pac-Van) (\$1275 + \$25)	21.0	\$1,300.00	\$27,300.00	\$1,774.50	\$0	0%	\$29,074.50
N/A	N/A	N/A	N/A	Office, Land Lease (furnished by CFX)	21.0	\$0.00	\$0.00	\$0.00	\$0	0%	\$0.00
A	A-02A	1	N/A	Office-Modular, Delivery [(\$750) + Set-up (\$6400)]	1.0	\$7,150.00	\$7,150.00	\$0.00	\$0	0%	\$7,150.00
A	A-02B	1	N/A	Office-Modular, [Tear-down (\$3600) + Return (\$750)]	1.0	\$4,350.00	\$4,350.00	\$0.00	\$0	0%	\$4,350.00
N/A	N/A	N/A	N/A	Security System & Installation	0.0		\$0.00	\$0.00	\$0	0%	\$0.00
A	A-03	2	N/A	Security System Monitoring (Estimate—including system & installation)	21.0	\$80.00	\$1,680.00	\$109.20	\$0	0%	\$1,789.20
A	A-04	3	N/A	Utilities-elec., water & waste (Estimate/Allowance)	21.0	\$250.00	\$5,250.00	\$341.25	\$0	0%	\$5,591.25
A	A-05	2	N/A	Lot Preparation & D/Way Stabilization (Estimate/Allowance)	1.0	\$15,000.00	\$15,000.00	\$975.00	\$0	0%	\$15,975.00
A	A-06	2	N/A	Janitorial Services (monthly cost)	21.0	\$250.00	\$5,250.00	N/A	\$0	0%	\$5,250.00
A	A-07	2	N/A	Move-in & Move-out (Est/Allowance-rental truck & temp labor to move KCCS' furniture & equip)	2.0	\$500.00	\$1,000.00	N/A	\$0	0%	\$1,000.00
SUBTOTAL - A											\$70,179.95
SECTION B1 - FIELD OFFICE FURNITURE											
B1	B1-01	4	N	Chair, Desk	1.0	\$129.99	\$129.99	\$8.45	\$69.22	50%	\$69.22
B1	B1-02	5	N	Desk, Office/Computer	1.0	\$169.99	\$169.99	\$11.05	\$0	0%	\$181.04
B1	B1-03	6	N	Paper, Multi-Use, 8.5x11 (Carton of 5000)	10.0	\$45.99	\$459.90	\$29.89	\$0	0%	\$489.79
B1	B1-04	7	N	Paper, Multi-Use, 8.5x14 (Carton of 5000)	5.0	\$63.59	\$317.95	\$20.67	\$0	0%	\$338.62
B1	B1-05	8	N	Paper, Multi-Use, 11x17 (Carton of 2500)	5.0	\$58.99	\$294.95	\$19.17	\$0	0%	\$314.12
SUBTOTAL - B1											\$1,392.79
SECTION B2 - ELECTRONIC EQUIPMENT & SOFTWARE											
B2	B2-01	9	S	Workstation w/Monitor & Office software (Remaining Salvage from #528-405/#000982)	1.0	\$0.00	\$0.00	N/A	-\$107.92	0%	\$107.92
B2	B2-02	9	S	Monitor, 23" (SPE) (Remaining Salvage from #528-405/#000982)	1.0	\$0.00	\$0.00	N/A	-\$199.42	0%	\$199.42
B2	B2-03	10	N	WatchGuard (Firewall) (Cost allowance=current cost of 1038.64/36months = 28.85 month)	21.0	\$28.85	\$605.85	N/A	\$0	0%	\$605.85
B2	B2-04	11	N/A	Canon WorkCentre (Monthly lease, maint & avg monthly usage—includes tax)	21.0	\$401.14	\$8,423.94	N/A	\$0	0%	\$8,423.94
B2	B2-05	12	N	Back-UPS (Cost Allowance = current cost of 112.46*50% = 56.23)	2.0	\$56.23	\$112.46	N/A	\$0	0%	\$112.46
B2	B2-06	13	N	Microsoft Office, Windows,MS-CAL-for sharepoint (105.46 + 46.56 + 52.61 = 204.63/12 = 17.05 month)	21.0	\$17.05	\$358.05	\$23.27	\$0	0%	\$381.32
B2	B2-07	14	N	Symantec Protection Suite (349.92 / 10 Licenses = 34.99 x 6 Users = 209.94 per year / 12 = 17.50 mo)	21.0	\$17.50	\$367.50	\$23.89	\$0	0%	\$391.39
SUBTOTAL - B2											\$10,222.30

*Please note: Cost allowance for salvaged items were based on 20% of current price quote.

EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R

4/26/2016 10:38 AM

Prime Consultant: KCCS, Inc.



Section #	REF #	Page #	New/ Salv	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
SECTION C1 - MONTHLY VEHICLES & PORTABLE COMMUNICATIONS (BILLABLE EXPENSE)											
C1	C1-01	15	N/A	SPE - 4 x 4 Mid-size Utility Vehicle (FDOT Guideline)	13.40	\$376.00	\$5,038.40	INCL.	\$0	0%	\$5,038.40
C1	C1-02	15	N/A	PA - Full Size PU (FDOT Guideline)	19.30	\$407.00	\$7,855.10	INCL.	\$0	0%	\$7,855.10
C1	C1-03	15	N/A	Senior Inspector - Full Size PU (FDOT Guideline)	14.50	\$407.00	\$5,901.50	INCL.	\$0	0%	\$5,901.50
C1	C1-04	15	N/A	Senior Inspector - Full Size PU (FDOT Guideline)	15.50	\$407.00	\$6,308.50	INCL.	\$0	0%	\$6,308.50
C1	C1-05	15	N/A	Inspector #1 -Econo Full PU (FDOT Guideline)	19.00	\$325.00	\$6,175.00	INCL.	\$0	0%	\$6,175.00
C1	C1-06	15	N/A	Inspector #2 -Econo Full PU (FDOT Guideline)	17.00	\$325.00	\$5,525.00	INCL.	\$0	0%	\$5,525.00
C1	C1-07	15	N/A	Operation & Maint Allowance per FDOT guidelines (840/miles/mo-228.30x84=191.77)(SPE & PA)	32.70	\$191.77	\$6,270.88	INCL.	\$0	0%	\$6,270.88
C1	C1-08	15	N/A	Operation & Maint Allowance per FDOT guidelines (600/miles/mo-338.40x60=136.98) (Sr Insp's-2)	30.00	\$136.98	\$4,109.40	INCL.	\$0	0%	\$4,109.40
C1	C1-09	15	N/A	Operation & Maint Allowance per FDOT guidelines (1160/miles/mo-228.30x1.16) (Inspector-JB)	19.00	\$264.83	\$5,031.77	INCL.	\$0	0%	\$5,031.77
C1	C1-09a	15	N/A	Operation & Maint Allowance per FDOT guidelines (1440/miles/mo-228.39&x1.44) (Inspector-DC)	17.00	\$328.75	\$5,588.75	INCL.	\$0	0%	\$5,588.75
C1	C1-10	15	N/A	Insurance & Licensing - Monthly Allowance per FDOT guidelines (SPE & PA)	32.70	\$184.93	\$6,047.21	INCL.	\$0	0%	\$6,047.21
C1	C1-11	15	N/A	Insurance & Licensing - Monthly Allowance per FDOT guidelines (Senior Inspectors-2)	30.00	\$184.93	\$5,547.90	INCL.	\$0	0%	\$5,547.90
C1	C1-12	15	N/A	Insurance & Licensing - Monthly Allowance per FDOT guidelines (Inspectors-2)	36.00	\$184.93	\$6,657.48	INCL.	\$0	0%	\$6,657.48
C1	C1-13	16	N/A	Tolls-Monthly (SPE)	13.40	\$34.96	\$468.46	INCL.	\$0	0%	\$468.46
C1	C1-14	16	N/A	Tolls-Monthly (PA)	19.30	\$34.96	\$674.73	INCL.	\$0	0%	\$674.73
C1	C1-15	16	N/A	Tolls-Monthly (Senior Inspectors-2) + (Inspector-1)	47.00	\$0.00	\$0.00	INCL.	\$0	0%	\$0.00
C1	C1-16	16	N/A	Tolls-Monthly (Inspector-1)	19.00	\$174.80	\$3,321.20	INCL.	\$0	0%	\$3,321.20
C1	C1-17	17	N/A	Cell Phone w/data, Mthly Svc--based on mmonths(SPE & PA)(58.88 + 7.03 gr access/incl taxes)	32.70	\$65.91	\$2,155.26	INCL.	\$0	0%	\$2,155.26
C1	C1-18	17	N/A	Cell Phone w/data, Mthly svc--based on man months (Sr Insp)(55.88 + 7.03 group access/incl tax)	30.00	\$62.91	\$1,887.30	INCL.	\$0	0%	\$1,887.30
C1	C1-19	17	N/A	Cell Phone w/o data, Monthly service--based on man months (Inspectors-2) (50.70+7.03=57.73)	36.00	\$57.73	\$2,078.28	INCL.	\$0	0%	\$2,078.28
C1	C1-20	17	N/A	MiFi Service, Mthly--based on man months (SPE & PA) (\$27.38 incl taxes -- special rate)	32.70	\$27.38	\$895.33	INCL.	\$0	0%	\$895.33
C1	C1-21	17	N/A	MiFi Service, Mthly--based on man months (Sr Insp)(\$27.38 incl taxes -- special rate)	30.00	\$27.38	\$821.40	INCL.	\$0	0%	\$821.40
C1	C1-22	17	N/A	MiFi Service, Mthly--based on man months (Insp's-2)(\$27.38 incl taxes -- special rate)	36.00	\$27.38	\$985.68	INCL.	\$0	0%	\$985.68

SUBTOTAL - C1 \$89,344.53

Billable Expense Reimbursement Rates \$/Man Month		
Total \$	Man Months	\$/Man Hour
Management Staff (SPE & PE)	32.70	\$5.45
Inspection Staff (Senior Inspectors-2)	30.00	\$4.96
Inspection Staff (Inspectors-2)	36.00	\$5.95
\$89,344.53	98.70	\$5.49

EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R

4/26/2016 10:42 AM



Prime Consultant: KCCS, Inc.



Section #	REF #	Page #	New/ Salv	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
SECTION C2 - VEHICLE EXPENSE (PART OF LUMP SUM)											
C2	C2-01	18	S	Magnetic Mini-strobe Bar <i>(Remaining Salvage from #528-405/#000982)</i>	3.0	\$0.00	\$0.00	N/A	-\$399.36	0%	\$399.36
C2	C2-02	19	N	Fire Extinguisher, Vehicle	6.0	\$24.99	\$149.94	\$9.75	\$0	0%	\$159.69
C2	C2-03	20	N	First Aid Kit, Vehicle	6.0	\$7.87	\$47.22	\$3.07	\$0	0%	\$50.29
SUBTOTAL - C2											\$609.34
SECTION D - FIELD EQUIPMENT AND SUPPLIES											
D	D-01	21	S	Nuclear Density Machine <i>(Remaining Salvage from #528-405/#000982)</i>	2.0	\$0.00	\$0.00	N/A	-\$596.48	0%	\$596.48
D	D-02	22	N/A	Nuclear Density Mach-Recalibration & shipping (2 mach's x 2yr)	4.0	\$350.00	\$1,400.00	\$91.00	\$0	0%	\$1,491.00
D	D-03	22	N/A	Nuclear Density Mach-Leak Test Kit (2 mach's x 1 per year)	2.0	\$17.00	\$34.00	\$2.21	\$0	0%	\$36.21
D	D-04	23	N/A	Speedy Moisture Calibration (2 mach's x 2/yr = 8)	8.0	\$75.00	\$600.00	\$39.00	\$0	0%	\$639.00
D	D-05	23	N/A	Speedy Moisture - Scale Calibration (2 mach's x 1/yr = 4)	2.0	\$25.00	\$50.00	\$3.25	\$0	0%	\$53.25
D	D-06	24	N	Speedy Moisture Tester Reagent (case)	1.0	\$202.00	\$202.00	\$13.13	\$0	0%	\$215.13
D	D-07	25	N	Concrete Cylinder Molds & Lids (38/case) (Molds=27.70/per 36 case & Lids=9.00/per 36=36.70)	30.0	\$36.70	\$1,101.00	\$71.57	\$0	0%	\$1,172.57
D	D-08	26	N	Field Books	12.0	\$10.50	\$126.00	\$8.19	\$0	0%	\$134.19
D	D-09	27	N	Flashlight	8.0	\$6.97	\$55.76	\$3.62	\$0	0%	\$59.38
D	D-10	28	N	Hard Hats	6.0	\$12.15	\$72.90	\$4.74	\$0	0%	\$77.64
D	D-11	29	N	Keel (12/pack)	1.0	\$8.82	\$8.82	\$0.57	\$0	0%	\$9.39
D	D-12	30	N	Marking Spray Paint (12/case)	4.0	\$36.72	\$146.88	\$9.55	\$0	0%	\$156.43
D	D-13	31	N	Master Locks	4.0	\$9.49	\$37.96	\$2.47	\$0	0%	\$40.43
D	D-14	32	N	Thermometer, Concrete	4.0	\$28.55	\$114.20	\$7.42	\$0	0%	\$121.62
D	D-15	33	N	Thermometer, Asphalt	4.0	\$48.35	\$193.40	\$12.57	\$0	0%	\$205.97
D	D-16	34	N	Vests, Safety, CL3	12.0	\$11.15	\$133.80	\$8.70	\$0	0%	\$142.50
SUBTOTAL - D											\$5,151.19
Total - KCCS Billable/Reimbursable Expenses (see Billable Expense Sheet)											\$89,344.53
Total - KCCS Expenses (Lump Sum) - (excludes Billable Exp & Limiting Exp)											\$87,555.57



EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R



Prime Consultant: KCCS, Inc.

Mileage Calculations - KCCS & Subconsultants

KCCS Mileage Calculations

	Daily	Daily	Daily	Daily	Weekly	Weekly	Weekly	Weekly	Monthly
Position	Office to Site	Rnd Trip Distance	On-site Miles	On-site Total	On-site Total	Rnd Trip to CFX	Lab RndTrip	Total Miles	Total Miles
SPE	2 rnd trips/day	20.00	10.00	30.00	150.00	60.00		210.00	840.00
PA	2 rnd trips/day	20.00	10.00	30.00	150.00	60.00		210.00	840.00
SR Insp (DF)	2 rnd trips/day	20.00	10.00	30.00	150.00			150.00	600.00
SR Insp (MB)	2 rnd trips/day	20.00	10.00	30.00	150.00			150.00	600.00
Insp (JB)	2 rnd trips/day	20.00	10.00	30.00	150.00		140.00	290.00	1160.00
Insp (DC)	2 rnd trips/day	20.00	10.00	30.00	150.00		210.00	360.00	1440.00

Elipsis Mileage Calculations

	Daily	Daily	Daily	Daily	Weekly	Weekly	Monthly
Position	Office to Site	Rnd Trip Distance	On-site Miles	On-site Total	On-site Total	Total Miles	Total Miles
Insp (JM)	2 rnd trips/day	20.00	10.00	30.00	150.00	150.00	600.00

PI Mileage Calculations

	Daily	Daily	Daily	Daily	Weekly	Weekly	Monthly
Position	Office to Site	Rnd Trip Distance	On-site Miles	On-site Total	On-site Total	Total Miles	Total Miles
Insp (MD)	2 rnd trips/day	20.00	10.00	30.00	150.00	150.00	600.00

Page One Mileage Calculations

	Daily	Daily	Daily	Daily	Weekly	Weekly	Monthly
Position	Office to Site	Rnd Trip Distance	On-site Miles	On-site Total	On-site Total	Total Miles	Total Miles
SR Insp (MM)	2 rnd trips/day	20.00	10.00	30.00	150.00	150.00	600.00



Jobsite Toll Expense Estimate

Wekiva Parkway Round Trip Cost Through the project:

<u>Sr. Project Engineer (SPE):</u>	<u>Round Trip per Week</u>		
Estimate Per Week	1.00 @	8.74 =	8.74
			\$0.00
	Total Tolls per Week		\$8.74
	Total Tolls per Month for SPE		\$34.96

<u>Project Administrator:</u>	<u>Round Trip per Week</u>		
Estimate Per Week	1.00 @	8.74 =	8.74
			\$0.00
	Total Tolls per Week		\$8.74
	Total Tolls per Month for PA		\$34.96

<u>Inspector (RT to Lab):</u>	<u>Round Trip per Week</u>		
Estimate Per Week	5.00 @	8.74 =	\$43.70
			\$0.00
			\$0.00
			\$0.00
	Total Tolls per Week		\$43.70
	Total Tolls per Month per each Inspector		\$174.80

SUBCONSULTANT #1: Elipsis Engineering & Consulting, LLC (DBE) (CEI Services)



Project #429-205 / Contract #001088R



PERSONNEL CLASSIFICATIONS							2017												2018				TOTAL HOURS	TOTAL Months		
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR				
CEI-Inspector* - Elipsis (JM) - DBE			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					2,475.0	15.0

* Eligible for overtime

Based on 165 hours/man month

EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R



Prime Consultant: KCCS, Inc.



Section #	REF #	Page #	New/ Salv	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
Elipsis Engineering, Inc.- Expenses											
Subconsultant #1 - EEC - Vehicles / Communications (Billable Expenses)											
SUB#1	EEC-1	1	N/A	Inspector - Vehicle Allowance - Econo PU (Lease)--based on FDOT guidelines	15.0	\$325.00	\$4,875.00	N/A	\$0	0%	\$4,875.00
SUB#1	EEC-2	1	N/A	Operation & Maint Allowance per FDOT guidelines (600 miles/mo=228.30 x .60=136.98)	15.0	\$136.98	\$2,054.70	N/A	\$0	0%	\$2,054.70
SUB#1	EEC-3	1	N/A	Vehicle Insurance & Licensing per FDOT guidelines (N/A)	0.0	\$0.00	\$0.00	N/A	\$0	0%	\$0.00
SUB#1	EEC-4	N/A	N/A	Tolls, Monthly	15.0	\$0.00	\$0.00	N/A	\$0	0%	\$0.00
SUB#1	EEC-5	2-4	N/A	Communications / Cell Phone & Data Mthly Service (75.00 Plus taxes)	15.0	\$75.00	\$1,125.00	INCL	\$0	0%	\$1,125.00
SUB#1	EEC-6	5	N	Inspector - Cell Phone	1.0	\$149.99	\$149.99	\$9.75	\$0	0%	\$159.74
Subtotal (Billable Expenses)											\$8,214.44
Billable Expense Reimbursement Rates \$/Man Month											
							Total \$	Man Months		\$/Man Hour	
							\$8,214.44	15.0		\$3.32	
EEC - Electronics (Lump Sum Expenses)											
SUB#1	EEC-7	6	N	Inspector - Laptop w/software (cost allowance: \$1229.99 x 50% = \$614.50)	1.0	\$1,229.99	\$1,229.99	\$79.95	\$654.97	50%	\$654.97
Subtotal (Lump Sum Expenses)											\$654.97
EEC - Vehicle Expenses (Lump Sum Expenses)											
SUB#1	EEC-8	7	N	Magnetic Mini-strobe Bar (Cost allowance: \$199.99 x 50% = \$100.00)	1.0	\$199.99	\$199.99	\$13.00	\$106.50	50%	\$106.50
SUB#1	EEC-9	8	N	Fire Extinguisher, Vehicle	1.0	\$24.99	\$24.99	\$1.62	\$0	0%	\$26.61
SUB#1	EEC-10	9	N	First Aid Kit, Vehicle	1.0	\$7.16	\$7.16	\$0.47	\$0	0%	\$7.63
SUB#1	EEC-11	10	N	Vehicle Signs	2.0	\$31.75	\$63.50	\$4.13	\$0	0%	\$67.63
SUB#1	EEC-12	11	N	Tool Box, Truck (Cost allowance: \$289.99 x 50% = \$145.00)	1.0	\$289.99	\$289.99	\$18.85	\$154.42	50%	\$154.42
Subtotal (Billable Expenses)											\$362.79
EEC - Field Equipment & Supplies (Lump Sum Expenses)											
SUB#1	EEC-13	12	N	Flashlight	1.0	\$6.97	\$6.97	\$0.45	\$0	0%	\$7.42
SUB#1	EEC-14	13	N	Hard Hat	1.0	\$12.15	\$12.15	\$0.79	\$0	0%	\$12.94
SUB#1	EEC-15	14	N	Measuring Wheel	1.0	\$56.64	\$56.64	\$3.68	\$0	0%	\$60.32
SUB#1	EEC-16	15	N	Measuring Tape, 25'	1.0	\$9.97	\$9.97	\$0.65	\$0	0%	\$10.62
SUB#1	EEC-17	16	N	Measuring Tape, 100'	1.0	\$13.99	\$13.99	\$0.91	\$0	0%	\$14.90
SUB#1	EEC-18	17	N	Safety Vest	1.0	\$11.15	\$11.15	\$0.72	\$0	0%	\$11.87
SUB#1	EEC-19	18	N	Smart Level	1.0	\$186.16	\$186.16	\$12.10	\$99.13	50%	\$99.13
Subtotal (Billable Expenses)											\$217.20
Total EEC Billable/Reimbursable Expenses											\$8,214.44
Total EEC Expenses/Lump Sum (excludes Billable Expenses)											\$1,234.96
Total EEC Expense											\$9,449.40

SUBCONSULTANT #3: PI Consulting Services, Inc. (DBE) (CEI Services)



Project #429-205 / Contract #001088R



PERSONNEL CLASSIFICATIONS	2017												2018				TOTAL HOURS	TOTAL Months						
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT			NOV	DEC	JAN	FEB	MAR	APR
CEI-Inspector* - PIC (MD) - DBE			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00					2,475.00	15.00

* Eligible for overtime

Based on 165 hours/man month

EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R

Prime Consultant: KCCS, Inc.



Section #	REF #	Page #	New/ Salv	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
PI Consulting Services LLC - Expenses											
Subconsultant #3 - PICS - Vehicles / Communications (Billable Expenses)											
SUB#3	PICS-1	1	N/A	Inspector - Vehicle Allowance - Econo PU (Lease)-based on FDOT guidelines	15.0	\$325.00	\$4,875.00	N/A	\$0	0%	\$4,875.00
SUB#3	PICS-2	1	N/A	Operation & Maint Allowance per FDOT guidelines (600 miles/mo=228.30 x .60 = 136.98)	15.0	\$136.98	\$2,054.70	N/A	\$0	0%	\$2,054.70
SUB#3	PICS-3	1	N/A	Vehicle Insurance & Licensing per FDOT guidelines (N/A)	0.0	\$0.00	\$0.00	N/A	\$0	0%	\$0.00
SUB#3	PICS-4	2-3	N/A	Communications / Cell Phone & Data Mthly Service (75.00 Plus taxes)	15.0	\$75.00	\$1,125.00	\$73.13	\$0	0%	\$1,198.13
SUB#3	PICS-5	4	N	Inspector - Cell Phone	1.0	\$149.99	\$149.99	\$9.75	\$0	0%	\$159.74
Subtotal (Billable Expenses)											\$8,287.57
Billable Expense Reimbursement Rates \$/Man Month											
							Total \$	Man Months	\$/Man Hour		
							\$8,287.57	15.0	\$3.35		
PICS - Electronics (Lump Sum Expenses)											
SUB#3	PICS-6	5	N	Inspector - iPad w/case (Cost allowance = \$666.45 x 50% = \$333.23)	1.0	\$666.45	\$666.45	\$43.32	\$354.89	50%	\$354.89
SUB#3	PICS-7	6	N	Inspector - Small HP Printer	1.0	\$84.99	\$84.99	\$5.52	\$0	0%	\$90.51
Subtotal (Lump Sum Expenses)											\$445.40
PICS - Vehicle Expenses (Lump Sum Expenses)											
SUB#3	PICS-8	7	N	Magnetic Mini-strobe Bar (Cost allowance = \$199.99 x 50% = \$100.00)	1.0	\$199.99	\$199.99	\$13.00	\$106.50	50%	\$106.50
SUB#3	PICS-9	8	N	Fire Extinguisher, Vehicle	1.0	\$19.98	\$19.98	\$1.30	\$0	0%	\$21.28
SUB#3	PICS-10	8	N	First Aid Kit, Vehicle	1.0	\$20.57	\$20.57	\$1.34	\$0	0%	\$21.91
SUB#3	PICS-11	9	N	Vehicle Signs	2.0	\$31.75	\$63.50	\$4.13	\$0	0%	\$67.63
SUB#3	PICS-12	10	N	Tool Box, Truck (Cost allowance = \$289.99 x 50% = \$145.00)	1.0	\$289.99	\$289.99	\$18.85	\$154.42	50%	\$154.42
Subtotal (Billable Expenses)											\$371.74
PICS - Field Equipment & Supplies (Lump Sum Expenses)											
SUB#3	PICS-13	11	N	Flashlight	1.0	\$6.97	\$6.97	\$0.45	\$0	0%	\$7.42
SUB#3	PICS-14	12	N	Hard Hat	1.0	\$12.15	\$12.15	\$0.79	\$0	0%	\$12.94
SUB#3	PICS-15	13	N	Measuring Wheel	1.0	\$54.99	\$54.99	\$3.57	\$0	0%	\$58.56
SUB#3	PICS-16	14	N	Measuring Tape, 25'	1.0	\$9.97	\$9.97	\$0.65	\$0	0%	\$10.62
SUB#3	PICS-17	15	N	Measuring Tape, 100'	1.0	\$13.99	\$13.99	\$0.91	\$0	0%	\$14.90
SUB#3	PICS-18	16	N	Safety Vest	1.0	\$11.15	\$11.15	\$0.72	\$0	0%	\$11.87
SUB#3	PICS-19	13	N	Smart Level	1.0	\$186.16	\$186.16	\$12.10	\$99.13	50%	\$99.13
Subtotal (Billable Expenses)											\$215.44

Total PICS-Billable/Reimbursable Expenses	\$8,287.57
Total PICS-Expenses/Lump Sum (excludes Billable Expenses)	\$1,032.58
Total PICS - Expenses	\$9,320.15

SUBCONSULTANT #4: Page One Consultants, Inc. (DBE) (CEI Services)

Project #429-205 / Contract #001088R



PERSONNEL CLASSIFICATIONS							2017												2018				TOTAL HOURS	TOTAL Months							
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR									
CEI-Inspector* - POC (MM) - DBE	0.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50					3,300.00	20.00
																														0.00	0.00

* Eligible for overtime

Based on 165 hours/man month

EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R



Prime Consultant: KCCS, Inc.



Section #	REF #	Page #	New/ Salv	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
Page One Consultants, Inc. - Expenses											
Subconsultant #4 - Page One Consultants, Inc. - Vehicles / Communications (Billable Expenses)											
SUB#4	POC-1	1	N/A	Inspector - Vehicle Allowance - Econo PU (Lease)--based on FDOT guidelines	20.0	\$325.00	\$6,500.00	N/A	\$0	0%	\$6,500.00
SUB#4	POC-2	1	N/A	Operation & Maint Allowance per FDOT guidelines (600 miles/mo=228.30 x .60=136.98	20.0	\$136.98	\$2,739.60	N/A	\$0	0%	\$2,739.60
SUB#4	POC-3	1	N/A	Vehicle Insurance & Licensing per FDOT guidelines	20.0	\$184.93	\$3,698.60	N/A	\$0	0%	\$3,698.60
SUB#4	POC-4	2	N/A	Communications / Cell Phone Mthly Service (includes taxes)	20.0	\$65.00	\$1,300.00	INCL	\$0	0%	\$1,300.00
SUB#4	POC-5	--	S	Inspector - Cell Phone		\$0.00	\$0.00	\$0.00	\$0	0%	\$0.00
SUB#4	POC-6	3	N/A	MiFi / Monthly Service for Laptop--based on manmonths (39.08 includes taxes)	20.0	\$40.03	\$800.60	INCL	\$0	0%	\$800.60
SUB#4	POC-7	4	N	MiFi Device	1.0	\$49.99	\$49.99	\$3.25	\$0	0%	\$53.24
Subtotal (Billable Expenses)											\$15,092.04
Page One Consultants, Inc. - Electronics (Lump Sum Expenses)											
							Billable Expense Reimbursement Rates \$/Man Month				
							Total \$	Man Months	\$/Man Hour		
							\$15,092.04	20.0	\$4.57		
SUB#4	POC-8	5	S	Inspector - Laptop w/software (Cost allowance = \$1,384 - 276.80 (remaining salvage = \$978.70)	1.0	\$978.70	\$978.70	\$63.62	\$0	0%	\$1,042.32
Subtotal (Lump Sum Expenses)											\$1,042.32
Page One Consultants, Inc. - Vehicle Expenses (Lump Sum Expenses)											
SUB#4	POC-9	5	S	Magnetic Mini-strobe Bar (Cost allowance = \$249.99 - \$50.00 (remaining salvage) = \$199.99 + sales tax	1.0	\$0.00	\$0.00	\$0.00	-\$212.99	0%	\$212.99
SUB#4	POC-10	6	N	Fire Extinguisher, Vehicle	1.0	\$19.98	\$19.98	\$1.30	\$0	0%	\$21.28
SUB#4	POC-11	7	N	First Aid Kit, Vehicle	1.0	\$9.24	\$9.24	\$0.60	\$0	0%	\$9.84
SUB#4	POC-12	8	N	Vehicle Signs	2.0	\$28.32	\$56.64	\$3.68	\$0	0%	\$60.32
SUB#4	POC-13	5	S	Tool Box, Truck (Cost allowance = \$289.99 - \$58 (remaining salvage) = \$231.99 + sales tax)	1.0	\$0.00	\$0.00	\$0.00	-\$247.07	0%	\$247.07
Subtotal (Billable Expenses)											\$551.50
Page One Consultants, Inc. - Field Equipment & Supplies (Lump Sum Expenses)											
SUB#4	POC-14	9		Flashlight	1.0	\$6.97	\$6.97	\$0.45	\$0	0%	\$7.42
SUB#4	POC-15	10		Hard Hat	1.0	\$12.15	\$12.15	\$0.79	\$0	0%	\$12.94
SUB#4	POC-16	11		Safety Vest	1.0	\$11.15	\$11.15	\$0.72	\$0	0%	\$11.87
Subtotal (Billable Expenses)											\$32.23

EXPENSES
Central Florida Expressway Authority (CFX)
CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R

4/26/2016 10:36 AM



Prime Consultant: KCCS, Inc.



Section #	REF #	Page #	New/ Salv	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
Page One Consultants, Inc. - Laboratory Testing (Expenses)											
SUB#4	POC-14	12		Modified/Standard Proctor	46.0	\$100.00	\$4,600.00				\$4,600.00
SUB#4	POC-15	12		Soil Gradation (Estimate 1 per 3 Proctors)	42.0	\$50.00	\$2,100.00		N/A		\$2,100.00
SUB#4	POC-16	12		Moisture Content (Estimate 1 per 3 Proctors)	42.0	\$12.00	\$504.00		N/A		\$504.00
SUB#4	POC-17	12		Fines Content (Estimate 1 per 3 Proctors)	42.0	\$30.00	\$1,260.00		N/A		\$1,260.00
SUB#4	POC-18	13		Organic Content (Estimate 1 per 3 Proctors)	52.0	\$40.00	\$2,080.00		N/A		\$2,080.00
SUB#4	POC-19	13		PH Test	10.0	\$30.00	\$300.00		N/A		\$300.00
SUB#4	POC-20	13		Atterburg Limits (Estimate 1 per 3 Proctors)	42.0	\$85.00	\$3,570.00		N/A		\$3,570.00
SUB#4	POC-21	13		Corrosion Series (Estimate 1 per 3 Proctors)	10.0	\$150.00	\$1,500.00		N/A		\$1,500.00
SUB#4	POC-22	13		Limerock Bearing Ratio	8.0	\$300.00	\$2,400.00		N/A		\$2,400.00
SUB#4	POC-23	13		Coarbonates (Estimate 1 sample per proctor)	0.0		\$0.00		N/A		\$0.00
SUB#4	POC-24	13		Cylinders (See Note 5)	128.0	\$13.00	\$1,664.00		N/A		\$1,664.00
Subtotal (Billable Expenses)											\$19,978.00
Page One Consultants, Inc. - Asphalt Plant Inspector (Expense)											
SUB#4	POC-25	13		Asphalt Plant Inspector	300.0	\$70.00	\$21,000.00				\$21,000.00
Subtotal (Lump Sum Expenses)											\$21,000.00

- Note: Page One agrees to the quantity and billing rates of laboratory tests. This is to accommodate adjustments of services should that be required during construction. This sheet establishes budget for Page One field services. Those services are to be invoiced in accordance with fees and schedule consistent with Systemwide Contract to be referenced in Agreement, as that relates to these field services
- Laboratory testing and Asphalt Plant Inspector rates are from Page One's Continuing CMT contract with CFX.
 - Monthly expenses based on 19 month project duration.
 - Estimate 1 QC sample per 4,000 LF of Limerock, 1 QC Sample per 50,000 CY of embankment, plus 1 per soil sample type for fill/stabilization & MSE wall select fill plus 25% for estimating purposes. VT only one test per 3 for QC.
 - Estimate 1 per 4,000 LF of roadway and 1 per 1,000 LF of shoulder.
 - Estimate average LOT size = 12.5 CY. Set of 5 cylinders per lot. VT only 1 set per 4 by QC.

Total Page One-Billable/Reimbursable Expenses	\$15,092.04
Total Page One-Expenses/Lump Sum (excludes Billable Expenses)	\$1,626.05
Total Page One-Expenses(Laboratory Testing)	\$19,978.00
Total Page One-Expenses(Asphalt Plant Inspector)	\$21,000.00
Total Page One - Expenses	\$57,696.09



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
CEI CONSULTANT ESTIMATE OF WORK EFFORT AND FEE
SUBCONSULTANT #5: Echezabal & Associates, Inc. (DBE) (Survey Services)**



4/28/2016

**CEI Services for SR429 (Wekiva Expressway)
Project #429-205 / Contract #001088R**

Personnel Classifications	2015 Hourly Rate	2015 Hours	2016 Hourly Rate	2016 Hours	2017** Hourly Rate	2017 Hours	2018** Hourly Rate	2018 Hours	Total Hours	Cost
3-Person Survey # of Hours (Design & R/W)			\$164.08	165.00	\$169.00	0.00	\$189.00	0.00	165.00	\$27,073.20
Survey Tech (5.0%)			\$100.76	8.00	\$103.78	0.00	\$103.78	0.00	8.00	\$806.08
PLS (12.5%)			\$133.28	21.00	\$137.28	0.00	\$137.28	0.00	21.00	\$2,798.88
Sr PLS Surveyor (7.5%)			\$159.76	12.00	\$164.55	0.00	\$164.55	0.00	12.00	\$1,917.12
Clerical (2.5%)			\$62.44	4.00	\$64.31	0.00	\$64.31	0.00	4.00	\$249.76
Sub-Total (Design & R/W Survey)										\$32,845.04
4-Man Survey # of Hours (Aerial Targets)	\$0.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	-	\$0.00
Survey Tech (10% Survey time for Aerials)	\$0.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	-	\$0.00
Surveyor Mapper (10% for Aerials)	\$0.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	-	\$0.00
PLS Surveyor (10% for Aerials)	\$0.00		\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	-	\$0.00
Sub-Total (Supplemental Survey)										\$0.00

* N/A. ** 2017 & 2018 - conditional rates per Director's approval.

	Remarks:	
Subtotal - Regular Salary Costs		\$32,845.04
Straight Overtime (Field Positions)	0%	\$0.00
Subtotal - Direct Salary Costs		\$32,845.04
Field Office Overhead Rate	0.00%	\$0.00
SUBTOTAL - Salary Related Costs		\$32,845.04
Operating Margin (Fixed Fee)	0.00%	\$0.00
Premium Overtime (@ 50% of Straight OT)	0.00%	\$0.00
Facilities Capital Cost of Money (FCCM)	0.00%	
Sub-total		\$32,845.04
Expenses (Billable Rate)		
Expenses (Lump sum)		
TOTAL - Subconsultant #5 - Echezabal & Associates, Inc.		\$32,845.04

EXHIBIT D

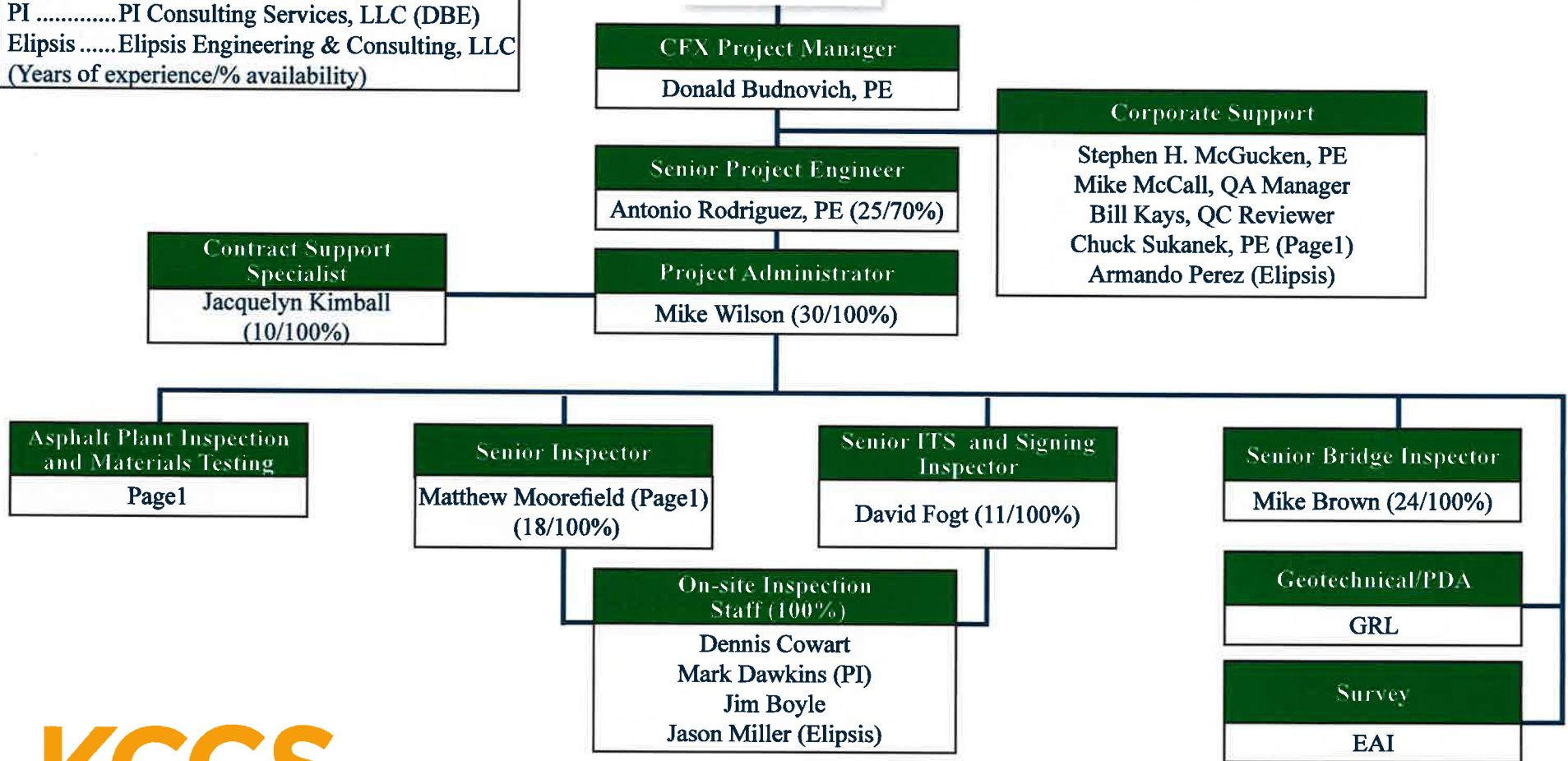
PROJECT ORGANIZATIONAL CHART

Organizational Chart

CEI Services for SR 429 (Wekiva Parkway)
Project No. 429-205 | Contract No. 001088R

Legend	
EAI	Echezabal & Associates, Inc. (DBE)
GRL	GRL Engineers, Inc.
Page1	Page One Consultants, Inc. (DBE)
PI	PI Consulting Services, LLC (DBE)
Elipsis	Elipsis Engineering & Consulting, LLC (Years of experience/% availability)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

Date: April 26, 2016

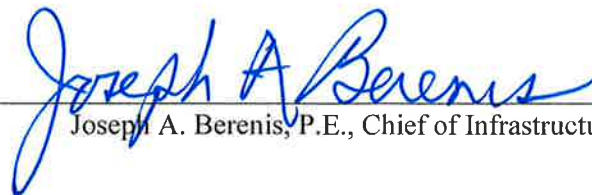
Subject: Consent Agenda
Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) May 2016	Total Amount (\$) to Date*	Time Increase or Decrease
417-129	Traffic Control Devices, Inc.	SR 417/Landstar Blvd. Traffic Signal Improvements	395,231.00	0.00	(\$34,649.86)	360,581.14	0
599-132	Gomez Construction Co.	Design/Build Services for Backup Data Center	1,947,162.00	0.00	\$22,215.13	1,969,377.13	0
528-405	Southland Construction, Inc.	SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction	38,708,813.52	161,824.10	\$52,686.46	38,923,324.08	+21
TOTAL					\$40,251.73		

* Includes Requested Amount for current month.

Reviewed By: _____


Joseph A. Berenis, P.E., Chief of Infrastructure

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

Contract 417-129: SR 417/Landstar Blvd. Traffic Signal Improvements
Traffic Control Devices, Inc.
SA 417-129-0516-01

Adjustments for Contract Items

This adjustment in contract pay item quantities is requested by staff to accurately reflect minor field adjustments to the work and capture the actual work performed by the Contractor to accomplish the intent of the project.

OVERRUN THE FOLLOWING ITEMS:

Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22, PMA	\$	2,832.20
Concrete Curb and Gutter (Type F)	\$	45.50
Concrete Sidewalk and Driveways, 4" Thick	\$	510.00
Detectable Warnings	\$	1,032.00
Pull and Splice Box, F&I, 13"x24" Cover Size	\$	598.00
Retro-Reflective Pavement Marker	\$	24.00
Thermoplastic Pavement Markings, Std, White, Solid, 8"	\$	241.43
Preformed Tape, High Performance, White, Solid, 18"	\$	192.00
Preformed Tape, High Performance, Yellow, Solid, 6"	\$	464.55
	\$	<u>5,939.68</u>

UNDERRUN THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	\$	(1,026.00)
Milling Existing Asphalt Pavement, 1-1/2" Avg. Depth	\$	(1,107.00)
Conduit, F&I, Directional Bore	\$	(4,059.00)
Thermoplastic Pavement Markings, Preformed, White, Solid, 12"	\$	(76.00)
Thermoplastic Pavement Markings, Preformed, White, Solid, 24"	\$	(323.00)
Allowance for Disputes Review Board	\$	(5,000.00)
Work Order Allowance	\$	<u>(28,998.54)</u>
	\$	(40,589.54)

TOTAL AMOUNT FOR PROJECT 417-129 **\$ (34,649.86)**

Contract 599-132: Design/Build Services for Backup Data Center
Gomez Construction Co.
SA 599-132-0516-01

Contract Plan Revisions

Staff requests authorization to adjust the scope of work of this project by adding several elements that will increase the functionality, reliability and security of this new facility. These elements include an adjustment to the water closet, the addition of pull boxes and conduits from the building exterior to the utility room, the addition of an Automatic Transfer Switch (ATS) on the output side of the parallel Uninterrupted Power Supply (UPS) system, and the addition of electrical outlets in the server area. Each new element is itemized below along with the costs to incorporate the changes in the final design plans.

ADD THE FOLLOWING ITEMS:

Design and Plans for Added Pull Box, ATS, Receptacles and Urinal	\$	2,518.14
Urinal (furnished and installed)	\$	1,981.98
In Ground Pull Box (furnished and installed)	\$	9,500.68
30A ATS and Computer Panel (furnished and installed)	\$	6,087.36
Duplex Receptacles (furnished and installed)	\$	<u>2,126.97</u>
	\$	22,215.13

TOTAL AMOUNT FOR PROJECT 599-132 **\$ 22,215.13**

Contract 528-405: SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction
Southland Construction, Inc.
SA 528-405-0516-04

Eastbound Shoulder Milling

Staff requests authorization to mill in resurface the shoulder pavement in lieu of the full depth reconstruction from Station 735+00 to Station 750+14 RT. This change will eliminate an undesirable traffic condition but will not sacrifice the structural sufficiency of the new shoulder.

DECREASE THE FOLLOWING ITEMS:

6" Limerock Base	\$ (19,045.16)
Type B Stabilizer	\$ (8,391.87)
	<u>\$ (27,437.03)</u>

ADD THE FOLLOWING ITEM:

Mill Existing Asphalt 4.5" Avg.	\$ 10,829.92
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Sub-Total: Eastbound Shoulder Milling	\$ (16,607.11)
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Plaza Asphalt Milling

It has been confirmed that the existing asphalt thickness within the existing mainline plaza location exceeded what could have been originally anticipated during the bidding process. The Contractor anticipated a 4" total thickness for removal when in fact he encountered up to 13" of total thickness. Staff recommends payment for this unforeseeable and additional work for the removal of the additional asphalt material encountered.

ADD THE FOLLOWING ITEM:

Plaza Asphalt Milling	\$ 8,627.50
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Plan Revision #8

The revised permanent location of Frontage Rd., established with GOAA and FAA, required modifications to the original Contract plans. These revisions had an impact on the demolition of old Frontage Road, the construction of Pond C, a revision to the Maintenance of Traffic plans for Phases 2B and 2C, milling and resurfacing of Frontage Rd., and a revision to the barrier wall between west bound SR 528 and Frontage Rd. Staff recommends the following adjustments to the contract associated with this revision and a non-compensable 21 calendar day increase.

ADD THE FOLLOWING ITEMS:

Fence Gate, Type B, 20'	\$ 2,840.38
Underdrain, Type V, 8"	\$ 69,060.49
Trench Drain, 18"	\$ 62,205.91
Limerock Base, OBG 1, 4"	\$ 37,224.69
Demo Existing Rd. - Reconstruction Area	\$ 6,074.86
Limerock Base, OBG 6, 8"	\$ 20,027.82
Temp MOT and Striping (Frontage Rd.)	\$ 4,234.00
Temp MOT and Striping (SR 528)	\$ 14,514.72

Demo Existing Barrier Wall	\$	5,495.84
Demo Existing Rd. (Frontage Rd.)	\$	34,916.43
	\$	<u>256,595.14</u>

DECREASE THE FOLLOWING ITEMS:

Excavation	\$	(43,749.08)
Underdrain, Type V, 6"	\$	(277,114.11)
Underdrain Outlet Pipe, 8"	\$	(1,232.40)
Light Pole CDS, Conventional	\$	(3,129.76)
	\$	<u>(325,225.35)</u>

INCREASE THE FOLLOWING ITEMS:

Median Barrier Wall	\$	60,077.23
Fencing, Type B, 6'	\$	207.18
Embankment	\$	28,310.10
Glare Screen	\$	19,433.30
6" Underdrain Outlet Pipe	\$	1,119.15
18" RCP	\$	4,182.40
18" MES Cross Drain	\$	785.37
Retro-Reflective Pavement Markers	\$	466.56
Thermoplastic 6" Yellow Solid	\$	7,712.68
Thermoplastic 6" White Solid	\$	7,713.49
Asphalt Friction Course FC 9.5, 1"	\$	41,019.28
Asphalt Traffic C, 1.5"	\$	11,213.54
Type B Stabilization	\$	8,792.73
Milling Existing Pavement, 1"	\$	23,498.93
Pipe Filling and Plugging	\$	2,016.80
Performance Turf	\$	14,941.08
Light Pole CDS, Wall Mounted	\$	<u>572.88</u>
	\$	<u>232,062.70</u>

Increase 21 non-compensable Calendar Days

Sub-Total: Plan Revision #8	\$	163,432.49
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Westbound Temporary Barrier Wall Relocation

The plans require the reconstruction of a shoulder without delineating provisions for separating traffic from the work zone. Staff authorized the relocation of 2,746 LF of temporary barrier wall with a temporary impact attenuator. Staff recommends sharing the cost of this work with the Contractor.

ADD THE FOLLOWING ITEM:

Relocate Existing Temporary Barrier Wall	\$	8,520.11
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Fuel Price Index Adjustment - November 2015 through March 2016

The Contract contains provisions for Fuel Price Index adjustments. In accordance with the Contract specifications, the Engineer has calculated adjustments for the period of November 2015 through March 2016. Adjustments were made only if the current month fuel price is greater or less than 5% of Bid/Base Fuel Price. During this period of time \$3,808,721.91 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:

3/14 Gas Base Price=2.7729; Diesel Base Price=3.3311

Fuel Price Adjustment November 2015 (Gas Price=1.4882/Diesel Price=1.5633)	\$ (48,976.51)
Fuel Price Adjustment December 2015 (Gas Price=1.3555/Diesel Price=1.3852)	\$ (35,140.67)
Fuel Price Adjustment January 2016 (Gas Price=1.3468/Diesel Price=1.2602)	\$ (12,751.20)
Fuel Price Adjustment February 2016 (Gas Price=1.1907/Diesel Price=1.1750)	\$ (4,928.06)
Fuel Price Adjustment March 2016 (Gas Price=1.1740/Diesel Price=1.1800)	\$ (9,490.09)
	\$ (111,286.53)
<u>TOTAL AMOUNT FOR PROJECT 528-405</u>	<u>\$ 52,686.46</u>


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization for Approval of Supplemental Agreement No. 1
S.R. 528 Econlockhatchee River Bridge Replacement
Project 528-131, Contract No. 001098

Board approval is requested for Supplemental Agreement No. 1 with WSP | Parsons Brinkerhoff in the not-to-exceed amount of \$165,355.60. Supplemental Agreement No. 1 consists of two individual parts, Supplemental No. 1A and Supplemental No. 1B, each provided by WSP | Parsons Brinkerhoff and included as backup to this request.

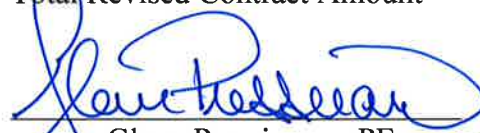
Services consist of additional design efforts relating to the design of a stormwater ponds. After coordination with the St. Johns Water Management District through the permitting process, it was discovered that additional stormwater treatment would be required.

The additional services also include design efforts relating to the accommodation of the All Aboard Florida corridor, the removal of unsuitable subsurface soils and the relocation of the existing fiber optic network on the North side of S.R. 528 within the project limits.

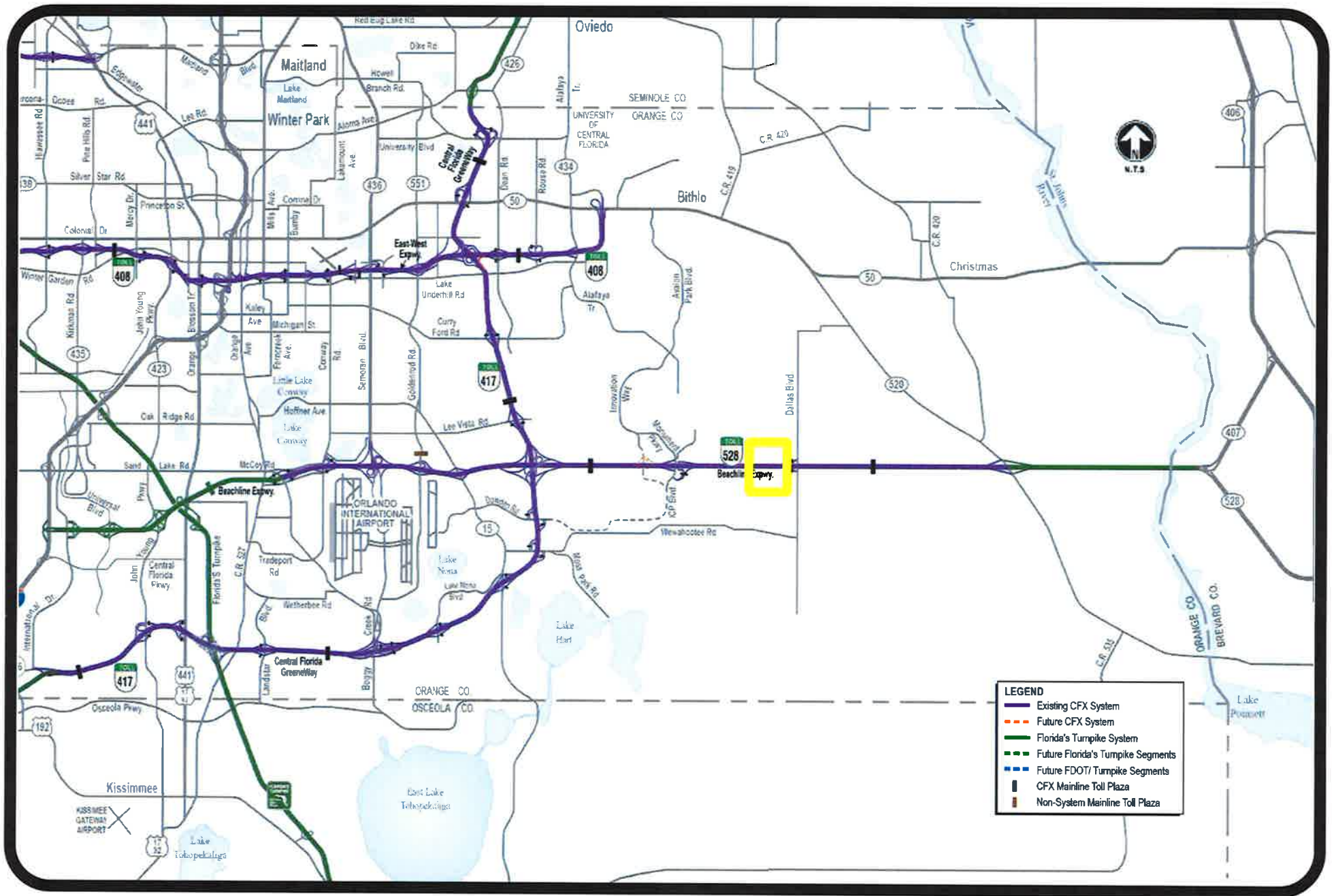
This Supplemental Agreement will be a continuation of an agreement previously approved by CFX for this project.

Original Contract Amount	\$1,200,000.00
Amount of Supplemental Agreement No. 1	<u>\$ 165,355.60</u>
Total Revised Contract Amount	\$1,365,355.60

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 528 Econlockhatchee River Bridge Replacement (528-131)

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL SERVICES
FINAL DESIGN
S.R. 528/Econlockhatchee River Bridge Replacement

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of PARSONS BRINCKERHOFF, INC. of Orlando, Florida, hereinafter called the "CONSULTANT".

WHEREAS, Articles 2.00 and 12.0 of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 13th Day of August 2015, provides that in the event that CFX 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. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the CONSULTANT'S April 22, 2016 transmittal to CFX, 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 \$169,674.42 to \$815,471.48.
 - b. The Direct Expenses (Lump Sum) remain unchanged at \$4,887.59
 - c. The Subcontract Items are adjusted upward by \$51,341.97 to \$544,996.53.
 - Antillian \$38,617.52
 - VHB \$8,102.81
 - WBQ \$4,621.64
 - d. The Allowance is adjusted downward by \$55,660.79 to \$0.00
 - e. The total Maximum Limiting Amount is adjusted upward by \$165,355.60 to \$1,365,355.60
3. All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this

Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Attest: _____
Assistant Secretary

By: _____
Director of Procurement

PARSONS BRINCKERHOFF, INC.

Attest: _____
Print Name:

By: _____
Title:

Approved as to form and execution, only.

General Counsel for CFX

R:\Departments\Engineering\General\528-131\Supplemental Agreements\Parsons Brinckerhoff-528-131 - SA1.doc



301 East Pine Street
Suite 1020
Orlando, FL 32801
Main: 407-587-7800
wsp-pb.com/usa

April 22, 2016

Mr. Glenn Pressimone, PE
Central Florida Expressway Authority
4974 Orl Tower Rd, Orlando, FL 32807

Re: Supplemental Services, Revised

Dear Mr. Pressimone:

This supplemental request covers the following additional services associated with this project. Additional details regarding these supplementals and associated fees are included in the attachments.

Supplemental No. 1A – Design of New Stormwater Management Facility
Supplemental No. 1B – Design of Grading Improvements to New Right-of-Way for All Aboard Florida and MSE Wall Improvements to Accommodate Future Expansion of SR 528

Please call if any further information is needed.

Very Truly Yours,
WSP|Parsons Brinckerhoff

A handwritten signature in blue ink, appearing to read 'Greg T. Smith'.

Greg T. Smith, PE
Vice President

cc: Jeannie Perez

Parsons Brinckerhoff

**SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD
PROJECT № 528-131**

**Supplemental No. 1A
Scope of Services**

Supplemental Services Description:

This supplemental request covers additional services for the design of a stormwater treatment pond and preparing cross-sections to reflect the All Aboard Florida (AAF) improvements.

Prior to receiving NTP, PB held discussions with SJRWMD, who indicated that stormwater permitting would not be necessary under the proposed Econ River bridge reconstruction project (similar to the SR 50 design build project). SJRWMD indicated at the time that permitting could be delayed until the future widening of SR 528 takes place.

However, after receiving NTP, PB held a meeting with other SJRWMD personnel and after internal consultations, SJRWMD determined that stormwater permitting would be necessary under this contract. Consequently, supplemental efforts are needed to design a stormwater pond which has been tentatively sited for the NW quadrant of the Dallas Boulevard Interchange in an existing pond site.

Also, CFX has requested that preliminary cross-sections be prepared to show the proposed AAF improvements. Once this work is completed, additional grading, drainage design, and other plan sheet modifications may be initiated by CFX, though this engineering and plan production are not part of this supplemental.

The services under this supplemental include additional project plan sheets for the Stormwater Management Facility (SMF) and preliminary cross-sections reflecting only the AAF improvements, and not final grading. Additional geotechnical borings and surveys for the SMF are also included to support this design. No surveys or geotechnical services are included at this time for the AAF improvements, though depending on the desired level of engineering by CFX, additional surveys and/or geotechnical services may be requested under a separate supplemental.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528-131
 County:
 FPN:
 FAP No.:

SUPPLEMENTAL ADDITIONAL SERVICES NO. 1A

Consultant Name: Parsons Brinckerhoff
 Consultant No.: 528-131
 Date: 4/22/2016

Estimator: insert name

Staff Classification	Total Staff Hours From 'SH' Summary -	Manager	Senior Engineer	Engineer	Designer	CADD Support	Structures Manager	Senior Struct Eng	Struct Proj Engineer	Struct Engineer	Engineer Intern	Structures Designer	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$79.16	\$69.17	\$53.14	\$45.28	\$34.65	\$0.00	\$69.48	\$0.00	\$37.38	\$0.00	\$0.00	\$0.00			
3 Project General and Project Common Tasks	11	11	0	0	0	0	0	0	0	0	0	0	0	11	\$871	\$79.16
4 Roadway Analysis	126	8	23	33	32	30	0	0	0	0	0	0	0	126	\$6,466	\$51.32
5 Roadway Plans	190	11	33	50	48	48	0	0	0	0	0	0	0	190	\$9,647	\$50.77
6 Drainage Analysis	82	5	14	21	21	21	0	0	0	0	0	0	0	82	\$4,159	\$50.72
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
8 Environmental Permits, Compliance & Clearances	26	2	6	6	7	5	0	0	0	0	0	0	0	26	\$1,382	\$53.17
9 Structures - Misc Tasks, Dwg, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10 Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11 Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
13 Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
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	\$0.00
16 Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
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	\$0.00
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
24 Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
25 Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
26 Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
27 Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
28 Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
29 Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
30 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
31 Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
32 Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
33 Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Total Staff Hours	435	37	76	110	108	104	0	0	0	0	0	0	0	435		
Total Staff Cost		\$2,928.92	\$5,256.92	\$5,845.40	\$4,890.24	\$3,603.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$22,525.08	\$51.78

Check = \$22,525.08

Survey Field Days by Subconsultant
 4 - Person Crew

SALARY RELATED COSTS: \$22,525.08
 OVERHEAD: 153.94% \$34,675.11
 OPERATING MARGIN: 12% \$6,864.02
 FCCM (Facilities Capital Cost Money): 0.00%
 LUMP SUM EXPENSES:

Notes:

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

Survey (Field - if by Prime 0 4-man crew days @ \$ - / day)
SUBTOTAL ESTIMATED FEE: \$64,064.21

Subconsulta Antillian \$7,889.13
 Subconsulta GEC
 Subconsulta VHB
 Subconsulta WBQ \$4,621.64
 Subconsulta McKim and Creed

SUBTOTAL SUBCONSULTANTS: \$12,510.77

GRAND TOTAL ESTIMATED FEE: \$76,574.98

Project Activity 3: Project Common and Project General Tasks

Estimator:

Updated 080818

0
0

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
3.1	Public Involvement		1	0	0	
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	MPO Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Quality Control Plan	EA	1	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	11	11	See Listing Below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: Project Common and Project General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic Delivery	LS	1	0	0	
3.10	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					11	

3.6 - List of Project Manager Meetings

Roadway Analysis	EA	0	3	0	
Drainage	EA	1	3	3	For SMF Permit Meeting.
Utilities	EA	0	3	0	
Environmental	EA	0	3	0	For SMF.
Structures	EA	0	3	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Geotechnical	EA	0	3	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Bi-Weekly Progress Meetings	EA		4	0	
Phase Reviews	EA		3	0	
Field Reviews	EA	1	8	8	For SMF and AAF.
Total Project Manager Meetings			2	11	

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 4: Roadway Analysis

Estimator:

0
0

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Design Package	LS	1	0	0	
4.3	Access Management	LS	1	0	0	
4.4	Horizontal/Vertical Master Design Files	LS	1	0	0	
4.5	Cross Section Design Files	LS	1	94	94	70 Hrs/Mi x 1000/5280 = 14 Hrs For SMF and 70 Hrs/Mi x 6000/5280 = 80 Hr to Integrate AAF Improvements into CFX file. STA 1390 to STA 1450 for AAF.
4.6	Traffic Control Analysis	LS	1	0	0	
4.7	Master TCP Design Files	LS	1	0	0	
4.8	Design Variations and Exceptions	LS	1	0	0	
4.9	Preliminary Design Report	LS	1	0	0	
4.10	Computation Book & Quantities	LS	1	8	8	Develop additional quantities associated SMF. Does not include quantities for AAF.
4.11	Cost Estimate	LS	1	8		
4.12	Technical Special Provisions	LS	1	0	0	
4.13	Submittal Preparations	EA	5	0	0	
Roadway Analysis Technical Subtotal					102	
4.14	Field Reviews	LS	1	8	8	
4.15	Technical Meetings	LS	1	0	0	
4.16	Quality Assurance/Quality Control	LS	%	5%	6	
4.17	Independent Peer Review	LS	%	0%	0	
4.18	Supervision	LS	%	5%	6	
Roadway Analysis Nontechnical Subtotal					20	
4.19	Coordination	LS	%	3%	4	
4. Roadway Analysis Total					126	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
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Technical Meetings

Typical Section	EA					
Pavement	EA					
Access Management	EA					
15% Line and Grade	EA					
Driveways	EA					
Local Governments (cities, counties, MPO)	EA					
Work Zone Traffic Control	EA					
30/60/90/100% Comment Review Meeting:	EA					
Other Meetings	EA	1		8		
Subtotal Technical Meetings					0	

Progress Meetings	EA					
Phase Review Meetings	EA					
Total Meetings					0	

Carries to 4 15

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

Project Activity 5: Roadway Plans

Estimator:

0
0

Task No.	Task	Scale	Units	No. of Units	SUPPLEMENTAL	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	2	1	2	Update for SMF. Does Not Include AAF
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map		Sheet	1	24	1	24	Update for SMF. Does Not Include AAF
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	6	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	36	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	12	0	0	
5.13	Plan/Profile Sheet		Sheet	0	0	0	0	
5.14	Profile Sheet		Sheet	0	7	0	0	Does Not Include AAF
5.15	Plan Sheet		Sheet	0	7	0	0	Does Not Include AAF
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	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	SUPPLEMENTAL	No. of Sheets	Total Hours	Comments
5.21	Miscellaneous Detail Sheets		Sheet	0	24	0	0	
5.22	Drainage Structure Sheet (Per Structure)		EA	8	3	4	24	2 Outfall / 2 Control Structures Plus 4 Add Struc
5.23	Miscellaneous Drainage Detail Sheets		Sheet	2	24	2	48	Control Structure Detail Sheet and One Sheet for Details for temp ditch blocks for treatment during construction.
5.24	Lateral Ditch Plan/Profile		Sheet	0	16	0	0	
5.25	Lateral Ditch Cross Sections		EA	0	0		0	
5.26	Retention/Detention Ponds Detail Sheet		Sheet	1	12	1	12	SMF Only.
5.27	Retention Pond Cross Sections		EA	2	1	1	2	SMF Only.
5.28	Cross-Section Pattern Sheet		Sheet	0	8	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	0	4	0	0	
5.30	Cross Sections		EA	120	0.5		60	For AAF.
5.31	Traffic Control Plan Sheets		Sheet	0	10	0	0	
5.32	Traffic Control Cross Section Sheets		EA	0	0.5		0	
5.33	Traffic Control Detail Sheets		Sheet	0	12	0	0	
5.34	Utility Adjustment Sheets		Sheet	0	8	0	0	
5.35	Selective Clearing and Grubbing		Sheet	0	7	0	0	
5.36	Erosion Control Plan		Sheet		4	0	0	
5.37	SWPPP		Sheet	0	6	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						10	172	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	SUPPLEMENTAL	No. of Sheets	Total Hours	Comments
5.41	Quality Assurance/Quality Control		LS	%	5%		9	
5.42	Supervision		LS	%	5%		9	
5. Roadway Plans Total						10	190	

Project Activity 6: Drainage Analysis

Estimator:

0
0

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	0	0	0	
6.2	Pond Siting Analysis	Per Basin	2	16	32	Siting Analysis for SMF and for FCP.
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Roadway Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Outfalls	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA		40	0	Modifications to Pond 1-A, NW Quad of Dallas Blvd Interchange - Covered under Original Agreement
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	SJRWMD Has Requested Floodplain Impact Calcs Which Will Be Covered by Hours in Original Proposal.
6.9	Design of Storm Drains	EA	8	2	16	For SMF. Does Not Include AAF.
6.10	Optional Culvert Material	LS	0	0	0	
6.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	
6.12	Drainage Wells	EA	0	0	0	
6.13	Drainage Design Documentation Report	LS	1	16	16	For SMF. Does Not Include AAF.
6.14	Bridge Hydraulic Report	EA	0	0	0	
6.15	Temporary Drainage Analysis	LS	1	0	0	
6.16	Cost Estimate	LS		8	0	
6.17	Technical Special Provisions	LS	1	0	0	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
6.18	Other Drainage Analysis	LS	1	0	0	
Drainage Analysis Technical Subtotal					64	
6.19	Field Reviews	LS	0	0	0	
6.20	Technical Meetings	LS	1	8	8	
6.21	Quality Assurance/Quality Control	LS	%	5%	4	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	5%	4	
Drainage Analysis Nontechnical Subtotal					16	
6.24	Coordination	LS	%	3%	2	
6. Drainage Analysis Total					82	

Technical Meetings

Base Clearance Water Elevation	EA				
Pond Siting	EA				
Agency	EA	1	8	8	
Local Governments (cities, counties)	EA				
CFX/Atkins Drainage	EA				
Other Meetings (Bi-weekly Team Meetings)	EA				

Subtotal Technical Meetings

Progress Meetings (if required by CFX)	EA				
Phase Review Meetings	EA				

Total Meetings

8

Carries to 6.20

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

Project Activity 8: Environmental Permits, Compliance and Clearances

Estimator:
Updated 080818

0
0

Task No.	Task	Units	No. of Units	Hours/ Units	SUPPLE MENTA	Comments
8.1	Preliminary Project Research	LS	1	0	0	
8.2	Complete Permit Involvement Form	LS	1	0	0	
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	1	8	8	Coordination w/Atkins for AAF.
8.4	Agency Verification of Wetland Data	LS	1	0	0	
8.5	Complete And Submit All Required Permit Applications	LS	1	15	15	For SMF. Does Not Include AAF.
8.6	Prepare Dredge and Fill Sketches	LS	1		0	TBD
8.7	Prepare USCG Permit Sketches	LS	1	0	0	Not Included
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	Not Included
8.11	Mitigation Coordination and Meetings	LS	1	0	0	RHPZ & Wetlands - Not Required
8.12	Mitigation Design	LS	1	0	0	Not Included
8.13	Environmental Clearances and Technical Support	LS	1	0	0	Not Included
8.14	Environmental Clearances and Reevaluations	LS	1	0	0	Not Included
8.15	Other Environmental Permits	LS	1	0	0	Not Included
Environmental Permits, Compliance and Clearances Technical Subtotal					23	
8.16	Technical Meetings	LS	1	0	0	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	5%	1	
8.18	Supervision	LS	%	5%	1	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					2	
8.19	Coordination	LS	%	3%	1	
8. Environmental Permits, Compliance and Clearances Total					26	

Project Activity 8: Environmental Permits, Compliance and Clearances

Task No.	Task	Units	No. of Units	Hours/ Units	SUPPLEMENTA	Comments
Technical Meetings						
	WMD	EA				
	ACOE	EA				
	USCG	EA				
	USFWS	EA				
	FFWCC	EA				
	FDOT	EA				
	Other Meetings	EA				
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	

Carries to 8.16

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

Antillian Engineering

**SR 528 ECONLOCKHATCHEE RIVER BRIDGE WIDENING TO DALLAS
BLVD
PROJECT № 528-131**

Scope of Services Summary

Project Description:

4.05 Geotechnical Investigation for New Proposed SWF

- Perform site reconnaissance and utility clearance coordination.
- Perform a total of 2 auger borings to a depth of 20 feet each for the water retention area on the NW corner of the Dallas Boulevard interchange
- Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, LBR and corrosion series testing as appropriate.
- Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
SA 1A**

Name of Project: SR 528 Econlockhatchee Bridge Widening
 County: Orange
 FPN: 528-131
 FAP No. N/A

Consultant Name: PB/Antillian Engineering Associates, Inc
 Consultant No: enter consultants proj number
 Date: 4/22/2018
 Estimator: PGS

Staff Classification	Total Staff Hours From *SH Summary -	Chief Eng	Senior Eng	Project Eng	Eng Intern	Sr. Eng Tech	CADD	Clerical	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
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8 Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9 Structures - Misc. Tasks, 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 - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19 Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24 Lighting Plans	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35 Geotechnical	42	0	11	29	0	0	2	0	0	0	0	0	0	42	\$5,526	\$131.57
Total Staff Hours	42	0	11	29	0	0	2	0	0	0	0	0	0	42	\$5,526.13	\$131.57
Total Staff Cost		\$0.00	\$1,491.93	\$3,869.02	\$0.00	\$0.00	\$166.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,526.13	\$131.57

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS:			
OVERHEAD:	1.000		\$0.00
PROFIT			\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
Survey (Field - If by Prime)	4-man crew	\$ / day	\$0.00
SUBTOTAL ESTIMATED FEE:			\$5,526.13
Subconsultant: Sub 1			\$0.00
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
Subconsultant: Sub 7			\$0.00
Subconsultant: Sub 8			\$0.00
Subconsultant: Sub 9			\$0.00
Subconsultant: Sub 10			\$0.00
Subconsultant: Sub 11			\$0.00
Subconsultant: Sub 12			\$0.00
SUBTOTAL ESTIMATED FEE:			\$5,526.13
Geotechnical Field and Lab Testing			\$2,363.00
SUBTOTAL ESTIMATED FEE:			\$7,889.13
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$7,889.13

- 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.

135.63465	133.37182	0	0	83.08553
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35. Geotechnical

Estimator: PGS

12/9/2015

ANTILLIAN scope for: Roadway, Drainage and Misc Structures

SR 528 Econlockhatchee Bridge Widening

528-131

Representing	Print Name	Signature / Date
FDOT District	CFX	
Consultant Name	Antillian Engineering Associates, Inc.	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	2	2	
35.2	Develop Detailed Boring Location Plan	LS	1	1	1	
35.3	Stake Borings/Utility Clearance	Boring	2	0.5	1	FPC Pond: 0 AB to 10 ft NW Pond:: 2 AB to 20 ft, NW corner Dallas Blvd interchange Incl. travel time and time to prepare locate request
35.4	Muck Probing	Crew Day	0	8	0	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	0	8	0	
35.6	Drilling Access Permits	Location	0	0	0	
35.7	Property Clearances	EA	0	0.5	0	
35.8	Groundwater Monitoring	EA	1	2	2	Stabilized groundwater measurements (following day)
35.9	LBR/Resilient Modulus Sampling	EA	0	0.75	0	
35.10	Coordination of Field Work	100 lf of boring	0.4	1	1	1 hr minimum
35.11	Soil and Rock Classification - Roadway	100 lf of boring	0.4	1.5	1	
35.12	Design LBR	LS	0	4	0	
35.13	Laboratory Data	100 lf of boring	0.4	0.5	0	See 35.17
35.14	Seasonal High Water Table	Boring	0.4	0.1	0	See 35.17
35.15	Parameters for Water Retention Areas	EA	1	2	2	Pond in NW corner Dallas Blvd interchange

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.16	Delineate Limits of Unsuitable Material	Cross-section	2	0.25	1	Assume 20% of mainline (18)
35.17	Electronic Files for Cross-Sections	100 lf of boring	0.4	1	1	1 hr min., incl 35.13 Laboratory Data and 35.14 Seasonal High Water Table
35.18	Embankment Settlement and Stability	Embankment Boring	0	2	0	
35.19	Protection of Existing Structures	LS	0	4	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	4	0	
35.21	Geotechnical Recommendations	LS	1	8	8	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	0	0	
35.23	Preliminary Roadway Report	LS	1	8	8	30% submittal
35.24	Final Report	EA	4	2	8	60%,90%,100%, final submittals
35.25	Auger Boring Drafting	100 lf boring	0.4	3	1	
35.26	SPT Boring Drafting	100 lf boring	0	5	0	
Roadway Geotechnical Subtotal					37	
Structural Geotechnical Subtotal					0	
Geotechnical Technical Subtotal					37	
35.50	Technical Special Provisions	EA	0	0	0	Assume not required
35.51	Field Reviews	LS	0	4	0	
35.52	Technical Meetings	LS	1	0	0	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	2	
35.54	Supervision	LS	%	5%	2	
Geotechnical Nontechnical Subtotal					4	
35.55	Coordination	LS	%	3%	1	
35. Geotechnical Total					42	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
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35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments	
	Kickoff Meeting with CFX	EA	0	2	0		0
	Boring Layout Approval	EA	0	0	0		0
	Attend in BDR Review Meeting	EA	0	0	0		0
	30/60/90% Submittal Review	EA	0	2	0		0
	Other Meetings	EA	0	0	0		0
	Subtotal Technical Meetings				0		
						Subtotal Project Manager Meetings	0
	Progress Meetings (if required by CFX)	EA	0	2	0	<i>PM attendance at Progress Meetings is manually entered on General Task</i>	--
	Phase Review Meetings	EA	0	2	0	<i>attendance at Phase Review Meetings is manually entered on General Task</i>	--
	Total Meetings		2	2	0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 33.18

Carries to Tab 3

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.00.00	GEOTECHNICAL FIELD EXPLORATION				
01.01.00	Crew & Equipment Mobilization:				
01.01.01	Truck Rig Mobilization	EA	\$450.00	0	\$ -
01.01.02	Mudbug Mobilization	EA	\$500.00	1	\$ 500.00
01.01.03	Track Rig Mobilization	EA	\$3,000.00	0	\$ -
01.01.04	Barge (small) Mobilization	EA	\$8,500.00	0	\$ -
01.01.05	Barge (offshore) Mobilization	EA	N/A	0	\$ -
01.01.06	CPT Rig Mobilization	EA	\$500.00	0	\$ -
01.01.07	Support Boat Mobilization	EA	\$200.00	0	\$ -
01.01.08	Pavement Coring Equipment Mobilization	EA	\$250.00	0	\$ -
01.01.09	Soil Survey/Coring/GPR Crew Mobilization	EA	\$250.00	0	\$ -
01.01.10	Tri Pod Rig Mobilization	EA	\$2,500.00	0	\$ -
01.01.11	Low Clearance Rig Mobilization	EA	N/A	0	\$ -
01.01.12	Drill Rig Remobilization	EA	\$150.00	0	\$ -
01.02.00	Auger Borings (ASTM D-1452):				
01.02.01	Truck Auger Borings	LF	\$9.00	0	\$ -
01.02.02	Mudbug Auger Borings	LF	\$11.25	40	\$ 450.00
01.02.03	Track Auger Borings	LF	\$13.50	0	\$ -
01.03.00	Standard Penetration Test Borings (ASTM D-1586):				
01.03.01	SPT - Truck/MB:				
01.03.01A	SPT - Truck/MB: 0-50 FT	LF	\$12.00	0	\$ -
01.03.01B	SPT - Truck/MB: 50-100 FT	LF	\$14.00	0	\$ -
01.03.01C	SPT - Truck/MB: 100-150 FT	LF	\$21.00	0	\$ -
01.03.01D	SPT - Truck/MB: 150-200 FT	LF	\$28.00	0	\$ -
01.03.01E	SPT - Truck/MB: 200-250 FT	LF	\$38.00	0	\$ -
01.03.01F	SPT - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.03.02	SPT - B/T/A:				
01.03.02A	SPT- B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.03.02B	SPT- B/T/A: 50-100 FT	LF	N/A	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.03.02C	SPT- B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.03.02D	SPT- B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.03.02E	SPT- B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.03.02F	SPT- B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.04.00	Cone Penetration Test Soundings (ASTM D-3441):				
01.04.01	CPT - Truck/MB:				
01.04.01A	CPT - Truck/MB: 0-50 FT	LF	\$11.50	0	\$ -
01.04.01B	CPT - Truck/MB: 50-100 FT	LF	\$11.50	0	\$ -
01.04.01C	CPT - Truck/MB: 100-150 FT	LF	\$12.50	0	\$ -
01.04.01D	CPT - Truck/MB: 150-200 FT	LF	N/A	0	\$ -
01.04.01E	CPT - Truck/MB: 200-250 FT	LF	N/A	0	\$ -
01.04.01F	CPT - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.04.02	CPT - B/T/A:				
01.04.02A	CPT - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.04.02B	CPT - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.04.02C	CPT - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.04.02D	CPT - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.04.02E	CPT - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.04.02F	CPT - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.05.00	Rock Coring - HW Barrel (ASTM D-2113):				
01.05.01	Rock Coring - Truck/MB:				
01.05.01A	Rock Coring - Truck/MB: 0-50 FT	LF	\$35.00	0	\$ -
01.05.01B	Rock Coring - Truck/MB: 50-100 FT	LF	\$38.00	0	\$ -
01.05.01C	Rock Coring - Truck/MB: 100-150 FT	LF	\$43.00	0	\$ -
01.05.01D	Rock Coring - Truck/MB: 150-200 FT	LF	\$48.00	0	\$ -
01.05.01E	Rock Coring - Truck/MB: 200-250 FT	LF	\$55.00	0	\$ -
01.05.01F	Rock Coring - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.05.02	Rock Coring - B/T/A:				
01.05.02A	Rock Coring - B/T/A: 0-50 FT	LF	N/A	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.05.02B	Rock Coring - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.05.02C	Rock Coring - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.05.02D	Rock Coring - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.05.02E	Rock Coring - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.05.02F	Rock Coring - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.06.00	Grout Seal Boreholes:				
01.06.01	Grout Boreholes - Truck/MB:				
01.06.01A	Grout - Truck/MB: 0-50 FT	LF	\$4.50	0	\$ -
01.06.01B	Grout - Truck/MB: 50-100 FT	LF	\$5.00	0	\$ -
01.06.01C	Grout - Truck/MB: 100-150 FT	LF	\$5.50	0	\$ -
01.06.01D	Grout - Truck/MB: 150-200 FT	LF	\$6.00	0	\$ -
01.06.01E	Grout - Truck/MB: 200-250 FT	LF	\$6.50	0	\$ -
01.06.01F	Grout - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.06.02	Grout Boreholes - B/T/A:				
01.06.02A	Grout - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.06.02B	Grout - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.06.02C	Grout - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.06.02D	Grout - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.06.02E	Grout - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.06.02F	Grout - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.07.00	Temporary Casing:				
01.07.01	3" Temp. Casing - Truck/MB:				
01.07.01A	3" Casing - Truck/MB: 0-50 FT	LF	\$9.00	0	\$ -
01.07.01B	3" Casing - Truck/MB: 50-100 FT	LF	\$10.00	0	\$ -
01.07.01C	3" Casing - Truck/MB: 100-150 FT	LF	\$12.00	0	\$ -
01.07.01D	3" Casing - Truck/MB: 150-200 FT	LF	\$14.00	0	\$ -
01.07.01E	3" Casing - Truck/MB: 200-250 FT	LF	\$16.00	0	\$ -
01.07.01F	3" Casing - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.07.02	3" Temp. Casing - B/T/A:				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.07.02A	3" Casing - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.07.02B	3" Casing - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.07.02C	3" Casing - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.07.02D	3" Casing - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.07.02E	3" Casing - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.07.02F	3" Casing - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.07.03	4" Temp. Casing - Truck/MB:				
01.07.03A	4" Casing - Truck/MB: 0-50 FT	LF	\$10.00	0	\$ -
01.07.03B	4" Casing - Truck/MB: 50-100 FT	LF	\$12.00	0	\$ -
01.07.03C	4" Casing - Truck/MB: 100-150 FT	LF	\$14.00	0	\$ -
01.07.03D	4" Casing - Truck/MB: 150-200 FT	LF	\$16.00	0	\$ -
01.07.03E	4" Casing - Truck/MB: 200-250 FT	LF	\$18.00	0	\$ -
01.07.03F	4" Casing - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.07.04	4" Temp. Casing - B/T/A:				
01.07.04A	4" Casing - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.07.04B	4" Casing - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.07.04C	4" Casing - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.07.04D	4" Casing - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.07.04E	4" Casing - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.07.04F	4" Casing - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.08.00	Extra SPT Samples:				
01.08.01	Extra SPT Samples - Truck/MB:				
01.08.01A	Extra SPT Samples - Truck/MB: 0-50 FT	EA	\$35.00	0	\$ -
01.08.01B	Extra SPT Samples - Truck/MB: 50-100 FT	EA	\$37.00	0	\$ -
01.08.01C	Extra SPT Samples - Truck/MB: 100-150 FT	EA	\$75.00	0	\$ -
01.08.01D	Extra SPT Samples - Truck/MB: 150-200 FT	EA	\$90.00	0	\$ -
01.08.01E	Extra SPT Samples - Truck/MB: 200-250 FT	EA	\$105.00	0	\$ -
01.08.01F	Extra SPT Samples - Truck/MB: 250-300 FT	EA	N/A	0	\$ -
01.08.02	Extra SPT Samples - B/T/A:				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.08.02A	Extra SPT Samples - B/T/A: 0-50 FT	EA	N/A	0	\$ -
01.08.02B	Extra SPT Samples - B/T/A: 50-100 FT	EA	N/A	0	\$ -
01.08.02C	Extra SPT Samples - B/T/A: 100-150 FT	EA	N/A	0	\$ -
01.08.02D	Extra SPT Samples - B/T/A: 150-200 FT	EA	N/A	0	\$ -
01.08.02E	Extra SPT Samples - B/T/A: 200-250 FT	EA	N/A	0	\$ -
01.08.02F	Extra SPT Samples - B/T/A: 250-300 FT	EA	N/A	0	\$ -
01.09.00	Undisturbed Samples (ASTM D-1587):				
01.09.01	Undisturbed Samples - Truck/MB:				
01.09.01A	Undisturbed Samples - Truck/MB: 0-50 FT	EA	\$120.00	0	\$ -
01.09.01B	Undisturbed Samples - Truck/MB: 50-100 FT	EA	\$140.00	0	\$ -
01.09.01C	Undisturbed Samples - Truck/MB: 100-150 FT	EA	\$240.00	0	\$ -
01.09.01D	Undisturbed Samples - Truck/MB: 150-200 FT	EA	\$300.00	0	\$ -
01.09.02	Undisturbed Samples - B/T/A:				
01.09.02A	Undisturbed Samples - B/T/A: 0-50 FT	EA	N/A	0	\$ -
01.09.02B	Undisturbed Samples - B/T/A: 50-100 FT	EA	N/A	0	\$ -
01.09.02C	Undisturbed Samples - B/T/A: 100-150 FT	EA	N/A	0	\$ -
01.09.02D	Undisturbed Samples - B/T/A: 150-200 FT	EA	N/A	0	\$ -
01.10.00	Drill Rig and Crew (Clearing/Difficult Access)				
01.10.01	Drill Rig and 2-Man Crew - Truck/MB	HR	\$200.00	0	\$ -
01.10.02	Drill Rig and 2-Man Crew - B/T/A	HR	\$300.00	0	\$ -
01.10.03	Drill Rig and 3-Man Crew - Truck/MB	HR	\$250.00	1	\$ 250.00
01.10.04	Drill Rig and 3-Man Crew - B/T/A	HR	\$375.00	0	\$ -
01.11.00	Drill Mud Contain/Disposal				
01.11.01	Drill Mud Contain/Disposal - Truck/MB	EA	\$200.00	0	\$ -
01.11.02	Drill Mud Contain/Disposal - B/T/A	EA	\$400.00	0	\$ -
01.12.00	Hand Probing/Wash Borings				
01.12.01	Hand Probing/Wash Borings - 2 Person Crew	HR	\$125.00	0	\$ -
01.12.02	Hand Probing/Wash Borings - 3 Person Crew	HR	\$175.00	0	\$ -
01.13.00	Field Permeability Test				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID: DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.13.01	Field Permeability Test (0-10')	EA	\$300.00	2	\$ 600.00
01.13.02	Field Permeability Test (10-25')	EA	\$400.00	0	\$ -
01.14.00	Temporary Piezometer				
01.14.01	Temporary Piezometer (0-50')	LF	\$25.00	0	\$ -
01.14.02	Temporary Piezometer Locking Assembly	EA	N/A	0	\$ -
01.15.00	Pavement Cores (Excluding MOT)				
01.16.00	Ground Surface D.R.I	EA	\$500.00	0	\$ -
01.17.00	Field Vane Shear Strength	EA	\$400.00	0	\$ -
01.18.00	Dilatometer Sounding	HR	\$240.00	0	\$ -
01.19.00	Ground Penetrating Radar Crew - 2 Person	HR	\$250.00	0	\$ -
01.20.00	CPT Data Reduction	EA	N/A	0	\$ -
01.21.00	Maintenance of Traffic				
01.21.01	MOT - Barricades	DAY	\$50.00	0	\$ -
01.21.02	MOT - Flashing Arrowboard	DAY	\$125.00	0	\$ -
01.21.03	MOT - Law Enforcement Officer	DAY	\$400.00	0	\$ -
01.21.04	MOT - Crash Truck	DAY	\$1,500.00	0	\$ -
01.21.05	MOT - Support Vehicle	DAY	\$40.00	0	\$ -
01.21.06	MOT - Signs	DAY	\$40.00	1	\$ 40.00
01.21.07	MOT - Certified Traffic Control Specialist	HR	\$75.00	0	\$ -
01.22.00	Other Support Services				
01.22.01	Support Vehicle	DAY	\$50.00	0	\$ -
01.22.02	Support Boat	DAY	\$200.00	0	\$ -
01.22.03	Heavy Equipment	DAY	N/A	0	\$ -
01.22.04	GPS Unit	DAY	\$45.00	0	\$ -
02.00.00	GEOTECHNICAL LABORATORY TESTING SERVICES				
02.01.00	Grain Size Analysis:				
02.01.01	Full Gradation	EA	\$60.00	4	\$ 240.00
02.01.02	Single Sieve	EA	\$36.00	0	\$ -
02.02.00	Hydrometer (FM 1-T 88)	EA	\$150.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
02.03.00	Organic Content (FM 1-T 267)	EA	\$40.00	1	\$ 40.00
02.04.00	Atterberg Limits:				
02.04.01	Atterberg - Liquid Limit	EA	\$38.00	1	\$ 38.00
02.04.02	Atterberg - Plastic Limit	EA	\$38.00	1	\$ 38.00
02.05.00	Natural Moisture Content (FM 1-T 265)	EA	\$11.00	2	\$ 22.00
02.06.00	Unit Weight	EA	\$40.00	0	\$ -
02.07.00	Consolidation (FM 1-T 216)	EA	\$450.00	0	\$ -
02.08.00	Permeability (FM 1-T 215/5-513)	EA	\$250.00	0	\$ -
02.09.00	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	EA	\$145.00	1	\$ 145.00
02.11.00	Unconfined Compression:				
02.11.01	Unconfined Comp. - Soil	EA	\$225.00	0	\$ -
02.11.02	Unconfined Comp. - Rock	EA	\$150.00	0	\$ -
02.12.00	Limerock Bearing Ratio (FM 5-515)	EA	\$330.00	0	\$ -
02.13.00	Specific Gravity (FM 1-T 100)	EA	\$55.00	0	\$ -
02.14.00	Bitumen Extraction (FM 1-T 164)	EA	\$90.00	0	\$ -
02.15.00	Aggregate Gradation (FM 1-T 30)	EA	\$60.00	0	\$ -
02.16.00	Direct Shear (ASTM D-3080)	EA	\$230.00	0	\$ -
02.17.00	Shrinkage Factor (FM 1-T 092)	EA	\$50.00	0	\$ -
02.18.00	Swell Potential (ASTM D-4546)	EA	\$50.00	0	\$ -
02.19.00	Proctor Compaction (FM 5-521/525)	EA	\$100.00	0	\$ -
02.20.00	Splitting Tensile (ASTM D-3967)	EA	\$150.00	0	\$ -
03.00.00	GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES				
03.01.00	Senior Engineer	HR	\$135.63	11	\$ 1,491.93
03.03.00	Project Engineer	HR	\$133.38	29	\$ 3,868.02
03.04.00	CADD/Computer Technician	HR	\$83.09	2	\$ 166.18
	GEOTECHNICAL MAN HOUR TOTAL	42	GEOTECHNICAL TOTAL		\$ 7,889.13
04.00.00	CONTAMINATION FIELD EXPLORATION				
	CONTAMINATION MAN HOUR TOTAL	0	CONTAMINATION TOTAL		\$ -
			AFP ADJUSTMENT		\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
PROPOSAL MAN HOUR TOTAL		42	PROPOSAL TOTAL		\$ 7,889.13



February 5, 2016

From: Danny Williams, III PSM

Re: Central Florida Expressway Authority (CFX)
SR 528 Bridge Replacement over the Econ River
Project No. 528-131
Contract No. 001098

Additional Scope of Services

WBO Design & Engineering, Inc. additional scope of services for the survey of the pond and boarding Roadway at NW Quadrant of Dallas Interchange. The office and field survey will include the below referenced tasks.

Survey

- additional horizontal and vertical control as required.
- Pond Site and boarding roadway Survey. *NW Quad of Dallas Intersection*
- Work Zone Safety. *MOT as appropriate to maintain safe work zone to traveling public and field survey crew.*
- QA/QC
- Supervision
- Coordination

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
SA 1A**

Name of Project: SR 528 Bridge Replacement over the Econ River
 County: Orange
 FPN: 0
 FAP No: 528-131

Consultant Name: WBQ Design & Engineering, Inc
 Consultant No: enter consultants proj number
 Date: 4/22/2016

Estimator: Williams sup for pond and roadway at NW Dallas r

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Clerical	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By	Cost By	Rate Per
		\$0.00	\$48.25	\$30.87	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Activity	Activity	Task
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6 Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8 Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9 Structures - Misc Tasks, 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 - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19 Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24 Lighting Plans	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)	9	0	1	4	4	0	0	0	0	0	0	0	0	9	\$260	\$28.86
28 Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29 Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30 Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31 Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32 Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33 Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	9	0	1	4	4	0	0	0	0	0	0	0	0	9		
Total Staff Cost		\$0.00	\$48.25	\$123.48	\$88.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$259.73	\$28.86

Survey Field Days by Subconsultant
4 - Person Crew:

SALARY RELATED COSTS:
 Total Multiplier 182.49% \$259.73
 OPERATING MARGIN: 11.24% \$473.98
 FCCM (Facilities Capital Cost Money): \$82.47
 EXPENSES: \$0.00

- 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.

4-man crew
 10 hr days @ \$ 1,902.73 / day \$3,805.46
SUBTOTAL ESTIMATED FEE: \$4,621.64
 Subconsulta Enter Name Sub 1 \$0.00
 Subconsulta Sub 2 \$0.00
 Subconsulta Sub 3 \$0.00
 Subconsulta Sub 4 \$0.00
 Subconsulta Sub 5 \$0.00
 Subconsulta Sub 6 \$0.00
 Subconsulta Sub 7 \$0.00
 Subconsulta Sub 8 \$0.00
 Subconsulta Sub 9 \$0.00
 Subconsulta Sub 10 \$0.00
 Subconsulta Sub 11 \$0.00
 Subconsulta Sub 12 \$0.00
SUBTOTAL ESTIMATED FEE: \$4,621.64
 Geotechnical Field and Lab Testing \$0.00
SUBTOTAL ESTIMATED FEE: \$4,621.64
 Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$4,621.64

Project Activity 27: Survey

Estimator: D. Williams
4/8/2016 Sup for pond and boarding roadway NW Quad Dallas .rev

SR 528 Bridge Replacement over the Econ River
0

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									Set additional control points for Project Control. This control datum will be based on local project control as provided by CFX (AAF information)
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	points			0.00		0.00		0.00	
	Interstate	Mile	0.20	3.25	0.65	0.50	0.33	4.00	2.60	
27.2	Vertical PC / Bench Line									Vertical PC / Bench Line. 3 wire bench run thru points set in 27.1. This control datum will be NAVD 88 based on local project control as provided by CFX (AAF information)
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	0.15	1.75	0.2625	0.50	0.13	3.00	0.79	
27.3	Alignment and Existing RW Lines									N/A
		mile			0.00		0.00		0.00	
27.4	Aerial Targets			Units/Day						N/A
	400 scale	EA			0.00		0.00		0.00	
	100 scale	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						N/A
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									Topo of pond and boarding roadway at Dallas NW intersection
		Mile	0.15	6.50	0.9750	0.25	0.24	4.00	3.90	
27.7	Planimetric (2D)									N/A
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									N/A
		ea			0.00		0.00		0.00	
27.9	Side Street Surveys									N/A

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27 10	Underground Utilities									
	Designates	Mile/Site			0.00		0.00		0.00	N/A
	Locates	Point			0.00		0.00		0.00	
	Survey		0%	0.00	0.00		0.00		0.00	
27 11	Outfall Survey									
		Mile			0.00		0.00		0.00	N/A
27 12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	N/A
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	N/A
27 14	Channel Survey									
		EA			0.00		0.00		0.00	N/A
27 15	Pond Site Survey									
		EA			0.00		0.00		0.00	N/A
27 16	Mitigation Survey									
		Mile			0.00		0.00		0.00	N/A
27 17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	N/A
27 18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	N/A
27 19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	N/A
		Mile			0.00		0.00		0.00	
27 20	Subdivision Location									
		subs			0.00		0.00		0.00	N/A
27 21	Maintained R/W									
		Mile			0.00		0.00		0.00	N/A
27 22	Boundary Survey									
		EA			0.00		0.00		0.00	N/A
27 23	Water Boundary Survey									
		EA			0.00		0.00		0.00	N/A
27 24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	N/A
		Mile			0.00		0.00		0.00	
27 25	R/W Monumentation									
		Point			0.00		0.00		0.00	N/A

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27 26	Line Cutting				0 00					N/A
27 27	Work Zone Safety	Mile								MOT as appropriate to maintain safe work zone to traveling public and field survey crew.
27 28	Miscellaneous Surveys		4	0 125	0 50					
					0 00		0 00		0 00	N/A
Survey Subtotal					Crew Days 2	Field Support Hours 1		Office Support Hours 7		
27 29	Supplemental Surveys									THIS ITEM CAN ONLY BE USED IF AUTHORIZED By CFX
			0%	2	0		0		0	
27 30	Document Research	Units							0	Review provided AAF topo/DTM information
27 31	Field Reviews	Units							0	
27 32	Technical Meetings	LS								N/A
27 33	Quality Assurance / Quality Control	LS								Sr PSM
								5%	0	
27 34	Supervision	LS								Sr PSM
								5%	0	
27 35	Coordination	LS								Sr PSM
								3%	0	
27. Survey Total					Crew Days 2	Field Support Hours 1		Office Support Hours 8		

Technical Meetings

Kickoff Meeting with CFX	EA	0	0	0
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings		0	0	0
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings

Carries to 27 32

SPLS =
 PLS =
 Office Support =
 Total Hours = 9

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

Parsons Brinckerhoff

**SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD
PROJECT № 528-131**

**Supplemental No. 1B
Scope of Services**

Supplemental Services Description:

This supplemental request covers additional services for the design of MSE Walls, associated drainage system, and final grading for All Aboard Florida (AAF) improvements.

CFX has advised that with the final execution of their agreement with AAF, CFX will be required to maintain the newly acquired area south of SR 528. To allow for maintenance, the area will be graded to allow for drainage flow, provide connections between SR 528 and the AAF service road, and other related operations and maintenance activities.

During the course of design, it was determined that certain cost benefits would occur by building portions of the ultimate improvements as part of this contract and as a result, a MSE wall system along the north side of SR 528 is needed to contain the proposed embankment along the north side of the proposed SR 528 improvements to avoid encroachment beyond the existing right-of-way. This work will be consistent with the CFX SR 528 8-Lane Concept Study which includes an ultimate 10-lane section in the project area. As part of this work, a storm sewer system will be installed that will be compatible with the anticipated future profile adjustments for the ultimate improvements.

During the geotechnical investigations for this project, some muck areas were found that require removal prior to embankment placement, which in turn will affect the existing IT lines. To address these impacts and removal activities, temporary IT lines will be installed initially. After the final embankment is placed, the permanent IT lines will be installed to match the new, raised profile which will allow more efficient access to these lines.

The services under this supplemental include additional project plan sheets for the MSE walls, storm sewer system, drainage map revisions, plan and profile sheets, updated cross-sections, final grading for AAF, environmental dredge and fill sketches, temporary IT lines, and other related changes.

We estimate the above additional work will impact our schedule by three weeks.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528-131
 County:
 FPN:
 FAP No.:

SUPPLEMENTAL ADDITIONAL SERVICES NO. 1B - MSE WALLS AND FINAL AAF GRADING

Consultant Name: Parsons Brinckerhoff
 Consultant No: 528-131
 Date: 4/22/2016
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary -"	Manager	Senior Engineer	Engineer	Designer	CADD Support	Structures Manager	Senior Struct Eng	Struct Proj Engineer	Struct Engineer	Engineer Intern	Structures Designer	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$79.16	\$89.17	\$53.14	\$45.28	\$34.65	\$0.00	\$69.48	\$0.00	\$37.38	\$0.00	\$0.00	\$0.00			
3 Project General and Project Common Tasks	11	11	0	0	0	0	0	0	0	0	0	0	0	11	\$871	\$79.16
4 Roadway Analysis	144	9	26	37	36	36	0	0	0	0	0	0	0	144	\$7,355	\$51.07
5 Roadway Plans	133	8	24	35	33	33	0	0	0	0	0	0	0	133	\$6,791	\$51.06
6 Drainage Analysis	29	2	5	7	7	8	0	0	0	0	0	0	0	29	\$1,470	\$50.70
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
8 Environmental Permits, Compliance & Clearances	99	6	19	26	25	23	0	0	0	0	0	0	0	99	\$5,100	\$51.51
9 Structures - Misc Tasks, Dwg, Non-Tech	52	3	0	0	0	0	0	12	0	37	0	0	0	52	\$2,454	\$47.20
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	\$0.00
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
13 Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
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	\$0.00
16 Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
17 Structures - Retaining Walls	278	17	0	0	0	0	0	62	0	199	0	0	0	278	\$13,092	\$47.09
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	\$0.00
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
24 Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
25 Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
26 Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
27 Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
28 Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
29 Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
30 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
31 Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
32 Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
33 Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0.00
Total Staff Hours	746	56	74	105	101	100	0	74	0	238	0	0	0	746		
Total Staff Cost		\$4,432.96	\$5,118.58	\$5,579.70	\$4,573.28	\$3,485.00	\$0.00	\$5,141.52	\$0.00	\$8,821.68	\$0.00	\$0.00	\$0.00		\$37,132.72	\$49.78

Check = \$37,132.72

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS: \$37,132.72
 OVERHEAD: 153.94% \$57,162.11
 OPERATING MARGIN: 12% \$11,315.38
 FCCM (Facilities Capital Cost Money): 0.00%
 LUMP SUM EXPENSES:

Notes:

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

4-man crew
 Survey (Field - if by Prime 0 days @ \$ - / day
SUBTOTAL ESTIMATED FEE: \$105,610.21

Subconsulta Antilian \$30,728.39
 Subconsulta GEC
 Subconsulta VHB \$8,102.81
 Subconsulta WVB
 Subconsulta McKim and Creed

SUBTOTAL SUBCONSULTANTS: \$38,831.20

GRAND TOTAL ESTIMATED FEE: \$144,441.41

Project Activity 3: Project Common and Project General Tasks

Estimator:
Updated 080518

0
0

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
3.1	Public Involvement		1	0	0	
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	MPO Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Quality Control Plan	EA	1	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	11	11	See Listing Below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	
3.9	Electronic Delivery	LS	1	0	0	
3.10	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					11	

Project Activity 3: Project Common and Project General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
3.6 - List of Project Manager Meetings						
	Roadway Analysis	EA	0	3	0	
	Drainage	EA	0	3	0	
	Utilities	EA	0	3	0	
	Environmental Structures	EA	0	3	0	
	Signing & Pavement Marking	EA	0	0	0	
	Signalization	EA	0	0	0	
	Lighting	EA	0	0	0	
	Landscape Architecture	EA	0	0	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	0	0	
	Geotechnical	EA	0	3	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	Other Meetings (AAF, SJRWMD)	EA	1	3	3	
	Bi-Weekly Progress Meetings	EA	2	4	8	Two Additional Progress Meetings
	Phase Reviews	EA		3	0	
	Field Reviews	EA	0	8	0	
Total Project Manager Meetings			3		11	

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to column D except for Photogrammetry.

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
4.1	Typical Section Package	LS	0	3	0	
4.2	Pavement Design Package	LS	1	0	0	
4.3	Access Management	LS	1	0	0	
4.4	Horizontal/Vertical Master Design Files	LS	1	85	85	AAF and MSE Walls impact. Total length of MSE walls, Sta. 1410+00 and the western bridge abutment at Sta. 1415+50, and between the eastern bridge abutment at Sta. 1418+50 and Sta. 1428+00, or approx 1500 feet. 300 Hrs/Mile x 1500/5280 = 85 Hrs.
4.5	Cross Section Design Files	LS	1	20	20	70 Hrs/Mi x 1510/5280 = 20 Hr to Integrate MSE Walls and provide maintenance access along North R/W. Adjust design to provide addition lanes for the future 10-Lane Section between station 1412+35 and 1421+65
4.6	Traffic Control Analysis	LS	1	0	0	
4.7	Master TCP Design Files	LS	1	0	0	
4.8	Design Variations and Exceptions	LS	1	0	0	
4.9	Preliminary Design Report	LS	1	0	0	
4.10	Computation Book & Quantities	LS	1	12	12	Develop additional quantities associated AAF, new paving limits, guardrail, and new stormsewer.
4.11	Cost Estimate	LS	1	0	0	
4.12	Technical Special Provisions	LS	1	0	0	
4.13	Submittal Preparations	EA	5	0	0	
Roadway Analysis Technical Subtotal					117	
4.14	Field Reviews	LS	1	0	0	
4.15	Technical Meetings	LS	1	11	11	SJRWMD coordination
4.16	Quality Assurance/Quality Control	LS	%	5%	6	
4.17	Independent Peer Review	LS	%	0%	0	
4.18	Supervision	LS	%	5%	6	
Roadway Analysis Nontechnical Subtotal					23	
4.19	Coordination	LS	%	3%	4	
4. Roadway Analysis Total					144	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
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Technical Meetings

Typical Section	EA					
Pavement	EA					
Access Management	EA					
15% Line and Grade	EA					
Driveways	EA					
Local Governments (cities, counties, MPO)	EA					
Work Zone Traffic Control	EA					
30/60/90/100% Comment Review Meeting:	EA					
Other Meetings (AAF, SJRWMD)	EA	1	3	3		
Subtotal Technical Meetings				3		
Progress Meetings	EA	2	4	8		
Phase Review Meetings	EA			0		
Total Meetings				11		

Carries to 4.15

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

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	SUPPLEMENTAL	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet		2	0	0	Update
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map		Sheet	2	6	2	12	Update for AAF Improvements, New Storm Sewer, Grading Limits
5.4	Interchange Drainage Map		Sheet	0	0	0	0	
5.5	Typical Section Sheets		Sheet	2	2	2	4	Includes MSE Walls
5.6	General Notes/Pay Item Notes		1	0	0		0	
5.7	Summary of Quantities		Sheet	2	4	2	8	MSE Walls
5.8	Box Culvert Data Sheet		Sheet	0	6	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	36	0	0	
5.10	Summary of Drainage Structures		Sheet	1	12	1	12	Includes new structures for AAF and MSE walls
5.11	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.12	Project Layout		Sheet	0	12	0	0	
5.13	Plan/Profile Sheet		Sheet	0	0	0	0	
5.14	Profile Sheet		Sheet	5	3	5	15	Add Ditch Profiles for MSE Walls and AAF
5.15	Plan Sheet		Sheet	5	3	5	15	Add, MSE Wall and Roadway Lane addition
5.16	Special Profile		Sheet	2	4	2	8	Two Extra Sheets for Ditch profiles for AAF and Future MSE Wall to Accommodate Ultimate
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	4	0	0	
5.22	Drainage Structure Sheet (Per Structure)		EA	1	3	1	3	
5.23	Miscellaneous Drainage Detail Sheets		Sheet	0	24	0	0	
5.24	Lateral Ditch Plan/Profile		Sheet	0	8	0	0	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	SUPPLEMENTAL	No. of Sheets	Total Hours	Comments
5.25	Lateral Ditch Cross Sections		EA	88	0.5	88	44	MSE Walls and Final Grading for AAF
5.26	Retention/Detention Ponds Detail Sheet		Sheet	0	12	0	0	
5.27	Retention Pond Cross Sections		EA	0	1	1	0	
5.28	Cross-Section Pattern Sheet		Sheet	0	8	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	0	4	0	0	
5.30	Cross Sections		EA	0	0.5		0	
5.31	Traffic Control Plan Sheets		Sheet	0	10	0	0	
5.32	Traffic Control Cross Section Sheets		EA	0	0.5		0	
5.33	Traffic Control Detail Sheets		Sheet	0	12	0	0	
5.34	Utility Adjustment Sheets		Sheet	0	8	0	0	
5.35	Selective Clearing and Grubbing		Sheet	0	7	0	0	
5.36	Erosion Control Plan		Sheet	0	8	0	0	
5.37	SWPPP		Sheet	0	6	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						109	121	
5.41	Quality Assurance/Quality Control		LS	%	5%		6	
5.42	Supervision		LS	%	5%		6	
5. Roadway Plans Total						109	133	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPL EMENT	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	0	0	0	
6.2	Pond Siting Analysis	Per Basin	0	16	0	
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Roadway Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Outfalls	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	1	0\	0	
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	
6.9	Design of Storm Drains	EA	1	2	2	
6.10	Optional Culvert Material	LS	0	0	0	
6.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	
6.12	Drainage Wells	EA	0	0	0	
6.13	Drainage Design Documentation Report	LS	1	16	16	For AAF and MSE Walls.
6.14	Bridge Hydraulic Report	EA	0	0	0	
6.15	Temporary Drainage Analysis	LS	1	0	0	
6.16	Cost Estimate	LS	0	8	0	
6.17	Technical Special Provisions	LS	1	0	0	
6.18	Other Drainage Analysis	LS	1	0	0	
Drainage Analysis Technical Subtotal					18	

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	SUPPLEMENT	Comments
6.19	Field Reviews	LS	0	0	0	
6.20	Technical Meetings	LS	1	8	8	
6.21	Quality Assurance/Quality Control	LS	%	5%	1	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	5%	1	
Drainage Analysis Nontechnical Subtotal					10	
6.24	Coordination	LS	%	3%	1	
6. Drainage Analysis Total					29	

Technical Meetings

Base Clearance Water Elevation	EA				
Pond Siting	EA				
Agency	EA	1	8	8	
Local Governments (cities, counties)	EA				
CFX/Atkins Drainage	EA				
Other Meetings (Bi- weekly Team Meetings)	EA				
Subtotal Technical Meetings					
Progress Meetings (if required by CFX)	EA				
Phase Review Meetings	EA				

Total Meetings

8

Carries to 6.20

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

Project Activity 8: Environmental Permits, Compliance and Clearances

Task No.	Task	Units	No. of Units	Hours/ Units	SUPPLEMENTS	Comments
8.1	Preliminary Project Research	LS	1	0	0	
8.2	Complete Permit Involvement Form	LS	1	0	0	
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	0	8	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
8.5	Complete And Submit All Required Permit Applications	LS	1	8	8	Update for AAF.
8.6	Prepare Dredge and Fill Sketches	LS	1	80	80	Prepared, Modify Plans to Reflect Wetland Impacts, 2 Drain Maps, 8 Plan sheets @ 8 Hrs Ea
8.7	Prepare USCG Permit Sketches	LS	1	0	0	Not Included
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	Not Included
8.11	Mitigation Coordination and Meetings	LS	1	0	0	RHPZ & Wetlands - Not Required
8.12	Mitigation Design	LS	1	0	0	Not Included
8.13	Environmental Clearances and Technical Support	LS	1	0	0	Not Included
8.14	Environmental Clearances and Reevaluations	LS	1	0	0	Not Included
8.15	Other Environmental Permits	LS	1	0	0	Not Included
Environmental Permits, Compliance and Clearances Technical Subtotal					88	
8.16	Technical Meetings	LS	1	0	0	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	5%	4	
8.18	Supervision	LS	%	5%	4	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					8	
8.19	Coordination	LS	%	3%	3	
8. Environmental Permits, Compliance and Clearances Total					99	

Project Activity 8: Environmental Permits, Compliance and Clearances

Task No.	Task	Units	No. of Units	Hours/ Units	SUPPLEMENTA	Comments
Technical Meetings						
	WMD	EA				
	ACOE	EA				
	USCG	EA				
	USFWS	EA				
	FFWCC	EA				
	FDOT	EA				
	Other Meetings	EA				
	Subtotal Technical Meetings				0	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				0	

Carries to 8.16

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

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Task No.	Task	Units	Design and Production Staffhours				Comments				
			No. of Units	Hours per Unit	No. of Sheets	Total					
	General Drawings										
9.1	Index of Drawings	Sheet	0	0	0	0					
9.2	Project Layout	Sheet	0	85	0	0					
9.3	General Notes and Bid Item Notes	Sheet	0	20	0	0					
9.4	Miscellaneous Common Details	Sheet	1	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 Computation Book and Quantities	LS	1	4		4	Include 1 hour for MSE Walls for each submittal (4 updates after BCM @ 4 hrs)				
9.8	Cost Estimate	LS	1	4		4	Include 1 hour for MSE Walls for each submittal (4 updates after BCM @ 4 hrs)				
9.9	Technical Special Provisions	LS	1	0		0					
Structures - Summary and Miscellaneous Tasks and Drawings Subtotal					0	8					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	0	0	0	0	0	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
17	Retaining Walls	278								278	
18	Miscellaneous Structures	0									0
Structures Technical Subtotals		278	0	0	0	0	0	0	0	278	0

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	1	0	0	0
9.11	Technical Meetings	LS	1	0	0	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	5%	14	
9.13	Independent Peer Review	LS	%	0%	0	
9.14	Supervision	LS	%	5%	14	
Structures Nontechnical Subtotal					28	
9.15	Coordination	LS	%	5%	16	Management & Coordination
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					52	

Technical Meetings

BCR Coordination/Review	EA	0	0	0	1 person @ 2 hours each inc. prep and minutes
90/100% Comment Review	EA	0	0	0	1 person @ 2 hours each inc. prep and minutes
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	1 person @ 2 hours each inc. prep
Phase Review Meetings	EA	0	0	0	1 person @ 3 hours each inc. prep and minutes

Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Total Meetings	0
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Project Activity 17: Structures - Retaining Walls

Task No.	Task	Unit	No. of Units	SUPP LEME	Total Hours	Comments	
General Requirements							
17.1	Key Sheet	Sheet	0	0	0		
17.2	Horizontal Wall Geometry	Per Wall	2	4	8	North Bridge: Two Permanent MSE Walls	
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	Per Wall	2	18	36	North Bridge: Permanent MSE Walls, determine geometry/elevations of future widening vs. tie-in to end bents	
17.4	Semi-Standard Drawings	Sheet	1	8	1	8	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	5	22	5	110	North Bridge: Wall 1 = 500' (2 sheets), Wall 2 = 950' (3 sheets), numerous drainage structures
17.6	Details	Sheet	3	16	3	48	North Bridge: Wall details (plan and sections at end bent), aesthetic details
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	Per Wall				0	
17.8	Semi-Standard Drawings	Sheet				0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet				0	
17.10	Details	Sheet				0	
Cast-in-Place Retaining Walls							
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	

Project Activity 17: Structures - Retaining Walls

Task No.	Task	Unit	No. of Units	SUPP LEME		Total Hours	Comments
Other Retaining Walls and Bulkheads							
17.17	Design	EA Design	1	16		16	North Bridge: Temporary Steel sheet pile design
17.18	Vertical Wall Geometry	EA Wall	2	8		16	North Bridge: Temporary Steel sheet pile design
17.19	General Notes, Tables and Misc. Details	Sheet					
17.20	Wall Plan and Elevations	Sheet	3	12	3	36	North Bridge: Temporary Steel sheet pile design
17.21	Details	Sheet	0	0	0	0	
17. Structures - Retaining Walls Total						12	278

Antillian Engineering

SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD PROJECT № 528-131

Geotechnical Scope of Services Summary

Project Description:

4.05 Geotechnical Investigation for Permanent MSE Walls (by Antillian)

- Perform a total of 11 SPT borings to 30-50 feet each for the 1,500 linear feet of proposed permanent face MSE walls approximately 14 feet high between Sta. 1410+00 and the western bridge abutment at Sta. 1415+50, and between the eastern bridge abutment at Sta. 1418+50 and Sta. 1428+00. Field and lab effort were reduced by using bridge borings drilled at abutments by GEC for MSE wall analysis. Wall straps will be estimated to account for the future raising of the MSE walls to approximately 23 feet high at STA 1428 to accommodate the estimated ultimate Dallas Boulevard profile as indicated in the CFX SR 528 8-Lane Concept Study.
- Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, LBR and corrosion series testing as appropriate.
- Collect groundwater level measurements and estimate wet seasonal high groundwater tables.

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT
SA 1B**

Name of Project: SR 528 Econlockhatchee Bridge Widening
 County: Orange
 FPN: 528-131
 FAP No.: N/A

Consultant Name: PB/Antillean Engineering Associates, Inc
 Consultant No.: enter consultants proj number
 Date: 4/22/2016
 Estimator: PGS

Staff Classification	Total Staff Hours From "SH Summary"	Chief Eng	Senior Eng	Project Eng	Eng Intern	Sr. Eng Tech	CADD	Clerical	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
		\$0.00	\$135.63	\$133.38	\$0.00	\$0.00	\$83.09	\$0.00	\$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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5 Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8 Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9 Structures - Misc Tasks, Dwg, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10 Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11 Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13 Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14 Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15 Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16 Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19 Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24 Lighting Plans	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34 Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35 Geotechnical	136	0	29	81	0	0	26	0	0	0	0	0	0	136	\$16,897	\$124.25
Total Staff Hours	136	0	29	81	0	0	26	0	0	0	0	0	0	136	\$16,897	\$124.25
Total Staff Cost		\$0.00	\$3,933.27	\$10,803.78	\$0.00	\$0.00	\$2,160.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$16,897.39	\$124.25

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.

135.63485	133.37182	0	0	83.08553
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SALARY RELATED COSTS:		
OVERHEAD:	1.000	\$16,897.39
PROFIT		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
Survey (Field - if by Prime)	0 days @ \$ / day	\$0.00
SUBTOTAL ESTIMATED FEE:		\$16,897.39
Subconsultant: Sub 1		\$0.00
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
Subconsultant: Sub 7		\$0.00
Subconsultant: Sub 8		\$0.00
Subconsultant: Sub 9		\$0.00
Subconsultant: Sub 10		\$0.00
Subconsultant: Sub 11		\$0.00
Subconsultant: Sub 12		\$0.00
SUBTOTAL ESTIMATED FEE:		\$16,897.39
Geotechnical Field and Lab Testing		\$13,831.00
SUBTOTAL ESTIMATED FEE:		\$30,728.39
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$30,728.39

Check = \$16,897.39

35. Geotechnical

Estimator: PGS

2/24/2016

ANTILLIAN scope for Permanent MSE Walls on N Side of SR 528

SR 528 Econlockhatchee Bridge Widening

528-131

Representing	Print Name	Signature / Date
FDOT District	CFX	
Consultant Name	Antillian Engineering Associates, Inc.	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
	Roadway Geotechnical Subtotal				0	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	2	2	
35.28	Stake Borings/Utility Clearance	Boring	11	0.3	3	MSE Walls: 2 SPT to 30 ft, 2 SPT to 35 ft, 3 SPT to 40 ft, 2 SPT to 45 ft, 2 SPT to 50 ft (440 ft) NIC GEC bridge borings
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	0	6	0	
35.30	Drilling Access Permits	Location	0	0	0	
35.31	Property Clearances	EA	0	0	0	
35.32	Collection of Corrosion Samples	EA	7	0.25	2	One per 300 LF of wall
35.33	Coordination of Field Work	100 lf of boring	4.4	0.3	1	
35.34	Soil and Rock Classification - Structures	100 lf of boring	4.4	2	9	
35.35	Tabulation of Laboratory Data	100 lf of boring	4.4	0.5	2	
35.36	Estimate Design Groundwater Level for Structures	EA	2	0.25	1	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	4	0	
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	4	0	
35.39	Bridge Construction and Testing Recommendations	Bridge boring	0	3	0	
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.41	Walls	Wall Boring	13	2	26	GEC bridge borings included in analysis
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	13	2	26	External stability analysis only, structural design of sheetpile wall not included.
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	0	2	0	
35.44	Box Culvert Analysis	EA	0	0	0	
35.45	Preliminary Report - BDR	EA	0	16	0	90%, 100%, Final submittals
35.46	Final Report - Bridge and Associated Walls	EA	0	24	0	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	1	24	24	
35.48	SPT Boring Drafting	100 lf of boring	4.4	5	22	
35.49	Other Geotechnical	LS	1	0	0	
Structural Geotechnical Subtotal					118	
Geotechnical Technical Subtotal					118	
35.50	Technical Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	0	6	0	
35.52	Technical Meetings	LS	1	2	2	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	6	
35.54	Supervision	LS	%	5%	6	
Geotechnical Nontechnical Subtotal					14	
35.55	Coordination	LS	%	3%	4	
35. Geotechnical Total					136	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with CFX	EA	0	2	0		0
Boring Layout Approval	EA	0	0	0		0
Attend in BDR Review Meeting	EA	0	0	0		0

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	30/60/90% Submittal Review	EA	0	2	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	Subtotal Project Manager Meetings
	Progress Meetings (if required by CFX)	EA	1	2	2	<i>PM attendance at Progress Meetings is manually entered on General Task</i>
	Phase Review Meetings	EA	0	2	0	<i>attendance at Phase Review Meetings is manually entered on General Task</i>
	Total Meetings		2	2	2	Total Project Manager Meetings (carries to Tab 3)
						0

Carries to 33.18

Carries to Tab 3

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.00.00	GEOTECHNICAL FIELD EXPLORATION				
01.01.00	Crew & Equipment Mobilization:				
01.01.01	Truck Rig Mobilization	EA	\$450.00	0	\$ -
01.01.02	Mudbug Mobilization	EA	\$500.00	1	\$ 500.00
01.01.03	Track Rig Mobilization	EA	\$3,000.00	0	\$ -
01.01.04	Barge (small) Mobilization	EA	\$8,500.00	0	\$ -
01.01.05	Barge (offshore) Mobilization	EA	N/A	0	\$ -
01.01.06	CPT Rig Mobilization	EA	\$500.00	0	\$ -
01.01.07	Support Boat Mobilization	EA	\$200.00	0	\$ -
01.01.08	Pavement Coring Equipment Mobilization	EA	\$250.00	0	\$ -
01.01.09	Soil Survey/Coring/GPR Crew Mobilization	EA	\$250.00	0	\$ -
01.01.10	Tri Pod Rig Mobilization	EA	\$2,500.00	0	\$ -
01.01.11	Low Clearance Rig Mobilization	EA	N/A	0	\$ -
01.01.12	Drill Rig Remobilization	EA	\$150.00	1	\$ 150.00
01.02.00	Auger Borings (ASTM D-1452):				
01.02.01	Truck Auger Borings	LF	\$9.00	0	\$ -
01.02.02	Mudbug Auger Borings	LF	\$11.25	0	\$ -
01.02.03	Track Auger Borings	LF	\$13.50	0	\$ -
01.03.00	Standard Penetration Test Borings (ASTM D-1586):				
01.03.01	SPT - Truck/MB:				
01.03.01A	SPT - Truck/MB: 0-50 FT	LF	\$12.00	330	\$ 3,960.00
01.03.01B	SPT - Truck/MB: 50-100 FT	LF	\$14.00	0	\$ -
01.03.01C	SPT - Truck/MB: 100-150 FT	LF	\$21.00	0	\$ -
01.03.01D	SPT - Truck/MB: 150-200 FT	LF	\$28.00	0	\$ -
01.03.01E	SPT - Truck/MB: 200-250 FT	LF	\$38.00	0	\$ -
01.03.01F	SPT - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.03.02	SPT - B/T/A:				
01.03.02A	SPT - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.03.02B	SPT - B/T/A: 50-100 FT	LF	N/A	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Unlts	Cost
01.03.02C	SPT- B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.03.02D	SPT- B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.03.02E	SPT- B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.03.02F	SPT- B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.04.00	Cone Penetration Test Soundings (ASTM D-3441):				
01.04.01	CPT - Truck/MB:				
01.04.01A	CPT - Truck/MB: 0-50 FT	LF	\$11.50	0	\$ -
01.04.01B	CPT - Truck/MB: 50-100 FT	LF	\$11.50	0	\$ -
01.04.01C	CPT - Truck/MB: 100-150 FT	LF	\$12.50	0	\$ -
01.04.01D	CPT - Truck/MB: 150-200 FT	LF	N/A	0	\$ -
01.04.01E	CPT - Truck/MB: 200-250 FT	LF	N/A	0	\$ -
01.04.01F	CPT - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.04.02	CPT - B/T/A:				
01.04.02A	CPT - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.04.02B	CPT - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.04.02C	CPT - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.04.02D	CPT - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.04.02E	CPT - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.04.02F	CPT - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.05.00	Rock Coring - HW Barrel (ASTM D-2113):				
01.05.01	Rock Coring - Truck/MB:				
01.05.01A	Rock Coring - Truck/MB: 0-50 FT	LF	\$35.00	0	\$ -
01.05.01B	Rock Coring - Truck/MB: 50-100 FT	LF	\$38.00	0	\$ -
01.05.01C	Rock Coring - Truck/MB: 100-150 FT	LF	\$43.00	0	\$ -
01.05.01D	Rock Coring - Truck/MB: 150-200 FT	LF	\$48.00	0	\$ -
01.05.01E	Rock Coring - Truck/MB: 200-250 FT	LF	\$55.00	0	\$ -
01.05.01F	Rock Coring - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.05.02	Rock Coring - B/T/A:				
01.05.02A	Rock Coring - B/T/A: 0-50 FT	LF	N/A	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.05.02B	Rock Coring - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.05.02C	Rock Coring - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.05.02D	Rock Coring - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.05.02E	Rock Coring - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.05.02F	Rock Coring - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.06.00	Grout Seal Boreholes:				
01.06.01	Grout Boreholes - Truck/MB:				
01.06.01A	Grout - Truck/MB: 0-50 FT	LF	\$4.50	0	\$ -
01.06.01B	Grout - Truck/MB: 50-100 FT	LF	\$5.00	0	\$ -
01.06.01C	Grout - Truck/MB: 100-150 FT	LF	\$5.50	0	\$ -
01.06.01D	Grout - Truck/MB: 150-200 FT	LF	\$6.00	0	\$ -
01.06.01E	Grout - Truck/MB: 200-250 FT	LF	\$6.50	0	\$ -
01.06.01F	Grout - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.06.02	Grout Boreholes - B/T/A:				
01.06.02A	Grout - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.06.02B	Grout - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.06.02C	Grout - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.06.02D	Grout - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.06.02E	Grout - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.06.02F	Grout - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.07.00	Temporary Casing:				
01.07.01	3" Temp. Casing - Truck/MB:				
01.07.01A	3" Casing - Truck/MB: 0-50 FT	LF	\$9.00	0	\$ -
01.07.01B	3" Casing - Truck/MB: 50-100 FT	LF	\$10.00	0	\$ -
01.07.01C	3" Casing - Truck/MB: 100-150 FT	LF	\$12.00	0	\$ -
01.07.01D	3" Casing - Truck/MB: 150-200 FT	LF	\$14.00	0	\$ -
01.07.01E	3" Casing - Truck/MB: 200-250 FT	LF	\$16.00	0	\$ -
01.07.01F	3" Casing - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.07.02	3" Temp. Casing - B/T/A:				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.07.02A	3" Casing - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.07.02B	3" Casing - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.07.02C	3" Casing - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.07.02D	3" Casing - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.07.02E	3" Casing - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.07.02F	3" Casing - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.07.03	4" Temp. Casing - Truck/MB:				
01.07.03A	4" Casing - Truck/MB: 0-50 FT	LF	\$10.00	110	\$ 1,100.00
01.07.03B	4" Casing - Truck/MB: 50-100 FT	LF	\$12.00	0	\$ -
01.07.03C	4" Casing - Truck/MB: 100-150 FT	LF	\$14.00	0	\$ -
01.07.03D	4" Casing - Truck/MB: 150-200 FT	LF	\$16.00	0	\$ -
01.07.03E	4" Casing - Truck/MB: 200-250 FT	LF	\$18.00	0	\$ -
01.07.03F	4" Casing - Truck/MB: 250-300 FT	LF	N/A	0	\$ -
01.07.04	4" Temp. Casing - B/T/A:				
01.07.04A	4" Casing - B/T/A: 0-50 FT	LF	N/A	0	\$ -
01.07.04B	4" Casing - B/T/A: 50-100 FT	LF	N/A	0	\$ -
01.07.04C	4" Casing - B/T/A: 100-150 FT	LF	N/A	0	\$ -
01.07.04D	4" Casing - B/T/A: 150-200 FT	LF	N/A	0	\$ -
01.07.04E	4" Casing - B/T/A: 200-250 FT	LF	N/A	0	\$ -
01.07.04F	4" Casing - B/T/A: 250-300 FT	LF	N/A	0	\$ -
01.08.00	Extra SPT Samples:				
01.08.01	Extra SPT Samples - Truck/MB:				
01.08.01A	Extra SPT Samples - Truck/MB: 0-50 FT	EA	\$35.00	0	\$ -
01.08.01B	Extra SPT Samples - Truck/MB: 50-100 FT	EA	\$37.00	0	\$ -
01.08.01C	Extra SPT Samples - Truck/MB: 100-150 FT	EA	\$75.00	0	\$ -
01.08.01D	Extra SPT Samples - Truck/MB: 150-200 FT	EA	\$90.00	0	\$ -
01.08.01E	Extra SPT Samples - Truck/MB: 200-250 FT	EA	\$105.00	0	\$ -
01.08.01F	Extra SPT Samples - Truck/MB: 250-300 FT	EA	N/A	0	\$ -
01.08.02	Extra SPT Samples - B/T/A:				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES**FEE SCHEDULE:** 2015**PROJECT:** SR 528 Econlockhatchee Bridge Widening**PREPARED BY:** PGS**FPID:****DATE:** 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.08.02A	Extra SPT Samples - B/T/A: 0-50 FT	EA	N/A	0	\$ -
01.08.02B	Extra SPT Samples - B/T/A: 50-100 FT	EA	N/A	0	\$ -
01.08.02C	Extra SPT Samples - B/T/A: 100-150 FT	EA	N/A	0	\$ -
01.08.02D	Extra SPT Samples - B/T/A: 150-200 FT	EA	N/A	0	\$ -
01.08.02E	Extra SPT Samples - B/T/A: 200-250 FT	EA	N/A	0	\$ -
01.08.02F	Extra SPT Samples - B/T/A: 250-300 FT	EA	N/A	0	\$ -
01.09.00	Undisturbed Samples (ASTM D-1587):				
01.09.01	Undisturbed Samples - Truck/MB:				
01.09.01A	Undisturbed Samples - Truck/MB: 0-50 FT	EA	\$120.00	2	\$ 240.00
01.09.01B	Undisturbed Samples - Truck/MB: 50-100 FT	EA	\$140.00	0	\$ -
01.09.01C	Undisturbed Samples - Truck/MB: 100-150 FT	EA	\$240.00	0	\$ -
01.09.01D	Undisturbed Samples - Truck/MB: 150-200 FT	EA	\$300.00	0	\$ -
01.09.02	Undisturbed Samples - B/T/A:				
01.09.02A	Undisturbed Samples - B/T/A: 0-50 FT	EA	N/A	0	\$ -
01.09.02B	Undisturbed Samples - B/T/A: 50-100 FT	EA	N/A	0	\$ -
01.09.02C	Undisturbed Samples - B/T/A: 100-150 FT	EA	N/A	0	\$ -
01.09.02D	Undisturbed Samples - B/T/A: 150-200 FT	EA	N/A	0	\$ -
01.10.00	Drill Rig and Crew (Clearing/Difficult Access)				
01.10.01	Drill Rig and 2-Man Crew - Truck/MB	HR	\$200.00	16	\$ 3,200.00
01.10.02	Drill Rig and 2-Man Crew - B/T/A	HR	\$300.00	0	\$ -
01.10.03	Drill Rig and 3-Man Crew - Truck/MB	HR	\$250.00	0	\$ -
01.10.04	Drill Rig and 3-Man Crew - B/T/A	HR	\$375.00	0	\$ -
01.11.00	Drill Mud Contain/Disposal				
01.11.01	Drill Mud Contain/Disposal - Truck/MB	EA	\$200.00	0	\$ -
01.11.02	Drill Mud Contain/Disposal - B/T/A	EA	\$400.00	0	\$ -
01.12.00	Hand Probing/Wash Borings				
01.12.01	Hand Probing/Wash Borings - 2 Person Crew	HR	\$125.00	0	\$ -
01.12.02	Hand Probing/Wash Borings - 3 Person Crew	HR	\$175.00	0	\$ -
01.13.00	Field Permeability Test				

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
01.13.01	Field Permeability Test (0-10')	EA	\$300.00	0	\$ -
01.13.02	Field Permeability Test (10-25')	EA	\$400.00	0	\$ -
01.14.00	Temporary Piezometer				
01.14.01	Temporary Piezometer (0-50')	LF	\$25.00	0	\$ -
01.14.02	Temporary Piezometer Locking Assembly	EA	N/A	0	\$ -
01.15.00	Pavement Cores (Excluding MOT)				
01.16.00	Ground Surface D.R.I	EA	\$500.00	0	\$ -
01.17.00	Field Vane Shear Strength	EA	\$400.00	0	\$ -
01.18.00	Dilatometer Sounding	HR	\$240.00	0	\$ -
01.19.00	Ground Penetrating Radar Crew - 2 Person	HR	\$250.00	0	\$ -
01.20.00	CPT Data Reduction	EA	N/A	0	\$ -
01.21.00	Maintenance of Traffic				
01.21.01	MOT - Barricades	DAY	\$50.00	5	\$ 250.00
01.21.02	MOT - Flashing Arrowboard	DAY	\$125.00	0	\$ -
01.21.03	MOT - Law Enforcement Officer	DAY	\$400.00	0	\$ -
01.21.04	MOT - Crash Truck	DAY	\$1,500.00	0	\$ -
01.21.05	MOT - Support Vehicle	DAY	\$40.00	0	\$ -
01.21.06	MOT - Signs	DAY	\$40.00	5	\$ 200.00
01.21.07	MOT - Certified Traffic Control Specialist	HR	\$75.00	0	\$ -
01.22.00	Other Support Services				
01.22.01	Support Vehicle	DAY	\$50.00	0	\$ -
01.22.02	Support Boat	DAY	\$200.00	0	\$ -
01.22.03	Heavy Equipment	DAY	N/A	0	\$ -
01.22.04	GPS Unit	DAY	\$45.00	0	\$ -
02.00.00	GEOTECHNICAL LABORATORY TESTING SERVICES				
02.01.00	Grain Size Analysis:				
02.01.01	Full Gradation	EA	\$60.00	0	\$ -
02.01.02	Single Sieve	EA	\$36.00	28	\$ 1,008.00
02.02.00	Hydrometer (FM 1-T 88)	EA	\$150.00	0	\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
02.03.00	Organic Content (FM 1-T 267)	EA	\$40.00	12	\$ 480.00
02.04.00	Atterberg Limits:				
02.04.01	Atterberg - Liquid Limit	EA	\$38.00	4	\$ 152.00
02.04.02	Atterberg - Plastic Limit	EA	\$38.00	4	\$ 152.00
02.05.00	Natural Moisture Content (FM 1-T 265)	EA	\$11.00	14	\$ 154.00
02.06.00	Unit Weight	EA	\$40.00	1	\$ 40.00
02.07.00	Consolidation (FM 1-T 216)	EA	\$450.00	1	\$ 450.00
02.08.00	Permeability (FM 1-T 215/5-513)	EA	\$250.00	0	\$ -
02.09.00	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	EA	\$145.00	12	\$ 1,740.00
02.11.00	Unconfined Compression:				
02.11.01	Unconfined Comp. - Soil	EA	\$225.00	0	\$ -
02.11.02	Unconfined Comp. - Rock	EA	\$150.00	0	\$ -
02.12.00	Limerock Bearing Ratio (FM 5-515)	EA	\$330.00	0	\$ -
02.13.00	Specific Gravity (FM 1-T 100)	EA	\$55.00	1	\$ 55.00
02.14.00	Bitumen Extraction (FM 1-T 164)	EA	\$90.00	0	\$ -
02.15.00	Aggregate Gradation (FM 1-T 30)	EA	\$60.00	0	\$ -
02.16.00	Direct Shear (ASTM D-3080)	EA	\$230.00	0	\$ -
02.17.00	Shrinkage Factor (FM 1-T 092)	EA	\$50.00	0	\$ -
02.18.00	Swell Potential (ASTM D-4546)	EA	\$50.00	0	\$ -
02.19.00	Proctor Compaction (FM 5-521/525)	EA	\$100.00	0	\$ -
02.20.00	Splitting Tensile (ASTM D-3967)	EA	\$150.00	0	\$ -
03.00.00	GEOTECHNICAL ENGINEERING AND TECHNICAL SERVICES				
03.01.00	Senior Engineer	HR	\$135.63	29	\$ 3,933.27
03.03.00	Project Engineer	HR	\$133.38	81	\$ 10,803.78
03.04.00	CADD/Computer Technician	HR	\$83.09	26	\$ 2,160.34
	GEOTECHNICAL MAN HOUR TOTAL	136	GEOTECHNICAL TOTAL		\$ 30,728.39
04.00.00	CONTAMINATION FIELD EXPLORATION				
	CONTAMINATION MAN HOUR TOTAL	0	CONTAMINATION TOTAL		\$ -
			AFP ADJUSTMENT		\$ -

SUMMARY GEOTECHNICAL & CONTAMINATION SERVICES

FEE SCHEDULE: 2015

PROJECT: SR 528 Econlockhatchee Bridge Widening

PREPARED BY: PGS

FPID:

DATE: 4/22/2016

Item	Description	Unit	Unit Price	No of Units	Cost
PROPOSAL MAN HOUR TOTAL		136	PROPOSAL TOTAL		\$ 30,728.39

VHB

**SR 528 ECONLOCKHATCHEE BRIDGE WIDENING TO DALLAS BLVD
PROJECT № 528-131**

**Supplemental No. 1B
Scope of Services**

Supplemental Services Description:

This supplemental request covers additional services for the design of additional project plan sheets to address the need for temporary IT lines prior to muck removal and other related changes.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT SA 1B

Name of Project: CFX Project No 528-131 - SR 528 Bridge Replacement Over The Econlockhatchee River
 County: Orange
 FPN: 0
 FAP No.: 1/0/1900

Consultant Name: VHB
 Consultant No.: enter consultants proj number
 Date: 4/22/2016
 Estimator: Erik Spillmann

Staff Classification	Total Staff Hours From "SH Summary"	Principal Engineer	Project Manager	Sr. Designer	Specialist	Engineering Intern	Clerical	Sr. Engineer	Project Engineer	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3 Project General and Project Common Tasks	0	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6 Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7 Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8 Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9 Structures - Misc Tasks, Dugs, Non-Tech	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10 Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11 Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12 Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13 Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14 Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15 Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16 Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17 Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18 Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19 Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20 Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21 Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22 Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23 Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24 Lighting Plans	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	16	0	3	5	4	2	2	0	0	0	0	0	0	16	\$677	#DIV/0!
34 Intelligent Transportation Systems Plans	52	1	10	12	13	10	8	0	0	0	0	0	0	52	\$2,128	\$40.92
35 Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	68	1	13	17	17	12	8	0	0	0	0	0	0	68		
Total Staff Cost		\$74.55	\$748.67	\$979.03	\$572.22	\$310.20	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,804.67	\$41.25

Survey Field Days by Subconsultant
 4 - Person Crew.

SALARY RELATED COSTS:			
OVERHEAD:	157.95%	\$2,804.67	\$2,804.67
OPERATING MARGIN:	12%	\$4,429.98	\$4,429.98
FCCM (Facilities Capital Cost Money):		\$868.16	\$868.16
EXPENSES:		\$0.00	\$0.00
See Expense Estimate Sheet 4-man crew			
Survey (Field - If by Prime)	0 days @ \$ / day	\$0.00	\$0.00
SUBTOTAL ESTIMATED FEE:		\$8,102.81	\$8,102.81
Subconsultant: Enter Name Sub 1		\$0.00	\$0.00
Subconsultant: Sub 2		\$0.00	\$0.00
Subconsultant: Sub 3		\$0.00	\$0.00
Subconsultant: Sub 4		\$0.00	\$0.00
Subconsultant: Sub 5		\$0.00	\$0.00
Subconsultant: Sub 6		\$0.00	\$0.00
Subconsultant: Sub 7		\$0.00	\$0.00
Subconsultant: Sub 8		\$0.00	\$0.00
Subconsultant: Sub 9		\$0.00	\$0.00
Subconsultant: Sub 10		\$0.00	\$0.00
Subconsultant: Sub 11		\$0.00	\$0.00
Subconsultant: Sub 12		\$0.00	\$0.00
SUBTOTAL ESTIMATED FEE:		\$8,102.81	\$8,102.81
Geotechnical Field and Lab Testing		\$0.00	\$0.00
SUBTOTAL ESTIMATED FEE:		\$8,102.81	\$8,102.81
Optional Services			
GRAND TOTAL ESTIMATED FEE:		\$8,102.81	\$8,102.81

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

Project Activity 33: Intelligent Transportation Systems Analysis

Estimator:

CFX Project No 528-131 - SR 528 Bridge Replacement Over The Econolockhatchee River

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	0	0	Provide Temporary IT System Until Final Grading Nears Completion
33.2	Communications Plan Analysis	LS	1	0	0	Temporarily communication analysis
33.3	Lightning Protection Analysis	LS	1	0	0	
33.4	Power Subsystem	LS	1	6	6	MOC Temp Power
33.5	Voltage Drop Calculations	LS	1	0	0	
33.6	Design Documentation	LS	1	2	2	
33.7	Existing ITS System	LS	1	0	0	
33.8	Queue Analysis	LS	1	0	0	
33.9	Reference and Master ITS Design File	LS	1	0	0	
33.10	Reference and Master Communications Design File	LS	1	0	0	
33.11	Pole Elevation Analysis	LS	1	0	0	
33.12	Sign Panel Design Analysis	LS	1	0	0	By Others
33.13	Quantities	LS	1	4	4	MOC Quantities
33.14	Cost Estimate	LS	1	2	2	MOC Cost Estimate
33.15	Technical Special Provisions	LS	1	0	0	
33.16	Other ITS Analyses	LS	1	0	0	
Intelligent Transportation Systems Analysis Technical Subtotal					14	
33.17	Field Reviews	LS	1	0	0	
33.18	Technical Meetings	LS	1	0	0	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	5%	1	
33.20	Supervision	LS	%	5%	1	
Intelligent Transportation Systems Analysis Nontechnical Subtotal					2	
33.21	Coordination	LS	%	3%	0	
33. Intelligent Transportation Systems Analysis Total					16	

Technical Meetings

Kickoff Meeting	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	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 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:

CFX Project No 528-131 - SR 528 Bridge Replacement Over The Econolockhatchee River
0

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	1	2	1	2	MOC Quantities
34.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	MOC Notes
34.5	Project Layout		Sheet	0	0	0	0	
34.6	Typical and Special Details		Sheet	0	0	0	0	
34.7	Plan Sheet		Sheet	10	4	10	40	MOC Plan Sheets
34.8	ITS Communications Plans		Sheet	1	4	1	4	MOC
34.9	Fiber Optic Splice Diagrams		Sheet	0	0	0	0	
34.10	Lightning Protection Plans		Sheet	0	0	0	0	
34.11	Cross Sections		Sheet	0	0	0	0	
34.12	Guide Sign Worksheet(s)		Sheet	0	0	0	0	
34.13	Special Service Point Details		Sheet	0	0	0	0	
34.14	Strain Pole Schedule		Sheet	0	0	0	0	
34.15	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	By Others
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	By Others
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		0	0	0	
Intelligent Transportation System Plans Technical Subtotal						13	48	
34.20	Quality Assurance/Quality Control		LS	%	5%		2	
34.21	Supervision		LS	%	5%		2	
34. Intelligent Transportation System Plans Total						13	52	


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

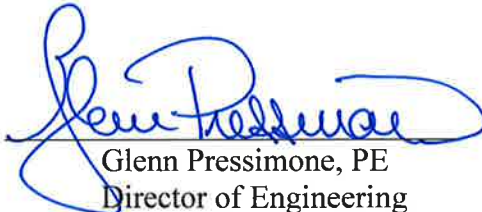
DATE: April 26, 2016

SUBJECT: Authorization to Advertise for Construction Bids
Systemwide E-PASS Signage Replacements
Project 599-624, Contract No. 001203

Board authorization is requested to advertise for construction bids for the Systemwide E-PASS Signage Replacements. Work to be performed will include the fabrication and installation to replace identified E-PASS signs throughout the CFX system that have met their serviceable life.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering




CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

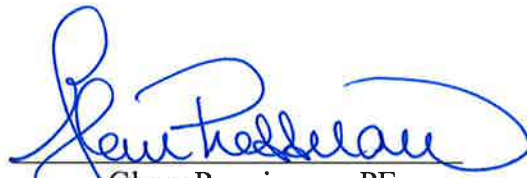
FROM: Robert Johnson 
Manager of Procurement

DATE: April 26, 2016

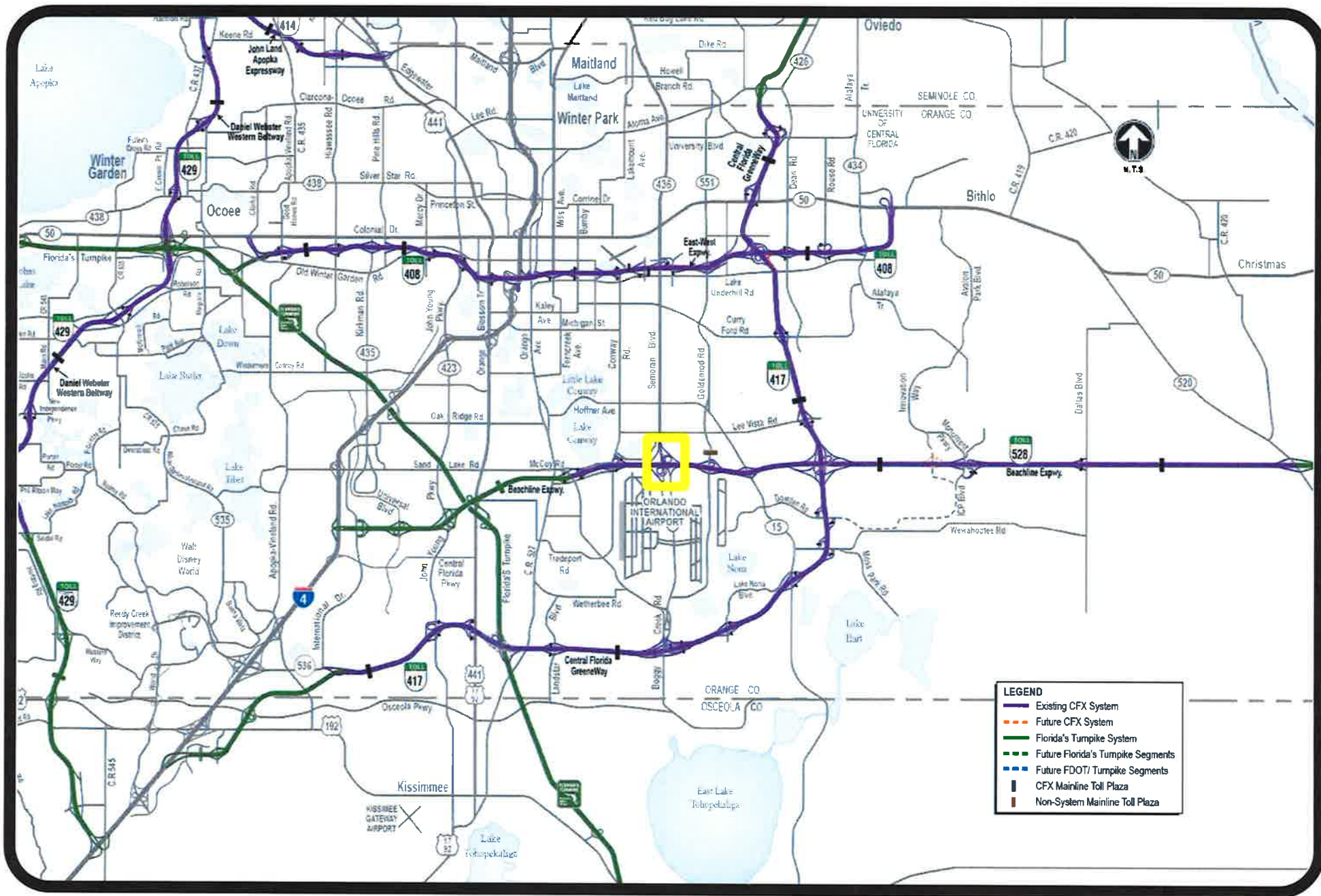
SUBJECT: Authorization to Award of Contract to TY Lin International
S.R. 528 / S.R. 436 Bridge Deck Replacement
Project 528-130, Contract No. 001135

The Board approved on December 10, 2015, the final ranking of the firms for the referenced project and authorized staff to enter into negotiations with the highest ranked firm, TY Lin International. Those negotiations have been completed and Board award of the contract to TY Lin International is requested in the not-to-exceed amount of \$1,260,000.00.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 528 / S.R. 436 Bridge Deck Replacement (528-130)

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 12th day of May, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called "CFX" and T.Y. LIN INTERNATIONAL, hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 225 E Robinson Street, Suite 490, Orlando, Florida 32801.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain services in connection with the design of the S.R. 528 / S.R. 436 Bridge Deck Replacement identified as Contract No. 001135.

2.0 The CONSULTANT and CFX 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 CFX's Executive Director.

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by CFX at its sole discretion.

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

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to CFX and at intervals established by CFX. CFX 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 CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX 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, CFX 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 CFX 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. CFX 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 CFX 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 CFX.

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 CFX, 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 CFX. It is understood and agreed that CFX 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.

Nadic Engineering Services (Class 2)
WBQ Design and Engineering (Class 1 & Class 2)
Traffic Engineering & Data Solutions (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 CFX, which may be withheld in CFX'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 CFX 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 CFX'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 CFX 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 CFX 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 CFX'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 CFX'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 CFX, 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 CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of \$1,260,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX 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. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX 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 CFX 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 CFX 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 CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX 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 225 E Robinson Street, Suite 490, Orlando, Florida 32801.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119,

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

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 CFX 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 CFX, whichever is later.

11.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX 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 CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX 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 CFX 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, CFX 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 CFX.

CFX 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 CFX, 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 CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. CFX 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. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX 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 CFX'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 CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX 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 CFX and request clarification of CFX'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 CFX 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 CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX 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, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX 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 CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX'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 CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX 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 CFX 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 CFX 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 CFX against any claim, suit or proceeding brought against CFX 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 CFX.

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, CFX 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 CFX, 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 CFX. 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 CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX 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 CFX 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 CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX 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 CFX 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 CFX, CFX 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 CFX. At the option of AUTHORITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, 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 CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX 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 CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX 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 CFX 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 CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by CFX's Director of Public Affairs and Communication or his/her designee. If a copy of the CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. The proper presentation of the CFX logo is of utmost importance to CFX. Any questions regarding the use of the CFX logo shall be directed to the Director of Public Affairs and Communication or his/her designee.

18.0 STANDARD OF CONDUCT

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

The CONSULTANT acknowledges that it has read CFX'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 CFX 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 CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX 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 CFX 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 CFX 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 CFX 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 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.

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Schedule

IN WITNESS WHEREOF, the CONSULTANT and CFX 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 CFX's Board of Directors at its meeting on May 12th, 2016.

T.Y. LIN INTERNATIONAL

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 528 / S.R 436 BRIDGE DECK REPLACEMENTS

PROJECT NO. 528-130

IN ORANGE COUNTY, FLORIDA

APRIL, 2016

1.0 GENERAL

1.01 Location

- A. See EXHIBIT “E”, Project Location Map.

1.02 Description

The services will include final geometric and structural design, load rating and preparation of construction drawings/specifications to remove and replace the existing bridge decks at the following locations: the southbound S.R. 436 bridge over S.R. 528, the southbound S.R. 436 bridge over Ramp M and the northbound S.R. 436 bridge over S.R. 528. The design of temporary bridges for southbound S.R. 436 over S.R. 528 and southbound S.R. 436 over Ramp M for maintenance of traffic purposes is also included.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

1.03 Purpose

- A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 528 / S.R. 436 Bridge Deck Replacements.
- B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final fiber optic network plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management,.
- C. The Authority’s Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.
- D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

- A. The Authority’s Project Manager will administer the Consultant services

detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Design Services

- A. The term of the Agreement to perform the required design services shall be within twelve (12) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of the Authority's Project Manager.
- B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

- A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, the Authority's Design Practices and Standard Notes and the Authority's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:
1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2016 edition, and updates there after, shall be used for this project.
 2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.
 3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.
 4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.
 5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.
 6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

- A. The design criteria listed in this section and Project Design Directives, provided by the Authority during the course of the project, may supplement the Project Design Guidelines.
- B. Design year – 2037
- C. Design vehicle – WB-62FL
- D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by the Authority, the Consultant shall use the most restrictive or conservative criteria applicable.

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
<u>Design Speed, MPH</u>	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
<u>Horizontal Alignment</u>			
a. Max. Curve, Degrees	3° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
<u>Vertical Alignment</u>			
a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change)			
Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A

DESIGN ELEMENT	EXPRESSWAY		CROSSROADS/ COLLECTORS
	MAINLINE	RAMPS	
<u>Cross Sections</u>			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.	<u>4-Lane</u>	<u>Single Lane</u>	
Right	12 (10 paved)	6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			* min. 5' paved FDOT
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
<u>Bridges, ft.</u>			
	<u>4-Lane</u>	<u>Single-Lane</u>	
Right	10	6	
Left	6	6	
	<u>6-Lane</u>	<u>Dual Lane</u>	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		
3. Left Shoulder	5%	5%	5%
4. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
<u>Horizontal Clearance</u>			
	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
<u>Vertical Clearance, ft.</u>			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

- a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
- b. Six hundred (600) ft. between exit and entrance terminals
- c. Single Lane Entrance Ramp Parallel
- d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

- a. Ten (10) ft. from back of walls or limit of construction.
- b. Two (2) ft. from back of sidewalk on frontage roads.
- c. Drainage and construction easements as required
- d. Limited access right-of-way limits per Index 450
- e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

- A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by the Authority.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services will include final geometric and structural design, load rating and preparation of construction drawings/specifications to remove and replace the existing bridge decks at the following locations: the southbound S.R. 436 bridge over S.R. 528, the southbound S.R. 436 bridge over Ramp M and the northbound S.R. 436 bridge over S.R. 528. The design of temporary bridges for southbound S.R. 436 over S.R. 528 and southbound S.R. 436 over Ramp M for maintenance of traffic purposes is also included.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to GOAA, FDEP and applicable Water Management District(s).

4.03 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to the Authority a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by the Authority's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.04 Surveys and Mapping

- A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by the Authority and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on the Authority's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with Authority's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction

contractor to review these points

4.05 Geotechnical Investigation

- A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of the Authority.
- B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on the Authority system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.
- C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.
- D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to the Authority's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.
- E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.
- F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

- G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to the Authority for location approval.

4.06 Contamination Impact Analysis

- A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of the Authority.
- B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).
- C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

- A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 436 and SR 528 mainline and interchange ramps impacted. All milling and resurfacing will remove friction course for only traffic control purposes only.
- B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

- A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

- A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as the Authority may direct to secure necessary

approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of the Authority, its Chairman or staff.

- B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. The Authority will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.10 Environmental Permits

- A. The Authority's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to the Authority. (The Authority will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with the Authority and regulatory agencies.
2. Provide additional information requested at the pre-application by regulatory agencies for permits.
3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
4. Provide all plans, calculations, sketches and reports required for permits except as described above.
5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
6. Assist the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.
9. Provide all permit application material in .pdf format and 7 hard copies.
10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.
2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.
3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.
4. The preparation and negotiation of the agreement will be performed

by the Authority's Project Manager. After approval of the agreement by the utility and Authority, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.
6. The Consultant shall obtain utility work schedules from the utility companies.
7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

- A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 436 and SR 528 mainlines and impacted interchange ramps will be prepared as part of the 15% submittal and submitted to the Authority for review and approval.
- B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.
- C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:
 1. Cover sheet (key sheet)
 2. Summary of Pay Items
 3. General notes
 4. Summary Quantities sheets
 5. Project Layout
 6. Typical roadway sections

7. Plans and profiles (plans at 1"=50' scale)
8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans
10. ~~Intersection plans and profiles or spot elevations~~
11. Interchange curve and coordinate data sheets
12. ~~Ramp Terminal Details~~
13. Crossroad plans and profiles (1"= 50' scale)
14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)
15. Earthwork quantities
16. Traffic Control Sheets including Erosion Control/Temp. Drainage
17. Utility Adjustment Sheets as deemed necessary
18. Details
19. Special provisions
20. Special specifications

4.13 Structures Design

- A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of deck thickness to be used for the existing bridge decks being replaced. Existing bridges will be load rated if the existing beams do not load rate based on 8" deck, EOR shall contact CFX prior to proceed on the strengthening of existing beams. Temporary Bridge to be ACROW Bridge Series 700. Foundation alternatives pile type for temporary bridges to be examined.
- B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.
 1. Complete Bridge designs will be provided for all bridges.
 2. Retaining walls

3. Box Culverts
4. Slope protection
5. Approach slabs
6. Details
7. Summary quantity tables
8. Special provisions and specifications
9. Stage construction-sequencing details (if applicable).
10. Sign\Signal structures.
11. Sound walls.
12. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.14 Drainage Design

- A. As part of the drainage design requirements, the Consultant shall:
 1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.
 - ~~2. Finalize the pond design at the 30% submittal.~~
 3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.
 4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.
 5. Provide drainage/contour maps as needed used in the development of the drainage design to the Authority for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.
 6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

- B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:
 - 1. Connector pipes
 - 2. Drainage structure details
 - 3. Storm drain and culvert profiles and/or drainage cross-sections
 - 4. Lateral ditches/channels
 - 5. Outfall ditches/channels
 - 6. ~~Retention/detention ponds/exfiltration system~~

4.15 Roadway Lighting

- A. If required, the Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.
- B. If required, the Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.
- C. The Consultant will provide lighting plans for underdeck lighting fixtures using the Authority's approved LED fixtures.
- D. No impacts to existing high mast lighting are expected. High mast lighting will adequately light the work zone and no adjustments will be made.
- E. The Consultant will design sign lighting for any temporary overhead signs (assumed two impacted sign structures).
- F. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.
 - 1. Cover sheet (key sheet)
 - 2. Tabulation of Quantities
 - 3. General notes
 - 4. Pole data and Legend sheet

5. Project Layout sheet
6. Plans sheets (plans at 1"=50' scale)
7. Service point detail
8. Special Details

4.16 Traffic Engineering

A. Traffic Data will be furnished by the Authority.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.
2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.
3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes entering and leaving Orlando International Airport unless determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing Plans

- A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.
- B. The Authority will provide conceptual signing plans for the project as deemed necessary.

- C. The Authority in coordination with Orlando International Airport will provide preliminary aesthetic input for the architectural modification of any details necessary for sign structures possibly impacted representing Orlando International Airport signage.
- D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).
- F. For the purposes of this proposal, two (2) overhead truss signs are assumed to be required for the traffic control improvements. Also, two (2) existing overhead trusses along the project will be affected by the improvements and are assumed to require reconstruction since they do not meet current wind load criteria. Propose to relocate and reuse existing structures if they meet current wind load criteria.

4.18 Pavement Marking Plans

- A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.
- B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.19 Right-of-Way Surveys

- A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

- A. The Consultant shall prepare and submit to the Authority construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

- A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by the Authority's Technical Specifications.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals

50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

This scope has assumed that two and one half (2.5) miles of ITS relocation may be required consisting of one and one quarter (1.25) miles of relocations on each side of SR 528. In this case, existing fiber optic conduit and cabling will be replaced along the relocation distance and spliced to existing fiber optic cabling in existing splice vaults at the relocation limits. Additionally, new fiber optic drop cabling will be provided to ITS devices within the relocation area.

2. Fiber optic network (FON) plans shall include the following:
 - a. Roadway geometry
 - b. Rights-of-Way
 - c. Existing utilities within the right-of-way including the Authority's FON
 - d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
 - e. Manhole/Pull box locations and stub-out details (standard details provided)
 - f. Device layout
 - g. Device installation details
 - h. Conduit installation details (standard details provided)
 - i. Fiber optic cable route marker detail (standard details provided)
 - j. Fiber count per conduit
 - k. Communications interconnect
 - l. Connectivity with the FON backbone conduits
 - m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
 - n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
 - o. Controller cabinet, CCTV pole, and foundation details for proposed CCTC sites.
 - p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on

conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.

- q. Grounding
 - r. Table of quantities
 - s. Special notes
 - t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
 - u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
 - v. Relocation or replacement of existing CCTV sites are anticipated under this contract, specifically the existing CCTV site at the interchange (CCTV 528-10.8-WB) will need to be replaced with a HD CCTV camera on the existing pole and lowering device.
 - w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
 - x. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current Authority ITS equipment standards.
3. The Consultant shall take the following information into consideration when developing the site construction plans:
- a. Minimize utility conflicts and adjustments.
 - b. Minimize traffic impact.
 - c. Accessibility and ease of equipment maintenance.
 - d. Safety of equipment maintenance personnel and the traveling public.
 - e. Maintain the existing FON system through all phases of construction.
 - f. Environmental conditions.
 - g. Concurrent/future Authority projects.
 - h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority transient voltage surge suppression (TVSS) standards for ITS devices, etc.)

- i. Leased conduits in the Authority FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.
2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.
3. The Consultant shall provide cable routing diagrams and fiber allocation charts in the Authority's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

This proposal is not expected to require modifications and/or improvements to any existing Inside Plan FON equipment or devices.

Quantities and General Notes

1. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.
- E. Standard Authority specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

- A. This proposal does not include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.24 Post-Design Services

- A. Services shall begin after authorization by the Authority. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.
- B. The Consultant shall support the post design process as follows:
 - a. Answer questions relative to the plans, typical sections, quantities and special provisions.
 - b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
 - c. Attend pre-award meeting with construction contractor, the Authority, and the Authority's CEI.
- C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.
- D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by the Authority. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to the Authority within five working days of the trip.
- F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.
- G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually

available during the course of construction for review of design plans.

- H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.
- I. The Consultant shall attend partnering meetings as requested by the Authority's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by the Authority's Project Manager including, but not limited to, the Notice to Proceed meeting.
- J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.
- K. The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.
- L. The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.
- M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. The Authority shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE

5.01 Record Documents

- A. The Authority will provide the Consultant, within ten working days of a written request, the following items:
1. Available record drawings of existing conditions
 2. Available right-of-way plans of existing conditions
 3. Current list available to the Authority of owners of all affected properties within the section.
 4. Sample plans to be used as guidelines for format, organization and content.
 5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
 6. Contract unit prices from latest Authority construction projects.

5.02 Traffic Data

- A. The Authority will provide the following design traffic data:
1. Current and design year ADT
 2. Current and design year peak hour volumes
 3. Turning movements at each intersection/interchange
 4. K, D and T factors
 5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages

5.03 Other

1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

- A. If necessary, the Authority, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. The Authority will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

- A. The Authority will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

- A. The Authority will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by the Authority. The Authority will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

- A. The Authority will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

- A. The Authority will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

- A. The Authority will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.
- B. The Authority will stake wetland lines and coordinate agency site visits. The Authority will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

- A. The Authority will provide a conceptual major guide signing plan.
- B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

- A. The Authority's Project Manager will administer the Consultant services detailed in this scope.
- B. All contractual payments and changes shall be reviewed and approved by the Authority's Project Manager.

7.02 Authority's Project Manager

The Authority's Project Manager will:

- A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.
- B. Review the Consultant's billings.
- C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.
- D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.
- E. Coordinate the distribution of public information.
- F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for the Authority to prepare and execute all utility and railroad agreements.
- G. Conduct an introductory meeting to deliver relevant information and explain the administration process.
- H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.
- I. Provide a focal point contact for all questions, requests, and submittals.
- J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

- A. The Consultant has total responsibility for the accuracy and completeness

of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to the Authority.
2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
3. Establish internal accounting methods and procedures for documenting and monitoring project costs.
4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

- A. The Consultant shall provide data for the Authority's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:
 1. Determine and highlight critical path work from initial plans as work progresses.
 2. Identify progress against schedule for each identified work item.
 3. Forecast completion dates from current progress.
 4. Highlight rescheduled work in any area which is out of required sequence.
 5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.
 6. Forecast future conflicts in any area.

7.05 Work Progress

- A. The Consultant shall meet with the Authority's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by the Authority. Two working days prior to each progress meeting, the Consultant shall provide the Authority's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to the Authority's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

- A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by the Authority.

7.07 Project Related Correspondence

- A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to the Authority for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

- A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.
- B. The Consultant's quality control plan shall be submitted to the Authority within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

- A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by the Authority.

7.10 Site Visit

- A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. Authority representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to the Authority a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

- A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to the Authority. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and the Authority.

7.12 Design Documentation

- A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to the Authority for review.
- B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to the Authority.
- C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority

comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

- D. Design notes and calculations shall include, but are not necessarily limited to, the following data:
1. Field survey notes and computations.
 2. Design criteria used for the project.
 3. Geometric design calculations for horizontal alignment.
 4. Vertical geometry calculations.
 5. Right-of-way calculations.
 6. Drainage computations.
 7. Structural design calculations.
 8. Geotechnical report.
 9. Hydraulics Report for each bridged stream crossing.
 10. Earthwork calculations not included in the quantity computation booklet.
 11. Calculations showing cost comparisons of various alternatives considered.
 12. Calculations of quantities.
 13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 14. Lighting and voltage drop calculations.
 15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

- A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process
- B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:
 - 1. Preliminary Engineering (Memorandum) (3 sets and 1 .PDF required)
 - 2. 30% Roadway Plans (6 sets and 1 .PDF CD/DVD required)
 - 3. 30% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 - 4. 60% Roadway and specifications, Geotechnical Report (6, 6, and 3 sets and 1 .PDF CD/DVD required)
 - 5. 60% Bridge Plans required only on Category 2 bridges.
 - 6. 90% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)
 - 7. 90% Roadway and specifications (6 and 6 sets and 1 .PDF CD/DVD required)
 - 8. 100% Roadway, Bridge and specifications, Geotechnical Report (6, 6, 6 and 3 sets and 1 .PDF CD/DVD required))
 - 9. Pre-Bid Plans (3 sets and 1 .PDF CD/DVD required)
 - 10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and 1 .PDF of all plans and reports)
- C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- D. Preparation and distribution of roadway and ROW plans to other than the Authority will not be made until approved by the Authority.
- E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.
- F. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the

Consultant to the Authority giving:

1. The reason for the delay.
 2. The design components impacted.
 3. Proposed methods to maintain submittal dates.
- G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

- A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:
1. Key Map Prepared
 - a) Location map shown complete with destinations, ranges and townships.
 - b) Beginning and ending stations shown.
 - c) Any equations on project shown.
 - d) Project numbers and title shown.
 - e) Index shown.
 2. Drainage Map Prepared
 - a) Existing culvert sizes and elevations.
 - b) Horizontal alignment shown.
 - c) Drainage areas and flow arrows shown.
 - d) High water information shown.
 - e) Beginning and end stations shown along with any equations on project.

- f) Interchange supplemental maps prepared.
3. Typical Section Sheets
- a) Ramp typical sections developed.
 - b) Pavement structure shown.
 - c) Special details developed.
 - d) General notes shown.
4. Plan and Profile Sheets
- a) Centerline plotted.
 - b) Reference points and bench marks shown.
 - c) Existing topography.
 - d) Base line of surveys, curve data, bearings, etc. shown.
 - e) Beginning and end stations (project and construction).
 - f) Geometric dimensions.
 - g) Proposed and existing limited access right-of-way lines.
 - h) Existing ground line.
 - i) Proposed profile grade.
 - j) Type, size and horizontal location of existing utilities.
 - k) Drainage structures and numbers are shown
 - l) Drainage ponds are shown.
5. Cross Sections
- a) Existing ground line.
 - b) Preliminary templates at critical locations (not to exceed 500 feet).
 - c) Existing utilities shown.

6. Interchange Layout and Ramp Profiles
 - a) Geometric dimensions.
 - b) Proposed profile grades.
7. Right-of-Way Control Survey
8. Signing and Pavement Markings
 - a) Striping layout.
 - b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map
 - a) Project description and number shown.
 - b) Equations, exceptions and bridge stations shown.
 - c) North arrow and scale included.
 - d) Consultant and Authority sign-off included.
 - e) Contract set index complete.
 - f) Index of sheets updated.
2. Drainage Maps

- a) Flood data shown.
- b) Cross drains and storm sewer shown.
- c) Bridges shown with beginning and ending stations.
- d) Interchange supplemental sheets updated.

3. Typical Section Sheets

- a) All required typical sections are included.
- b) Limited access right-of-way lines are shown.
- c) Design speed and traffic are shown.
- d) Special details have been completed.
- e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

- a) Match lines shown.
- b) Limited access right-of-way lines shown.
- c) Stations and offset shown for all fence corners and angles.
- d) All work shown should be within right-of-way or proposed easement.
- e) Drainage structures and numbers are shown.
- f) Drainage ponds shown.
- g) Curve data and superelevation included.
- h) Pavement edges, shoulders and dimensions shown.
- i) Project and construction limits shown.
- j) Bridges shown with beginning and ending stations.
- k) General Notes.

5. Drainage Structures
 - a) Drainage structures plotted and numbered.
 - b) Station location and offsets identified.
6. Cross Sections
 - a) Templates are shown at all stations.
 - b) Limited access right-of-way lines are shown.
 - c) Cross section pattern sheet included.
 - d) Miscellaneous notes included.
 - e) Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
 - a) Geometric data shown.
 - b) Profiles finalized.
 - c) Coordinate data shown.
 - d) Limited access right-of-way lines shown.
 - e) Curve data shown.
 - f) Bearings and bridges shown.
 - g) Cross roads, frontage roads, and access roads shown.
 - h) Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

- A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

- a) Length of Project with exceptions shown.
- b) Index of sheets updated.

2. Drainage Maps

- a) Drainage divides, areas and flow arrows shown.
- b) Elevation datum and design high water information shown.
- c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

- a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
- b) Limits of side road construction.
- c) Angle and stationing for intersections.
- d) Treatment for non-standard superelevation transitions diagramed.
- e) General notes shown.
- f) Special ditches profiled.

5. Drainage Structures
 - a) Existing structures requiring modifications are shown.
 - b) Existing and proposed utilities are shown.
 6. Soil Borings
 - a) Soils data and estimated high seasonal groundwater table shown.
 7. Cross Section Sheets
 - a) Scale and special ditch grades shown.
 - b) Utilities plotted.
 - c) Sub-excavation shown.
 - d) Volumes computed and shown.
 8. Utility Relocation Plans
 - a) Utility relocation plans prepared.
 9. Traffic Control Plans
 10. Signing and Pavement Marking Plans
 11. Highway Lighting Plans
 12. Selective Clearing and Grubbing (if required)
- 7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans
- A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.
- 7.20 Pre-Bid Plans
- 7.21 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of 1,260,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

T.Y. Lin International

Total Activity Salary Costs	\$269,204.24
(a) Overhead Additives	
(1) Combined (166.90%)	<u>449,301.88</u>
Subtotal (Salary + Overhead)	718,506.12
(b) Lump Sum for Operating Margin (12.00%)	<u>86,220.73</u>
Subtotal (Salary Related)	804,726.85
(c) Direct Expenses - Lump Sum (Prime)	<u>3,663.05</u>
BASIC FEE	808,389.90
(d) Subcontracts (Limiting Amount)	284,817.03
(e) Allowance	<u>166,793.07</u>
TOTAL MAXIMUM LIMITING AMOUNT	\$1,260,000.00

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

CFX shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement (2) Federal Acquisition Regulations sub-part 31-2 (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980) and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of this Agreement. Allowable Costs and Fees are defined as follows:

3.10 **Direct Salaries and Wages:** All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- **Straight Overtime:** Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
- **Premium Overtime:** Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.
- **Payment of Overtime:** Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 166.90% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 166.90 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 166.90%; and
- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.00 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX 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 CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

5.10 Final Audit: The CONSULTANT shall permit CFX to perform or have performed an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by CFX because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to CFX upon demand. Further, CFX shall have the right to deduct from any payment due the CONSULTANT under any other contract between CFX and the CONSULTANT an amount sufficient to satisfy any amount due and owing CFX by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

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

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

EXHIBIT C

DETAILS OF COST AND FEES

T.Y. LIN INTERNATIONAL

S.R. 528 / S.R. 436 Bridge Deck Replacements

528-130

C # 001135

Contract Summary Sheet

	Firm Name	Overhead	Fixed Fee	Total Multiplier for Class II Subs (Unit Price)
Class I	T.Y. LIN	166.90%	12.00%	
Class II	Nadic	210.41%	9.65%	3.40
	Traffic Engineering			
Class I	Data Solutions	114.15%	12.00%	
Class I	WBQ	182.49%	11.1267%	
Class II	WBQ	182.49%	11.1267%	3.14

* Class I will be billed using overhead and fixed fee.

* Class II subs will be billed at unit price for classification.

T.Y. LIN

C # 001135

528-130

S.R. 528 / S.R. 436 Bridge Deck Replacements

Staff Classification Maximum Rates For:

T.Y. LIN

	Job	
Class I	Classification	Max Salary
	Chief Engineer	\$94.52
	Project Manager	\$84.19
	Senior Engineer	\$91.49
	Sr. Project Engineer	\$61.98
	Project Engineer	\$59.89
	Engineer	\$37.64
	Engineering Intern	\$30.23
	Sr. Designer	\$49.20
	Secretary/Clerical	\$22.50

T.Y. LIN

C # 001135

528-130

S.R. 528 / S.R. 436 Bridge Deck Replacements

Staff Classification Maximum Rates For:

Nadic

	Job	
	Classification	Max Salary
Class II Sub (Unit Price)	Project Manager	\$201.31
	Senior Engineer	\$177.07
	Sr. Project Engineer	\$160.51
	Engineer	\$98.40
	Engineering Intern	\$85.95
	Sr. Engineering Tech	\$77.89
	Sr. Designer	\$83.03
	Secretary/Clerical	\$56.85

T.Y. LIN

C # 001135

528-130

S.R. 528 / S.R. 436 Bridge Deck Replacements

Staff Classification Maximum Rates For:

**Traffic
Engineering
Data
Solutions**

	Job	
	Classification	Max Salary
Class I Sub	Chief Engineer	\$74.28
	Senior Engineer	\$57.87
	Engineer	\$39.61
	Engineering Intern	\$26.66
	Sr. Designer	\$37.14
	Secretary/Clerical	\$24.93

T.Y. LIN

C # 001135

528-130

S.R. 528 / S.R. 436 Bridge Deck Replacements

Staff Classification Maximum Rates For:

WBQ

Job

Classification Max Salary

Class I Sub

Contract Coordinato	\$27.55
Sr. Utility Coordinati	\$54.65

Class II Sub

(Unit Price)

Sr. Surveyor & Mapper	\$174.21
Surveyor & Mapper	\$109.90
Survey Technician	\$76.02
2 Person Crew	\$1,288.10
3 Person Crew	\$1,711.80
4 Person Crew	\$2,135.60

TYLININTERNATIONAL

engineers | planners | scientists

To: Glenn M. Pressimone, P.E.
Director of Engineering
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd.
Orlando, FL 32807

From: Xavier A. Arroyo,
Date: P.E. April 26, 2016

Re: Project Number 528-130

MEMORANDUM

Dear Mr. Pressimone,

Please find attached Summary Fee Sheets for Project Number 528-130 - S.R. 528 / S.R 436
BRIDGE DECK REPLACEMENTS.

Feel free to contact me if you have any questions or need additional info.

Thank You,



Xavier A Arroyo, P.E.
Project Manager
407-563-6260
xavier.arroyo@tylin.com

T.Y. Lin International

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Deck Replacement - SR 436 over SR 528
 County: Orange

Consultant Name: TYLI
 Consultant No.: enter consultants proj. number
 Date: 4/28/2016
 Estimator: insert name

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Engineer	Sr. Project Engineer	Project Engineer	Engineer	Engineering Intern	Senior Designer	Secretarial / Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	SR By Activity	Salary Cost By Activity	Average Rate Per Task
		\$91.74	\$91.77	\$75.90	\$53.95	\$47.67	\$35.75	\$28.18	\$45.90	\$21.84	\$0.00	\$0.00	\$0.00	Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	378	245	0	0	76	0	0	0	0	57	0	0	0	378	\$25,371	\$67.12
4. Roadway Analysis	952	49	48	0	95	0	286	379	95	0	0	0	0	952	\$39,801	\$40.76
5. Roadway Plans	232	0	12	0	23	58	35	81	23	0	0	0	0	232	\$9,696	\$41.80
6a. Drainage Analysis	92	0	5	0	0	50	0	37	0	0	0	0	0	92	\$3,885	\$42.23
6b. Drainage Plans	42	0	0	0	0	13	13	16	0	0	0	0	0	42	\$1,535	\$36.56
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	601	0	31	30	120	120	209	91	0	0	0	0	0	601	\$27,352	\$45.51
10. Structures - Bridge Development Report	268	0	14	13	27	94	0	107	0	13	0	0	0	268	\$11,508	\$42.94
11. Structures - Temporary Bridge	196	0	10	20	78	59	0	29	0	0	0	0	0	196	\$10,274	\$52.42
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	2,630	0	143	143	401	526	658	759	0	0	0	0	0	2,630	\$115,597	\$43.95
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	140	0	7	0	14	42	35	42	0	0	0	0	0	140	\$5,835	\$41.68
18. Structures - Miscellaneous	80	0	4	0	0	44	0	32	0	0	0	0	0	80	\$3,366	\$42.08
19. Signing & Pavement Marking Analysis	243	0	12	0	24	73	73	37	24	0	0	0	0	243	\$10,630	\$43.74
20. Signing & Pavement Marking Plans	128	0	6	0	0	70	0	52	0	0	0	0	0	128	\$5,353	\$41.82
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	5,982	294	292	206	658	1,149	1,309	1,662	142	70	0	0	0	5,982		
Total Staff Cost		\$24,051.56	\$26,796.84	\$15,635.40	\$46,289.10	\$54,772.83	\$46,796.75	\$46,835.16	\$6,517.60	\$1,528.80	\$0.00	\$0.00	\$0.00		\$269,204.24	\$45.00

Check = \$269,204.24

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS: \$269,204.24
 OVERHEAD: 166.90% \$449,301.88
 OPERATING MARGIN: 12% \$86,220.73

Total Labor \$804,726.85

EXPENSES: \$3,663.05
 Survey (Field - II by Prima) 0 4-man crew days @ \$ / day \$0.00
Subtotal TYLI Fee \$808,389.90

Subconsultant: NADIC \$79,514.74
 Subconsultant: TEDS \$77,764.78
 Subconsultant: WBO Class I \$22,496.20
 Subconsultant: WBO Class II \$111,041.31

Total Subconsultants \$284,817.03

SUBTOTAL ESTIMATED FEE: \$1,093,206.93
 Geotechnical Field and Lab Testing \$0.00
SUBTOTAL ESTIMATED FEE: \$1,093,206.93
 Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$1,093,206.93

- 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.

REIMBURSEABLE OUT-OF-POCKET EXPENSES

Consultant: T.Y. Line International T.Y. Lin Project No.: TBD
 SR 436 Bridge Replacement over SR 528

PHOTOGRAPHY

Film & Development - Color 24 exposure _____ rolls x _____ per roll= _____

PHOTOGRAPHY TOTAL: \$0.00

REPRODUCTION

Number of sets required> (See Note 1 Below)	Sheet Count	Color Plot 11 x 17	B&W Plot 24x36	Phase Rvws 11x17	B&W Let/Lgl	Color Let/Lgl
PLAN SHEETS						
Roadway/MOT Plans	40			143		
Signing & Marking Plans	10			36		
Structure Plans	150			537		
Lighting Plans						
ITS Plans						
Plans for QC	200			715		
REPORTS						
Roadway	50				825	83
Bridge	200				3300	330
BHR	200				3300	330
Drainage	200				3300	330
Geotechnical	100				1650	165
Lighting/ITS						
Subtotal	1150	0	0	1431	12375	1238
UNIT TOTALS:	1150	0	0	1431	12375	1238
UNIT COSTS:		\$ 0.05	\$ 0.05	\$ 0.15	\$ 0.08	\$ 0.30
TOTAL COSTS:		\$ -	\$ -	\$ 214.65	\$ 990.00	\$ 371.40

REPRODUCTION TOTAL: \$1,576.05

OTHER MATERIALS / SERVICES

30 Plan Binding	x	\$ 2.50	per copy= \$ 75.00
100 Report Binding	x	\$ 5.00	per copy= \$ 500.00
5 Boards	x	\$ 35.00	per sht= \$ 175.00
12 CD	x	\$ 15.00	per sht= \$ 180.00

OTHER MATERIALS TOTAL: \$ 930.00

TRAVEL EXPENSES

TO:	FROM:
Pay Diem: _____ trips x _____ people x _____ days x _____ per day= _____	
Hotel: _____ trips x _____ nites/trip x _____ per nite = _____	
Rental Car: _____ trips x _____ days x _____ per day = _____	
Airfare: _____ trips x _____ people x _____ per trip = _____	

TO:	FROM:
Per Diem: _____ trips x _____ people x _____ days x _____ per day= _____	
Hotel: _____ trips x _____ people x _____ nites/trip x _____ per nite = _____	
Rental Car: _____ trips x _____ days x _____ per day = _____	
Airfare: _____ trips x _____ people x _____ per trip = _____	

TO: Project Site	FROM: PB Orlando Office
Mileage: _____ trips x _____ miles x _____ per mile = _____	

TO: Meeting CFX Office	FROM: PB Orlando Office
Mileage: _____ trips x _____ miles x _____ per mile = _____	

TO: Meetings Other Locations	FROM: PB Orlando Office
Mileage: _____ trips x _____ miles x _____ per mile = _____	

TOTAL TRAVEL EXPENSES: \$ 1,157.00

MONTHLY SHIPPING COSTS

Shipping & Telephone Costs	_____ months	x	_____	= \$0.00
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MISCELLANEOUS EXPENSES

Submittal Package Delivery	_____ EA	x	_____	= \$0.00
				= \$0.00
				= \$0.00

TOTAL OUT-OF-POCKET EXPENSES: \$3,663.05

Note 1: Total number of plan sheets and reports required for phase reviews based on Phase 1=50% of total sheets, Phase 2 = 75%, Phase III, Phase IV and Final Plans = 100%. Plan submittals require 6 sets. Reports 3 sets, plus 2 sets of plans and drainage for permitting.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: Project No. 528-130

Project Name: Deck Replacement - SR 436 over SR 52

Date: 4/26/2016

Name of Consultant: TYLI

WORK ACTIVITY	Hours from "Summary" sheet		EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
	Firm	Total	Project Manager	Chief Engineer	Senior Engineer	Sr. Project Engineer	Project Engineer	Engineer	Engineering Intern	Senior Designer	Secretarial / Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	RANGE		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	PERCENT		
3. Project General and Project Common Tasks	378	245	0	0	76	0	0	0	0	0	57	0	0	0	378	416	
4. Roadway Analysis	952	49	48	0	95	0	286	379	95	0	0	0	0	0	952	1047	
5. Roadway Plans	232	0	12	0	23	58	35	81	23	0	0	0	0	0	232	255	
6a. Drainage Analysis	92	0	5	0	0	50	0	37	0	0	0	0	0	0	92	101	
6b. Drainage Plans	42	0	0	0	0	13	13	16	0	0	0	0	0	0	42	46	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	601	0	31	30	120	120	209	91	0	0	0	0	0	0	601	661	
10. Structures - Bridge Development Report	268	0	14	13	27	94	0	107	0	13	0	0	0	0	268	295	
11. Structures - Temporary Bridge	196	0	10	20	78	59	0	29	0	0	0	0	0	0	196	216	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13. Structures - Medium Span Concrete Bridge	2630	0	143	143	401	526	658	759	0	0	0	0	0	0	2630	2893	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
17. Structures - Retaining Walls	140	0	7	0	14	42	35	42	0	0	0	0	0	0	140	154	
18. Structures - Miscellaneous	80	0	4	0	0	44	0	32	0	0	0	0	0	0	80	88	
19. Signing & Pavement Marking Analysis	243	0	12	0	24	73	73	37	24	0	0	0	0	0	243	267	
20. Signing & Pavement Marking Plans	128	0	6	0	0	70	0	52	0	0	0	0	0	0	128	141	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS	5,982	294	292	206	858	1,149	1,309	1,662	142	70	0	0	0	0	5,982	6,580	

Notes:

- This worksheet provides the distribution of a firm's total staff hours for a project.
- Percentages for staff hour distribution by classification are entered below in rows 63 to 96 of this sheet.
- Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
- Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

Field Survey Estimate:

0 4-man crew days

FIRM TOTAL	5,982	6,580
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ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: Project No. 528-130

Project Name: Deck Replacement - SR 436 over SR 52

FAP Number: 0

Date: 4/26/2016

Name of Consultant: TYLI

Staff Hour Distribution Percentages - Firm Total														
	Hours from "Summary" sheet Firm Total	Project Manager	Chief Engineer	Senior Engineer	Sr. Project Engineer	Project Engineer	Engineer	Engineering Intern	Senior Designer	Secretarial / Clerical	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
3. Project General and Project Common Tasks	378	64.8%	0.0%	0.0%	20.0%	0.0%	0.0%	0.0%	0.0%	15.2%	0.0%	0.0%	0.0%	100.00%
4. Roadway Analysis	952	5.1%	5.0%	0.0%	10.0%	0.0%	30.0%	39.9%	10.0%	0.0%	0.0%	0.0%	0.0%	100.00%
5. Roadway Plans	232	0.0%	5.0%	0.0%	10.0%	25.0%	15.0%	35.0%	10.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6a. Drainage Analysis	92	0.0%	5.1%	0.0%	0.0%	54.9%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
6b. Drainage Plans	42	0.0%	0.0%	0.0%	0.0%	30.0%	30.9%	39.1%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits, Compliance & Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	601	0.0%	5.2%	5.0%	20.0%	20.0%	34.8%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
10. Structures - Bridge Development Report	268	0.0%	5.1%	5.0%	10.0%	35.0%	0.0%	39.9%	0.0%	5.0%	0.0%	0.0%	0.0%	100.00%
11. Structures - Temporary Bridge	196	0.0%	5.0%	10.0%	40.0%	30.0%	0.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	2630	0.0%	5.4%	5.4%	15.3%	20.0%	25.0%	28.9%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	140	0.0%	5.0%	0.0%	10.0%	30.0%	25.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
18. Structures - Miscellaneous	80	0.0%	5.0%	0.0%	0.0%	55.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
19. Signing & Pavement Marking Analysis	243	0.0%	5.0%	0.0%	10.0%	30.0%	30.0%	15.0%	10.0%	0.0%	0.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	128	0.0%	5.0%	0.0%	0.0%	55.0%	0.0%	40.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Architecture Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Architecture Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LIDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

Project Activity 3. Project General Tasks

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	90	90	See table below
3.7	Plans Update	LS	1	0	0	
3.8	Post Design Services	LS	1	0	0	TBD
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	288	288	Project Administration/Project Management - 9 months at 8 hrs per week.
3. Project Common and Project General Tasks Total					378	

Project Activity 3. Project General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.6 - List of Project Manager Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway Analysis	EA	1	4	4	1 Roadway/MOT/Drainage Meeting
	Drainage	EA	0	0	0	
	Utilities	EA	0	0	0	
	Environmental	EA	0	0	0	
	Structures	EA	4	4	16	4 Meetings. A meeting prior to every submittal, Minutes/Agenda to be included
	Signing & Pavement Marking	EA	1	4	4	1 SPM/ITS Meeting
	Signalization	EA	0	0	0	
	Lighting	EA	0	0	0	
	Landscape Architecture	EA	0	0	0	
	Survey	EA	0	0	0	
	Photogrammetry	EA	0	0	0	
	ROW & Mapping	EA	0	0	0	
	Terrestrial Mobile LIDAR	EA	0	0	0	
	Architecture	EA	0	0	0	
	Noise Barriers	EA	0	0	0	
	ITS Analysis	EA	0	0	0	
	Geotechnical	EA	0	0	0	
	Progress Meetings	EA	18	3	54	Progress Meetings - 2 Meetings a Month for an approximate 9 month schedule. Minutes/Agenda to be included
	Phase Reviews	EA	4	2	8	Misc. Meetings/Comment Resolution
	Field Reviews	EA	1	4	4	1 Kick-off Field Review
Total Project Manager Meetings			29		90	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 4. Roadway Analysis

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	16	16	Minimum 3 Bridge Typical and Milling and Resurfacing Typical
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	32	32	Pavement Design Analysis, for Temporary and Final Pavement
4.4	Cross-Slope Correction	LS	1	16	16	Evaluate Cross Slope tie-ins at new decks
4.5	Horizontal /Vertical Master Design Files	LS	1	200	200	Preperation of files for all disciplines
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	40	40	Cross Sections every 50/100 ft
4.10	Traffic Control Analysis	LS	1	240	240	3 Phase analysis with traffic switches (SR 436 and SR 528)
4.11	Master TCP Design Files	LS	1	144	144	Design File(s) setups
4.12	Design Variations and Exceptions	LS	1	16	16	Potential Variations for Shoulder width
4.13	Design Report	LS	1	40	40	Design Documentation
4.14	Quantities	LS	1	80	80	Takeoffs for all Disciplines
4.15	Cost Estimate	LS	1	16	16	4 Estimates
4.16	Technical Special Provisions	LS	1	0	0	
4.17	Other Roadway Analyses	LS	1	0	0	
Roadway Analysis Technical Subtotal					840	

Project Activity 4. Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.18	Field Reviews	LS	1	16	16	2 Field Reviews for 2 people
4.19	Monitor Existing Structures	LS	1	0	0	
4.20	Technical Meetings	LS	1	12	12	Meetings are listed below
4.21	Quality Assurance/Quality Control	LS	%	5%	42	
4.22	Independent Peer Review	LS	%	0%	0	
4.23	Supervision	LS	%	5%	42	
Roadway Analysis Nontechnical Subtotal					112	
4.24	Coordination	LS	%	0%	0	
4. Roadway Analysis Total					952	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0		0
Pavement	EA	0	0	0		0
Access Management	EA	0	0	0		0
15% Line and Grade	EA	0	0	0		0
Driveways	EA	0	0	0		0
Local Governments (cities, counties, MPO)	EA	0	0	0		0
Work Zone Traffic Control	EA	0	0	0		0
30/60/90/100% Comment Review Meetings	EA	4	3	12		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				12	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
Total Meetings				12	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 4.17

Carries to Tab 3

Project Activity 5. Roadway Plans

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

Representing		Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet	TBD	Sheet	1	4	4	Key Sheet
5.2	Summary of Pay Items Including Quantity Input	NTS	Sheet	1	4	4	1 pay Item Sheet
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	2	4	8	2 Typicla Sections
5.3.2	Typical Section Details		EA	6	2	12	6 Details
5.4	General Notes/Pay Item Notes		Sheet	1	4	4	General Notes
5.5	Summary of Quantities Sheets		Sheet	1	4	4	
5.6	Project Layout		Sheet	0	0	0	
5.7	Plan/Profile Sheet	100	Sheet	4	4	16	SR 436 and SR 528
5.8	Profile Sheet		Sheet	0	0	0	
5.9	Plan Sheet		Sheet	0	0	0	
5.10	Special Profile		Sheet	0	0	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.12	Interchange Layout Sheet		Sheet	0	0	0	
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	
5.14	Intersection Layout Details		Sheet	0	0	0	
5.15	Special Details		EA	0	0	0	
5.16	Cross-Section Pattern Sheet(s)		Sheet	0	0	0	

Project Activity 5. Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.17	Roadway Soil Survey Sheet(s)		Sheet	0	0	0	
5.18	Cross Sections	20/10	EA	50	0.25	13	Approximately 50 Cross Sections
5.19	Temporary Traffic Control Plan Sheets	50/100	Sheet	24	4	96	3 Phases - SR 436 and SR 528
5.20	Temporary Traffic Control Cross Section Sheets		EA	30	2	60	Critical Cross Sections for 3 Phases - 10 per phase
5.21	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	
5.22	Utility Adjustment Sheets		Sheet	0	0	0	
5.23	Selective Clearing and Grubbing Sheet(s)		Sheet	0	0	0	
5.24	Project Network Control Sheet(s)		Sheet	0	0	0	
5.25	Environmental Detail Sheets		Sheet	0	0	0	
5.26	Utility Verification Sheet(s) (SUE Data)		Sheet	0	0	0	
Roadway Plans Technical Subtotal						221	
5.27	Quality Assurance/Quality Control		LS	%	5%	11	
5.28	Supervision		LS	%	0%	0	
5. Roadway Plans Total						232	

Project Activity 6a. Drainage Analysis

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	0	0	
6a.2	Base Clearance Report	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6a.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	
6a.9	Design of Storm Drains	EA	0	0	0	
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	0	0	
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a. Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	40	40	Analyze SR 436 and SR 528 conditions
6a.16	Cost Estimate	LS	1	0	0	
6a.17	Technical Special Provisions	LS	1	0	0	
6a.18	Other Drainage Analysis	LS	1	40	40	Re-establish Roadway Drainage with MOT impacts
Drainage Analysis Technical Subtotal					80	
6a.19	Field Reviews	LS	1	4	4	1 Field Meeting
6a.20	Technical Meetings	LS	1	0	0	Meetings are listed below
6a.21	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.22	Quality Assurance/Quality Control	LS	%	5%	4	
6a.23	Independent Peer Review	LS	%	0%	0	
6a.24	Supervision	LS	%	5%	4	
Drainage Analysis Nontechnical Subtotal					12	
6a.25	Coordination	LS	%	0%	0	
6a. Drainage Analysis Total					92	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0		0
Pond Siting	EA	0	0	0		0
Agency	EA	0	0	0		0
Local Governments (cities, counties)	EA	0	0	0		0
FDOT Drainage	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				0		0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
Total Meetings				0	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 6.19

Carries to Tab 3

Project Activity 6b. Drainage Plans

Estimator: XAA

Deck Replacement - SR 436 over SR 528
Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	0	0	0	
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	
6b.3	Summary of Drainage Structures		Sheet	1	4	4	Establish any temporary/permanent structures
6b.4	Optional Pipe/Culvert Material		Sheet	0	0	0	
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	2	4	8	4-8 Structures depending on MOT impacts
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	16	16	Miscellaneous Details
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	0	0	0	
6b.10	Retention Pond Cross Sections		EA	0	0	0	
6b.11	Erosion Control Plan Sheet(s)		Sheet	0	0	0	Will be provided as part of phasing sheets
6b.12	SWPPP Sheet(s)		Sheet	3	4	12	SWPPP - Assuming 1 Acre + of impacts
Drainage Plans Technical Subtotal						40	
6b.13	Quality Assurance/Quality Control		LS	%	5%	2	
6b.14	Supervision		LS	%	0%	0	
6. Drainage Plans Total						42	

Project Activity 9. Structures Summary

Estimator: Giovanni Orellana

Deck Replacement - SR 436 over SR 528

Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

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	2	8	2	16	Prepare Key sheet and index for all submittals.
9.2	Project Layout	Sheet	0	0	0	0	n/a
9.3	General Notes and Bid Item Notes	Sheet	1	24	1	24	General notes including deck panel demolition notes
9.4	Miscellaneous Common Details	Sheet	1	8	1	8	Expansion joint replacement detail with ultra-low modulus silicon joint
9.5	Incorporate Report of Core Borings	Sheet	2	1	2	2	For temporary bridges. 1 sheet per bridge
9.6	Existing Bridge Plans	LS	3	4		12	Label and incorporate all three existing bridge plans.
9.7	Assemble Plan Summary Boxes and Quantities	LS	1	26		26	6 hours per deck replacement+ 4 hours for temp brddge. (6*3)+(2*4)=26
9.8	Cost Estimate	LS	1	26		26	12 hours per bridge, 12*3=36
9.9	Technical Special Provisions	LS	1	0		0	n/a
Structures - Summary and Miscellaneous Tasks and Drawings Subtotal					6	114	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Temporary Bridges	464	268	196	0		0	0	0		
10-16	Bridge 750316 (SB SR 436 over SR 528)	940				940					
10-16	Bridge 750315 (SB SR 436 over Ramp M)	710				710					
10-16	Bridge 750317 (NB SR 436 over SR 528)	980				980					
10-16	Bridge 5	0									
10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	140								140	
18	Miscellaneous Structures	80									80
Structures Technical Subtotal		3314	268	196	0	2630	0	0	0	140	80

Project Activity 9. Structures Summary

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	1	20	20	Review inspection reports = 4 hours. Perform hands-on bridge inspection. 2 people x 8 hrs x 1 field reviewed = 16 hrs.
9.11	Technical Meetings	LS	1	16	16	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	7%	240	This should be (5% to 10%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35") (158+3674)*.07=268
9.13	Independent Peer Review	LS	1	0	0	n/a
9.14	Supervision	LS	%	5%	171	This should be (3% to 7%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35") (158+3674)*.05=268
Structures Nontechnical Subtotal					447	
9.15	Coordination	LS	1	40	40	
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					601	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	1	8	8		0
90/100% Comment Review	EA	1	8	8		0
Aesthetics Coordination	EA	0	0	0		0
Regulatory Agency	EA	0	0	0		0
Local Governments (cities, counties)	EA	0	0	0		0
Utility Companies	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				16		0
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	12	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
Total Meetings				16	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 9.11

Carries to Tab 3

Estimator: Giovanni Orellana
 Bridge Identifier (Number or Name):

Deck Replacement - SR 436 over SR 528
 Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Requirement							
10.1	Bridge Geometry	LS	1	16		16	Assume ACROW Bride Series 700
10.2	Ship Impact Data Collection	LS	1	0		0	n/a
10.3	Ship Impact Criteria	EA	0	0		0	n/a
Superstructure Alternatives							
10.4	Short Span Concrete Bridge	EA ALT	0	0		0	n/a
10.5	Medium Span Concrete Bridge	EA ALT	3	12		36	Evaluate exist girders/girder ratings, etc., 3X12=36 hours. Evaluate for alternatives and check with CFX if the bridge does not load rate based on 8" thick deck.
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	n/a
10.7	Structural Steel Bridge	EA ALT	1	16		16	Assume ACROW Bridge Series 700 - coordinate work, criteria, SB 436/SR 528 1 span vs. 2 spans alternative
Foundation & Substructure Alternatives							
10.8	Pier/Bent	EA Type	1	0		0	Assume steel frame
10.9	Analyzed Capacity of Existing Pier Columns for vehicle Impact (600 Kips)	EA	3	8		24	3 sites. Analyzing the columns for shear 3sites x4hr=12hrs. Optional: Thickening the column details or adding a pier protection barrier (1 sheet for all 3 sites = 12 hrs)
10.10	Deep Foundations	EA Foundation Evaluated	2	12		24	Assume steel pipe vs steel H-pile, FB-Multipier Analysis.
Movable Span							
10.11	Data Collection and Design Criteria	LS	1	0		0	n/a
10.12	Movable Span Geometrics and Clearances	LS	1	0		0	n/a
10.13	Deck System Evaluation	LS	1	0		0	n/a
10.14	Framing Plan Development	LS	1	0		0	n/a
10.15	Main Girder Preliminary Design	LS	1	0		0	n/a
10.16	Conceptual Span Balance/Counterweight	LS	1	0		0	n/a
10.17	Support System Development	LS	1	0		0	n/a
10.18	Drive Power Calculations	LS	1	0		0	n/a
10.19	Drive System Development	LS	1	0		0	n/a
10.20	Power and Control Development	LS	1	0		0	n/a
10.21	Conceptual Pier Design	LS	1	0		0	n/a
10.22	Foundation Analysis (FL PIER)	LS	1	0		0	n/a
10.23	Tender Visibility Study	LS	1	0		0	n/a

Project Activity 10, Structures-BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Other BDR Issues							
10.24	Aesthetics	LS	1	0		0	n/a
10.25	TCP/Staged Construction Requirements	LS	1	8		8	Coordination with TCP for underpass (SR 528) and CSX traffic
10.26	Constructibility Requirements	LS	1	8		8	Review of erection and construction sequence, stie demolition
10.27	Load Rating for Damaged/Widened Structures	EA Unit	0	0		0	n/a
10.28	Quantity and Cost Estimates	EA ALT	1	24		24	Two temporary bridges
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	n/a
10.30	Wall Type Justification	LS	1	0		0	n/a
Report Preparation							
10.31	Exhibits	EA SHEET	2	12		24	P&E for each temporary bridge.
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	n/a
10.33	Report Preparation	LS	1	80		80	Technical Memo
10.34	Report Preparation - Movable Span	LS	1	0		0	n/a
10.35	BDR Submittal Package	LS	1	8		8	Item used one time
10. Structures - Bridge Development Report Total						268	
When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.							

Project Activity 11, Temporary Bridges

Estimator: Giovanni Orellana
 Bridge Identifier (BR No. 753015 & 753016):

Deck Replacement - SR 436 over SR 528
 Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
General Layout Design and Plans [Tasks under Activity 11 are for Prefabricated Temporary Bridges only]							
11.1	Overall Bridge Final Geometry	LS	2	12		24	Vertical and Horizontal geometry over rdwy for 2 temporary bridges,
11.2	General Plan and Elevation	Sheet	2	16	2	32	1 sheet per site,
11.3	Miscellaneous Details	Sheet	2	8	2	16	One sheet for General notes and one sheet for detail for sign mounted on temporary bridge,
End Bent Design and Plans							
11.4	End Bent Structural Design	EA Design	2	12		24	Design and check for two end bents, 1 for each temp. bridge
11.5	End Bent Details	Sheet	1	20	1	20	P&E and typical for EB's
Intermediate Bent Design and Plans							
11.6	Intermediate Bent Structural Design	EA Design	1	24		24	Design and check proposed steel bent for temp. bridge over SR 528
11.7	Intermediate Bent Details	Sheet	1	20	1	20	P&E and typical for Intermediate Bent,
Miscellaneous Substructure Design and Plans							
11.8	Foundation Layout	EA	3	12		36	2 foundation lay out sheets and one sheet for pile data table and notes.
11. Temporary Bridge Total					6	196	

Estimator: Giovanni Orellana
 Bridge Identifier (753016): SB SR 436 over SR 528

Deck Replacement - SR 436 over SR 528
 Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

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	n/a
13.2	Expansion/Contraction Analysis	EA Unit	1	0		0	n/a
13.3	General Plan and Elevation	Sheet	1	40	1	40	
13.4	Construction Staging	Sheet	1	16	1	16	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	n/a
13.6	Miscellaneous Details	Sheet	0	0	0	0	n/a
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	0	0		0	n/a
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	n/a
13.9	End Bent Structural Design	EA Design	2	20		40	Analysis of existing bents caps for shear and moment based on new deck load.
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	n/a
13.11	End Bent Details	Sheet	0	0	0	0	n/a
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	n/a
13.13	Bent Stability Analysis	EA Design	0	0		0	n/a
13.14	Bent Structural Design	EA Design	0	0		0	n/a
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	n/a
13.16	Bent Details	Sheet	0	0	0	0	n/a
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	0	0		0	n/a
13.18	Pier Stability Analysis	EA Design	0	0		0	n/a
13.19	Pier Structural Design	EA Design	4	24		96	Analysis of existing pier caps, columns and footing based on new deck load. 4 piers total
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	n/a
13.21	Pier Details	Sheet	0	0	0	0	n/a

Project Activity 13. Medium Span BR#750316

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	0	0	0	0	n/a
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	40		40	Verify existing and check for deck replacement. Variable beam spacing, 5 Spans
13.24	Finish Grade Elevations	Sheet	2	16	2	32	Plan view , x-section and FGE tables
13.25	Bridge Deck Design	EA Section	1	24		24	1 design for entire bridge deck
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	12		12	
13.27	Diaphragm Design	EA Section	0	0		0	n/a
13.28	Superstructure Plan	Sheet	5	20	5	100	1 sheet per span.
13.29	Superstructure Section	Sheet	1	20	1	20	
13.30	Miscellaneous Superstructure Details	Sheet	1	20	1	20	Deck casting sequence and intermediate construction joints to avoid work over traffic
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	2	10	2	20	deck reinforcement for spans 1 - 5.
Continuous Concrete Girder Design							
13.32	Section Properties	LS	1	0		0	n/a
13.33	Material Properties	LS	1	0		0	n/a
13.34	Construction Sequence	EA Unit	0	0		0	n/a
13.35	Tendon Layouts	EA Unit	0	0		0	n/a
13.36	Live Load Analysis	EA Unit	0	0		0	n/a
13.37	Temperature Gradient	EA Unit	0	0		0	n/a
13.38	Time Dependent Analysis	EA Unit	0	0		0	n/a
13.39	Stress Summary	EA Unit	0	0		0	n/a
13.40	Ultimate Moments	EA Unit	0	0		0	n/a
13.41	Ultimate Shear	EA Unit	0	0		0	n/a
13.42	Construction Loading	EA Unit	0	0		0	n/a

Project Activity 13. Medium Span BR#750316

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
13.43	Framing Plan	Sheet	0	0	0	0	n/a
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	n/a
13.45	Girder Details	Sheet	0	0	0	0	n/a
13.46	Erection Sequence	Sheet	0	0	0	0	n/a
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	4	80		320	strengthening 4 beams to be strenghten for shear and/or moment using CFRP Wrap. Available funds in case the beams do not load rate and they need to be strenghten.
13.50	Prestressed Beam Schedules	Sheet	2	12	2	24	P&E view , details and notes. Two sheets for all sites.Available funds in case the beams do not load rate and they need to be strenghten.
13.51	Framing Plan	Sheet	0	0	0	0	n/a
Beam Stability							
13.52	Beam/girder stability	EA Unit	0	0		0	n/a
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	2	12		24	Check two types of existing pads based on new deck load and possible design of new pad.
13.54	Bearing pad and bearing plate details	Sheet	1	12	1	12	Assume new bearing pad (non-standard). Jacking load to be shown for pad replacement.
Load Rating							
13.55	Load Ratings	Per Beam	10	10		100	5 different type of beams. Type II and III with different number of strands. Type II (8-2), (10-2), Type III (12-0), (22-6), and (16-4). Run LRFR (FL120 and HL-93) and LFR (HS-20) rating so bridge can pass. 5 unique beams for LRFR and 5 unique beams for LFR.
13. Structures - Medium Span Concrete Bridge Total					16	940	

Estimator: Giovanni Orellana
 Bridge Identifier (753015): SB SR 436 over Ramp M

Deck Replacement - SR 436 over SR 528
 Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

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	n/a
13.2	Expansion/Contraction Analysis	EA Unit	1	0		0	n/a
13.3	General Plan and Elevation	Sheet	1	40	1	40	
13.4	Construction Staging	Sheet	1	32	1	32	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	n/a
13.6	Miscellaneous Details	Sheet	0	0	0	0	n/a
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	0	0		0	n/a
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	n/a
13.9	End Bent Structural Design	EA Design	2	20		40	Analysis of existing bents caps for shear and moment based on new deck load.
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	n/a
13.11	End Bent Details	Sheet	0	0	0	0	n/a
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	n/a
13.13	Bent Stability Analysis	EA Design	0	0		0	n/a
13.14	Bent Structural Design	EA Design	0	0		0	n/a
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	n/a
13.16	Bent Details	Sheet	0	0	0	0	n/a
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	0	0		0	n/a
13.18	Pier Stability Analysis	EA Design	0	0		0	n/a
13.19	Pier Structural Design	EA Design	2	24		48	Analysis of existing pier caps, columns and footing based on new deck load. 2 piers total.
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	n/a
13.21	Pier Details	Sheet	0	0	0	0	n/a

Project Activity 13. Medium Span BR#750315

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	0	0	0	0	n/a
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	40		40	Verify existing and check for deck replacement. Variable beam spacing. 3 Spans
13.24	Finish Grade Elevations	Sheet	2	16	2	32	Plan view , x-section and FGE tables
13.25	Bridge Deck Design	EA Section	1	24		24	1 design for entire bridge deck
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	12		12	
13.27	Diaphragm Design	EA Section	0	0		0	n/a
13.28	Superstructure Plan	Sheet	3	20	3	60	1 sheet per span.
13.29	Superstructure Section	Sheet	1	20	1	20	
13.30	Miscellaneous Superstructure Details	Sheet	1	20	1	20	Deck casting sequence and intermediate construction joints to avoid work over traffic
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	1	10	1	10	deck reinforcement for spans 1 - 3.
Continuous Concrete Girder Design							
13.32	Section Properties	LS	1	0		0	n/a
13.33	Material Properties	LS	1	0		0	n/a
13.34	Construction Sequence	EA Unit	0	0		0	n/a
13.35	Tendon Layouts	EA Unit	0	0		0	n/a
13.36	Live Load Analysis	EA Unit	0	0		0	n/a
13.37	Temperature Gradient	EA Unit	0	0		0	n/a
13.38	Time Dependent Analysis	EA Unit	0	0		0	n/a
13.39	Stress Summary	EA Unit	0	0		0	n/a
13.40	Ultimate Moments	EA Unit	0	0		0	n/a
13.41	Ultimate Shear	EA Unit	0	0		0	n/a
13.42	Construction Loading	EA Unit	0	0		0	n/a
13.43	Framing Plan	Sheet	0	0	0	0	n/a
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	n/a
13.45	Girder Details	Sheet	0	0	0	0	n/a
13.46	Erection Sequence	Sheet	0	0	0	0	n/a
13.47	Splice Details	Sheet	0	0	0	0	n/a
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	n/a

Project Activity 13. Medium Span BR#750315

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Design	2	80		160	strengthening 2 beams to be strengthen for shear and/or moment with CFRP wrap. Available funds in case the beams do not load rate and they need to be strenghten.
13.50	Prestressed Beam Schedules	Sheet	0	0	0	0	Hours included under Bridge#750316.
13.51	Framing Plan	Sheet	0	0	0	0	n/a
Beam Stability							
13.52	Beam/girder stability	EA Unit	2	12		24	Evaluate moment and shear capacity for 2 existing interior beams with half of composite deck during phase construction.
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	3	12		36	Check three types of existing pads based on new deck load and possible design of new pad.
13.54	Bearing pad and bearing plate details	Sheet	1	12	1	12	Assume new bearing pad (non-standard). Jacking load to be shown for pad replacement.
Load Rating							
13.55	Load Ratings	Per Beam	10	10		100	5 different type of beams. Type II, III and IV beams with different number of strands. Type II (10-2), Type III (12-2), and Type IV (16-0) (two different spans) and (26-6). Run LRFR (FL120 and HL-93) and LFR (HS-20) rating so bridge can pass. 5 unique beams for LRFR and 5 unique beams for LFR.
13. Structures - Medium Span Concrete Bridge Total					11	710	

Estimator: Giovanni Orellana
 Bridge Identifier (753017): NB SR 436 over SR 528

Deck Replacement - SR 436 over SR 528
 Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

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	n/a
13.2	Expansion/Contraction Analysis	EA Unit	1	0		0	n/a
13.3	General Plan and Elevation	Sheet	1	40	1	40	
13.4	Construction Staging	Sheet	1	32	1	32	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	n/a
13.6	Miscellaneous Details	Sheet	0	0	0	0	n/a
End Bent Design and Plans							
13.7	End Bent Geometry	EA End Bent	0	0		0	n/a
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	n/a
13.9	End Bent Structural Design	EA Design	2	20		40	Analysis of existing bents caps for shear and moment based on new deck load.
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	n/a
13.11	End Bent Details	Sheet	0	0	0	0	n/a
Intermediate Bent Design and Plans							
13.12	Bent Geometry	EA Bent	0	0		0	n/a
13.13	Bent Stability Analysis	EA Design	0	0		0	n/a
13.14	Bent Structural Design	EA Design	0	0		0	n/a
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	n/a
13.16	Bent Details	Sheet	0	0	0	0	n/a
Pier Design and Plans							
13.17	Pier Geometry	EA Pier	0	0		0	n/a
13.18	Pier Stability Analysis	EA Design	0	0		0	n/a
13.19	Pier Structural Design	EA Design	4	24		96	Analysis of existing pier caps, columns and footing based on new deck load. 4 Piers total
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	n/a
13.21	Pier Details	Sheet	0	0	0	0	n/a

Project Activity 13. Medium Span BR#750317

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Miscellaneous Substructure Design and Plans							
13.22	Foundation Layout	Sheet	0	0	0	0	n/a
Superstructure Deck Design and Plans							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	40		40	Verify existing and check for deck replacement. Variable beam spacing. 5 Spans
13.24	Finish Grade Elevations	Sheet	2	16	2	32	Plan view , x-section and FGE tables
13.25	Bridge Deck Design	EA Section	1	24		24	1 design for entire bridge deck
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	12		12	
13.27	Diaphragm Design	EA Section	0	0		0	n/a
13.28	Superstructure Plan	Sheet	5	20	5	100	1 sheet per span.
13.29	Superstructure Section	Sheet	1	20	1	20	
13.30	Miscellaneous Superstructure Details	Sheet	1	20	1	20	Deck casting sequence and intermediate construction joints to avoid work over traffic
Reinforcing Bar Lists							
13.31	Preparation of Reinforcing Bar List	Sheet	2	10	2	20	deck reinforcement for spans 1 - 5.
Continuous Concrete Girder Design							
13.32	Section Properties	LS	1	0		0	n/a
13.33	Material Properties	LS	1	0		0	n/a
13.34	Construction Sequence	EA Unit	0	0		0	n/a
13.35	Tendon Layouts	EA Unit	0	0		0	n/a
13.36	Live Load Analysis	EA Unit	0	0		0	n/a
13.37	Temperature Gradient	EA Unit	0	0		0	n/a
13.38	Time Dependent Analysis	EA Unit	0	0		0	n/a
13.39	Stress Summary	EA Unit	0	0		0	n/a
13.40	Ultimate Moments	EA Unit	0	0		0	n/a
13.41	Ultimate Shear	EA Unit	0	0		0	n/a
13.42	Construction Loading	EA Unit	0	0		0	n/a
13.43	Framing Plan	Sheet	0	0	0	0	n/a
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0	n/a
13.45	Girder Details	Sheet	0	0	0	0	n/a
13.46	Erection Sequence	Sheet	0	0	0	0	n/a
13.47	Splice Details	Sheet	0	0	0	0	n/a
13.48	Girder Deflections and Camber	Sheet	0	0	0	0	n/a

Project Activity 13. Medium Span BR#750317

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Simple Span Concrete Design							
13.49	Prestressed Beam	EA Design	4	80		320	strengthening 4 beams to be strengthen for shear and/or moment using CFRP wrap. Available funds in case the beams do not load rate and they need to be streghten.
13.50	Prestressed Beam Schedules	Sheet	0	0	0	0	Hours included under Bridge#750316
13.51	Framing Plan	Sheet	0	0	0	0	n/a
Beam Stability							
13.52	Beam/girder stability	EA Unit	3	12		36	Evaluate moment and shear capacity for 3 existing interior beams with half of composite deck during phase construction.
Bearing							
13.53	Bearing pad and bearing plate design	Type/ Span	3	12		36	Check three types of existing pads based on new deck load and possible design of new pad.
13.54	Bearing pad and bearing plate details	Sheet	1	12	1	12	Assume new bearing pad (non-standard) and jacking load to be shown for pad replacement.
Load Rating							
13.55	Load Ratings	Per Beam	10	10		100	5 different type of beams. Type II, III and IV beams with different number of strands. Type II (8-2), Type III (18-6), and Type IV (16-0), (28-6) and (14-2).Run LRFR (FL120 and HL-93) and LFR (HS-20) rating so bridge can pass. 5 unique beams for LRFR and 5 unique beams for LFR.
13. Structures - Medium Span Concrete Bridge Total					14	980	

Total Structures

2630

Project Activity 17. Str-Retaining Walls

Estimator: Giovanni Orellana

Deck Replacement - SR 436 over SR 528
Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

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	n/a
17.2	Horizontal Wall Geometry	Per Wall	4	8		32	
Permanent Proprietary Walls							
17.3	Vertical Wall Geometry	Per Wall	0	0		0	n/a
17.4	Semi-Standard Drawings	Sheet	0	0	0	0	n/a
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	n/a
17.6	Details	Sheet	0	0	0	0	n/a
Temporary Proprietary Walls							
17.7	Vertical Wall Geometry	Per Wall	4	12		48	Constant offset from rdwy alignment and constant cross slope.
17.8	Semi-Standard Drawings	Sheet	1	12	1	12	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	4	12	4	48	4 wire mesh walls
17.10	Details	Sheet	0	0	0	0	n/a

Project Activity 17. Str-Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
Cast-in-Place Retaining Walls							
17.11	Design	EA Design	0	0		0	n/a
17.12	Vertical Wall Geometry	EA Wall	0	0		0	n/a
17.13	General Notes	Sheet	0	0	0	0	n/a
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	n/a
17.15	Sections and Details	Sheet	0	0	0	0	n/a
17.16	Reinforcing Bar List	Sheet	0	0	0	0	n/a
Other Retaining Walls and Bulkheads							
17.17	Design	EA Design	0	0		0	n/a
17.18	Vertical Wall Geometry	EA Wall	0	0		0	n/a
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	n/a
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	n/a
17.21	Details	Sheet	0	0	0	0	n/a
17. Structures - Retaining Walls Total					5	140	

Project Activity 18. Structures-Miscellaneous

Estimator: Giovanni Orellana

Deck Replacement - SR 436 over SR 528
Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

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	n/a
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	n/a
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	n/a
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	n/a
Strain Poles							
18.5	Steel Strain Poles	Initial Config	0	0		0	n/a
		EA Add'l Config	0	0		0	n/a
18.6	Concrete Strain Poles	Initial Config	0	0		0	n/a
		EA Add'l Config	0	0		0	n/a
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	n/a
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	n/a
Mast Arms							
18.9	Mast Arms	EA Design	0	0		0	n/a
18.10	Mast Arms Data Table Plan Sheets	Sheet	0	0	0	0	n/a
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	n/a
Overhead/Cantilever Sign Structures							
18.12	Cantilever Sign Structures	EA Design	3	8		24	Design new foundation for a remove and replace sign structure, Assume no impact on the structure, 2 (SB) and 1 (NB)
18.13	Overhead Span Sign Structures	EA Design	1	8		8	Design new foundation for a remove and replace sign structure, Assume 2 temporary structures to be design under signing and pavement as multipost. Line 19,4
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0		0	n/a
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	n/a
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	2	16		32	Structural design, Prepare construction plans.
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	1	8	1	8	Drilled shaft data table for roadway sign structures.
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	0	0	0	0	n/a

Project Activity 18. Structures-Miscellaneous

High Mast Lighting							
18.19	Non-Standard High Mast Lighting Structures	EA Design	2	4		8	Analyzed new foundation for two poles to be relocated.
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	
Noise Barrier Walls (Ground Mount)							
18.21	Horizontal Wall Geometry	EA Wall	0	0		0	
18.22	Vertical Wall Geometry	EA Wall	0	0		0	
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
18.24	Control Drawings	Sheet	0	0	0	0	
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	0	0		0	
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0		0	
18.27	Aesthetic Details	LS	1	0		0	
Special Structures							
18.28	Fender System	LS	1	0		0	
18.29	Fender System Access	LS	1	0		0	
18.30	Special Structures	LS	1	0		0	
18.31	Other Structures	LS	1	0		0	
18. Structures - Miscellaneous Total			1	0		80	

Project Activity 19. Signing & Marking Analysis

Estimator: XAA

Deck Replacement - SR 436 over SR 528

Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	120	120	Analysis of Sign Relocations and SPM for SR 436 and SR 528, Coordinate adjacent job limits.
19.4	Multi-Post Sign Support Calculations	EA	2	4	8	
19.5	Sign Panel Design Analysis	EA	1	24	24	Guidesign
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	0	0	
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	40	40	Account for Temporary Sign replacements 2SB trusses
Signing and Pavement Marking Analysis Technical Subtotal					192	
19.11	Field Reviews	LS	2	4	8	2 Field Meeting
19.12	Technical Meetings	LS	1	16	16	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	10	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	10	
Signing and Pavement Marking Analysis Nontechnical Subtotal					44	
19.16	Coordination	LS	%	3%	7	
19. Signing and Pavement Marking Analysis Total					243	

Project Activity 19, Signing & Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				0	Subtotal Project Manager Meetings
	Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>
	Phase Review Meetings	EA	4	4	16	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>
	Total Meetings				16	Total Project Manager Meetings (carries to Tab 3)
						0

Carries to 19.12

Carries to Tab 3

Project Activity 20. Signing & Marking Plans

Estimator: XAA

Deck Replacement - SR 436 over SR 528
Project No. 528-130

Representing	Print Name	Signature / Date

NOTE: Signature Block is optional, per District preference.

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	4	1	4	Key Sheet
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	16	1	16	Quantities for SR 436 and SR 528
20.4	General Notes/Pay Item Notes		Sheet	1	2	1	2	General Notes
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet	100	Sheet	6	4	6	24	3 Sheets for SR 436 and SR 528
20.7	Typical Details		EA	1	4		4	2 Details
20.8	Guide Sign Worksheet(s)		EA	4	4		16	8 Signs potentially impacted
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	4	8		32	Overhead truss cross sections
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	24		24	Special detail for gores/bridge approaches
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						9	122	
20.14	Quality Assurance/Quality Control		LS	%	5%		6	
20.15	Supervision		LS	%	0%		0	
20. Signing and Pavement Marking Plans Total						9	128	

Nadic Engineering Services, Inc.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: S.R. 528 / S.R 436 BRIDGE DECK REPLACEMENTS
 County: Orange
 FPN: CFX 528-130
 FAP No.: 1/0/1900

Consultant Name: TY Lin/Nadic Engineering Services, Inc.
 Consultant No.: R16009
 Date: 4/27/2016
 Estimator: Godwin Nnadi

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Senior Engineer	Senior Project Engineer	Senior Engineering Technician	Senior Designer	Engineering Intern	Secretary/Clerical	Engineer	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$201.31	\$177.07	\$160.51	\$77.89	\$83.03	\$85.95	\$56.85	\$98.40	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity	Rate Per Task
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, 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 - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	272	30	65	79	19	38	37	4	0	0	0	0	0	272	\$38,272	\$140.70
Total Staff Hours	272	30	65	79	19	38	37	4	0	0	0	0	0	272		
Total Staff Cost		\$6,039.30	\$11,509.55	\$12,680.29	\$1,479.91	\$3,155.14	\$3,180.15	\$227.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$38,271.74	\$140.70

Check = \$38,271.74

Notes:

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

SALARY RELATED COSTS:	\$38,271.74
OVERHEAD:	\$0.00
OPERATING MARGIN:	\$0.00
FCCM (Facilities Capital Cost Money):	\$0.00
EXPENSES:	\$0.00
SUBTOTAL ESTIMATED FEE:	\$38,271.74
Survey (Field) 0 4-man crew d. \$ - / day	\$0.00
Geotechnical Field and Lab Testing	\$35,243.00
SUBTOTAL ESTIMATED FEE:	\$73,514.74
Optional Services	\$0.00
GRAND TOTAL ESTIMATED FEE:	\$73,514.74

35. Geotechnical

Estimator: Godwin Nnadi

S.R. 528 / S.R 436 BRIDGE DECK REPLACEMENTS
CFX 528-130

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name	Godwin Nnadi	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	4	4	Collect and review available project site document
35.2	Develop Detailed Boring Location Plan	LS	1	2	2	
35.3	Stake Borings/Utility Clearance	Boring	8	0.5	4	Eight (8) Auger Boring @ 7' each
35.4	Muck Probing	Crew Day	0	0	0	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	0	0	0	
35.6	Drilling Access Permits	Location	0	0	0	
35.7	Property Clearances	EA	0	0	0	
35.8	Groundwater Monitoring	EA	0	0	0	
35.9	LBR/Resilient Modulus Sampling	EA	5	0.5	3	
35.10	Coordination of Field Work	100 lf of boring	0.56	1	1	Eight boring @ 7 ft each = 56LF
35.11	Soil and Rock Classification - Roadway	100 lf of boring	0.56	2	1	
35.12	Design LBR	LS	1	8	8	Only if LBR tests are required
35.13	Laboratory Data	100 lf of boring	0.56	1	1	
35.14	Seasonal High Water Table	Boring	8	0.3	2	
35.15	Parameters for Water Retention Areas	EA	0	0	0	
35.16	Delineate Limits of Unsuitable Material	Cross-section	0	0	0	
35.17	Electronic Files for Cross-Sections	100 lf of boring	0	0	0	Duplication of Roadway Effort?
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	
35.19	Monitor Existing Structures	LS	1	0	0	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	Duplication of Drainage Effort?
35.21	Geotechnical Recommendations	LS	1	6	6	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	0	0	
35.23	Preliminary Roadway Report	LS	1	10	10	
35.24	Final Report	EA	1	10	10	
35.25	Auger Boring Drafting	100 lf boring	0.56	5	3	Small project effect
35.26	SPT Boring Drafting	100 lf boring	0	0	0	
Roadway Geotechnical Subtotal					55	
Structures						
35.27	Develop Detailed Boring Location Plan	LS	1	3	3	
35.28	Stake Borings/Utility Clearance	Boring	20	0.3	6	Bridges: 5 SPT borings @ 100 ft; Walls: 5 SPT @ 40 ft and 2 SPT @ 25 ft and Signs: 8 SPT @ 40 ft. Total = 20 SPT Borings
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	1	5	5	
35.30	Drilling Access Permits	Location	0	0	0	
35.31	Property Clearances	EA	0	0	0	
35.32	Collection of Corrosion Samples	EA	0	0	0	
35.33	Coordination of Field Work	100 lf of boring	10.7	0.7	7	Bridges: 4 SPT borings @ 100 ft = 400LF; Walls: 5 SPT @ 40 ft and 2 SPT @ 25 ft = 250LF and Signs: 5 SPT @ 40 ft. = 200 LF Total footage = 850 LF
35.34	Soil and Rock Classification - Structures	100 lf of boring	10.7	2	21	
35.35	Tabulation of Laboratory Data	100 lf of boring	10.7	0.6	6	
35.36	Estimate Design Groundwater Level for Structures	EA	0	0	0	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	5	2	10	
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	5	6	30	See Basis for reducing by 35.35
35.39	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	Duplication of Structural Effort?
35.41	Walls	Wall Boring	7	2	14	
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	Duplication of Structural Effort?
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	8	1.5	12	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.44	Box Culvert Analysis	EA	1	2	2	
35.45	Preliminary Report - BDR	EA	1	20	20	
35.46	Final Report - Bridge and Associated Walls	EA	1	15	15	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	1	15	15	
35.48	SPT Boring Drafting	100 lf of boring	10.7	4	43	
35.49	Other Geotechnical	LS	1	0	0	
Structural Geotechnical Subtotal					209	
Geotechnical Technical Subtotal					264	
35.50	Technical Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	0	0	
35.52	Technical Meetings	LS	1	8	8	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	0%	0	
35.54	Supervision	LS	%	0%	0	
Geotechnical Nontechnical Subtotal					8	
35.55	Coordination	LS	%	0%	0	
35. Geotechnical Total					272	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	2	2		0
Boring Layout Approval	EA	0	0	0		0
Attend in BDR Review Meeting	EA	0	0	0		0
30/60/90% Submittal Review	EA	0	0	0		0
Other Meetings	EA	3	2	6		0
Subtotal Technical Meetings				8	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
Total Meetings				8	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 33.18

Carries to Tab 3

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
ROADWAY
SR 528/SR 436 BRIDGE DECK REPLACEMENT
ORLANDO, FLORIDA**

Component/Unit Description	UNIT	ROADWAY	QTY	RATE	ROADWAY	TOTAL COST
I. FIELD EXPLORATION:						
1. Crew & Equipment Mobilization:						
606-Mobilization Asphalt Coring Equipment	Ea.		0	\$550.00		\$0.00
612-Mobilization Drill Rig Truck Mount	Ea.	1,0	1	\$450.00	\$450.00	\$450.00
610-Mobilization Drill Rig Truck Mount	Ea.		0	\$2,400.00		\$0.00
614-Mobilization Mudbug/All Terrain Vehicle	Ea.		0	\$600.00		\$0.00
418-Geo Drill Crew Support Vehicle	Day		0	\$75.00		\$0.00
706-MOT Portable Sign	Day	1	1	\$150.00	\$150.00	\$150.00
700-MOT Arrow Board/Advance Warning Vehicle	Day	1	1	\$120.00	\$120.00	\$120.00
701-MOT Attenuator Truck/Energy Absorption Vehicle	Day		0	\$1,400.00		\$0.00
708-Channeling Devices - Cone	Day		0	\$5.00		\$0.00
712-MOT Support Vehicle	Day	1	1	\$75.00	\$75.00	\$75.00
2. Standard Penetration Test Borings(ASTM D-1586):						
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF		0	\$12.40		\$0.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF		0	\$15.00		\$0.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF		0	\$19.50		\$0.00
8. Auger Borings(ASTM D-1452):						
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	56	56	\$10.00	\$560.00	\$560.00
402-Geo Auger Borings-Track	LF		0	\$15.00		\$0.00
9. B/T/A and Crew:						
419-Geo Drilling Crew 2-Person	Hr		0	\$225.00		\$0.00
420-Geo Drilling Crew 3-Person	Hr		0	\$375.00		\$0.00
11. Field Permeability Tests:						
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	Ea.		0	\$275.00		\$0.00
13. Soil Probing/Wash Borings:						
a. - 2 person crew	Days		0			\$0.00
b. - 3 person crew	Days		0			\$0.00
14. Site Reconnaissance/Utility Coordination:						
a. - Engineer	hrs.		0	\$0.00		\$0.00
b. -Engineering Intern	hrs.		0	\$0.00		\$0.00
19. Pavement Cores:						
	Ea.		0	\$300.00		\$0.00
41. MOT-Law Officer/Trooper:						
	Hr		0	\$55.00		\$0.00
Totals for Field Exploration					\$1,355.00	\$1,355.00

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
ROADWAY
SR 528/SR 436 BRIDGE DECK REPLACEMENT
ORLANDO, FLORIDA**

Component/Unit Description	UNIT	ROADWAY	QTY	RATE	ROADWAY	TOTAL COST
II. LABORATORY TESTING:						
1. Visual Exam./Stratify(ASTM D-2488):						
-Senior Technician.	hrs.		0	\$0.00		\$0.00
2. Grain Size Analysis:						
822- Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Ea.	3	3	\$80.00	\$240.00	\$240.00
812 -Soils Material Finer then 200 Sieve FM 1-T011	Ea.		0	\$40.00		\$0.00
821-Soils Particle Size Anlys AASHTO T88 (Inc Hydrometer)	Ea.		0	\$210.00		\$0.00
809-Hydrometer only (AASHTO T88):	Ea.		0	\$120.00		\$0.00
819-Soils Organic Content Ignition FM 1-T 267:	Ea.	1	1	\$40.00	\$40.00	\$40.00
826-Soils Plastic Limit & Plasticity Index AASHTO T90:	Ea.	1	1	\$80.00	\$80.00	\$80.00
811-Soils Liquid Limit AASHTO T89	Ea.		0	\$40.00		\$0.00
Soils Moisture Content Determination:						
816-Soils Moisture Content Lab AASHTO-T265:	Ea.	2	2	\$15.00	\$30.00	\$30.00
823-Soils Permeability Constant Head AASHTO-T 215:	Ea.		0	\$350.00		\$0.00
805-Soils Corrosion Series FM 5-550 through 5-553 (pH, Sulfate, Chloride, Resistivity)	Ea.	0	0	\$160.00	\$0.00	\$0.00
810-Soil Limerock Bearing Ratio (LBR) FM5-515:	Ea.	5	5	\$300.00	\$1,500.00	\$1,500.00
Totals for Laboratory Testing					\$1,890.00	\$1,890.00
III. ENGINEERING AND TECHNICAL SERVICES:						
1. Project Manager	hrs.		30	\$201.31		\$6,039.30
2. Senior Engineer	hrs.		65	\$177.07		\$11,509.55
3. Senior Project Engineer	hrs.		79	\$160.51		\$12,680.29
4. Engineer:	hrs.			\$98.40		\$0.00
5. Engineer Intern	hrs.		37	\$85.95		\$3,180.15
6. Senior Engineering Technician	hrs.		19	\$77.89		\$1,479.91
7. Senior Designer	hrs.		38	\$83.03		\$3,155.14
8. Secretarial/Clerical:	hrs.		4	\$56.85		\$227.40
Totals for Engineering and Technical Services					\$0.00	\$38,271.74
Totals for all Services					\$3,245.00	\$3,245.00

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
BRIDGES
SR 528/SR 436 BRIDGE DECK REPLACEMENT
ORLANDO, FLORIDA**

Component/Unit Description	UNIT	BRIDGE	QTY	RATE	BRIDGE	TOTAL COST
I. FIELD EXPLORATION:						
1. Crew & Equipment Mobilization:						
606-Mobilization Asphalt Coring Equipment	Ea.		0	\$550.00		\$0.00
612-Mobilization Drill Rig Truck Mount	Ea.	1.0	1	\$450.00	\$450.00	\$450.00
610-Mobilization Drill Rig Truck Mount	Ea.		0	\$2,400.00		\$0.00
614-Mobilization Mudbug/All Terrain Vehicle	Ea.		0	\$600.00		\$0.00
418-Geo Drill Crew Support Vehicle	Day		0	\$75.00		\$0.00
706-MOT Portable Sign	Day	3	3	\$150.00	\$450.00	\$450.00
700-MOT Arrow Board/Advance Warning Vehicle	Day	3	3	\$120.00	\$360.00	\$360.00
701-MOT Attenuator Truck/Energy Absorption Vehicle	Day		0	\$1,400.00		\$0.00
708-Channeling Devices - Cone	Day		0	\$5.00		\$0.00
712-MOT Support Vehicle	Day	3	3	\$75.00	\$225.00	\$225.00
2. Standard Penetration Test Borings(ASTM D-1586):						
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	250	250	\$12.40	\$3,100.00	\$3,100.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF	250	250	\$15.00	\$3,750.00	\$3,750.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF		0	\$19.50		\$0.00
4. Grout Boreholes: Truck/Mud Bug:						
440-Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft	LF	250	250	\$5.00	\$1,250.00	\$1,250.00
441-Geo Grout Boreholes - Truck/Mud Bug 50-100 Ft	LF	250	250	\$6.00	\$1,500.00	\$1,500.00
442-Geo Grout Boreholes - Truck/Mud Bug 100-150 Ft	LF		0	\$8.00		\$0.00
8. Auger Borings(ASTM D-1452):						
401-Geo Auger Borings-H& & Truck/Mud Bug	LF	0	0	\$10.00	\$0.00	\$0.00
402-Geo Auger Borings-Track	LF		0	\$15.00		\$0.00
9. B/T/A and Crew:						
419-Geo Drilling Crew 2-Person	Hr	4	4	\$225.00	\$900.00	\$900.00
420-Geo Drilling Crew 3-Person	Hr		0	\$375.00		\$0.00
11. Field Permeability Tests:						
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	Ea.		0	\$275.00		0
13. Soil Probing/Wash Borings:						
a. - 2 person crew	Days		0			\$0.00
b. - 3 person crew	Days		0			\$0.00
14. Site R - Engineer						
a. -Engineering Intern	hrs.		0	\$0.00		\$0.00
b.	hrs.		0	\$0.00		\$0.00
19. Pavement Cores:						
	Ea.		0	\$300.00		\$0.00
41. MOT-Law Officer/Trooper:						
	Hr	16	16	\$55.00	\$880.00	\$880.00
Totals for Field Exploration					\$12,865.00	\$12,865.00

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
BRIDGES
SR 528/SR 436 BRIDGE DECK REPLACEMENT
ORLANDO, FLORIDA**

Component/Unit Description	UNIT	BRIDGE	QTY	RATE	BRIDGE	TOTAL COST
II. LABORATORY TESTING:						
1. Visual -Senior Technician.	hrs.		0	\$0.00		\$0.00
2. Grain Size Analysis:						
822- Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Ea.		0	\$80.00		\$0.00
812 -Soils Material Finer then 200 Sieve FM 1-T011	Ea.	25	25	\$40.00	\$1,000.00	\$1,000.00
821-Soils Particle Size Anlys AASHTO T88 (Inc Hydrometer	Ea.		0	\$210.00		\$0.00
809-Hydrometer only (AASHTO T88):	Ea.		0	\$120.00		\$0.00
819-Soil Organic Content Ignition FM 1-T 267	Ea.	6	6	\$40.00	\$240.00	\$240.00
826-Soil Plastic Limit & Plasticity Index AASHTO T90	Ea.	6	6	\$80.00	\$480.00	\$480.00
811-Soil Liquid Limit AASHTO T89	Ea.		0	\$40.00		0
816-Soil Moisture Content Lab AASHTO-T265:	Ea.	12	12	\$15.00	\$180.00	\$180.00
823-Soils Permeability Constant Head AASHTO-T 215	Ea.		0	\$350.00		\$0.00
805-Soils Corrosion Series FM 5-550 through 5-553 (pH, Sulfate, Chloride, Resistivity)	Ea.	2	2	\$160.00	\$320.00	\$320.00
810-Soil Limerock Bearing Ratio FM5-515:	Ea.		0	\$300.00		\$0.00
Totals for Laboratory Testing					\$2,220.00	\$2,220.00
III. ENGINEERING AND TECHNICAL SERVICES:						
1. Project Manager	hrs.		30	\$201.31		\$6,039.30
2. Senior Engineer	hrs.		65	\$177.07		\$11,509.55
3. Senior Project Engineer	hrs.		79	\$160.51		\$12,680.29
4. Engineer:	hrs.			\$98.40		\$0.00
5. Engineer Intern	hrs.		37	\$85.95		\$3,180.15
6. Senior Engineering Technician	hrs.		19	\$77.89		\$1,479.91
7. Senior Designer	hrs.		38	\$83.03		\$3,155.14
8. Secretarial/Clerical:	hrs.		4	\$56.85		\$227.40
Totals for Engineering and Technical Services					\$0.00	\$38,271.74
Totals for all Services					\$15,085.00	\$15,085.00

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
MISCELLANEOUS STRUCTURES
SR 528/SR 436 BRIDGE DECK REPLACEMENT
ORLANDO, FLORIDA**

Component/Unit Description	UNIT	MISC STRUCTURE	QTY	RATE	MISC STRUCTURE	TOTAL COST
I. FIELD EXPLORATION:						
1. Crew & Equipment Mobilization:						
606-Mobilization Asphalt Coring Equipment	Ea.		0	\$550.00		\$0.00
612-Mobilization Drill Rig Truck Mount	Ea.	1.0	1	\$450.00	\$450.00	\$450.00
610-Mobilization Drill Rig Track Mount	Ea.		0	\$2,400.00		\$0.00
614-Mobilization Mudbug/All Terrain Vehicle	Ea.		0	\$600.00		\$0.00
418-Geo Drill Crew Support Vehicle	Day		0	\$75.00		\$0.00
706-MOT Portable Sign	Day	3	3	\$150.00	\$450.00	\$450.00
700-MOT Arrow Board/Advance Warning Vehicle	Day	3	3	\$120.00	\$360.00	\$360.00
701-MOT Attenuator Truck/Energy Absorption Vehicle	Day		0	\$1,400.00		\$0.00
708-Channeling Devices - Cone	Day		0	\$5.00		\$0.00
712-MOT Support Vehicle	Day	3	3	\$75.00	\$225.00	\$225.00
2. Standard Penetration Test Borings(ASTM D-1586):						
478-Geo SPT Truck/Mud Bug 0-50 Ft	LF	570	570	\$12.40	\$7,068.00	\$7,068.00
479-Geo SPT Truck/Mud Bug 50-100 Ft	LF		0	\$15.00		\$0.00
480-Geo SPT Truck/Mud Bug 100-150 Ft	LF		0	\$19.50		\$0.00
4. Grout Boreholes: Truck/Mud Bug:						
440-Geo Grout Boreholes - Truck/Mud Bug 0-50 Ft	LF	570	570	\$5.00	\$2,850.00	\$2,850.00
441-Geo Grout Boreholes - Truck/Mud Bug 50-100 Ft	LF		0	\$6.00		\$0.00
442-Geo Grout Boreholes - Truck/Mud Bug 100-150 Ft	LF		0	\$8.00		\$0.00
8. Auger Borings(ASTM D-1452):						
401-Geo Auger Borings-H& & Truck/Mud Bug	LF		0	\$10.00		\$0.00
402-Geo Auger Borings-Track	LF		0	\$15.00		\$0.00
9. B/T/A and Crew:						
419-Geo Drilling Crew 2-Person	Hr	4	4	\$225.00	\$900.00	\$900.00
420-Geo Drilling Crew 3-Person	Hr		0	\$375.00		\$0.00
11. Field Permeability Tests:						
432-Geo Field Permeability 0-10 Ft Open-End Borehole Method	Ea.		0	\$275.00		\$0.00
13. Soil Probing/Wash Borings:						
a. - 2 person crew	Days		0			\$0.00
b. - 3 person crew	Days		0			\$0.00
14. Site Reconnaissance/Utility Coordination:						
a. - Engineer	hrs.		0	\$0.00		\$0.00
b. -Engineering Intern	hrs.		0	\$0.00		\$0.00
19. Pavement Cores:						
	Ea.		0	\$300.00		\$0.00
41. MOT-Law Officer/Trooper:						
	Hr	32	32	\$55.00	\$1,760.00	\$1,760.00
Totals for Field Exploration					\$14,063.00	\$14,063.00

**ATTACHMENT A - COMPUTATION OF GEOTECHNICAL COST
MISCELLANEOUS STRUCTURES
SR 528/SR 436 BRIDGE DECK REPLACEMENT
ORLANDO, FLORIDA**

Component/Unit Description	UNIT	MISC STRUCTURE	QTY	RATE	MISC STRUCTURE	TOTAL COST
II. LABORATORY TESTING:						
1. Visual Exam./Stratify(ASTM D-2488): -Senior Technician.	hrs.		0	\$0.00		\$0.00
2. Grain Size Analysis:						
822- Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Ea.		0	\$80.00		\$0.00
812 -Soils Material Finer then 200 Sieve FM 1-T011	Ea.	29	29	\$40.00	\$1,160.00	\$1,160.00
821-Soils Particle Size Anlys AASHTO T88 (Inc Hydrometer	Ea.		0	\$210.00		\$0.00
809-Hydrometer only (AASHTO T88):	Ea.		0	\$120.00		\$0.00
819-Soil Organic Content Ignition FM 1-T 267	Ea.	7	7	\$40.00	\$280.00	\$280.00
826-Soil Plastic Limit & Plasticity Index AASHTO T90	Ea.	7	7	\$80.00	\$560.00	\$560.00
811-Soil Liquid Limit AASHTO T89	Ea.		0	\$40.00		\$0.00
816-Soil Moisture Content Lab AASHTO-T265:	Ea.	14	14	\$15.00	\$210.00	\$210.00
823-Soils Permeability Constant Head AASHTO-T 215	Ea.		0	\$350.00		\$0.00
805-Soils Corrosion Series FM 5-550 through 5-553 (pH, Sulfate, Chloride, Resistivity)	Ea.	4	4	\$160.00	\$640.00	\$640.00
810-Soil Limerock Bearing Ratio FM5-515:	Ea.		0	\$300.00		\$0.00
Totals for Laboratory Testing					\$2,850.00	\$2,850.00
III. ENGINEERING AND TECHNICAL SERVICES:						
1. Project Manager	hrs.		30	\$201.31		\$6,039.30
2. Senior Engineer	hrs.		65	\$177.07		\$11,509.55
3. Senior Project Engineer	hrs.		79	\$160.51		\$12,680.29
4. Engineer:	hrs.			\$98.40		\$0.00
5. Engineer Intern	hrs.		37	\$85.95		\$3,180.15
6. Senior Engineering Technician	hrs.		19	\$77.89		\$1,479.91
7. Senior Designer	hrs.		38	\$83.03		\$3,155.14
8. Secretarial/Clerical:	hrs.		4	\$56.85		\$227.40
Totals for Engineering and Technical Services						\$38,271.74
Totals for all Services					\$16,913.00	\$16,913.00

Traffic Engineering Data Solutions, Inc.

Fee Sheet - Sub

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 528 / SR 436 Bridge Deck Replacement
 County: Orange
 FPN: CFX 528-130 (Contract Number 001135)
 FAP No.:

Consultant Name: Traffic Engineering Data Solutions, Inc.
 Consultant No.: 10833
 Date: 4/27/2016
 Estimator: Alex Mims

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer	Senior Engineer	Engineer	Sr. Designer	Engineering Intern	Secretary/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
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	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	241	24	24	121	72	0	0	0	0	0	0	0	0	241	\$10,283	\$42.67
24. Lighting Plans	134	13	13	66	42	0	0	0	0	0	0	0	0	134	\$5,696	\$42.51
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	217	11	11	65	65	65	0	0	0	0	0	0	0	217	\$7,915	\$36.48
34. Intelligent Transportation Systems Plans	226	11	11	79	79	46	0	0	0	0	0	0	0	226	\$8,458	\$37.47
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	818	59	59	331	258	111	0	0	0	0	0	0	0	818		
Total Staff Cost		\$4,255.08	\$3,201.34	\$12,730.26	\$8,303.48	\$2,872.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$32,362.84	\$39.56

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

SALARY RELATED COSTS:		\$32,362.84
OVERHEAD:	114.15%	\$36,942.18
OPERATING MARGIN:	12%	\$8,316.60
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:		\$143.16
SUBTOTAL ESTIMATED FEE:		\$77,764.78
Survey (Field)	0 4-man crew da \$ / day	\$0.00
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$77,764.78
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$77,764.78

TEDS Expense Summary

SR 436 over SR 528 Bridge Deck Replacement CFX Project No. 528-130

Expense Summary

- Travel Expenses for Field Visits
 - Assume two field visits will be required
 - Distance from TEDS Office to Site (one-way) = 41.1 miles
 - Fee: $2 \text{ trips} \times 82.2 \text{ mile} \times \$0.445 / \text{mile} = \$73.16$
- Paper for submittals
 - Assume 5 copies and 1 submittal of hard copies
 - Assume 35 ITS plan sheets (11x17) black and white
 - Rate: $11 \times 17 = \$0.20 / \text{sheet}$
 - Fee: $\$0.20 \times 5 \text{ copies} \times 35 \text{ sheets} \times 1 \text{ submittal} = \35.00
- Shipping of submittals
 - Assume 1 submittal of hard copies
 - Rate: \$35.00 per shipment
 - Fee: $1 \text{ submittal} \times \$35.00 = \$35.00$
- Total Expenses
 - Fee: $\$73.1688.78 + \$35.00 + \$35.00 = \143.16

Staff Hour Summary - TEDS

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number:

CFX 528-130 (Contract Number 001135)

Project Name: SR 528 / SR 436 Bridge Deck Replacem

FAP Number:

0

Date: 4/27/2016

Name of Consultant: Traffic Engineering Data Solutions, Inc.

WORK ACTIVITY	Hours from "Summary" sheet		EMPLOYEE CLASSIFICATION												TOTAL STAFF HOURS		ON CADD
	Firm	Total	Chief Engineer	Senior Engineer	Engineer	Sr. Designer	Engineering Intern	Admin	Staff Classi- fication 7	Staff Classi- fication 8	Staff Classi- fication 9	Staff Classi- fication 10	Staff Classi- fication 11	Staff Classi- fication 12	RANGE	PERCENT	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23. Lighting Analysis	241	24	24	121	72	0	0	0	0	0	0	0	0	0	241	265	
24. Lighting Plans	134	13	13	66	42	0	0	0	0	0	0	0	0	0	134	147	
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33. Intelligent Transportation Systems Analysis	217	11	11	65	65	65	0	0	0	0	0	0	0	217	239		
34. Intelligent Transportation Systems Plans	226	11	11	79	79	46	0	0	0	0	0	0	0	226	249		
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	818	59	59	331	258	111	0	0	0	0	0	0	0	818	900		

Staff Hour Summary - TEDS

Field Survey Estimate:

0 4-man crew days

FIRM TOTAL

818

900

Notes:

1. This worksheet provides the distribution of a firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 63 to 96 of this sheet.
3. Total Staff Hours (column O) may not match staff hours from Summary worksheet (column B) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns B and O match.
4. Formulas under "Total Staff Hours Range" (columns O & P) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number: CFX 528-130 (Contract Number 001135)

Project Name SR 528 / SR 436 Bridge Deck Replacem

FAP Number: 0

Date: 4/27/2016

Name of Consultant: Traffic Engineering Data Solutions, Inc.

Staff Hour Distribution Percentages - Firm Total

	Hours from Summary sheet Firm Total	Chief Engineer	Senior Engineer	Engineer	Sr. Designer	Engineering Intern	Admin	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	Total
3. Project General and Project Common Tasks	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
4. Roadway Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5. Roadway Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6a. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6b. Drainage Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits, Compliance & Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
20. Signing & Pavement Marking Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	241	10.0%	10.0%	50.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
24. Lighting Plans	134	10.0%	10.0%	49.0%	31.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
25. Landscape Architecture Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Architecture Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27. Survey (Field & Office Support)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LiDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	217	5.0%	5.0%	30.0%	30.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
34. Intelligent Transportation Systems Plans	226	5.0%	5.0%	35.0%	35.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

23. Lighting Analysis

Estimator:

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	0	0	0	N/A
23.2	Lighting Design Analysis Report	LS	1	68	68	redesign of underdeck design to LED for two bridges (36 hrs) + redesign of lighting for 4 overhead signs @ 8 hrs each
23.3	Aeronautical Evaluation	LS	0	0	0	assumes no impact to high mast lighting and no fixtures required on the new bridge structures
23.4	Voltage Drop Calculations	LS	1	24	24	voltage calcs for the underdecks to include the LED remote driver cabinet.
23.5	FDEP Coordination and Report	LS	0	0	0	
23.6	Reference and Master Design Files	LS	1	60	60	middle range - 45 hrs setup +.25 miles @ 60 hrs per mile = 60 hrs
23.7	Temporary Lighting	LS	1	16	16	Assuming no impacts to existing high mast lighting, impacting 4 overhead signs x 4 hrs
23.8	Design Documentation	LS	1	8	8	
23.9	Quantities	LS	1	8	8	based on 4 sheets * 2 hrs
23.10	Cost Estimate	LS	0	0	0	
23.11	Technical Special Provisions	LS	0	0	0	
23.12	Other Lighting Analysis	LS	0	0	0	
Lighting Analysis Technical Subtotal					184	
23.13	Field Reviews	LS	1	16	16	2 field reviews
23.14	Technical Meetings	LS	1	12	12	
23.15	Quality Assurance/Quality Control	LS	%	7%	13	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	9	
Lighting Analysis Nontechnical Subtotal					50	
23.18	Coordination	LS	%	3%	7	
23. Lighting Analysis Total					241	

23. Lighting Analysis

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
FDOT Lighting Design	EA	1	4	4		0
FDOT Traffic Design	EA	0	0	0		0
Power Company (service point coordination)	EA	1	4	4		0
Maintaining Agency (cities, counties)	EA	1	4	4		0
Airport authority	EA	0	0	0		0
FDEP Lighting (coast areas)	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				12	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
Total Meetings				12	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 23_L4

Carries to Tab 3

24. Lighting Plans

Estimator:

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	4	1	4	no map required
24.2	Summary of Pay Items Including Designer Interface (TRNS+Port) Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	1	12	1	12	on tab sheet required
24.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	on notes sheet
24.5	Pole Data, Legend and Criteria		Sheet	1	20	1	20	
24.6	Service Point Details		Sheet	1	8	1	8	
24.7	Project Layout		Sheet	1	6	1	6	
24.8	Plan Sheet		Sheet	2	3	2	6	
24.9	Special Details		Sheet	3	12	3	36	1) conduit routing under the bridge, 2) detail sheet for each LED driver cabinet x 2
24.10	Temporary Lighting Data and Details		Sheet	2	12	2	24	Assuming no impacts to existing high mast lighting, impacting 2 overhead sign structures
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	Assuming no impacts to existing high mast lighting
24.12	Interim Standards		LS	1	0		0	
Lighting Plans Technical Subtotal						13	120	
24.13	Quality Assurance/Quality Control		LS	%	7%		8	
24.14	Supervision		LS	%	5%		6	
24. Lighting Plans Total						13	134	

33. ITS Analysis

Estimator: Alex Mims - TEDS

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	8	8	Review existing documents related to current ITS System and Components. Including power and communication design of existing system.
33.2	Communications Plan Analysis	LS	1	16	16	Design communication system for relocation of impacted FON or devices. Also if new devices are required or desired for additional detection coverage.
33.3	Lightning Protection Analysis	Per Site	0	0	0	If required standard CFX details will be used.
33.4	Power Subsystem	LS	1	24	24	Design power system for relocated device sites, or any new sites required. Includes design of replacement electrical system if existing is impacted.
33.5	Voltage Drop Calculations	LS	1	2	2	Voltage drop for relocated device sites, or any new sites required. Includes design of replacement conductors if existing are impacted.
33.6	Design Documentation	LS	1	16	16	Document coordination with various agencies affected. Includes discussions with UAO that may be sharing FON duct bank.
33.7	Existing ITS System	LS	1	16	16	Review existing system and determine how to protect from proposed construction--pile driving, deconstruction of existing bridges, etc. Existing DCS antenna mounted to bridge being replaced.
33.8	Queue Analysis	PI	0	0	0	Not anticipated to be required for ITS system.
33.9	Reference and Master ITS Design File	PI	1	22	22	Establish Master Design File (Low Range) for a Single Interchange
33.10	Reference and Master Communications Design File	PI	1	16	16	Establish Master Communication File (Low Range) for a Single Interchange
33.11	Pole Elevation Analysis	LS	0	0	0	If new poles are required--use standard CFX structures.
33.12	Sign Panel Design Analysis	LS	0	0	0	No new static sign panels for ITS required (HAR, etc.)
33.13	Quantities	Sheet	10	3	30	10 ITS Plans Sheets (1"=50')
33.14	Cost Estimate	LS	1	12	12	4 Submittals - 1 Hrs for LRE and 2 Hrs for EOPC each
33.15	Technical Special Provisions	LS	0	0	0	No TSP expected outside of CFX specifications
33.16	Other ITS Analyses	LS	1	2	2	Coordinate with Lowering Device Manufacture to determine if replacement is required to accommodate new HD CCTV camera for CCTV 528-10.8
Intelligent Transportation Systems Analysis Technical Subtotal					164	

33. ITS Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	12	12	1 Field Reivew of existing conditions - 2 Staff Members @ 6 Hours (includes drive time)
33.18	Technical Meetings	LS	1	16	16	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	7%	11	Mid-Range for QA-QC of plans
33.20	Supervision	LS	%	5%	8	Low-Range for Supervision
Intelligent Transportation Systems Analysis Nontechnical Subtotal					47	
33.21	Coordination	LS	%	3%	6	Coordinate MOT and Strucutres with ITS device detection. Will need to relocate detectors (or adjust) for MOT phasing and temporary bridge.
33. Intelligent Transportation Systems Analysis Total					217	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	4	4	yes	0
Local Governments (cities, counties, MPO)	EA	2	4	8	no	0
Utility Owners	EA	0	0	0		0
Field Meetings	EA	1	4	4	no	0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				16	Subtotal Project Manager Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
Total Meetings				16	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 33.18

Carries to Tab 3

34. ITS Plans

Estimator: Alex Mims - TEDS

SR 528 / SR 436 Bridge Deck Replacement
CFX 528-130 (Contract Number 001135)

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet	N/A	Sheet	1	4	1	4	Component Set (No Key Map)
34.2	Summary of Pay Items-including Designer Interface (Trns-port) Input	N/A	Sheet	0	0	0	0	Component Set
34.3	Tabulation of Quantities	N/A	Sheet	1	8	1	8	One sheet expected.
34.4	General Notes/Pay Item Notes	N/A	Sheet	2	6	2	12	Mid-Range to modify standard general notes provided by CFX. ITS is typically at least two sheets.
34.5	Project Layout	TBD.	Sheet	1	4	1	4	Low-Range for Single Project Layout Sheet
34.6	Typical and Special Details	N/A	Sheet	5	4	5	20	Use CFX standards as starting point (Low-Range). Includes grounding, cabinet wiring, and installation details. Develop detail for replacement of lowering device to accommodate new HD CCTV camera, will be based on information gathered from lowering device manufacturer.
34.7	Plan Sheet	1'=50'	Sheet	10	6	10	60	Low-Range for 10 Plan Sheets (1"=50' scale for 1.25 miles)
34.8	ITS Communications Plans	N/A	Sheet	1	6	1	6	Mid-Range for preparing a network block diagram for local system--single sheet.
34.9	Fiber Optic Splice Diagrams	N/A	Sheet	5	4	5	20	Low-Range for four splicing sheets. Includes backbone splicing and drop fiber splicing/terminating as needed.
34.10	Lightning Protection Plans	N/A	Sheet	0	0	0	0	Included in special details, Use standard CFX details.
34.11	Cross Sections	TBD.	Sheet	0	0	0	0	
34.12	Guide Sign Worksheet(s)	N/A	Sheet	0	0	0	0	
34.13	Special Service Point Details	N/A	Sheet	1	4	1	4	No new power services are anticipated, but documenting existing components likely required (Low-Range).
34.14	Strain Pole Schedule	N/A	Sheet	0	0	0	0	
34.15	Overhead/Cantilever Sign Structure	N/A	Sheet	0	0	0	0	
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)	N/A	Sheet	0	0	0	0	
34.17	Traffic Control Plans	1' = 100'	Sheet	10	6	10	60	Maintenance of Fiber Operations and Temporary ITS Device Detection during MOT.
34.18	Interim Standards		Sheet	0	0	0	0	None anticipated for ITS. Use CFX standards and specifications.
34.19	GIS Data and Asset Management Requirements		LS	1	4	0	4	Provide GPS Coordinates for relocated or proposed device locations.
Intelligent Transportation System Plans Technical Subtotal						37	202	
34.20	Quality Assurance/Quality Control		LS	%	7%	37	14	
34.21	Supervision		LS	%	5%	37	10	
34. Intelligent Transportation System Plans Total						37	226	

WBQ Design and Engineering, Inc.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528 / SR 436 Bridge Deck Replacements
 County: Orange
 FPN: 528-130
 FAP No.: N/A

Consultant Name: WBQ Design & Engineering, Inc
 Consultant No.: Class 1
 Date: 4/18/2016
 Estimator: Dan Angel

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Staff Classification 2	Senior Utility Coordinator	Staff Classification 4	Staff Classification 5	Staff Classification 6	Contract Coordinator	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
		\$0.00	\$0.00	\$53.06	\$0.00	\$0.00	\$0.00	\$26.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	By Activity	Cost By Activity
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	142	0	0	128	0	0	0	14	0	0	0	0	0	142	\$7,166	\$50.47
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	142	0	0	128	0	0	0	14	0	0	0	0	0	142		
Total Staff Cost		\$0.00	\$0.00	\$6,791.68	\$0.00	\$0.00	\$0.00	\$374.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,166.18	\$50.47

Check = \$7,166.18

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS:		\$7,166.18
OVERHEAD:	182.49%	\$13,077.56
Subtotal:		\$20,243.74
Fixed Fee	11.1267%	\$2,252.46
FCCM (Facilities Capital Cost Money)	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
Survey (Field - if by Prime)	0	\$ - / day
SUBTOTAL ESTIMATED FEE:		\$22,496.20
Subconsultant Sub 12		\$0.00
SUBTOTAL ESTIMATED FEE:		\$22,496.20
Geotechnical Field and Lab Testing		\$0.00
SUBTOTAL ESTIMATED FEE:		\$22,496.20
Optional Services		\$0.00

Notes:

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

Project Activity 7: Utilities

Estimator: Dan Angel

SR 528 / SR 436 Bridge Deck Replacements
528-130

Representing	Print Name	Signature / Date
CFX		
WBQ Design & Engineering, Inc.	Dan Angel	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	4	4	1 attendee x 2 hour duration + 1 hour travel time + 1 hour meeting minutes = 4 hours
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	4	2	8	4 UAOs: AT&T Corporation, AT&T Florida, OUC Electric Engineering and City of Orlando Wastewater Bureau
7.3	Make Utility Contacts	LS	1	16	16	1 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs)
7.4	Exception Processing	LS	0	0	0	NA - None anticipated
7.5	Preliminary Utility Meeting	LS	1	6	6	1 hour meting prep. + 1 hour travel time + 2 hour duration + 2 hour minutes prep. = 6 hours
7.6	Individual/Field Meetings	LS	1	12	12	1 hour meting prep. + 1 hour travel time + 2 hour duration + 2 hour minutes prep. = 6 hours x 2 meetings
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	16	16	1 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs)
7.8	Subordination of Easements Coordination	LS	0	0	0	NA - None anticipated
7.9	Utility Design Meeting	LS	1	4	4	1 hour meting prep. + 1 hour travel time + 1 hour duration + 1 hour minutes prep. = 4 hours
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	16	16	1 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs)
7.11	Utility Coordination/Followup	LS	1	32	32	2 hour per UAO x 4 UAOs x 4 contacts (60%, 90%, 100% and Bid Docs)
7.12	Utility Constructability Review	LS	1	4	4	1 hour per UAO x 4 UAOs
7.13	Additional Utility Services	LS	0	0	0	NA - None anticipated
7.14	Processing Utility Work by Highway Contractor (JWHC)	LS	0	0	0	NA - None anticipated
7.15	Contract Plans to UAO(s)	LS	0	0	0	NA - None anticipated
7.16	Certification/Close-Out	LS	1	8	8	1 hour per UAO x 4 UAOs
7.17	Other Utilities	LS	1	16	16	Utility Conflict Matrix - Includes set-up and full plans review with an update of all conflicts and conflict resolutions at each plan submittal phase (60%, 90%, 100% and Bid Docs)
7. Utilities Total					142	

Project Activity 7: Utilities

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	1	4	4		1
Preliminary Meeting (see 7.5)	EA	1	6	6		0
Individual UAO Meetings (see 7.6)	EA	1	12	12		0
Field Meetings (see 7.6)	EA	0	0	0		0
Design Meeting (see 7.9)	EA	1	4	4		1
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	1	0	0		0
Total Meetings				26	Total Project Manager Meetings (carries to Tab 3)	2

Carries to Tab 3

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 528 / SR 436 Bridge Deck Replacements
 County: Orange
 FPN: CFX 528-130
 FAP No.: N/A

Consultant Name: WBQ Design & Engineering, Inc.
 Consultant No.: Class 2
 Date: 4/26/2016
 Estimator: D Williams

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Sr. Utility Coordinator	Sr. Surveyor & Mapper	Surveyor & Mapper	Survey Technician	Contract Coordinator	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	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)	241	0	36	48	157	0	0	0	0	0	0	0	0	241	\$7,478	\$31.03
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	241	0	36	48	157	0	0	0	0	0	0	0	0	241		
Total Staff Cost	\$0.00	\$1,997.28	\$1,680.00	\$3,800.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,478.25	\$31.03

Check = \$7,478.25

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS:			\$7,478.25
Total Multiplier	3.14		\$23,481.71
Survey (Field - if by Prime)	41	4-man crew	
		10 hr days @ \$ 2,135.60 / day	\$87,559.60
SUBTOTAL ESTIMATED FEE:			\$111,041.31
Subconsulta Enter Name Sub 1			\$0.00
Subconsulta Sub 2			\$0.00
SUBTOTAL ESTIMATED FEE:			\$111,041.31
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$111,041.31
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$111,041.31

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

27. Survey

Estimator: D. Williams
Staff Hours

SR 528 / SR 436 Bridge Deck Replacements
CFX 528-130

4/25/2016 rev2

Representing	Print Name	Signature / Date
CFX	Vance Carper	
WBQ	Danny Williams	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control									Research, Recon, Recover and Establish Project Horizontal Control. Will Utilize AAF Control Map as Prepared By AMEC Foster Wheeler to maintain harmony with adjacent projects. (4000' of SR 528; 2000' of SR 436 SB; 2000' of NB 436). Includes office time to develop CTL sheets for plan set
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	3.00	1.67	5.00	0.50	2.50	5.00	25.00	
27.2	Vertical PC / Bench Line									Research, Recon, Recover and Establish Project Vertical Control. Will Utilize AAF Control Map as Prepared By AMEC Foster Wheeler to maintain harmony with adjacent projects
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	3.00	0.75	2.25	0.50	1.13	4.00	9.00	
27.3	Alignment and Existing R/W									Research Recover and develop Right of Way file
		Mile	3.00	1.75	5.25	1.50	7.88	5.00	26.25	
27.4	Aerial Targets			Units/Day						N/A
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						N/A
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									Develop topographic 3D DTM of project limits. (4000' of SR 528; 2000' of SR 436 SB; 2000' of NB 436)
		Mile	2.00	6.00	12.00	0.50	6.00	4.00	48.00	
27.7	Planimetric (2D)									N/A
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-									N/A
		Mile			0.00		0.00		0.00	
27.9	Side Street Surveys									N/A
		Mile			0.00		0.00		0.00	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									N/A
	Designates	Mile/Site			0.00		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey		0%	0.00	0.00		0.00		0.00	
27.11	Outfall Survey									N/A
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						Drainage Structures in Project Limits. Assume 20 structures
		EA	20.00	16.00	1.25	0.50	0.63	4.00	5.00	
27.13	Bridge Survey									3 bridges to survey as directed by EOR. southbound S.R. 436 bridge over S.R. 528, the southbound S.R. 436 bridge over Ramp M and the northbound S.R. 436 bridge over S.R. 528.
	Minor / Major	EA	3.00	3.00	9.00	0.50		6.00	54.00	
27.14	Channel Survey									N/A
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									N/A
		EA			0.00		0.00		0.00	
27.16	Mitigation Survey									N/A
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									N/A
		Mile			0.00		0.00		0.00	
27.18	Geotechnical Support			Units/Day						assume 50 geotech holes to be surveyed
		EA	50	25	2.00	0.50	1.00	4.00	8.00	
27.19	Sectional / Grant Survey									N/A
		Corner			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									N/A
		Block			0.00		0.00		0.00	
27.21	Maintained R/W									N/A
		Mile			0.00		0.00		0.00	
27.22	Boundary Survey									N/A
		EA			0.00		0.00		0.00	
27.23	Water Boundary Survey									N/A
		EA			0.00		0.00		0.00	
27.24	R/W Staking / R/W Line									N/A
		EA			0.00		0.00		0.00	
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									N/A
		Point			0.00		0.00		0.00	
27.26	Line Cutting									N/A
		Mile			0.00					

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.27	Work Zone Safety		37	0.125	4.63					As required to maintain safe work zone
27.28	Miscellaneous Surveys				0.00		0.00		0.00	N/A
Survey Subtotal					41	Field Support Hours	19	Office Support Hours	175	
27.29	Supplemental Surveys			10	0		0		0	N/A
27.30	Document Research	Units	6.00						6	Research Review AAF R/W and Control information
27.31	Field Reviews	Units	6.00						6	2 field reviews
27.32	Technical Meetings	LS	10.00						10	meetings as required for coordination and approvals
27.33	Quality Assurance / Quality Control	LS						5%	9	
27.34	Supervision	LS						5%	11	
27.35	Coordination	LS						3%	5	
27. Survey Total					41	Field Support Hours	19	Office Support Hours	222	

SPLS =
 PLS =
 Office Support =
 Total Hours = 241

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	1	2	2		0
Baseline Approval Review	EA	0	0	0		0
Network Control Review	EA	0	0	0		0
Vertical Control Review	EA	0	0	0		0
Local Governments (cities, counties)	EA	0	0	0		0
Final Submittal Review	EA	0	0	0		0
Other Meetings	EA	3	2	6		0
Subtotal Technical Meetings				8	Subtotal PM Meetings	0
Progress Meetings (if required by FDOT)	EA	0	0	0	**	--
Phase Review Meetings	EA	1	2	2	**	--
Total Meetings				10	Total PM Mtgs (carries to Tab 3)	0

Carries to 27.32

Carries to Tab 3

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

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

ORGANIZATION CHART

FIRM INDEX	
1-TYLI	
2-WBQ	
3-NES	
4-TEDS	

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY
Glenn Pressimone, PE
Director of Engineering

MANAGEMENT TEAM

PRINCIPAL-IN-CHARGE
James Moreno, PE¹

ORLANDO OPERATIONS MANAGER
Jennifer Lewis, PE¹

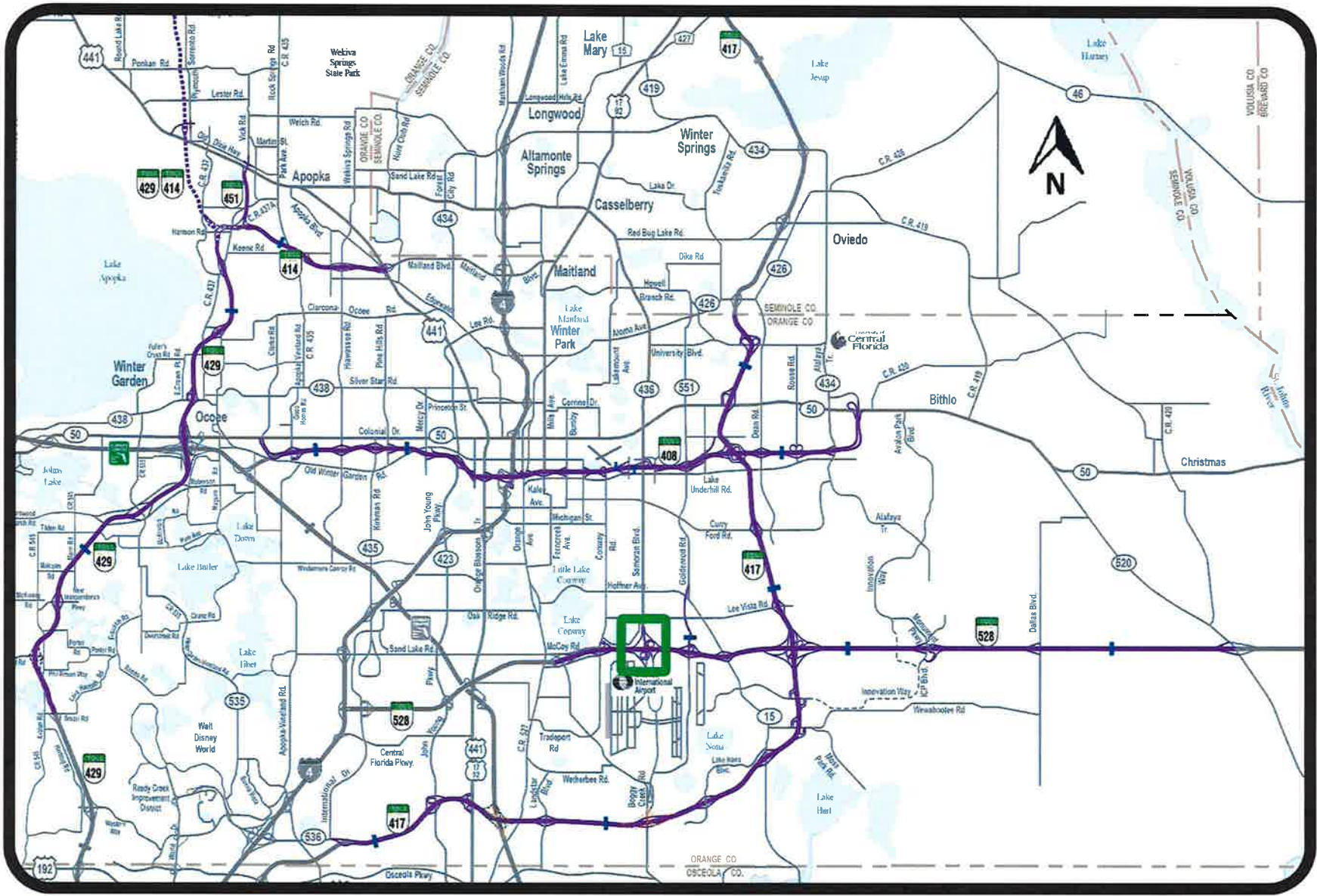
PROJECT MANAGER
Xavier Arroyo, PE¹

TECHNICAL ADVISOR
Boon Chong, PE¹



EXHIBIT E

PROJECT LOCATION MAP

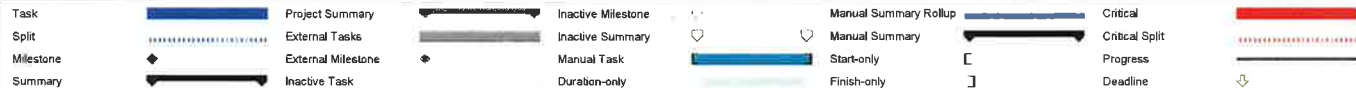
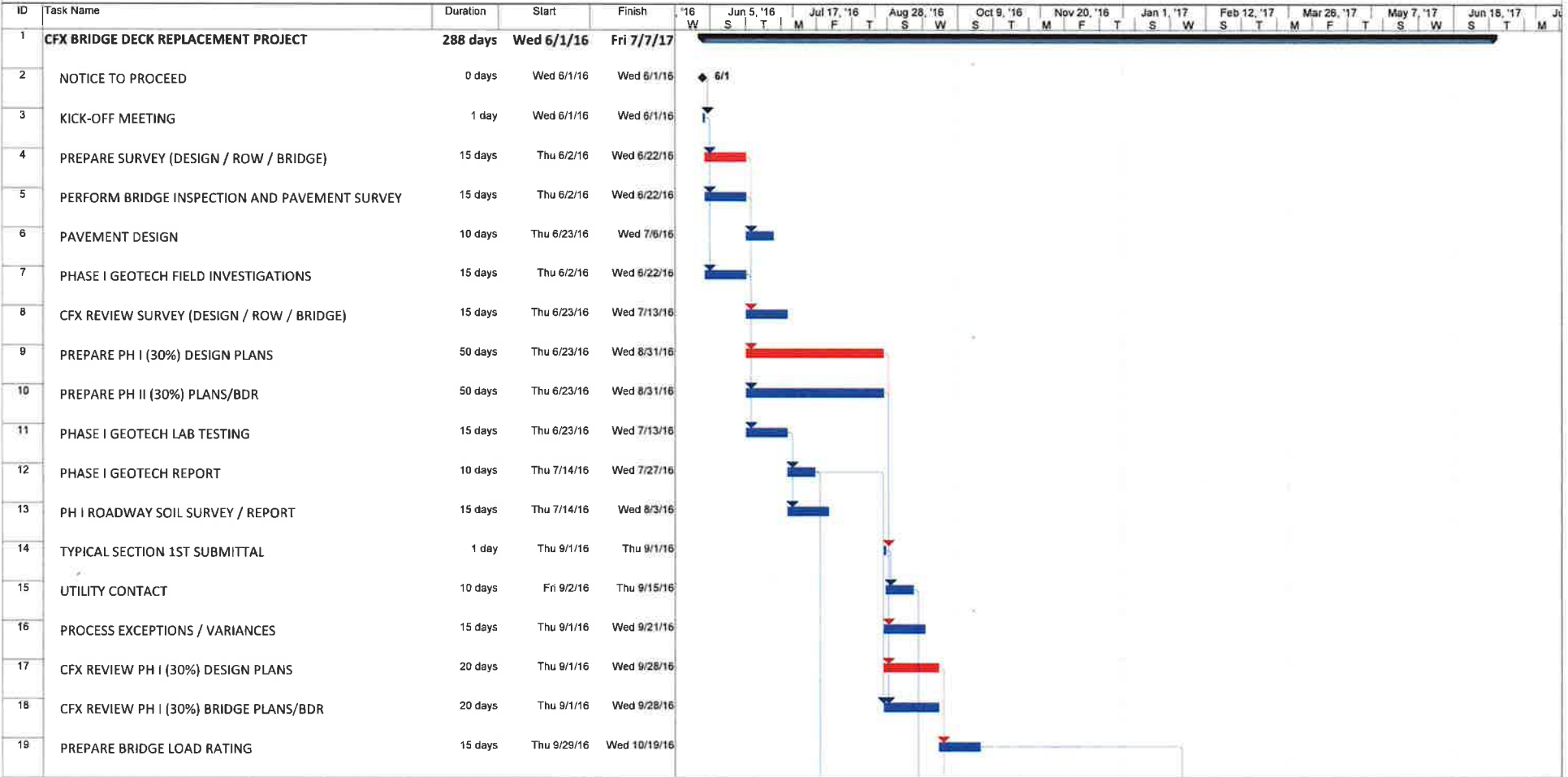


Project Location Map for
 S.R. 528 / S.R. 436 Bridge Deck Replacement (528-130)

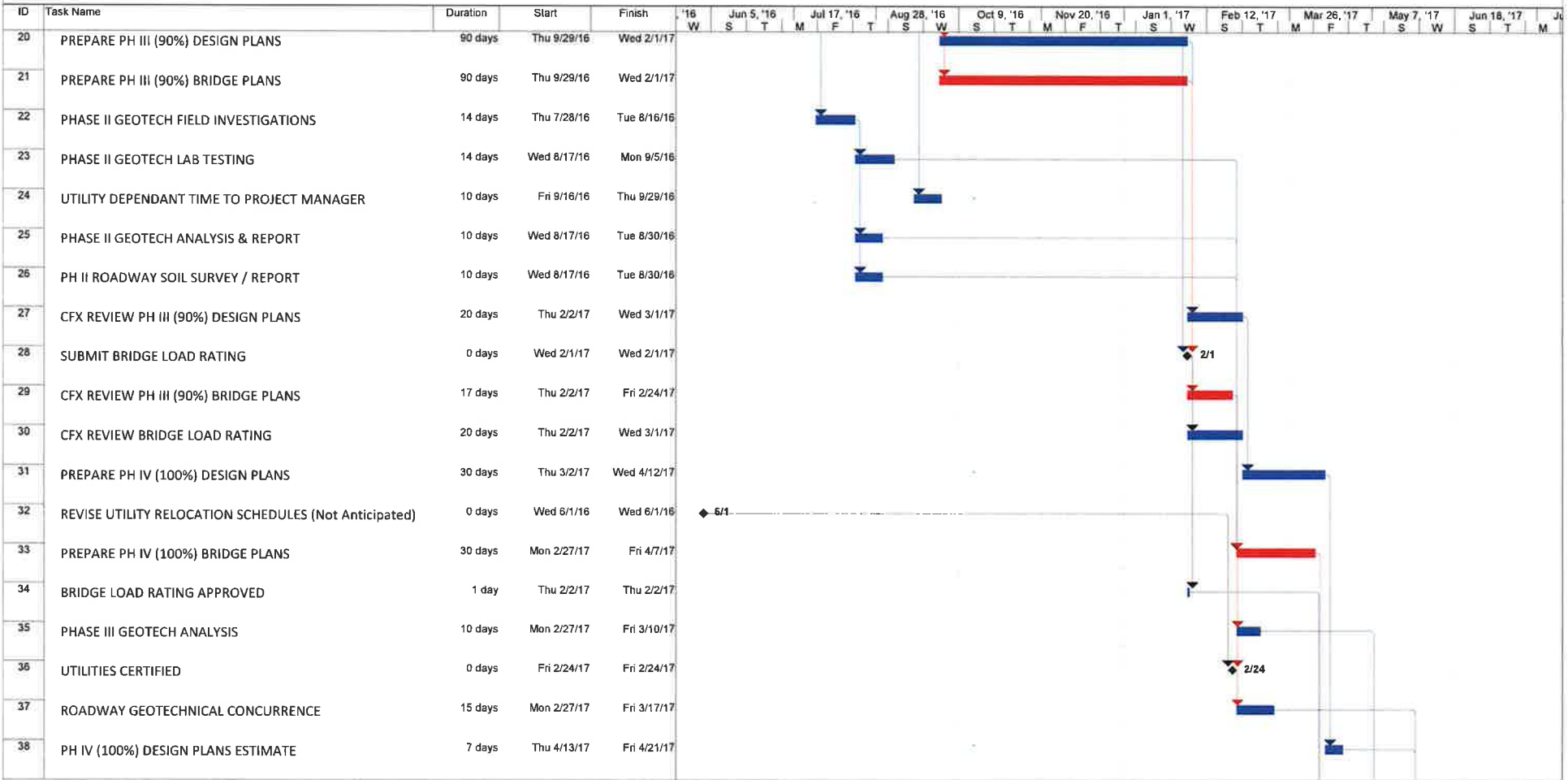
EXHIBIT F

SCHEDULE

SR 436 OVER SR 528 BRIDGE
Schedule



SR 436 OVER SR 528 BRIDGE
Schedule



Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Critical	
Split		External Tasks		Inactive Summary		Manual Summary		Critical Split	
Milestone		External Milestone		Manual Task		Start-only		Progress	
Summary		Inactive Task		Duration-only		Finish-only		Deadline	

SR 436 OVER SR 528 BRIDGE
Schedule

ID	Task Name	Duration	Start	Finish	'16	Jun 5, '16	Jul 17, '16	Aug 28, '16	Oct 9, '16	Nov 20, '16	Jan 1, '17	Feb 12, '17	Mar 26, '17	May 7, '17	Jun 18, '17	Jul						
					W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M
39	CFX REVIEW PH IV (100%) DESIGN PLANS	20 days	Mon 4/10/17	Fri 5/5/17																		
40	CFX REVIEW PH IV (100%) BRIDGE PLANS	20 days	Mon 4/10/17	Fri 5/5/17																		
41	BRIDGE GEOTECHNICAL CONCURRENCE	15 days	Mon 5/8/17	Fri 5/26/17																		
42	PREPARE/SUBMIT PRE-BID PLAN SET	15 days	Mon 5/29/17	Fri 6/16/17																		
43	PREPARE/SUBMIT BID SET TO CFX	15 days	Mon 6/19/17	Fri 7/7/17																		

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Critical	
Split		External Tasks		Inactive Summary		Manual Summary		Critical Split	
Milestone		External Milestone		Manual Task		Start-only		Progress	
Summary		Inactive Task		Duration-only		Finish-only		Deadline	


CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

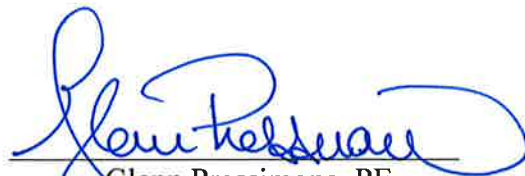
DATE: April 26, 2016


SUBJECT: Southbound SR 417 to Westbound SR 528 Ramp Realignment
Option and Sales Agreement
Project 599-126, Contract No. 001206

Board authorization is requested for CFX to enter into an Option and Sale Agreement with Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK to offset wetland impacts (as determined by the St. Johns River Water Management District and the U.S Army Corps of Engineers) associated with the Southbound SR 417 to Westbound SR 528 Ramp Realignment, Project 599-126.

This Agreement contemplates the purchase of 1.54 State UMAM Freshwater Wetland Credits and 1.962 Federal WRAP Palustrine Credits by CFX for a total cost payable to Holland Properties, Inc., in the amount of Two Hundred Seven Thousand Nine Hundred dollars and no cents (\$207,900.00).

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



OPTION AND SALES AGREEMENT

This Option and Sales Agreement (hereinafter "Agreement") is entered into this 9th day of February, 2016, by and among **Holland Properties, Inc., a Florida corporation d/b/a TM-ECON MITIGATION BANK**, (hereinafter "Mitigation Bank"), whose address is P.O. Box 770308, Winter Garden, Florida, 34777-7308 and **Central Florida Expressway Authority** (hereinafter "Buyer"), whose address is 4974 ORL Tower Rd., Orlando, FL 32807.

WHEREAS, Buyer is in the process of permitting a project known as Southbound SR 417 to Westbound SR 528 ramp Realignment, **SJRWMD Permit # IND-095-20358-29 and ACOE Permit # (Pending)** and

WHEREAS, as part of the environmental permitting process (hereinafter "Permit") involving the St Johns River Water Management District (hereinafter "District"), the U. S. Army Corps of Engineers (hereinafter "ACOE") it is anticipated that the referenced governmental agencies will impose a requirement as a condition to granting the Permits that certain mitigation efforts be undertaken with respect to impacted wetlands and certain mitigation credits be purchased to satisfy the Permits; and

WHEREAS, Mitigation Bank is a mitigation bank with freshwater UMAM mitigation credits (hereinafter individually referred to as "Credit" or collectively referred to as "Credits") under SJRWMD Permit No. 4-095-84310-7 and ACOE Instrument No. 200107089 (IP-TB); and

WHEREAS, Mitigation Bank desires to sell Credits to Buyer for the purpose of meeting their needs, and

WHEREAS, the feasibility of using the Mitigation Bank and the number of Credits needed by Buyer has tentatively been determined by Buyer, and

WHEREAS, Mitigation Bank is entitled to convey Credits to Buyer under St. Johns River Water Management District Permit No. 4-095-84310-7 (hereinafter "ERP") and U.S. Army Corps of Engineers (hereinafter "ACOE") Instrument No. 2001-07089 (IP-TB); and

WHEREAS, to exercise the Option, as defined herein, Mitigation Bank requires the Buyer to deposit the full purchase price with owner's agent, James L. Clark (hereinafter "Owner's Agent"), whose address is P. O. Box 885, Windermere, FL 34786, within 15 days from the date of the issuance of the Permits.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein and Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is agreed:

1. **Whereas Clauses.** The recitals set forth in the Whereas Clauses herein are material components to this Agreement and are incorporated hereby by this reference.
2. **Option Period.** This option to purchase ("Option") shall commence upon the signing of this Agreement and expire on August 9, 2016 ("Option Period"). This Agreement shall be void unless Buyer fully executes and delivers the Agreement to Owner's Agent together with the Deposit as required herein by March 1, 2016.
3. **Option Payment.** No Option Payment is required for this Agreement.
4. **Agreement to Sell** Mitigation Bank does hereby agree to sell to Buyer upon issuance of the Permits **One and Fifty Four/Hundreds (1.54) State UMAM Freshwater Wetland Credits** and **One and Nine Hundred Sixty Two/Hundreds (1.962) Federal WRAP Palustrine Credits** under the terms and conditions set forth herein.
5. **Purchase Price.** The purchase price to be paid by Buyer to Mitigation Bank for the Credits shall be **Two Hundred Seven Thousand Nine Hundred** and No/100ths Dollars (**\$207,900.00**) ("Purchase Price").
6. **Exercise of Option.** Within fifteen (15) days from the date of receipt of the Permits Buyer shall deposit the Purchase Price with Owner's Agent together with a copy of the ACOE Permit Letter. If paying with a check the check shall be made in favor of "Holland Properties, Inc.". The Mitigation Bank shall then immediately advise the District and ACOE that the terms and conditions of this Agreement have been completed by the Buyer.
7. **Notices:** Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, hand delivered or deposited into a recognized overnight courier service to the parties hereto at the following addresses:

MITIGATION BANK: **TM-ECON MITIGATION BANK**
ATTN: R. S. Holland
Post Office Box 770308
Winter Garden, Florida 34777-7308

With a copy to: **Swann, Hadley, Stump, Dietrich & Spears P.A.**
ATTN: Ralph V. Hadley, III, Esquire

1031 West Morse Boulevard, Suite 350
Winter Park, Florida 32789
407-647-2777 (telephone)
407-647-2159 (fax)

FOR MAIL USE THE FOLLOWING ADDRESS:
P. O. Box 1961
Winter Park, Florida 32790-1961

OWNER'S AGENT:

James L. Clark, SCV
P.O. Box 885
Windermere, FL 34786
407-876-2755 (telephone)
407-876-5284 (fax)

BUYER:

Central Florida Expressway Authority
Joseph A. Berenis, P.E., Chief of Infrastructure
4974 ORL Tower Rd.
Orlando, FL 32807

_____ (telephone)
_____ (fax)

With a copy to:

Atkins Global, Inc.
Michael S. Ray
482 S. Keller Rd.
Orlando, FL, 32810

407/806-4344 (telephone)
407/806-4500 (fax)

Notices will be deemed received when delivered if hand delivered or sent via a recognized overnight courier service or 3 days after depositing same in the U.S. Mail if sent via registered or certified mail.

8. Attorneys' Fees/Venue. If any suit or action shall be instituted to enforce or to interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and reasonable attorneys' fees expended as part of such suit,

action, or appeal and venue of any such action shall be in the Ninth Judicial Circuit Court, Orange County, Florida.

9. **Severability.** If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

10. **Binding Effect.** The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and assigns of the parties hereto.

11 **Typewritten or Handwritten Provisions.** Handwritten or typewritten provisions inserted into this Agreement initialed by all parties shall control over the typewritten provisions in conflict therewith.

12. **Captions.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument.

14. **Facsimile Signatures.** Facsimile signatures of this Agreement shall be deemed binding on all parties.

15. **Effective Date of this Agreement.** The effective date of this Agreement shall be the date this Agreement is last executed by either Buyer or Mitigation Bank ("Effective Date").

16. **Governing Law; Venue.** The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement, shall lie in Orange County, Florida.

17. **Amendments.** This Agreement may not be amended except by written agreement signed by all of the parties.

18. **Assignment.** Buyer shall not have the right to assign this Agreement.

19. **Waiver.** No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

MITIGATION BANK :

TM-ECON MITIGATION BANK



By: _____
**James L Clark, Authorized Agent
for, TM-Econ Mitigation Bank and
Holland Properties, Inc.**

Executed: February 9, 2016

**BUYER:
Central Florida Expressway Authority**

By: _____
Joseph A. Berenis, P. E.

Its: Chief of Infrastructure

Executed: _____, 2016


CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

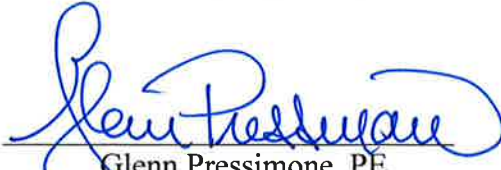
DATE: April 26, 2016

SUBJECT: SR 408 Widening, Good Homes Road to Hiawassee Road
Mitigation Credit Purchase and Sale Agreement
Project 408-127, Contract No. 001205

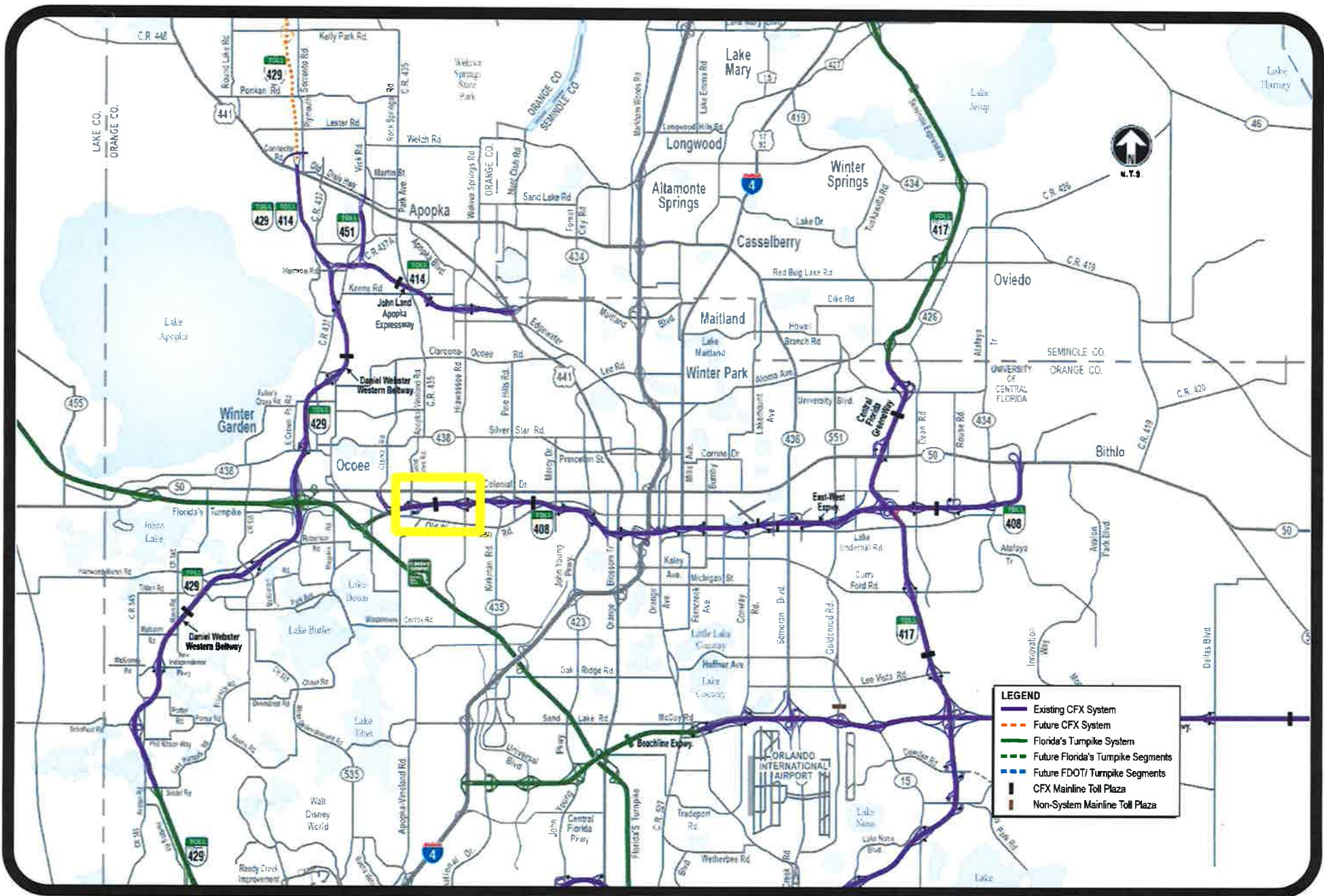
Board authorization is requested for CFX to enter into a Mitigation Credit Purchase and Sale Agreement with the Blackwater Creek Mitigation Bank to offset wetland impacts (as determined by the St. Johns River Water Management District) associated with the widening of SR 408 between Good Homes Road and Hiawassee Road, Project 408-127.

This Agreement contemplates the purchase of 0.5 Freshwater Herbaceous Mitigation Credits by CFX for a total cost payable to Blackwater Creek Mitigation Bank in the amount of Fifty-five Thousand dollars and no cents (\$55,000.00).

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 408 Widening, Good Home Road to Hiawassee Road (408-127)

BLACKWATER CREEK MITIGATION BANK
MITIGATION CREDIT PURCHASE AND SALE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND SALE AGREEMENT ("Agreement") is made on this _____ day of _____ 2016, by and between Blackwater Creek Wetlands Mitigation, LLC ("BWC") and Central Florida Expressway Authority ("Purchaser").

WITNESSETH

WHEREAS, BWC has obtained Mitigation Bank Permit No. 4-069-92314-1 from the St. Johns River Water Management District ("SJRWMD") and Permit No. SAJ-2004-11053 from the U.S. Army Corps of Engineers ("ACOE") to construct, operate, manage, and maintain the Blackwater Creek Mitigation Bank ("Mitigation Bank"), and to transfer credits from the Mitigation Bank ("Mitigation Credits") to satisfy the mitigation requirements of third parties; and

WHEREAS, Purchaser is in the process of obtaining (for the project known as **SR 408 Widening-Good Homes Road to Hiawassee**), Permit No. **20358-30** from the St. Johns River Water Management District ("SJRWMD") to impact wetlands under the agency's regulatory jurisdiction, and which permits will require the Purchaser to provide mitigation. The Permit Application Number shall be referred to as "Purchaser's Permit" and the SJRWMD shall be referred to as "Agency".

WHEREAS, the Purchaser is in the process of obtaining Agency approval or the Agency has approved the use of Mitigation Credits from the Mitigation Bank to fulfill the mitigation requirements of Purchaser's Permit;

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price.

BWC hereby agrees to allocate and sell to Purchaser 0.5 Freshwater Herbaceous Mitigation Credits from the Mitigation Bank to fulfill specific mitigation requirements of the Purchaser's Permit in consideration of Purchaser's agreement to pay a total sum of Fifty-five Thousand dollars and no cents (\$55,000.00), at a prorated purchase price of One Hundred Ten Thousand dollars and no cents (\$110,000.00) per credit based upon final permitting agency requirements, ("Purchase Price"), payable in U.S. dollars in cash or immediately available funds, subject to the terms herein.

2. BWC's Obligations under this Agreement.

a. BWC shall cooperate with the Purchaser and with Agency and other applicable regulatory agencies to facilitate approval of the transfer of the Mitigation Credits to the Purchaser to fulfill the pertinent mitigation requirements of Purchaser's Permits.

b. Upon payment of the full Purchase Price due hereunder, BWC shall assume legal responsibility for fulfilling the pertinent mitigation requirements of Purchaser's Permits consistent with the terms and conditions of its SJRWMD and ACOE Mitigation Bank Permit. Except as provided in Paragraph 3 below, BWC bears no responsibility or obligation relating to Purchaser's efforts to secure its necessary construction permits.

3. Credit Purchase Conditioned on Agency Approval of Use of Mitigation Credits as Mitigation.

Purchase of the Mitigation Credits under this Agreement is conditioned on the Purchaser obtaining the approval of the Agency for the use of the Mitigation Credits to fulfill the mitigation requirements of Purchaser's Permit.

4. Withdrawal of Credits.

a. Upon Purchaser providing to BWC copies of the Purchaser's Permit, BWC shall submit a request to the SJRWMD to withdraw and transfer mitigation credits as appropriate pursuant to the Mitigation Credit withdrawal process established in the BWC's SJRWMD Mitigation Bank Permit.

b. After obtaining approval of the Mitigation Credit withdrawal and transfer consistent with the provisions the SJRWMD Mitigation Bank Permit and USACE Mitigation Bank Permit, BWC, at closing, shall provide to the Purchaser a Certificate to evidence the transfer of the Mitigation Credits from BWC to the Purchaser ("Mitigation Credit Certificate").

5. Transfer of Credits to Purchaser.

The closing of the sale of the Mitigation Bank Credits to the Purchaser and Purchaser's Payment of the Purchase Price to BWC shall take place prior of BWC's receipt of approval of the Mitigation Credit withdrawal, unless extended by other provisions of this Agreement. All payments shall be paid to the account of Blackwater Creek Wetlands Mitigation, LLC. Payment shall be forwarded to Blackwater Creek Wetlands Mitigation, LLC, 10097 Cleary Boulevard Suite #303, Plantation, FL 33324. At the closing of the sale, Purchaser shall deliver to BWC the payment due, and BWC shall deliver to Purchaser a Mitigation Credit Certificate.

6. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

7. Applicable Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

8. Notices.

All notices required or remitted by the Agreement shall be in writing and shall be sent by Certified or Registered Mail, by national overnight courier service, or hand-delivered to the address below. Notices shall be deemed delivered and given when mailed, if mailed; or upon receipt, if delivered by hand or by courier.

Notice to BWC sent to: Blackwater Creek Wetlands Mitigation, LLC
Attn: Stephen M. Collins, Authorized Agent
10097 Cleary Boulevard Suite #303
Plantation, FL 33324

With copy to : Environmental Resource Marketing
Attn : Sheri F. Lewin
614 East Highway 50, Suite 323
Clermont, FL 34711

Notice to Purchaser sent to: Central Florida Expressway Authority
Attn: Joseph Berenis
4974 ORL Tower Rd.
Orlando, Florida 32807

With copy to : Atkins
Attn: Michael Ray
482 South Keller Road
Orlando, Florida 32810

No Third Party Beneficiaries.

This Agreement does not confer any benefits to persons or entities whom are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

10. Remedies.

Purchaser's failure to pay the full Purchase Price due under this Agreement and provide the Purchaser's Permits shall constitute the Purchaser's default of this Agreement. In the event of Purchaser's default hereunder, BWC shall be entitled to terminate the Agreement and retain all Mitigation Credits reserved or withdrawn on *Purchaser's* behalf. If BWC defaults hereunder, Purchaser's sole remedy shall be to terminate this Agreement and obtain any Purchase Price paid. The parties agree and

acknowledge that the SJRWMD and ACOE have exclusive jurisdiction to enforce BWC's compliance with the terms and conditions of their respective permits authorizing the Mitigation Bank, and Purchaser agrees it shall not be entitled to sue BWC, and hereby covenants not to sue BWC, to enforce compliance with the terms and conditions of the SJRWMD and ACOE Permits.

11. Disputes.

In connection with any legal proceeding between BWC and Purchaser brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' and paralegals' fees incurred by said prevailing party in such proceedings, including all costs, expenses, and reasonable attorneys' and paralegals' fees incurred on appeal, in administrative proceedings or in any arbitration.

12. Brokers.

Purchaser and BWC represent to each other that neither they nor anyone on their behalf has dealt with or consulted with any broker, agent, or other person in connection with this matter, and that no commission or finder's fee will be payable as a result of the execution of this Agreement or the consummation of the transaction contemplated hereby. In the event a broker, agent, or other person claims to have dealt with one of the parties contrary to the foregoing representation, the party with whom the broker, agent, or other person claims to have dealt or consulted agrees to indemnify and hold the other party harmless against any such claims or demands, including reasonable attorneys' fees and costs incurred by such other party.

13. Construction.

This Agreement shall not be construed more strictly against one party than the other by virtue of the fact that it was prepared by counsel for one of the parties.

14. Interpretation.

In the interpretation of this Agreement, a single number includes the plural, the words "person" and "party" include corporations, partnerships, firms or associations whenever the context so requires. Captions of paragraphs and sections are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify or amplify or limit the scope or content of the interpretation, construction or meaning of the provisions of this Agreement.

15. Confidentiality.

The terms of this Agreement are confidential and may not be disclosed to third parties except as provided by law or with the written permission of BWC and Purchaser.

16. Waiver of Jury Trial.

The parties knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) relating to this Agreement.

17. Entire Agreement.

The terms and conditions of this Agreement constitute the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended, modified or altered only by the written agreement of the parties. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates written below their signatures. Signed, sealed and delivered:

WITNESS:

PURCHASER:

By: CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

Name: Joseph Berenis, Chief of
Infrastructure

Print Name: _____

Date: _____

Print Name: _____

WITNESS:

BLACKWATER CREEK WETLANDS
MITIGATION, LLC

Print Name: _____

Stephen M. Collins, Authorized Agent

Date: _____


CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: April 26, 2016



SUBJECT: Authorization to Advertise for
Letters of Interest for Design Consultant Services
S.R. 528 / Northeast Connector Expressway Extension Study
Contract No. 001209

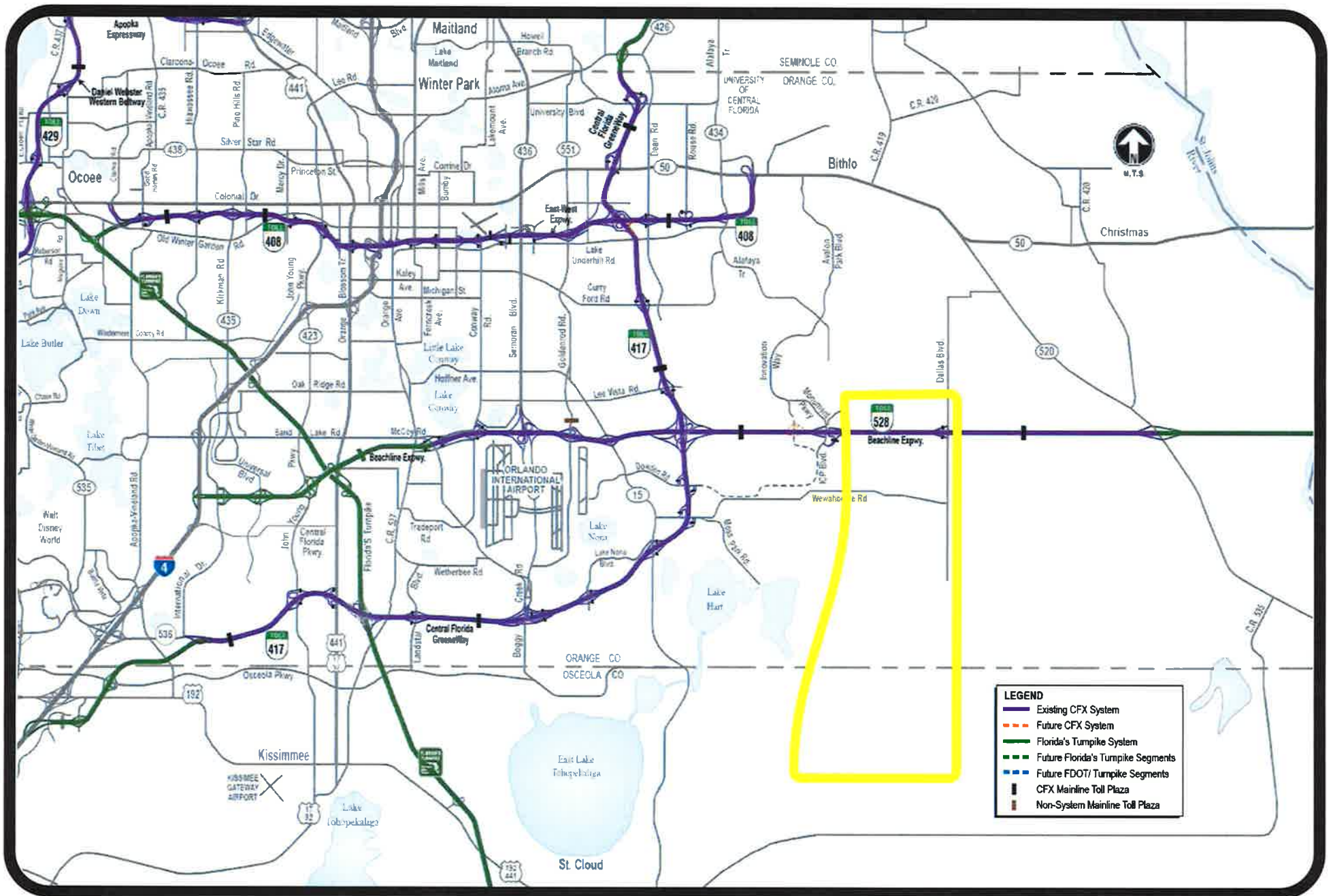
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide design consultant services for the Northeast Connector Expressway Extension Study to S.R. 528. As a condition of the Contract of Sale and Purchase agreement (pertaining to acquisition of the S.R. 528 Super-Corridor for All Aboard Florida) between CFX, Suburban Land Reserve, Inc. and Farmland Reserve, Inc. dated November 11, 2013, CFX is obligated to perform a concept and feasibility study to examine the potential for a tolled north / south connection between S.R. 528 and the Northeast District Connector in Osceola County. The study area consists of approximately an 8 mile corridor between Orange and Osceola County.

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 included in the FY 2017 - 2021 Five-Year Work Plan.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering 



Project Location Map for
S.R. 528 / Northeast Connector Expressway Extension Study


CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Authorization to Advertise for
Letters of Interest for Miscellaneous Design Consultant Services (SSBE)
Contract Nos. 001207 and 001208

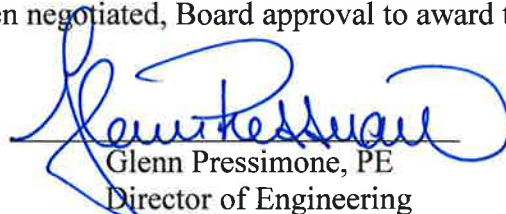
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide Miscellaneous Design Consultant Services. CFX currently has two (2) Miscellaneous Design Consultant Services contracts that will expire in December of 2016. The anticipated volume of miscellaneous design work within the Five-Year Work Plan necessitates the need to replace these expiring contracts.

Services provided under the contracts will be on an as-needed basis for capital projects in support of the Five-Year Work Plan and will include preparation of plans and specifications for various roadway, bridge and toll plaza projects as identified and authorized by CFX staff.

Since the inception of Miscellaneous Design Consultant Services contracts at CFX in 2011, the Small Sustainable Business Enterprise (SSBE) program has been utilized for these services. Companies that qualify and are registered for SSBE status with CFX are typically small to medium sized professional engineering firms. Projects associated with the Miscellaneous Design Consultant Services are often smaller design efforts that typically require reduced plans production schedules. Only those firms registered with CFX for SSBE status will be eligible to participate.

A final ranking of shortlisted firms will be presented to the Board for approval and authorization to enter into fee negotiations in ranked order with the two firms ranked highest. Once the final costs have been negotiated, Board approval to award the contracts will be requested.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



4974 ORL TOWER RD. ORLANDO, FL 32807 | PHONE: (407) 690-5000 | FAX: (407) 690-5011

CONSENT AGENDA ITEM

#13

MEMORANDUM

TO: CFX Board Members

FROM: Jeff Tecau, Protiviti

DATE: April 28, 2016

SUBJECT: Internal Audit Reports



Attached, please find the following Internal Audit reports as reviewed and accepted by the Audit Committee on April 27, 2016.

- A. Prior Audit Recommendations Follow-Up
- B. Toll Revenue Audit
- C. Right of Way Audit

Reviewed by:



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, CFO

DATE: April 27, 2016

SUBJECT: Prior Audit Recommendations Follow-Up

Attached is the Prior Audit Recommendations Follow-Up as of January 15, 2016, which was presented to the Audit Committee on April 27, 2016. Staff provided an update to the committee on the past due items as of April 27, 2016. Six of the 13 identified items had been completed. Provided below is a summary of the updated information staff presented to the committee.

- 2010 Contracts Audit – This is a finding that would have been implemented once we went to the Centralized Customer Service Center. We are now on track to implement this in the next year.
- 2013 Toll Revenue Audit – This finding is being implemented in connection with the Toll System Replacement Project. It will be implemented by the revised due date.
- 2014 Maintenance and Safety Plan – This item is past due because of the change in Director of Maintenance. This finding will be completed by the revised due date.
- 2015 Intelligent Transportation Security (ITS) Systems Security Review – One of these findings has been completed and the three remaining items are on track to be finished by their revised due dates.
- 2015 Back Office Customer Call Center Review – All three items have been completed.
- 2015 COSO Framework Governance Review – One finding has been completed and the other is being worked on.
- 2016 Contracts Audit – The past due item has been completed.

Executive Summary
Recommendations Summary
2010 Contracts Audit
2013 Toll Revenue Audit
2014 Maintenance & Safety Plan Audit
2015 Intelligent Transportation Security (ITS) Systems
Security Review
2015 Back Office Customer Call Center Review
2015 COSO Framework Governance Review
2015 Ethics Policy Compliance Review
2016 Contracts Audit
2016 Bond Financing Review

Central Florida Expressway Authority

Prior Audit Recommendations Follow-Up January 15, 2016

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Executive Summary

As part of the Fiscal Year 2016 Internal Audit plan, Internal Audit (IA) performed a review of open audit recommendations from prior audit reports to verify the implementation status reported by management. Open recommendations from the following audits were evaluated:

- 2010 Contracts Audit
- 2013 Toll Revenue Audit
- 2014 Maintenance and Safety Plan Audit
- 2015 Intelligent Transportation Security (ITS) Systems Security Review
- 2015 Back Office Customer Call Center Review
- 2015 COSO Framework Governance Review
- 2015 Ethics Policy Compliance Review
- 2016 Contracts Audit
- 2016 Bond Financing Review

Internal Audit last reviewed the status of open audit recommendations in September 2015. Results were reported to the Audit Committee at that time.

This review was completed in January and February 2016, and consisted of meetings with management to determine the status of open audit recommendations and performing testing of management's response, status, and explanation for all recommendations deemed "Complete" or "In Progress." If a recommendation was noted "Not Done," no testing was performed by Internal Audit. In addition, only those recommendations that remained open at the time of the last review have been included in this report. If a recommendation was completed as of September 30, 2015, no further work was performed and the recommendation was not included for review in this report.

Internal Audit did not include or follow-up on recommendations and management action plans from the 2014 Sensitive Data Review. The management action plan was to move the sensitive data identified to an appropriate location or to delete the data. Confirmation that sensitive data was moved or deleted would require an additional project and re-scan of selected systems with a data loss prevention (DLP) tool.

Testing performed included inquiry with the employees responsible for completing the recommendations and obtaining documentation evidence to confirm management's reported status and explanation. In instances where the evidence obtained did not agree with management's status, discussions with management were held and the differences were resolved.

There were no instances where management and Internal Audit did not come to an agreement on the status of a recommendation.

Recommendations Summary

Audit	Open as of September 30, 2015	New Recommendations	Completed Since September 30, 2015	In Progress / Not Done as of January 15, 2016*	Past Due
2010 Contracts Audit	1	0	0	1	1
2013 Toll Revenue Audit	1	0	0	1	1
2014 Maintenance & Safety Plan	1	0	0	1	1
2015 Intelligent Transportation Security (ITS) Systems Security Review	10	0	1	9	4
2015 Back Office Customer Call Center Review	4	0	0	4	3
2015 COSO Framework Governance Review	2	0	0	2	2
2015 Ethics Policy Compliance Review	4	0	0	4	0
2016 Contracts Audit	0	4	2	2	1
2016 Bond Financing Review	0	1	0	1	0
Total	23	5	3	25	13

*25 recommendations are classified as "In Progress." 13 of these recommendations were considered "Past Due" at January 15, 2016, the time of review.

**Contracts Audit
January 2011 Recommendations
Status of Recommendations**

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>The Authority should utilize CSC Manager and CSC Supervisor passwords, rather than PINs, to approve adjustment transactions in TRIMS (passwords are required to be changed on a regular basis by the system).</p>	<p>The Authority concurs that moving to a password based approval is in its best interest. However, the change to a password based approval key would be a fairly significant change to the existing system. The current system is currently being reviewed for replacement as part of the Toll System Replacement (TSR) project. Making these changes now may be waste of valuable IT resources if the current system were to be disposed of in the near term. Based on the outcome of the TSR project the Authority would make this change as a part of a newly procured system or would be developed and implemented in the existing system once it was determined that we would be retaining the existing system.</p>	<p>Rene Rodrigue, Director of IT David Wynne, Director of Toll Operations</p>	<p>b) In Progress (Past Due)</p>	<p>b) The change to a password based approval key would be a fairly significant change to the existing system. The current system is currently being reviewed for back office consolidation with Florida's other toll agencies. Making these changes now may be waste of valuable IT resources if the current system were to be disposed of in the near term. The Authority will make this requirement a part of the back office consolidation effort currently underway.</p>	<p>Per discussion with Rene Rodrigue, Director of IT, and David Wynne, Director of Toll Operations, the Authority planned to implement the recommendation as a part of the Centralized Customer Service System (CCSS) project. However, the completion date for the CCSS project has been delayed to 2018 2019 due to the pending back office consolidation and governance agreement between the Authority and the Florida Turnpike Enterprise (FTE). The IT department plans to implement the recommendation by the revised due date, as long as resource needs and business priorities allow.</p>	<p>Original: 12/31/13 Revised: 12/31/15 Revised: 3/31/16 Revised: 9/30/16</p>	<p>Concur</p>

**Toll Revenue Audit
March 2013 Recommendations
Status of Recommendations**

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>6. b) The Authority should also consider automating certain aspects of the Attendant's Shift Record log by integrating the unusual occurrence, violations, and insufficient fund transactions within the MLT system. This would reduce the subjectivity of the FTS auditor's interpretation of the manual ASR log.</p>	Concur	David Wynne, Director of Toll Operations	In Progress (Past Due)	<p>b) The Authority currently has this recommendation as a function in the planned Toll System Replacement project that is currently ongoing at this time. The Authority would expect to have the new system in place and operating by July 1, 2015</p>	<p>Per discussion with David Wynne, Director of Toll Operations, this recommendation will be implemented as a function in the planned Toll System Replacement (TSR) project. The Request for Proposal (RFP) has been awarded and the new system is currently in development. Currently, the TSR project is expected to go live in at least one toll plaza by January 2017.</p> <p>Internal Audit obtained the System Requirements advertised as part of the RFP and determined specification 1.5.1.7, 2.2 states the system should have drop down menu codes for unusual occurrences. Internal Audit determined the TSR project was awarded to TransCore, LP on 5/14/15 as evidenced by Board minutes. Internal Audit also obtained the current schedule of go-live dates for the new system from David Wynne and noted the first go-live date is scheduled for 1/9/17 in the Coral Hills plaza group.</p>	<p>Original: 7/1/15</p> <p>Revised: 4/30/16</p> <p>Revised: 1/31/17</p>	Concur

Maintenance and Safety Plan Compliance
April 2014 Recommendations
Status of Recommendations

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>The Authority should develop written "desktop" procedures that clearly document key aspects of the Authority's maintenance and inspection program, including: Internal procedures for managing and maintaining the Authority's roadways and bridges, Asset tracking, Role of third party maintenance & inspections agreements (scheduling of inspections, repairs, and replacements; outputs of preventative maintenance), Maintenance contract performance monitoring, Work order, maintenance request, and deficiency response deadlines, Incidence and Emergency Response process, and the GEC Annual Inspection process.</p>	<p>Concur</p>	<p>Claude Miller, Director of Maintenance</p>	<p>In Progress (Past Due)</p>	<p>The Authority will develop written procedures to document the pertinent aspects of the Authority's maintenance and inspections operations in regards to bridges, overhead structures, and roadways.</p>	<p>Per discussion with Claude Miller, Director of Maintenance, staffing changes within the department have delayed the completion of the action plan. The procedures document will be finalized on or before the revised due date. Internal Audit obtained and reviewed the current draft of the procedures manual and noted the draft is currently undergoing review by the Director of Maintenance.</p>	<p>Original: 12/31/14 Revised: 12/31/15 Revised: 10/1/16</p>	<p>Concur</p>

**Intelligent Transportation Systems Security Review
February 2015 Recommendations
Status of Recommendations**

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>1. Review the feasibility of deploying a stronger access control tool to the ITS network cabinets so only authorized personnel (ITS staff or ITS contractors) can access them. This tool should allow ITS to grant access to only those cabinets necessary (not all cabinets in the environment), and should be unique to the ITS environment.</p>	<p align="center">Concur</p>	<p align="center">Corey Quinn, Chief of Technology/Operations</p>	<p align="center">In Progress</p>	<p>Though ITS is not aware of unauthorized access occurring, we recognize the risk of utilizing a generic key. ITS will develop a plan to implement a five year project to address the risk of unauthorized access to the cabinets due to the use of a generic key.</p> <p>Update July 21, 2015: Cyberlock will be installed as part of project 599-525. Estimated completion date is December 31, 2016.</p>	<p>Per discussion with Corey Quinn, Chief of Technology/Operations, the Authority has purchased the Cyberlocks through design for project 599-525 with URS Corporation Southern. The advertisement for contractors to bid on the work has been published. Once awarded, the contractor selected will install the Cyberlocks, which may take up to one year to complete. The Authority will ask the contractor to complete the Cyberlock installation by the due date for this recommendation.</p> <p>Internal Audit obtained and reviewed the Invitation to Bid and Specifications for project 599-525 from the eProcurement website and noted the specifications included the upgrade of legacy ITS cabinet enclosures to Cyberlocks. Internal Audit noted bids are due for the project on March 24, 2016. Per discussion with Corey Quinn, the project is on track for completion by the due date.</p>	<p align="center">12/31/16</p>	<p align="center">Concur</p>
<p>2. Change all current credentials which are default or easily guessable. Implement a requirement to change all vendor supplied credentials before moving a system to deployment as part of the ITS standard system build. Ensure that all passwords are changed at least every 90 days.</p>	<p align="center">Concur</p>	<p align="center">Corey Quinn, Chief of Technology/Operations</p>	<p align="center">In Progress (Past Due)</p>	<p>ITS will change the default credentials on the digital message board controllers where possible (the credentials are hard-coded in some models, and therefore cannot be changed). We will research the feasibility of changing these credentials every quarter, in addition to relying on our response outlined in Observation #1 (Devices that do not have remote password modification capabilities from the manufacturer must rely on the response outlined in Observation #1), and detective controls surrounding the cabinets.</p> <p>Update July 21, 2015: Where possible, RADIUS authentication technology will be used to subsume authentication under the normal CFX password requirements. Where RADIUS cannot be used due to functionality limitations, passwords will be rotated twice a year beginning November 2015.</p>	<p>Per discussion with Corey Quinn, Chief of Technology/Operations, and Atkins personnel, RADIUS technology has been implemented where possible and all other default credentials will be changed by the due date. The change will be documented via sign-off by the performer and a reviewer to ensure the change was completed. The recommendation is in process and is approximately 90% complete. Internal Audit obtained and reviewed the password change log used by Atkins to document the date the password was changed as evidence of the progress towards completing the recommendation.</p>	<p align="center">Original: 11/30/15 Revised: 4/30/16</p>	<p align="center">Concur</p>

**Intelligent Transportation Systems Security Review
February 2015 Recommendations
Status of Recommendations**

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
6. Update these applications to the most recent version available from their vendors. Analyze their business use, and remove them should they be deemed unnecessary. Develop and deploy a formal vulnerability management process that includes periodic vulnerability scans to allow for the identification and application of all updates to systems which do not have the most recent patch level.	Concur	Corey Quinn, Chief of Technology/Operations	In Progress	ITS will remove unnecessary applications, and then discuss the remaining outdated software with CFX IT to refine a process to keep these updated (currently, ITS systems do not have Internet access, and as such, updating these applications would require CFX's involvement and a manual process). Update July 21, 2015: Software update or removal will be completed by February 28, 2016.	Per discussion with Corey Quinn, Chief of Technology/Operations, and Atkins personnel, ITS has completed the initial review and outdated software products are either being removed or updated (depending on use). ITS will update software as possible and provide documentation of final updates, including reasons why specific updates were not possible due to operational needs. The recommendation is currently on track for completion by the scheduled due date.	2/28/16	Concur
7. Deploy a log aggregation tool to the environment and feed all logs into this tool so that they may be centralized, correlated and protected. Review these logs periodically to identify actions within the environment which are unwanted or unauthorized.	Concur	Corey Quinn, Chief of Technology/Operations	In Progress (Past Due)	ITS will research the feasibility of including this functionality into the current logging system "What'sup Gold". Update July 21, 2015: Research complete. Implementation of Secure Information and Event Management solution pending upcoming organizational changes.	Per discussion with Corey Quinn, Chief of Technology/Operations, and Rene Rodrigue, Director of IT, the current log aggregation tool used by the IT department would require additional infrastructure to handle the ITS logs as well. IT and ITS need to discuss options and determine next steps, but IT has not had available resources to devote to this project due to organizational changes. The due date has been revised to provide additional time to decide on next steps.	Original: 6/30/15 Revised: 12/31/15 Revised: 6/30/16	Concur
8. Define hardening procedures and incorporate them into a checklist format to be included in the current build guidelines for all systems. Modify the configuration settings on the above noted systems to ensure they are hardened against attack. The National Institute of Standards and Technologies (NIST) publication on server security is an industry standard regarding system hardening and can be found here: csrc.nist.gov/publications/nistpubs/800-123/SP800-123.pdf Implement a validation process within the current change control procedures to identify unauthorized modifications to systems in the environment to ensure that they remain configured as required by management. This validation process should be performed upon initial system build and at periodic intervals, and should not be performed by the employee who configured the changes to preserve the separation of duties principle.	Concur	Corey Quinn, Chief of Technology/Operations	In Progress	ITS will research the feasibility of removing the functionality outlined above, and include system hardening in the "ITS security procedure" document. Update July 21, 2015: Reconfiguration or removal to be completed by March 31, 2016 pending upcoming organizational changes.	Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the recommendation is in process and is currently on track for completion by the scheduled due date. Reconfiguration or removal will be documented via sign-off by a performer and a reviewer.	Original: 3/31/16 Revised: 12/31/16	Concur

**Intelligent Transportation Systems Security Review
February 2015 Recommendations
Status of Recommendations**

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>9. Disable the services FTP, Telnet, and rlogin and use their secure alternatives SFTP (Secure File Transfer Protocol) and SSH (Secure Shell) 2.0. If disabling these services is not viable, consider applying compensating controls such as segmentation, Intrusion Prevention Systems, or Network Access Control technologies.</p> <p>Additionally, because Rlogin can be configured to allow users to login without providing a password, ITS and CFX should review the deployment of Rlogin on all systems in the environment to ensure that this service is not configured in this manner.</p>	Concur	Corey Quinn, Chief of Technology/Operations	In Progress	<p>ITS will research the feasibility of removing the functionality outlined above, and include disabling insecure services in the "ITS security procedure" document (assuming this functionality is not needed).</p> <p>Update July 21, 2015: Research complete. Documented business justification for necessary clear text protocols will be added to the security manual, and the remaining items will be removed by April 30, 2016.</p>	Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the recommendation is in process and is currently on track for completion by the scheduled due date. Justification or removal will be documented via sign-off by a performer and a reviewer.	4/30/16	Concur
<p>10. Change the community strings of all devices within the network from the default values to avoid the possibility of unwanted information leakage or configuration changes. Additionally, disable legacy versions of SNMP (Versions 1 and 2), and utilize the current version of SNMP (Version 3).</p>	Concur	Corey Quinn, Chief of Technology/Operations	In Progress	<p>ITS will develop a plan to modify the default SNMP strings in the environment.</p> <p>Update July 21, 2015: Research complete. Documented business justification for necessary SNMP strings will be added to the security manual, and the remaining items will be removed by July 31, 2016.</p>	Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the recommendation is in process and is currently on track for completion by the scheduled due date. Justification or removal will be documented via sign-off by a performer and a reviewer.	7/31/16	Concur
<p>11. Leverage CFX dual-factor technology for all ITS contractors who need to connect to the ITS network remotely.</p>	Concur	Corey Quinn, Chief of Technology/Operations	In Progress (Past Due)	<p>ITS will discuss adding contractors and those who need to connect to the ITS environment through the CFX technology with the CFX IT group.</p> <p>Update July 21, 2015: ITS will deploy trial with Atkins personnel to test the impact to personnel responsible for provisioning accounts by August 31, 2015.</p>	Per discussion with Corey Quinn, Director of Technology/Operations, and Rene Rodrigue, Director of IT, the RSA keys necessary to implement the recommendation have been purchased and have been deployed to a majority of the contractors. Contractors are required to sign an agreement stating they have reviewed the Authority's related policy documents, will report personnel changes and misplaced keys timely, and will compensate the Authority for the cost of any lost or stolen keys. Internal Audit obtained an example of the signed agreement for one contractor as evidence that the RSA key was issued. Per discussion with Bryan Homayouni, Manager of Traffic Operations, there are five contractors that have not yet been issued an RSA key. ITS is working with IT to have these keys issued as soon as resource needs allow.	Original: 8/31/15 Revised: 12/31/15 Revised: 4/30/16	Concur
<p>12. Test configurations changes for upgrading to TLS 1.2, deploying strong cipher suites, disabling SSL renegotiation and disabling compression. Should these configuration changes be successful without causing business disruption, deploy these changes to the environment. Generate new certificates for those that are self-signed, expired, have the wrong hostname, or have weak hashing algorithms.</p>	Concur	Corey Quinn, Chief of Technology/Operations	In Progress (Past Due)	<p>ITS will research the feasibility of removing the functionality outlined above (assuming this functionality is not needed), and move to TLS 1.2 (if supported by ITS systems).</p> <p>Update July 21, 2015: SSL solution dependent on pending organizational changes.</p>	Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the action plan was not completed by the original due date due to current Atkins workloads. We have revised the due date to provide more time for Atkins to complete the remaining research and implementation of changes. Upon completion, justification or removal will be documented via sign-off by a performer and a reviewer.	Original: 10/31/15 Revised: 5/31/16	Concur

Intelligent Transportation Systems Security Review
 February 2015 Recommendations
 Status of Recommendations

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
13. The Trace / Track method should be disabled or disallowed on identified web servers. Additionally, the PUT and/or DELETE method should be disabled or disallowed on identified web servers. ITS and CFX should also consider applying the principle of least privileges to these servers and remove all unnecessary HTTP Methods, unless there is a business critical need.	Concur	Corey Quinn, Chief of Technology/Operations	Complete	The system contractor (who administers this system) will be asked to research the feasibility of disabling this functionality when it is not being used, or find other functionality with less risk.	Per discussion with Corey Quinn, Director of Technology/Operations, and Atkins personnel, the trace / track method has been disabled on the identified web servers by the system contractor. Internal Audit obtained and reviewed the email correspondence between Atkins and the system contractor and noted the contractor confirmed via reply that the necessary changes were made, tested, and put into production on the web server.	12/31/15	Concur

Back Office Customer Call Center Review
May 2015 Recommendations
Status of Recommendations

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>There are opportunities to improve the prompts and messaging delivered to customers contacting the Authority by improving prompt and call treatment consistency and attempting to direct more callers to online servicing. The Authority should consider the points above and conduct a thorough evaluation of vector programming and IVR prompting during the implementation of the centralized back office contact center IVR platform to ensure consistent treatment and the use of EWT to inform callers of high wait times and reinforce the use of online or other servicing options.</p>	Concur	Rene Rodrigue, Director of IT	In Progress	<p>The Authority is in the process of procuring and implementing a new IVR system for E-PASS which will include back-up hardware, and the improvement recommendations will be taken into account at that time. In addition, the Authority will provide the recommendations to the centralized back office contact center vendor for consideration during the development of any IVR technology, if the Authority were to agree to move forward with the centralized back office contact center.</p>	<p>Per discussion with Rene Rodrigue, Director of IT, the Authority is in the design and testing phase for the new IVR system. The improvement recommendations will be evaluated throughout the process and the recommendation is on track for completion by the scheduled due date.</p>	6/30/16	Concur
<p>To improve the quality assurance process, the Authority should identify a standardized call flow for the types of calls handled by the call center and identify the specific behaviors and skills that should be measured within each segment of the call. This process would enhance the quality assurance process to allow for specific guidance to CSR's and align quality criteria to measurable business goals and objectives (e.g. reduction of call handle time).</p>	Concur	David Wynne, Director of Toll Operations	In Progress (Past Due)	<p>The Authority will work with the third party call center vendor to revise the current quality assurance process to align with the call quality attributes to measure business objectives.</p>	<p>Per discussion with David Wynne, Director of Toll Operations, with the recent turnover in the call center vendor, the quality assurance process is currently under review. The new vendor plans to complete and provide to Internal Audit by 3/31/2016.</p>	<p>Original: 7/1/15 Revised: 11/30/15 Revised: 3/31/16</p>	Concur
<p>The Authority should consider launching an E-PASS product and services website, independent of the corporate website, that would focus on the customer experience and E-PASS activity. An E-PASS focused website would allow customers to navigate the site with ease and would help to deflect customer service activities, such as making unpaid toll notice payment and account replenishments, to the website.</p> <p>Also, call center agent training should also be considered to reinforce the importance of reminding customers to replenish their accounts and/or purchase a transponder in cases where an in-state customer is contacting the authority about a toll violation or citation. These improvements can deflect calls and reduce volume of calls received by the call center.</p> <p>The Authority should also consider adding prompts to the treatment provided on the main number to route callers to the call center in order to limit the number of call center calls received by the receptionist.</p>	Concur	<p>1. David Wynne, Director of Toll Operations, and Joann Chizlett, Director of IT</p> <p>2. David Wynne, Director of Toll Operations</p> <p>3. Joann Chizlett, Director of IT</p>	In Progress (Past Due)	<p>1. The Director of Toll Operation and IT will schedule a meeting with the CFX Communication Department to discuss the recommendations to the website and evaluate which recommendation can be implemented.</p> <p>2. The call center scripts will be updated to include a reminder to customers to replenish and/or purchase a transponder at the end of each call.</p> <p>3. The Authority will consider adding prompts to the treatment provided on the main number to route callers to the call center in order to limit the number of call center calls received by the receptionist.</p>	<p>1. Complete - Per discussion with David Wynne, Director of Toll Operations, and Joann Chizlett, Director of IT, additional hyperlinks were added to the Authority's website to improve ease of access to the E-PASS website. Internal Audit reviewed the updated website and noted links and pictures were added to direct users to the E-PASS website for UTN payment.</p> <p>2. In Progress - Per discussion with David Wynne, Director of Toll Operations, with the recent turnover in the call center contractor, the call center scripts are still in development. The new contractor is helping Toll Operations to develop scripts and plans to complete the action plan by 3/31/2016.</p> <p>3. Complete - Per discussion with David Wynne, Director of Toll Operations, and Joann Chizlett, Director of IT, the prompts have been added to the Authority's main number to route callers to the call center. Internal Audit performed a test call and noted three options were provided to the caller (UTN/UTC, E-PASS account, other calls). The prompts added will route calls regarding UTN/UTC and E-PASS accounts to the call center rather than directly to the receptionist.</p>	<p>1. 8/1/15</p> <p>2. Original: 6/1/15</p> <p>Revised: 11/30/15</p> <p>Revised: 3/31/16</p> <p>3. 8/1/15</p>	Concur

Back Office Customer Call Center Review
 May 2015 Recommendations
 Status of Recommendations

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>The Authority should conduct further analysis to determine the percentage of inbound calling line ID's that can be linked to one or more existing accounts in the Authority's servicing applications. If this percentage is greater than 40-50%, this would indicate a substantial opportunity to automate inbound calls and thereby reduce overall handle times.</p> <p>In addition, the Authority should consider developing and conducting agent training to enable agents to take control of inbound calls and identify the information needed to access the caller's notifications, citations, and/or the caller's account as efficiently as possible.</p>	Concur	<ol style="list-style-type: none"> 1. David Wynne, Director of Toll Operations, and Rene Rodrigue, Director of IT 2. David Wynne, Director of Toll Operations 	In Progress (Past Due)	<ol style="list-style-type: none"> 1. Further analysis will be conducted to determine the percentage of inbound calls associated with active customer accounts. Based on results of the analysis, The Authority will determine if it is feasible to incorporate call automation based on strategic direction as it relates to the deployment and CFX involvement in centralized back office contact center. 2. The third party call center vendor will provide refresher training on "Call Control" and incorporate "Call Control" techniques into new agent training. 	<ol style="list-style-type: none"> 1. Complete - Per discussion with David Wynne, Director of Toll Operations, and Rafael Millan, Programmer Supervisor/Database Administrator, IT has completed the analysis of inbound calls to customer accounts. A list of phone numbers from actual calls to the Service Center was obtained by IT and loaded into the customer database. IT ran an SQL query to match the phone numbers in the list against the phone numbers registered for active EPASS accounts at the time of the query. There were 67,808 calls in the listing and 19,169 were linked to customer accounts (28%). As a result of this analysis, the IT department will not pursue call automation at this time, but may consider adding the feature in the future. 2. In Progress - Per discussion with David Wynne, Director of Toll Operations, with the recent turnover in the call center contractor, the call center training has not been completed. The new contractor plans to complete by 3/31/2016. 	<ol style="list-style-type: none"> 1. Original: 7/1/15 Revised: 11/30/15 2. Original: 8/1/15 Revised: 11/30/15 Revised: 3/31/16 	Concur

**COSO Framework Governance Review
June 2015 Recommendations
Status of Recommendations**

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>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.</p> <p>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.</p>	Concur	Michelle Maikisch, Chief of Staff	In Progress (Past Due)	<p>The Authority added discussions regarding training needs to the annual performance evaluation process. Performance evaluation forms were updated to request input on training needs from the employee and management.</p> <p>The Authority will develop an HR Training Request Form as recommended and implement a review process to ensure training expenditures are approved and meet business objectives.</p>	<p>Per discussion with Michelle Maikisch, Chief of Staff, the necessary changes were made to the annual performance evaluation forms and the Human Resources department has a current objective to research and coordinate additional training for employees based on the feedback. Internal Audit obtained and reviewed the Performance Evaluation Form and related process documentation and determined a question was added to the form regarding areas where additional training may be needed. This component of the recommendation has been marked complete.</p> <p>Staffing changes have delayed the implementation of the HR Training Request Form. Per discussion with Michelle Maikisch, Chief of Staff, the HR Training Request Form is in development and on track for completion by the revised due date.</p>	<p>Original: 12/31/15</p> <p>Revised: 3/31/16</p>	Concur
<p>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.</p>	Concur	Michelle Maikisch, Chief of Staff Rene Rodrigue, Director of IT	In Progress (Past Due)	<p>The Authority will identify and update the desktop procedures for key processes within the IT and HR departments to include the appropriate level of detail.</p>	<p>Per discussion with Rene Rodrigue, Director of IT, and Michelle Maikisch, Chief of Staff, staffing changes have delayed the completion of the action plans. Updates to procedures are in process and on track for completion by the revised due date for each department.</p>	<p>Original: 2/28/16</p> <p>Revised: HR - 4/30/16 IT - 8/31/16</p>	Concur

Ethics Policy Compliance Review
June 2015 Recommendations
Status of Recommendations

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
<p>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.</p> <p>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.</p> <p>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.</p>	Concur	<p>1. Joe Passiatore, General Counsel 2. Michelle Maikisch, Chief of Staff; Rene Rodrigue, Director of IT; Director of Procurement 3. Joe Passiatore, General Counsel</p>	Not Done	<p>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.</p>	Per discussion with Joe Passiatore, General Counsel, and Michelle Maikisch, Chief of Staff, recommendations are in process and are currently on track for completion by the scheduled due date. CFX has a contractor (Evolve) designing and hosting the new CFX website. The recommendation was communicated to Michelle Maikisch, Chief of Staff, so that the contractor can include a page to host the ethics information on the new website.	5/1/16	Concur
<p>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.</p>	Concur	Joe Passiatore, General Counsel	In Progress	The Authority will review previous Board discussions and discuss further, as needed, to determine if the registered lobbyist definition should be revised.	<p>Per discussion with Joe Passiatore, General Counsel, the recommendation was discussed further with the Board during the 9/10/2015 Board Meeting and further research is currently being conducted based on the Board's recommendation.</p> <p>Internal Audit obtained and reviewed the draft minutes from the 9/10/2015 Board meeting and noted the Board proposed setting up lobbyist registration at CFX rather than relying on Orange County and the City of Orlando registrations, as the groups that lobby CFX may differ. General Counsel was asked to research the proposal further and return to the Board with a recommendation. Per discussion with Joe Passiatore, General Counsel, the results of the research will be presented to the Board for final decision during the April 2016 Board meeting.</p>	5/1/16	Concur
<p>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.</p> <p>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.</p>	Concur	Darleen Mazillo, Executive Assistant, and Director of Procurement	In Progress	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.	<p>Per discussion with Darleen Mazillo, Executive Assistant, the annual Board certification of understanding and compliance with the Code of Ethics has been added to the Board Checklists developed based on the 2015 COSO Governance Review recommendations. The checklists will help facilitate the annual certification from the Board members during 2016. As the process has been implemented, the action plan was marked as complete by Internal Audit.</p> <p>Per discussion with Claude Miller, Director of Maintenance (previously Director of Procurement), the Procurement Department has accepted the responsibility for implementing the recommendation and put a process in place to send notification to vendors (contractors, consultants, and service providers) in the event that changes are made to the Code of Ethics. Based on the current research regarding lobbyist registration, changes may be made to the Code of Ethics over the next six months. Internal Audit will perform testing to validate this action plan after the update has been made.</p>	5/1/16	Concur

Ethics Policy Compliance Review
 June 2015 Recommendations
 Status of Recommendations

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at September 30, 2015	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
The Authority should consider developing written "desktop" procedures that clearly define and document key aspects of the Authority's ethics activities, including: <ul style="list-style-type: none"> - Conflict of interest disclosure process - Training and ongoing education - Compliance review process - Penalties for violations 	Concur	Joe Passiatare, General Counsel	In Progress	The Authority will develop written procedures to document the Authority's ethics activities and compliance monitoring processes.	Per discussion with Joe Passiatare, General Counsel, and Linda Lanosa, Deputy General Counsel, the recommendation is in process and on track for completion by the schedule due date. Internal Audit obtained and reviewed a draft of the written procedures and will provide comments and input prior to the document being finalized.	5/1/16	Concur

Contracts Audit
January 2016 Recommendations
Status of Recommendations

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at January 15, 2016	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
The Authority should utilize a vendor billing compliance checklist (similar to one employed for construction and engineering contracts) to allow for monitoring of the use of subcontractors. A listing of authorized subcontractors should be included in the checklist and the checklist should be used to track the approval of new. The contractor should also be required to submit a detail of the use of subcontractors with each vendor invoice.	Concur	Claude Miller, Director of Maintenance	In Progress (Past Due)	Contract Specialists within the maintenance department will implement the use of a "Subcontractor Status Report" as part of monthly checklist of contract requirement monitoring and require the vendor to provide the listing of subcontractors along with their monthly invoice. Additionally, the Contract Specialist will compare the listing provided against the subcontractor approval forms submitted to confirm compliance. The Contract Specialist will also maintain a spreadsheet of subcontractor use and seek Board approval if the amounts approach \$25,000.	Staffing changes have delayed the implementation of the "Subcontractor Status Report" and subcontract tracking spreadsheet. Department management will ensure the new process is implemented by the revised due date.	Original: 2/1/2016 Revised: 4/1/16	Concur
The Authority should implement a process for calculating and reviewing the retainage to be withheld after each MRP rating to ensure accuracy. Approval of the calculation should be documented and submitted to the finance department to ensure the retainage is properly reflect in the vendor payments.	Concur	Claude Miller, Director of Maintenance	Complete	The Authority will implement a secondary review process of the MRP retainage calculation before processing the retainage along with the final payments. Retainage calculated and withheld will be documented on the vendor's invoice with supporting documentation for finance's review upon processing.	Per discussion with Claude Miller, Director of Maintenance, the secondary review of the MRP retainage calculation has been implemented. A retainage calculation was performed by Steve Geiss, Sr. Roadway Inspector, for the second period of FY 2016. The calculation was reviewed by Claude Miller, Director of Maintenance. Internal Audit obtained and reviewed the calculation with physical sign-offs as evidence that the review process has been implemented.	Original: 3/1/2016	Concur
The Authority should establish a procedure requiring Contract Management to prepare a checklist identifying key contract terms related to each contract. The contract manager should perform a detailed review of contract compliance at least annually and should reference the checklist to ensure vendors are in compliance with contract terms and conditions prior to releasing the last vendor payment of the year.	The Authority concurs and notes that less than six contracts within the Authority are subject to this type of bond. Most contracts require a bond at the commencement of the project.	Claude Miller, Director of Maintenance Director of Procurement	Not Done	The Contract Specialists within the maintenance department will verify the amount of the surety bond complies with the contract requirements as part of the contract compliance checklist. In addition, the procurement department will prepare a secondary review of the compliance with the surety bond requirement.	Per discussion with Claude Miller, Director of Maintenance, recommendations are in process and are currently on track for completion by the scheduled due date. Internal Audit did not perform any testing.	Upon expiration of surety bond	Concur
The Authority should implement a process for the monitoring of the A.M. Best Ratings for insurance carriers utilized by vendors. A member of the Procurement Department should verify that the carrier's financial rating and size meets the contractual terms and confirm the rating and size of the carrier each time the vendor provides a new proof of insurance document.	Concur	Director of Procurement	Complete	Procurement Department personnel who requests insurance renewal information will verify the credit ratings and financial size category for each renewal received.	Per discussion with Claude Miller, Director of Maintenance (former Director of Procurement), the review of the credit rating information has been implemented. Internal Audit obtained and reviewed a recent insurance renewal and noted the credit rating and financial size category was reviewed for the insurance companies as evidenced by the A.M. Best Ratings attached to the insurance certificate.	Immediately	Concur

**Bond Financing Review
January 2016 Recommendations
Status of Recommendations**

Internal Audit Recommendation	Management Response	Responsible Party	Management Status at January 15, 2016	Management Verification / Explanation	Testing Results	Due Date	IA Evaluation of Management's Status
CFX's Finance Department should comply with its Debt Policy and prepare and present the semi-annual debt reports to the Board.	Concur	Lisa Lumbard, CFO	Not Done	CFX will look into if the policy should be changed now that CFX's variable rate debt accounts for less than 19% of the portfolio. A report will be given to the Board at the next financial workshop.	Testing has not been performed for this item. The audit report was recently issued at the time of this follow-up. The outstanding action plan was sent as a reminder, but was not discussed further with management.	4/1/16	Concur



Central Florida Expressway Authority

2016 Toll Revenue Audit

March 10, 2016

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Executive Summary

Background

The Central Florida Expressway Authority (“the Authority”) currently owns and operates 105 miles of roadway in Orange County. The roadways include 22 miles on State Road (SR) 408 (Spessard L. Holland East-West Expressway), 23 miles on SR 528 (Martin B. Andersen Beachline Expressway), 33 miles on SR 417 (Central Florida GreeneWay), 22 miles on SR 429 (Daniel Webster Western Beltway) and five miles on SR 414 (John Land Apopka Expressway).

In accordance with the FY 2016 Internal Audit Plan, Internal Audit reviewed and tested key controls of the two primary components of Toll Revenue in the Authority’s Comprehensive Annual Financial Report: Cash Toll Collections and Electronic Toll Collections. For fiscal year ended June 30, 2015, Cash Toll Collections and Electronic Toll Collections were \$76,830,000 and \$274,097,000, respectively, for total combined revenue of \$350,927,000. Electronic toll collections comprise approximately 78% of total toll revenue.

Cash Toll Collections

The Authority operates 13 mainline toll plazas and 71 ramp toll plazas across its five major roadways. Each of the main toll plazas offer manned lanes, and most offer Automatic Coin Machines (ACM) lanes. Ramp toll plazas are not manned and cash collected at these plazas is limited to ACM lanes. The number of manned lanes and ACM lanes at each plaza vary based on traffic patterns, construction, and other factors influencing plaza operations.

The Authority engages a third party contractor, URS, to manage day-to-day operations and cash toll collections. The contractor is responsible for staffing the toll plazas, including hiring, training, and monitoring employees, all controls around the physical security of cash maintained at the plazas from the point of collection through the time of deposit, monitoring of the electronic tolling system, and the audit procedures to identify variances between tolls collected, expected revenue, and cash deposited. The third party contractor has been performing this function for the Authority since 1995 (under varying company names). The contract was rebid in 2005 and 2015 and awarded to URS. On-site management of the contract has remained greatly the same despite name and ownership changes.

Electronic Toll Collections

Customers who utilize the Authority’s roadways have the option of establishing a prepaid E-PASS account through the use of a transponder. Each time customers use a toll facility where E-PASS is accepted, an antenna at the toll plaza (Automatic Vehicle Identification, or “AVI”) reads the transponder and identifies the customer’s account. The appropriate toll is then electronically deducted from the prepaid account. The Authority has entered into interoperability agreements with other agencies that allow transponders maintained with the Florida Turnpike, Lee County, State of Georgia, and State of North Carolina to be utilized on the Authority’s roadways. In addition, the Authority has interoperability agreements that allow E-PASS customers to use transponders in certain parking facilities in the Central Florida area, including the Orlando International Airport.

Executive Summary

Electronic Toll Collections (cont.)

The day-to-day operations associated with E-PASS accounts are outsourced to a third party contractor, EGIS. The contractor is responsible for providing the personnel necessary to operate the E-PASS Customer Service Centers, including servicing customers and processing account maintenance through walk-in service centers, a call center, mail, email, fax and the E-PASS website. Operations include other back office activities and reconciliation activities.

Upcoming Developments

Geolocation Mobile Application

The Authority is currently working with a third party to develop a mobile application (“app”) to enable customer payment of tolls on its system. Visitors and customers without transponders will have the option to pay tolls electronically with the mobile app. Using geolocation technology, when the user approaches a toll booth, the app sends a notification alert to the user’s smart phone asking whether to pay the toll. If the user approves the payment, an email will be sent to the user after the toll is deducted from the user’s account.

The Authority has obtained the code for the application and based on recent testing, determined that the mobile app requires further development to remove some existing application defects. The application is currently undergoing extensive testing and rework to remove these defects. The tentative timeline to deploy the geolocation mobile app is Fall 2016.

E-PASS Mobile Application

The Authority currently has plans to develop a mobile application for customers in which customers may review current activity, manage transponders, etc. This will constitute a mobile application version of the functionality that is offered within the full E-PASS website and will likely be released after the geolocation mobile app.

Transponder Replenishment and In-Lane Sales (TRAILS)

Effective April 1, 2016, the Authority is developing a Transponder Replenishment and In-Lane Sales (TRAILS) system. Customers will be able to drive up to designated TRAILS lanes and purchase an electronic toll transponder and/or replenish an existing account. TRAILS will provide customers greater convenience to purchase or replenish a toll transponder. As this process is in development, it was not in-scope for the audit.

Toll System Replacement

The current toll system went live in 1994, and as part of the five year work plan at CFX, the toll system will be upgraded. Transcore is the prime contractor, and key components of lane and plaza assets will be replaced.

Executive Summary

Objectives

The objectives of this audit were:

1. To review and test controls that exist to verify revenue data captured at the point of origin is completely and accurately recorded to the financial statements,
2. To review and test physical safeguarding controls that exist around cash (including the use of security and surveillance, data analytics, monitoring and reporting, and counts / other reconciling activities),
3. To review and test that controls in place around processing revenue adjustments to customer accounts are operating according to policy,
4. To review appropriate monitoring and measurements are in place to review toll revenue, and
5. To review the IT general controls around supporting systems and information technology that impacts the revenue process.

Project Scope and Approach

Internal Audit evaluated key processes and controls over cash toll collections and electronic tolling collections. This included gathering information from Authority management and staff, and third party contractor management and staff within the following departments: Accounting and Finance, Operations, Information Technology, E-PASS Customer Service, and Plaza Operations. The toll revenue process is highly dependent on a number of systems; therefore, Information Technology general controls (ITGCs) around supporting systems were reviewed and tested.

ITGCs are intended to provide a foundation to support the operating effectiveness of application controls that support toll revenue collection processes and the accuracy and completeness of electronic audit evidence (e.g., system-generated reports). The systems and processes included as part of this component of the audit were selected based on the degree to which they impact or support the overall toll revenue process and include the following systems:

- **Advanced Revenue Collection System (ARCS)** – The ARCS database stores transactional data generated and transmitted by the respective toll plazas. For this database, IA tested the effectiveness of controls in place around Computer Operations (e.g., data backups, job scheduling, and batch processing).
- **Toll Revenue Information Management System (TRIMS)** – TRIMS supports customer service center operations including the maintenance of customer account information and processing of payments. For this system, IA tested the effectiveness of controls in place around logical security (i.e., access-based controls).
- **EDEN** – EDEN is the Authority's general ledger system developed by a third-party vendor, Tyler Technologies, Inc. For this application, IA tested the effectiveness of controls in place around logical security, computer operations, and change management.

After the revenue recognition process, the Authority has three monthly discount programs for its electronic toll collection customers using their E-PASS transponder on Authority roadways. For the testing period of July 1, 2015 – December 31, 2015, discounts of \$9,479,319 (unaudited) totaled 6% of gross toll revenue \$157,608,794 (unaudited) recorded over that same period. The discount programs were not in-scope for the audit.

Summary of Procedures Performed and Results

During audit testing of the key controls identified within the cash toll and electronic toll collection processes, a sample of detailed toll related data was reviewed and tested for completeness and accuracy, as applicable. The transactional data reviewed was for the period of July 1, 2015 through December 31, 2015.

Internal Audit reviewed and evaluated approximately 75 internal controls specific to cash toll collections, electronic toll collections, and the IT supporting systems. Overall, the results of this audit confirmed that numerous internal controls are in place and operating effectively and as intended. In addition, Internal Audit identified six (6) findings / opportunities that could potentially further strengthen the overall control environment. The table below provides an overview of these findings:

Process	Observation Reference	Relative Priority
1. Revenue Leakage		
a. AVI Revenue Reconciliation	1	High
b. Special Events Reimbursement	2	Medium
2. Electronic Toll Collections		
a. Plaza Activity Monitoring	3	Low
3. Cash Toll Collections		
a. Toll Attendant Performance Assessment	4	Low
4. E-PASS Back Office		
a. Video Monitoring of Counting Room	5	Low
b. Terminated Employee Building Access	6	Low

Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

Observation 1 – AVI Revenue Reconciliation

Relative Priority: High

Monthly, the Authority's Accounting & Finance department performs adjusting journal entries as part of the month-end reconciliation process to true-up the general ledger balance for total revenue earned. As part of the audit, Internal Audit identified that the December 2015 AVI revenue for the Airport Plaza was understated by \$136,083 due to an error performing the month-end reconciliation and journal entries. The December 2015 AVI revenue reconciliation was reviewed by appropriate personnel; however, the error was not detected during the review process. The error appeared to result from a recent change in assigned responsibilities within the Accounting & Finance department.

Recommendation

There is an opportunity for the Authority to improve its documentation over the revenue reconciliation process. By creating a procedural document, Authority personnel will have a set of instructions to reference when performing the reconciliation of toll revenue, and a document to leverage when roles or responsibilities change within the accounting department. The procedural document should include detailed procedures for performing and reviewing the monthly revenue reconciliation. As a leading practice, the review procedures should be performed at a level of precision to include recalculation of the month-end journal entry for mathematical accuracy and a review of the final AVI revenue balance per Eden for agreement to the TRIMS Plaza Revenue Summary report.

Management Response

Management concurs.

Management Action Plan

Accounting and Finance Department will create a desktop procedure document with detailed steps for the performer and reviewer of the month-end journal entries and reconciliations related to toll revenue.

Action Plan Owner/Due Date

Michael Carlisle, Manager of Accounting and Finance / September 30, 2016

Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

Observation 2 – Special Events Reimbursement

Relative Priority: *Medium*

Per the contract between the Authority and URS, the third party Toll Operations Contractor, URS is responsible for loss of revenue if lanes are not staffed according to the CFX approved staffing schedule. During the audit, Internal Audit identified two instances where the Authority was not reimbursed for loss of revenue when the lane was not staffed appropriately. In both instances, the lane was placed in Special Events mode due to an employee medical emergency or illness to allow traffic to pass through the cash toll lane. The Special Events mode was appropriately recorded on the Special Events report and appropriately provided to the Authority; however, the Authority's Accounting and Finance department did not file the request for reimbursement from URS. The total amount due to the Authority was approximately \$136 for the two Special Events identified by Internal Audit. Although not a significant amount, opportunities exist to improve the process and procedures to prevent a more significant issue in the future.

Recommendation

A review of the Special Events Report should be included on the calendar/checklist of month-end procedures to ensure all Special Events are captured for billing to appropriate parties, including URS.

Management Response

Management concurs.

Management Action Plan

Accounting and Finance Department will add the review of the Special Events Report to the month-end calendar as recommended.

Action Plan Owner/Due Date

Michael Carlisle, Manager of Accounting and Finance / June 30, 2016

Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

Observation 3 – Plaza Activity Monitoring

Relative Priority: Low

In accordance with the Central Florida Expressway Authority's Toll Operations Standard Operating Procedures (SOP), URS performs a review of the Plaza Activity Monitor at least every two hours to review the TRIMS system and to mitigate potential revenue loss due to equipment failure. This review is documented by the Toll Service Supervisor/Manager using a Lane Monitor Checklist. For one day tested, in six (6) of the 15 plazas reviewed, there were one or more instances where the review of the Plaza Activity Monitor was not documented within the two hour limit.

Per the contract between the Authority and URS, the third party Toll Operations Contractor, URS is responsible for loss of revenue if equipment failure is not reported to the System Hardware Maintenance Contractor within 2 hours. Therefore, the impact to the Authority if the procedure is not followed would be minimal as URS would reimburse the Authority for actual lost revenue determined by the system or an estimate of lost revenue based on historical data.

Recommendation

We recommend that the Authority and third party contractor consider eliminating the Lane Monitor Checklist as this is a non-essential report. The Lane Monitor Checklist is an internal document and functions primarily as a summary of the Plaza Activity Monitor detail. Instead, the contractor should consider a revision to their process such that the Toll Service Manager or Supervisor signs directly on the Plaza Activity Monitor sheets, which are date and time-stamped source documents and will suffice as evidence of plaza review. By eliminating the completion of a summary sheet, the Toll Service Managers or Supervisors can complete the documentation of this task more efficiently in addition to having more time to focus on other responsibilities.

Management Response

Management concurs.

Management Action Plan

URS has implemented the recommendation as of March 4, 2016.

Action Plan Owner/Due Date

Dan Goff, Project Director / Completed

Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

Observation 4 – Toll Attendant Performance Assessment

Relative Priority: Low

In accordance with the Central Florida Expressway Authority's Toll Operations Standard Operating Procedures (SOP), Toll Service Managers (TSMs) monitor new hire performance via a 30-day Toll Attendant Performance Assessment (TAPA). A 60-day follow-up TAPA will be completed as needed.

Of the 20 selected Toll Service Attendants (TSAs) hired during the period July 1, 2015 through December 31, 2015, the following issues were identified:

- Fourteen (14) of the 30-day TAPAs were not completed within 30 days of the employees' hire date and were completed greater than two weeks late.
- Two (2) of the 30-day TAPAs could not be located.

If new hire performance evaluation and feedback is not being performed timely for TSAs and TSAs are not appropriately processing the various types of toll transactions, the potential likelihood of error and lost toll revenue that may not be caught timely is increased.

Recommendation

The URS Assistant Project Director recently created an Excel spreadsheet to track and monitor the status of TAPA due dates and required follow-up. We recommend that the Excel spreadsheet be provided to the appropriate TSM bi-monthly via email and that upcoming TAPA due dates be discussed during the bi-monthly Plaza Managers' meeting.

Management Response

The Toll Attendant Performance Assessment is a quality process designed as a tool to assess a TSA's knowledge of the job tasks associated with the position. The TAPA is not meant as a substitute for the semi-annual Employee Performance Evaluation process.

Continued on the following page...

Detailed Observations

Revenue Leakage

Electronic Toll
Collections

Cash Toll Collections

E-PASS Back Office

Observation 4 – Toll Attendant Performance Assessment

Relative Priority: Low

Management Action Plan

On February 1, 2016 URS created an Excel spreadsheet to track the due date and the completion date for TAPAs. The spreadsheet will be shared with the Plaza Managers on the 15th and 30th of each month. In addition, the information will be reviewed at the bi-monthly Plaza Managers' meeting. Action Plan has been fully implemented as of March 1, 2016.

Action Plan Owner/Due Date

Dan Goff, Project Director / Completed

Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

Observation 5 – Video Monitoring of Counting Room

Relative Priority: Low

All check, cash, money order transactions received via mail are processed in the back office mailroom or counting room located at the Authority's headquarters. To allow monitoring of the processing and handling of payments, the mailroom and the counting room are under video camera surveillance.

Based on inquiry of EGIS management and Authority IT personnel, camera surveillance is not being actively monitored by either party and the camera footage is not digitally stored and available for retrieval. The IT department indicated that the camera storage system became obsolete when the Authority upgraded to the Windows 7 operating system due to compatibility issues. Management was aware of the obsolete camera system and made a business decision to not upgrade the system at the time.

Recommendation

We recommend that the Authority purchase new surveillance equipment that is compatible with its current operating system and allows for 30 days storage of surveillance data, at minimum, for retrieval as needed. We recommend that footage be recorded in digital format and maintained for a period of at least two weeks to one month based on leading practices. Additionally, the Authority should consider assigning the responsibility of periodic monitoring of the security cameras to EGIS to be performed at least weekly in order to improve monitoring of the mailroom and counting room where checks, cash, and money orders get processed.

Management Response

Management concurs.

Management Action Plan

The Authority will procure and deploy the needed equipment and EGIS will perform monitoring of the cameras at least weekly. The procurement of the system will be included in an upcoming camera installation project

Action Plan Owner/Due Date

Fred Nieves, Manager of E-PASS & Plaza Operations / December 31, 2016

Detailed Observations

Revenue Leakage

Electronic Toll Collections

Cash Toll Collections

E-PASS Back Office

Observation 6 – Terminated Employee Building Access

Relative Priority: Low

EGIS employees that work in the E-PASS Call Center and Violation Enforcement Section (VES) group are issued a unique badge and passcode for accessing the building and work area. Upon termination, it is the responsibility of the department manager to collect the terminated employee's badge and notify the IT Help Desk via an online ticket system that the employee's access rights should be terminated immediately. During testing, Internal Audit identified two (2) terminated employees with active badges and building access.

Recommendation

We recommend that an employee termination checklist be developed and distributed to all department managers. Department managers should complete the checklist, which should include procedures around collecting an employee's badge and notifying the Authority's IT department of the termination within a defined period of time (e.g. 3 days). The department manager should sign and date the checklist to indicate all termination procedures were completed. Additionally, the department manager should send the completed employee termination checklist to the EGIS HR Generalist or designee to sign and date the checklist as evidence of review.

Management Response

Management concurs.

Management Action Plan

EGIS will implement the recommendation once an HR Generalist is identified and hired.

Action Plan Owner/Due Date

Allie Braswell, Program Manager / December 31, 2016

Appendix: Risks Addressed

The following risks were identified and addressed by Internal Audit as part of testing the Authority's internal controls around toll revenue:

E-PASS and Accounting

- Unauthorized account adjustments/credits are made to E-PASS accounts resulting in potential lost revenue.
- E-PASS employees modify and make adjustments to their personal E-PASS accounts resulting in unauthorized adjustments and potential lost revenue.
- Non-revenue transponders are provided to customers without proper approval resulting in potential lost revenue.
- E-PASS personnel misappropriate E-PASS funds received in the mailroom or at the EPSC resulting in potential lost revenue.
- Unauthorized access to E-PASS customer account information including credit card and banking information.
- Badge access rights are not restricted from terminated employees in a timely manner resulting in theft or damage.
- Toll Revenue transactions are not accurate or recorded in the proper period.
- Revenue from interoperability agreements are not properly recorded resulting in loss of revenue.
- E-PASS transaction is cross read by the Automatic Vehicle Identification (AVI) reader in another lane.
- License plate images transmitted by the System Controller to the system are not converted properly and cannot be used resulting in lost revenue.
- Loop and/or treadle sensors malfunction and vehicle axle counts are inaccurate resulting in lost revenue.

Toll Plaza

- Toll Service Attendants (TSA) and/or Toll Service Supervisors (TSS) misappropriate toll collections resulting in lost revenue.
- Toll collections for a plaza are suspended without proper authorization or justification.
- Physical access to plaza counting room and safe room are not restricted resulting in lost revenue.
- Toll Service Attendants (TSAs) are not trained properly and/or timely resulting in inaccurate toll collection processing.
- Automatic Vehicle Identification (AVI), Manual Lane Terminal (MLT), Automatic Coin Machine (ACM), cameras, treadle and loop sensors malfunction resulting in lost revenue.
- Insufficient toll is collected for multi-axle vehicles passing through the staffed lane resulting in lost revenue.
- Transaction and financial data is lost due to equipment problems or damage resulting in misstated revenue.
- URS misappropriates (or miscalculates) toll collections and/or CFX Accounting does not properly reconcile URS's negative discrepancies resulting in lost revenue.



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Central Florida Expressway Authority

Right of Way Legal Counsel Procurement and Invoice Audit

February 18, 2016

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Internal Audit.

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Executive Summary

Background

During fiscal year 2012, Internal Audit performed an audit of the Central Florida Expressway Authority's Right of Way policies and procedures surrounding the procurement of parcels and the use of eminent domain. The 2012 audit included testing of land acquisitions taken from a population of 123 acquisitions for the John Land Apopka Expressway project, dating back to 2004, the last major road construction project undertaken by the Authority through the time of the last audit.

For the current Right of Way audit as outlined in the 2016 Internal Audit plan, Internal Audit reviewed the Authority's procurement of and use of legal counsel in Right of Way land acquisitions dating back to 2014 for the Wekiva Parkway, All Aboard Florida project, and Kelly Park Interchange project. More specifically, during this audit, Internal Audit reviewed the processes in place to procure Right of Way legal counsel, including the use of in-house and out-sourced legal counsel, and the processes in place for the review and evaluation of legal invoices and right of way costs.

As of February 2016, the Authority is currently using a blend of in-house legal counsel and outsourced legal counsel to manage the procurement of parcels of land. Also at this time, the Authority's Board is considering the need to hire additional in-house counsel, with at least part of the assigned responsibilities being to work on additional Right of Way acquisition. Within the next 12 months, the Authority expects to acquire an additional 100 parcels of land to support projects on State Roads 429 and 528.

Below is a summary of the allocation of work assigned to each Right of Way counsel for the projects in-scope as of the time of this audit.

- Winderwee, Haines, Ward & Woodman, P.A. – 45 parcels for the Wekiva Parkway project (29 in litigation)
- Shutts & Bowen, LLP – 89 parcels for the Wekiva Parkway project (67 parcels in litigation)
- Lowndes, Drosdick, Doster, Kantor & Reed, P.A. – 4 parcels at the Kelly Park Interchange (all in litigation)
- Mateer Harbert, P.A. – 3 parcels on SR 528 (purchase agreements executed for all)
- In-house Deputy General Counsel – 10 parcels post Order of Taking (OT), which represents the formal filing of an eminent domain action by the Authority)

Objectives

The specific objectives of this audit were to:

- (1) Perform a risk assessment of the Right of Way legal procurement and legal invoice review processes;
- (2) Review the Authority's policies and procedures surrounding the procurement and invoice review processes;
- (3) Identify the mixture of in-house versus outsourced legal counsel and obtain benchmark data around the use of outsourced legal counsel and the procurement process compared to local and industry practices;
- (4) Conduct a trend analysis of appraised cost values versus the settlement cost of recent land purchases; and
- (5) Conduct a trend analysis of land acquisition cost and the stage of settlement.

Continued on the following page...

Executive Summary

Project Scope and Approach

The audit was performed using a phased audit approach as outlined below:

Phase I – Risk Assessment and Process and Controls Review

Internal Audit performed a risk assessment to identify risks over the right of way legal counsel procurement and invoice review process. This included gathering information from the Authority's management and staff of the finance, procurement, and legal departments, as well as reviews of Board and Committee discussions.

Internal Audit subsequently reviewed the key processes and controls used to mitigate risks related to procuring external right of way legal counsel and approving invoices for payment. Key controls within each of these areas were identified and evaluated for design effectiveness. Details regarding the processes reviewed, controls walked through and observations are provided in the Summary of Audit Procedures.

Phase II – Benchmarking the Authority's Right of Way Legal Counsel Procurement to Local Government and Industry Practices

Internal Audit performed procedures to gather data to benchmark the following Right of Way (ROW) processes to local and industry practices:

- A. Mixture of in-house and outsourced legal counsel.
- B. Request for Proposal (RFP) process and evaluation criteria for legal counsel.

To gather the information necessary to perform the benchmarking, Internal Audit interviewed staff members of the following counties and municipalities: Orange County, City of Orlando, Seminole County, Osceola County, and Lake County. In addition, Internal Audit interviewed staff of the following other tolling and transportation authorities: North Texas Tolling Authority, Harris County Tolling Authority, Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, and North Carolina Turnpike Authority.

Phase III – Data Analytics

Internal Audit performed limited data analytics to review right of way parcel acquisition settlement costs versus the appraised cost values (as obtained from Authority appraisals and owner appraisals), average legal and expert costs (based on fees paid) to acquire parcels, and the stage at which parcel acquisitions were settled. Data was obtained from Right of Way Committee minutes, Excel tracking files from outside legal counsel and Atkins (General Engineering Consultant), and the monthly TIFIA reports

Continued on the following page...

Executive Summary

Results: Phase I - Processes and Controls Review

Process	Procedures Performed / Key Areas Reviewed	Key Controls Identified*	Number of Observations	Observation Reference
Legal Invoice Review	Invoice Processing: review of billing rates, including expert fees and expenses, duplicate payments, and hours billed.	3	1	2
Monitoring of Parcel Acquisition	General Counsel, Deputy General Counsel, and ROW Committee activities to monitor direction, strategy, and performance.	6	1	1
Procurement	Project bidding (sealed bids and competitive sealed proposals) and bid awards: Authorization to bid, contracts reviewed by CFX's attorney's office, RFP documented and opened to the public, evaluation committee reviews bids, fee evaluation performed by Procurement Department and Evaluation Committee.	11	0	N/A
TOTAL:		20	2	

*A listing of key controls identified in the CFX Right of Way process is included in Appendix D.

Continued on the following page...

Executive Summary

Results: Phase II – Benchmarking

Process	Benchmarking Sources	Results
Mix of In-House vs Outsourced Counsel	<ul style="list-style-type: none"> Counties and cities represented in the Authority's Board Other tolling and transportation authorities 	A
Request for Proposal (RFP) Process and Evaluation Criteria	<ul style="list-style-type: none"> Counties and cities represented in the Authority's Board Other tolling and transportation authorities 	B

A - Refer to Appendix A for additional information on size of legal department, counsel used for ROW, and other qualitative factors that make comparing CFX legal counsel to other entities a complex process.

For the projects in-scope as of the time of this audit, approximately 93% of parcels identified by the Authority for acquisition have been assigned to outside legal counsel. The following three factors drive the Authority's decision around using in-house versus out-sourced legal counsel for right of way land acquisition:

- (1) Size of agency's legal staff,
- (2) Size and scope of right of way acquisitions performed, and
- (3) Level of complexity involved in the acquisition process (negotiated sale vs. eminent domain action).

The Authority will continue to need outside counsel to assist with complex acquisitions and to provide a more variable cost model to manage current spikes in right of way acquisition. However, based on a cost analysis prepared by the Authority's staff and presented to the Authority's Board during October 2015, there is opportunity to reduce costs for legal services through the hiring of an additional in-house resource. However, consideration should be given to use of an additional in-house resource if volume of right of way acquisition declines.

B - Refer to Appendix B for additional information on how the Authority's right of way counsel RFP evaluation metrics compare with the metric ranges provided by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and the other similar tolling and transportation authorities that provided input.

Executive Summary

Results: Phase III – Data Analytics

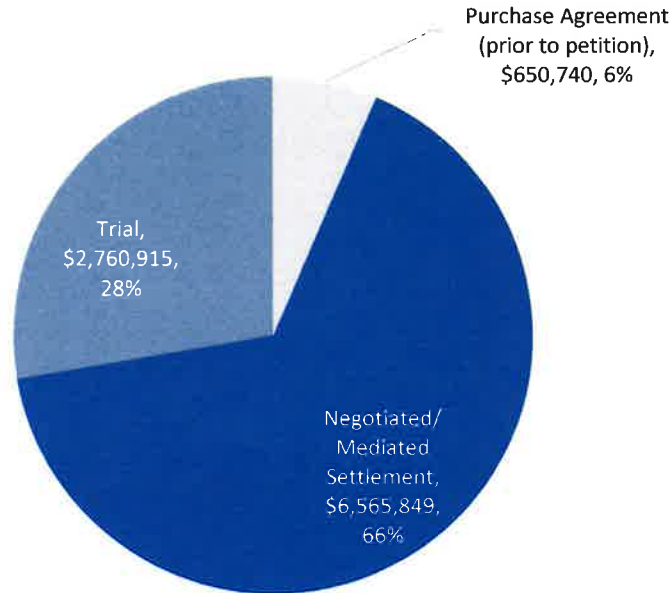
Land & Owner Settlement Costs by Settlement Stage

Dating from the start of the Wekiva Parkway Project, a total of 28 parcel acquisitions were sampled by Internal Audit and analyzed for a total “all-in” cost of \$9,977,504 (inclusive of purchase price of parcels and owner legal and expert costs paid by the Authority, exclusive of CFX legal and expert fees) per unaudited data in the monthly TIFIA reports. Data regarding the stage at which parcel acquisitions were settled was obtained from the Right of Way Committee minutes dated May 13, 2014 through October 28, 2015. This data is unaudited and was used to classify parcels and the related land and owner legal costs for analytical purposes only.

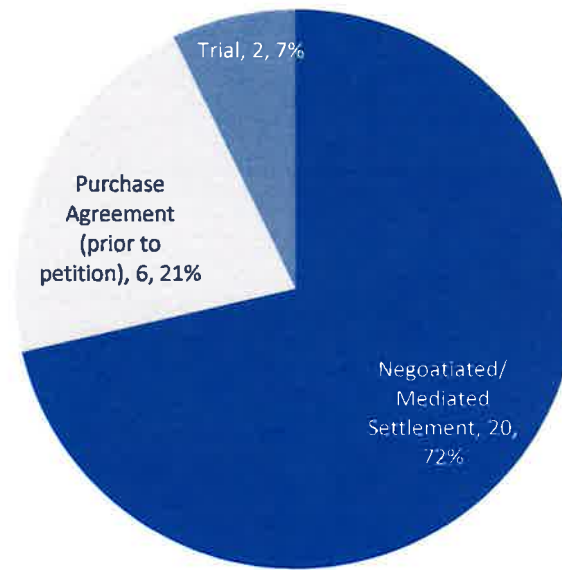
Based on data depicted below, the following key points were observed:

- The majority, or 66%, of parcels were acquired post OT through negotiated or mediated settlement, representing 72% of the dollars spent.
- Parcels settled through trial represented 7% of parcels acquired and 28% of dollars spent, demonstrating a higher cost of trials.
- As reflected by the data in the chart on page 8, on average, the highest legal and expert fees are incurred if a parcel goes to trial.

Settlement Stage by Value

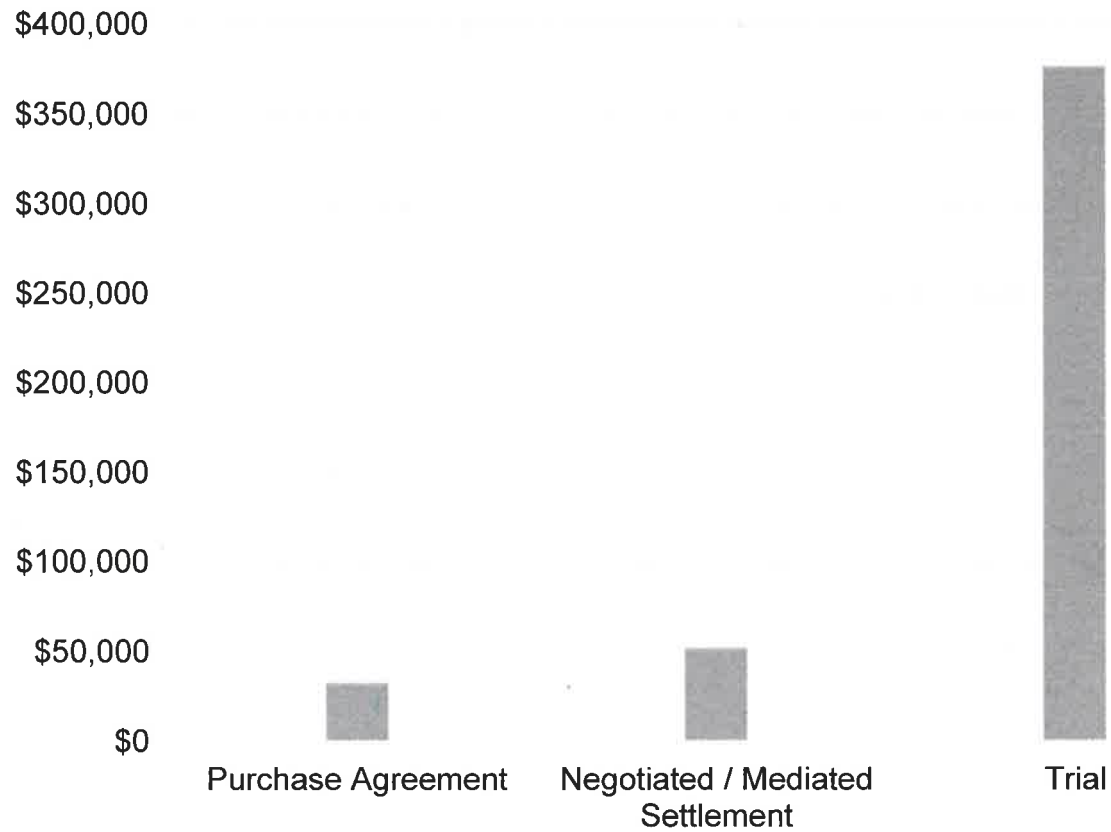


Settlement Stage by Number of Parcels



Executive Summary

Average CFX Legal and Expert Fees by Settlement Stage*



*Based on unaudited data taken from monthly TIFIA reports for the 28 parcels selected for the audit; does not include owner legal costs and expert fees.

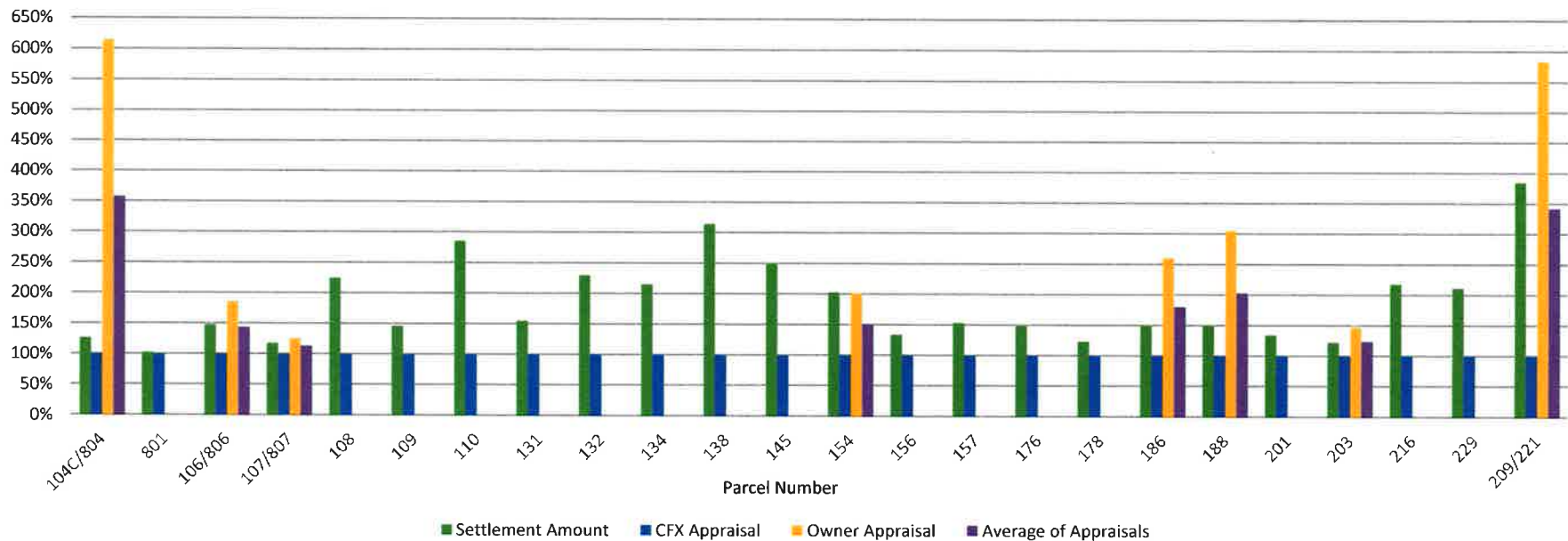
Executive Summary

Results – Data Analytics (continued)

Land Settlement Costs versus Appraisals

The following unaudited data was obtained from the monthly TIFIA reports. Comparing the final land settlement cost to the Authority’s appraisal and the owner’s appraisal, as available and reportable, the data for several parcels acquired revealed large differences between appraised values and settlements. This chart does not include confidential information obtained orally during mediations, such as owner demands that could not be shared or reported. In three of the four cases depicted below where owner’s appraisals were in excess of 200% over the Authority’s appraised value, the Authority’s final settlement costs were closer to the Authority’s appraisals than the owner’s appraisal. The fourth case depicted below (209/221) was a trial verdict.

Land Settlement As Percentage of Land Appraisal

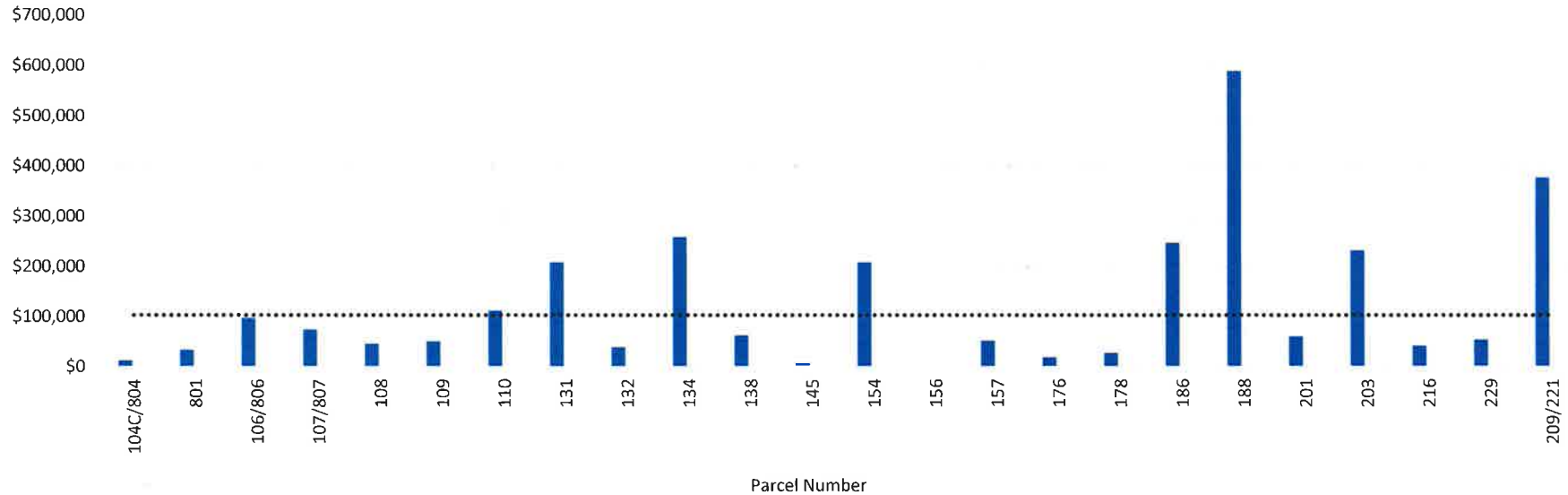


- Outliers (i.e., Settlement amount exceeded 250% of the CFX appraisal or average appraisal if applicable) in the analysis were as follows:
 - Parcel 110 was a purchase agreement prior to eminent domain action. Based on the Right of Way Committee minutes related to this parcel, severance damages were explained to the Committee to rationalize the settlement amount. Reported land settlement cost above may account for other compensation to the owner that was not specifically negotiated and could not be reported separately.
 - Parcel 138 had a spread of \$66,000 between the land appraisal of \$33,000 and the land settlement of \$96,000.
 - Parcels 209 and 221 were tried and purchase price was determined by jury verdict.

Executive Summary

Results – Data Analytics (continued)

Owner and CFX Legal, Expert, and Other Fees Per Parcel



- For the in-scope sample, the average legal and expert fees paid per parcel was \$104,168 as obtained from the monthly TIFIA reports.
- Outliers in the analysis were as follows:
 - Parcel 110 was a negotiated agreement prior to petition (eminent domain action).
 - Parcel 131 included two tenant claims.
 - Parcel 134 included relocation payments.
 - Parcel 154 included a business damage claim for two businesses on the property, relocation benefits, and the taking of three manufactured homes.
 - Parcel 186 involved a mediated settlement agreement.
 - Parcel 188 involved taking a residence with 10 acres. Multiple depositions were conducted and it was set for trial when settled. Additionally, there were multiple relocation issues related to this parcel which increased total fees.
 - Parcel 203 involved a business damage claim and involved the taking of a residence.
 - Parcels 209 and 221 were tried. Owner legal, expert, and other fees are not included in the amount above as they have not been paid by the Authority and are not yet included on the monthly TIFIA reports. Once paid, amount depicted above will increase.
- Parcel 156 attorney’s fees/costs were billed to Project 202 General Matter. Because the attorney fee’s/costs were blended into Project 202 General Matter for multiple parcels, the costs related to Parcel 156 were not included in the chart above.

Detailed Observations – Processes and Controls

Legal Invoice Review

Monitoring of Parcel Acquisition

Procurement

Observation 1 – Right of Way Recordkeeping

Relative Priority: *Medium*

Based on Transportation Infrastructure Finance and Innovation Act (TIFIA) loan requirements, the Authority submits a monthly report of project costs to the Federal government and will be required to report final costs for the project in order to obtain the TIFIA loan funding. During the audit, we reviewed various sources of Right of Way data, including the Right of Way Committee minutes, Excel tracking files from outside legal counsel, and the monthly TIFIA reports, and identified multiple instances of inaccurate or inconsistent data between sources. Specifically, the TIFIA reports contained formula errors, data that was incorrectly rolled forward from month-to-month, in addition to classification issues for closed parcels that were listed as open. Of most concern were inaccuracies identified in the TIFIA reports that are designed to track project costs for later funding from the Federal government. There are multiple parties involved in creating and reviewing the TIFIA reports, including Legal Counsel and Finance personnel, which all input or review parts of the report. It is critical that the data in the TIFIA reports be kept complete and accurate for monitoring and reporting purposes. There is an opportunity to improve the quality and reliability of the data gathered for presentation in the TIFIA reports.

Recommendation

The Authority should formalize its quality assurance/quality control process by assigning a process owner(s) responsible for compiling TIFIA data, reconciling TIFIA data to source documents, and verifying the completeness and accuracy of the information included in the monthly TIFIA reports. Additionally, there is an opportunity to centralize Right of Way activity into one spreadsheet or database in order to minimize (or eliminate) the maintenance and monitoring of multiple sources of information.

Management Response

Management concurs.

Continued on the following page....

Detailed Observations – Processes and Controls

Legal Invoice Review

Observation 1 – Right of Way Recordkeeping

Relative Priority: Medium

Management Action Plan

Initially, each Right of Way outside counsel or responsible party within the Authority will confirm the amount paid in the cumulative payments columns of the monthly TIFIA reports to ensure accuracy of the current spreadsheet. If there is a discrepancy identified, the responsible party will research and correct the discrepancy in the TIFIA reports. Going forward, each firm or responsible party will prepare a separate monthly TIFIA report summarizing the activity in the parcels assigned to that firm. The Accounting Department will audit the spreadsheets for accuracy using source documentation, which will be made available to the party responsible for performing the review of the spreadsheets.

Monitoring of Parcel Acquisition

Action Plan Owner/Due Date

Linda Lanosa, Deputy General Counsel / August 2016

Aneth Williams, Manager of Contract Compliance / August 2016

Procurement

Detailed Observations – Processes and Controls

Legal Invoice Review

Observation 2 – Review of Legal Invoices

Relative Priority: Low

The Authority's General Counsel reviews invoices for fees billed by external Right of Way legal counsel for accuracy and compliance with contractual terms. Per the terms of the contracts, external legal counsel will not be reimbursed for expenses such as telecopy, local telephone, data processing, courier or other services that would be deemed to be part of the firm's overhead expenses. However, the firm will notify General Counsel of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed.

Monitoring of Parcel Acquisition

Internal Audit testing identified that one external Right of Way counsel billed the Authority for \$1,440 in copy and printing charges without prior authorization by General Counsel. General Counsel reviewed and approved the invoices for payment; however, there was no evidence that the charges were approved prior to being invoiced.

In addition, supporting documentation is required to be provided by external legal counsel for direct costs incurred, such as court reporters and deposition transcripts. Internal Audit testing identified that one external Right of Way counsel billed the Authority for \$1,135 in court reporters and courier costs. However, invoice support was not provided for these costs and the legal invoice was approved for payment.

Procurement

Recommendation

The Legal Department should review the invoices for appropriateness and to (1) ensure that direct costs billed conform to authorized costs detailed in the contract, (2) supporting documentation is provided for direct costs, and (3) each expert invoice is reviewed and approved by external legal counsel. The Finance Department personnel should conduct a secondary review of invoices for supporting documentation and attorney approval while reviewing invoices for rates and personnel assigned.

Continued on the following page....

Detailed Observations – Processes and Controls

Legal Invoice Review

Observation 2 – Review of Legal Invoices (cont.)

Management Response

Management concurs.

Management Action Plan

Legal Department will perform a review of invoices to (1) ensure that direct costs billed conform to authorized costs detailed in the contract and (2) supporting documentation is provided for direct costs.

In addition, the Finance Department will perform a secondary review of the invoices to include the direct costs, supporting documentation, and approval of the expert invoices.

Monitoring of Parcel Acquisition

Action Plan Owner/Due Date

Joe Passiatore, General Counsel / August 2016

Aneth Williams, Manager of Contract Compliance / August 2016

Procurement

Appendix A – Right of Way Legal Counsel Benchmarking

CFX as compared to the counties and cities represented on the Board:

The following benchmarking charts are based on Internal Audit's discussion with members of various tolling authorities, cities and counties. The first chart is a comparison of CFX to other tolling and transportation authorities. The entities selected are a mixture of in-state and out-of-state authorities. The second chart is a comparison of CFX to local (i.e., in-state) cities and counties.

The information presented in the following charts is a broad comparison and is not intended to serve as a scorecard and should not be used to infer conclusions about an entity's legal department. There are numerous qualitative factors that make benchmarking CFX legal counsel to other entities complex. For instance, no two eminent domain cases are alike. Factors that may influence the amount of time and effort required for an eminent domain case, include but are not limited to: the type of taking (whole or partial), the type of property and its current/future use, and the number of owners and ownership interests (e.g., businesses, tenants, etc.). Additionally, another factor is the amount of time available before the acquisition deadline and whether it is possible to negotiate a voluntary purchase with the owner(s). Furthermore, the entity may be required to pay the owner(s) severance damages, relocation fees, and business damages.

Moreover, comparing the size of a legal department across different types of governmental entities is complex. Some entities primarily use in-house legal assistance, some entities use a mixture of in-house and outside counsel, and some primarily use outside counsel. Full-time equivalent (FTE) information, which would be a better representation of time spent by a legal department on eminent domain cases, was not available across entities. As such, the size of the legal department in the following benchmarking charts is presented in total and does not take into account the different types of legal matters that each entity's legal department may encounter (e.g., land use, general administrative issues, ordinances, building and zoning, corrections, etc.).

CFX has increased the use of eminent domain cases due to significant growth in Central Florida, the need for additional roadways, and specific deadlines mandated by the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan that was used to help finance the roadway expansion. In comparison, CFX has increased usage of eminent domain cases whereas other governmental entities may not have experienced the same need for land acquisition through eminent domain.

Appendix A – Right of Way Legal Counsel Benchmarking (cont.)

CFX as compared to other tolling and transportation authorities in the United States:

The North Texas Tolling Authority and Harris County (Texas) Tolling Authority were selected based on the size similarity to CFX. Additionally, the Florida Turnpike Enterprise, Tampa Hillsborough Expressway and Miami Dade Expressway were selected because they are local (i.e., in-state) entities. The North Carolina Turnpike was selected as an additional comparison point although structure differs from CFX. North Carolina Turnpike is part of the North Carolina Department of Transportation (NCDOT), which is responsible for building, repairing and operating all roadways in North Carolina.

	CFX	North Carolina Turnpike*	North Texas Tolling Authority	Harris County (Texas) Tolling Authority	Florida Turnpike Enterprise	Tampa Hillsborough Expressway	Miami Dade Expressway
Size of Legal Department	2	31	2	2	1	1	2
Counsel Used	Primarily Outsourced	In-House	Outsourced	In-House (unless litigation required)	In-House	In-House (unless litigation required)	Outsourced
Qualitative Factors	Extensive eminent domain litigation mainly through the use of outside counsel. TIFIA loan requirements require strict timelines for acquisition.	The North Carolina Turnpike is part of the NCDOT and conducts extensive ROW acquisition. Nineteen (19) attorneys assigned to ROW division.	No ROW acquisition currently.	Irregular ROW acquisition. Covered by County's legal department. Additionally, Harris County has a separate Right of Way department with 15 full-time staff members.	Extensive ROW acquisition. Agency is part of Florida Department of Transportation and utilizes their legal resources in addition to one resource on-staff.	Very few ROW parcels acquired and most acquired through negotiated settlement.	Beginning a large project, but irregular ROW acquisition in the past. Agency policy encouraging negotiated purchase.

The above data is based on unaudited information provided to Internal Audit by the agencies. Comparable agencies were judgmentally selected by Internal Audit during the planning phase of the audit.

Appendix A – Right of Way Legal Counsel Benchmarking (cont.)

CFX as compared to the counties and cities represented on the Board:

In general, the Authority’s decision to primarily outsource appears in line with the other county (Osceola) that is most similar to it in terms of size of legal department and spend. Lake County keeps ROW in house and has a legal department that is similar in size, but spend is significantly less than the Authority’s and the complexity of acquisitions is less, as approximately 88% of parcels acquired through negotiated sale prior to eminent domain. The City and the counties with larger in-house staff tend to keep ROW acquisition in-house.

	CFX	Osceola County	City of Orlando	Seminole County	Lake County	Orange County
Size of Legal Department	2	4	30	13	3	16
Counsel Used for ROW	Primarily Outsourced	Outsourced	In-House (unless litigation required)	In-House (unless litigation required)	In-House	In-House
Qualitative Factors	Extensive eminent domain litigation mainly through the use of outside counsel. TIFIA loan requirements require strict timelines for acquisition.	Very irregular and infrequent eminent domain.	Regular ROW acquisition, but filing eminent domain action is irregular. One of the attorneys in the City Attorney’s Office has substantial eminent domain experience. Additionally, the City’s legal department handles a variety of legal matters including police cases.	Infrequent ROW acquisition.	Approximately 20 parcels purchased annually. Approximately 3 parcels involved eminent domain action with no trials.	Few parcels acquired.

The above data is based on unaudited information provided to Internal Audit by the entities identified.

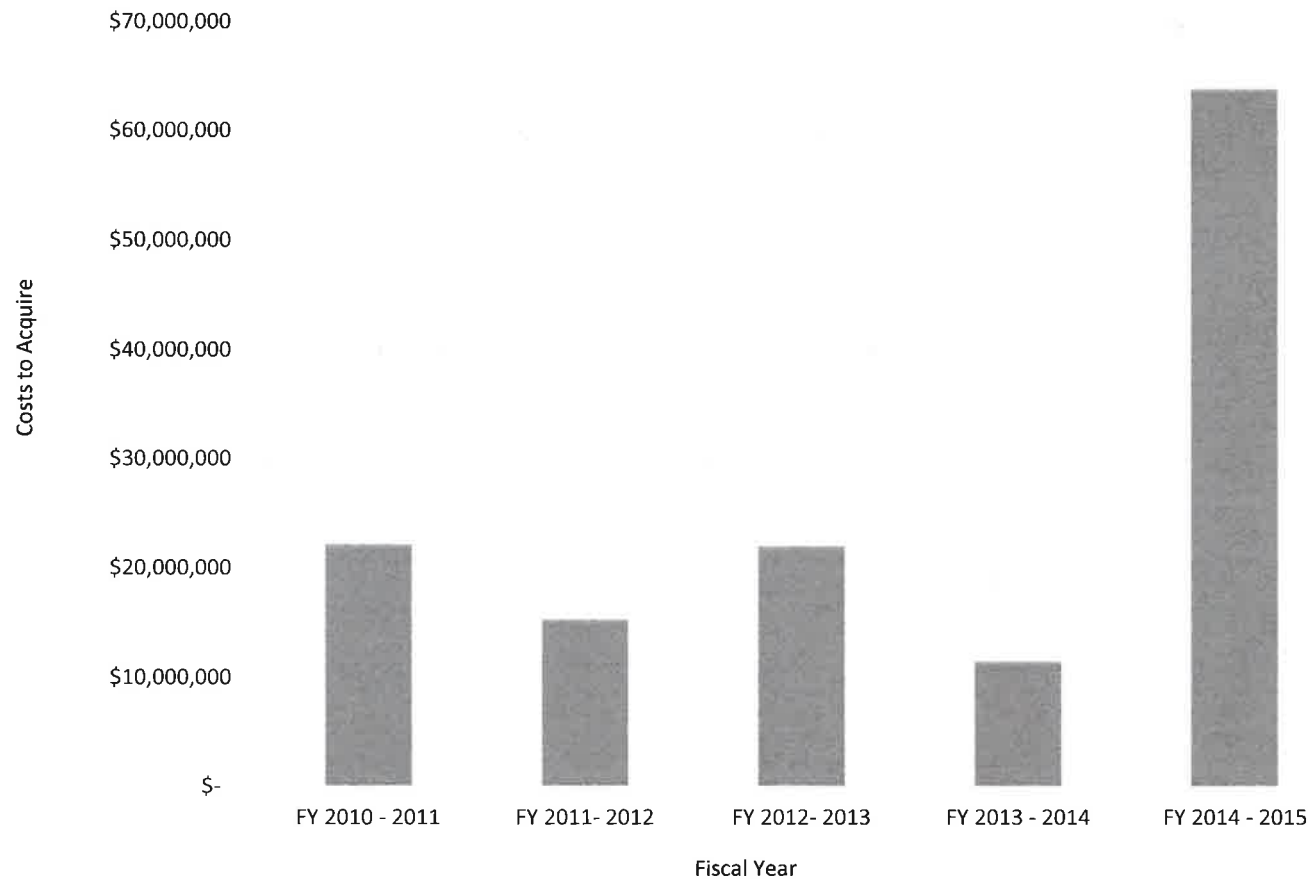
Appendix B – Benchmarking of Evaluation Criteria – ROW Legal Counsel

RFP EVALUATION METRIC USED (Evaluated over a total of 100 points)	CFX*	ORANGE COUNTY, CITY OF ORLANDO, OSCEOLA COUNTY, SEMINOLE COUNTY AND LAKE COUNTY	OTHER TOLLING AND TRANSPORTATION AUTHORITIES
Eminent Domain/Trial Experience	25	20-45	30-90
Local Staff Qualifications	30	20 - 40	10 - 40
Mitigation Approach	25	20 - 25	20 - 30
Cost Proposal	15	20 - 25	-
Minority/Women Business Enterprise Participation	-	10 - 20	0 - 10

* The Authority's Scoring Metric was last used during the 2015 Right of Way RFP process.

Appendix C - ROW Acquisition Costs by Fiscal Year*

ROW acquisition costs include cost of the parcel, legal and expert fees of both owner and the Authority. The below data includes all spend from 2010 through 2015, including parcels for which Final Judgment has not been entered, but deposits have been paid in the amount of the Authority's appraisal and legal and expert fees for all parcels regardless of completion.



*As recorded by the Central Florida Expressway Authority in the Comprehensive Annual Financial Report (CAFR).

Appendix D – Key Controls

The following key controls were identified by Internal Audit as part of the Right of Way audit:

Legal Invoice Review

1. CFX reviews legal invoices and checks rates, description of services, and expenses billed before approving and processing for payment.
2. General Counsel reviews invoices for obvious duplication of tasks or high volume of hours.
3. General Counsel reviews invoices submitted by outsourced legal counsel for activities being billed and the appropriateness of billings related to the status and strategy of the case.

Monitoring of Parcel Acquisition

4. Deputy General Counsel receives and reviews legal filings of outsourced counsel.
5. ROW Committee must approve all ROW acquisitions settlements before the Board approves payment, with the exception of those cases decided at trial.
6. The Board provides the authorization to initiate eminent domain proceedings.
7. ROW Committee oversees and directs CFX delegation of authority to make offers, negotiate settlements, approve mediation and condemnation settlements.
8. ROW Legal Counsel is responsible for all legal matters pertaining to the property acquisition process, including but not limited to preparing, filing, and prosecuting eminent domain proceedings (upon approval of CFX).
9. ROW Legal Counsel, with oversight from General Counsel's office, is responsible for negotiating settlement agreements achieved after the filing of eminent domain proceedings, and will be responsible for securing approvals of such settlements, through the Right of Way Committee and Board.

Appendix D – Key Controls

The following key controls were identified by Internal Audit as part of the Right of Way audit:

Procurement

10. Requests for proposal (RFPs) require specific levels of experience for any firms applying and specifically related to the practice of eminent domain.
11. CFX has developed a Procurement Policy which is available online, as well as a Procurement Procedure Manual. The policy is reviewed and updated at least every two years, and the Procurement Procedure Manual is updated annually.
12. CFX's Procurement Policy and Procurement Procedure Manual establishes a procurement authorization matrix which indicate the level of approval/authorization required at each threshold, as well as number of bids required for each process.
13. Shortlisted firms are interviewed and scored by the Committee members based on technical criteria.
14. Contracts for goods and services shall not exceed an initial term of five years. A renewal clause extending the term for up to five one-year periods may be provided.
15. Standard Authority forms for contracts, amendments, supplemental agreements, renewal and similar documents shall be developed and used whenever possible. It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain services providers and financial institutions preclude the use of such standard documents by the General Counsel must be received prior to their execution.
16. The Authority uses a "Request for Proposal" process which details the work to be performed and qualifications required from responding firms.
17. It is typically the Authority's desire to obtain at least three competitive bids or proposals for each new project; however, it is not required. In the instances where less than three bids are received a document is completed by the Director of Procurement to document the award decision (if applicable).
18. Except for Emergency Purchases, all contracts, supplemental agreements, amendments, purchase orders and contract renewals obligating the Authority to an amount of \$50,000 or more shall have the prior approval of the Authority's Board of Directors.
19. Members of the Authority's Evaluation Committee will be required to complete a disclosure form, in compliance with the Authority's Ethics Policy, identifying any potential conflict of interest and certifying that no outside relationship exists that would adversely affect the member's judgment while serving on the Committee.
20. Price proposals are opened by the Committee following the completion of the technical proposal scoring. A predefined scoring criteria is used to evaluate the price proposals and included in the Scoring Summary Form. The price scores are added to the technical scores for the final ranking based on points.



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CONSENT AGENDA ITEM

#14

MEMORANDUM

TO: CFX Board Members

FROM: Jeff Tecau, Protiviti

DATE: April 28, 2016

SUBJECT: Internal Audit Reports

Attached, please find the 2017 Internal Audit Plan as reviewed and accepted by the Audit Committee on April 27, 2016.

The 2017 Internal Audit Plan was compiled through interviews with the Board and Authority staff. The results of the risk assessment discussions and collective insights obtained around risk trending, key changes in the organization, and key initiatives were used to develop and define a proposed listing of Internal Audit projects for 2017 to address key areas of focus. The final list of projects on the 2017 plan and the related budget allotments were discussed, selected, and approved by the Audit Committee on April 27, 2016.

Reviewed by:





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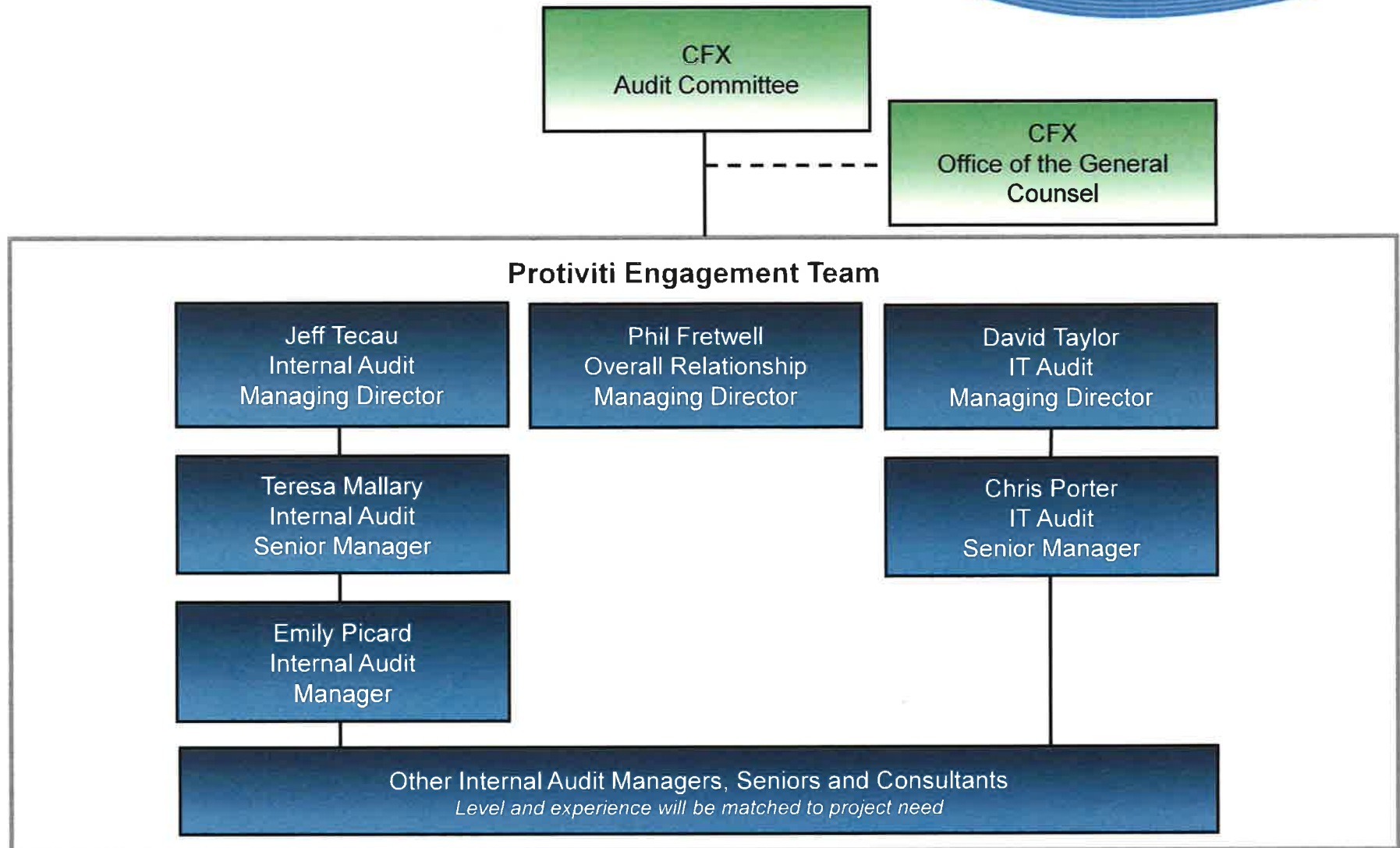
**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

**Internal Audit Plan
For the Fiscal Year Ending June 30, 2017**

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Your Internal Audit Team



Background

A 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 2017 risk assessment was to identify and prioritize key areas of risk within the Authority to consider in designing the fiscal 2017 Internal Audit plan. The approach utilized in conducting the fiscal 2017 risk assessment and in developing the fiscal 2017 Internal Audit plan is depicted below. Risk assessment results are included in Appendix B.

	<p>Identify Key Areas of Risk to be Assessed</p>	<ul style="list-style-type: none"> -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 														
	<p>Assess & Prioritize Areas of Risk</p>	<ul style="list-style-type: none"> -Conduct interviews with senior management and the Board 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 														
	<p>Select Focus Areas</p>	<ul style="list-style-type: none"> - Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2017 - Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus 														
<table border="1"> <caption>Proposed Internal Audit Projects Distribution</caption> <thead> <tr> <th>Category</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>Planning, Administration & Marketing</td> <td>11%</td> </tr> <tr> <td>Treasury and Cash Management</td> <td>23%</td> </tr> <tr> <td>Inventory Management</td> <td>23%</td> </tr> <tr> <td>Information Technology Security</td> <td>17%</td> </tr> <tr> <td>Third Party</td> <td>12%</td> </tr> <tr> <td>Discontinuity / Special Projects</td> <td>16%</td> </tr> </tbody> </table>	Category	Percentage	Planning, Administration & Marketing	11%	Treasury and Cash Management	23%	Inventory Management	23%	Information Technology Security	17%	Third Party	12%	Discontinuity / Special Projects	16%	<p>Develop & Approve Audit Plan</p>	<ul style="list-style-type: none"> -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
Category	Percentage															
Planning, Administration & Marketing	11%															
Treasury and Cash Management	23%															
Inventory Management	23%															
Information Technology Security	17%															
Third Party	12%															
Discontinuity / Special Projects	16%															

Interview List

The following thirty (30) individuals were interviewed to gather information to develop the fiscal year 2017 Internal Audit plan:

<u>Name</u>	<u>Title</u>	<u>Name</u>	<u>Title</u>
Commissioner Welton Cadwell	Board Chairman	Joe Passiatore	General Counsel
Commissioner Scott Boyd	Board Vice-chairman	Linda Lanosa	Deputy General Counsel
Commissioner Brenda Carey	Board Secretary/Treasurer	Claude Miller	Director of Maintenance
Mayor Buddy Dyer	Board Member	David Wynne	Director of Toll Operations
Commissioner Fred Hawkins Jr.	Board Member	Ben Dreiling	Director of Construction
Mayor Teresa Jacobs	Board Member	Joann Chizlett	Director of IT Special Projects
Andria Herr	Board Member	Glenn Pressimone	Director of Engineering
Jay Madara	Board Member	Iranetta Dennis	Director of Supplier Diversity
S. Michael Scheeringa	Board Member	Rene Rodrigue	Director of Information Technology
Brian Battles	Audit Committee Chairman	Evelyn Wilson	Director of Human Resources
Laura Kelley	Executive Director	Michael Carlisle	Manager of Accounting and Finance
Joe Berenis	Chief of Infrastructure	Don Budnovich	Resident Engineer/Sr. Project Manager
Corey Quinn	Chief of Technology/Operations	Dan Goff	Vendor; AECOM Project Manager
Lisa Lumbard	Chief Financial Officer	Allie Braswell	Vendor; Egis EPASS Project Manager
Michelle Maikisch	Chief of Staff/Public Affairs	Brent Wilder	Vendor; PFM Financial Advisor

Internal Audit Spend Benchmarks

There are several qualitative factors to consider when evaluating the level of Internal Audit resources. Below are statistics from the Institute of Internal Audit (IIA) 2015 Global Audit Information Network (GAIN) Benchmarking Study for the Transportation Industry to use as a starting point and key factors to consider, based on specific needs and circumstances.

IIA Benchmark Size of Company	IIA Benchmark Average	CFX FY 2015	IIA Benchmark Average Audit Staff	IIA Benchmark Average IA Cost as % of Revenue	Average Internal Audit Cost (Calculated)
Revenues < \$500M	\$382M	\$359M	3.80	0.1133%	\$407K
Assets \$1B - \$5B	\$2.74B	\$4.4B	7.19	0.0412%	\$1.8M

Average IA Spend



Factors	Lowers Resource Need	Increases Resource Need
Number of Locations	Few locations	Significant number of locations
Degree of Centralization	Highly centralized	Decentralized
Control Environment	Strong internal control environment	Poor internal control environment
Maturity of Business Processes	Optimized processes	Ad-hoc processes
Audit Scope / Board & Mgt Needs	Limited scope	Expansive scope
Degree of Change in the Business	Low degree of change	High degree of change
Board's Risk Tolerance	High risk tolerance	Low risk tolerance
Regulations	Low	High

3 Year Internal Audit Plan

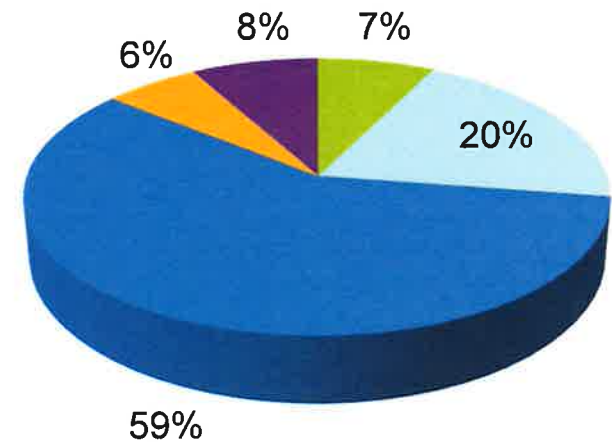
Description	Frequency	Date Last Performed	Audit Plan Year		
			2017	2018	2019
Annual Internal Audits					
Internal Audit Plan and Risk Assessment	Annual	2016	\$ 25,000	\$ 25,000	\$ 25,000
Board and Audit Committee Meetings	Annual	2016	\$ 15,000	\$ 15,000	\$ 15,000
Prior Year Recommendations: Semi-Annual Follow-up	Annual	2016	\$ 12,000	\$ 12,000	\$ 12,000
Procurement & Contract Billing Audits	Annual	2016	\$ 40,000	\$ 40,000	\$ 40,000
DHSMV Data Security Assessment	Annual	2016	\$ 25,000	\$ 25,000	\$ 25,000
Contingency for Special Project Requests	Annual	N/A	\$ 25,000	\$ 25,000	\$ 25,000
		Total	\$ 142,000	\$ 142,000	\$ 142,000
Cyclical Audits					
Purchasing Spend Data Audit	5 Year Cycle	2010	\$ 35,000		
Accounting System Access and SOD Review	5 Year Cycle	2011	\$ 25,000		
Human Resources Process Review	5 Year Cycle	2011	\$ 25,000		
Business Continuity Management Review	5 Year Cycle	N/A	\$ 32,000		
Information Security Risk Assessment - Phase I	3 Year Cycle	N/A	\$ 25,000	X	
Toll Violations and Toll-by-Plate Audit	5 Year Cycle	2012		X	
Ethics Policy Compliance Audit	3 Year Cycle	2015		X	
IT General Controls Review	3 Year Cycle	N/A		X	
Bond Financing Review	3 Year Cycle	2016			X
Toll Revenue Audit	3 Year Cycle	2016			X
Sensitive Data / Data Management Review	5 Year Cycle	2014			X
Safety and Maintenance Policy and Procedures Compliance Audit	5 Year Cycle	2014			X
PCard and Gas Card Audit	5 Year Cycle	N/A			X
COSO 2013 Governance Review	5 Year Cycle	2015			X
Right of Way Audit	5 Year Cycle	2016			X
As Needed Audits					
Public Records Review	As Needed	N/A	\$ 30,000		
Change Management Review – Tolling System Replacement	As Needed	2016 - Phase I	\$ 50,000		
Customer Service Center Performance Assessment	As Needed	2015	\$ 48,000		
Call Center Staffing Model Development	As Needed	N/A	\$ 15,000		
Vendor Security Review	As Needed	N/A	\$ 48,000		
Discount/Rebate Program Audit	As Needed	N/A	\$ 24,000		
Internal Penetration Test	As Needed	N/A		X	
ISO 27001 Information Security Review	As Needed	N/A		X	
Swaps Review	As Needed	N/A		X	
TRAILS Program Review	As Needed	N/A		X	
IT Service Management Review	As Needed	N/A			X
Customer Service Management and Lane Scheduling Review	As Needed	N/A			X
		Grand Total	\$ 499,000	TBD	TBD
PCI Assessment					
PCI Assessment with Report on Compliance	Annual	2015	\$ 65,000	\$ 65,000	\$ 65,000

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FY 2017 Internal Audit Coverage

	Budget Allocation	Frequency
Strategic & Governance		
• Fiscal 2018 Internal Audit Plan and Risk Assessment	\$25,000	Annual
• Prior Audit Recommendations: Semi-Annual Follow-up	\$12,000	Annual
Financial		
• Procurement & Contract Billing Audits	\$40,000	Annual
• Purchasing Spend Data Audit	\$35,000	5 Year Cycle
• Accounting System Access and SOD Review	\$25,000	5 Year Cycle
Operations & IT		
• DHSMV Data Security Assessment	\$25,000	Annual
• Human Resources Process Review	\$25,000	5 Year Cycle
• Business Continuity Management Review	\$32,000	5 Year Cycle
• Information Security Risk Assessment – Phase I	\$25,000	3 Year Cycle
• Change Management Review – Tolling System Replacement	\$50,000	As Needed
• Customer Service Center Performance Assessment	\$48,000	As Needed
• Call Center Staffing Model Development	\$15,000	As Needed
• Vendor Security Review	\$48,000	As Needed
• Discount/Rebate Program Audit	\$24,000	As Needed
Regulatory & Compliance		
• Public Records Review	\$30,000	As Needed
Other		
• Board and Audit Committee Meetings	\$15,000	Annual
• Contingency for Special Project Requests	\$25,000	Annual
Total Internal Audit Budget	\$499,000	
PCI Assessment with Report on Compliance*	\$65,000*	Annual
GRAND TOTAL	\$564,000	



* The PCI Assessment is a separate contract and is not included in the Internal Audit contract

Internal Audit Timeline

FY 2017 Estimated Project Timeline

July Aug Sept Oct Nov Dec Jan Feb Mar Apr May June

Annual Audits

1. Internal Audit Plan and Risk Assessment
2. Board and Audit Committee Meetings
3. Prior Audit Recommendations: Semi-Annual Follow-Up
4. Procurement & Contract Billing Audits
5. DHSMV Data Security Assessment
6. Contingency for Special Project Requests

Cyclical Audits

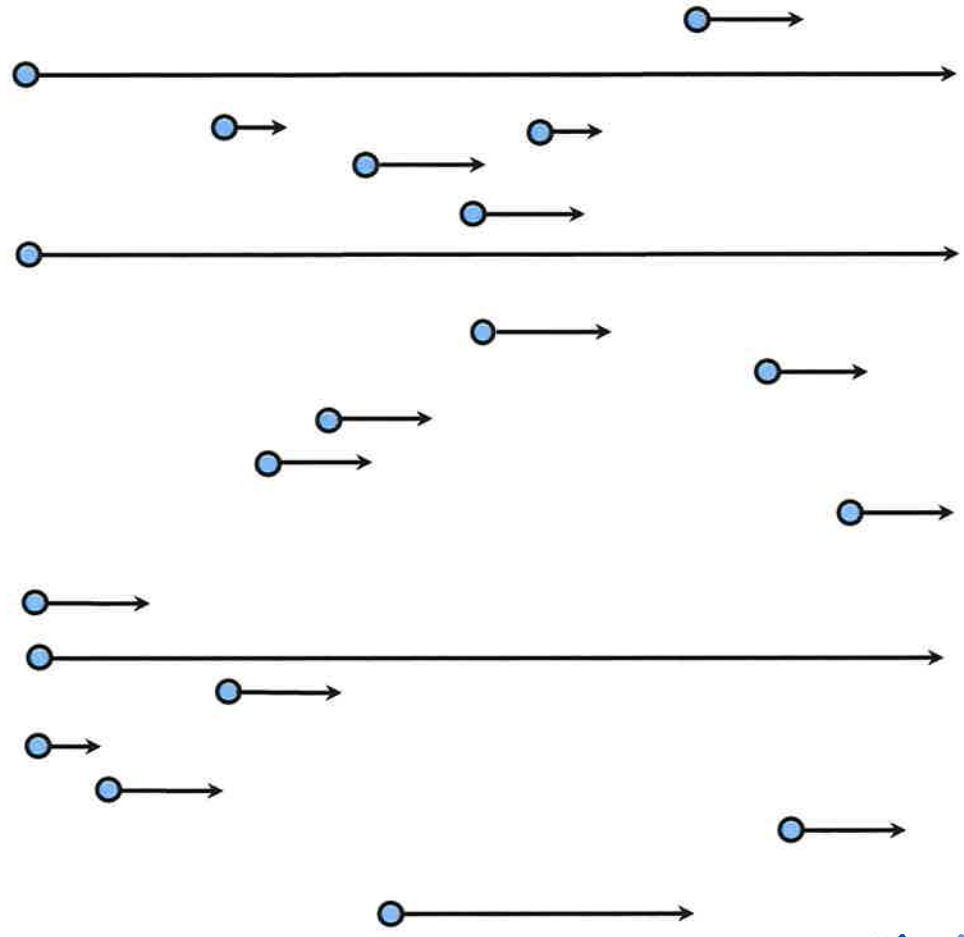
6. Purchasing Spend Data Audit
7. Accounting System and SOD Review
8. Human Resources Process Review
9. Business Continuity Management Review
10. Information Security Risk Assessment – Phase I

As Needed Audits

11. Public Records Review
12. Change Management Review – Tolling System Replacement
13. Customer Service Center Performance Assessment
14. Call Center Staffing Model Development
15. Vendor Security Review
16. Discount / Rebate Program Audit

PCI Assessment

17. PCI Assessment with Report on Compliance



FY 2017 Internal Audit Project Descriptions

#	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 2017/2018 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 2017/2018 Internal Audit plan, with a focus on addressing opportunities identified during the risk assessment process.	Strategic Planning Fraud Governance	\$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 2017. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.	Governance	\$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.	Governance	\$12,000
4	Procurement & 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 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 review of other key data points.	Contract Management Contract Performance Reporting Cost Containment Procurement and Vendor Selection	\$40,000
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.	Cyber Security Data Security	\$25,000
6	Contingency for Special Project Requests (Annual)	Contingency in Internal Audit budget for special project requests.	Various	\$25,000
7	Purchasing Spend Data Audit (Cyclical)	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 and Vendor Selection	\$35,000

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FY 2017 Internal Audit Project Descriptions

#	Project	Project Description	Risks	Estimated Cost
7	Accounting System Access and Segregation of Duties Review (Cyclical)	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	\$25,000
8	Human Resources Process Review (Cyclical)	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
9	Business Continuity Management Review (Cyclical)	This review will focus on how the Authority manages Business Continuity, including IT Disaster Recovery plans and Crisis Management. 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	\$32,000
10	Information Security Risk Assessment – Phase I	Protiviti will conduct a risk assessment of CFX's IT function that will identify asset groupings within the environment and assign them a value so that Management may prioritize in what order to address risks posed to them. 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. This project will be conducted in two phases, Phase I taking place in FY 2017.	Cyber Security Data Security	\$25,000
11	Public Records Review (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

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FY 2017 Internal Audit Project Descriptions

#	Project	Project Description	Risks	Estimated Cost
12	Change Management Review –Tolling System Replacement (One-Time)	The Authority is in the process of replacing the toll plaza collection system. An access control review will be conducted on the Law Enforcement Notification System ("LENS") component of this replacement. Additionally, network vulnerability scans may be conducted on systems that have completed Factory Acceptance Testing but have not been put into production. This will allow Internal Audit to identify potential vulnerabilities to systems prior to their deployment so they may be remediated.	IT Change Management Toll Collections	\$50,000
13	Customer Service Center Performance Assessment (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 fiscal 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 through silent observations of calls and statistical analysis to extrapolate results.	Back Office Consolidation Cost Containment Customer Satisfaction Public Relations	\$48,000
14	Call Center Staffing Model Development (One-Time)	CFX has asked for assistance with an independent analysis of their call center staffing numbers and for help forecasting agent needs to assist them with managing their vendor contract and higher than normal call volumes that are exceeding their current contract limitations.	Cost Containment Customer Satisfaction Public Relations	\$15,000
15	Vendor Security Review (One-Time)	This review will assess the security of vendor IT connections that come into the Authority's environment, as well as the design and operating effectiveness of the security configurations and controls that surround the Authority's data within vendor's environments.	Cyber Security Data Security	\$48,000
16	Discount/Rebate Program Audit	Given recent changes to provide more volume discounts to riders as a relief measure with the interstate construction project underway in addition to the new marketing initiatives underway, rebates and volume discounts continue to increase. This project would involve an audit of rebates and volume discount programs for completeness and accuracy and a review of the policies and procedures in place to manage the process.	Toll Collections Toll Discounts/Rebates	\$24,000

FY 2017 PCI Assessment

#	Project	Project Description	Risks	Estimated Cost
1	PCI Assessment with Report on Compliance	This project will be to fully test the Authority's compliance with the PCI Data Security Standard, (PCI-DSS) version 3.1 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.	IT Security	\$65,000

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Appendix A Internal Audit Charter

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Internal Audit Charter

Central Florida Expressway Authority Fiscal 2017 Internal Audit Department Charter

**Proposed changes to Fiscal 2017 Internal Audit Charter are italicized*

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 is appointed by the Expressway Authority Board, and reports to them through the Audit Committee. The role of the Internal Auditor 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 Auditor reports to the Office of 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. *The Internal Auditor will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. The Internal Auditor will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.*

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 Auditor 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 Auditor 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.

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 Auditor 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.



Internal Audit Charter

STANDARDS & PROFESSIONALISM

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. *In addition, the internal audit activity will adhere to the Expressway's relevant policies and procedures and the internal audit activity's standard operating procedures manual.*



Appendix B

Enterprise Risk Assessment

Enterprise Risk Assessment

To assist with the development of the fiscal 2017 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 2017, 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 2017 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.

CFX Risk Model

Strategic & Governance

- **Strategic Planning**
- Regulatory Changes
- **Governance**
- Communication
- **Back Office Consolidation**
- **Public Relations**
- Organization Structure
- Statewide Interoperability
- Political Environment
- Leadership
- National Interoperability
- Asset & Liability Transfer Risk*
- **Succession Planning**
- Access to Capital
- Ethical Compliance
- Outsourcing
- Toll Rate Management

Financial

- **Financial Reporting**
- **Cost Containment**
- Management Performance Reporting
- **Fraud**
- Bond Financing / Covenant Compliance
- Swap Pricing*
- **Contract Performance Reporting**
- **Procurement and Vendor Selection**
- Right of Way
- Cash Handling
- Treasury and Liquidity Management

Operations & IT

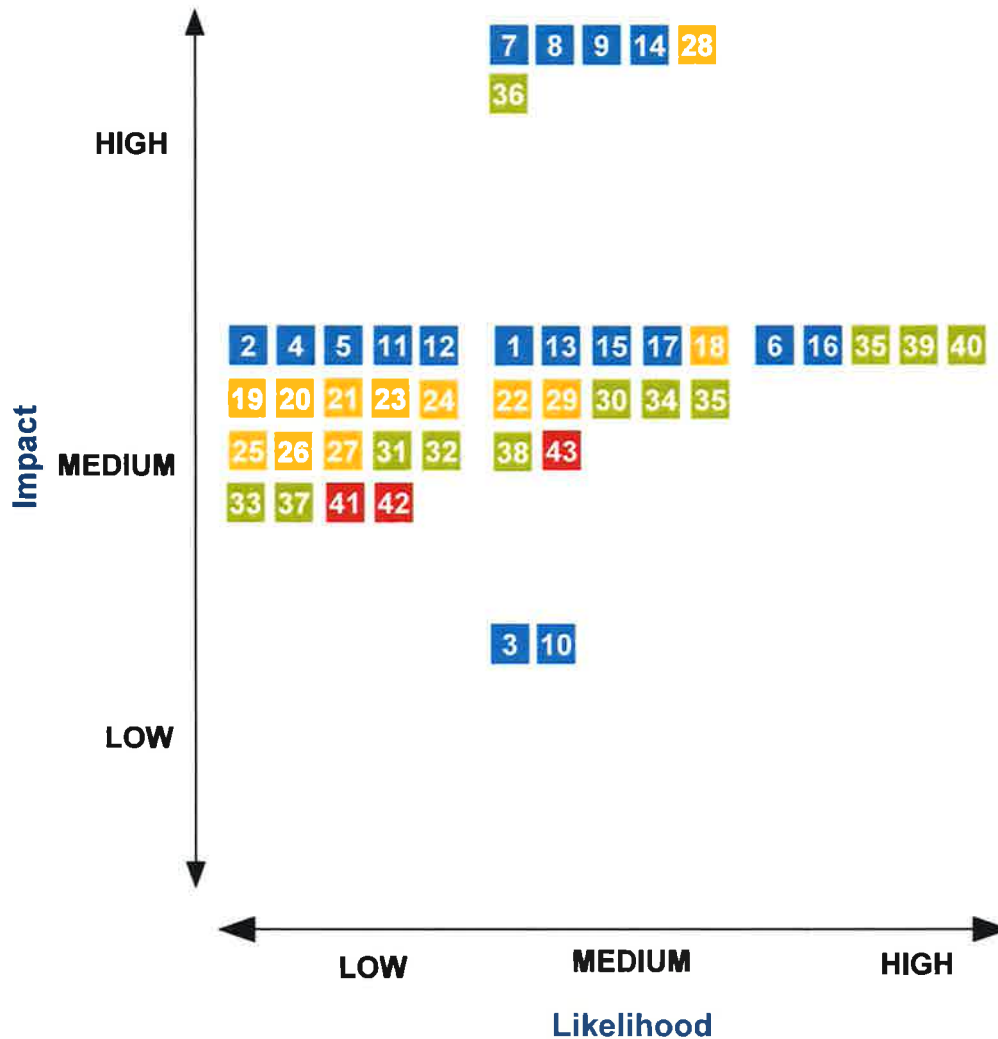
- Toll Violations
- **Toll Collections**
- **Data Security***
- IT Applications
- **Human Resources**
- **Customer Satisfaction**
- **IT Infrastructure / Business Continuity**
- **Cyber Security***
- **Toll Discounts/Rebates***
- **IT Change Management**
- Insurance Coverage

Regulatory & Compliance

- Maintenance & Safety
- **Records Management**
- **Contract Management**

* Represents new risks added for FY 2017. **Bold** represents risks addressed by FY 2017 Internal Audit plan.

Enterprise Risk Map – Residual Risk



STRATEGIC & GOVERNANCE

- 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 Compliance
- 10 Communication
- 11 Leadership
- 12 Outsourcing
- 13 Public Relations
- 14 Back Office Consolidation
- 15 National Interoperability
- 16 Toll Rate Management
- 17 Asset & Liability Transfer Risk

OPERATIONS & IT

- 30 Toll Violations
- 31 Toll Collections
- 32 IT Application Controls
- 33 Human Resources
- 34 IT Infrastructure/Business Continuity
- 35 Cyber Security
- 36 IT Change Management
- 37 Insurance Coverage
- 38 Customer Satisfaction
- 39 Data Security
- 40 Toll Discounts/Rebates

REGULATORY & COMPLIANCE

- 41 Contract Management
- 42 Maintenance and Safety
- 43 Records Management

FINANCIAL

- 18 Bond Financing / Covenant Compliance
- 19 Fraud
- 20 Management Performance Reporting
- 21 Budgeting
- 22 Cost Containment
- 23 Treasury and Liquidity Management
- 24 Cash Handling
- 25 Procurement and Vendor Selection
- 26 Contract Performance Reporting
- 27 Financial Reporting
- 28 Right of Way
- 29 Swap Pricing

Key Fraud Risks

As part of the Enterprise Risk Assessment, Internal Audit discussed potential fraud risk scenarios with management and the Board and identified the following potential fraud scenarios for consideration when executing FY 2017 Internal Audit work.

- Unauthorized / improper use of corporate credit cards / misuse of funds
- Awarding of work to related parties
- Bribery / kickback to award bids
- Management disclosure of confidential information during procurement
- Theft or misuse of confidential financial information
- Billing for work not performed or vendor overbillings
- Circumvention of procurement
- Selective disclosure to Board or public
- Earnings management
- Management override of controls
- Nepotism
- Use of confidential information for personal gain
- Solicitation
- Unauthorized adjustment of salary / wages
- Creation of ghost vendors or employees
- Manual journal entries
- Partner billings / payments
- Adjustment to customer accounts
- Theft of cash
- Toll violations
- Counterfeit cash
- Price fixing
- Bid rigging
- Off contract agreements
- Payment of false invoices / invoices do not match contract terms
- Misuse of company assets / theft of company assets
- Falsification of hours worked
- Theft / forgery of payroll or blank checks



Appendix C

Other Potential Audits

Other Potential Audits

#	Project	Project Description	Risks	Estimated Cost
1	Toll Violations and Toll-by-Plate 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	\$40,000
2	Ethics Policy Compliance Audit	CFX has a formal ethics policy in place and will update it to incorporate new ethics language imposed by Florida state legislation. Later in the year, Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation.	Ethical Behavior Financial Reporting	\$29,000
3	IT General Controls Review	This review will focus on the Authority's 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 CFX. 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
4	Bond Financing Review	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
5	Toll Revenue Audit	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

Other Potential Audits

#	Project	Project Description	Risk	Estimated Cost
6	Sensitive Data / Data Management Review	The objectives of the project will be to identify if sensitive data is inappropriately stored in locations on the CFX 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.	Cyber Security Data Security	\$40,000
7	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
8	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
9	COSO 2013 Governance Review	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 Compliance	\$25,000
10	Right of Way Audit	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
11	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.	Cyber Security Data Security	\$32,000

Other Potential Audits

#	Project	Project Description	Risk	Estimated Cost
12	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.	Cyber Security Data Security	\$45,000
13	Swaps Review	<p>Currently, five forward-starting, variable-to-fixed rate interest rate swap agreements exist covering approximately \$499K of outstanding debt. These agreements were entered into on July 13, 2004. The existing synthetic fixed rate swap agreements cover approximately 19% of the overall portfolio, below the existing 25% cap set by Board policy. A review of the existing swap agreements would entail a look back analysis of the transactions supporting the existing swap arrangements on the books. The review would be performed by an independent, third party hired by procurement, with a first phase to outline historical facts and information (to the extent it exists) around the following:</p> <ul style="list-style-type: none"> - Advice provided to the former CFX Board for consistency with available market data at the time the swap arrangements were entered into; -Review of the terms associated with the agreements (features, etc.) and communications around such by the Financial Advisor that advised CFX on the existing arrangements; and -Review of market rates and pricing of the swaps compared to available market data at the time. <p>CFX continues to consult with its Financial Advisor and Finance Committee to review available options specific to amending or terminating the existing swap arrangements and should consider this as a potential project only if the Audit and Finance Committees believe it valuable.</p>	Swap Pricing	* To be determined through a formal RFP process
14	TRAILS Program Review	This audit will encompass a review of the policies and procedures for new tolling lanes on the system that is expected to sell transponders, handle a higher volume of cash than the traditional lanes, process credit cards, and handle checks.	Cash Handling	\$20,000

Other Potential Audits

#	Project	Project Description	Risk	Estimated Cost
15	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
16	Customer Service Management and Lane Scheduling Review	Protiviti will review the use of scheduling toll collectors on the system, lane management, and use of traffic studies to drive scheduling by URS/AECOM in relation to customer service impact.	Customer Satisfaction	\$25,000


CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

DATE: April 26, 2016

SUBJECT: Approval of Contract Renewal Agreement
Internal Auditor Services with
Protiviti, Inc.
Contract No. 00931

Board approval is requested for the first renewal of the referenced contract with Protiviti, Inc. (Protiviti) for internal auditing services. The current contract expires on June 30, 2016. The term of the requested renewal will be one year beginning July 1, 2016, and ending June 30, 2017, in the amount of \$499,000.00. The original contract was three years with two (2) one-year renewals.

The Audit Committee has recommended this renewal.

Original Contract Amount	\$730,500.00
Supplemental No. 1	\$137,000.00
First Renewal	<u>\$499,000.00</u>
Total	\$1,366,500.00

Reviewed by: _____


Joseph Passiatore
General Counsel

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000931

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform internal auditor services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 1st day of July, 2016 and ending the 30th day of June, 2017 in the amount of \$499,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending June 30, 2016, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending June 30, 2016.

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.

PROTIVITI, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

Approved as to form and execution, only

General Counsel for CFX

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 (1) 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 in compliance 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 subconsultants 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 AUTHORITY 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 COUNTY EXPRESSWAY AUTHORITY

By: Claude Miller
Director of Procurement

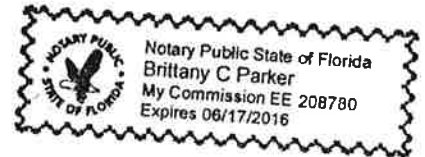
Print Name: Claude Miller

PROTIVITI, INC.

By: Phillip Z. Freeman

Print Name: PHILLIP Z. FREEMAN
MANAGING DIRECTOR
Title

ATTEST: Brittany C. Parker (Seal)



Approved as to form and execution, only.

Joseph Hassiatore
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
Brittany C. Parker
(SEAL) PRINT, TYPE OR STAMP NAME OF NOTARY
Personally known X
or Produced Identification _____
Type of Identification Produced: _____


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

DATE: April 26, 2016



SUBJECT: Approval of Supplemental Agreement No. 1 and Contract Renewal Agreement
Payment Card Industry (PCI) Compliance Audit Services with
Protiviti, Inc.
Contract No. 000960

Board approval is requested for Supplemental Agreement No. 1 and the first renewal to the referenced contract with Protiviti, Inc. (Protiviti) for payment card industry (PCI) compliance audit services. The Supplemental Agreement will add \$70,000.00 to the current term so that services may continue without interruption as explained in the attached memo from Protiviti.

The current contract expires on July 17, 2016. The term of the requested renewal will be one year beginning July 18, 2016, and ending July 17, 2017, in the amount of \$65,000.00. The original contract term was three years with two (2) one-year renewals.

The Audit Committee has recommended renewal.

Original Contract Amount	\$156,625.00
Supplemental No. 1	\$ 70,000.00
Renewal No. 1	<u>\$ 65,000.00</u>
Total	\$291,625.00

Reviewed by: 
Rene Rodriguez, Director of Information Technology 

TO: Corey Quinn, Chief of Technology/Operations, Central Florida
Expressway Authority

FROM: David Taylor, Managing Director, Protiviti

RE: Change Order Request for Payment Card Industry Compliance Audit

DATE: April 19, 2016

Protiviti is requesting a change order to the existing contract for Payment Card Industry (PCI) Compliance Audit (Contract No. 000960). The purpose of the change order is to cover additional time required by Protiviti to complete the 2015 assessment which will result in a Report on Compliance (ROC). Protiviti's original budget was based upon the prevailing PCI Data Security Standard from 2013 (version 2.0). Since then, the PCI standard has changed twice. First to version 3.0 and then to version 3.1. The new version requires significantly more testing and documentation than was required under version 2.0.

The reasons for the change order are as follows:

- The version of the PCI standard when the contract was signed changed twice from version 2.0 to version 3.0 then to version 3.1.
 - *As a result of these changes more testing and documentation is required by Protiviti to complete the Report on Compliance.*
- CFX is required under version 3.x of the PCI DSS to isolate credit card systems. CFX is unable to isolate, so enhanced segmentation controls were designed and put into place.
 - *Protiviti spent unplanned time advising CFX on the enhanced segmentation controls.*
 - *Protiviti is required to test the enhanced segmentation controls. This additional testing was not planned for or contemplated when the PCI contract was signed in 2013.*
- Because of the time it took to implement the enhanced segmentation controls, CFX requested a six month extension to the PCI compliance date.
 - *This extension requires Protiviti to retest all applicable controls (~200+ controls) associated with the Report on Compliance.*

Based on the reasons listed above, 400 additional hours are required. With the contract rate of \$175 per hour, the requested additional fees are \$70,000.

If you would like to discuss this further, please contact me at 407-849-3916.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR PAYMENT CARD INDUSTRY (PCI) COMPLIANCE
AUDIT SERVICES
CONTRACT NO. 000960**

This Supplemental Agreement No. 1 (“Supplemental Agreement”) is entered into this 12th day of May 2016, by and between the Central Florida Expressway Authority (“CFX”) and Protiviti, Inc. (“Consultant”).

WITNESSETH:

WHEREAS, CFX and the Consultant on May 22, 2013, entered into an Agreement whereby CFX retained the Consultant to provide payment card industry (PCI) compliance audit services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$70,000.00 in order to continue the required services through the original term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated May 22, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$70,000.00 which shall make the total not-to-exceed amount of the Contract \$226,625.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant’s waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on May 12, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PROTIVITI, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000960

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Protiviti, Inc., hereinafter called the "Contractor"

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated May 22, 2013, whereby CFX retained the Contractor to perform payment card industry (PCI) compliance audit services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 18th day of July, 2016 and ending the 17th day of July, 2017 in the amount of \$65,000.00 which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending July 17, 2016, the Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending July 17, 2016.

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.

PROTIVITI, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

Approved as to form and execution, only

General Counsel for CFX

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 payment card industry (PCI) compliance audit and related tasks as may be assigned to the AUDITOR by the AUTHORITY and identified as Contract No. 000960; and,

WHEREAS, on or about March 23, 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 PCI compliance audit in accordance with direction from the AUTHORITY.

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 \$156,625.00. Services shall be provided and fees to be billed for each audit as agreed by the AUTHORITY.

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.

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 COUNTY EXPRESSWAY AUTHORITY

By: Claude Miller
Director of Procurement

Print Name: Claude Miller

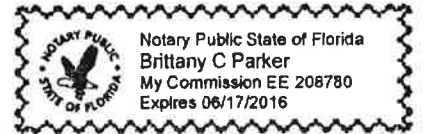
PROTIVITI, INC.

By: Scott C. LaLiberte

Print Name: Scott C. LaLiberte

Managing Director
Title

ATTEST: Brittany C. Parker (Seal)



Approved as to form and execution, only.

Joseph J. Rossette
General Counsel for the AUTHORITY


CONSENT AGENDA ITEM

#17



MEMORANDUM

TO: Central Florida Expressway Authority Board Members CLIENT-MATTER NO.: 19125.0127

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: April 25, 2016

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 207
Proposed Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board of a negotiated settlement between Ernest L. Horne and Karen H. Morris, as Successor Co-Trustees of the J.D. and Kathleen L. Horne Trust, dated June 11, 2002, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 207 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 207 is a fee simple acquisition of 1.001 acres, more or less, from a parent tract of 19.131 acres, more or less, located on the southwest corner of Plymouth Sorrento Road and West Kelly Park Road, within the city of Apopka, Orange County, Florida. The property is improved with a 2,216 square feet, concrete-block single family residence built in 1979, a mobile home, two barns, numerous sheds and accessory buildings, perimeter fencing and gates, and a masonry wall and iron entrance gate.

The Property is zoned ZIP, Zoning in Progress by the City of Apopka, with the future land use not yet established by the City of Apopka. The highest and best use of the property as vacant was determined to be commercial or mixed use development as dictated by future demand and approval by the City of Apopka.

The CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr., MAI/CRE, of Pinel & Carpenter, Inc. Mr. Carpenter used four (4) comparable land sales ranging in size from 1.665 acres to 26.00 acres, and with prices ranging from \$72,464 to \$282,282 per acre (and \$1.66 to \$6.48 per square foot), to estimate the land value of the Subject Property. Due to the location of the property at the intersection of Plymouth Sorrento and West Kelly Park Roads, the overall topography of the property, but lacking zoning/future land use

designations, utilities, and entitlements included in most of the comparable sales, Mr. Carpenter opined the value of the parent tract to be \$3.75 per square foot. Thus, the value of the 43,604 square feet, more or less, being taken is estimated at \$163,515, rounded to \$163,500.

Mr. Carpenter used Marshall Valuation Services to estimate the contributory value of the subject's improvements located within the area of taking, including 1,875 lf of chain link fencing, 2 chain link gates, a metal gate, 350 square feet of masonry wall, and an iron gate. Those improvements totaled \$30,731, which was depreciated by 50% for a valuation of \$15,370. A cost to cure the property to maintain continued use and security by replacement of these items totals \$35,247, less the \$15,370 for items paid for in the taking, results in a cost to cure amount of \$19,880. Thus Mr. Carpenter opined the total compensation due for the taking of Parcel 207 is \$198,750.

Although the Respondents have not completed their appraisal report, Kent Hipp counsel for the property owner argued that based upon an executed sales contract for the remainder property with Publix in the amount of \$6.50 s.f. and other comparable sales the total value of the taking should be \$329,926 (\$283,426 land, improvements \$21,500, and cost to cure \$25,000). Mr. Hipp further argued that the sales contract was previously admitted into evidence in a trial of another parcel and therefore is dispositive of the value.

To date, the property owners expert fees total \$10,820.75. Accordingly, the parties were able to reach a negotiated settlement in the amount of \$270,189 in full settlement of all claims for compensation by the property owners, plus reduced expert fees of \$8,000, plus statutory attorney's fees of \$23,574.87.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the negotiated settlement in the amount of \$270,189, plus attorney's fees and costs and experts' fees and costs totaling \$31,574.87, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 207.

The Right-of-Way Committee recommended approval of the settlement at its April 27, 2016, meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$301,763.87 in full settlement of all claims for compensation in the acquisition of Parcel 207, including all statutory attorney's fees and costs and all experts' fees and costs.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Experts Invoices

Reviewed by: _____

Joseph Hassistore

ORLDOCS 14647937 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 WEKIVA PARKWAY - PROJECT NO. 429-203
 RIGHT OF WAY
 ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 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 1357.89 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°14'36" EAST ALONG SAID WEST LINE, A DISTANCE OF 30.01 FEET TO ITS INTERSECTION WITH THE EXISTING SOUTH RIGHT OF WAY LINE OF KELLY PARK ROAD AS DESCRIBED IN DEED BOOK 398, PAGE 188 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN NORTH 88°20'47" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1302.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.91 FEET AND A CHORD BEARING OF SOUTH 45°45'01" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°48'24", A DISTANCE OF 40.06 FEET TO THE POINT OF TANGENCY; SAID POINT ALSO BEING ON THE EXISTING WEST RIGHT OF WAY LINE OF COUNTY ROAD 437 (PLYMOUTH-SORRENTO ROAD) AS DEPICTED ON ORANGE COUNTY ROAD BOND MAP PROJECT NO. 62; THENCE SOUTH 00°09'11" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 605.84 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN SOUTH 88°34'31" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 16.51 FEET TO A POINT ON A LINE PARALLEL WITH AND 46.50 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES, THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°09'11" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 581.62 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.91 FEET AND A CHORD BEARING OF NORTH 45°44'45" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°47'53", A DISTANCE OF 40.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°21'18" WEST, A DISTANCE OF 724.60 FEET; THENCE SOUTH 87°44'58" WEST, A DISTANCE OF 561.08 FEET TO ITS INTERSECTION WITH AFORESAID WEST LINE OF THE NORTHEAST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 00°14'36" WEST ALONG SAID WEST LINE, A DISTANCE OF 29.88 FEET TO THE POINT OF BEGINNING.


CONTAINING 1.001 ACRES, MORE OR LESS

NOTE:

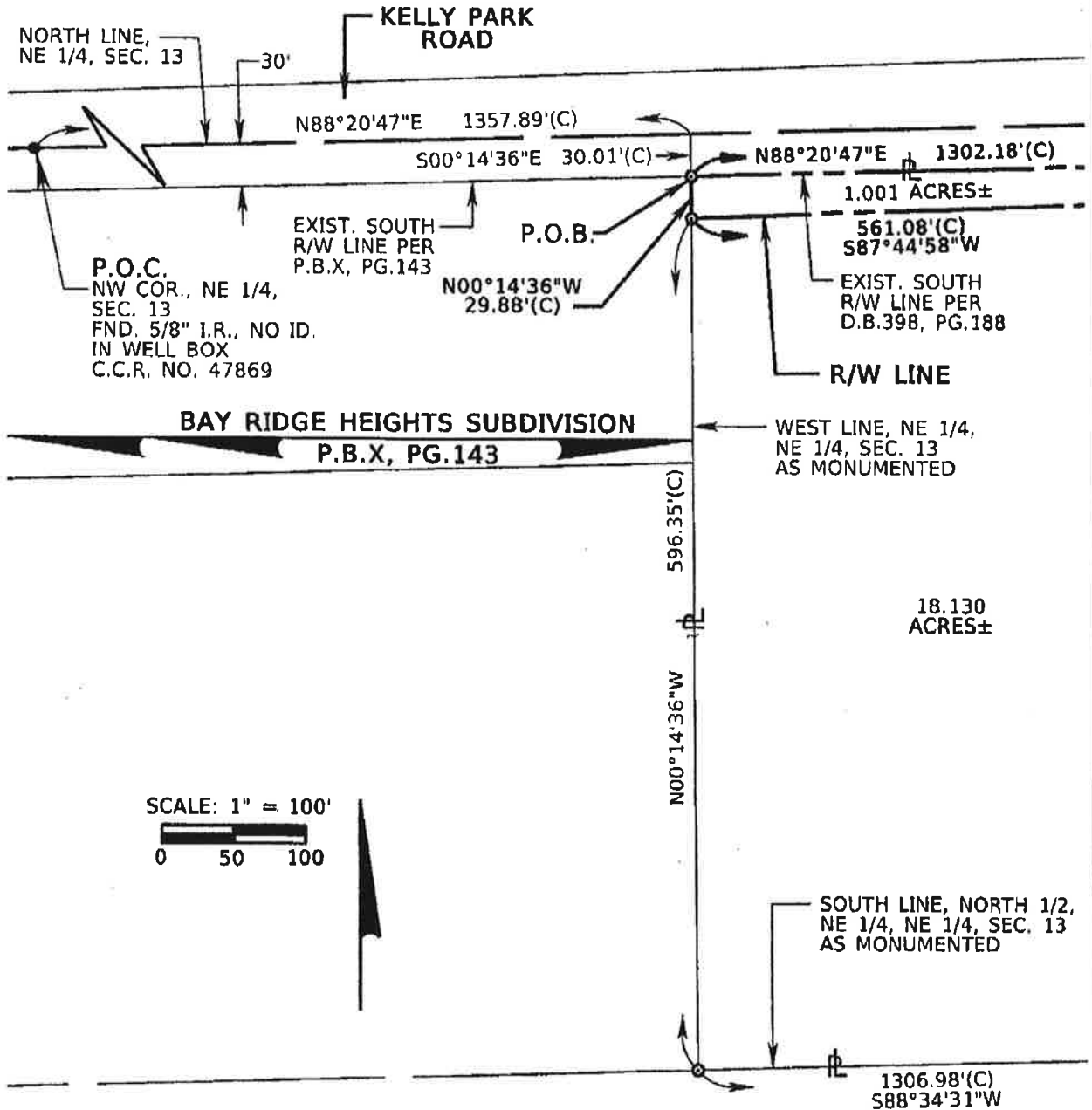
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2891327 DATED 01/18/2013

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	L.B. = LICENSED SURVEY BUSINESS	P.T. = POINT OF TANGENCY	PL = PROPERTY LINE
D.B. = DEED BOOK	LT = LEFT	(P) = PLAT	R = 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
FP. = FLORIDA POWER CORPORATION	PG./PGS. = PAGE / PAGES	R/W = RIGHT OF WAY	----- = R/W LINE
(F) = FIELD DISTANCE			


DATE	NOVEMBER 18, 2013	CERTIFICATION OF AUTHORIZATION No. LB 1223	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 207
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
BSA PROJECT NO.	EA11-11	SHEET 1 OF 4		
REVISION	BY	DATE		

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.

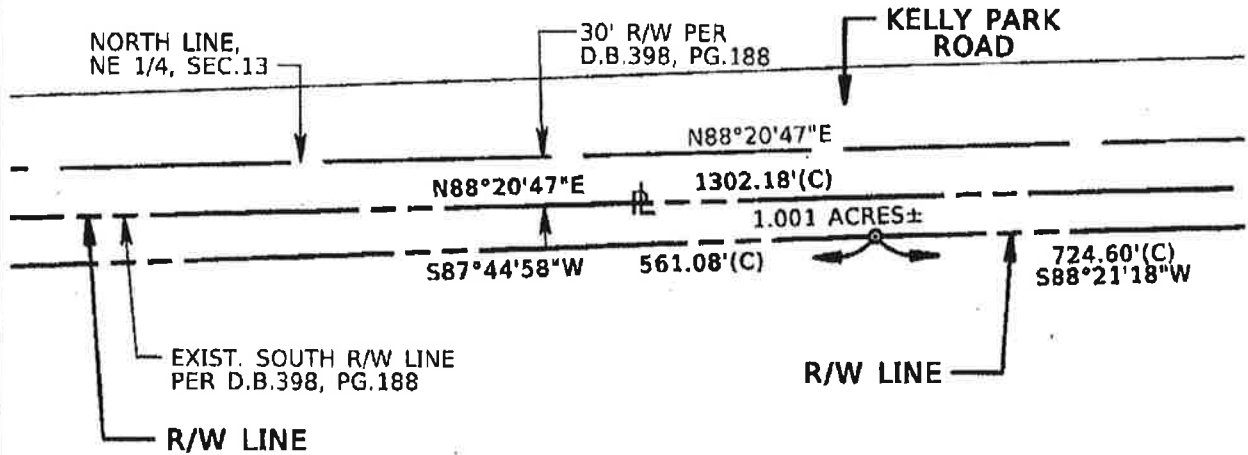


SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST

PROJECT NO. 429-203

DATE	NOVEMBER 18, 2013	 <p>BOWYER SINGLETON 520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-3120 FAX 407-849-8664</p>	<p>SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.</p> <p>S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</p>	<p>PARCEL 207</p>
DRAWN BY	H.ROLLINS			<p>SCALE: 1"=100'</p>
CHECKED BY	S.WARE			<p>SHEET 2 OF 4</p>
BSA PROJECT NO.	EA11-11			
REVISION	BY	DATE		

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.



18.130 ACRES±

SCALE: 1" = 100'
0 50 100

SECTION 13,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

SOUTH LINE, NORTH 1/2,
NE 1/4, NE 1/4, SEC. 13
AS MONUMENTED

S88°34'31"W 1306.98'(C)

PROJECT NO. 429-203

DATE	NOVEMBER 18, 2013
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
BSA PROJECT NO.	EA11-11
REVISION	BY DATE

CERTIFICATION OF AUTHORIZATION No. 18 3221

BOWYER SINGLETON
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 543-5120
FAX 407-649-8664

SKETCH OF DESCRIPTION,
THIS IS NOT A BOUNDARY SURVEY.

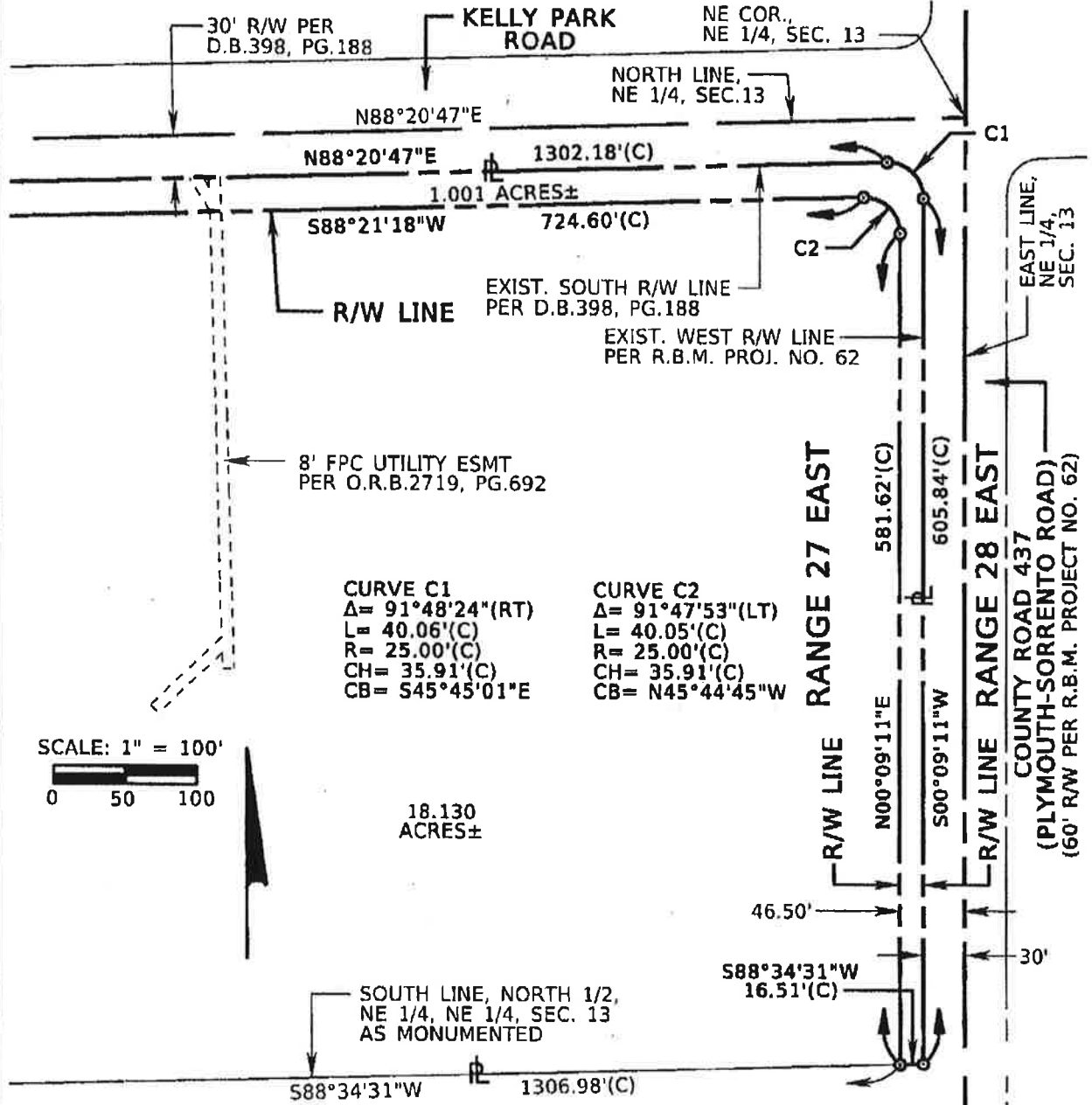
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
207

SCALE: 1"=100'

SHEET 3 OF 4

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 51-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

William S. Byrd 1/14/13
WILLIAM S. BYRD, P.S.M.
LICENSE NUMBER 5442

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFICATION OF AUTHORIZATION No. 18 1221

BS ROWYLR 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

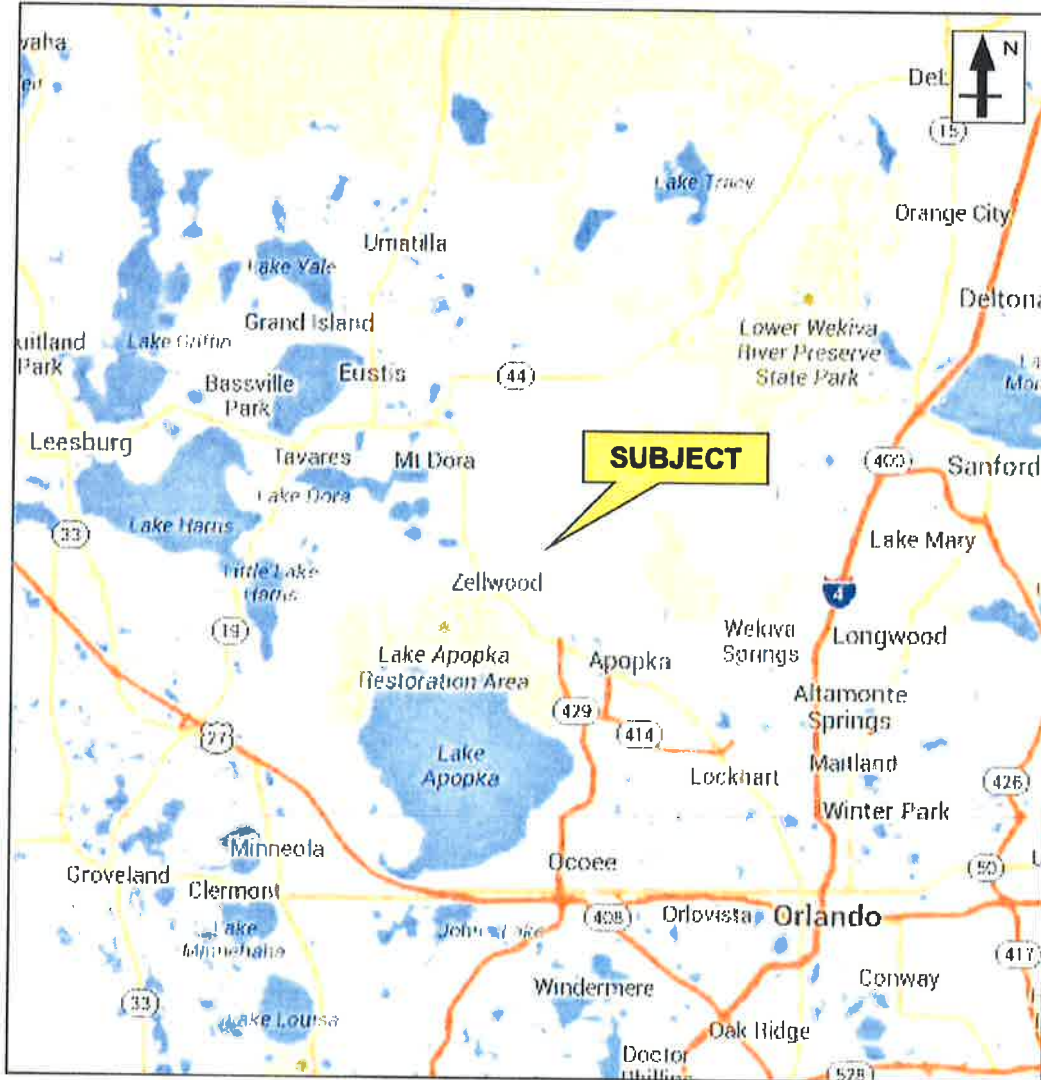
PARCEL 207

SCALE: 1"=100'

SHEET 4 OF 4

PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

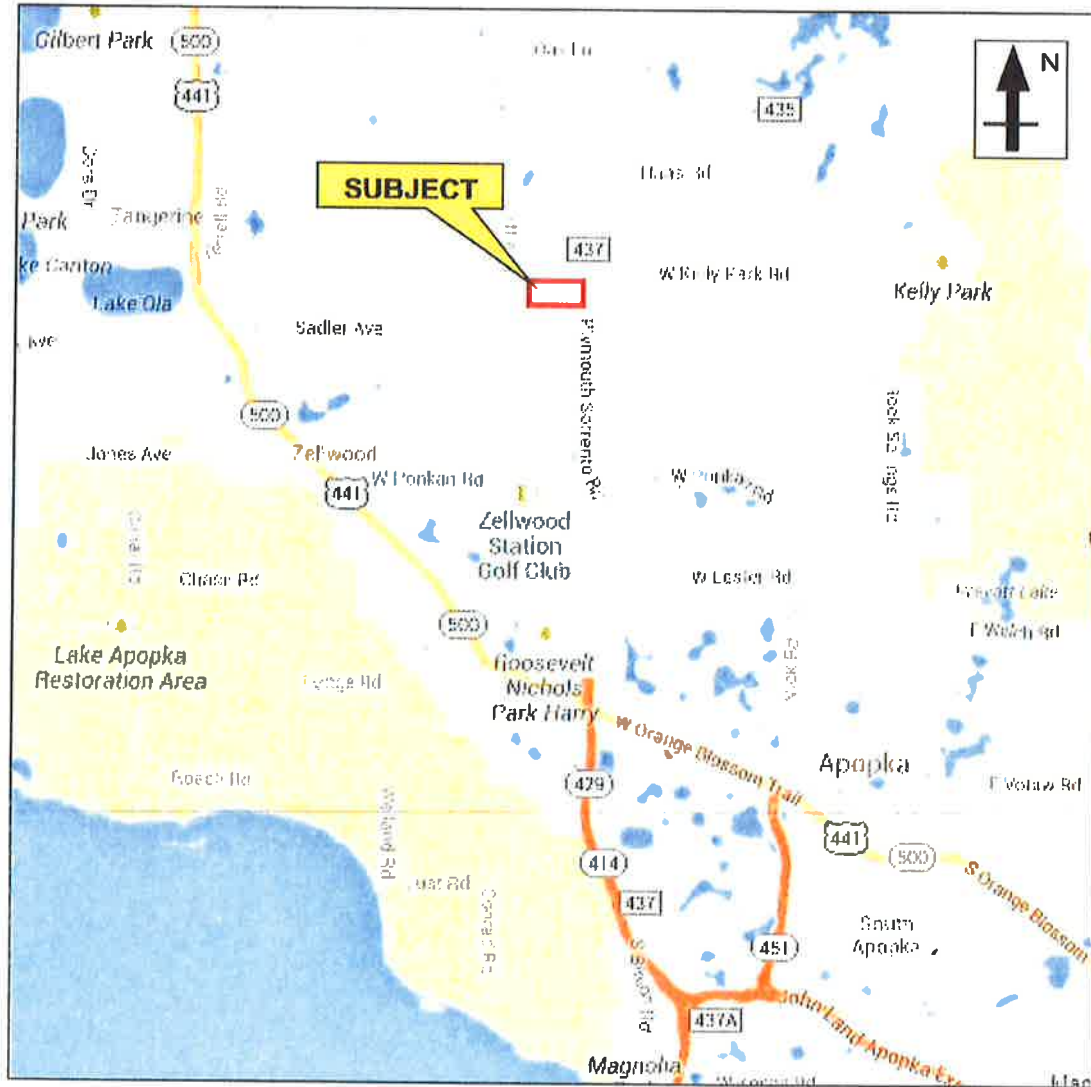
AREA MAP



*Approximate Representation
Source: Google Maps*

PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

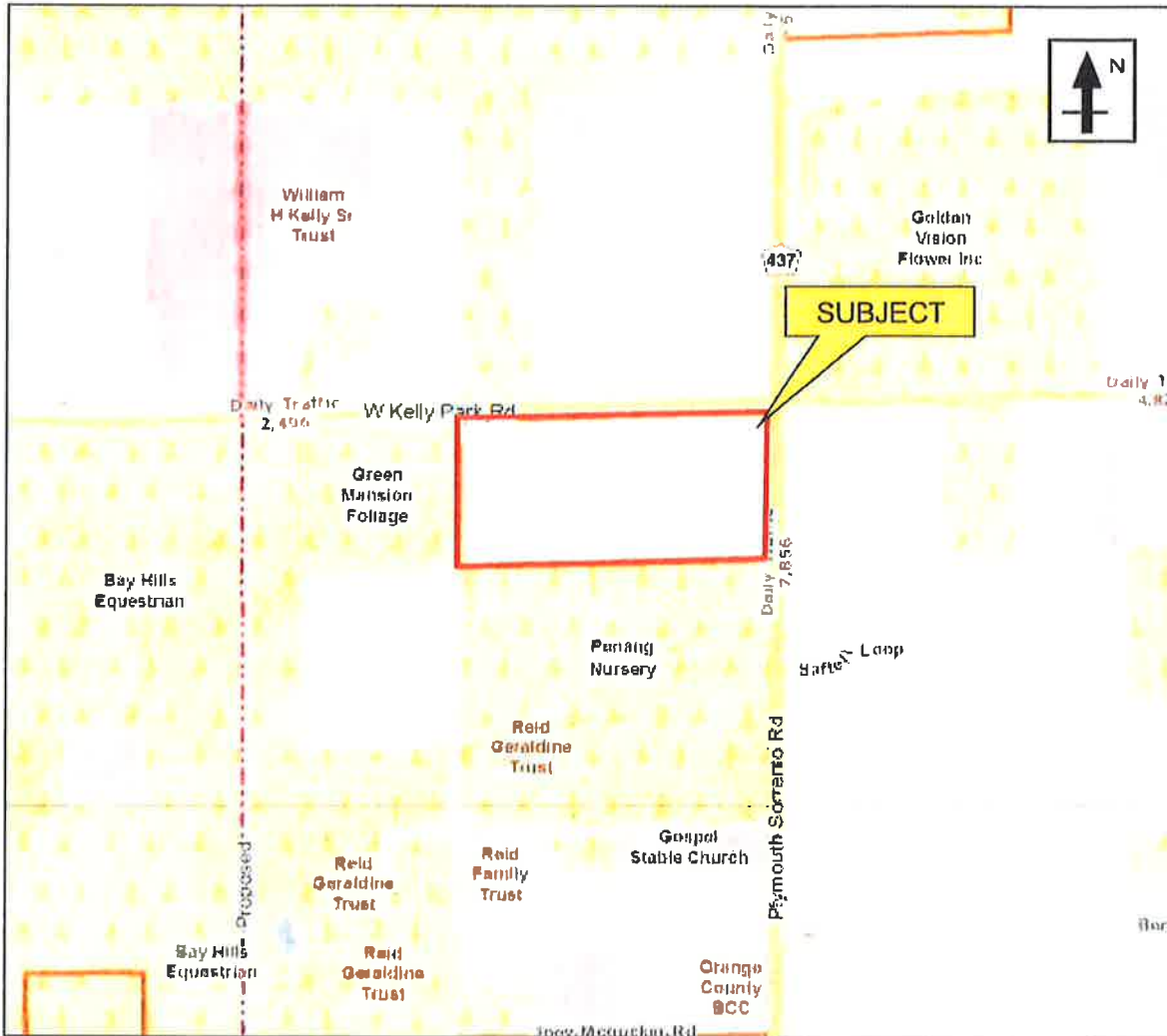
LOCATION MAP



*Approximate Representation
Source: Google Maps*

PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

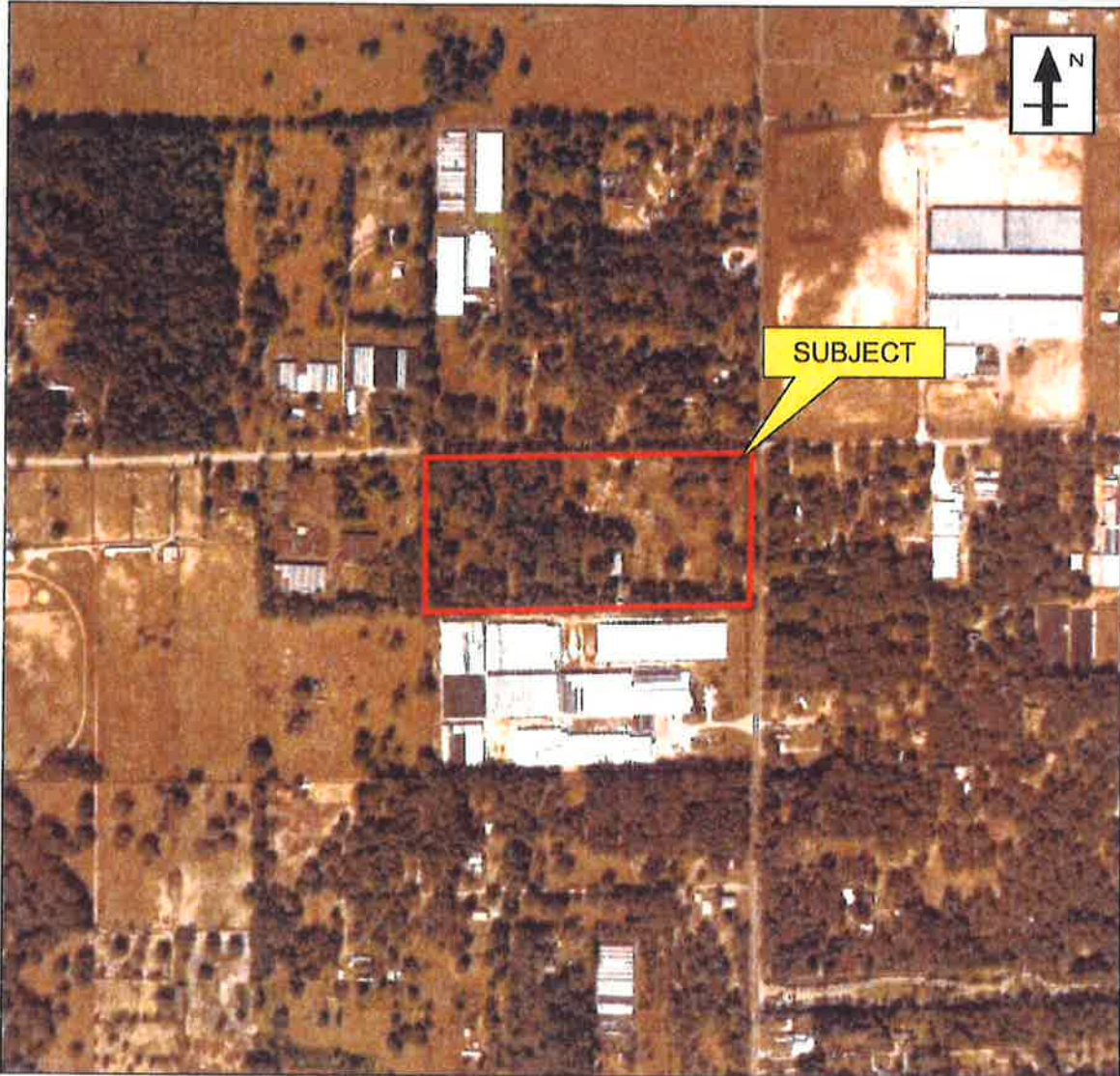
TAX MAP



*Approximate Representation
Source: Orange County Property
Appraiser*

PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

AERIAL PHOTOGRAPH

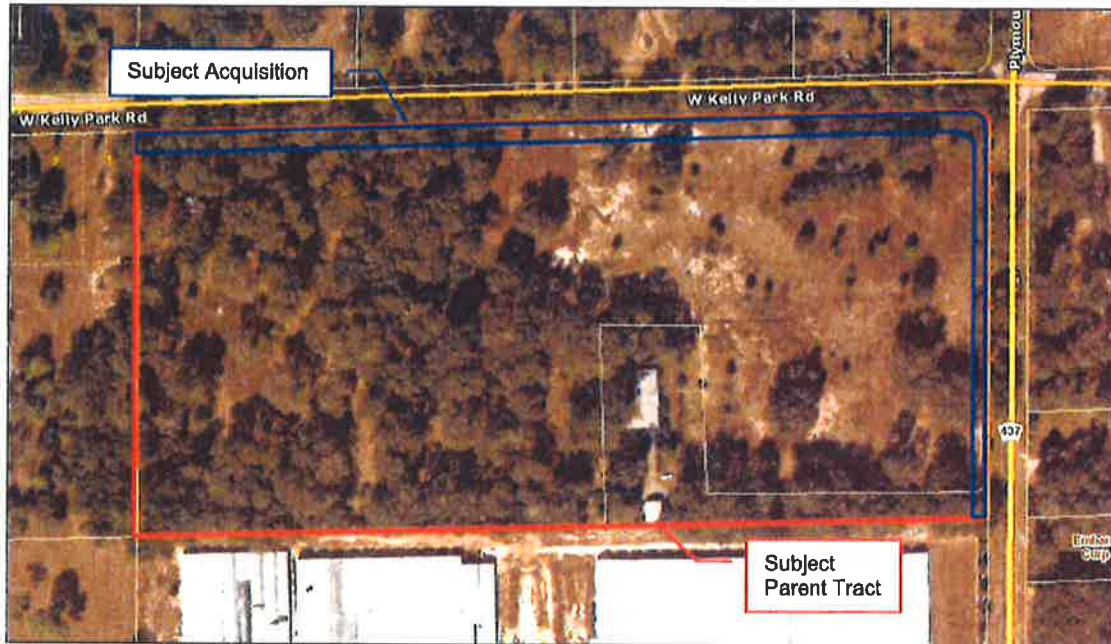


*Approximate Representation
Source: Orange County Property
Appraiser*

PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: AOPKA/ORANGE

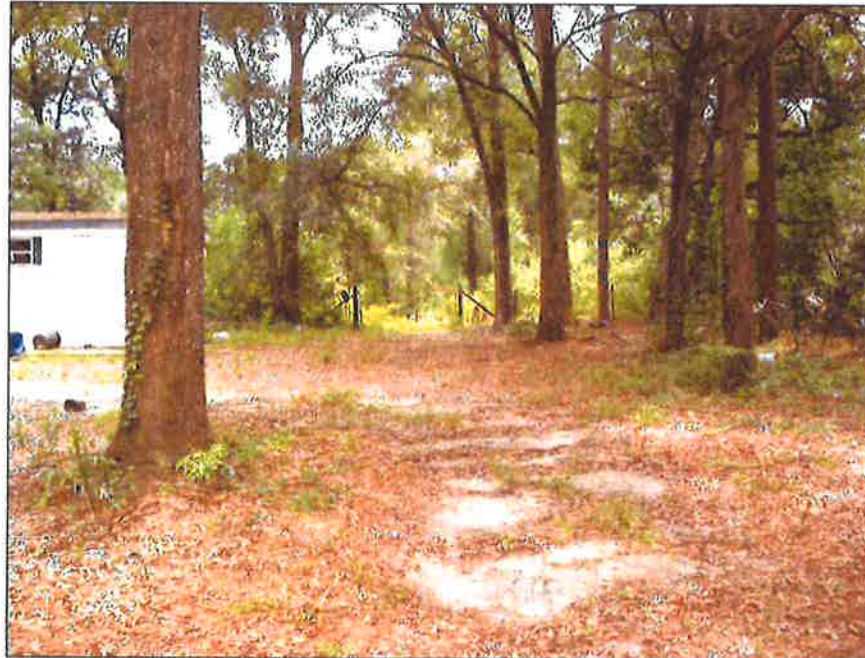
71

AERIAL PHOTO (ACQUISITION)



PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

SUBJECT PHOTOGRAPHS



View of the north area of the parent tract facing south from West Kelly Park Rd



View of the north area of the parent tract, facing south

PARCEL NO.: 207
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

SUBJECT PHOTOGRAPHS (CONT.)



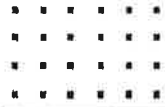
View of the north area of the parent tract facing southwest



View of the mobile home in the north area of the parent tract

**J D Horne Trust
Experts' Fees and Costs
Parcel 207 – Big Horne**

Rahenkamp Design Group, Inc.	\$ 495.75
Ed Williams	\$ 1,000.00
Calhoun, Dreggors & Associates, Inc.	<u>\$ 9,325.00</u>
Totals	\$10,820.75



Rahenkamp Design Group, Inc.

Invoice submitted to:

Mr. Kent Hipp
Gray, Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801

December 18, 2015

In Reference To: Job # 14.050, OOCEA v. J.D. and Kathleen L. Horne Trust
Project: State Road 429 (Wekiva Parkway)
Parcel No. 207

For Professional Services Rendered:

	<u>Hours</u>	<u>Fees</u>
02/28/14 Review OOCEA appraisal (Walter Carpenter) & land planning report (Ellen Hardgrove)	0.60	135.00
04/02/14 Research Orange County Property Appraiser website for property information and Deed	0.40	16.80
06/24/14 Review OOCEA review appraisal (Consortium Appraisal, Inc.)	0.20	45.00
Review OOCEA Site Evaluation report (Donald W. McIntosh Associates)	0.20	45.00
Review OOCEA land planning report	0.20	45.00
07/16/14 Review Construction Plans and print applicable sheets for subject property	0.60	25.20
10/22/14 Conference call with Rick Dreggors, Kent Hipp, Nick Dancaescu and Harold Lassman re: impacts to subject property; discuss necessity of acquisition per current roadway project	0.80	120.00
Total Professional Services:	<u>3.00</u>	<u>\$432.00</u>

For Expenses Incurred:

B&W Xerox:	40.80
Color Xerox:	22.95
Total Expenses:	<u>\$63.75</u>

Development Services • Golf Course Architecture • Eminent Domain
Landscape Architecture • Land Use Planning
(LC000034)

• • • • •
2816 S. MacDill Avenue
Tampa, FL 33629
Ph: (813) 835-4022 • Fx: (813) 835-9226
Eric@RDGroup.org • www.RDGroup.org

Mr. Kent Hipp

Page 2

Fees

Total This Invoice:

\$495.75

Balance Now Due:

\$495.75

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 07, 2016

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street
Suite 1400
Orlando, FL 32803

RE: **Owner:** Horne
Project: Wekiva Parkway
Parcel No.: 207
County: Orange

INVOICE

Inspect subject property, review original and updated O/OCEA appraisal reports, research/analysis of land sales, analysis of highest and best use, review and discuss pending contract for the subject property, conference with other experts, conference and meetings with owner's representative, review impacts of the taking, analysis of the value of the taking.

Abrams:	16.75 Hrs. x \$175/Hr.=	\$2,931
Dreggors:	23.25 Hrs. x \$275/Hr.=	<u>6,394</u>
Total		\$9,325

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

OWNER	HORNE	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	207	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/14/14	REVIEW OF SUBJECT MATERIAL; REVIEW/ANALYSIS OF O/OCEA APPRAISAL.	2.75
04/21/14	PREPARE FOR MEETING; ANALYSIS OF SUBJECT DOCUMENTS.	1.25
04/22/14	ANALYSIS OF O/OCEA SALES; PRELIMINARY RESEARCH/ANALYSIS OF SALES.	3.00
08/14/14	RESEARCH OF IMPACTS TO THE REMAINDER AS A RESULT OF THE TAKING; REVIEW SCOPE OF WORK.	4.00
08/15/14	ANALYSIS OF VALUATION ISSUES; SALES ANALYSIS.	2.00
08/16/14	UPDATE RESEARCH/ANALYSIS OF LAND SALES.	1.75
11/03/14	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; WORKED ON PREPARING EXHIBITS OF SUBJECT PROPERTY AND SURROUNDING CFX VALUES.	<u>2.00</u>
	TOTAL HOURS	16.75

OWNER	HORNE	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	207	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/06/12	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	1.50
02/10/12	PREPARE FOR AND MEET WITH OWNER; REVIEW TAKING AND POTENTIAL IMPACTS TO REMAINDER.	1.75
02/15/12	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW PARKWAY PLANS.	0.50
05/02/12	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW SALS.	0.25
02/26/14	REVIEW DOCUMENTS AND REPORTS FROM O/OCEA ON THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE AND DISCUSS.	4.25
03/03/14	REVIEW O/OCEA REPORTS.	0.75
03/04/14	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES.	0.50
03/24/14	REVIEW UPDATED APPRAISAL OF THE SUBJECT AND NEARBY PARCELS.	2.50
04/22/14	REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.50
04/23/14	ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING.	0.75
05/13/14	CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.25
06/13/14	REVIEW UPDATED CFX APPRAISAL.	2.00
08/15/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; UPDATE LAND SALES RESEARCH.	2.75
10/21/14	REVIEW FILE; CONFERENCE WITH OWNER'S REPRESENTATIVE; PREPARE FOR MEETING.	1.50
10/22/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	1.75

OWNER	HORNE	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	207	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
06/04/15	REVIEW CONTRACT ON THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING THIS CONTRACT.	<u>1.75</u>
	TOTAL HOURS	23.25

CONSENT AGENDA ITEM

#18



MEMORANDUM

TO: Central Florida Expressway Authority Board Members CLIENT-MATTER NO.: 19125.0089

FROM: David A. Shontz, Esq., Right-of-Way Counsel *David A. Shontz*

DATE: April 25, 2016

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 175
Proposed Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board of a negotiated settlement between Ernest L. Horne and Karen H. Morris, as Successor Co-Trustees of the J.D. and Kathleen L. Horne Trust, dated June 11, 2002, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 175 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 175 is a fee simple acquisition of 1.524 acres, more or less, located on Plymouth Sorrento Road north of West Ponkan Road in Orange County, Florida. The parent tract contains a total of 6.013 acres. The property is improved with a 1,088 s.f. single family home, an 11,600 s.f. greenhouse, an open wood horse stable, and an open wood accessory. In the after condition, the roadway will be 26' to 30' above the existing grade of the remainder.

The Property is zoned A-1, Citrus Rural Agricultural District by Orange County which provides for primarily residential/agricultural uses. The future land use designation is Rural/Agricultural, by Orange County. The highest and best use of the property as vacant was determined to be for agricultural or rural single-family residential use. The highest and best use as improved is as a low-density rural single-family residential development as dictated by future demand.

The CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr., MAI/CRE, of Pinel & Carpenter, Inc. Mr. Carpenter used four (4) comparable land sales with prices ranging from \$12,016 to \$24,000 per acre, and two (2) listings of vacant property with prices of \$26,946 and \$28,393 per acre to estimate the land value of the Subject Property. Due to the zoning and future land use of the Subject Property and its location within a flood zone, Mr.

Carpenter opined the value of the parent tract to be \$15,000 per acre. Thus, the value of the 1.524 acres being taken is estimated at \$22,860. Mr. Carpenter's analysis found no damages to the remainder property.

Although the Respondents have not finalized their appraisal report, Kent Hipp counsel for the property owners argued the land value should be \$40,000 per acre, and the remainder has suffered damages of 50%. Additionally, Mr. Hipp argued that the CFX's own appraisers for the immediate parcel to the south and two parcels to the north were similarly valued. Specifically, Mr. Hall on behalf of the CFX appraised parcels 174 and 177 for \$30,000 per acre and 30% damages. Additionally, Mr. Hall also appraised parcel 178 for \$30,000 per acre and 50% damages.

The Respondents have expert's fees and costs to date totaling \$6,158.95. Accordingly, the parties were able to reach an agreement in full settlement of all claims for compensation by the property owners in the amount of \$100,000, plus reduced experts' fees of \$5,000, plus statutory attorney's fees totaling \$25,456.20.

The CFX Right-of-Way Committee recommended the settlement at its April 27, 2016, meeting.

For the above-cited reasons, Right-of-Way counsel requests the approval by the Board of the negotiated settlement in the amount of \$100,000 plus attorney's fees and costs and experts fees and costs totaling \$30,456.20, which is in the CFX's best interest. Settlement of the underlying claim, apportionment issues, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 175.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$130,456.20 in full settlement of all claims for compensation and apportionment in the acquisition of Parcel 175, including all statutory attorney's fees and costs and all experts' fees and costs.

ATTACHMENTS

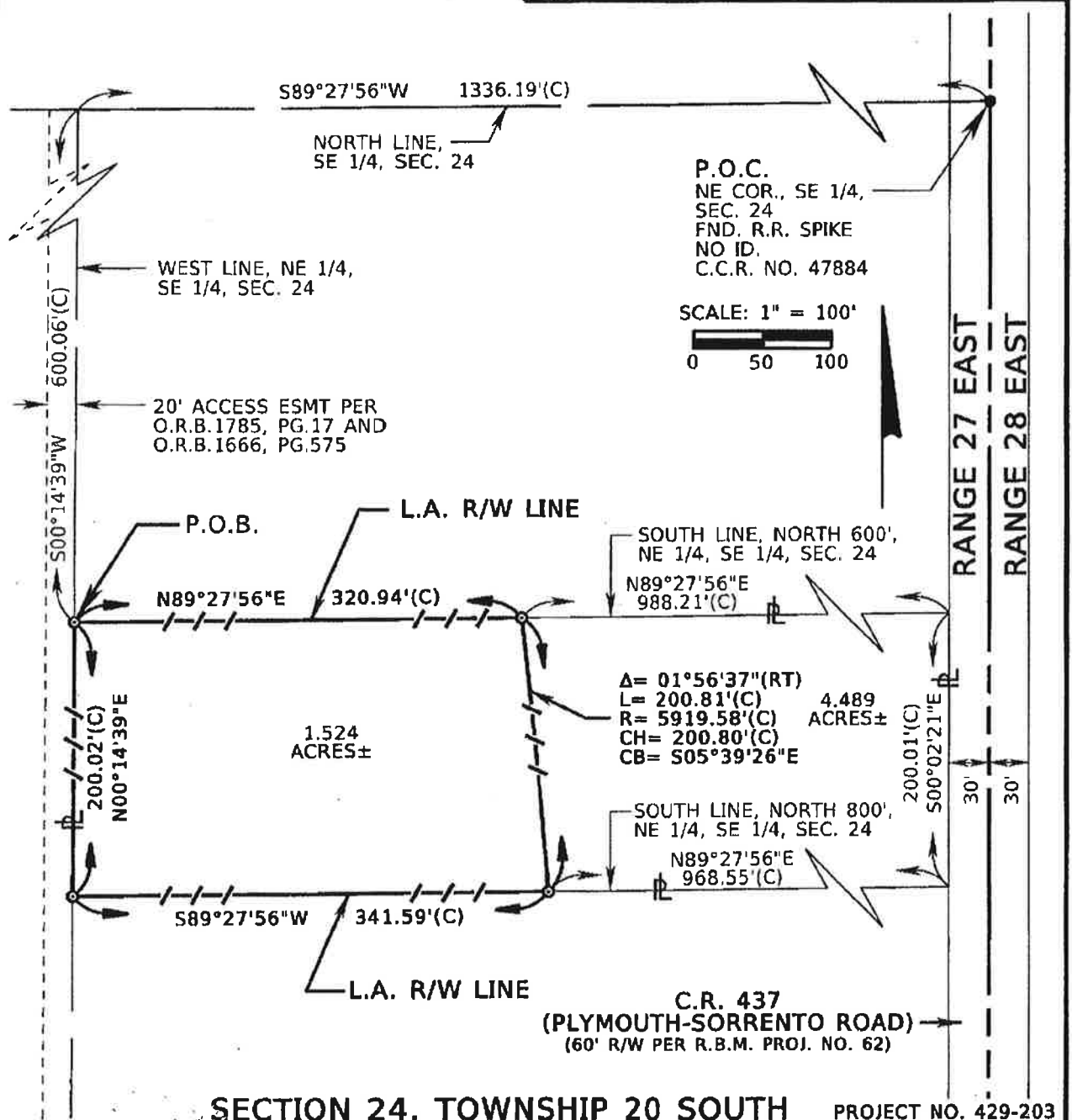
- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Experts Invoices

Reviewed by:



ORLDOCS 14647925 1

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 24, TOWNSHIP 20 SOUTH

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Will E. Byrd 3/16/13
 WILLIAM E. BYRD, P.S.M.
 LICENSE NUMBER 5442

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1921



SKETCH OF DESCRIPTION.
 THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
 ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

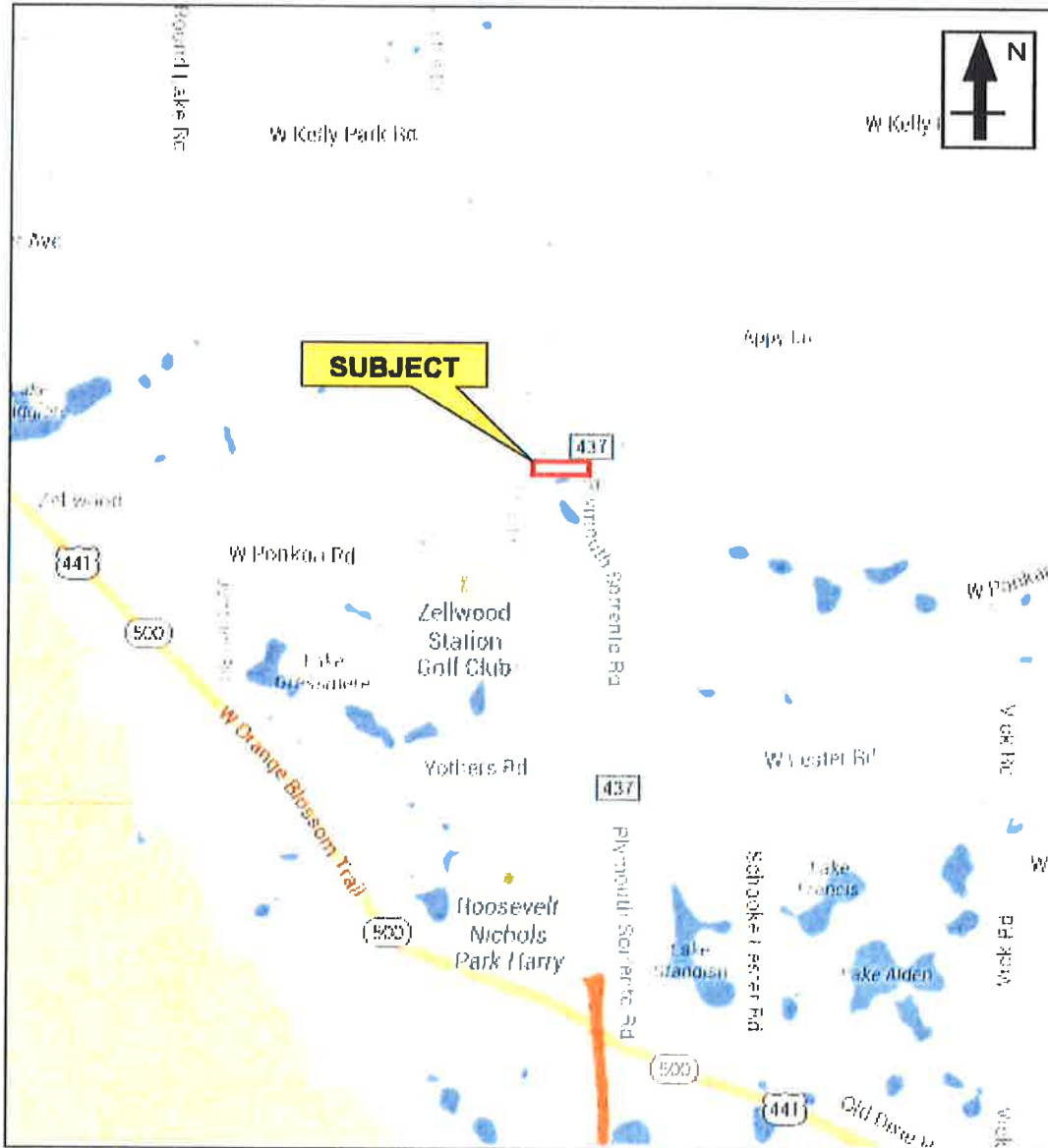
PARCEL
 175

SCALE: 1"=100'

SHEET 2 OF 2

PARCEL NO.: 175
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

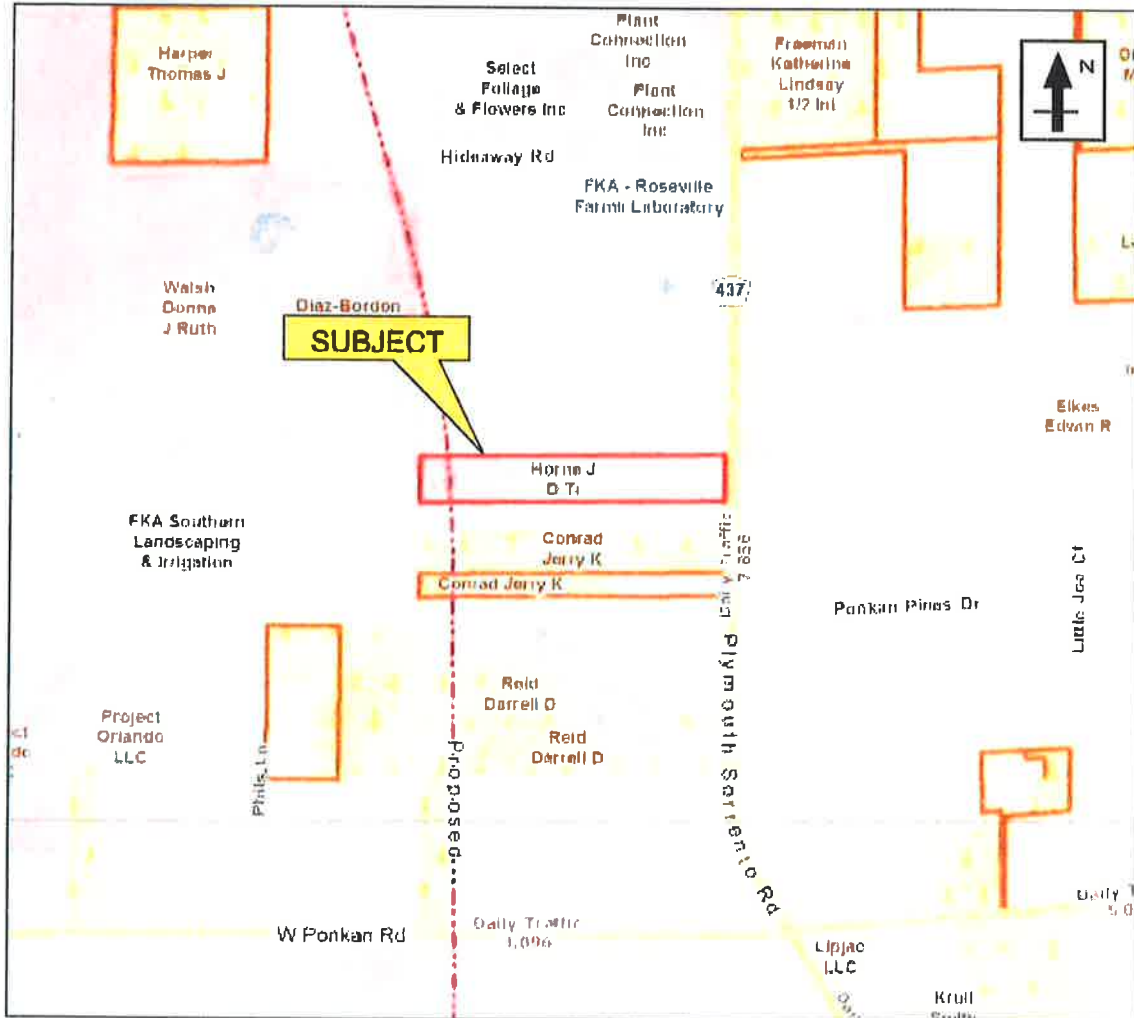
LOCATION MAP



*Approximate Representation
Source: Google Maps*

PARCEL NO.: 175
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

TAX MAP

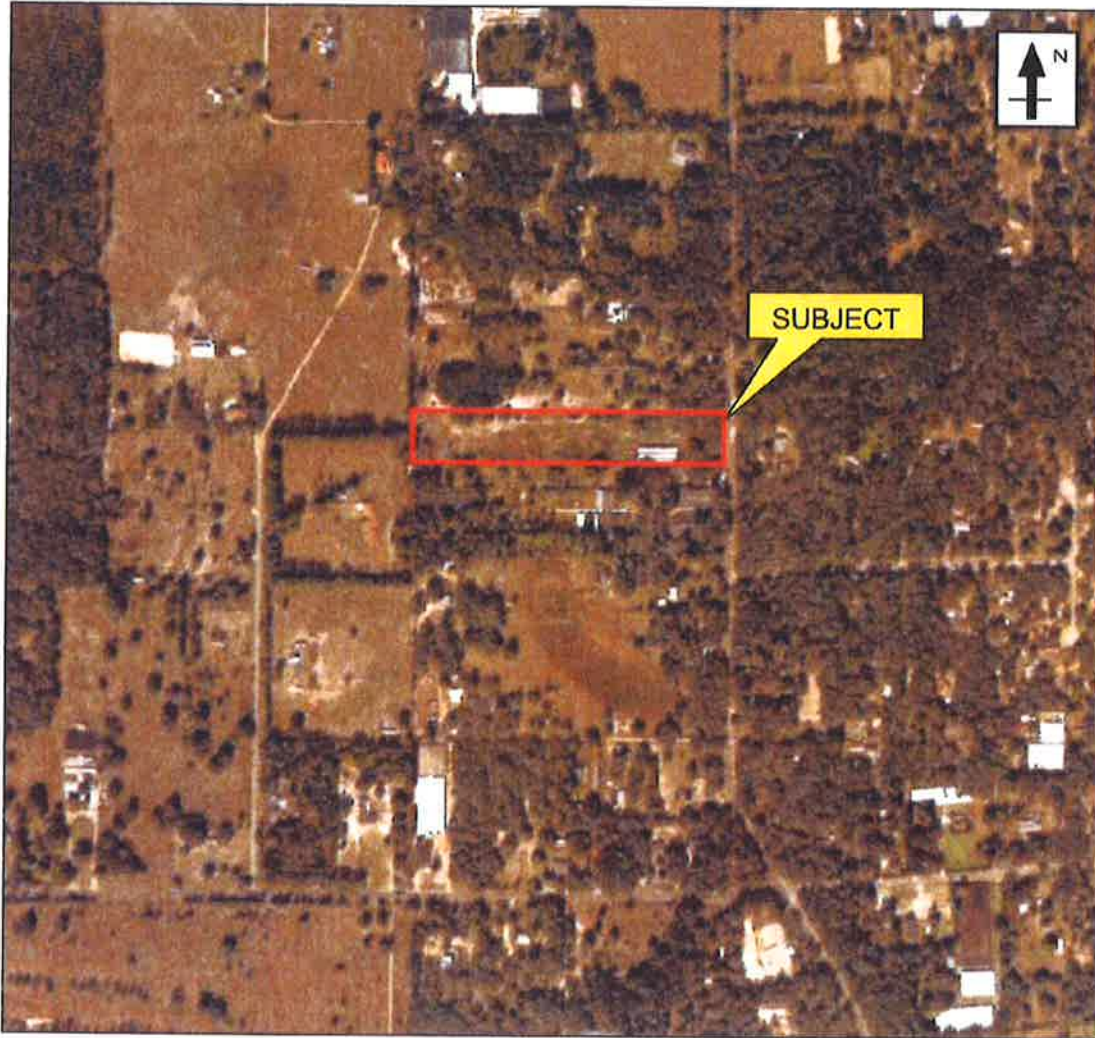


Approximate Representation
Source: Orange County Property
Annraiser

PARCEL NO.: 175
OWNER: ERNEST L. AND SHERMAN L. HORNE, SUCCESSOR CO-TRUSTEES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: APOPKA/ORANGE

14

AERIAL PHOTOGRAPH



*Approximate Representation
Source: Orange County Property
Appraiser*



**J D Horne Trust
Experts' Fees and Costs
Parcel 175 – Little Horne**

Rahenkamp Design Group, Inc.	\$ 291.45
Tipton and Associates, Inc.	\$ 562.50
Calhoun, Dreggors & Associates, Inc.	<u>\$ 5,305.00</u>
Totals	\$ 6,158.95



Rahenkamp Design Group, Inc.

Invoice submitted to:

Mr. Kent Hipp
Gray, Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801

December 18, 2015

In Reference To: Job # 12.024, OOCEA v. J.D. and Kathleen L. Horne Trust
Project: State Road 429 (Wekiva Parkway)
Parcel No. 175

For Professional Services Rendered:

	<u>Hours</u>	<u>Fees</u>
04/30/13 Review scheduling & update letter from Craig Willis	0.20	45.00
02/27/14 Review OOCEA Statement of Offer, Sketch of Description & title information	0.20	45.00
02/28/14 Review OOCEA Statement of Offer; review Commitment for Title Insurance; review OOCEA appraisal (Pinel & Carpenter)	0.40	90.00
06/24/14 Review OOCEA review appraisal (Consortium Appraisal, Inc.)	0.20	45.00
Total Professional Services:	<u>1.00</u>	<u>\$225.00</u>

For Expenses Incurred:

B&W Xerox:	62.20
Color Xerox:	4.25
Total Expenses:	<u>\$66.45</u>
Total This Invoice:	<u>\$291.45</u>

Development Services • Golf Course Architecture • Eminent Domain
Landscape Architecture • Land Use Planning
(LC000034)

• • • • •
2816 S. MacDill Avenue
Tampa, FL 33629
Ph: (813) 835-4022 • Fx: (813) 835-9226
Eric@RDGroup.org • www.RDGroup.org

Mr. Kent Hipp

Page 2

Fees

Balance Now Due:

\$291.45



Tipton Associates Incorporated

760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15564
May 06, 2014
Page number 1

Project 4436: J D Horne Trust ROW

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended April 30, 2014

Project 4436:1 Parcel

Professional Services

Chief Engineer/Planner

<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2.50	\$225.00	\$562.50
Services Total		<u>\$562.50</u>
Charges Subtotal		<u>\$562.50</u>
Invoice Total		<u>\$562.50</u>

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

January 07, 2016

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street
Suite 1400
Orlando, FL 32803

RE: Owner: Horne
Project: Wekiva Parkway
Parcel No.: 175
County: Orange

INVOICE

Inspect subject, analysis of highest and best use, sales research of vacant land, prepare for and attend conference calls/meetings with owner's representative, review impacts of taking, meeting with owner's representative to review valuation issues, analysis of taking and value of the taking.

Researcher:	11.75 Hrs. x \$ 75/Hr. =	\$ 881
Abrams:	13.50 Hrs. x \$175/Hr. =	2,362
Dreggors:	7.50 Hrs. x \$275/Hr. =	<u>2,062</u>
Total		\$5,305

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

OWNER	HORNE	RESEARCHER
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	175	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/26/14	ASSISTED WITH SALES RESEARCH; PRINT DEED, PROPERTY CARDS FOR SALES.	6.00
03/27/14	ASSISTED WITH SALES RESEARCH; PRINT DEED, PROPERTY CARDS FOR SALES.	<u>5.75</u>
	TOTAL HOURS	11.75

OWNER	HORNE	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	175	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/15/12	REVIEW SUBJECT MATERIAL; REVIEW SCOPE OF WORK.	1.50
05/01/12	ANALYSIS OF HIGHEST AND BEST USE; RESEARCH AND ANALYSIS OF SALES.	3.00
10/03/13	UPDATE SALES RESEARCH.	2.00
03/04/14	REVIEW/ANALYSIS OF O/OCEA APPRAISAL.	0.75
03/25/14	ANALYSIS OF SALES.	1.75
08/15/14	PREPARE FOR MEETING.	0.75
11/03/14	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; WORKED ON PREPARING EXHIBITS OF SUBJECT PROPERTY AND SURROUNDING CFX VALUES.	2.00
12/04/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; UPDATED EXHIBITS FOR OWNER'S REPRESENTATIVE.	<u>1.75</u>
	TOTAL HOURS	13.50

OWNER	HORNE	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	175	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
02/06/12	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	1.00
02/10/12	PREPARE FOR AND MEET WITH OWNER; REVIEW TAKING AND POTENTIAL IMPACTS TO REMAINDER.	0.75
02/15/12	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW PARKWAY PLANS.	0.25
05/01/12	CONFERENCE WITH OWNER'S REPRESENTATIVE; MEETING WITH ASSOCIATE; REVIEW SALES.	0.50
04/30/13	REVIEW CORRESPONDENCE.	0.25
07/18/13	REVIEW DOCUMENTS FROM OWNER'S REPRESENTATIVE.	0.25
03/04/14	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES.	0.75
04/22/14	REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.50
04/23/14	ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING.	0.50
05/13/14	CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.25
10/21/14	REVIEW FILE; CONFERENCE WITH OWNER'S REPRESENTATIVE; PREPARE FOR MEETING.	0.50
10/22/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	1.00
08/15/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; UPDATE LAND SALES RESEARCH.	<u>1.00</u>
	TOTAL HOURS	7.50


CONSENT AGENDA ITEM

#19



MEMORANDUM

TO: Central Florida Expressway Authority Board Members CLIENT-MATTER NO.: 19125.0143

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: April 13, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 240
Proposed Mediated Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of a proposed mediated settlement between Stephen Lee Rigsby and Mark Lane Rigsby, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 240 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 240 ("Subject Property") is a fee simple acquisition of 1.479 acres, more or less, from property consisting of approximately 6.976 acres, located on the south side of Ondich Road and west of Plymouth Sorrento Road in Orange County, Florida. The property is improved with a 1,412 s.f., 3 bed/2 bath single family residence; a 348 s.f. garage and a rear porch with a wooden deck. Additional improvements include a 40' by 45' open-end Quonset hut with a 60' x 45' concrete slab, a concrete parking slab north of the garage, a small open shed along the south property line, a shell/dirt driveway, wood/field wire fencing along the north and south property lines, and landscaping of native trees, shrubs, pasture, and grass. A manufactured home is located along the south property line.

The Property is zoned A-1, Citrus Rural District by Orange County which provides for primarily residential/agricultural uses, and for which future development is uncertain, and for which a more restricted zoning is considered premature. The future land use designation is R, Rural/Agricultural, by Orange County, and the property adjoins the city limits of Apopka. The highest and best use of the property as vacant was determined to be for rural residential development. The highest and best use as improved is the continued single family residential use.

The CFX's appraisal of the property was prepared by David K. Hall, ASA, of Bullard, Hall & Adams, Inc. Mr. Hall used a sales comparison approach to estimate the land of the Subject Property. In estimating the land value of the Subject Property, Mr. Hall used five (5) comparable sales with an adjusted range of \$22,874 to \$30,021 per acre, with a concluded value of \$30,000 per acre. Mr. Hall also used the sales comparison approach to estimate the value of the improvements on the subject property. Mr. Hall located three (3) comparable improved properties with adjusted sales prices ranging from \$81.62 to \$98.77 per square foot of living area, arriving at the value of \$98.00 per square foot of living area for the subject.

There are no building improvements in the area of taking, so Mr. Hall opines the land value of the taking is 1.479 acres @ \$30,000 per acre or \$44,400. Additionally, John Speer provided a cost estimate for the improvements in the taking including fencing, posts, the 12' by 14' open wood shed, a 126 square foot concrete slab, septic system, water line, wood utility pole with electrical box, and pasture grasses totaling \$15,400. Thus, the value of the land and improvements taken total \$59,800.

After the taking, the residence will be approximately 480 feet from the taking at the east line, with the new east property line being the limited access right of way line. The residence will also be approximately 140 feet from the new limited access right of way line which is improved with a water retention area adjacent to the elevated roadway and overpass and interchange at Ondich Road, and adjacent to a water retention pond on the northern portion of the remainder property. Due to the proximity of these elements of the Wekiva Parkway, Mr. Hall opined a reduction in value to the remainder land and improvements at 50%. John Speer also provided a cost to cure of \$4,200 to reestablish fencing along the new right of way line to maintain security and containment, and to cap the water line to the dilapidated manufacturer home. Thus, Mr. Hall opined the total compensation due for the taking of Parcel 240 is \$208,000 (\$59,800 land and improvements, damages \$144,000, and cost to cure of \$4,200).

Richard C. Dreggors, GAA, of Calhoun, Dreggors & Associates prepared the appraisal report for the Respondents. Mr. Dreggors utilized information from VHB as to land planning, MEI as to engineering, and Power Acoustics, Inc. as to a sound report, to prepare his appraisal report. Mr. Dreggors opined the highest and best use as vacant would be for a single family use, and the highest and best use as improved for the continued use of the existing single family home.

Mr. Dreggors utilized four (4) comparable land sales ranging in value from \$39,063 to \$49,342 per acre, arriving at a valuation of \$47,500 per acre for the Subject Property. Mr. Dreggors used the Direct Comparison Approach to estimate the value of the subject property by comparison with similarly improved properties. Mr. Dreggors utilized five (5) comparable sales ranging from \$107.65 per square foot to \$118.80 per square foot, arriving at a value of \$110.00 per square foot for the subject property improvements. Additionally, Mr. Dreggors opines the remainder property and the value of the remainder improvements will be damaged 50% by the close proximity of the Wekiva Parkway, and Mr. Morris of MEI estimated a cost to cure of \$4,200. Thus, Mr. Dreggors opined the total value of the taking is \$290,500 (\$70,300 land, \$15,400 improvements, damages \$200,600, and cost to cure \$4,200).

Trial of this matter was scheduled to begin on June 20, 2016, and the parties agreed to mediation prior to completion of extensive pre-trial discovery. During mediation, the parties were able to reach a settlement in the amount of \$239,500 as full settlement of all claims for compensation by the property owner, plus statutory attorney's fees totaling \$10,395, plus reduced expert fees and costs totaling \$41,227.

For the above-cited reasons, Right-of-Way counsel requests Board approval of the mediated settlement in the amount of \$239,500, plus attorney's fees and costs and experts fees and costs totaling \$51,622, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 240.

The Right-of-Way Committee recommended approval of the proposed settlement at its April 27, 2016, meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$291,122 in full settlement of all claims for compensation in the acquisition of Parcel 240, including all statutory attorney's fees and costs and all experts' fees and costs.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area
- Exhibit "C" – Mediated Settlement Agreement – Parcel 240
- Exhibit "D" – Experts Invoices

Reviewed by: _____



ORLDOCS 14647946 |

LEGAL DESCRIPTION

PARCEL 240
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

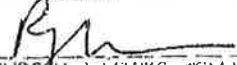
THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3147, PAGE 1623 AND BOOK 9482, PAGE 2623, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE SOUTH 89°21'11" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 2016.03 FEET; THENCE SOUTH 00°21'28" WEST AND DEPARTING SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY LINE OF ONDICH ROAD AND A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 AND BEING THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5576, PAGE 4295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°21'28" WEST AND DEPARTING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE, A DISTANCE OF 734.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'28" WEST ALONG SAID WEST LINE, A DISTANCE OF 565.31 FEET TO A POINT ON THE NORTHERN BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7706, PAGE 188 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°17'05" WEST ALONG SAID NORTHERN BOUNDARY, A DISTANCE OF 106.56 FEET TO THE NORTHEAST CORNER OF EMERY SMITH SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 22 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°18'22" WEST ALONG THE NORTH LINE OF SAID EMERY SMITH SUBDIVISION, A DISTANCE OF 113.23 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE FROM A TANGENT BEARING OF NORTH 18°35'31" EAST, NORTHEASTERLY 350.37 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 4987.67 FEET, A CENTRAL ANGLE OF 04°01'30" AND A CHORD BEARING OF NORTH 20°36'16" EAST TO A POINT OF TANGENCY; THENCE NORTH 22°37'00" EAST, A DISTANCE OF 260.12 FEET TO THE POINT OF BEGINNING.


TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.479 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.



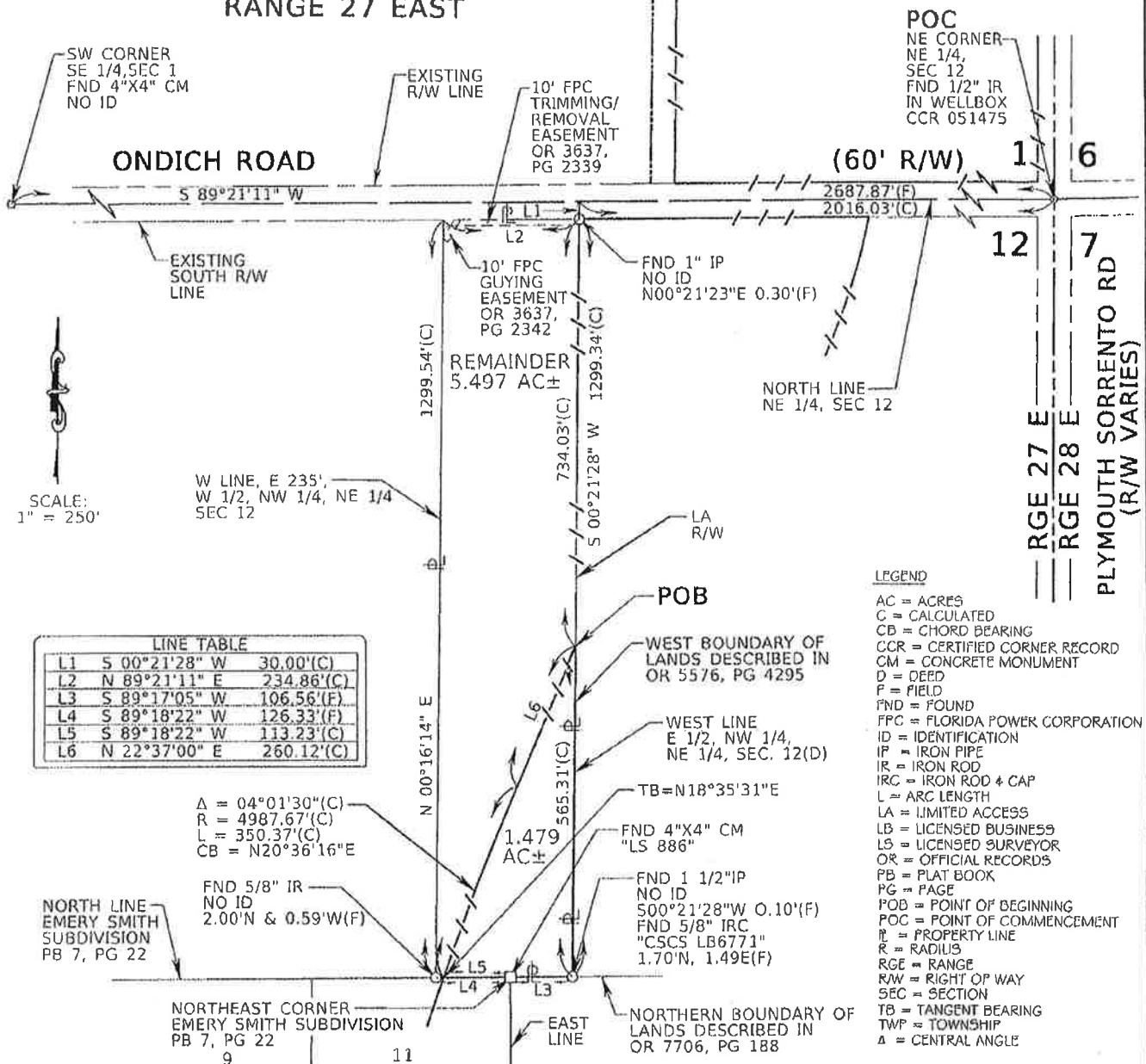
 RUSSELL J. MARKS, PFSM NO. 5623 3/25/14
 DATE
 NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL 240
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

**TOWNSHIP 20 SOUTH
 RANGE 27 EAST**



GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
- THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
- ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
- A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 19, 2012, FILE NO. 2037-2856936 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: SMP	JOB NO:		
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		SHEET: 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 240**



1. LOOKING WEST AT THE FRONTAGE ALONG ONDICH ROAD



2. LOOKING SOUTH AT THE SUBJECT DRIVEWAY

Photographs Taken By:
Craig S. Adams
July 9, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 240**



3. LOOKING SOUTHWEST AT THE RESIDENCE



4. LOOKING NORTHWEST AT THE REAR OF THE HOUSE

Photographs Taken By:
Craig S. Adams
July 9, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 240**



5. LOOKING SOUTH AT THE QUONSET HUT SHED



6. LOOKING SOUTH AT THE BACK FIELD

Photographs Taken By:
Craig S. Adams
July 9, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 240**



7. LOOKING SOUTH AT THE TAKING



**8. LOOKING SOUTHWEST AT THE ABANDONED
MANUFACTURED HOME IN THE TAKING**

Photographs Taken By:
Craig S. Adams
July 9, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 240**



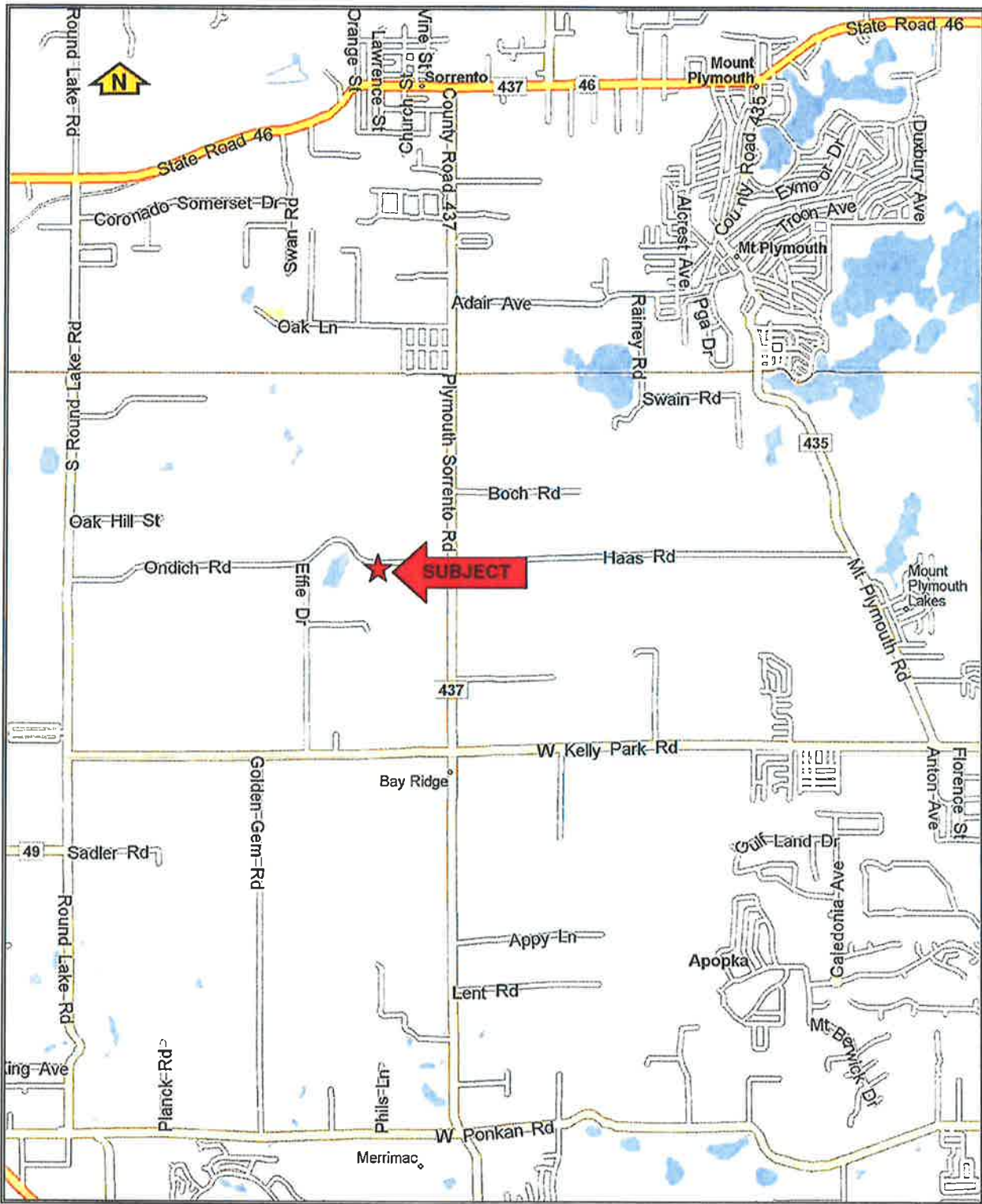
9. REAR VIEW OF THE OLD MANUFACTURED HOME



10. LOOKING EAST AT AN OLD SHED IN THE TAKING

Photographs Taken By:
Craig S. Adams
July 9, 2014





**SUBJECT LOCATION MAP
PARCEL 240**

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: 2015-CA-001148-O

Subdivision 39

Petitioner,

vs.

HENRY J. DUBEL, et al,

Parcel 240 (Rigsby)

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on March 11, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, STEPHEN LEE RIGSBY and MARK LANE RIGSBY the sum of two hundred thirty nine thousand five hundred Dollars exactly (\$ 239,500.00) in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 240 , including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of two hundred eight thousand Dollars (\$ 208,000.00). Within thirty (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit in the Registry of the Court or, in the event of no apportionment claim, by payment to the trust account of Respondents' attorney, the sum of thirty one thousand five hundred Dollars exactly (\$ 31,500.00), representing the difference between the total settlement sum referenced above and Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondents' attorney the sum of ten thousand three hundred and ninety five Dollars (\$ 10,395.00) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondents'

EXHIBIT "C"

attorney the sum of forty one thousand two hundred twenty seven Dollars (\$ 41,227.00) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondents in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows:

Dreagers	\$ 19,424
MEI	12,500
VH3	1,673
Power Acoustics	7,630
	<u>\$ 41,227</u>

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

5. Counsel for Petitioner and Respondents will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board. Counsel and the CFX representative agree to recommend this Settlement Agreement to the ROW Committee and the CFX Board.

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 240, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

9. This Settlement Agreement, ^{and Addendum hereto,} executed by the parties and their counsel on this 11th day of March, 2016, contains all the agreements of the parties.

Linda S. Brehmer Lanosa
Print Name: Linda Brehmer Lanosa
Central Florida Expressway Authority

David Shontz
Print Name: David Shontz
Counsel for CFX

Lawrence M Watson
Print Name: LAWRENCE M WATSON
Mediator


Mark L Rigoby
Print Name: Mark L. Rigoby
Owner Stephen L Rigoby

By - Mark L Rigoby
Print Name: STEPHEN L. RIGSBY
Owner

Harold K. Lassman
Print Name: Harold K. Lassman
Attorney for Owner

ADDENDUM TO PROPOSED MEDIATED SETTLEMENT AGREEMENT
PARCEL 240

The parties will walk the construction line on Parcel 240 and work with the owner, Mark Rigsby, to determine whether there is a silt fence encroachment and to work together to restore the property, if necessary, as to any gopher tortoise removal activities.


JWR LBC
Mark Rigsby

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

March 10, 2016

Harold A. Lassman, Esq.
c/o Maguire Lassman, P.A.
605 East Robinson Street, Suite 140
Orlando, FL 32801

RE: Owner: Rigsby
Project: Wekiva Parkway
Parcel No.: 240
County: Orange

INVOICE

Review CFX reports, review information from owner's representative, subject property inspection, conferences with owner's representative and experts, land and improved sales research/analysis, review sales, review highest and best use, review/write appraisal, review land planning information, conference with engineer.

Abrams Schmidt:	67.75 Hrs. x \$175/Hr. =	\$11,856
Dreggors:	24.00 Hrs. x \$275/Hr. =	<u>6,600</u>
Subtotal		\$18,456

Preparation of rebuttal reports, review CFX rebuttal reports, conference with owner's representative and experts to review.

Abrams Schmidt:	21.50 Hrs. x \$175/Hr. =	\$3,762
Dreggors:	7.50 Hrs. x \$275/Hr. =	<u>2,062</u>
Subtotal		\$ 5,824
Total		\$24,280

Thank you,

Richard C. Dreggors, GAA
President

RCD/smo

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

EXHIBIT "D"

OWNER	RIGSBY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	240	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/14/15	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.50
11/12/15	REVIEW OF CONDEMNOR'S APPRAISAL; ANALYSIS OF HALL'S SALES; RESEARCH SUBJECT MATERIAL; REVIEW OF CORRESPONDENCE WITH OWNER'S REPRESENTATIVE; RESEARCH LAND AND IMPROVED SALES.	6.50
11/13/15	RESEARCH SALES.	3.00
11/17/15	RESEARCH/ANALYSIS OF SALES.	2.00
11/19/15	RESEARCH SALES; CONFERENCE CALL WITH EXPERTS; ANALYSIS OF DAMAGES; ANALYSIS OF HIGHEST AND BEST USE; RUN PRELIMINARY NUMBERS.	3.50
11/20/15	RESEARCH/ANALYSIS OF LAND AND IMPROVED SALES.	5.00
11/23/15	RESEARCH/ANALYSIS OF SALES; WORK ON SALE WRITE-UPS.	3.00
11/24/15	VERIFY SALES; ASSIST WITH APPRAISAL.	3.25
11/25/15	ASSIST WITH APPRAISAL; WORK ON EXHIBITS FOR REPORT.	2.50
11/30/15	WORK ON SALE WRITE-UPS/EXHIBITS; ASSIST WITH APPRAISAL.	3.75
12/01/15	WORKED ON SALE WRITE-UPS; VERIFIED SALES; ASSIST WITH APPRAISAL; PREPARE FOR INSPECTIONS.	5.75
12/02/15	ASSISTED WITH APPRAISAL.	2.00
12/03/15	WORKED ON SALE WRITE-UPS; REVIEW OF THE NOISE STUDY; ASSISTED WITH APPRAISAL.	6.00
12/04/15	ASSIST WITH APPRAISAL; CONFERENCE CALL WITH OWNERS; PREPARE FOR INSPECTIONS; VERIFY SALES.	4.75
12/07/15	ASSIST WITH APPRAISAL; WORK ON EXHIBITS.	3.50
12/18/15	PREPARE FOR SITE INSPECTION OF SUBJECT PROPERTY AND SALES; CONTINUE TO ASSIST WITH APPRAISAL.	2.00

OWNER	RIGSBY	COURTNEY ABRAMS SCHMIDT
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	240	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
12/09/15	MET WITH OWNER; INSPECT SUBJECT PROPERTY AND SALES.	3.75
12/10/15	REVIEW OF ENGINEERING REPORT; ASSIST WITH APPRAISAL.	2.00
12/11/15	WORK ON APPRAISAL; ANALYSIS OF SALES.	2.25
12/14/15	MEETING WITH RICK TO REVIEW APPRAISAL.	0.50
01/04/16	CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; ASSISTED WITH APPRAISAL; FINALIZE ADDENDA; REVIEW LAND PLANNING REPORT.	<u>2.25</u>
		67.75
02/12/16	ANALYSIS OF DOCUMENTS PERTAINING TO CONDEMNATION BLIGHT; MEETING WITH RICK TO DISCUSS SCOPE OF WORK FROM REBUTTAL ANALYSIS.	4.75
02/15/16	RESEARCH/ANALYSIS OF HALL'S SALES; WORKED ON REBUTTAL ANALYSIS.	2.25
02/16/16	ANALYSIS OF HALL'S SALES.	3.50
02/17/16	ANALYSIS OF HALL'S SALES; REVIEW OF BLIGHT DOCUMENTS; ASSIST WITH REVIEW APPRAISAL; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	5.75
02/19/16	ASSIST WITH REBUTTAL ANALYSIS; PREPARE ADDENDA.	3.00
03/02/16	REVIEW OF REBUTTAL REPORTS; CONFERENCE WITH OWNER'S REPRESENTATIVE; MEETING WITH RICK.	1.50
03/04/16	CONFERENCE WITH EXPERTS.	<u>0.75</u>
	TOTAL HOURS	21.50

OWNER	RIGSBY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	240	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/23/15	BEGIN REVIEW OF CFX REPORTS.	0.75
03/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE; CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING OUR ASSIGNMENT.	1.00
04/14/15	CONFERENCE WITH EXPERTS TO DISCUSS AND REVIEW HIGHEST AND BEST USE.	0.50
11/09/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	0.50
11/13/15	REVIEW OUR FILE; REVIEW LAND SALES; PREPARE FOR CONFERENCE CALL WITH EXPERTS.	1.50
11/19/15	REVIEW OUR FILE; PREPARE FOR CONFERENCE CALL WITH EXPERTS; CONFERENCE WITH EXPERTS TO REVIEW HIGHEST AND BEST USE AFTER THE TAKING.	2.75
12/07/15	REVIEW HOME AND LAND SALE WRITE-UPS.	1.75
12/09/15	INSPECT SUBJECT PROPERTY AND SALES.	3.50
12/14/15	REVIEW/WRITE APPRAISAL.	6.75
12/18/15	REVIEW REPORT.	0.75
01/04/16	REVIEW REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW LAND PLANNING INFORMATION; CONFERENCE WITH ENGINEER.	<u>4.25</u>
		24.00
02/11/16	MEETING WITH ASSOCIATE TO REVIEW REBUTTAL REPORT ANALYSIS.	0.75
02/16/16	REVIEW INFORMATION FROM REBUTTAL REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.50
02/17/16	REVIEW INFORMATION ON REBUTTAL REPORT CONTENTS; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW.	1.75
03/02/16	REVIEW CFX REBUTTAL REPORTS (HALL AND HENDERSON); REVIEW WITH ASSOCIATE AND HAROLD LASSMAN.	2.75

OWNER	RIGSBY	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	240	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
03/04/16	CONFERENCE CALL WITH EXPERTS AND OWNER'S REPRESENTATIVE REGARDING REBUTTAL REPORTS.	<u>0.75</u>
	TOTAL HOURS	7.50

please make checks payable to:

m e i civil

964 Lake Baldwin Lane., Suite 200
Orlando, FL 32814
407-893-6894
fax 407-893-6851

bill to:

Harold A. Lassman, Esquire
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, Florida 32801

Invoice Date: 3/10/2016

Invoice Number: 191021H-1

Invoice Amount Due: **\$15,062.25**

JOB: SR 429, Parcel 240
Rigsby
Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM)	36.5	\$250.00	\$9,125.00	\$9,125.00
Senior Designer (JRR)	37.5	\$120.00	\$4,500.00	\$4,500.00
Designer (MP)	8.0	\$90.00	\$720.00	\$720.00
Subtotal				\$14,345.00
Expense (5%)				\$717.25
Total Fee Due				\$15,062.25

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

Work Descriptions for Daniel L. Morris, P.E.

191021H

Job Name *SR429-204, P240, Rigsby*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
12/2/2015	8.0		review construction plans and CFX appraisal report
12/3/2015	8.0		preliminary analysis of impacts
12/6/2015	5.5		preliminary engineering report
12/7/2015	8.5		preliminary engineering report
12/8/2015	6.5		analysis of existing drainage patterns and SR429 drainage, preliminary engineering report
<i>Total Hours:</i>	36.5		

Work Descriptions for John R. Russell

191021H

Job Name *Wekiva Parkway P240 Rigsby*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
11/20/2015	2.0		Before Conditions
11/20/2015	1.0		Download & Review Appraisal
11/23/2015	2.0		Draft Proposed Drainage Ditches
11/23/2015	2.5		OverAll UnCured Remainder Exhibit
11/23/2015	2.5		UnCured Remainder Exhibit
11/23/2015	2.0		AOT Exhibit
11/24/2015	3.0		Draft Light Poles; Hatch UnCured Remainder
12/1/2015	3.0		Adjust Sheet Setup from In-House MarkUps
12/1/2015	3.0		Assemble Sheets From Cadd Files, Shading & Check Plot
2/10/2016	4.0		Drafting SR 429 Roadway Plans
2/10/2016	2.0		USGS, FEMA, Aerial & Location Map Exhibits
2/12/2016	4.5		SR 429 Roadway Plans - Drainage Ditches
2/12/2016	3.0		SR 429 Roadway Plans - Striping & Shading
2/13/2016	3.0		Creates Exhibit Plan Sheets & Labelling

Total Hours: *37.5*

Work Descriptions for Mitchell Pentecost

191021

Job Name *SR 429, P240, Rigsby*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
11/19/2015	1.5	began printing relevant construction plans
11/20/2015	3.5	continue printing relevant construction plans, drainage maps, structures, etc. Assemble physical folder
<i>Total Hours:</i>	<i>5.0</i>	

Work Descriptions for Mitchell Pentecost

191021H

Job Name *SR429, P240, Rigsby*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
12/7/2015	1.0	Print relavant lighting and striping/signage plans
12/8/2015	2.0	Print relavant lighting and striping/signage plans
<i>Total Hours:</i>	<i>3.0</i>	



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471
 617.924.1770 F 617.924.2286

Harold Lassman, Esq.
 Maguire Lassman, P.A.
 605 E. Robinson Street
 Suite 140
 Orlando, FL 32801

Invoice No: <Draft>
 March 02, 2016
 VHB Project No: 62434.00

Invoice Total \$1,967.47

Professional Planning Services for Rigsby Property

Professional Services Thru February 13, 2016

Professional Personnel

	Hours	Rate	Amount	
Principal 1	1.00	250.00	250.00	
Technical/Professional 06	.50	125.00	62.50	
Technical/Professional 05	11.00	125.00	1,375.00	
Technical/Professional 04	2.00	95.00	190.00	
Totals	14.50		1,877.50	
Total Labor				1,877.50

Reimbursable Expenses

Printing			89.97	
Total Reimbursables			89.97	89.97

Total this Invoice \$1,967.47

Billings to Date

	Current	Prior	Total
Labor	1,877.50	0.00	1,877.50
Expense	89.97	0.00	89.97
Totals	1,967.47	0.00	1,967.47



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 62434.00

Period: 201513

Date	Location	Job Type	User	Total
11/18/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$31.96
11/19/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$9.59
			Total	\$41.55



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 62434.00

Period: 201601

Date	Location	Job Type	User	Total
12/15/2015	Orlando FL	B/W Laser Printing	katieshannon	\$3.08
12/16/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.54
1/4/2016	Orlando FL	B/W Laser Printing	katieshannon	\$1.54
12/15/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$17.04
12/16/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$8.52
1/4/2016	Orlando FL	Sm Fmt Color Printing	katieshannon	\$8.52
			Total	\$40.24



Power Acoustics, Inc.
 12472 Lake Underhill Rd #302
 Orlando, FL 32828

Invoice

DATE	INVOICE #
3/7/2016	16-03249

BILL TO
Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

CUSTOMER CONTACT / SHIPPED TO
Maguire Lassman, P.A. 605 E. Robinson Street, Suite 140 Orlando, FL 32801

P.O. NO.	TERMS	JOB
	Per Agreement	Rigsby/CFX

DESCRIPTION	QTY	RATE	AMOUNT, US\$
Principal Consultant Hourly Rate see attached hourly breakdown	42.75	210.00	8,977.50
Total, US Dollars			\$8,977.50

Power Acoustics, Inc
 Federal Identification Number: 59-3500644

Remit to the address above.

Direct questions concerning this invoice to Dave Parzych at (407) 381-1439.

Principal Consultant: Dave Parzych, INCE.Bd.Cert
Job: Rigsby vs Expressway Authority eminent domain
Client: Maguire Lassman

Date	Time	Rate	Work Accomplished
6/29/2015	4	210	840 Review aerals and appraisal
6/30/2015	5	210	1050 Prep and Setup monitor, review Rigsby Property
7/1/2015	3	210	630 Retrieve instrumentation, check out equipment
7/2/2015	3	210	630 Download data, pictures, document data conditions
11/17/2015	6	210	1260 Review plot 24 hour sound data, correct nighttime, location figure
11/18/2015	8	210	1680 model traffic noise
11/19/2015	8	210	1680 report
11/20/2015	1	210	210 review PAI report and send draft to Lassman
3/1/2016	0.25	210	52.5 review Siebein rebuttal report
3/7/2016	4.5	210	945 Letter of response to Siebein rebuttal and finding Siebein references
SUBTOTAL	42.75		Hours Worked
		\$8,977.50	

CONSENT AGENDA ITEM

#20

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: James Edward Cheek, III, Right of Way Counsel JAC
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: April 25, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 140
Approval of Offer of Judgment

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval to serve an Offer of Judgment to GGH 10, LLC ("Landowner") for Parcel 140, which was acquired for construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered an Order of Taking for this parcel on May 15, 2014.

DESCRIPTION and BACKGROUND:

This case involves the partial taking of unimproved property owned by GGH 10, LLC, located at 3100 Bailey Hill Road, Apopka, Florida, approximately ¼ mile west of Plymouth Sorrento Road. The subject is a 10.633 acre, irregularly-shaped lot located in unincorporated Orange County, Florida. CFX is acquiring approximately half of the property.

The property is a vacant piece of land that had previously been excavated by the Acme Recycling Corporation and used for a clay pit, and then subsequently as a land clearing debris disposal facility. Soil borings from a level 2 contamination impact assessment indicate landfill debris (mostly wood, tree trunks, asphalt, tires and concrete) between two and eight feet deep covering most of the property, except for an area of approximately half an acre in the southeast corner of the parcel. It appears that there is no physical access to the property, as Bailey Hill Road ends approximately 600 feet east of the southeast corner of the property. The Landowner would therefore have to rely on obtaining either an implied easement or statutory easement of necessity across adjoining property. There are no utilities currently onsite.

CFX initially retained the services of Craig Ebaugh with Bledsoe & Ebaugh, LLC, to appraise the property. Mr. Ebaugh concluded that, due to the subject's marginal land characteristics and lack of physical access, development potential was questionable. He therefore utilized three comparable sales of similarly marginal land that had values between \$4,000 - \$6,000 per acre, and reconciled on a value of **\$5,000 per acre**. This resulted in a total compensation

estimate of \$30,400, which is the amount deposited into the court registry as CFX's good faith estimate of value.

CFX subsequently retained the appraisal services of Chad Durrance of Durrance & Associates to update the appraisal to the date of taking. Mr. Durrance considered additional cost information to remediate the site and to acquire and construct access to the site, including removal of a much greater amount of debris than was originally estimated. Mr. Durrance similarly concluded that the property had limited development potential, and identified comparable sales ranging in value from \$2,000 - \$5,000 per acre. Mr. Durrance determined that the property would be worth \$4,000 per acre if it had access. However, due to uncertainty of access and the costs associated with establishing and constructing access, he determined that the property was worth **\$500 per acre**, for a total parent tract value of \$5,000. Mr. Durrance's compensation estimate is summarized as follows:

Value of Part Taken (4.943 acres)	\$2,500.00
<u>Severance Damages to Remainder (5.6 acres)</u>	<u>\$1,500.00</u>
Total Compensation	\$4,000.00

The Landowner has retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject is for a single residential homesite, to be constructed on the half-acre of allegedly developable property located in the southeast corner (where they opine that an implied easement exists). Mr. Dreggors considers five comparable sales that range in size from 3 acres to 11 acres, all of which had access and contained all useable uplands. The properties sold for between \$23,000-\$49,000 per acre. Mr. Dreggors reconciles on a value of **\$30,000 per acre**, for a total parent tract value of \$318,900.

In the after condition, the Landowner contends that the remainder will be left land-locked, as access to the purported implied easement over the adjoining property will be cut-off by the expressway. Furthermore, the entire half-acre of allegedly developable property is located within the taking, leaving only non-developable property in the remainder. Mr. Dreggors' compensation estimate is summarized as follows:

Value of Part Take	\$148,200
<u>Severance Damages to Remainder</u>	<u>\$167,500</u>
Total Compensation	\$313,900

OFFER OF JUDGMENT

Mediation was conducted on April 12, 2016 without a successful resolution. This case is scheduled to go to trial during the September 12, 2016 trial docket. The Right of Way Committee approved the service of an Offer of Judgment in this case on April 27, 2016. Offers of Judgment are authorized in eminent domain actions under §73.032, Florida Statutes, which provides that if a defendant rejects an Offer of Judgment and the verdict or judgment is less than the amount of that offer, the court shall not award any costs incurred by the defendant after the date the Offer was rejected.

The undersigned counsel seeks this Board's approval to serve an Offer of Judgment in the amount of **\$50,000**, exclusive of attorney's fees and costs, or such other amount as approved by the Right of Way Committee. CFX has already deposited \$30,400.00 as its good faith estimate of value. Therefore, if the offer of judgment is accepted, CFX will have to pay an additional \$19,600 to resolve GGH's interest in this case, in addition to attorneys fees and costs.

RECOMMENDATION:

The proposed Offer of Judgment was recommended for Board approval by the Right of Way Committee at the April 27, 2016 meeting. The undersigned counsel respectfully requests that this Board authorize service of an Offer of Judgment in the amount of \$50,000 to fully resolve GGH 10's interest in this case, exclusive of attorneys fees and costs, or such other amount as this Board deems appropriate.

ATTACHMENTS:

Sketch of Property

Reviewed by: Joseph J. Passiatare

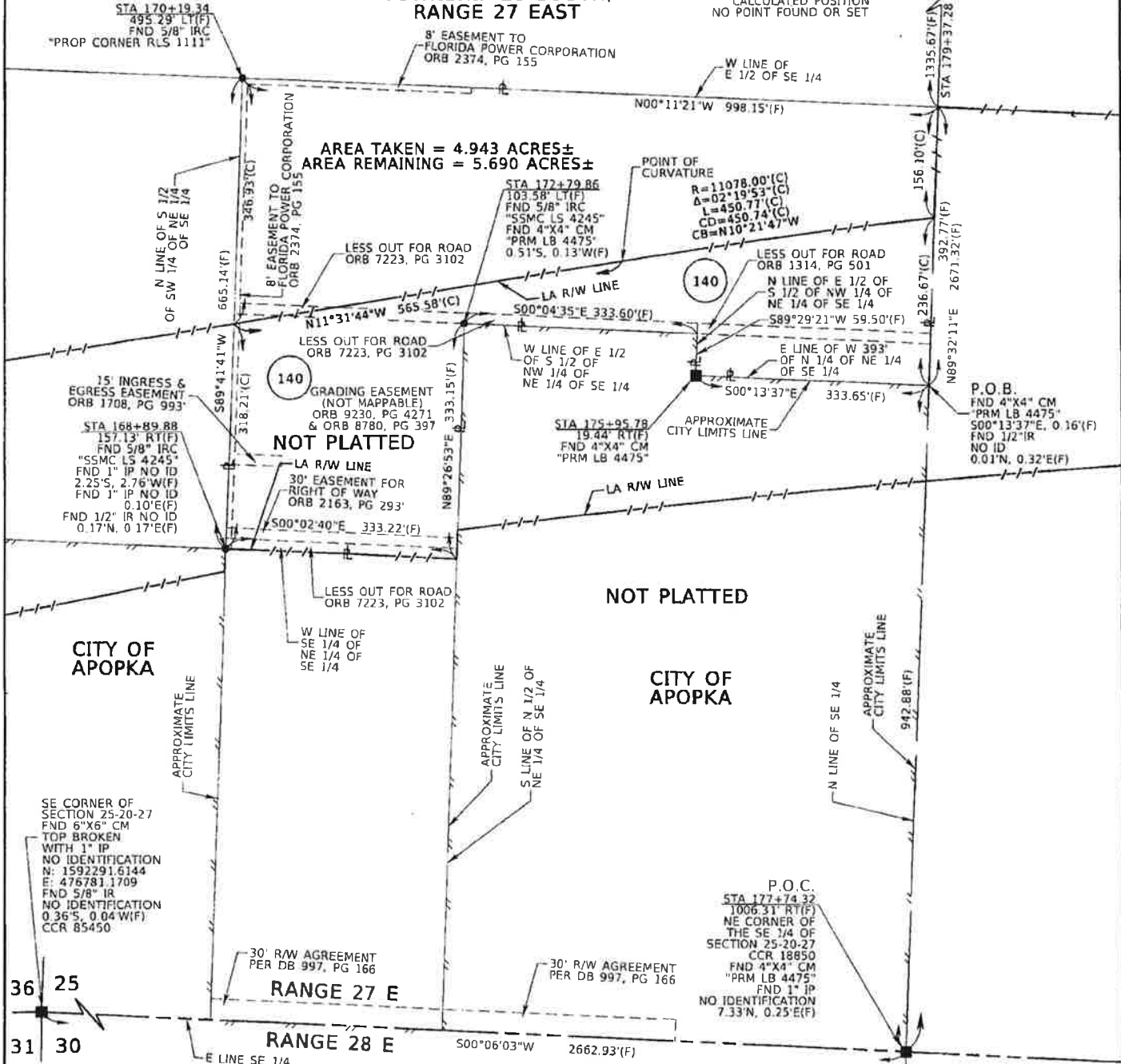
SKETCH OF DESCRIPTION



Scale: 1" = 200'

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NW CORNER OF
THE SE 1/4 OF
SECTION 25-20-27
CALCULATED POSITION
NO POINT FOUND OR SET



AREA TAKEN = 4.943 ACRES±
AREA REMAINING = 5.690 ACRES±

NOT PLATTED

NOT PLATTED

CITY OF APOPKA

CITY OF APOPKA

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

**SECTION 30,
TOWNSHIP 20 SOUTH,
RANGE 28 EAST**

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. 140**

 **GEODATA CONSULTANTS, INC.**
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#21

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: James Edward Check, III, Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: April 25, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 141 ~~KA~~^{CU}
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement with Plymouth Harbor, LLC ("Landowner"), for the acquisition of Parcel 141 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered an Order of Taking for this parcel on June 19, 2014.

DESCRIPTION and BACKGROUND:

The instant action involves the partial taking of property owned by Plymouth Harbor, LLC, and is located at 2404 Plymouth Sorrento Road in Apopka, Florida. The subject is a 24.406 acre rectangular lot improved with a single family residence and horse farm. The improvements are considered an interim use, as the property owner previously received governmental approvals for a 47-lot single-family subdivision. CFX is acquiring approximately 3.24 acres from the property, which effectively reduces the size of the parent tract by 13%.

The land is zoned R-1AA, Residential Single-Family District, by the City of Apopka. This allows development of up to 3.5 residential units per acre. The future land use plan designates the site as RLS, Low Density Suburban Residential. Both parties' appraisers agree that the highest and best use of the subject is for a residential subdivision. CFX's appraiser contends that the property could be developed with 47 lots, which is consistent with the previous site approval; the Landowner's appraiser contends that the site can be developed with 60 lots.

The Landowner claims that it received two prior offers for the property, and had a sales contract which allegedly fell through because of the planned Wekiva Parkway. Specifically, the Landowner has identified (1) a Contract for Sale and Purchase received from Ashland Park Homes, Inc., on July 10, 2006 to purchase the property for \$2,530,000 (\$103,663 per acre / \$53,830 per lot); (2) an offer from Armor Development, LLC on July 14, 2006 to purchase the property for \$2,760,000 (\$113,087 per acre, or \$58,723 per lot); and (3) a Sales Contract with Susan Chang of Evergreen Properties, USA, for \$2,380,000 (\$97,517 per acre, or \$50,630 per lot).

This third sales contract by Susan Chang was accepted by Plymouth Harbor, and the contract was signed by both parties on March 5, 2007. This signed sales contract had a 120 day feasibility study period, during which time the buyer allegedly became aware of the impending Wekiva Parkway project and cancelled the sale.

CFX retained the appraisal services of Chad Durrance of Durrance & Associates to appraise the property. Mr. Durrance determined that the highest and best use of the property was for development of a residential subdivision similar to that described in the sales contract with Susan Chang, which includes the development of 47 lots. Mr. Durrance considered 6 comparable sales that ranged in value from \$24,800 per acre to \$46,000 per acre, and reconciled on a value of **\$38,500 per acre** (\$20,000 per lot for 46 lots). This equates to a total value of \$955,700 for the parent tract, and **\$124,900 for the part taken**.

In his severance damage analysis, Mr. Durrance determined that the taking would result in the remainder being able to accommodate eight (8) fewer lots. The loss of 8 lots x \$20,000 per lot, results in total loss of \$160,000. Mr. Durrance also considers the loss in value of the improvements within the area of taking, increased wall cost, the cost to revise development plans, and the reduction in value due to proximity to the expressway. These additional losses and expenses resulted in a severance damages and cost to cure estimate of **\$214,400**. Mr. Durrance's valuation estimate is summarized as follows:

Value of the Part Taken - 3.24 acres	\$140,600
<u>Severance Damages to the 21-acre remainder</u>	<u>\$214,400</u>
CFX's Total Compensation Estimate	\$355,000

The Landowner retained the appraisal services of Grant Austin with American Valuation Inc. Mr. Austin opined that the property could be developed with 60 lots, rather than 47 lots as initially planned. He considered three comparable sales to determine the before value, ranging from \$50,356 per acre (\$28,000 per lot) to \$102,000 per acre (\$34,614 per lot), and reconciled on a value of **\$76,210 per acre** (\$31,000 per lot for 60 lots). This equates to a total value of \$1,860,000 for the parent tract land and **\$247,186 for the land taken**.

Mr. Austin utilized the discounted cash flow method to arrive at a severance damage claim of **\$1,258,535**. First, he determined that the remainder would be able to accommodate 52 lots, rather than 60 lots in the before. He then determined that the remainder would experience a holding period of 5 years before it would likely be sold for residential development. He concluded that, absent the taking, the remainder has a current land value of \$1,479,000. He then uses a discount rate of 26% per year to arrive at an after value for the property of \$606,755 (very similar to CFX's after-value of \$600,000). This results in an effective severance damage rate of about 60%. Mr. Austin's compensation estimate is summarized as follows:

Value of Part Take	\$ 274,000
<u>Severance Damages to Remainder</u>	<u>\$1, 258,535</u>
Landowner's Total Compensation Estimate	\$1,561,035

EXPERT AND ATTORNEY FEES:

The Landowner retained the services of Mark Natirboff, Esq., who has agreed to accept a statutory betterment attorney fee award. A settlement in the amount of \$700,000 to the Landowner would result in an attorney fee award of \$126,100, based on betterment.

The Landowner has also submitted expert invoices in the amount of \$123,423, as summarized below:

Grant Austin (Appraiser)	\$62,814
Reginal Messimer (Engineer)	24,061
Nexgen (Land Planners)	34,941
Marcus Allen (survey)	537
Patricia Doney (survey)	900
<u>Earthworks - Estimating Services</u>	<u>170</u>
Total	\$123,423

CFX's expert fees in this case totaled \$78,094.91, as summarized below:

Chad Durrance (Appraiser)	\$44,985
MacIntosh & Assoc (Engineer)	30,919
BDA (Environmental Consultants)	1,542
<u>John Speer (Cost to Cure)</u>	<u>650</u>
Total	\$78,095

After negotiations, the Landowner's experts agreed to accept **\$105,000** to resolve its expert fee claims. This represents a reduction of about 15% below invoice amounts. The undersigned counsel has reviewed the invoices submitted and believes that this negotiated fee resolution is reasonable and in the best interest of CFX.

SETTLEMENT PROPOSAL

Mediation was conducted on April 12, 2016 without a successful resolution. However, shortly after mediation the Landowner agreed to accept CFX's proposal to resolve this case for a total of \$931,100, which represents \$700,000 to the Landowner, \$105,000 for expert fees, and \$126,100 in statutory attorney's fees. A resolution of \$700,000 to the Landowner is less than half the amount of compensation estimated in Mr. Austin's appraisal report, and is significantly below the midpoint of the appraisals (\$958,017). The undersigned believes that this settlement proposal is reasonable, especially considering the executed purchase contract signed with Susan Chang in the amount of \$2,380,000, or \$97,517 per acre. The two other offers made on the property set the value even higher (between \$103,000 - \$113,000 per acre).

CFX previously deposited \$275,600 into the court registry as its good faith estimate of value. A settlement in the amount of \$931,100 would require CFX to deposit an additional sum of \$655,500. The terms of the settlement proposal are summarized as follows:

Compensation to Landowner	\$700,000
Attorney's fees	\$126,100
<u>Expert fees</u>	<u>\$105,000</u>
Total Settlement	\$931,100

Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by 73.091 and 73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and unnecessary expenses for CFX in this case.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the April 27, 2016 meeting. The undersigned counsel respectfully requests that this Board approve for settlement in the amount of \$931,100 to fully resolve Plymouth Harbor's interests in Parcel 141, inclusive of attorney's fees and costs.

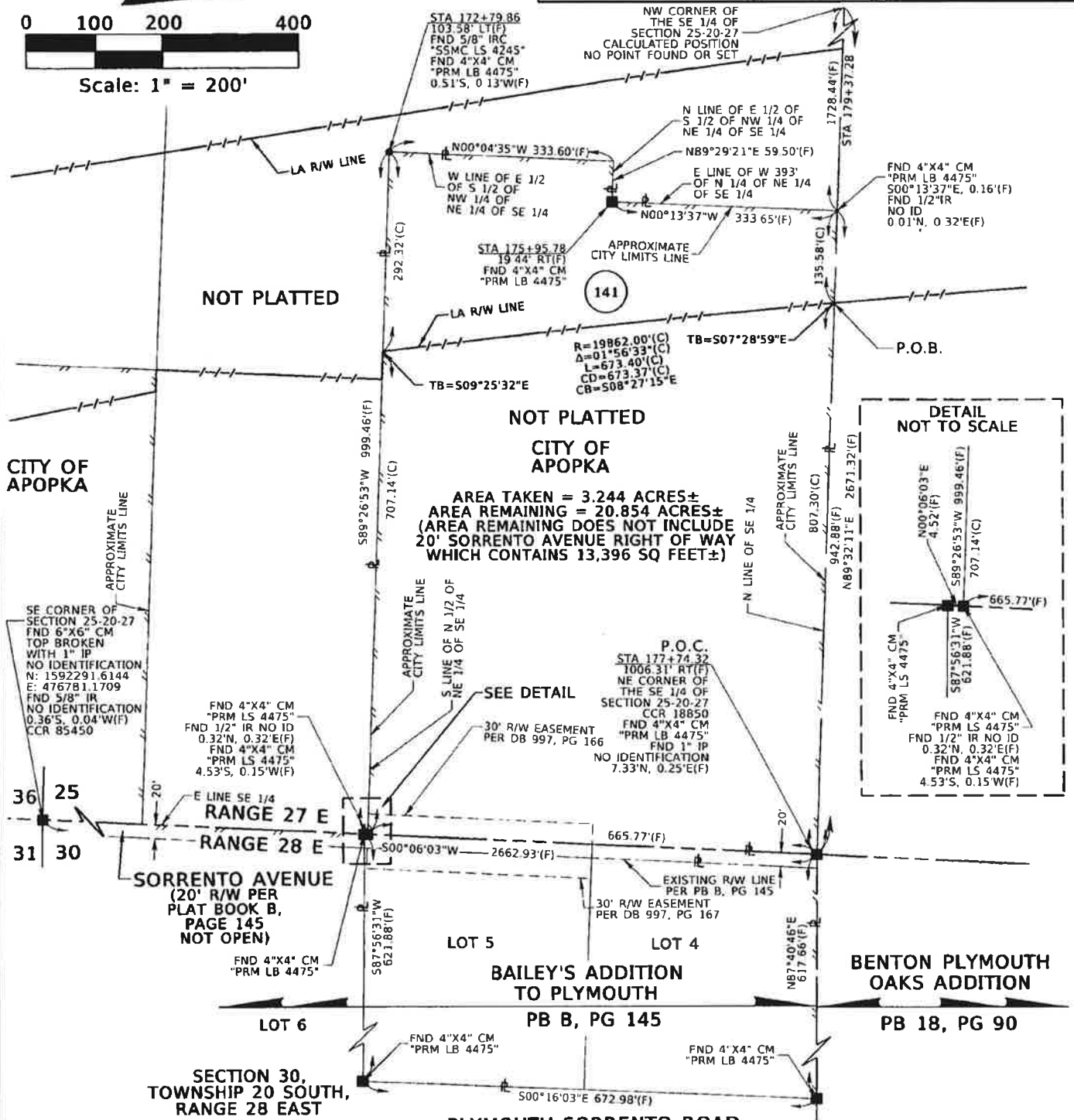
ATTACHMENTS:

Sketch of Property

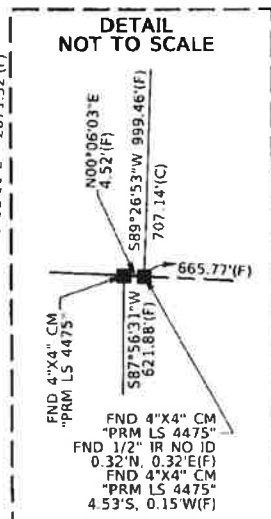
Reviewed by: Joseph Flasiatore

SKETCH OF DESCRIPTION

**SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST**



**AREA TAKEN = 3.244 ACRES±
AREA REMAINING = 20.854 ACRES±
(AREA REMAINING DOES NOT INCLUDE
20' SORRENTO AVENUE RIGHT OF WAY
WHICH CONTAINS 13,396 SQ FEET±)**



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

**PLYMOUTH SORRENTO ROAD
(R/W WIDTH VARIES)**

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. 141**

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#22

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

Winter Park Office
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
FAX (407) 645-3728

MEMORANDUM

To: Central Florida Expressway Authority Board Members
From: James Edward Cheek, III, Right of Way Counsel *HAC*
Subject: Utility Relocation Agreement between CFX and Duke Energy Florida, LLC, for relocation of Duke Energy's Transmission and Distribution Facilities for the Wekiva Parkway Project 429-205, Parcel 291
Date: April 25, 2016

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of the Utility Relocation Agreement ("Utility Relocation Agreement") between Duke Energy Florida, LLC ("Duke Energy") and the Central Florida Expressway Authority ("Authority") for relocation of Duke Energy's Transmission facilities in the S.R. 429-205 corridor, Parcel 291 (the "Project"). A copy of the proposed Utility Relocation Agreement is attached for your review.

BACKGROUND

The design and construction of the Project require the relocation of a portion of Duke Energy's transmission facilities located within or near the Authority's limited access right-of-way line for S.R. 429-205, at Parcel 291. The purpose of the Utility Relocation Agreement is to facilitate the relocation, identify the reimbursable expenses of Duke Energy, and coordinate the construction responsibilities of Duke Energy as it relates to the Authority's construction schedule for the Project.

When Duke Energy's facilities that must be relocated for the Project are located in a valid identifiable easement, the Authority is required to pay for the acquisition of replacement easements, as well as the relocation of these facilities. The Authority is generally responsible for reimbursing Duke Energy for its relocation costs associated with the Project. These relocation costs include engineering costs, construction costs, materials, labor, equipment, etc.

The Utility Relocation Agreement identifies Duke Energy's reimbursable cost estimates for the transmission facilities. The Authority will be responsible for its share of the actual costs associated with the relocation, as identified in the agreement.

Duke Energy has estimated the actual cost to the Authority for relocation of Duke's transmission facilities as not to exceed \$1,977,550.63. Should the actual costs exceed the above estimates by more than 10%, the Utility Relocation Agreement requires Duke Energy to submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior written agreement of the CFX before performing work, in order for CFX to become responsible for any additional reimbursement to Duke Energy for the additional amounts.

The estimates provided by Duke Energy incorporated into the Utility Relocation Agreement were reviewed by CH2M Hill and determined to be within a reasonable range.

REQUESTED ACTION

The proposed Utility Relocation Agreement was approved by the Right of Way Committee on April 27, 2016. It is respectfully requested that this Board (1) approve the terms of the Utility Relocation Agreement between Duke Energy and the Authority; and (2) authorize the Executive Director to execute the Utility Relocation Agreement following satisfactory review by legal counsel. Agreement value: \$1,977,550.63.

ATTACHMENTS

Utility Relocation Agreement

Reviewed by: _____

A handwritten signature in blue ink, reading "Joseph J. Serratore", is written over a horizontal line.

Prepared By and Return to:

James Edward Cheek, III
Winderweedle, Haines, Ward &
Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880

S.R. 429-205 (PARCEL 291)
UTILITY RELOCATION AGREEMENT

This Utility Relocation Agreement ("Agreement") is entered into this ___ day of _____, 2016, between the Central Florida Expressway Authority, a body politic and corporate, and an agency of the state, under the laws of the State of Florida ("CFX"), and Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy ("Duke Energy").

RECITALS

WHEREAS, Duke Energy is the holder of certain easement interests, written or prescriptive, located within the S.R. 429-205 corridor, as subordinated by that certain Subordination of Easement Agreement recorded in Official Records Book _____, Page _____, of the public records of Orange County, Florida, a copy of which is attached hereto as Exhibit "A" (such interests referred to herein as the "Existing Easement"); and

WHEREAS, the Existing Easement encumbers certain lands owned by CFX that will be used for the construction, operation, maintenance, repair, and replacement from time to time of the parcel 291 of CFX Project 429-205; and

WHEREAS, the proposed construction and use of S.R. 429-205 and, specifically, parcel 291 located in that Project, requires that portions of the Existing Easements and the electric transmission and distribution facilities (collectively, the "Facilities") located therein be removed and relocated; and

WHEREAS, CFX is willing to replace Duke Energy's Existing Easement with a certain new easement, with the new easement being described as shown in Exhibit "B" to this Agreement; and

WHEREAS, CFX agrees to reimburse Duke Energy for the direct costs associated with relocation of its Facilities, subject to certain reimbursements and/or credits to CFX for portions of the Existing Easement, and certain time constraints (as identified herein).

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, CFX and Duke Energy agree as follows:

CFX AGREEMENT TO REIMBURSE DUKE ENERGY

1. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Duke Energy will perform engineering services in coordination with CFX concerning CFX's Wekiva Parkway Project in Orange County, Florida (CFX PROJECT No. 429-205, the "Project") and Duke Energy's facilities affected or potentially affected by the Project. The engineering services performed for this project are defined as follows.

a. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy transmission facilities within the limits of the Wekiva Parkway SR 429, Project 429-205, which shall include the relocation of portions of the Piedmont-Sorrento 230kV transmission line, specifically poles PS-93 through PS-96.

b. The engineering analysis and preparation of engineering plans for the relocation or adjustment of the existing overhead Duke Energy distribution facilities within the limits of the Wekiva Parkway SR 429, Project 429-205.

c. The engineering analysis will also include soil borings, soil thermal properties and subsurface utility exploration.

d. The establishment of the placement location of any new facilities within new and existing easements.

e. The development of a schedule for finalization of design plans and permits.

f. The development of a schedule for procurement and for construction of all facilities, the procurement and construction schedules being contingent upon execution of this Agreement.

g. The establishment of a final construction cost estimate that includes all procurement costs.

h. The performance of the relocation construction activities scoped under this Agreement. The relocation construction activities scoped under this Agreement will start _____, 2016 and will be performed in accordance with the Utility Work Schedules attached hereto as Exhibit "C."

3. **Transmission Facilities:** At this time, it is estimated that the total actual cost associated with the relocation and adjustment of the Duke Energy transmission facilities will be \$1,977,550.63 as described in the Reimbursable Costs – Estimate Summary Sheet attached hereto as Exhibit "D." Subject to the limitations of the terms and conditions of this Agreement, CFX agrees to reimburse Duke Energy for the actual costs of the relocation and adjustment, not to exceed the amount of \$1,977,550.63 Any deviation by CFX or its contractor from the plans for the Project during construction may render this estimate null and void. Duke Energy is not responsible for events beyond its control that could not reasonably be anticipated and which could not be avoided with the exercise of due diligence at the time of occurrence. Should the total actual cost of the relocation and adjustment exceed ten (10) percent more than the original estimate of \$1,977,550.63 Duke Energy shall submit a request for prior approval in writing, setting forth the amount of such additional costs and the changed conditions requiring the additional costs, and obtain the prior

written agreement of the CFX before performing work, in order for CFX to become responsible to reimburse Duke Energy for the additional amounts.

INVOICE PROCEDURES

4. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by CFX:

a. Duke Energy may at monthly intervals submit progress invoices for all actual costs incurred for the period covered by the invoice. All invoices shall be submitted in detail sufficient to identify the work performed during the invoice period.

b. All invoices for materials shall include sufficient backup data and information to establish compliance with Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, requiring that steel, iron, and manufactured products used in the relocation and adjustment be produced in the United States (“Buy America” compliance).

c. Duke Energy shall submit a final invoice to CFX for payment of all reimbursable costs within one hundred eighty (180) days after completion of the relocation.

d. Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. All cost records and accounts shall be maintained in auditable condition for a period of five (5) years after final payment is received by Duke Energy and shall be subject to audit by a representative of the CFX at any reasonable time during this five year period.

e. Upon receipt of an invoice, CFX has twenty (20) days to approve the invoice or to return the invoice to Duke Energy for revisions or further documentation.

f. CFX shall pay properly and completely submitted invoices within the time frames set forth in the Florida Property Payment Act, Chapter 218.70-218.80, Florida Statutes, and the provisions of the Act shall apply. Invoices which have to be returned to Duke Energy because of Duke Energy’s preparation errors will result in a delay in the payment. The invoice payment requirements described above do not start until a properly completed invoice is provided to CFX. In the event of a bona fide dispute regarding an invoice, CFX shall provide a statement of the dispute and will authorize payment of the undisputed amount.

TRANSFER OF EASEMENT INTERESTS

5. If not already transferred, CFX will transfer the permanent utility easement interests to Duke Energy within ninety (90) days after it has made final payment to Duke Energy hereunder, or within (90) days after Duke Energy pay its share, if any, of the Total Easement Acquisition Costs if any of said costs are invoiced separately. The easements to be transferred to Duke Energy, and the terms of those easements, are described in Exhibit “B” to this Agreement.

MISCELLANEOUS PROVISIONS

6. This Agreement constitutes the complete and final agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto.

7. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Orange County, Florida. In any such action, the parties waive any right to jury trial.

8. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof to the extent provided by Florida law.

9. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid US certified mail, return receipt requested; overnight next day courier service, facsimile, email transmission; or by delivery in person.

CFX: Central Florida Expressway Authority
Name of contact: Glenn M. Pressimone
Telephone No.: (407) 690-5321
Fax No.: (407) 690-5011
Email address: Glenn.Pressimone@CFXWay.com

Duke Energy: Duke Energy Florida, LLC d/b/a Duke Energy

Transmission:

Name of contact: Joel Chatham
Telephone No.: (813) 919-7511
Email address: Joel.Chatham@duke-energy.com

Distribution:

Name of contact: Doug Buxton
Telephone No.: (863) 678-4462
Mobile: (863) 241-8865
Email address: Douglas.Buxton@duke-energy.com

10. In order to enter upon CFX property, Duke Energy will properly complete and deliver to CFX a right of entry application in the form approved by CFX. Upon receipt and approval of this form, CFX will grant to Duke Energy all such licenses and rights of access reasonably necessary to allow Duke Energy to perform the work described in this Agreement, including, without limitation, the right to enter upon CFX property. Duke Energy may exercise such rights after coordinating with and obtaining approval from the CFX contact referenced in Paragraph 9 above, so as to avoid, to the

extent reasonably practicable, any disruption of or interference with the quiet enjoyment of CFX's property.

11. Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

[Signatures appear on following page]

DUKE ENERGY FLORIDA, LLC, a Florida limited liability
d/b/a DUKE ENERGY

By: _____

Print name: _____

Title: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print name: _____

Title: _____

Legal review: _____

Print name: _____

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

BY: _____

James Edward Cheek, III,
Winderweedle, Haines, Ward & Woodman, P.A.

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

By: _____

Linda Brehmer-Lanosa, Deputy General Counsel

Dated: _____, 2016.

APPROVED BY CFX BOARD ON _____

EXHIBIT A

Prepared By and Return To:

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

SUBORDINATION OF EASEMENT AGREEMENT

THIS SUBORDINATION OF EASEMENT AGREEMENT, entered into this ___ day of _____, 2016, by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public corporation of the State of Florida (the "Authority"), having an address of 4974 ORL Tower Road, Orlando, Florida 32807, and **DUKE ENERGY FLORIDA, LLC, A Florida limited liability company d/b/a Duke Energy** (the "Utility"), having an address of P.O. Box 14042, St. Petersburg, Florida 33733.

RECITALS:

WHEREAS, the Utility has perpetual easement(s) for the transmission and distribution of electricity encumbering certain lands hereinafter described that have been determined necessary for expressway purposes; and

WHEREAS, the proposed use of these lands for expressway purposes shall require subordination of the interest in such lands by the Utility to the Authority; and

WHEREAS, the Utility has the authority to subordinate its interest as hereinafter set forth; and

WHEREAS, the Authority is willing to replace Utility's perpetual easements with new easements encumbering different lands and pay for the removal or relocation of Utility's facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Utility and Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
2. **Subordination.** The Utility subordinates to the Authority, its successors and assigns, any and all of its existing or future easements only to the extent they encumber listed property in the lands described as follows, to wit:

[See Composite Exhibit "A" attached hereto and incorporated by reference herein]

for the purpose of constructing, improving, maintaining and operating an expressway and appurtenant improvements over, through, upon, and/or across such lands.

3. **Reservation of Rights.** The Utility reserves the right to construct, operate, maintain, improve, add to, upgrade, remove, or relocate facilities on, within, and upon the lands described herein in accordance with the Authority's current minimum standards, as may be amended, for such facilities as required by the State of Florida Department of Transportation ("FDOT"), Utility Accommodation Guide.

4. **Relocation of Easements.** Should the Authority require the Utility to alter, remove, adjust, or relocate its facilities located within any portion of the above-described lands, the Authority hereby agrees to pay the direct costs of such alteration, adjustment, relocation or removal including, but not limited to the cost of acquiring appropriate replacement easements to cover the relocated facilities. Any relocation, alteration or removal of the Utility's facilities not required by the Authority shall be performed at the Utility's sole cost and expense.

5. **Maintenance Access by the Utility.**

a. The Utility shall retain the reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 3 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that the exercise of such rights does not unreasonably interfere with the operation and safety of the Authority's expressway. The Utility shall pay tolls for the entry and exit of all its equipment and vehicles and those of its contractor at the prevailing rate.

b. In the exercise of the rights and privileges under Paragraphs 3 and 5a. above, the Utility shall not damage or disturb any improvements located outside of the easement areas and, upon completion of any work, shall repair and restore any damage to the Authority property or improvements to the satisfaction of the Authority. The Utility shall be responsible for the proper construction, operation, maintenance and repair of the facilities installed and maintained by the Utility, and the Authority shall assume no responsibility or liability for the maintenance, repair or safe operation of such facilities. All entries upon property owned by the Authority by Utility, its employees, agents and contractors, shall be at Utility's risk and expense. The Utility shall agree to indemnify the Authority against any loss or damage directly resulting from the Utility's exercise of its rights outlined in Paragraphs 3 and 5a. above.

6. **Non-Interference with Facilities.** The Authority covenants not to interfere with the Utility's facilities within the easement area on the above-described property.

7. **Notice of Construction.** Except in case of emergency, the Authority shall give a minimum of forty-eight (48) hours' notice to the Utility's local office prior to the commencement of construction over the Utility's easement areas in the above-described property. In emergency situations, Authority shall notify the Utility's office as soon as possible.

8. **General Provisions.** No failure of either party to exercise any power given

hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of either party's right to demand strict compliance with the terms hereof. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. This Agreement shall be interpreted under the laws of Florida. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

Signed, sealed and delivered
in our presence as witnesses:

(Print Name)

(Print Name)

Signed, sealed and delivered
in our presence as witnesses:

(Print Name)

(Print Name)

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____

Print Name: _____

Title: Deputy Executive Director

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

By: _____

Linda Brehmer Lanosa

Print Name: _____

Title: Deputy General Counsel

Approved as to form for execution by the
Authorized Signatory of the Central
Expressway Authority

By: _____

Print Name: _____

Right of Way Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a municipal corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

Notary Public

Print Name

Notary Public, State of Florida

Commission No.

My commission expires:

Signed, sealed and delivered
in our presence as witnesses:

DUKE ENERGY FLORIDA, LLC,
a Florida limited liability company
d/b/a Duke Energy

(Print Name)

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of Duke Energy Florida, LLC, a Florida limited liability company d/b/a Duke Energy, on behalf of the company, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

By: _____

Print Name: _____

Title: _____

Notary Public

Print Name

Notary Public, State of Florida

Commission No. _____

My commission expires:

EXHIBIT B

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 991
PURPOSE: PART A PERMANENT EASEMENT
PURPOSE: PART B PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 991 - PART A PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BENT 1/2" IRON ROD AND NO IDENTIFICATION; THENCE NORTH 03°29'07" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1284.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°29'28" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1283.73 FEET TO THE NORTHEAST CORNER THE SOUTHWEST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°13'13" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 292.94 FEET TO A POINT ON THE EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT AS RECORDED IN OFFICAL RECORDS BOOK 3349, PAGE 1972 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 26°36'38" EAST ALONG SAID EAST LINE, A DISTANCE OF 640.43 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 42°05'57" EAST, A DISTANCE OF 350.84 FEET TO A POINT; THENCE SOUTH 09°38'11" EAST, A DISTANCE OF 68.04 FEET TO A POINT; THENCE SOUTH 83°07'27" WEST, A DISTANCE OF 78.43 FEET TO A POINT ON AFORESAID EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT; THENCE NORTH 26°36'38" WEST ALONG SAID EAST LINE, A DISTANCE OF 376.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,311 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 03, 2014

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 991



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY
SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 991
PURPOSE: PART A PERMANENT EASEMENT
PURPOSE: PART B PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

LEGAL DESCRIPTION

PARCEL 991 - PART B PERMANENT EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE SOUTHEAST 1/4 OF SAID SECTION 5 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND BENT 1/2" IRON ROD AND NO IDENTIFICATION; THENCE NORTH 03°29'07" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1284.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 03°29'28" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 1283.73 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5, SAID POINT BEING A FOUND 1/2" IRON ROD AND NO IDENTIFICATION; THENCE DEPARTING SAID WEST LINE, RUN NORTH 88°13'13" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 5, A DISTANCE OF 292.94 FEET TO A POINT ON THE EAST LINE OF THE EXISTING FPC TRANSMISSION LINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3349, PAGE 1972 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 26°36'38" EAST ALONG SAID EAST LINE, A DISTANCE OF 1017.12 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN NORTH 83°07'27" EAST, A DISTANCE OF 78.43 FEET TO A POINT; THENCE SOUTH 09°38'11" EAST, A DISTANCE OF 240.24 FEET TO A POINT ON AFORESAID EXISTING FPC TRANSMISSION LINE EASEMENT; THENCE THE FOLLOWING TWO COURSES ALONG SAID EXISTING FPC TRANSMISSION LINE EASEMENT: THENCE SOUTH 71°52'36" WEST, A DISTANCE OF 3.73 FEET TO A POINT; THENCE NORTH 26°36'38" WEST, A DISTANCE OF 255.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,882 SQUARE FEET, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 4

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: FEBRUARY 03, 2014

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 991



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 S. INTERNATIONAL PARKWAY
SUITE 2403

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-6965 FAX: (407) 878-0843

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LT	= LEFT
CL	= CENTERLINE	N:	= NORTHING
CCR	= CERTIFIED CORNER RECORD	NO.	= NUMBER
E:	= EASTING	ORB	= OFFICIAL RECORDS BOOK
(F)	= FIELD	PL	= PROPERTY LINE
FPC	= FLORIDA POWER CORPORATION	PG	= PAGE
FND	= FOUND	PB	= PLAT BOOK
ID	= IDENTIFICATION	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	RT	= RIGHT
LA	= LIMITED ACCESS	R/W	= RIGHT OF WAY
		STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 05, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 03°29'28" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED JANUARY 02, 2013, POLICY NO. FL4149-10-4150814-2012.2730609-87774489, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SURVEY REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

SHEET 4 OF 4

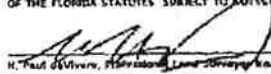

			<p>I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 11-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES SUBJECT TO ANY OTHER NOTATIONS SHOWN HEREON.</p> <p style="text-align: right;">  H. Paul DeVore, Professional Land Surveyor No. 4008 DATE: <u>3-24-2016</u> </p>
ADDED PART B EASEMENT	DPW	04/28/2014	
REVISED PER COMMENTS	DPW	03/11/2014	
REVISION	BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	STATE ROAD 429 OOCEA PROJECT NO. 429-205 PARCEL NO. 991		 GEODATA CONSULTANTS, INC. SURVEYING & MAPPING 1349 S. INTERNATIONAL PARKWAY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: (407) 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556
DATE: <u>FEBRUARY 03, 2014</u>			
PROJECT NO.: <u>P04-04</u>			
DRAWN: <u>DPW</u> CHECKED: <u>JMS</u>			

EXHIBIT C

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
UTILITY WORK SCHEDULE**

UTILITIES
10/8/2015
1 of 4

Project Title: Wakiva Parkway CFX Proj# 429-205		Federal Aid Project ID: n/a	
County: Orange		State Road No.: 429	
Utility Agency/Owner (UAO): Duke Energy Florida D/B/A Duke Energy Transmission			
A. Summary of Utility Work and Execution			
NON-CONSTRUCTION ITEMS	Estimated Time (Calendar Days)	CONSTRUCTION ITEMS	Estimated Time (Calendar Days)
Preliminary	n/a	Prior to CFX Project Construction	n/a
Material Procurement	n/a	During CFX Project Construction	36
Right-of-Way	n/a	Total	36
Other	n/a		
Total	n/a		
<p>This document has been developed as the method for a Utility Agency/Owner (UAO) to transmit to the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX), CFX's Contractor, and other right-of-way users, the location, relocation, adjustment, installation, and/or protection of their facilities, on this project. The following data is based on the CFX Pre-Bid 100% Construction Plans dated <u>June, 2014</u>. Any deviation by CFX or its contractor from the plans, as provided, may render this work schedule null and void. Upon notification by 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 Authority in writing prior to starting, stopping, resuming, or completing work. During the project, the UAO shall locate its facilities within 48 hours notice to their:</p>			
UAO Project Representative: <u>Joel Chatham</u>		Telephone Number: <u>407-942-9640</u>	
UAO Field Representative: <u>George Baxter</u>		Telephone Number: <u>727-483-3242</u>	
<p>This document is a printout of a 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 changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document".</p> <p>The UAO MUST signify by selecting or checking which of the following applies:</p> <p><input checked="" type="checkbox"/> No changes to forms document.</p> <p><input type="checkbox"/> Appendix "Changes to Forms Document" is attached. Number of Attachment Pages: _____</p>			
Authorized Utility Agent	Engineer of Record (EOR)	Acceptance by CFX	
<u>Ed Burkot</u> (Signature)	_____ (Signature)	_____ (Signature)	
<u>Ed Burkot, Senior Engineer</u> (Name) (Title)	<u>Rodger Schmidt, PE, Engineer of Record</u> (Name) (Title)	_____ (Name)	
<u>NOVEMBER 23, 2015</u> (Date)	_____ (Date)	_____ (Date)	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
10/8/2015
2 of 4

Project Title: Wekiva Parkway	County Road Number: N/A
State Road No: 429	City Road: N/A
Project No: 429-205(2A)	
UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission	
B.	Special Conditions / Constraints
<p>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 06/2014. 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.</p> <p>2) When requesting outages, the contractor must follow these guidelines:</p> <ul style="list-style-type: none"> 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. <p>3) This project is to be constructed in the vicinity of energized 230kV OH transmission.</p> <p>4) When doing any work or task under or near any DET facilities, all NESC & OSHA guidelines must be adhered to.</p> <p>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.</p> <p>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.</p> <p>7) No grading is allowed within any DET easement without prior approval from Asset Protection</p> <p>8) The DET Project Representative shall be notified by the CFX or roadway contractor when any dependent activities are completed.</p> <p>9) All relocation activities by DET will be performed during regular working hours between Monday through Friday. No night time or weekend activities will be performed unless otherwise coordinated in advance.</p> <p>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.</p>	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
10/8/2015
3 of 4

Project Title: Wekiva Parkway	County Road Number: N/A
State Road No: 429	City Road: N/A
	Project No: 429-205(2A)
UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A Duke Energy Transmission	
B.	Special Conditions / Constraints
Conditions continued...	
<p>11) 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.</p> <p>12) Clearing and grubbing of 100 foot wide path across CFX property centered on planned DET route to be completed by CFX contractor prior to DET beginning construction. Area within 50 foot radius of PS-94 to have a slope of not greater than 1 to 10 prior to DET beginning construction.</p> <p>13) 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.</p> <p>14) All proposed structures and transmission wires to be installed and the line energized prior to any existing structures and wires being removed.</p>	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
UTILITY WORK SCHEDULE

UTILITIES
10/8/2015
4 of 4

Project Title: Wekiva Parkway		County Road Number: N/A		
State Road No: 429		City Road: N/A		
		Project No: 429-205(2A)		
UTILITY AGENCY/OWNER (UAO): Duke Energy Florida D/B/A 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				
BL NB SR 429				
470+03 L1081; PS-96; 85' WD H-STR(2); EMBEDDED 13'	STRUCTURE TO BE REMOVED	n/a	none	4
470+09 L1070; PS-96	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
472+71 L524; PS-95	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
472+77 L514; PS-95; 85' WD H-STR(2); 18" DIA.; EMBEDDED 12'	STRUCTURE TO BE REMOVED	n/a	none	4
475+07 L263; PS-94	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
475+20; PS-95 TO PS-94; 230kV TRANSMISSION CROSSING	OH TRANSMISSION CROSSING TO BE REMOVED	n/a	none	0
475+30; PS-94 TO PS-93A; 230kV TRANSMISSION CROSSING	PROPOSED OH TRANSMISSION CROSSING	n/a	none	0
475+53 R46; PS-94; 3X95' ST; 30" DIA.; EMBEDDED 14'	STRUCTURE TO BE REMOVED	n/a	none	4
475+86 R513; PS-93A	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4
476+09 R787; PS-93; 114' CC H-STR(2); 30" DIA.; EMBEDDED 18'	STRUCTURE TO BE REMOVED	n/a	none	4
476+16 R896; PS-93	PROPOSED OH TRANSMISSION STRUCTURE	Special Condition #12	none	4

EXHIBIT D

**PS 230kV Wekiva Pkwy OCEA 431081-
1-32-01 OrangeCo**

UTILITY ESTIMATE SUMMARY

Final billing will be based on actual costs

Financial Management No.: 431081-1-32-01	Federal Aid No.: 431081-1-32-01
County: Orange	State Road No.: Wekiva Parkway CFX 429-205 (2A)
Utility Agency/Owner(UAO): DUKE ENERGY FLORIDA, D/B/A DUKE ENERGY-TRANSMISSION	

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

<u>Engineering</u>	<u>Relocation/ Installation</u>	<u>Items(s)</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Force Account
<input type="checkbox"/>	<input type="checkbox"/>	Lump Sum
<input type="checkbox"/>	<input type="checkbox"/>	Third Party Contract
<input type="checkbox"/>	<input type="checkbox"/>	Other _____

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

Item(s)	Job or Work Order No.	Job or Work Order No.	Total
	()	2451T3	
Preliminary Engineering			\$ -
RAW (Acquisition Only)			\$ -
Construction Engineering			\$ 278,879.25
Construction Labor			\$ 1,017,648.76
Materials & Supplies			\$ 470,925.99
Materials Handling Charges			\$ -
Transportation & Equipment			\$ -
Contract Construction			\$ -
Miscellaneous Expense			\$ -
Inspection Costs			\$ -
General Overhead Costs			\$ 210,096.63
GROSS RELOCATION COSTS:			\$ -
*Salvage			\$ -
*Betterment			\$ -
*Expired Service Life			\$ -
*Nonreimbursable			\$ -
TOTAL CREDITS:	()	()	()
TOTAL REIMBURSABLE COSTS:			\$ 1,977,550.63
*% To be Applied to Final Billing for Credits Due Project.	(%)	(%)	(%)

Submitted for the utility owner by:


Joel Chatham

October 22,

2015

Print Name

Date


 Signature

CONSENT AGENDA ITEM

#23

MEMORANDUM

TO: CFX Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel
Glenn Pressimone, Director of Engineering

DATE: May 4, 2016

SUBJECT: *Central Florida Expressway Authority v. Mega GNG, LLP, et al.*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP
Location: 2809 W. Kelly Park Rd, Apopka, Florida 32712
Size of Land: Before: 39.849± gross / net acres
Taken: 0.170± gross / net acres (7,407± square feet)
Remainder: 39.679± gross / net acres

INTRODUCTION AND PROPERTY DESCRIPTION

Mega GNG’s property is located on the northeast corner of Plymouth Sorrento Road and West Kelly Park Road, in unincorporated Orange County, Florida. The easterly portion of the parent tract is improved with a modular office building, a metal warehouse building, three greenhouses, asphalt driveways, a cylindrical storage container, perimeter chain link fencing with barbed wire, a chain link gate, and a decorative brick wall with columns and metal entrance gates. Primary access is available on the east side of Plymouth Sorrento Road and north side of West Kelly Park Road. The property is zoned A-1, Citrus Rural District by Orange County. The future land use is Rural.

Parcel 232 is a strip and corner clip taking consisting of 7,407 square feet along the south border of the parent tract and the southwest corner. According to construction plans, West Kelly Park Road and Plymouth Sorrento Road will be constructed with 12-foot wide lanes, 10-foot wide shoulders (5-foot paved, 5-foot stabilized) and roadside ditches. A center left-turn-only lane for traffic turning onto southbound Plymouth Sorrento Road will be constructed on West Kelly Park Road in front of the subject property.

SUMMARY OF CFX’S APPRAISAL REPORT

Walter N. Carpenter, Jr., MAI, CRE, appraised the property. He concluded that the highest and best use “as though vacant” is to hold for future commercial or mixed use development until economic conditions improve and as dictated by market demand. The highest and best use “as improved” is the existing use as interim until economic conditions improve and as dictated by market demand. Based upon the comparable sales approach, Mr. Carpenter estimated the value of Parcel 232 as of June 6, 2014 as follows:

Project: 429-203, Parcel 232

Owner: Mega GNG, LLLP

Description	Amount
Value of Land Taken (7,407 sf @ \$2/sf)	\$14,800
Improvements (740-ft chain link fence, sod)	11,680
Severance Damages	0
Cost to Cure (contributory value of fence based upon 15% depreciation)	5,490
Total	\$31,970

**SUMMARY OF THE OWNER'S DEMAND INCLUDING
ATTORNEY'S FEES, EXPERT FEES AND COSTS**

After consulting with Dan K. Richardson, PhD, MAI, AI-GRS, and John M. Donaldson of JMD Engineering, Inc., the owner, Mega GNG, made an initial demand of \$88,000, plus statutory attorney's fees, expert fees and costs. The owner's demand is itemized below.

Description	Amount
Value of Land Taken (7,407 sf @ \$6.48/sf)	\$48,000
Improvements (740-ft chain link fence, sod)	30,670
Severance Damages	0
Cost to Cure (contributory value of fence based upon 15% depreciation)	9,773
Total	\$88,000
Expert Fees	
Dan K. Richardson, PhD, MAI	\$ 1,950
JMD Engineering, Inc.	1,974
Statutory Attorney's Fees	18,490
Total Request for Expert Fees and Costs and Attorney's Fees and Costs	\$22,414
All Inclusive Total	\$110,414

Although the owner did not produce expert reports, the expert fees and costs were reasonable.

PROPOSED SETTLEMENT

After informal communications and discussions, the parties reached a proposed settlement in the amount of **\$59,000** resolving all claims for compensation from CFX resulting from the taking of Parcel 232, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

REQUESTED ACTION

Board approval is requested to accept the proposed settlement in the amount of **\$59,000** resolving all claims for compensation from CFX resulting from the taking of Parcel 232, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

The Right of Way Committee recommended approval on April 27, 2016.

Attachment: Aerial Photograph

Reviewed by: _____
Joseph L. Passiatore



Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

REQUESTED ACTION

Board approval is requested to accept the proposed settlement in the amount of **\$59,000** resolving all claims for compensation from CFX resulting from the taking of Parcel 232, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any. The Right of Way Committee recommended approval on April 27, 2016.

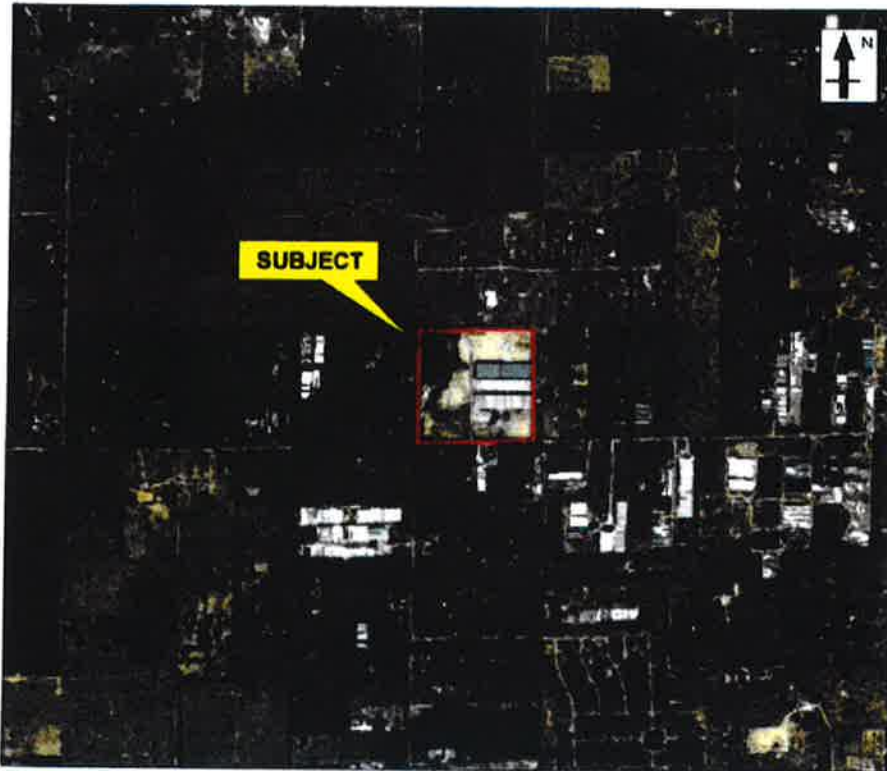
Attachment: Aerial Photograph

Project: 429-203, Parcel 232
Owner: Mega GNG, LLLP

PARCEL NO. 232
OWNER MEGA GNG, LLLP
PROJECT SR 429 WEBKIVA PARKWAY EXTENSION PROJECT NO 429-203
CITY/COUNTY UNINCORPORATED/ORANGE

14

AERIAL PHOTOGRAPH



*Approximate Representation
Source: Orange County Property Appraiser*



*Approximate Representation
Source: Orange County Property Appraiser*

CONSENT AGENDA ITEM

#24

MEMORANDUM

TO: CFX Board Members

FROM: Richard N. Milian, Broad and Cassel



DATE: April 28, 2016

SUBJECT: Recommendation for Board Approval of Mediated Settlement Agreement of Attorneys' Fees and Experts Costs in Joseph B. Doerr Trust v. Central Florida Expressway Authority (Parcel 406)

Broad and Cassel recommends Board Approval of a Mediated Settlement Agreement of Attorneys' Fees and Experts Costs with Joseph B. Doerr Trust (hereinafter "Doerr"), arising from the acquisition of Parcel 406 required for the construction of the State Road 429 project.

I. CASE BACKGROUND

In 2006 the Central Florida Expressway Authority's predecessor, Orlando/Orange County Expressway Authority (hereinafter "the Authority") filed a Petition in Eminent Domain to acquire 9.81 acres from Doerr for the State Road 429 project. The acquisition was a total taking of vacant commercial property at the 441/Maitland Boulevard intersection. Before the suit was filed, the Authority had an appraisal report completed which determined that the value of the property to be acquired was \$4,300,000.00. The parties entered into pre-suit negotiations and a tentative agreement was reached to settle the matter for \$5,000,000 plus attorneys' fees. The Right of Way Committee which existed at that time, rejected the proposed settlement because the landowners were insisting on an attorneys' fee payment of approximately \$100,000. Thereafter, Broad and Cassel recommended that the Authority submit a first offer significantly greater than its appraised value in an effort to encourage settlement.

On June 5, 2006, the Authority submitted to Doerr a pre-suit written offer to purchase Parcel 406 for \$4,914,221.00, which was over \$600,000.00 greater than the Authority's appraised value. The first offer was not accepted by Doerr. The case was ultimately tried to a jury which found that the value of the taking was \$5,744,830.00. Attorneys' fees in eminent domain cases are generally governed by Florida Statute 73.092(1), which provides that attorneys' fees are to be based on the betterment achieved. Based on the first offer submitted by the Authority, and the jury verdict in the case, the attorneys' fee to be awarded pursuant to 73.092(1) was \$227,652.25. After the jury verdict, the Authority sought to have the trial judge enter an attorneys' fee award in this amount. The landowners, however, filed a motion asserting that the Authority's first offer was invalid and that attorneys' fees should be based on hourly rates pursuant to Florida Statute 73.092(2). Doerr requested that the trial judge enter an attorneys' fees award well in excess of \$1,000,000. The trial judge ultimately entered an order striking the Authority's first offer and entered an attorneys' fee award in the amount of \$816,000.00 based on hourly rates.

II. DISTRICT COURT APPEALS

The trial court awarded \$816,000.00 in attorneys' fees based on hourly rates because it concluded the Authority's first offer was invalid. Specifically, the Authority's first offer provided that the Authority would pay Doerr \$4,914,221.00 "subject to all apportionment claims". In other words, the Authority's offer was conditioned upon Doerr providing clear title. This is a normal practice in eminent domain cases, as a condemning authority needs to obtain the property free and clear of any other interest. Doerr argued that including the language "subject to all apportionment claims" in the first offer, made the first offer conditional and invalid. The trial court agreed with the landowner and struck the Authority's first offer and then awarded attorneys' fees of \$816,000.00 based on hourly rates. The Authority appealed the trial court's attorneys' fees order to the Fifth District Court of Appeal (hereinafter "5th DCA"). The 5th DCA found the Authority's first offer was in fact valid and reversed the trial court's award of attorneys' fees. The 5th DCA did, however, remand the case back to the trial court for consideration of Doerr's additional claim that the application of the benefit statute (73.092(1)) violated Doerr's constitutional right to full compensation because the Authority caused "excessive litigation".

After the 5th DCA's first appellate ruling, the trial court again considered an appropriate attorneys' fee in this case. The trial court again refused to award an attorneys' fee of \$227,652.25 based on the benefit statute. Instead, this time the trial court found that the Authority caused "excessive litigation" and again awarded an attorneys' fee of \$816,000.00 based on hourly rates. The Authority appealed the trial court's ruling. On the second appeal, the 5th DCA again ruled in the Authority's favor. The 5th DCA found that attorneys' fees should have been based on the betterment statute and that if there was any "excessive litigation" the landowner should have sought sanctions for such "excessive litigation". The 5th DCA did, however, certify a question of great public importance to the Florida Supreme Court. Specifically, the 5th DCA asked the Florida Supreme Court to determine whether the benefit statute was appropriate if the case involved a claim of "excessive litigation".

III. FLORIDA SUPREME COURT RULING

The Florida Supreme Court ruled that the trial court should have primarily used 73.092(1) to determine attorneys' fees in this case, but that in the event there was excessive litigation in the case, the trial court can award an additional attorneys' fee, but only for those hours incurred in defending against the excessive litigation. In other words, the Florida Supreme Court ruled that the trial court should have awarded \$227,652.25 as the main attorneys' fee in this case, but that the trial court can also award an additional attorneys' fee for the hours incurred in defending against excessive litigation. The Florida Supreme Court took special effort to note that even though this case was a hard fought case, there was no indication that the case was litigated with "bad faith, illegal motives, or motivation by improper considerations". The Florida Supreme Court has remanded this case back to the trial court for the trial court to hold an evidentiary hearing to determine whether an additional award of attorneys' fee should be made based on hours incurred by Doerr because of excessive litigation.

DOERR'S ATTORNEYS FEES AND EXPERT FEE CLAIMS

Doerr's most recent attorneys' fee and expert fee claim is set out in Exhibit "1" attached hereto. As can be seen, the claim is now in the amount of \$3,287,459.96. The claim is comprised of the following:

- \$183,440 for attorneys' fees for the second DCA appeal. Under Florida law, the landowner is entitled to attorneys' fees for any appeal brought by the condemning authority, whether the landowner wins or loses. The Authority brought the second appeal and thus must pay Doerr's attorneys' fees, even though the Authority prevailed. The Authority has already paid Doerr's attorneys' fees for the first DCA appeal, but has not paid attorneys' fee for the second DCA appeal. By way of comparison, the Expressway Authority's attorneys' fees for the second DCA appeal were \$68,835.00.

- \$240,113.30 for attorneys' fee for the Supreme Court appeal. Again, the Authority is statutorily obligated to pay Doerr's attorneys' fee for the Supreme Court appeal. By way of comparison, the Authority's attorneys' fees for the Supreme Court appeal were \$77,451.00.
- \$1,050,000.00 for Supreme Court allowed additional fees. Doerr is claiming it expended 2,200 attorney hours, and 400 paralegal hours, to respond to "excessive litigation". Doerr is arguing that it should be paid \$1,050,000.00 for this time.
- \$1,062,560.37 for litigating entitlement to any additional fees. Doerr's attorneys have argued that they are entitled to a fee of \$1,062,510.37 for litigating entitlement to any additional fees allowed pursuant to the Florida Supreme Court decision.
- \$701,926.29 for interest on attorneys' fees to be paid to Doerr.
- \$49,420.00 for expert witness fees of Mr. Spalla. Mr. Leavitt's expert fees have not been determined.

IV. SETTLEMENT RECOMMENDATION

On February 12, 2016 a mediation conference was held regarding the Doerr's attorneys' fee and expert witness fee claim wherein a tentative settlement agreement was reached to pay \$1,500,000.00 in full and final settlement of all attorneys' fees and expert fees in this matter. While many of the claims Doerr has made regarding attorneys' fees and expert costs are debatable, it is highly likely that the trial judge will award significant attorneys' fees. Additionally, the cost of continued litigation will be significant. Broad and Cassel recommends approval of the Mediated Settlement Agreement in order to bring this matter to a final resolution. The CFX Right-of-Way Committee unanimously voted to recommend approval of the mediated settlement agreement at its April 27, 2016 meeting.

Reviewed by: _____



IN THE CIRCUIT COURT OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

ORLANDO/ORANGE COUNTY
EXPRESSWAY AUTHORITY,

Petitioner,

CASE NO. 2006-CA-006250-O

vs.

PARCEL NOS: 406

FUSCAN RIDGE, LLC, et al.,

Respondents.


MEDIATED SETTLEMENT AGREEMENT

At a mediation conference held on February 12, 2016, the parties reached the following Settlement Agreement:

1. The parties reach an agreement, and Central Florida Expressway Authority (CFX) will pay the total sum of **One Million Five Hundred Dollars (\$1,500,000.00)** in full and final settlement of all pending claims against CFX in the above styled cause of action, including, but not limited to, all attorneys fees and costs at the trial level and the District Court of Appeal and Supreme Court levels.
2. This agreement is subject to the approval of the CFX Right-of-Way Committee and the governing Board for CFX, which will be recommended for approval.
3. This Agreement contains all of the agreements of the parties relating to the resolution of any and all pending claims.
4. Subject to all approvals, Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved proposed Stipulated Order Awarding Attorney Fees & Taxing Costs as soon as practical hereafter, and in any event within thirty (30) days after all approvals. This proposed Stipulated Order Awarding Attorney Fees & Taxing Costs shall

incorporate, include and set forth all provisions of this agreement except this final paragraph. If either party fails to join in the submittal of this proposed Stipulated Order Awarding Attorney Fees & Taxing Costs to the court after all approvals within this time period, the other party may ask the court to enter an order incorporating, including, and setting forth these provisions, which shall not be objected to.

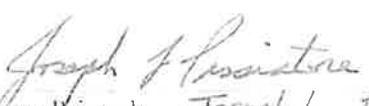
DATED this 12th day of February, 2016.




Richard N. Millian, Esquire
Florida Bar No.: 0729256
rmillian@broadandcassel.com
dtyree@broadandcassel.com
Broad and Cassel
390 North Orange Avenue
Suite 1400
Orlando, FL 32801
Telephone: (407) 839-4200
Facsimile: (407) 425-8377
Attorney for Petitioner




Joe W. Fixel, Esquire
Florida Bar No. 0192026
jfixel@fixelwillis.com
fixelservice@fixelwillis.com
Craig B. Willis, Esquire
Florida Bar No.: 0257656
cwillis@fixelwillis.com
Fixel & Willis
211 S. Gadsden Street
Tallahassee, FL 32301
Telephone: (850) 681-1800
Facsimile: (850) 681-9017
Attorneys for Respondent



Name Printed: Joseph L. Passiatore
For Central Florida Expressway Authority



James C. Hauser, Esquire
Florida Bar No. 168348
750 Live Oak Street
Maitland, Florida 32751
407-951-6865
Fax: (407) 660-3009



James A. Helinger, Jr., Mediator


CONSENT AGENDA ITEM

#25

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval of Supplemental Agreement No. 3 with
The DRS Group of Florida, Inc. for
Document Conversion Services, Contract No. 000978

Board Approval is requested to enter into Supplemental Agreement No. 3, with The DRS Group of Florida, Inc. in the amount of \$105,000 for the referenced contract. Hourly rates will remain the same. The funding requested will continue the services throughout the initial term and the first one-year renewal period. The initial term of the contract expires October 2, 2016.

On June 26, 2013, Board approved authorization to advertise for a record conversion and archiving service for permanent and long term documents, according to Florida Statutes Chapter 119 public records must be preserved and readily accessible. The project consisted of archiving and retaining paper documents that dated back to the mid 1960's. On August 28, 2013, the Board awarded Contract No. 000978 to The DRS Group of Florida, Inc. for a three (3) year term with two (2) one-year renewal options. Supplemental Agreement No.1 added scanning and preservation for long term bond documents and Supplemental Agreement No. 2 added a line item for Hourly Assistance with Inventory Preparation for the documents stored offsite.

This Supplemental Agreement will allow for continuation of the following services:

1. Preparing and microfilming documents including large format drawings and construction plans.
2. Converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm.
3. Scanning documents to CD's or DVD's.

4. Delivering finished microfilm, CD's, or DVD's.
5. Providing film verification assistance on a schedule approved by CFX.
6. Assisting in the design of the indexing configuration.

Original Contract	211,425.00
Supplemental No. 1 (Accounting-Bonds)	45,000.00
Supplemental No. 2 (Adj. hourly)	.00
Supplemental No. 3	<u>105,000.00</u>
Total Revised Contract Amount (Not-To-Exceed)	361,425.00

Reviewed by: Vicki McElroy
Vicki McElroy, FCRM
Manager of Public Records



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 3 entered into this 12th day of May, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”), and THE DRS GROUP OF FLORIDA, INC., (the “Consultant”), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the “Contract”).

1. “CFX” has determined it necessary to increase the Contract amount by \$105,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,
2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit “A” including the “additional hours” at the hourly rate as established in Exhibit “A”; and,
3. “CFX” and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant’s complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

Original Contract	211,425.00
Supplemental No. 1 (Accounting-Bonds)	45,000.00
Supplemental No. 2 (Adj. hourly)	.00
Supplemental No. 3	<u>105,000.00</u>
Total Revised Contract Amount (Not-To-Exceed)	361,425.00

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: \$105,000.00

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

“CFX”:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

“Consultant”:

THE DRS GROUP OF FLORIDA, INC.

By: _____
Authorized Signature

Print Name: _____

Title: _____

Attest: _____

Notary

Date: _____

"EXHIBIT A"
SUPPLEMENTAL AGREEMENT 3
ORIGINAL BID-QUANTITY ADJUSTMENTS-S/A 2 ADDED ITEM 14 TO
CONTRACT NO. 000978
RECORDS CONVERSION SERVICES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	500	Per Box	Document Preparation (Estimated 2,500 documents per box average)	\$32.000	\$16,000.00
2	300	Per Set	Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36"	\$0.750	\$225.00
3	700,000	Per image	Scanning Paper Documents 8 1/2" x 11" , 8 1/2" x 14" to CD or DVD	\$0.059	\$41,300.00
4	200,000	Per image	Scanning Paper Documents 11" X 17" to CD or DVD	\$0.059	\$11,800.00
5	96,500	Per image	Scanning Paper Documents 24" X 36" to CD or DVD	\$0.680	\$65,620.00
6	700,000	Per image	Microfilming 16mm Documents 8 1/2" x 11" , 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	\$0.026	\$18,200.00
7	200,000	Per image	Microfilming 16mm Documents 11" X 17" from digital, CD, DVD,FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	\$0.026	\$5,200.00
8	100,000	Per image	Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	\$0.220	\$22,000.00
9	5	Per Hour	Indexing Assistance	.0 Incl	
10	99,324	Per file	Indexing scanned documents	\$0.100	\$9,932.40
11	99,324	Per file	Indexing microfilm documents	\$0.100	\$9,932.40
12	4,000	Per Container	Indexing storage medium for CD/DVD or Microfilm	.0 Incl	
13	10	Per Roll	Duplication of Original Silver Film to Diazo	\$20.000	\$200.00
14	560	Hour	Hourly Assistance with Inventory Preparation (S/A 2)	\$19.670	\$11,015.20
ORIGINAL PRICE WITH QUANTITY ADJUSTMENTS					\$211,425.00

Note: Quantities were for bidding purposes only. Original Bid and Supplemental 2 -Line 14 added
 Supplemental 3 has no changes from Per Unit price from Original Bid and SA 2

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
THE DRS GROUP OF FLORIDA, INC.**

RECORDS CONVERSION SERVICES

CONTRACT NO. 000978

CONTRACT DATE: AUGUST 28, 2013

CONTRACT AMOUNT: \$211,425.00



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM,
PROPOSAL AND FORMS**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM,
PROPOSAL AND FORMS**

**FOR
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978**

September 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 (the "Contract" as defined herein below), is made this 28th day of August, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and THE DRS GROUP OF FLORIDA, INC., 11281 Interchange Circle South, Miramar, Florida 33025, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide records conversion services and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000978; and,

WHEREAS, on or about June 29, 2013, the AUTHORITY issued an Invitation to Bid seeking bids from qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Invitation to Bid and was ultimately selected as the low responsive and responsible bidder;

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 providing records conversion services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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,
- 1.2 The Scope of Services,
- 1.3 The Addendum,
- 1.4 The Method of Compensation,
- 1.5 The Proposal submitted by CONTRACTOR,

(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 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 150 days prior to the expiration of the initial three-year Contract Term and any subsequent renewals.

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 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, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to 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 Contract term is \$211,425.00

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. **MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. **CONTRACTOR INSURANCE**

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. 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.

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

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The 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:

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

8.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property,

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

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property,

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

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

8.7 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.

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 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 in compliance 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

If, during the term of the Contract, 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.

15. 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.

16. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

19. RELATIONSHIPS

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

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

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

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 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.

21. 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.

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

22.4 Obligations upon expiration or termination of the Contract; and

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

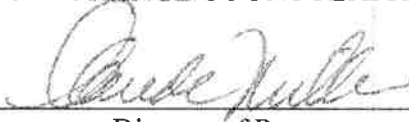
23.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

23.2 CONTRACTOR 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.

THIS SPACE INTENTIONALLY BLANK

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 August 28, 2013.

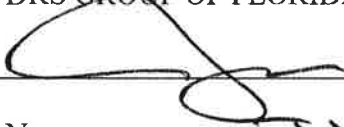
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement


Print Name: Claude Miller

Date: 9/26/13

THE DRS GROUP OF FLORIDA, INC.

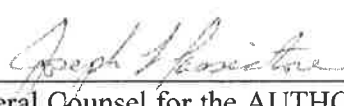
By: 
Print Name: John Civalo

SVP
Title

ATTEST:  (Seal)

DATE: 9/9/2013

Approved as to form and execution, only.


General Counsel for the AUTHORITY

**SCOPE OF SERVICES
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978**

1.0 PROJECT OVERVIEW

The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform record conversion services for the Orlando-Orange County Expressway Authority (Authority) as described herein.

Services shall include, but are not limited to: (i) preparing and microfilming documents including large format drawings and construction plans; (ii) converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm; (iii) scanning documents to CD's or DVD's; (iv) delivering finished microfilm, CD's, or DVD's; (v) providing film verification assistance on a schedule approved by the Authority; (vi) assisting in the design of the indexing configuration. With the exception of microfilming, services shall be performed on-site at the Authority's Headquarters Building.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor's standard work hours at the Authority's site shall be between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding the Authority's observed holidays. The Authority may require the Contractor to perform work during non-standard hours outside the standard work hours. Non-standard hours will be authorized in writing by the Authority. The Contractor shall advise the Authority 48 hours in advance of its projected work schedule for each week. The Contractor shall perform no work during the Authority's observed holidays without the prior written permission of the Authority.

The Authority's observed holidays are listed as follows:

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

2.2 In the event an emergency condition is declared by the Authority's Executive Director or Deputy Executive Director or their respective designees, the Contractor shall perform work during such hours as specified by the Authority.

2.3 The Contractor shall provide the necessary experienced personnel to support the services required by the Contract. The Contractor shall remove any employee whose work performance, in the Authority's opinion, is not satisfactory, and replace such personnel with employee(s) satisfactory to the Authority. In no event shall the Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

- 2.4 All Contractor employees shall wear business casual attire while working at the Authority site.
- 2.5 The Contractor shall comply with all Authority security policies, plans and procedures.
- 2.6 The Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's employees.
- 2.7 The Contractor shall, at no additional cost to the Authority, correct any improper work resulting from faulty workmanship.
- 2.8 The Contractor shall be responsible for restoring, at no cost to the Authority, any and all records that are damaged while under the care of the Contractor, regardless of whether the damage results from improper or negligent practices, vandalism, act of God, etc.
- 2.9 Payments to the Contractor shall in no way constitute a waiver of any warranty requirements.

3.0 PRODUCT AND MATERIALS

- 3.1 The Authority will provide original documents for filming and scanning as follows:
 - 3.1.1 Documents: written documents, ranging in sizes from 8.5" x 11" to 11" x 17", in 1.2 cubic foot storage boxes. Contractor shall prepare the documents for scanning and/or filming.
 - 3.1.2 Drawings/Plans: architectural and engineering drawings/plans, in sizes from 8.5" x 11" to 24" x 36", in 1.2 cubic foot storage boxes; or in 33" x 43" X 1" flat boxes. Contractor shall prepare the documents for scanning and/or filming. Plans are bound with two (2) or three (3) post ranging from ½ inch to 4 inches; spiral comb binding, or stapled. Bound plans are considered a set and may range from 50 to 1000+ pages.
 - 3.1.3 Digital Files: CD's, DVD's or electronic documents transferred from the Authority's FTP site to the Contractor for the purpose of microfilming. The Authority will provide the FTP link to the Contractor when electronic documents are placed on the Authority's FTP for transfer to the Contractor.
- 3.2 The Contractor shall provide the following materials and equipment:
 - 3.2.1 Blank Film: Shall come in 5mm, one hundred (100) foot rolls, manufactured from safety base film (silver type on polyester base), for originals to produce density and resolution as defined in Rule 1B-26.0021, Florida Administrative Code. In addition, film shall meet or exceed

American National Standards Institute (ANSI) standards. Roll cores shall be made of non-ferrous materials with a corrosion resistant finish or other non-corroding plastic, which in any event will not react with the film. Roll cores that give off reactive fumes or exudations during storage shall not be used. (Ref: Kodak, Fuji, Agfa, or other approved equivalent product. Equivalency shall be determined by the Authority).

- 3.2.2 Film Storage Containers: Shall be plastic and designed to accommodate a front and top label indicating whether the roll is an original or duplicate, the roll number, date, and appropriate information as supplied by the Authority. Acid Free Boxes can be used to hold duplicate copies of the microfilm.
- 3.2.3 CD's and DVD's for converting original documents, or transferring electronic documents for the purpose of microfilming. The Contractor shall use RW type CD's with a minimum capacity of 700MB/80 minutes and/or RW type DVD's with a minimum capacity of 4.7GB when performing document scanning activities. These CD's/DVD's shall be compatible with CD/DVD/RW disk drives utilized in Hewlett Packard computers and may be manufactured by Maxell, Sony, Memorex, TDK, Verbatim, or equivalent alternate product.
- 3.2.4 The cost of materials necessary to perform the services specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

4.0 PERFORMANCE REQUIREMENTS

- 4.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.
- 4.2 Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the Authority's representative.
- 4.3 Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. At no time shall work beyond the scope be performed without prior written authorization from the Authority's representative.
- 4.4 The Contractor shall utilize maximum safety precautions. Tools and equipment shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor shall inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment shall be left unsecured on the project site at any time. The Authority assumes no responsibility for the Contractor's materials or equipment.

- 4.5 The Contractor shall allow the Authority's representative access to any and all Authority owned documents, drawings, plans, and Contractor generated products during the performance of service.
- 4.6 The Contractor shall keep a written index of all documents, drawings, plans, received from the Authority until such documents, drawings/plans, are returned to the Authority.
- 4.7 The Contractor shall advise the Authority as soon as practical of any defect or condition which may adversely affect the completion of work requested under the scope of services.
- 4.8 The Contractor shall take measures necessary to prepare paper documents for microfilming, which includes, but is not limited to, removal of all staples, paper clips, screws, removing documents from binders, page orientation, removal of post-it notes, etc. The Contractor shall reassemble documents and return them to their original state.
- 4.9 The Contractor shall not in any way damage original documents, drawings or plans.

5.0 MICROFILMING AND SCANNING REQUIREMENTS

- 5.1 The Contractor shall adhere to the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1B-26.0021, Florida Administrative Code Records Management – Standards and Requirements–Microfilm Standards, which meets or exceeds the American National Standards Institute (ANSI) standards.
- 5.2 Documents shall be scanned with a resolution of 300 dpi by the Contractor in a secured room on the Authority's property. Documents shall be scanned into a PDF or TIFF format. Format will be determined by the Authority based upon document type. Scanned documents shall be placed on a CD or DVD as described in section 3.2.3. The microfilming shall take place at the Contractor's facility utilizing electronic files.
- 5.3 The Contractor, with the assistance of the Authority's representative, shall develop indexes for scanning and microfilm. The Authority has identified seven (7) index types: minutes; consent agenda; resolutions; right-of-way; invoices; bonds; and project files. These index types are all permanent with the exception of invoices. More index types may be identified and Contractor assistance requested throughout the term of the Contract.
- 5.4 The Contractor shall provide indexes on the disk and microfilm outlining the contents of each. Disk and microfilm shall be created in a fashion whereby documents contained therein may be located as quickly as possible.

- 5.5 The Contractor shall transfer scanned documents from CD's, DVD's or FTP site to microfilm 16mm or 35mm film based upon document size. The Contractor shall return the RW type CD/DVD when delivering the microfilm. The Contractor shall notify the Authority's representative upon completion of downloading documents from the FTP site.
- 5.6 If less than one quarter (1/4) of a roll is left upon completion of filming of a project, Contractor shall begin a new roll for the next project. If more than one quarter (1/4) of a roll is left upon completion of filming a project, Contractor shall insert 25 spaces and begin filming the next project. After processing, the roll shall be cut to separate the next project onto a different roll.
- 5.7 The Contractor shall process and test all original microfilm. Contractor shall conduct and document Methylene Blue Test on each batch of processed original film, or on one (1) out of every ten (10) rolls of original film, for concentration of residual thiosulfate. The methylene blue test must not exceed 14 micrograms per square centimeter.
- 5.8 The Contractor shall provide (1) silver polyester base 5mm thick original and one (1) Diazo duplicate of each 5mm thick 100 foot roll from permanent documents.
- 5.9 If requested by the Authority's representative, the Contractor shall provide a Diazo duplicate of 5mm thick 100 foot roll from a silver polyester base 5mm thick 100 foot roll original.
- 5.10 When submitted to the Authority, all completed film shall be fully compatible with the microfilm reader and conversion equipment the Authority will be purchasing. Anticipated purchase will be a ScanPro 2000 or equivalent.
- 5.11 The Contractor shall provide on each loaded disk a label identifying the information that is on the disk and include the "Burn" date. The loaded disk shall be inserted in a jewel case containing an insert that also identifies the information on the disk and the "Burn" date. The Authority's representative will provide instruction as to labeling index requirements. If more than one disk is needed for a project, the disks shall be numbered "Disk 1 of X", "Disk 2 of X", etc.
- 5.12 The Contractor shall provide on each microfilm reel a label identifying the information that is on the microfilm reel and include the "Film" date. The loaded microfilm reel shall be inserted in a microfilm container as described in 3.2.2 above. The Authority's representative will provide instruction as to labeling index requirements. If more than one microfilm is needed for a project, the microfilms shall be numbered "Microfilm 1 of X", "Microfilm 2 of X", etc.

6.0 DELIVERY/PICKUP LOCATIONS

- 6.1 Delivery and pickup shall be to and from Orlando-Orange County Expressway Authority located at 4974 ORL Tower Road, Orlando, Florida 32807

- 6.2 The Authority reserves the right to add or remove any locations at any time during the term of the Contract. Any such changes will be documented in writing by the Authority.
- 6.3 The Contractor shall coordinate delivery of completed film with the Authority's representative.
- 6.4 Upon delivery, the Contractor shall supply the Authority with documentation supporting the delivery. Documentation provided shall include the following information:
- Contractor internal tracking number,
 - Time and date of request for delivery,
 - Name of Authority representative requesting delivery,
 - Authority assigned box or carton number(s), and
 - Authority description(s) from the exterior of the box and the initial index and filing paperwork.

7.0 INSPECTION AND APPROVAL

- 7.1 The Authority's representative will inspect the first roll of microfilm prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.
- 7.2 The Authority's representative will inspect the first CD or DVD prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.
- 7.3 At the completion of any assigned project, the Authority's representative will conduct an inspection of all film, CD's, DVD's, and other Contractor generated materials provided.
- 7.4 Any deficiencies noted during an inspection shall be corrected by the Contractor at its expense within seven (7) business days from the date of inspection.

8.0 REPORTS

- 8.1 Upon project completion, the Contractor shall provide the Authority an updated inventory bar code list of completed deliverables.
- 8.2 Upon project completion, the Contractor shall provide a master electronic inventory of all documents in a format acceptable to the Authority.
- 8.3 The Contractor shall submit all reports prior to submitting the final invoice.

8.4 The cost of the required reports specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

END OF SCOPE OF SERVICES



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: July 17, 2013
SUBJECT: Contract No. 000978,
Records Conversion Services – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 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 3 pages.

RESPONSES TO QUESTIONS

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

Q001: Is this an all or none bid? Are we required to provide ALL services, or can we just bid on partial services?

R: All line items are to be bid on. Partial bids will be deemed non-responsive.

Q002: What is proposed for tracking paper files in and out of conversion?

R: Refer to RFP, Scope of Services, Section 4.6

Q003: Is there a procedure in place to cover the instance of a paper file being needed during conversion?

R: Refer to RFP, Scope of Services, Section 4.5

Q004: Will it be necessary to identify files that have been converted by physical means, i.e. annotating the paper file after conversion with an identifying mark?

R: No

Q005: How will a "project be defined?"

R: The Authority will define the project(s).

Q006: If the vendor is prepared to place a microfilm camera onsite would that be acceptable? In some circumstances, with some records, filming the paper directly results in superior resolution and density of image. The subsequent scanning of the microfilm provides an improved electronic image over that which can be achieved by scanning the paper directly.

R: Yes however, Scope of Services, Section 5.2 still applies.

Q007: Can you tell me who is the current provider of these services? Can you supply a bid tab/award notice from the prior bid?

R: The awardee of this solicitation will be the first provider.

Q008: Is subcontracting allowed? If so, due to the contract amount does the vendors have to disclose the subcontractor(s) when submitting their responses to allow the Authority to use that information in determining the responsive bidders?

R: Yes subcontracting is allowed and they must be disclosed. All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

Q009: How will the Authority handle the security of Human Resource records if subcontracting is allow? Ie offshore or near shore indexing or other services being subcontracted.

R: All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

Q010: What is the disposition of the documents once they are scanned?

R: Documents will be returned to the Authority's representative in accordance with Scope of Services, Section 4.8.

Q011: Recommend the Authority to get separate price for each service so you can determine if the cost of re-prepping is justifiable for every project?

R: Bid items remain unchanged.

Q012: During the walk through we saw many color images (engineering plans) and the assumption was that they are to be scanned in color due to graphs and color coding schematics . In our industry color

scanning is slower process and should be considered a separate line item.

R: Black and white imaging will be the standard for scanning color documents unless color is warranted to insure the scanned document is clear, concise and accurate. That determination will be made by the Authority. Bid items remain unchanged.

Q013: Is the estimated volume for all three years of service?

R: Yes.

Q014: Would we be able to perform any imaging related services off-site and off shore such as indexing?

R: Yes services may be performed off-site but, subcontracting outside the continental United States (CONUS) is prohibited.

Q015: Would we be able to use our 3rd party partners for processing microfilm?

R: See response to Q014 above.

Q016: Is OOCEA open to getting this project done quicker than 3 years?

R: OOCEA will progress as quickly as possible based upon annual budgetary and resources available. The estimated volume / term of service remain unchanged.

Q017: What does "providing film verification assistance on a schedule approved by the Authority" on page SS-1 mean?

R: Contractor will assist in the initial review of microfilm being submitted to the Authority for each project that has new indexing. This assistance will include an explanation and demonstration on how the indexing on the microfilm is utilized to quickly identifying and locating the desired document(s).

END OF ADDENDUM NO. 1

METHOD OF COMPENSATION RECORD CONVERSION SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid at the rates shown in the Price Proposal for all work completed and accepted by the Authority.

3.0 METHOD OF COMPENSATION

3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Manager of Procurement. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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.

3.3 Contractor 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 Contractor in the Scope of Services.

3.4 The Contractor shall promptly pay all suppliers their proportionate share of payments received from the Authority.

3.5 Payment for invoices received by the Manager of Procurement by the 1st of the month will be placed in the U.S. Mail on the last working day of the following month. Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and paid to Contractor 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 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. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Procurement, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

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

5.0 PROJECT CLOSEOUT

Final Audit: 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.

END OF SECTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

PROPOSAL OF

The DRS Group of Florida
(Name)

11281 Interchange Circle S. 954-553-4009
(Address) (Telephone No.)
Miramar, FL 33025

Submitted 7/29/2013

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 7/17/13 Bidder and/or Representative Initial _____
Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____
Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

John Civate SUP

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to execute the Contract within 10 calendar days after the date on which the notice of award has been given.

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.

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The DES Group of Florida 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:

The DES Group of FL

Principal (Bidder)

By: John Curre
President or Vice President

Attest: [Signature]
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Broward

Before me, the undersigned authority, personally appeared John Cirone, who being
duly sworn, deposes and says he is SVP (Title)
of DES Group of Miami, FL
(Firm) (City and State)

the bidder submitting the attached Proposal for the work covered by Authority Contract No. 000978 in Orange County, Florida.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named project. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public contract lettings in any other state.

Corporation Must
affix Seal

The DES Group of Florida
(Bidder)
By: John Cirone
Title: SVP

STATE OF FLA

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 7/25/13,
(Date)

by John Civale SVP
(Name of Officer or agent, title of officer or agent)

of The DRS Group of Florida Inc.
(Name of Corporation acknowledging)

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

personally known to me or has produced FIDC 6140-4616 623770
(Type of identification)

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

EE 871947 Notary Public, Commission No.

Samuel Ventura (Name of Notary typed, printed or stamped)

Title or Type of Document _____ (Optional)

Number of Pages _____ Date of Document _____ (Optional)

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



NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. The Authority will also disqualify such bidders on any work of the Authority until such participant shall have been reinstated as a qualified bidder.

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

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.oocfa.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

The DPS Group of Florida
Company Name

By: John CIVALE

Title: SVP

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

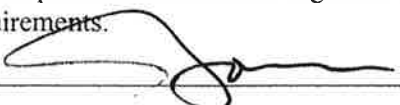
**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statute 287.087 hereby certifies that

The DES Group of Florida 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.


Bidder's Signature
7/23/13
Date

**RECORDS CONVERSION SERVICES
CONTRACT NO. 000978
EQUIPMENT LIST**

Provide a list of equipment necessary to perform records conversion services on-site at the Authority's Headquarters Building at 4974 ORL Tower Road, Orlando, Florida 32807.

MODEL NAME	MODEL NUMBER	MANUFACTURER	QUANTITY
1. Canon 9080C Scanner	9080C	Canon 110volts	2-4
2. Contex large format	SD-4450	Contex 110volts	1-2
3. Tables	30" x 48" 30 x 60" 30 x 72"	—	2 2 2
4. Dell Computers	—	Dell	3-6
5. Chairs	—	—	3-6
6.			

The information provided herein is for information purposes only to ensure adequate space and power source(s) are available.

DPS will not subcontract any part
of this RFP.

REFERENCES

The Bidder shall submit references with the name of the business, contact person, address, telephone number, fax number, email address, and date of service. The Bidder shall have a minimum of five (5) years of experience in providing records conversion services. If more than four (4) references are necessary to document the minimum of five (5) years of experience this sheet may be duplicated.

Business Name: <u>City of Pembroke Pines</u>	Business Name: <u>Martin County</u>
Point of Contact: <u>Dan Stewart</u>	Point of Contact: <u>John Gallagher</u>
Address: <u>10100 Pines Blvd</u> <u>Pembroke Pines, FL 33026</u>	Address: <u>2401 SE Monterey Rd</u> <u>Stuart, FL 34996</u>
Phone: <u>954 435-6570</u>	Phone: <u>772 288-5480</u>
Fax: _____	Fax: _____
Email: <u>d.stewart@ppines.com</u>	Email: <u>jgallagher@martin.fl.us</u>
Date of Service: <u>7/2005 - Current</u>	Date of Service: <u>6/2005 - 6/2011</u>
Business Name: <u>GOAA</u>	Business Name: <u>City of Tamarac</u>
Point of Contact: <u>Alice Young</u>	Point of Contact: <u>Lillian Pabon</u>
Address: <u>Greater Orlando</u> <u>Airport</u>	Address: <u>7525 NW 88th Ave</u> <u>Tamarac, FL 33321</u>
Phone: <u>407 825-2060</u>	Phone: <u>954-597-3503</u>
Fax: _____	Fax: _____
Email: <u>AYoung@Goaa.org</u>	Email: <u>lillianp@tamarac.org</u>
Date of Service: <u>8/1/2008 - 7/2/2013</u>	Date of Service: <u>7/2004 - Current</u>

* BID FORM *
 CONTRACT NO. 000978
 RECORDS CONVERSION SERVICES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	500	Per Box	Document Preparation (Estimated 2,500 documents per box average)	32.00	16,000.00	
2	300	Per Set	Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36"	0.75	225.00	
3	800,000	Per image	Scanning Paper Documents 8 1/2" x 11" , 8 1/2" x 14" to CD or DVD	0.059	47,200.00	
4	200,000	Per image	Scanning Paper Documents 11" X 17" to CD or DVD	0.059	11,800.00	
5	100,000	Per image	Scanning Paper Documents 24" X 36" to CD or DVD	0.68	68,000.00	
6	800,000	Per image	Microfilming 16mm Documents 8 1/2" x 11" , 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.026	20,800.00	
7	200,000	Per image	Microfilming 16mm Documents 11" X 17" from digital, CD, DVD,FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.026	5,200.00	
8	100,000	Per image	Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.22	22,000.00	
9	5	Per Hour	Indexing Assistance	.0 Incl	Ø	Included
10	100,000	Per file	Indexing scanned documents	0.10	10,000.00	
11	100,000	Per file	Indexing microfilm documents	0.10	10,000.00	
12	4,000	Per Container	Indexing storage medium for CD/DVD or Microfilm	.0 Incl	Ø	Included
13	10	Per Roll	Duplication of Original Silver Film to Diazo	20.00	200.00	
TOTAL BID					211,425.00	

Note: Quantities are for bidding purposes only. Actual quantities may vary.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1**

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 14th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to increase the Contract amount by \$45,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,
2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit "A" excluding a new line item "additional hours" at the hourly rate as established in Exhibit "A"; and,
3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: \$45,000.00

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

“Authority”:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 10/13/14

“Consultant”:

THE DRS GROUP OF FLORIDA, INC.

By: 
Authorized Signature

Print Name: John Cruz

Title: SVP

Attest: 
Notary

Date: 10/09/2014





Exhibit "A"

Products and Services Price Quote

The DRS Group of Florida
11281 Interchange Circle South
Miramar, FL 33025
954 538-1112

Date: 9/26/14
Quotation #: <Quote Number>
Customer ID:
Quotation valid until:
Prepared by: John Civale

Bill To: Central Florida Expressway Authority
 4974 ORL Tower Rd
 Orlando, FL 32807
Robert Johnson (407) 690-5000
JohnsonR@oocea.com

Ship To:

		<i>Invoices</i>		
Qty	Part No.	Description	Unit Cost	Total Cost
260,000	Scan	Scan 130 boxes of invoices average box has 2000 Images	.059	15,340.00
130	Prep	Prepare 130 boxes of Invoices	32.00	4,160.00
130	Additional hours	Additional time to index outside the original SOW	19.67	2,557.10
300,000	microfilm	Convert Images to Microfilm Not to exceed \$30,000	.022	6,600.00
			TOTAL	28,657.10
		<i>Journal entries and statements</i>		
Qty	Part No.	Description	Unit Cost	Total Cost
75,000	Scan	Scan TBD boxes of invoices average box has 2000 Images	.059	4,425.00
100	Prep	Prepare TBD boxes of invoices	32.00	3,200.00
100	Additional hours	Additional time to index outside the original SOW	19.67	1,967.00
100,000	microfilm	Convert Images to Microfilm Not to exceed \$15,000	.022	2,200.00

- All quantities are estimates, actual quantities may be more or less.
- Total NOT TO EXCEED \$45,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 2 entered into this 11th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion. There will be no increase in the Contract amount or the Contract term.
2. The Consultant hereby agrees to the adjustment in the Contract quantities and the addition of an hourly rate line item for inventory processing as shown on the attached "Exhibit "A" with no increase in the Contract amount or Contract time.
3. The Authority and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

This Supplemental Agreement is necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: \$0.00

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

“Authority”:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *[Signature]*
Director of Procurement

Date: 5/14/15

“Consultant”:

THE DRS GROUP OF FLORIDA, INC.

By: *[Signature]*
Authorized Signature

Print Name: John Curre

Title: EUP

Attest: *Rosalie Gray*
Notary

Date: 5/13/2015

Did produce Florida Drivers License as Identification.
Rosalie D. Gray
State of Florida
My Commission Expires 10/09/2018
Commission No. FF 167368



RECEIVED
CONTRACTS DEPT
[Signature] 5/15/15
SIGNATURE / DATE


CONSENT AGENDA ITEM

#26

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

DATE: April 26, 2016

SUBJECT: Approval for Supplemental Agreement No. 4
TransCore, L.P.
Toll System Upgrade
Contract No. 001021

Board approval is requested to enter into Supplemental Agreement No. 4 with TransCore, L.P., in the amount of \$1,102,791.68, for the referenced contract to provide toll equipment maintenance services for the Osceola County Expressway Authority's (OCX) Poinciana Parkway. In order to save time and money OCX has requested toll operations maintenance support for the tolling equipment, through an existing CFX contract. OCX has agreed to reimburse CFX for these maintenance fees.

Original Contract Amount	\$85,000,000.00
Supplemental No. 1	\$ (693,692.16)
Supplemental No. 2	\$ (75,000.00)
Supplemental No. 3	\$ 0.00
Supplemental No. 4	<u>\$ 1,102,791.68*</u>
Total revised Contract Amount	\$85,334,099.52

*These cost will be pass through to OCX.

Reviewed by: 

Joann Chizlett
Director of Special Projects



February 23, 2016

Ms. Laura Kelley
Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

Reference: Poinciana Parkway
Osceola County Expressway Authority
Request for Operations and Maintenance Contract

Atlee Mercer
Chairman

Bob Healy
Secretary

William Folsom
Vice-Chairman

Thomas White
Board Member

Arturo Otero
Board Member

Noranne Downs
FDOT District 5

Jeffrey Jones
Acting Executive
Director

Dear Ms. Kelley:

The Osceola County Expressway Authority (OCX) sincerely appreciates working with the Central Florida Expressway Authority (CFX) in moving the Poinciana Parkway project forward. There is an excellent working relationship with our consultants and the CFX staff on the toll collection system and marketing of E-Pass.

To further assist OCX as we approach the opening of the initial segment of Poinciana Parkway, we are requesting that CFX continue partnering with OCX to provide the maintenance of the toll equipment by TransCore and the maintenance of the toll plaza buildings by your facilities maintenance contractor. We understand that CFX has an existing toll equipment maintenance contract with TransCore and OCX is requesting to be added to that contract for the Poinciana Parkway equipment maintenance. On the facilities contract, we understand it is in the procurement process and we are requesting the procurement include the two additional toll plaza sites on Poinciana Parkway. OCX would reimburse CFX for the costs associated with these two maintenance contracts. We believe that by working with CFX on these maintenance contracts, there will be significant savings.

We look forward to continuing to work with you to make Poinciana Parkway a success.

Sincerely,
Osceola County Expressway Authority

Atlee Mercer
Chairman

OCX

1 Courthouse Square
Suite 1100
Kissimmee, FL 34741
PH: (407) 742-0293
Fax: (407) 742-0206
www.osceolaxway.org

xc: Jeff Jones, Frank Raymond, Jan Everett, Wayne Rich, Jo Thacker



2415 Lake Orange Drive, Suite 100
Orlando, FL 32837
407.362.1201 tel

March 28, 2016

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Corey Quinn - Chief of Technology & Operations

Re: Supplemental Agreement to Toll System Upgrade Contract #001021 - Poinciana Parkway Toll System Maintenance

Dear Mr. Quinn:

TransCore is pleased to submit the following supplemental agreement to provide maintenance services on the Poinciana Parkway to the Osceola County Expressway Authority (OCX). Our proposal includes maintenance of four single-lane toll zones, a Plaza Subsystem, the Local-Area Network, and 24/7 system monitoring via TransCore's regional Maintenance Monitoring Center (MMC).

Scope: The work proposed is the full maintenance of the Toll System installed at the Marigold and KOA tolling facilities. This includes preventive, corrective and emergency maintenance of the System as more fully described in Section 14 of Exhibit 1.7 of the CFX Toll System Upgrade Project, contract 001021.

Assumptions: The following assumptions, when applicable, were used in determining this price and schedule proposal:

- General contract terms and conditions are to be consistent with the current Toll System Upgrade Project with the Central Florida Expressway Authority
- Maintenance starts at when System Acceptance is achieved or each tolling zone is opened to traffic, whichever occurs first
- Performance requirements of the OCX toll system are the same as for the toll system the Toll System Upgrade Project contract with the CFX
- A payment and/or performance bond is not required
- Spare parts are not included, and will be invoiced separately

Pricing: See Attachment A - OCX Monthly Maintenance Price which is in accordance with the TSUP contract.

Schedule duration: This proposal contemplates these maintenance services being provided concurrently with the CFX maintenance contract.

We thank you in advance for your consideration of our proposal and look forward to discussing our capabilities in further detail soon.

Sincerely,

Jim Wilson
Senior Vice President, TransCore

cc: Jan Everett, AECOM
Anna Gennaro, TransCore
Dave Wynne, CFX
Joann Chizlett, CFX

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 4**

This Supplemental Agreement No. 4 (“Supplemental Agreement”) is entered into this 12th day of May, 2016, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include full maintenance of the toll system installed at the Marigold and KOA tolling facilities on the Poinciana Parkway when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees as outlined in Exhibit “A” in a not to exceed amount of \$1,102,791.68.

All other 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 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

TRANSCORE, L.P.

By: _____

Print Name: _____

Title: _____

Attest: _____

Title: _____

Approved as to form and execution, only.

General Counsel for CFX

OCX MAINTENANCE PRICE - ATTACHMENT A

Pay Item #	Description	Marigold			Marigold and KOA						
		Interim			Alignment with TSUP Interim Maintenance						
		Qty	Interim		Qty	Year #1		Year #2		Each	Extended
			Each	Extended		Each	Extended	Each	Extended		
	Maintenance Monitoring Center (MMC)	1	\$ 5,118.94	\$ 5,118.94	1	\$ 5,118.94	\$ 5,118.94	\$ 5,298.10	\$ 5,298.10		
639	1-lane ORT zone	2	\$ 1,168.14	\$ 2,336.28	4	\$ 1,168.14	\$ 4,672.56	\$ 1,203.19	\$ 4,812.76		
621	Plaza Subsystem Maintenance - Mainline Plaza	1	\$ 1,080.64	\$ 1,080.64	1	\$ 1,080.64	\$ 1,080.64	\$ 1,113.06	\$ 1,113.06		
623	LAN & Network Control Maintenance - Plaza	2	\$ 190.99	\$ 381.98	4	\$ 190.99	\$ 763.96	\$ 196.72	\$ 786.88		
			Monthly	\$ 8,917.84		Monthly	\$ 11,636.10		\$ 12,010.80		

Pay Item #	Description	TSUP Maintenance									
		Year #1		Year #2		Year #3		Year #4		Year #5	
		Each	Extended	Each	Extended	Each	Extended	Each	Extended	Each	Extended
	Maintenance Monitoring Center (MMC)	\$ 5,483.53	\$ 5,483.53	\$ 5,675.46	\$ 5,675.46	\$ 5,874.10	\$ 5,874.10	\$ 6,050.32	\$ 6,050.32	\$ 6,231.83	\$ 6,231.83
639	1-lane ORT zone	\$ 1,239.28	\$ 4,957.12	\$ 1,276.46	\$ 5,105.83	\$ 1,314.75	\$ 5,259.01	\$ 1,354.19	\$ 5,416.78	\$ 1,394.82	\$ 5,579.28
621	Plaza Subsystem Maintenance - Mainline Plaza	\$ 1,146.46	\$ 1,146.46	\$ 1,180.85	\$ 1,180.85	\$ 1,216.28	\$ 1,216.28	\$ 1,252.77	\$ 1,252.77	\$ 1,290.35	\$ 1,290.35
623	LAN & Network Control Maintenance - Plaza	\$ 202.62	\$ 810.49	\$ 208.70	\$ 834.80	\$ 214.96	\$ 859.84	\$ 221.41	\$ 885.64	\$ 228.05	\$ 912.21
		\$ 12,397.59		\$ 12,796.94		\$ 13,209.23		\$ 13,606.51		\$ 14,013.67	

Summary Period	Duration (months)	Total cost
Interim period:	3	\$ 26,753.52
Alignment with TSUP Interim Maintenance:	24	\$ 283,762.78
Maintenance:	60	\$ 792,275.39
Grand Total:		\$ 1,102,791.68

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 14th day of May, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the CFX and TransCore, LP, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the CFX 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 CFX 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 CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to design, furnish, install and maintain toll collection system replacement equipment and related tasks as may from time to time be assigned to the CONTRACTOR by the CFX; and,

WHEREAS, on or about September 29, 2014, the CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the sole qualified firm 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 CFX, 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 designing, furnishing, installing and maintaining toll collection system replacement equipment as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The CFX 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 CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

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

- 1.1 The Contract
- 1.2 Negotiated Areas v12 dated 4/21/2015
- 1.3 TransCore modifications and clarifications
- 1.4 Revised CDRL Appendix K dated 2/24/2015
- 1.5 Agreed changes to Milestone Payments
- 1.6 The Addenda (RFP001021 Addendum 1, 2, & 3) modifying the Contract Documents,
- 1.7 The Statement of Work,
- 1.8 The System Requirements,
- 1.9 The Method of Compensation,
- 1.10 TransCore Project Management Matrix
- 1.11 TransCore Maintenance Personnel Matrix
- 1.12 TransCore Revised Project Schedule
- 1.13 The Technical Proposal submitted by CONTRACTOR
- 1.14 The Price Proposal submitted by CONTRACTOR,
- 1.15 TransCore “Allegro Toll Transponder Replacement Proposal”
- 1.16 Bonds, and
- 1.17 Insurance policies

(collectively, the “Contract”).

2. TERM AND NOTICE

The term of the Contract will be from the date established in the Notice to Proceed from the CFX as shown in the table below:

Table III.00.02 – Project Milestones			
Project Phase	Mile- stone No.	Milestone	Time Frame
Phase I System Design Development	1	Completion of Mobilization	8/27/2015
	2	Satisfactory Completion of Preliminary Design Review (PDR)	9/7/2015
	3	Satisfactory Completion of Detail Design Review (DDR)	10/21/2015

Table III.00.02 – Project Milestones			
Project Phase	Mile-stone No.	Milestone	Time Frame
Phase II System Integration & Testing	4	Satisfactory Completion of Factory Acceptance Test (FAT)	2/22/2016
Phase III System Implementation, Installation, Commissioning & Testing	5	Satisfactory Completion of Implementation of Toll Host Environment Subsystems & Message Converter Interface w/Legacy	3/7/2016
	6	Satisfactory Completion of Toll Host Environment Interoperability & External Interface Testing	6/7/2016
	7	Satisfactory Completion of System Initial End-to-End Testing (SIETET)	11/28/2016
	8	Satisfactory Completion of Plaza Acceptance Testing (PAT) at Last Plaza Group	12/3/2019
Phase IV Final System Acceptance	9	Satisfactory Completion of Final System Acceptance Testing (SAT)	6/27/2019
Phase V Warranty Period	-----	-----	11/28/2016 THRU 12/19/2019 H/W: Host Environment: Date of Host Environment Commissioning for 3 years. Plaza Group: Date of 1 st Plaza Group Commissioning for 1 year. S/W: Date of 1 st Plaza Group Commissioning thru end of Contract Term.
Phase VI System Maintenance Period	10	End of Initial System Maintenance Period	6/27/2019 H/W: Date of Final System Acceptance. S/W: Date of Final System Acceptance.
	11	End of Operational System Maintenance Period	5 years after Date of Final System Acceptance.

EXTENDED SYSTEM MAINTENANCE

At CFX’s sole option, CONTRACTOR shall provide extended system maintenance for ten (10) additional one-year periods, or portions thereof, with a price that shall not increase more than the prior year’s average annual increase as reported in the Consumer Price Index (CPI) for All Urban Consumers (not seasonally adjusted, south urban, all items) published by the Bureau of Labor Statistics or no more than 3% per year, whichever is lower. If the CPI is negative, then the price shall not decrease, but remain the same as the prior year.

The CFX 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 CFX (with or without cause) constitute a default by the CFX. In the event of a termination for convenience or without cause, CFX 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 CFX 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 CFX, the CFX 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 CFX 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 CFX 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, CFX 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, CFX 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 CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX 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 CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX 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 CFX which exceed the remaining amount due on the Contract shall be

reimbursed to CFX 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.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

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

CFX 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 Contract term is \$85,000,000.00.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation, Contract Exhibit 1.9 as amended by Contract Exhibit 1.5.

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 CFX 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 CFX.

(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.

CFX 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. The CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the CFX 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 CFX, 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 CFX 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 CFX until reinstated by the CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit the CFX, at the CFX'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 CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to the CFX 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 CFX, (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

The CFX encourages participation of local minority and women business enterprises on contracts considered for an award. The CONTRACTOR has committed to a two point seven (2.7%) M/WBE participation objective for this project.

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

The CONTRACTOR shall submit a draft M/WBE Participation Plan to the CFX for review within 15 days after the Notice to Proceed for the project. The CONTRACTOR's M/WBE plan shall meet the CONTRACTOR's objective approved by the CFX.

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

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

- (1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:
 - (a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;
 - (b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;
 - (c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;
 - (d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
 - (f) "Women".
- (2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.
- (3) "Certified" means a finding by Orange County, Florida, or the City of Orlando, Florida that the business is a bona fide Minority or Women owned and operated business.
- (4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

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

- (1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;
- (2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;
- (3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;
- (4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.
- (5) Meeting with appropriate officials of the CFX, including its Business Development Program Office, to assist with the CONTRACTOR's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

5.3 The CFX will count M/WBE participation toward meeting M/WBE objectives as follows:

- (1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.
- (2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.
- (3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the CFX will evaluate all relevant factors such as the amount of work subcontracted and industry practices.
- (4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work

assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

- (5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:
- (a) All expenditures to an M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.
 - (b) CONTRACTOR may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to an M/WBE manufacturer.

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

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

- (c) CONTRACTOR may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:
 - 1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission

is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

- (1) the procedures adopted to comply with these special provisions;
- (2) the number of subordinated contracts on CFX projects awarded to M/WBEs;
- (3) the dollar value of the contracts awarded to M/WBEs;
- (4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;
- (5) a description of the general categories of contracts awarded to M/WBEs;
- (6) the specific efforts employed to identify and award contracts to M/WBEs;
- (7) maintenance of records of payments and monthly reports to the CFX;
- (8) Subcontract Agreement between CONTRACTOR and M/WBE subcontractors; and
- (9) any other records required by the CFX's Project Manager or Executive Director.

The records maintained by the CONTRACTOR in accordance with this article shall be provided to the CFX for review within 48 hours of the CFX's request. The CONTRACTOR shall submit a

properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

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 CFX 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 CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence of bodily injury or property damage and a minimum of Ten Million Dollars (\$10,000,000.00) 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 tort liability for bodily injury and property damages assumed by CONTRACTOR under this Contract.

6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of Five Million Dollars (\$5,000,000.00) 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 and Payment Bond equal to the amount of the Contract;

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. Commercial Crime insurance with limits no less than \$5,000,000 is acceptable in lieu of an Employees Fidelity Bond.

Such insurance policies shall be without co-insurance, and shall (a) include the CFX, and such other applicable parties the CFX 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 CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, 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 CFX 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 CFX.

Any insurance carried by the CFX 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 CFX with certificates of same, the CFX may obtain such policies 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, CFX'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, CFX, 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 CFX 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 CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Principal-In-Charge; Project Manager; Deputy Project Manager, System Design; Deputy Project Manager, System Installation; Manager, Quality Assurance/Quality Control; Manager, Application Development; Database Administrator; Toll Installation and Maintenance Liaison Leader(s); Manager, Training (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 Statement of Work, 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 CFX. When the CFX 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 CFX and the CFX 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 CFX, 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 CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX 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 CFX.

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX 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 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX'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 CFX Property and CFX 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 CFX 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 CFX 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 CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance 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 CFX.

11. INFORMATION 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 CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

CONTRACTOR shall protect and shall make no release of any information, data, customer information, system metrics, to anyone outside of the Contract, unless otherwise explicitly authorized by CFX. The CONTRACTOR shall secure all network interfaces and take prudent measures to protect CFX data and information within the CONTRACTOR'S organization from both internal and external potential threats of data theft and misuse.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX 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 “CFX Property”).

CFX’s ownership rights apply to all data gathered, processed, stored or otherwise used by the System. CFX shall have unrestricted, free access to all such System data at all times. CFX’s rights to all data shall be at no additional cost. The CONTRACTOR shall in a timely manner support all data requests made by CFX.

CFX’s ownership of the CFX 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 “CFX Intellectual Property”). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the CFX’s registered trademark name for the CFX’s electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX’s sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors’ access to and/or use of the CFX Property and CFX Intellectual Property is without any warranty or representation by CFX 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 CFX 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 CFX’s use of the CONTRACTOR Property or any license granted to CFX 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 CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX'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 CFX Property and CFX 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 CFX, CONTRACTOR, or a third party; or

12.6 CFX'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. CUSTOM SOFTWARE OWNERSHIP AND LICENSING

All custom software provided under this agreement, as the term "custom software" is defined in Volume VI, Appendix "A", including documentation, executable code and source code, will be owned by CFX or licensed to CFX as stated below.

13.1 Custom Software Ownership

The CONTRACTOR shall provide to CFX a license for all custom software and any related software including any product upgrades for the life of the system. The CONTRACTOR or its subcontractor(s) shall grant CFX a non-exclusive, no cost, royalty free, perpetual license for unlimited CFX use of the custom software and documentation including executable code and source code. Such license shall extend to any CFX owned or operated facility. All such software will remain the property of the CONTRACTOR or its subcontractor(s) and all title and rights will remain with the CONTRACTOR or its subcontractor(s) subject to CFX's license. Said license of the CONTRACTOR or its subcontractor(s) shall grant CFX or any third party under contract with CFX the right to modify or change any software (source and executable code) in performance of maintenance and enhancement functions. Any modification of the source code by CFX, its agents, or third party contractors shall nullify and invalidate CONTRACTOR's software warranty for that particular piece of software.

If CFX decides to release licensed custom software during the term of this Contract to any firm specializing in software integration for toll collection systems, it shall provide the CONTRACTOR with sufficient notification to allow the CONTRACTOR to facilitate the execution of a non-disclosure agreement between the owner and the receiving party. CFX shall not release the software and/or source code until the non-disclosure agreement is fully executed. The owner of the software shall act within a reasonable time and fashion to execute the non-disclosure agreement with the receiving party, but in no event shall the owner execution exceed 30 calendar days from owner receipt of non-disclosure agreement signed by the recipient; otherwise the owner waives its right to such non-disclosure agreement. The CONTRACTOR shall include such provision in all CONTRACTOR software subcontracts where CFX will be licensed custom software. The CONTRACTOR and CFX will utilize mutually agreed upon non-disclosure forms. Such non-disclosure agreement shall not be required beyond the term of this Contract.

14. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall, unless otherwise specified, 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 CFX upon request.

15. 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 CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX in accordance with the CFX'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.

16. 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.

17. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify the CFX 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.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon, among other considerations, 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 CFX, which may be withheld in the CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract. Notwithstanding the foregoing:

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

18.2 Subject to the right of CFX 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 CFX as a third party beneficiary and provide that the subcontract is assignable to the CFX (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 CFX. Upon such event, the CFX 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 CFX, 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 CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. The CFX 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 CFX upon request, and

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

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

If, during the Term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the CFX 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 CFX's Director of Procurement requesting approval 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 CFX 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 CFX Board at its next regularly scheduled meeting.

19. DAMAGES

CFX and the CONTRACTOR recognize that time is an essential element of the Contract, and that such conditions including without limitation: delay in completing the work on time; failure of the System to perform with the required functionality or at required service levels; and/or failure to provide the required level of service for Contract activities such as System Maintenance; will result in damages due to public inconvenience, obstruction to traffic, interference with business, loss of revenues, and increasing of inspection and administrative costs to CFX.

19.1 Liquidated Damages

It is therefore agreed that in view of the difficulty of making a precise determination of actual damages, a sum of money in the amount stipulated in Appendix E of Volume VI, will be charged against the CONTRACTOR for failure to perform within the time required, not as penalty, but as liquidated damages.

19.2 Assessment and Collection of Damages

(i) The Contractor's delay in completing the work in accordance with the baseline schedule and subsequent revisions shall result in a damage to CFX. These damages

will be assessed as Liquidated Damages as indicated herein. The assessment for each applicable milestone, phase or plaza group implementation shall be one thousand dollars (\$1,000.00) per calendar day for each day of delay beyond the scheduled date of completion. Assessment of and collection of payment for such Liquidated Damages will occur upon completion of work the milestone, phase, or plaza group for which the Liquidated Damages occur. Liquidated Damages shall apply to the following completion dates for milestones, phases and plaza groups as provided in the baseline schedule:

- a. Failure to meet the schedule date for Milestone 7 – Completion of the System Initial End-to-End Test (SIETET).
 - b. Failure to meet the scheduled dates for completion of the Plaza Acceptance Test by individual Plaza group (subset of Milestone 8)
- (ii) Assessment and collection of liquidated damages for failure to meet service level requirements shall occur at the completion of each invoice period (generally monthly).
- (iii) Assessment and collection of actual damages such as for loss of revenues, etc. shall occur at the completion of each invoice period (generally monthly).
- (iv) CFX shall have the right to apply as payment on such liquidated or actual damages any money that is due to the CONTRACTOR by CFX.
- (v) CFX does not waive its right to liquidated or actual damages due under the Contract by allowing the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time for a phase including granted time extensions. CFX considers a phase complete when the CONTRACTOR has completed all work and CFX has accepted the work.
- (vi) CFX reserves the right to delay assessment of liquidated and/or actual damages or waive damages in whole or in part at any time if CFX determines such waiver is in its best interest. Any such waiver is at CFX's sole discretion.
- (vii) CFX reserves the right to assess and collect actual damages as a result of poor workmanship or failure of the CONTRACTOR to follow manufacturer's instructions relating to any supplied installed product. This provision includes but is not limited to the Point of Sale (POS) equipment in the event of a compromise that results in damages and fines to CFX which is attributable to the device not being installed, operated or maintained in accordance with the manufacturer's instructions.

19.3 Schedule of Liquidated Damages – The amounts and descriptions of various warrants for Liquidated Damages are provided throughout the Contract documents, particularly in Volume III, Statement of Work; Volume IV, System Requirements; and in Volume VI, Appendix E, Performance Measures and Service Levels.

19.4 Not used

19.5 Permitting CONTRACTOR to Finish Work – Permitting the CONTRACTOR to continue and to finish the work, or any part of it, after the expiration of the contract time allowed for a phase, including extensions of time granted to the CONTRACTOR, shall in no way act as a waiver on the part of CFX of the damages due under the Contract.

19.6 Completion of Work by CFX – In case of default of the Contract and the completion of the work by CFX, the CONTRACTOR and the CONTRACTOR's Surety shall be liable for the damages under the contract, but no shall be chargeable for any delay in the final completion of the work by CFX due to any unreasonable action or delay on the part of CFX.

19.7 Reduction in Payment for Liquidated or Actual Damages – Liquidated or actual damages for days of delay will be charged against the payment(s) due the CONTRACTOR for a Phase before the balance thereof is released and paid to the CONTRACTOR. In the event the balance due the CONTRACTOR for a Phase is insufficient to offset the liquidated damages due CFX, CFX shall have the right of offset against other payments due the CONTRACTOR under other phases of work. When neither offset provision remedies the damages amount due CFX, damages are due CFX upon demand.

19.8 Contract Cap on Liquidated Damages related to Appendix E of Volume VI, – An overall Contract cap to Liquidated Damages will apply for the duration of this Contract related to the requirements stipulated in Appendix E of Volume VI. After the first month of operations, Liquidated Damages, if any, are capped at a maximum of fifteen percent (15%) of the monthly Contract's invoice. After the second month of operations, Liquidated Damages, if any, are capped at a maximum of thirty percent (30%) of the monthly Contract's invoice. After the third month of operations, Liquidated Damages, if any, are capped at a maximum of forty-five percent (45%) of the monthly Contract's invoice. After the fourth month of operations, Liquidated Damages, if any, are capped at a maximum of sixty percent (60%) of the monthly Contract's invoice. After the fifth month of operations, Liquidated Damages, if any, are capped at a maximum of seventy-five percent (75%) of the monthly Contractor's invoice. After the sixth month of operations and thereafter, Liquidated Damages, if any, are capped at a maximum of ninety percent (90%) of the monthly Contractor's invoice.

19.9 Contract Cap on Actual Damages – The Contract cap to Actual Damages is divided into two phases as follows:

(i) Prior to Final System Acceptance

- 1) Cap for toll revenue losses is capped at the amount of the lost toll revenue due to any issue that results in a loss of revenues. (Note: for current toll revenue and traffic information, refer to CFX's monthly statistical report which can be found on CFX's website:

<https://www.cfxway.com/CorporateInformation/FinancialReportsampStatistics/StatisticalReports.aspx>

- 2) Cap for non-toll revenue losses is capped at five million dollars (\$5,000,000.00).
(ii) After Final System Acceptance
The cap is ten million dollars (\$10,000,000.00).

19.10 At its sole discretion, CFX may waive Liquidated Damages and assess the Contractor Actual Damages to recover revenue loss due to system malfunctioning and the costs associated with researching such system malfunctioning, which may include but not limited to labor costs, consultant costs, and any other miscellaneous costs.

20. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the CFX's Executive Director (or his/her 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 CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

21. REMEDIES

In addition to any remedies otherwise available to the CFX under law, upon an uncured default the CFX 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 CFX are required for Contract completion. All costs and charges incurred by the CFX 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 CFX for the difference. On a Contract terminated for default, in no event shall the CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

22. 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 CFX, failing which CFX 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 CFX (exclusive of interest, costs or expenses) on claims asserted by CFX 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 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) 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 CFX 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 CFX 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 CFX, and CFX 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, CFX 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.

23. 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.

24. 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.

25. RELATIONSHIPS

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

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

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

26. 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 CFX and request clarification of CFX'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.

27. 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 CFX 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 CFX, whichever is later.

28. 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:

28.1 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

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

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

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

28.5 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.

29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

29.2 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 CFX.

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 CFX's Board of Directors at its meeting on May 14, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: *Claude Miller*

TRANSCORE LP.

By: *Tracy Marks*

Print Name: *Tracy Marks*

Title: *President*

ATTEST: *Watta* (Seal)

Approved as to form and execution, only.

Joseph H. Hantore
General Counsel for the CFX



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 1st day of December, 2015, by and between the Central Florida Expressway Authority ("CFX") and TransCore, L.P. ("Contractor").

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement ("the Contract") whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the deletion of the equipment in accordance with the attached Exhibit A, Scope of Services, with a total credit to the Contract of \$693,692.16, as detailed in the attached Exhibit B, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be \$84,306,307.84 for all materials and services required under the Contract.

All other 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 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

TRANSCORE, L.P.

By: 

Print Name: Tracy Marks

Title: President

Attest: 
Title: Contract Manager

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1**

**EXHIBIT A
SCOPE OF WORK**

I. General

CFX wishes to delete from the Contract requirements the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal for 262 lanes. A detailed breakdown of credit for each item is included in Exhibit B.

II. Conditions

The Contractor shall identify and bring to CFX's attention in writing any unique field conditions, different configurations, etc., not otherwise mentioned in this Supplemental Agreement that will affect the Contractor's work.

III. Schedule Impact

The removal of the existing equipment is considered a constructive acceleration of the work and does not impact the critical path schedule; therefore, there is no change to the overall project schedule. The Contractor shall have no right to make any claim for constructive acceleration or include the same as an element of any claim the Contractor may otherwise submit under the Contract.

END OF EXHIBIT A

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 1**

**EXHIBIT B
DETAILS OF CREDIT TO THE CONTRACT**

Delete the Patron Toll Displays, Island Traffic Lights, and Violator Beacons with audible alarms on the Traffic Control Pedestal from the contract requirements for 262 lanes. This total includes 8 lanes in Osceola County identified as:

- 4 Manned/AVI lanes at Shingle Creek Mainline Plaza
- 2 Dedicated AVI lanes at Shingle Creek Mainline Plaza
- 1 Dedicated AVI lane at Poinciana Off Ramp
- 1 Dedicated AVI lane and Poinciana On Ramp

262 lanes x \$2,647.68 credit per lane = \$693,692.16 Total Credit to the Contract
calculated as follows:

<u>Component</u>	<u>Unit Price</u>	<u>Total Credit</u>
2 Aspect (R/G) Signal @	\$493.72 each x 262 lanes =	\$129,354.64
Patron Toll Display @	\$1,719.49 each x 262 lanes =	\$450,506.38
Violation Beacon @	\$434.47 each x 262 lanes =	<u>\$113,841.14</u>
	\$2,647.68	<u>\$693,692.16</u>

This total includes costs for labor, mounting brackets, and cable associated with each cable.

END OF EXHIBIT B

SUPPLEMENTAL AGREEMENT NO. 2 TO
CONTRACT FOR TOLL SYSTEM UPGRADE
CONTRACT NO. 001021

This Supplemental Agreement is made and entered as of the last date of execution below, by and between, TRANSCORE, LP, duly registered to do business in the State of Florida, having a place of business at 2100 Lake Orange Drive, Suite 100, Orlando, Florida 32837, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter "CFX."

WITNESSETH:

WHEREAS, Contract No. 001021 for a Toll System Upgrade, executed on or about May 14, 2015, requires TransCore to provide source code, corresponding configuration settings, documentation, compilers and other necessary materials required to create executable software from the source code, hereinafter collectively referred to as "Source Code;" to CFX, annually and at all significant events, including the first plaza acceptance test, Final System Acceptance, and routine updates and releases as indicated in Contract Exhibit 1.2, item number 13.

WHEREAS, the Contract provides that "CFX has the right to make copies, to use the code on its systems, and to alter or modify the source code, as upgraded, enhanced, modified, or configured, at its risk and option, which right survives the term of the Contract."

WHEREAS, one of TransCore's subcontractors, QFree America Inc., hereinafter "QFree," will not agree to provide CFX with the Source Code.

WHEREAS, the CFX's Board of Directors at its meeting on the 14th day of January 2016, agreed to enter into an Escrow Agreement; CFX Contract No. 001183, with QFree and NCC Group Escrow Associates, to provide protocol procedures for access to the source code in case of a release event.

WHEREAS, QFree has agreed in addition to the Escrow Agreement, to reduce the contractual cost to TransCore by \$75,000.


WHEREAS, CFX has determined it necessary to obtain a credit from TransCore in the amount of \$75,000.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree with a total credit to the Contract of \$75,000.00, as detailed in the attached Exhibit A, Details of Credit to the Contract. The remaining total compensation to the Contractor shall be \$84,231,307.84 for all materials and services required under the Contract.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Supplemental Agreement on behalf of the parties as of the last day of execution below.

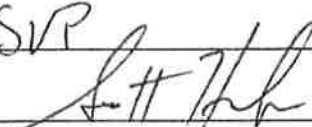
Date: 2/22/16

TRANSCORE, LP

By: 

Print Name: Jim Wilson

Title: SVP


ATTEST:  (Seal)

Date: 2-26-16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

APPROVED AS TO FORM
AND EXECUTION ONLY


CFX General Counsel

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 2**

**EXHIBIT A
DETAILS OF CREDIT TO THE CONTRACT**

The \$75,000 credit shall be applied towards the Factory Acceptance Test (FAT), line item 105 of Exhibit 1.15 of the contract.

<u>Line item</u>	<u>Nomenclature</u>	
105	Factory Acceptance Test (FAT)	Extended Price - \$199,307.56
		Credit - <u>-\$75,000.00</u>
		Total \$124,307.56

END OF EXHIBIT A

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL SYSTEM UPGRADE
CONTRACT NO. 001021
SUPPLEMENTAL AGREEMENT NO. 3**

13 JAN '16 PM 2:00

This Supplemental Agreement No. 3 (“Supplemental Agreement”) is entered into this 8th day of January, 2016, by and between the Central Florida Expressway Authority (“CFX”) and TransCore, L.P. (“Contractor”).

WITNESSETH:

WHEREAS, CFX and the Contractor on May 14, 2015, entered into an agreement (“the Contract”) whereby CFX retained the Contractor to provide toll system upgrade services; and

WHEREAS, CFX has determined it necessary and desirable to expand the Contract Statement of Work to include transponder distribution services when so directed by CFX.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the expansion of the Contract Statement of Work to include transponder distribution services when so directed by CFX, with no increase in the Contract time. Increase(s) in the Contract Amount will be based on costs and fees negotiated between CFX and the Contractor at the time the services are required and approved by CFX.

All other 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 supplements made previously thereto, the provisions of this Supplemental Agreement shall take precedence.


23 JAN '16 AM 10:18

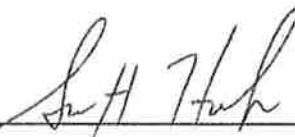
IN WITNESS THEREOF, the parties hereto have caused these presents to be executed, in triplicate, on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

TRANSCORE, L.P.

By: 
Print Name: Jim Wilson
Title: SVP

Attest: 
Title: AVP

CONSENT AGENDA ITEM

#27

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: April 26, 2016

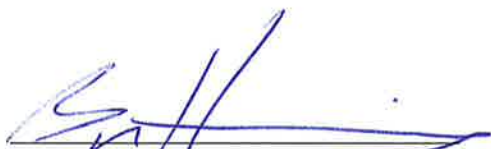
SUBJECT: Approval of Purchase Order for Traffic & Parking Control Co., Inc. (TAPCO) for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment; Project 599-526B

Board approval is requested to issue a purchase order to TAPCO in the amount of \$349,900.00 to purchase wrong-way driving vehicle detection and countermeasures equipment for installation at 10 remaining ramps that were identified in the original Wrong Way Driving Study.

In order to expedite the procurement of project materials and to ensure consistency with previous phases of the pilot project, it is recommended that CFX owner furnish the wrong-way driving detection equipment from TAPCO, whom we have identified as a single source provider with previous deployments.


This project is funded in the Five Year Work Plan.

Reviewed by:


Brian Homayouni, P.E.
Traffic Operations Manager

Date: April 20, 2016

To: Bryan Homayouni, P.E.
Manager of Traffic Operations / CFX

From: Charles R. Lattimer, P.E. 

CC: Corey Quinn, P.E. / CFX
Nathan Silva, P.E. / Atkins

Re: **Project 599-526B**
(Wrong-Way Driving Vehicle Detection and Countermeasures Phase IIB):
Recommendation to purchase owner-furnished wrong-way driving detection equipment

CFX, with assistance from the University of Central Florida (UCF), is conducting a pilot deployment of wrong-way driving detection and countermeasures equipment at strategic ramps on the CFX expressway system. The first phase of the pilot deployment equipped five ramps (four on SR 408 and one on SR 528) in 2015. Phase IIA, which will equip an additional 19 ramps, is currently under construction and will be completed in the summer of 2016. Phase IIB, which will equip another ten ramps, was advertised for construction on April 10, 2016.

In order to expedite the procurement of critical project materials and to ensure consistency with previous phases of the pilot deployment, it is recommended that CFX purchase the wrong-way driving detection equipment from TAPCO and owner-furnish said equipment to the Contractor. This approach is consistent with Project 599-526A (Phase IIA), which is currently under construction. In addition to avoiding Contractor cost markups, utilizing this procurement method allows CFX to reduce its material purchase costs by exercising its tax-exempt status.

Atkins has reviewed the attached quotation from TAPCO for laser-based wrong-way driving detection equipment for use at ten ramp locations, plus spare parts. We find the proposed cost of \$349,900.00 to be reasonable.

We therefore recommend a request be submitted to the May 2016 Consent Agenda requesting Board authorization to issue a purchase order to TAPCO in the amount of \$349,900.00 to furnish wrong-way driving detection equipment for Project 599-526B.

Please call me at (407) 806-4287 if you have any questions or if you would like to discuss further.

ATTACHMENT A



Traffic & Parking Control Co, Inc.
5100 W Brown Deer Rd
Brown Deer, WI 53223
800-236-0112

March 28, 2016

Mr. Bryan Homayouni, P.E.
Director of Expressway Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Mr. Homayouni:

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.

Per our conversation last week, I've requoted both Boggy Creek Rd locations in the 599-526B project as Radar-Based with the remaining sites and the spare system staying as Laser-Based systems.

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



Safe travels.™

5100 W Brown Deer Rd, Brown Deer, WI 53223 800-236-0112

Wrong Way Detection Equipment Quotation

Prepared Exclusively for Central Florida Expressway Authority

For CFX Contract Number 599-526B

Revised March 28, 2016

-Confidential-

SALES QUOTE



5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
 Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

Customer Copy

Number	ETO15-01643
Date	3/28/2016
Page	1

Sell To Cust. C39680	Central Florida Expressway Authority Bryan Homayouni, P.E. 4974 ORL Tower Road ORLANDO, FL 32807 USA	Ship To Cust.	Central Florida Expressway Authority Bryan Homayouni, P.E. 4974 ORL Tower Road ORLANDO, FL 32807 USA		
Reference #	Expires	Slsp	Terms	Freight	Ship Via
	5/27/2016	Max Smith	Net 30 DAYS	PREPAY/ADD	BEST RATE

Item	Description	Quantity	UM	Price	UM	Extension
2180-SYSTEM	TAPCO Wrong Way Equipment Only Quote: CFX Contract Number 599-526B Radar-Based Wrong Way Detection System (See attached Details)	2	EA	23,500.00	EA	\$47,000.00
2180-SYSTEM	Laser-Ready Wrong Way Detection System (See attached Details)	8	EA	20,000.00	EA	\$160,000.00
2180-SYSTEM	Laser-Ready Wrong Way Detection System, Black Finish (See attached Details)	1	EA	20,500.00	EA	\$20,500.00
2180-CUSTOM	SICK LMS-581 Laser Scanner, Brackets, Cables (Includes One Year Warranty)	9	EA	11,800.00	EA	\$106,200.00
2180-CUSTOM	OPTIONAL: Additional 4 Year Warranty for Laser Scanners (Priced per Scanner)	9	EA	1,800.00	EA	\$16,200.00
SP SIGN	Sheeted Blank, 18x24" x 0.125" DG3 White (No Legend)	20	EA		EA	

BlinkLink Web Service Included for 1 year, \$895
Per Modem, Per Year Thereafter.

5 Year Limited Warranty Included on All Items
EXCLUDING Laser Scanners.
Furnish Only, Freight Included.
Required On-Site Setup and Testing Additional.
8 Week Lead Time ARO

- CONFIDENTIAL -

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$349,900.00	\$0.00	\$0.00	\$349,900.00

For terms and conditions, please visit: <http://www.tapconet.com/terms-and-conditions>

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 -76W 48VDC 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 Channel POE Injector -Dual Serial to Ethernet Converters -4G/LTE Cellular Gateway with 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

Laser-Ready Wrong Way Detection System Component Listing

Each System Contains:

Primary Detector Pole Components	
1	<p>Incoming Camera Assembly</p> <ul style="list-style-type: none"> -Captures Images after Warning Light Activation -Banding Brackets
1	<p>Outgoing Camera Assembly</p> <ul style="list-style-type: none"> -Output to Confirm Departing Vehicle with Cross-Line Analytics -Captures Images of Confirmed Wrong Way Vehicle -Banding Brackets
1	<p>Wrong Way Control Cabinet Assembly</p> <ul style="list-style-type: none"> -All Aluminum Construction, Vented, Screened -120W 12VDC Power Supply -120W 24VDC Power Supply -76W 48VDC 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 Channel POE Injector -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	<p>White Light LED Illuminator</p> <ul style="list-style-type: none"> -Provides Additional Lighting for Increased Outgoing Camera Performance -Activated Simultaneously with Warning Lights -Banding Brackets
2	<p>RRFB Light Bar</p> <ul style="list-style-type: none"> -Dual 8 LED Modules - Red -Banding Brackets
1	<p>48" x 36" R5-1a WRONG WAY Static Sign</p> <ul style="list-style-type: none"> -3M DG3 Retro-Reflective Sheeting -3M 1160 Anti-Graffiti Overlay -.080" Aluminum

Warning Pole Components (Hardwired to Adjacent WW Control Cabinet)

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)

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)

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

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
4	48" x 36" R5-1a WRONG WAY Static Sign Upgrade (Replaces Raw Signs) -3M Black Vinyl Back

TAPCO Wrong Way Project Terms and Conditions:

Indemnity Clause:

The BlinkLink Web-based Traffic Device Monitor and Control and the Wrong Way LED Warning System (the "devices") are not fail safe devices. Caltrans will hold harmless and defend TAPCO from and against all claims arising out of extraordinary events, or circumstances beyond the control of the parties, which might cause the system to stop working, malfunction, or function in an unexpected or undesired way, including but not limited to, weather, solar eruptions, electrical outages or any other risk beyond the control of TAPCO between incidences of regular service.

Exclusions:

TAPCO shall not provide items other than those listed on Project Sales Quote contained herein.

Delivery:

- All products are shipped FOB Factory.
- All risk of loss or damage to the Products in transit shall be borne by Customer regardless of the party paying for the freight.
- Offload is Customer's responsibility.
- TAPCO shall not be liable for any losses or damages, whether direct, indirect, incidental, consequential, or otherwise, for delays in shipment or delivery, regardless of the cause.
- TAPCO shall have the right to make partial shipments and invoice separately. Partial shipment invoices shall be due per project payment terms.

Variables:

- a. **Submittals:**
Prior to commencing manufacturing, TAPCO shall provide to the customer at customer request a project submittal document. The submittal document represents the governing document for project specifications, materials, and terms and conditions. The submittal shall be customer approved prior to manufacturing release.
- b. **Change Orders:**
Changes in product requirements after customer approved submittals are subject to TAPCO's acceptance or rejection in writing. Change orders shall be subject to additional charges and agreed upon in writing and may alter total cost and/or delay project shipping.
- c. **Modifications and Governing Law:**
Any modifications of this Agreement or Attachments/Exhibits to this Agreement must be in writing and signed by authorized representatives of both the Customer and TAPCO. In the event that any of the provisions of the Agreement shall for any reason be determine to be invalid, illegal or unenforceable in any respect, the remaining portions shall continue in full force and effect.
- d. **Changes in Products and Parts:**
TAPCO continually improves its products and shall provide products that meet or exceed project requirements. If original replacement parts are no longer available, TAPCO shall provide parts that meet the fit, form and function unless specifically advised in writing that such parts are not acceptable.
- e. **Force Majeure:**
TAPCO's performance hereunder, or any delay in such performance, shall be excused for such failure to perform or delay as attributable to any cause or reason beyond TAPCO's control, including without limitation lack of available storage space, equipment breakdown, labor trouble, governmental regulations, transportation difficulties, embargoes, civil disturbances, acts of God, or any other causes of the like or difference character beyond TAPCO's control.

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

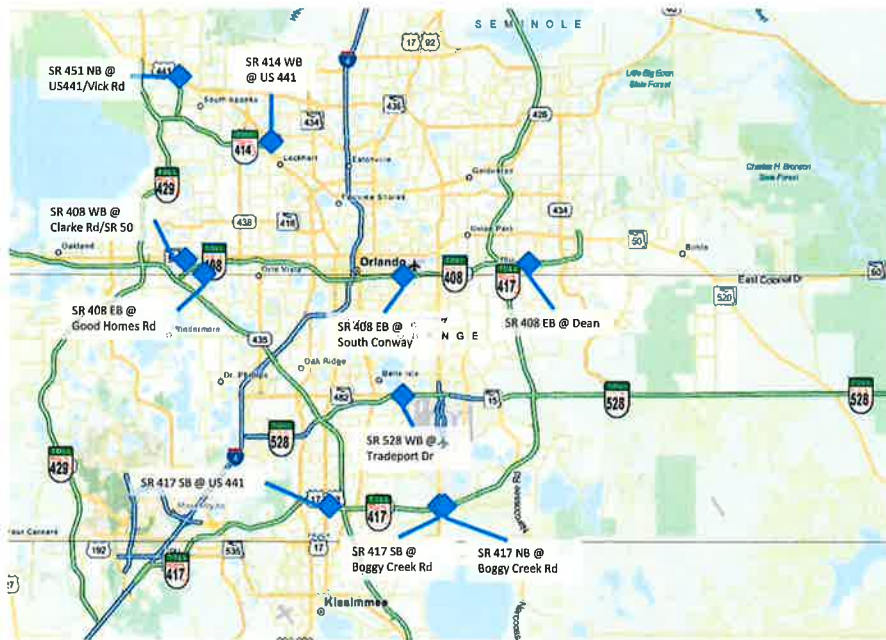
Warning Pole Components (Hardwired to Adjacent Up-Stream Warning Control Cabinet)	
Qty	Description
2	RRFB Light Bar -Dual 8 LED Modules - Red -Banding Brackets
1	48" x 36" R5-1a WRONG WAY Static Sign -3M DG3 Retro-Reflective Sheeting -3M 1160 Anti-Graffiti Overlay -.080" Aluminum

*Pricing includes aluminum shields with fasteners if needed for ramp tuning

TAPCO Standard Terms and Conditions:

1. Traffic and Parking Control Co., Inc. (TAPCO) assigns to buyer any manufacturer's warranty. TAPCO is not responsible for improper installation, improper operation or improper maintenance of its products, unless specifically so stated on the TAPCO quote. Other than the assignment of the manufacturer's warranty, TAPCO makes no warranty, express or implied, as to any matter whatsoever any, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Buyer's exclusive remedy for failure of the product to meet the manufacturer's warranty or any other non-conformity or defect whatsoever, is limited to the return of the product and repayment of the price or repair and/or replacement of the non-conforming product: incidental, consequential, special or punitive damages are excluded. Buyer shall defend and indemnify TAPCO against any claim including costs and attorney fees arising out of buyer's use of the product. No claim may be maintained after one year from the accrual of the cause of action.
2. If any product fails to comply with the manufacturer's warranty, TAPCO shall immediately be notified, and the product shall be returned to TAPCO or to the manufacturer within 30 days. Transportation charges on the returned product shall be prepaid by the buyer and TAPCO will credit the buyer any transportation charge involved with the returned products.
3. The correction of any defect by repair or replacement shall constitute a complete fulfillment of all obligations to the buyer. TAPCO will not accept any charges associated with or resulting from the use or replacement of apparatus claimed defective; nor will it pay any charges involved by the removal or replacement of such equipment.
4. Any claims for shortages or damages must be documented by specifying the shortage or other damage in writing on the transportation company's Bill of Lading at the time of delivery and in no cases later than 30 days after receipt of order. To file a claim for concealed loss or damage, the outer container must NOT show any visible evidence of such damage and must be returned to substantiate the claim. The allowable length of time to report such a claim is thirty days.
5. Buyer shall exercise due diligence by promptly inspecting the product immediately upon delivery. Prompt inspection and prompt reporting to TAPCO of any problems are the duties of the buyer. The buyer is never empowered to take corrective steps without first reporting the problem to TAPCO. Hence, "charge backs" are not allowed unless authorized in writing by a TAPCO representative.
6. Payment, from customers with established credit, is due within thirty days from the date of an invoice unless otherwise authorized in writing by a TAPCO representative. Buyer shall pay TAPCO interest of eighteen percent per annum on the unpaid balance after the date due. If buyer fails to pay an invoice when due or if buyer defaults, breaches or repudiates any agreement with TAPCO, or if buyer shall become insolvent, make an assignment for the benefit of creditors, or becomes the subject of a bankruptcy, receivership or any other insolvency proceeding, TAPCO may (a) cancel this and/or any other agreement with buyer, and buyer shall promptly return the purchased products to TAPCO (or TAPCO may reposes without civil process) whereupon TAPCO shall return any portion of the purchase price previously paid less up to 25% of the purchase price for a re-stocking fee or (b) declare buyer's outstanding orders and invoices immediately due and payable and postpone delivery of TAPCO products until all purchases are prepaid in full. At all times, TAPCO may invoke the remedies above if TAPCO has reason to believe buyer may be unable to perform its obligations. In addition, TAPCO maintains the right to pursue any and all available legal remedies.
7. Buyer grants a purchase money security interest to TAPCO in all products purchased by buyer and all tangible personal property owned by the buyer and in all of buyer's deposit accounts and accounts receivable; buyer authorizes TAPCO to perfect its security interest.
8. As a service to TAPCO customers, TAPCO frequently furnishes customers with engineering data, wiring diagrams recommendations, etc. Ordinarily, no charge is made for this service and every reasonable effort is made to avoid errors. Nevertheless, errors may occasionally occur and, in consideration of the fact that TAPCO makes no charge for this service, buyer agrees that TAPCO assumes no responsibility for the completeness or accuracy of such information or data and accordingly releases TAPCO from liability. Buyer stipulates that the economic loss doctrine applies to all contracts between buyer and TAPCO, and buyer waives all tort claims against TAPCO. Unless authorized in writing by a TAPCO employee, buyer is not entitled to liquidated or late payment penalties for any failure by TAPCO to deliver purchased products on time.

Project 599-526B Deployment locations





ORLANDO - ORANGE COUNTY

4974 ORL TOWER RD., ORLANDO, FLORIDA 32807
TELEPHONE (407) 690-3000 • 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

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

I:\Projects\OOCEA\ITS Deployment\General Support\Road Rangers\Contract 2013

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: April 20, 2016 

RE: March 2016 Financial Reports

Attached please find the March 2016 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING MARCH 31, 2016 AND YEAR-TO-DATE**

	FY 16 MONTH ACTUAL	FY 16 MONTH BUDGET	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 34,872,969	\$ 31,034,565	\$ 276,510,904	\$ 248,374,298	\$ 28,136,606	11.3%	10.8%
TOLLS COLLECTED VIA UTN'S	1,478,788	817,437	10,599,172	6,319,752	4,279,420	67.7%	31.8%
FEES COLLECTED VIA UTN'S AND UTC'S	869,570	454,552	5,535,422	3,661,848	1,873,574	51.2%	35.0%
TRANSPONDER SALES	18,558	5,627	100,709	49,045	51,663	105.3%	108.5%
OTHER OPERATING	104,493	193,361	1,016,684	1,543,061	(526,377)	-34.1%	-1.6%
INTEREST	400,261	154,431	2,343,726	1,434,071	909,655	63.4%	79.3%
MISCELLANEOUS	81,338	80,026	815,863	731,580	84,283	11.5%	12.1%
TOTAL REVENUES	37,825,978	32,739,997	296,922,480	262,113,656	34,808,825	13.3%	12.1%
O M & A EXPENSES							
OPERATIONS	3,575,160	3,760,764	28,033,310	30,784,493	2,751,183	8.9%	11.2%
MAINTENANCE	910,195	1,178,965	8,137,499	10,517,088	2,379,589	22.6%	-4.1%
ADMINISTRATION	613,379	662,307	5,024,223	5,144,877	120,654	2.3%	15.2%
OTHER OPERATING	217,976	222,978	1,497,194	1,783,821	286,627	16.1%	-21.2%
TOTAL O M & A EXPENSES	5,316,710	5,825,014	42,692,226	48,230,279	5,538,053	11.5%	6.8%
NET REVENUES BEFORE DEBT SERVICE	32,509,268	26,914,984	254,230,255	213,883,377	40,346,877	18.9%	13.0%
COMBINED NET DEBT SERVICE	11,936,826	11,903,968	106,897,413	107,115,991	218,578	0.2%	-0.4%
NET REVENUES AFTER DEBT SERVICE	\$ 20,572,442	\$ 15,011,015	\$ 147,332,842	\$ 106,767,386	\$ 40,565,456	38.0%	25.3%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING MARCH 31, 2016 AND YEAR-TO-DATE**

	<u>FY 2016 ACTUAL</u>	<u>FY 2016 BUDGET</u>	<u>VARIANCE</u>	<u>FY 16 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 28,031,899	\$ 30,784,493	\$ 2,752,594	8.9%
Maintenance	8,135,947	10,517,088	2,381,141	22.6%
Administration	5,023,184	5,144,877	121,693	2.4%
Other Operating	<u>1,497,194</u>	<u>1,783,821</u>	<u>286,627</u>	<u>16.1%</u>
Total O M & A	\$ 42,688,224	\$ 48,230,279	\$ 5,542,055	11.5%
 Capital Expenditures				
Operations	\$ 293,708	\$ 442,364	148,656	33.6%
Maintenance	23,689	66,540	42,851	64.4%
Administration	<u>38,940</u>	<u>85,366</u>	<u>46,426</u>	<u>54.4%</u>
Total Capital Expenditures	\$ 356,337	\$ 594,270	\$ 237,933	40.0%

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**Operations - Comparison of Actual to Budget
For the Nine Months Ending March 31, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	381,438	347,359	(34,079)	-9.81%
Violation Enforcement	2,449,558	2,579,127	129,569	5.02%
Information Technology	2,763,622	2,815,283	51,661	1.84%
Information Technology - Projects	60,789	220,500	159,711	72.43%
Special Projects	194,319	194,987	668	0.34%
E-PASS Service Center	7,706,118	9,621,240	1,915,122	19.91%
Public Outreach/Education	358,400	157,523	(200,877)	-127.52%
	<u>13,914,245</u>	<u>15,936,019</u>	<u>2,021,775</u>	<u>12.69%</u>
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	853,767	981,258	127,491	12.99%
Airport Plaza	1,146,340	1,293,846	147,505	11.40%
Dallas Plaza	904,492	930,188	25,696	2.76%
East-West Expressway (SR 408)				
Dean Plaza	932,784	994,485	61,701	6.20%
Conway Main Plaza	1,594,917	1,639,235	44,317	2.70%
Pine Hills Plaza	1,112,194	1,186,846	74,651	6.29%
Hiwassee Plaza	945,347	988,401	43,054	4.36%
Western Expressway (SR 429)				
Independence Plaza	937,226	979,346	42,120	4.30%
Forest Lake Plaza	981,972	1,060,625	78,653	7.42%
Greenway Expressway (SR 417)				
University Plaza	918,840	949,546	30,706	3.23%
Curry Ford Plaza	920,187	967,178	46,991	4.86%
Boggy Creek Plaza	1,055,591	1,179,816	124,225	10.53%
John Young Plaza	1,128,064	1,110,326	(17,738)	-1.60%
John Land Apopka (SR 414)				
Coral Hills Plaza	981,052	1,029,743	48,691	4.73%
Subtotal Toll Facilities	<u>14,412,773</u>	<u>15,290,838</u>	<u>878,064</u>	<u>5.74%</u>
Total Operations Expenses	<u>28,327,018</u>	<u>31,226,857</u>	<u>2,899,839</u>	<u>9.29%</u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Maintenance - Comparison of Actual to Budget
For the Nine Months Ending March 31, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	1,181,896	1,482,242	300,345	20.26%
Expressway Operations	2,045,070	2,596,714	551,644	21.24%
Routine Maintenance	4,934,221	6,504,672	1,570,451	24.14%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	<u><u>8,161,188</u></u>	<u><u>10,583,628</u></u>	<u><u>2,422,440</u></u>	<u><u>22.89%</u></u>

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

**Administration - Actual to Budget by Cost Center
For the Nine Months Ending March 31, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	417,858	389,455	(28,403)	-7.29%
General Projects	0	7,500	7,500	100.00%
Executive	1,305,142	1,313,592	8,450	0.64%
Communications	309,730	303,735	(5,995)	-1.97%
Human Resources	114,632	108,320	(6,312)	-5.83%
Supplier Diversity	128,252	196,031	67,779	34.58%
Accounting	933,203	1,026,982	93,779	9.13%
Records Management	185,591	178,539	(7,053)	-3.95%
Construction Administration	286,737	280,696	(6,041)	-2.15%
Procurement	311,371	341,009	29,638	8.69%
Legal	477,179	579,390	102,211	17.64%
Internal Audit	353,705	234,201	(119,504)	-51.03%
525 Magnolia	17,004	19,106	2,102	11.00%
Plans Production	222,758	251,686	28,928	11.49%
Grand Total Expenses	<u><u>5,063,163</u></u>	<u><u>5,230,243</u></u>	<u><u>167,079</u></u>	<u><u>3.19%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING MARCH 31, 2016 AND YEAR-TO-DATE**

	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 276,510,904	\$ 248,374,298	\$ 28,136,606	\$ 249,589,700	\$ 234,758,724	\$ 14,830,976	\$ 13,305,630
TOLLS COLLECTED VIA UTN'S	10,599,172	6,319,752	4,279,420	8,044,878	5,210,682	2,834,196	1,445,224
FEE'S COLLECTED VIA UTN'S AND UTC'S	5,535,422	3,661,848	1,873,574	4,099,377	2,935,657	1,163,720	709,854
TRANSPONDER SALES	100,709	49,045	51,663	48,308	30,812	17,496	34,167
OTHER OPERATING	1,016,684	1,543,061	(526,377)	1,033,283	819,126	214,157	(740,534)
INTEREST	2,343,726	1,434,071	909,655	1,307,092	920,707	386,385	523,270
MISCELLANEOUS	815,863	731,580	84,283	727,551	687,018	40,533	43,750
TOTAL REVENUES	296,922,480	262,113,656	34,808,825	284,850,189	245,362,726	19,487,463	15,321,362
O M & A EXPENSES							
OPERATIONS	28,033,310	30,784,493	2,751,183	25,210,193	26,954,273	1,744,080	1,007,103
MAINTENANCE	8,137,499	10,517,088	2,379,589	8,487,680	11,578,914	3,091,234	(711,645)
ADMINISTRATION	5,024,223	5,144,877	120,654	4,361,342	5,217,805	856,463	(735,809)
OTHER OPERATING	1,497,194	1,783,821	286,627	1,900,751	1,866,667	(34,084)	320,711
TOTAL O M & A EXPENSES	42,692,226	48,230,279	5,538,053	39,959,966	45,617,659	5,657,693	(119,640)
NET REVENUES BEFORE DEBT SERVICE	254,230,255	213,883,377	40,346,877	224,890,221	199,745,068	25,145,153	15,201,724
COMBINED NET DEBT SERVICE	106,897,413	107,115,991	218,578	107,317,864	107,850,692	(532,828)	751,406
NET REVENUES AFTER DEBT SERVICE	\$ 147,332,842	\$ 106,767,386	\$ 40,565,456	\$ 117,572,357	\$ 91,894,376	\$ 25,677,981	\$ 14,887,475

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**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING MARCH 31, 2016 AND YEAR-TO-DATE**

	FY 16 MONTH ACTUAL	FY 15 MONTH ACTUAL	FY 15 - 16 SAME MONTH COMPARISON	FY 16 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE ACTUAL	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 34,872,969	\$ 31,753,256	\$ 3,119,713	\$ 276,510,904	\$ 249,589,700	\$ 26,921,204
TOLLS COLLECTED VIA UTN'S	1,478,788	1,040,316	438,472	10,599,172	8,044,878	2,554,294
FEES COLLECTED VIA UTN'S AND UTC'S	869,570	798,845	70,725	5,535,422	4,099,377	1,436,045
TRANSPONDER SALES	18,558	5,553	13,005	100,709	48,308	52,401
OTHER OPERATING	104,493	139,921	(35,428)	1,016,684	1,033,283	(16,599)
INTEREST	400,261	162,476	237,785	2,343,726	1,307,092	1,036,634
MISCELLANEOUS	81,338	100,905	(19,567)	815,863	727,551	88,312
TOTAL REVENUES	37,825,978	34,001,272	3,824,706	296,922,480	264,850,189	32,072,291
O M & A EXPENSES						
OPERATIONS	3,575,160	3,012,477	562,683	28,033,310	25,210,193	2,823,117
MAINTENANCE	910,195	1,003,105	(92,910)	8,137,499	8,487,680	(350,181)
ADMINISTRATION	613,379	525,715	87,664	5,024,223	4,361,342	662,881
OTHER OPERATING	217,976	293,688	(75,712)	1,497,194	1,900,751	(403,557)
TOTAL O M & A EXPENSES	5,316,710	4,834,985	481,725	42,692,226	39,959,966	2,732,260
NET REVENUES BEFORE DEBT SERVICE	32,509,268	29,166,287	3,342,981	254,230,255	224,890,221	29,340,034
COMBINED NET DEBT SERVICE	11,936,826	11,939,101	(2,275)	106,897,413	107,317,864	(420,451)
NET REVENUES AFTER DEBT SERVICE	\$ 20,572,442	\$ 17,227,186	\$ 3,345,256	\$ 147,332,842	\$ 117,572,357	\$ 29,760,485

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Comprehensive Annual Financial Reports.

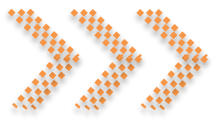
F. 1.

**CONSTRUCTION AND
MAINTENANCE AGREEMENT
WITH FDOT FOR EXPRESS LANE
PROJECT ON SR 528**

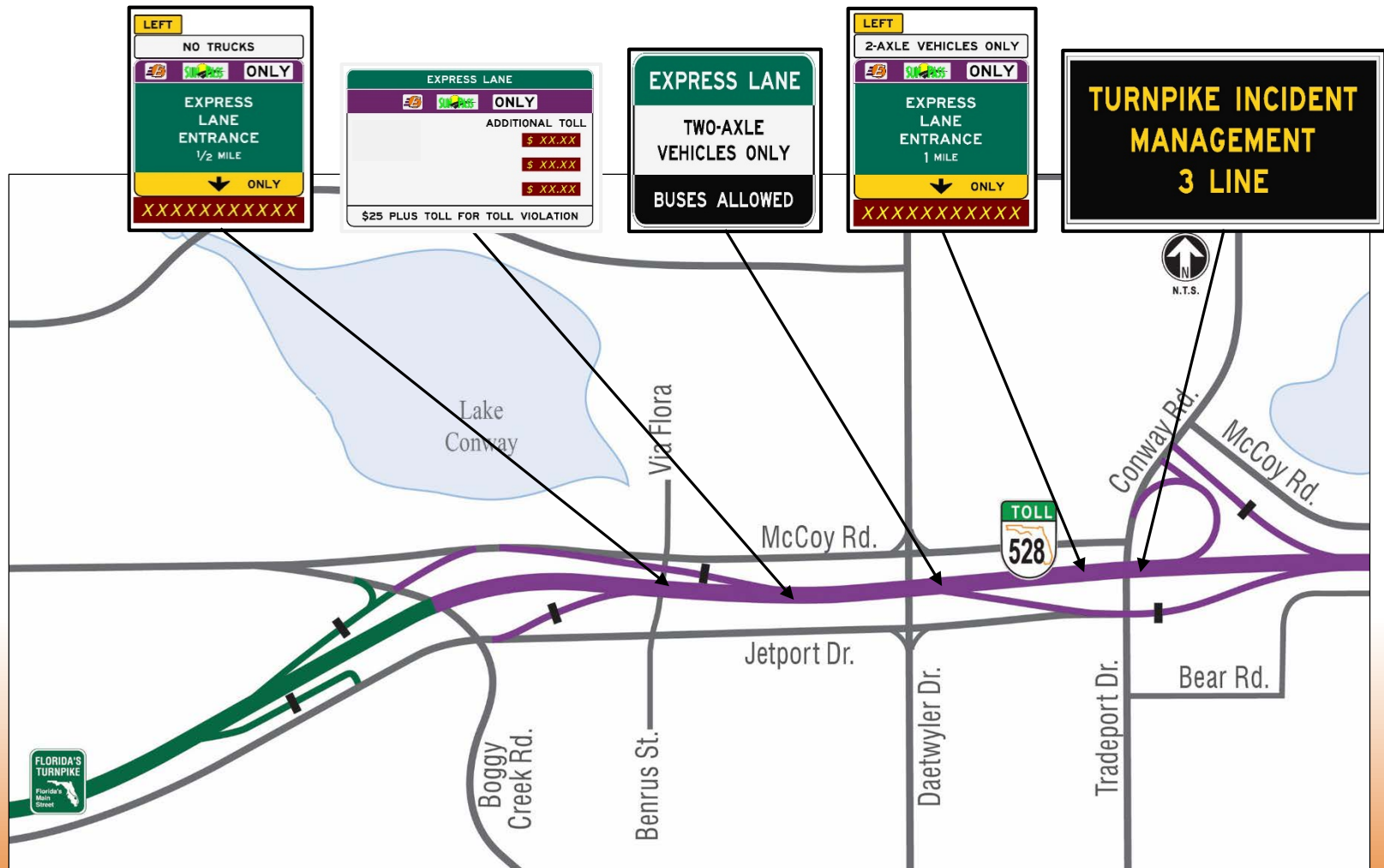


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Florida's Turnpike Enterprise Express Lane
Project on SR 528 East of McCoy Road



SR 528 - Proposed Managed Lane Signing with CFX Jurisdiction

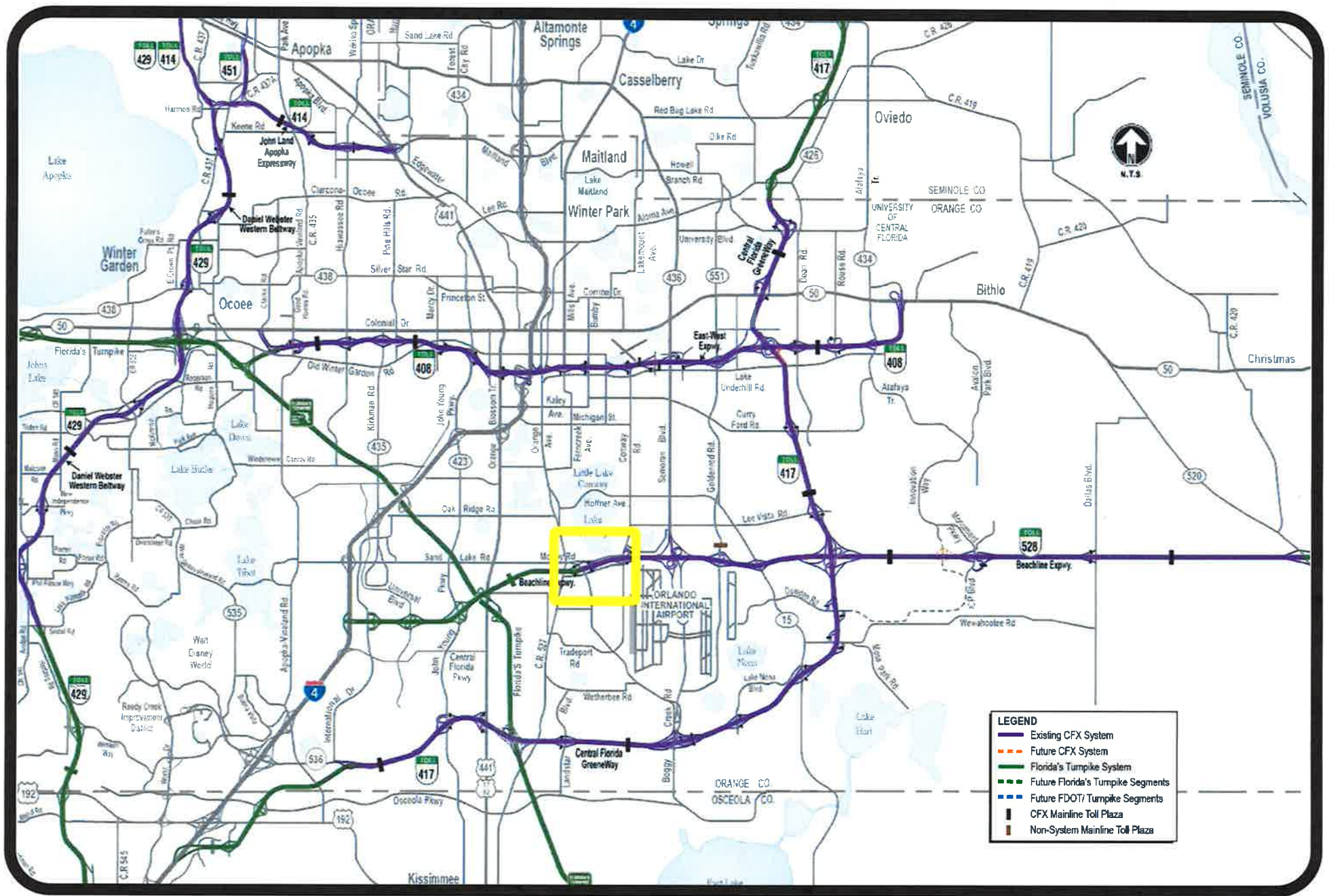




Requested Approval

Recommended Motion:

Board approval of construction and maintenance agreement with Florida Department of Transportation for improvements associated with Florida's Turnpike Enterprise's Express Lane Project on SR 528 East of McCoy Road




Project Location Map for
Construction and Maintenance Agreement with the FDOT(Florida's Turnpike Enterprise)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

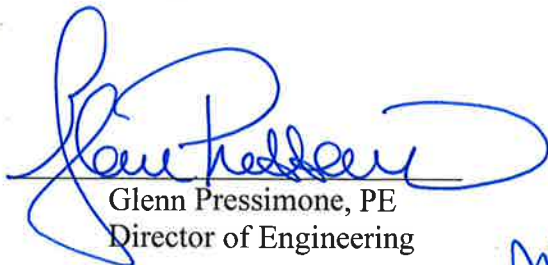
DATE: April 26, 2016

SUBJECT: Authorization for Approval of Construction and Maintenance Agreement with the Florida Department of Transportation (Florida's Turnpike Enterprise)
S.R. 528 - East of McCoy Road: Contract No. 001204

Board approval is requested for CFX to enter into a Construction and Maintenance Agreement with the Florida Department of Transportation to facilitate the construction and maintenance of improvements associated with Florida's Turnpike Enterprise Express Lane Project within CFX right-of-way on S.R. 528 (between Conway Road and McCoy Road).

Florida's Turnpike Enterprise (FTE) is finalizing design plans to construct Express Lanes within their existing S.R. 528 right-of-way between the FTE / CFX jurisdictional limit in the vicinity of McCoy Road and the Turnpike Mainline. A request was made by FTE for CFX to allow construction of four (4) Express Lane sign panels, four (4) overhead sign structures, one (1) overhead DMS sign and related ITS components be installed within CFX right-of-way on westbound S.R.528 between Conway Road and McCoy Road. Staff from both agencies have been coordinating for several months to develop acceptable language for the proposed Construction and Maintenance Agreement. The Agreement outlines the terms and conditions associated with CFX's acceptance and concurrence with the request from FTE.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



**CONSTRUCTION AND MAINTENANCE AGREEMENT
BY AND BETWEEN CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION**

THIS CONSTRUCTION AND MAINTENANCE AGREEMENT (“Agreement”), is made and entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public instrumentality and agency of the State of Florida, with a business address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as the “CFX”) and the **State of Florida, Department of Transportation**, Florida’s Turnpike Enterprise, an executive agency of the State of Florida having a business address located at Florida’s Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida’s Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as the “DEPARTMENT”).

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System;

WHEREAS, the DEPARTMENT is constructing (in Project Number 406090-5-52-01) certain improvements for SR 528 (Beachline Expressway) from I-4 to the Florida’s Turnpike mainline and proposes to construct (in Project Number 437156-1-52-01) certain improvements for SR 528 (Beachline Expressway) from just west of the Florida’s Turnpike to east of McCoy Road, including without limitation, roadway widening, bridge widenings, ramp widenings, traffic control plan, MSE walls, retaining walls, guardrail, barriers, cross drain replacements/extensions, drainage pipes, drainage structures, stormwater management facilities, fence, signs, roadway lighting, intelligent transportation system adjustments, temporary works, utility adjustments and earthwork in Orange County, Florida (“hereinafter “Projects”);

WHEREAS, a portion of the Projects’ improvements subject to this Agreement are more particularly described in the partial construction plans of SR 528 (Beachline Expressway) Widening, Project Number 437156-1-52-01, occurring within the limits of DEPARTMENT and CFX right of way and attached hereto and incorporated herein as Exhibit “A” as though fully set forth herein. The complete construction plans for Project Number 437156-1-52-01 are on file with both CFX and the DEPARTMENT and attached hereto in DVD format as Exhibit “D”;

WHEREAS, CFX has developed structural calculations and plans for SIRIT Travel Time Readers (hereinafter “SIRIT Readers”). CFX has submitted structural calculations and plans and DEPARTMENT has approved the structural calculations and plans. The CFX SIRIT Reader structural calculations and construction plans are

attached and incorporated by reference as Exhibit "B" as though fully set forth herein and will be placed on file with both DEPARTMENT and CFX;

WHEREAS, the improvements in Exhibit "A" and the SIRIT Readers in Exhibit "B" will collectively be hereinafter referred to as the "Improvements";

WHEREAS, the parties desire to enter into this Agreement for the construction of the Improvements in the right of way of the other party, after which the Improvements within each party's right of way will be the property of that party, unless otherwise noted in this Agreement. Each parties rights under this Agreement to construct, operate and maintain the Improvements within the other party's right of way shall not interfere with that parties rights to improve, operate and maintain its right of way;

WHEREAS, DEPARTMENT and CFX agree that all assigned maintenance obligations include maintenance occurring during the term of construction and after completion of construction (sometimes referred to as "post-construction maintenance") set forth in this Agreement shall survive the expiration or earlier termination of this Agreement and shall be in accordance with the laws of the State of Florida;

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Improvements shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.

2. The parties are authorized, subject to the conditions set forth herein, to enter the other's right of way to perform all activities necessary for the construction and post-construction maintenance of the Improvements in Exhibit "A" and Exhibit "B," respectively and set forth in additional detail below. Ownership and post-construction maintenance obligations of the Improvements are also reflected in Exhibit "A" and Exhibit "B," respectively and set forth in additional detail as follows:

CFX Construction, Ownership and Maintenance Responsibilities

a. CFX shall own and be responsible for maintenance of all sign structures, and sign lighting within CFX right of way as identified in Exhibit "A".

b. After Final Project Acceptance of the SR 528 (Beachline Expressway) Widening, Project Number 406090-5-52-01 and 437156-1-52-01, CFX shall be responsible for construction, routine maintenance and testing of SIRIT Readers on the following three sign structures within the DEPARTMENT right of way as identified in Exhibit "B":

- i. Westbound SR 528 overhead sign structures number 75T210 (Sign 100/OHT-1)

- ii. Westbound SR 528 overhead sign structures number 75T233 (Sign 132/OHC-13); and
- iii. Westbound SR 528 overhead sign structures number 75T244 (Sign 108 / OHT-3)

Upon completion of construction, the DEPARTMENT will provide As-Built Plans for these sign structures to CFX. Routine maintenance activities include repairs and preventative maintenance for the ITS devices and associated components. CFX shall be responsible for providing a separate power source or a shared power source with a separate meter for the SIRIT Readers as shown in the construction plans identified in Exhibit "B". CFX shall pay for the cost of supplying the power to the SIRIT Readers. CFX shall update the As-Built plans to reflect the location of SIRIT Readers on the sign structures and submit them to the DEPARTMENT.

c. All signs within CFX right of way will be installed by DEPARTMENT with sign lighting tying into CFX load centers A+C for OHT-100, OHT-101 and OHT-102 as identified in Exhibit "A". CFX shall pay for the operating cost of supplying power to the sign lighting. This CFX obligation shall survive the expiration or earlier termination of this Agreement. CFX shall be responsible for maintenance of the sign lighting as identified in Exhibit "A".

DEPARTMENT Construction, Ownership and Maintenance Responsibilities

d. The DEPARTMENT shall own and be responsible for maintenance of the westbound Express Lane static sign panels, Dynamic Message Signs, dedicated CCTV and associated ITS components as identified in Exhibit "A".

e. The DEPARTMENT shall be responsible for construction of the following sign structures and panels identified in Exhibit "A":

No.	Sign Panel Text	Dynamic Message Sign (DMS)
1	Express Lane Entrance ½ Mile	one line DMS
3	Express Lane Two-Axle Vehicles Only Buses Allowed	N/A
4	Express Lane Entrance 1 Mile	one line DMS
Sta. 690+81	N/A	three line DMS

The DEPARTMENT shall also be responsible for the construction of the one Express Lane Toll Schedule Panel on existing CFX overhead sign truss identified in Exhibit "A":

No.	Sign Panel Text	Dynamic Message Sign (DMS)
2	Express Lanes To I-4	Embedded DMS

f. The DEPARTMENT shall use one of the existing CFX fiber backbone 1" white

spare conduits within CFX right of way on both sides of the roadway identified in Exhibit "A". The DEPARTMENT shall be responsible for the installation of 144-STR SM fiber optic cable ("FOC") along both sides of the roadway on SR 528 for redundancy. Access points for the DEPARTMENT's Express Lane ITS devices within the CFX right of way will be at existing splice vaults (fiber optic manholes) as identified in Exhibit "A". The DEPARTMENT shall be responsible for maintenance of the conduit for power and FOC, FOC communications and ITS components, required for the Express Lanes as identified in Exhibit "A". During construction and maintenance, DEPARTMENT shall notify CFX when splicing inside CFX manholes.

g. The DEPARTMENT shall be responsible for installing, operating and maintaining a dedicated CCTV for the toll schedule amount sign, one line Dynamic Message Sign, and three line Dynamic Message Sign as identified in Exhibit "A".

h. The DEPARTMENT shall be responsible for providing and paying for the monthly service of a separate service point for the Dynamic Message Signs and associated ITS components within CFX right of way required for the Express Lanes as identified in the Projects construction plans and in Exhibit "A".

i. In accordance with CFX TECHNICAL MEMORANDUM TRAFFIC MANAGEMENT OPERATIONS PLAN (prepared August 2004) for DMS, the DEPARTMENT shall be permitted to display traffic incident management and community alert messages on the Dynamic Message Signs as shown in Exhibit "C". At any time during the term of this Agreement and continuing after expiration of this Agreement, the DEPARTMENT shall notify CFX of any additional DMS sign messages in its discretion the DEPARTMENT determines should be added to Exhibit "C". Upon approval by CFX, these additional DMS sign messages will then become part of Exhibit "C" as though originally fully set forth herein.

j. The DEPARTMENT shall maintain and operate the communications connection for the Dynamic Message Signs at the DEPARTMENT's cost and expense. The Dynamic Message Signs shall be relocated at the DEPARTMENT's expense if their location unreasonably interferes with the future expansion of the CFX roadway. The DEPARTMENT shall notify CFX when it anticipates the need for scheduled routine maintenance and testing of the Dynamic Message Signs. Routine maintenance activities may include repairs and preventative maintenance for the ITS devices and associated components. Routine maintenance by DEPARTMENT shall be by means of CFX right of entry form. DEPARTMENT shall be required to submit the CFX right of entry form once for each DEPARTMENT maintenance contract period.

k. In the event that the DEPARTMENT or CFX in their discretion determine that the Dynamic Message Signs or other westbound signs related to the Express Lanes require updating, modification, replacement or removal in order to improve the functionality of the signs, the signing configuration of the roadway or for any other reason, including, but not limited to, damage caused by weather, motorists, third parties, or other force majeure acts, the DEPARTMENT or CFX shall notify the other party of such in writing. Both parties must mutually agree to any changes prior to the date of

updating, modification, replacement or removal of the signs. If DEPARTMENT or CFX do not modify per notice then they can self perform and bill the other for costs.

3. The Improvements shall be designed and constructed in accordance with the applicable current edition of the Department's Standard Specifications for Road and Bridge Construction, Department Design Standards and Manual on Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), the Department Traffic Engineering Manual and the National Electric Safety Code (N.E.S.C) and latest editions of the National Electrical Code (N.E.C.). Excluding the DEPARTMENT's DMS signs, all signing, sign structures, sign lighting, pavement markings, and ITS structures (CCTV camera poles, DMS structures) constructed in CFX right of way shall be designed and constructed in accordance with CFX Standards and Specifications in effect at the time. Insofar as ITS components are concerned, such components will be constructed in accordance with both the DEPARTMENT and CFX Standards and Specifications. Should any changes to either party's plans be required during construction of the Improvements, that party shall be required to notify the other party of the changes and receive approval from the other party prior to the changes being constructed. The DEPARTMENT and CFX will submit to each other a schedule of shop drawing submittals. The DEPARTMENT will notify CFX of any shop drawings it plans to review. The DEPARTMENT will coordinate with CFX for input during review of those shop drawing(s). The DEPARTMENT and CFX shall maintain the area of the Improvements, at all times during the construction. The DEPARTMENT and CFX shall coordinate any work needs of the other party during construction of the Improvements. Each party shall provide advance notice to and coordinate with the other party's Maintenance staff prior to commencement of any maintenance or repair activities during construction or for post-construction maintenance in the future.

4. Each party shall notify the other party a minimum of 48 hours before beginning construction within the other party's right of way. Each party shall notify the other party should construction be suspended for more than 5 working days.

5. The parties shall require that contractors, and shall require of their contractors that all subcontractors working in connection with the Improvements, will possess insurance coverage as stated in the applicable current edition of DEPARTMENT's Standard Specifications for Road and Bridge Construction, Section 7-13 titled "Insurance" naming the DEPARTMENT and CFX as additional insured and insuring the DEPARTMENT and CFX against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of DEPARTMENT's or CFX's contractors and/or subcontractors, as the case may be, accessing the DEPARTMENT's and CFX's right of way and such party's performance within the DEPARTMENT's and CFX's right of way. Additionally, any such contractors and subcontractors shall supply the parties with a payment and performance bond in the

amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the parties. The bond and insurance shall remain in effect until completion of construction and acceptance by DEPARTMENT and CFX. Prior to commencement of the Projects and on such other occasions as either party may reasonably require, the DEPARTMENT or CFX shall provide the other with certificates documenting that the required insurance coverage with its contractors and subcontractors is in place and effective.

6. The parties shall ensure all of its contractors providing services hereunder promptly indemnify, defend, save and hold harmless DEPARTMENT and CFX and all of DEPARTMENT'S and CFX's officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to services to be provided pursuant to this Agreement or any breach of this Agreement caused by such contractors including, without limitation, performance of the Projects within the DEPARTMENT's and CFX's right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by any DEPARTMENT or CFX contractor and such contractors' respective officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the DEPARTMENT or CFX, or any of their contractors or the respective officers, agents, employees or representatives of each will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or CFX or any of its officers, agents or employees. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. The DEPARTMENT's or CFX's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities given by any DEPARTMENT or CFX contractor in connection with the Projects shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT or CFX and such insurance coverage shall not be deemed a limitation of the indemnities to the DEPARTMENT or CFX set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

7. The DEPARTMENT and CFX shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of construction operation and subsequent post-construction maintenance obligations of the Improvements in accordance with the applicable current edition of the DEPARTMENT Standard Specifications. The MOT plan shall be in accordance with the applicable current version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the DEPARTMENT or CFX that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer registered in the State of Florida. MOT plans, including lane closure times, will require approval by the DEPARTMENT and CFX prior to implementation. In the event that emergency maintenance of the Improvements is necessary, the party requesting maintenance access shall notify the other party in writing of such emergency no less than 24 hours in

advance. The party requesting such access shall dispatch its maintenance contractor to perform such emergency repairs as soon thereafter as is reasonably feasible. The DEPARTMENT and CFX shall regularly inspect the MOT established within each party's construction or maintenance area to ensure conformity with the approved MOT plan. If lane closures are required during construction or maintenance, they must comply with the provisions as outlined in the Florida's Turnpike Enterprise "Lane Closures Policy and Procedures". This policy is available at the end of Chapter 10, Volume 1 of the Turnpike Plans and Preparation and Practices Handbook (TPPPH), which can be found electronically at <http://design.floridasturnpike.com> within the Design Manuals section, or by contacting the Traffic Operations Center in Ocoee at (407) 264-3363. In the case of extreme traffic or weather conditions, the DEPARTMENT may be required to remove lane closure operation from the roadway and/or right of way. Compliance with the Florida's Turnpike Enterprise U-turn policy must also be adhered to and this document can be found electronically at: http://design.floridasturnpike.com/prod_design/roadway/roadwayguidedrawings.html. No U-Turns will be permitted on CFX right of way. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

8. The parties will be responsible for ensuring that all permits required by the State of Florida, local governmental entities or agencies or other agencies are obtained; that all existing utilities have been located, that all utility locations are appropriately documented on the construction plans; and that all utility conflicts have been fully resolved directly with the applicable utility entity/agency/owner. The parties shall require each of its contractors to comply with the Sunshine 811 procedures (Sunshine State One Call) prior to any excavation work within the Improvements areas.

9. It is hereby agreed by the parties that this Agreement creates a permissive use only and all Improvements resulting from this Agreement shall become the property of each respective party as set forth in this Agreement. Neither the granting of permission by each party to use each other's right of way, nor the placing of facilities or Improvements upon the property of the other shall operate to create or vest any property right to or in the parties. Each party shall not acquire any right, title, interest or estate in the other party's right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, each party's use, occupancy, maintenance, or possession of the other party's right of way. The provisions of the paragraph shall survive the termination of this Agreement, in accordance with the laws of the State of Florida.

10. The DEPARTMENT and CFX shall perform, or cause to be performed, any required testing associated with the design and construction of each party's portion of the Projects. Testing results shall be made available to each party upon reasonable request by the other party. Each party shall have the reasonable right to perform its own independent testing during the course of the Projects, at its sole expense and as coordinated with the other party.

11. The DEPARTMENT and CFX shall exercise the rights granted herein and shall otherwise perform this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, CFX, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, and local governmental entities.

12. If DEPARTMENT or CFX reasonably determines a condition exists that is a result of the Projects within its right of way which threatens the public's safety, the party alleging such may, at its reasonable discretion, cause construction operations to cease and immediately have any potential hazards removed from the right of way at the sole cost, expense, and effort of the other party.

13. Each party shall be responsible to maintain and restore all features, if any, that might require relocation within the other party's right of way, and that are not included in the Improvements as part of the Projects, at the sole cost and expense of each party.

14. The DEPARTMENT and CFX each will be responsible for clean up or restoration required to correct any environmental or health concerns that may result from construction operations.

15. The DEPARTMENT and CFX shall not cause any liens or encumbrances to attach to any portion of each other's right of way.

16. Upon completion of construction, the parties will be required to submit to one another final as-built plans and an engineering certification that construction was completed in accordance with those plans. Prior to the termination of this Agreement, the DEPARTMENT and CFX shall remove their presence, including, but not limited to, DEPARTMENT and CFX property, machinery, and equipment from the other party's right of way and, other than Improvements constructed in accordance with the Projects, the DEPARTMENT and CFX shall restore those portions of the other party's right of way disturbed or otherwise altered by the Projects to substantially the same condition that existed immediately prior to the commencement of the Projects. All information pertinent to the installation and /or modification of each party's roadway structures will be provided to the other party for incorporation into its structures records files. This information includes, but is not limited to as-built plans, shop drawings, pile driving records, bridge load rating documents, etc.

17. If either party reasonably determines that the Improvements are not completed in accordance with the provisions of this Agreement, that party shall deliver written notification of such to the other party. The other party shall have thirty (30) days from the date of receipt of the written notice, or such other time as CFX and the

DEPARTMENT mutually agree to in writing, to complete the Improvements and provide the other party with written notice of the same (the "Notice of Completion"). If the other party fails to timely deliver the Notice of Completion, or if it is reasonably determined that the Improvements are not properly completed after receipt of the Notice of Completion, the notifying party, within its reasonable discretion may: 1) provide the other party with written authorization granting such additional time as it deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) in accordance with the final plans, at the other party's sole cost and expense, without liability to the other party for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the notifying party elects to correct the deficiency(ies), it shall provide the other party with an invoice that complies with 287.058, Florida Statutes, for the reasonable actual costs incurred by the notifying party and the other party shall pay the invoice within sixty (60) days of the date of the invoice.

18. Except as further provided herein, DEPARTMENT and CFX and their contractors/subcontractors shall:

- a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CFX during the term of the contract; and
- b. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

(Executive Order Number 11-116). For work done by CFX contractors/subcontractors in CFX right of way, CFX affirms that such contractors/subcontractors are not required to adhere to the requirements of 18.b.

19. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

20. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below:

CONTACT INFORMATION

To CFX:

Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

To Department:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

21. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie within a Circuit Court having jurisdiction over the parties.

22. Neither party may assign, pledge, or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the DEPARTMENT or CFX from delegating their duties hereunder, but such delegation shall not release the DEPARTMENT or CFX from their obligation to perform this Agreement.

23. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. By their signatures below, the parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

26. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

27. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

28. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

29. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

30. This Agreement shall become effective when all parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CFX and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____ [Seal]
Executive Director

Date: _____

ATTEST: _____ [Seal]
Executive Secretary

Legal Review:

BY: _____
General Counsel

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

BY: _____ [Seal]
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

Date: _____

ATTEST: _____ [Seal]
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

F. 2.

SUNRAIL TASK FORCE



CITY OF ORLANDO

OFFICE OF
BUDDY DYER
MAYOR

April 20, 2016

The Honorable Welton Cadwell, Chairman
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

Dear Welton,

As the Chairman of the Central Florida Commuter Rail Commission (CFCRC), I have met with senior staff from FDOT, LYNX, CFX and MetroPlan Orlando to discuss a number of topics regarding SunRail. These meetings have been very helpful in preparing for some important conversations that need to take place with the CFCRC board and policy leaders throughout the region in the year ahead.

The CFCRC Commission has been charged with taking over SunRail operations no later than 2021. FDOT has a seven-year responsibility for SunRail operations. At the March 2, 2016 CFCRC meeting, the board agreed to create a stakeholder taskforce, comprised of funding partners and other transportation agencies, to identify and evaluate issues relating to the transfer of operations of SunRail from FDOT to CFCRC after this seven year period.

This taskforce, assisted by FDOT, will work together to develop and identify strategies to ensure the continued successful operation and maintenance of SunRail after the FDOT Funding Period. Such strategies may include placement of the Commission's rights and obligations under the SunRail Agreements, within or merged with the auspices of one of the regional transportation entities.

I am asking for your nomination to represent your agency on the task force.

Thank you for your continued support of transportation projects in Central Florida. Please submit the name and resume of your nominee for the taskforce no later than Friday, May 6, 2016, to Tawny Olore, P.E., SunRail Program Manager, at: Tawny.Olore@dot.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Buddy Dyer".

Buddy Dyer
Mayor

c: Ms. Laura Kelley, Executive Director

F. 3.

ADOPTION OF FINAL 2040 MASTER PLAN



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

2040 Master Plan

May 12, 2016



2040 MASTER PLAN

Major Elements

- Vision, Mission and Policy Profile
- Existing System Needs
- New Expressway Projects
- Multimodal/Intermodal Opportunities





EXISTING SYSTEM NEEDS (FY 2021 - 2040)

Range of Needs

- Additional Capacity
- Interchange Improvements
- Renewal and Replacement

Cost Estimate:

\$2.0 billion (2015 dollars)





NEW EXPRESSWAY PROJECTS

12 Potential Projects

- Congested Corridors
- OCX Master Plan
- East Central Florida Corridor Task Force
- 160 - 170 New Miles

Cost Estimate:

\$6.5 to \$9.0 billion

(2015 dollars)





MULTIMODAL / INTERMODAL OPPORTUNITIES

Center for Urban Transportation Research (CUTR)

- Development of policy recommendations
- Investigation of regional multimodal funding needs
- Recommend a process for periodic review
- Existing multimodal / intermodal opportunities for CFX

Study Underway

- Progress update anticipated at July Board
- Final report in November



MASTER PLAN FINANCIAL SUMMARY

Estimated Costs *(2015 dollars)*

FY 2016 - 2020 Work Plan	\$1.4B
Existing System	\$2.0B
<u>Expansion Projects</u>	<u>\$6.5B - \$9.0B</u>
Total Cost Range*	\$9.9B - \$12.4B

CFX Project Capacity \$6.6B

* Multimodal / Intermodal project costs are not included



REQUESTED ADOPTION

Recommended Motion:

Board adoption of the 2040 Master Plan as presented.

F. 4.

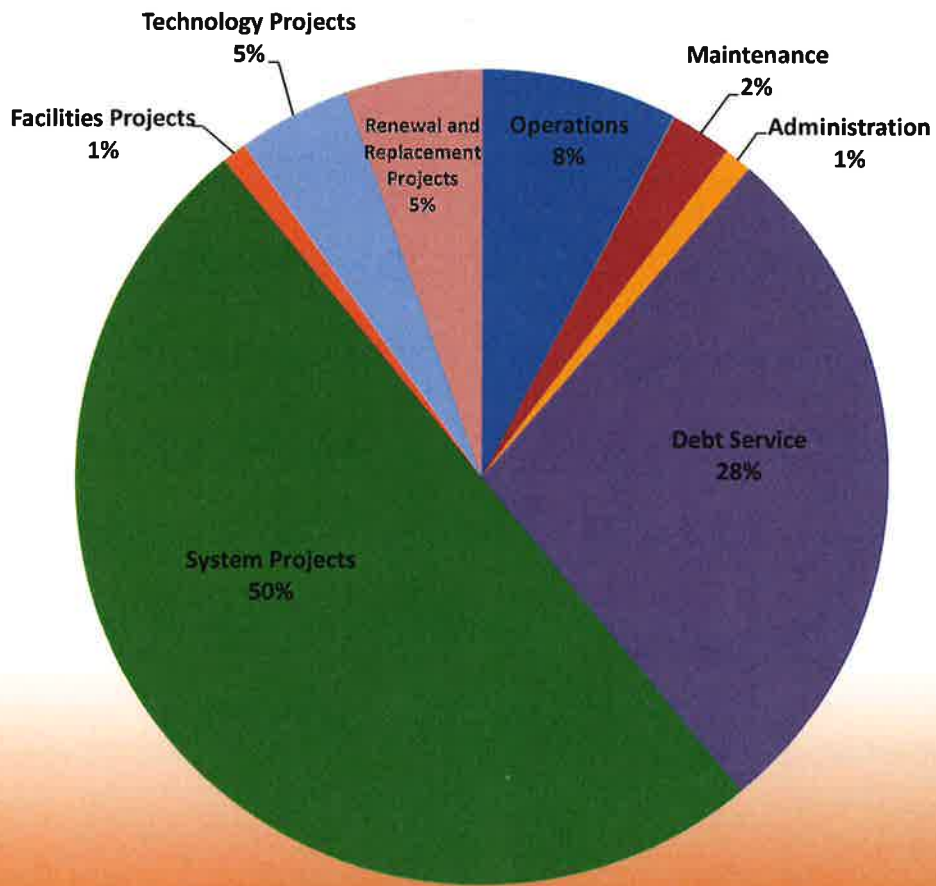
ADOPTION OF BUDGET AND WORK PLAN



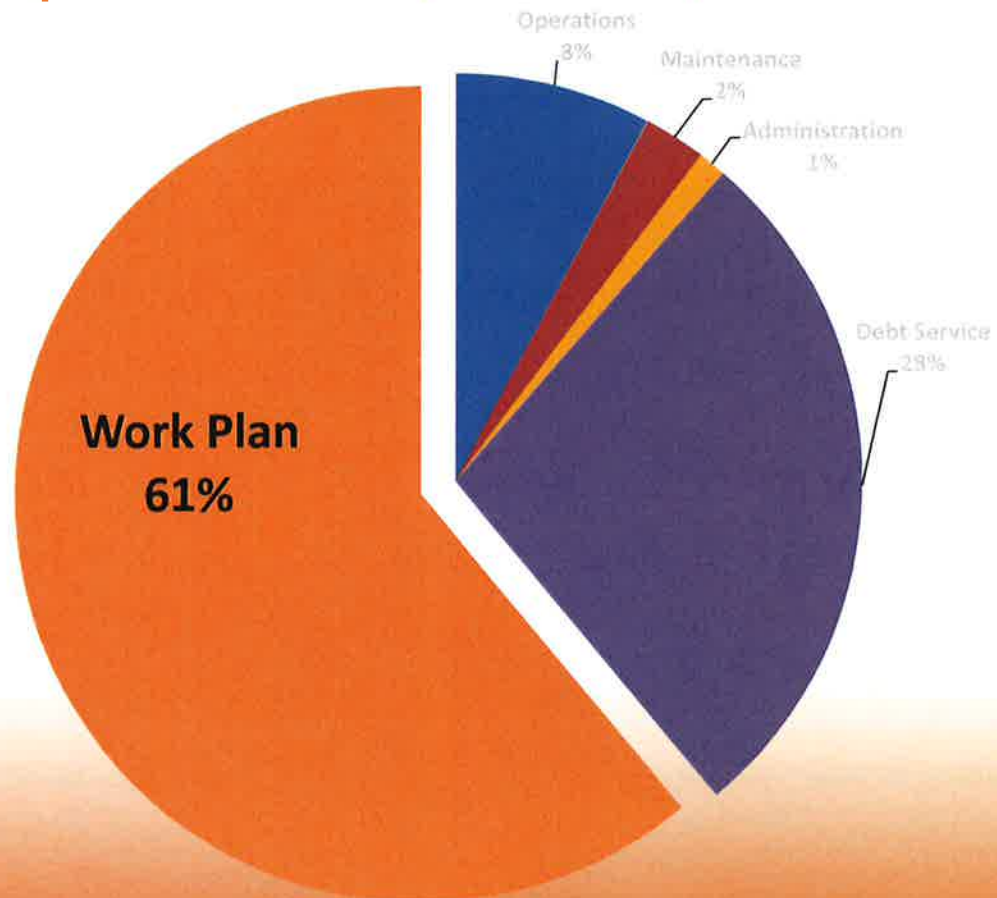
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET
and
FY 2017 - FY 2021 FIVE YEAR WORK PLAN
May 12, 2016

»»» Total Proposed Budget for FY17



Proposed Work Plan for FY17

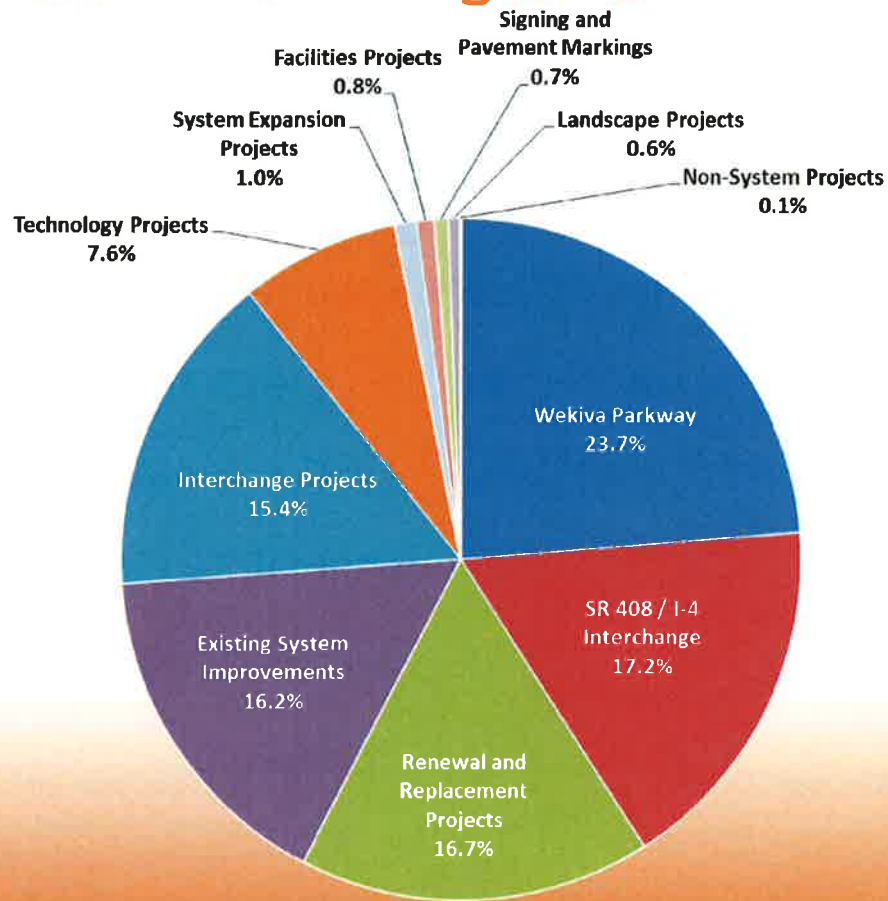


FY 2017-2021 Work Plan

Project Cost Summary (\$000's)	Fiscal Year					Totals
	2016/17	2017/18	2018/19	2019/20	2020/21	
Existing System Improvements	53,119	87,379	40,516	18,240	21,530	220,784
System Expansion Projects	224,560	100,080	11,461	1,156	22	337,279
Interchange Projects	73,029	151,808	126,988	89,805	1,861	443,491
Facilities Projects	6,830	1,411	1,136	1,131	965	11,473
Technology Projects	31,528	45,187	21,945	3,275	1,322	103,257
Signing and Pavement Markings	870	2,940	2,362	2,064	768	9,004
Renewal and Replacement Projects	38,487	75,382	38,903	29,125	45,872	227,769
Landscape Projects	1,500	1,500	1,500	1,500	1,500	7,500
Non-System Projects	0	1,064	0	0	0	1,064
TOTALS	429,923	466,751	244,811	146,296	73,840	1,361,621



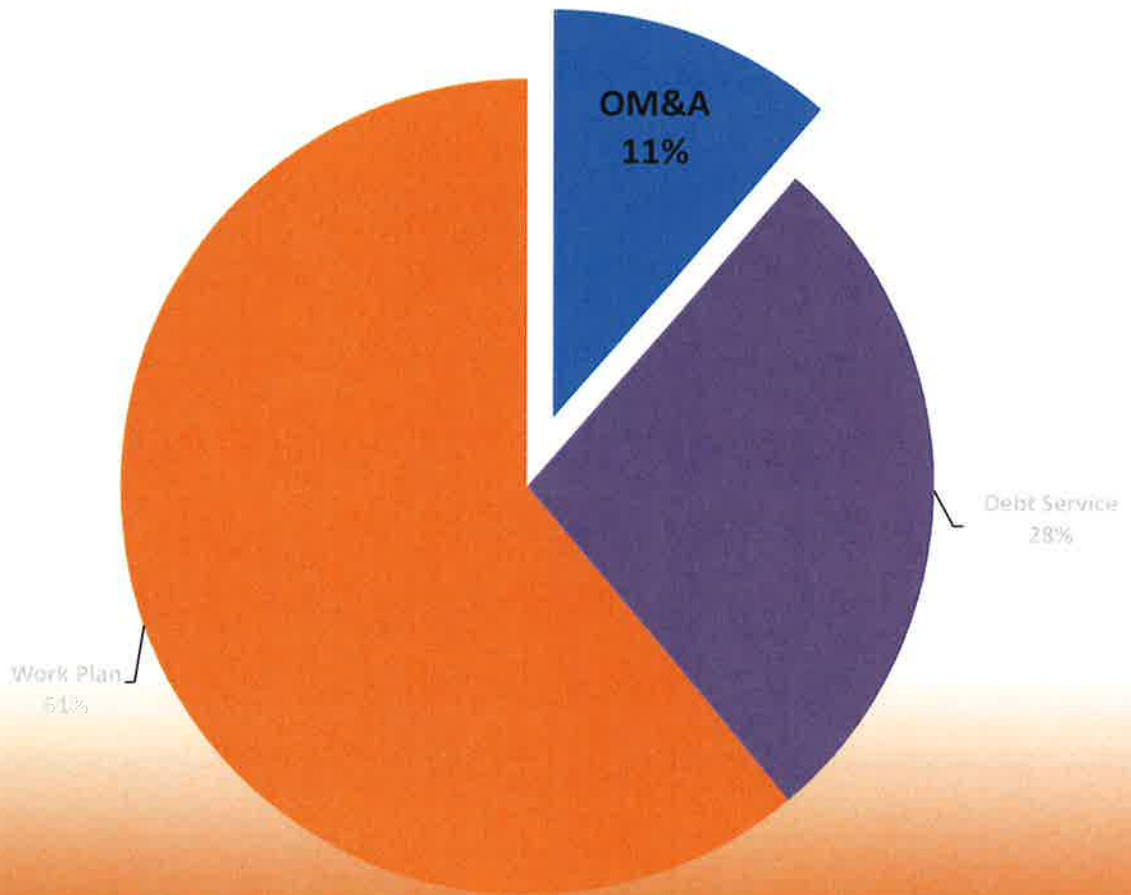
Work Plan Funding Distribution



Revisions from Draft Work Plan

- Minor updates to project schedules
- Minor updates to project costs
- No new or deleted projects

Proposed OM&A for FY17



Budget Comparison

	FY 2016 <u>Budget</u>	FY 2017 <u>Budget</u>	<u>Change</u>	<u>%</u>
Operations	\$44,464,857	\$52,180,150	\$7,715,293	17.4%
Maintenance	16,367,878	17,131,201	763,323	4.7%
Administration	6,647,942	7,811,620	1,163,678	17.5%
Other Operating	2,675,731	2,669,000	(6,731)	-0.3%
Total Budget	70,156,408	79,791,971	9,635,563	13.7%
Capital Expenditures and Projects	\$862,920	\$425,460	(\$437,460)	-50.7%



FY16 Year End Projection compared to FY17 Budget

	<u>FY 2016</u> <u>Projection</u>	<u>FY 2017</u> <u>Budget</u>	<u>Change</u>	<u>%</u>
Operations	\$40,293,147	\$52,180,150	\$11,887,003	29.5%
Maintenance	15,620,119	17,131,201	1,511,082	9.7%
Administration	6,274,948	7,811,620	1,536,672	24.5%
Other Operating	2,456,482	2,669,000	212,518	8.7%
Total Budget	64,644,696	79,791,971	15,147,275	23.4%
Capital Expenditures and Projects	\$845,594	\$425,460	(\$420,134)	-49.7%

FY16 Year End Projection

- Expecting to end FY16 8% under budget
- Without transaction fee
 - FY16 - 3% under budget
 - FY17 Budget - 10% increase

Revisions From Draft OM&A Budget

- Increase in insurance
- Increase in internal audit
- Decrease in cost of transponders sold

Total net decrease of \$1,037,407

Financial Planning Model Results

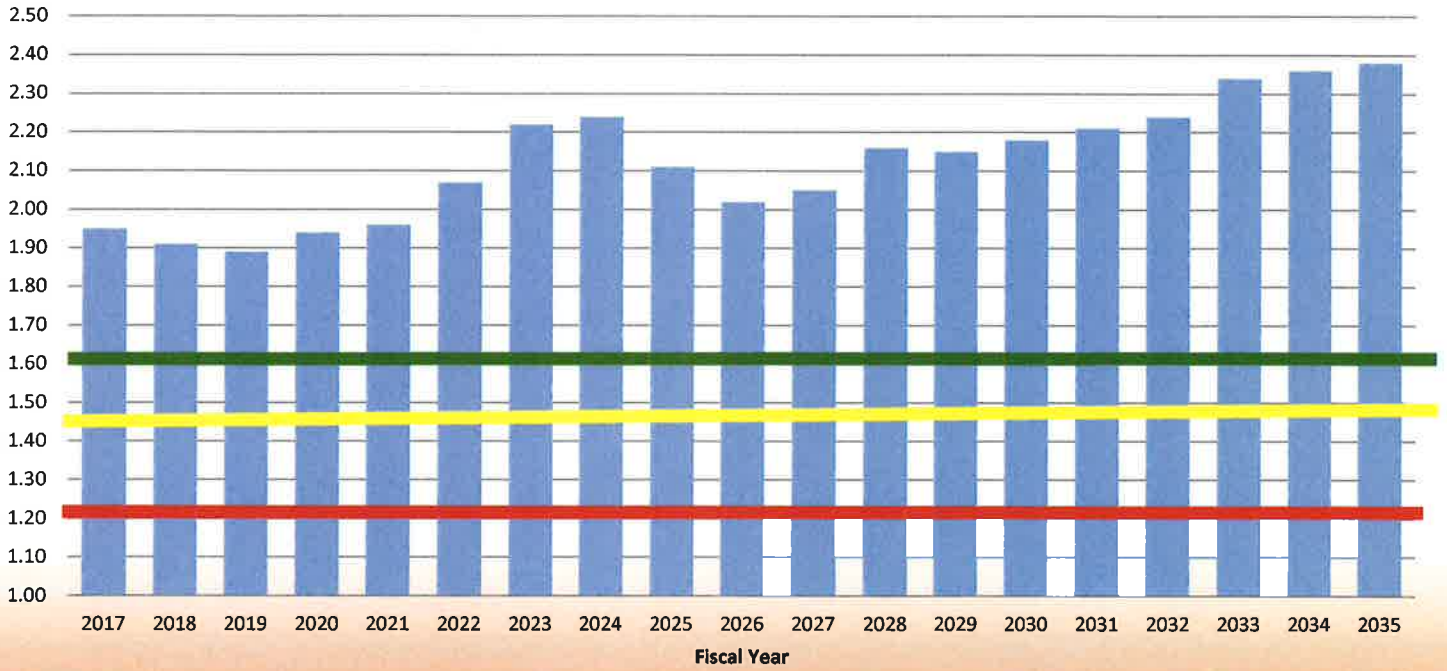
Requires additional debt

- Approximately \$627 million
 - FY18 - \$241 million
 - FY19 - \$134 million
 - FY24 - \$32 million
 - FY26 - \$27 million
- Finances approximately 26% of project expenditures over the 10 year period

Debt coverage ratios meets 1.60 planning target

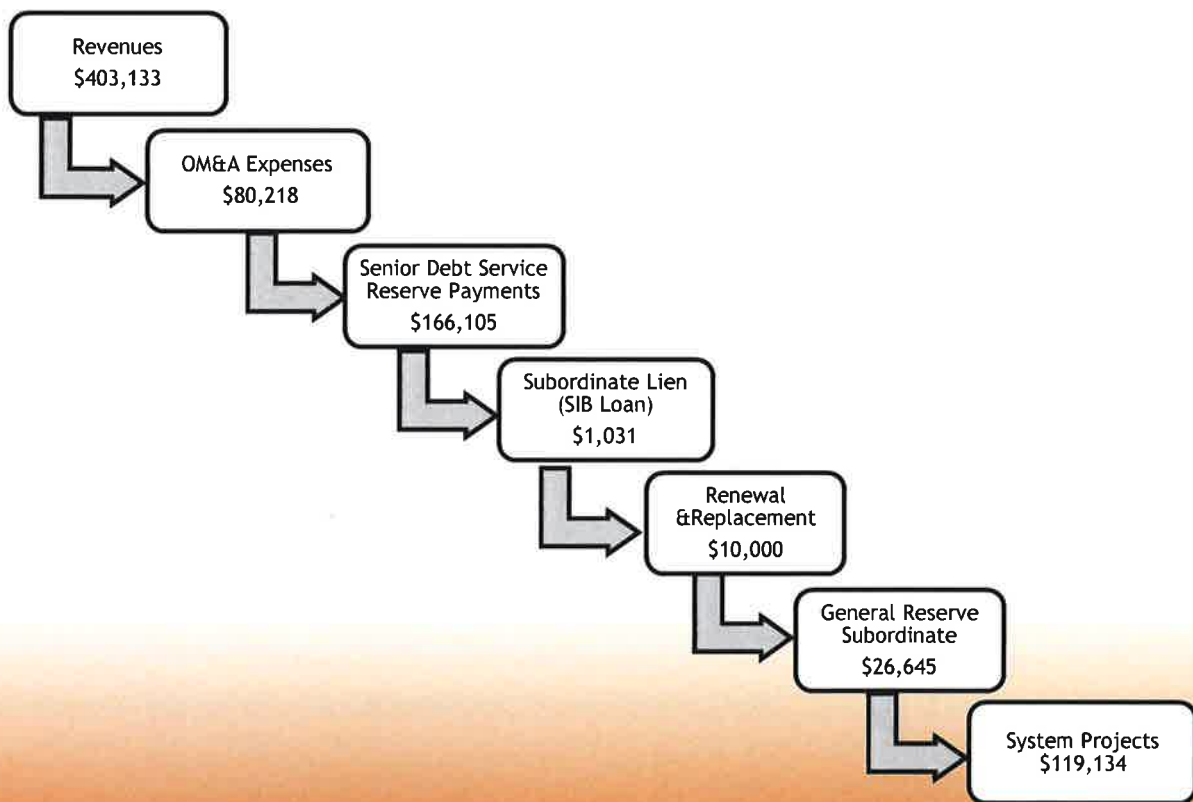


Projected Senior Lien Debt Service Ratio



— CFX Planning Target — CFX Board Policy — CFX Bond Covenants

»»» Flow of Funds In Thousands (\$000's)



Requested Approval

Recommended Motion

Board approval of fiscal year 2017 Operations, Maintenance and Administration Budget and fiscal years 2017-2021 Five Year Work Plan.

Central Florida Expressway Authority
Five-Year Work Plan
Category Summary

Category	Project Cost (thousand \$)							Total
	Fiscal Year							
	16/17		17/18		18/19	19/20	20/21	
	E	U	E	U	U	U	U	
Existing System Improvements	4,010	49,109	0	87,379	40,516	18,240	21,530	220,784
System Expansion Projects	148,576	75,984	26,344	73,736	11,461	1,156	22	337,279
Interchange Projects	72,407	622	31,839	119,969	126,988	89,805	1,861	443,491
Facilities Projects	5,078	1,752	0	1,411	1,136	1,131	965	11,473
Technology Projects	15,236	16,292	23,708	21,479	21,945	3,275	1,322	103,257
Signing and Pavement Markings	0	870	0	2,940	2,362	2,064	768	9,004
Renewal and Replacement Projects	18,641	19,846	0	75,382	38,903	29,125	45,872	227,769
Landscape Projects	0	1,500	0	1,500	1,500	1,500	1,500	7,500
SUB TOTALS	263,948	165,975	81,891	383,796	244,811	146,296	73,840	
TOTALS		429,923		465,687	244,811	146,296	73,840	1,360,557
Non-System Project (Goldenrod Road)	0	0	0	1,064	0	0	0	1,064
GRAND TOTALS		429,923		466,751	244,811	146,296	73,840	1,361,621

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Existing System Improvements Summary

Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phase Funded		
		From	To	Length (miles)	Work Description	16/17		17/18		18/19			19/20	20/21
						E	U	E	U	E			U	E
25	SR 408 Widening from Good Homes to East of Highway	Good Homes Road	East of Highway Road	1.8	Add Lanes, Mill and Resurface	0	12,633	0	0	0	0	0	SP	Bidding & Construction
26	SR 408 Widening from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Add Lanes, Mill and Resurface	2,638	9340	0	16,315	18,101	0	0	SP	Design & Construction
27	SR 413 Widening from Flamingo County Line	Flamingo/Jessie Lee Trail	County Line	2.3	Add Lanes, Mill and Resurface	0	2,100	0	11,054	16,907	0	0	SP	Design & Construction
28	SR 528 Widening from Wasson Road to SR 417	Wasson Road	SR 417	1.9	Add Lanes, Mill and Resurface	0	0	0	355	6,278	0,660	0	SP	Design & Construction
29	SR 528 / SR 406 Bridge Deck Replacement	-	-	-	Bridge Deck Replacement	0	4,285	0	9,044	0	0	0	SP	Design & Construction
30	SR 528 Egan River Bridge	-	-	-	Bridge Replacement & Widening	200	6,145	0	12,266	0	0	0	SP	Design & Construction
31	Systemwide Safety and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	824	0	300	300	300	100	SP	Design & Construction
32	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	150	0	130	150	150	150	SP	Design & Construction
33	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	150	0	130	150	150	150	SP	Design & Construction
34	Systemwide Roadway Lighting	-	-	-	Lighting Rehabilitation	0	5,740	0	130	150	150	150	SP	Design & Construction
35	SR 417 / SR 528 Ramp Improvements	-	-	-	Ramp Improvements	217	3,150	0	2,596	0	0	0	SP	Design, ROW & Construction
36	SR 429 / SR 335 Southbound On Ramp Improvements	-	-	-	On Ramp Improvements	0	441	0	4,563	0	0	0	SP	Design & Construction
37	SR 413 / Curry Ford Road Southbound On Ramp Improvements	-	-	-	On Ramp Improvements	0	1,893	0	0	0	0	0	SP	Bidding & Construction
38	SR 417 / Phelan Center	-	-	-	Backup Data Center	830	0	0	0	0	0	0	SP	Design-Build
39	2040 CPX Master Plan	-	-	-	Master Plan Study	80	0	0	0	0	0	0	SP	Master Plan Study
40	SR 417 Widening from International Drive to John Young Parkway	International Drive	John Young Parkway	3.6	Add Lanes, Mill and Resurface	0	0	0	0	1,300	5,929	0	SP	Design & Partial Construction
41	SR 417 Widening from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Add Lanes, Mill and Resurface	0	0	0	0	0	2,983	10,107	SP	Design & Partial Construction
42	SR 429 Widening from Plant Street to West Road	Plant Street	West Road	2.7	Add Lanes, Mill and Resurface	0	0	0	0	0	1,700	0	SP	Design
43	SR 429 Widening from Phelan's Pumpkins to Plant Street	Phelan's Pumpkins / SR 40	Plant Street	1.5	Add Lanes, Mill and Resurface	0	0	0	195	597	4,555	2,278	SP	Design & Construction
44	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	100	0	300	300	300	300	SP	Multimodal/Intermodal Study
45	SR 417 Widening - Clary Fork to Lake Underhill Landscaping	Clary Ford Road	Lake Underhill Road	1.6	Landscaping	0	180	0	299	21	0	0	SP	Design, Installation & Maintenance
46	SR 408 / SR 417 Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	0	620	551	SP	Design, Installation & Partial Maintenance
47	SR 417 / Phelan's Pumpkins Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	0	-451	407	SP	Design, Installation & Partial Maintenance
Unencumbered Total						0	0	0	0	0	0	0		
Unencumbered Total						49,500	87,379	40,516	18,240	21,530				
TOTALS						53,119	87,379	40,516	18,240	21,530				

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E - Encumbered costs from projects under contracts from previous fiscal year
U - Unencumbered costs

**Central Florida Expressway Authority
Five-Year Work Plan
System Expansion Projects Summary**

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded	
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21			
							E	U	E	U	U	U	U			
48	429-200F	SR 429 / SR 414 Interchange Landscape	-	-	-	Landscaping	20	0	5	0	0	0	0	0	SP	Maintenance
49	429-200G	SR 429 / SR 414 Interchange Landscape Phase II	-	-	-	Landscaping	0	947	0	846	21	5	0	SP	Design, Installation & Maintenance	
50	408-254	SR 408 Eastern Extension	Challenger Parkway	SR 520	7.3	New Expressway	1,100	802	0	2,376	0	0	0	SP	PD&E & 15% Line & Grade	
51	528-215	SR 528 / Northeast District Connector Study	SR 528	Northeast District	8.0	New Expressway	0	835	0	273	0	0	0	SP	Concept, Feasibility & Mobility Study	
52	-	Expansion Projects	-	-	-	New Expressway	0	4,008	0	2,123	750	0	0	SP	Concept, Feasibility & Mobility Study	
53	-	Wekiva Parkway Section 1A Landscaping	US 441 Interchange	North of Ponkan	-	Landscaping	0	42	0	1,352	21	21	0	SP	Design, Installation & Maintenance	
54	-	Wekiva Parkway Section 1B Landscaping	North of Ponkan Road	North of Kelley Park Road	-	Landscaping	0	0	0	58	1,811	22	22	SP	Design, Installation & Maintenance	
55	429-202	Wekiva Parkway Section 1A	US-441 Interchange	North of Ponkan Road	2.3	New Expressway	32,810	0	0	0	0	0	0	SP / CF	Construction	
56	429-203	Wekiva Parkway Section 1B	North of Ponkan Road	North of Kelly Park Road	2.3	New Expressway	25,173	0	0	0	0	0	0	SP / CF	Construction	
57	429-204	Wekiva Parkway Section 2B	North of Kelly Park Road	East of CR 437 and North to Lake County Line	2.0	New Expressway	54,678	0	26,339	0	0	0	0	SP / CF	Construction	
58	429-205	Wekiva Parkway Section 2A	East of CR 437	East of Mt. Plymouth Road	2.0	New Expressway	34,795	0	0	18,544	0	0	0	SP / CF	Construction	
59	429-206	Wekiva Parkway Section 2C	Lake County Line	SR 46 East of Round Lake Road	1.3	New Expressway	0	37,882	0	20,870	0	0	0	SP / CF	Construction	
60	-	SR 429 - Wekiva Parkway (Right of Way)	US 441	East of Mt. Plymouth Road and onrthwest to SR 46	-	New Expressway	0	31,468	0	27,292	8,858	1,108	0	SP / CF	Right of Way	
Encumbered Total							148,576		26,344							
Unencumbered Total								75,984		73,736	11,461	1,156	22			
TOTALS							224,560		100,080		11,461	1,156	22			

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal year
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Interchange Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded			
			From	To	Length (miles)	Work Description	16/17		17/18		18/19			19/20	20/21	
							E	U	E	U	U			U	U	
61	253F	SR 408/SR 417 Interchange (Phase I)	SR 408/SR 417	Lake Underhill Road	-	Add Ramps, Mill and Resurface	30,276	0	0	0	0	0	0	SP	Construction	
62	253G	SR 408/SR 417 Interchange (Phase II)	SR 408/SR 417	Lake Underhill Road	-	Add Ramps, Mill and Resurface	0	282	0	35,779	35,779	0	0	SP	Design, Bidding & Construction	
63	429-305	SR 429 / Schofield Road Interchange	-	-	-	Landscaping	0	12	0	424	21	16	0	SP	Design, Installation & Maintenance	
64	417-301C	SR 417 / Boggy Creek Road Interchange (Phase III) Landscaping	-	-	-	Landscaping	0	53	0	857	21	16	0	SP	Design, Installation & Maintenance	
65	528-313	SR 528 / Innovation Way Interchange	Innovation Way	Aerospace Parkway	-	New Interchange	41,167	0	30,875	1,406	0	0	0	SP	Design-Build	
66	-	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	964	0	964	75,000	75,964	80,968	0	SP	Contribution & Corridor Consultant	
67	-	SR 429 New Interchange Studies	-	-	-	Interchange Studies and Design	0	275	0	6,503	15,203	8,014	0	SP	Concept Study & Design	
68	-	SR 417 / Narcoossee Road Ultimate Interchange	-	-	-	Concept Study	0	0	0	0	0	441	1,544	SP	Concept Study & Design	
69	-	SR 528 Innovation Way Landscaping	-	-	-	Landscaping	0	0	0	0	0	350	317	SP	Design, Installation & Partial Maintenance	
Encumbered Total							72,407		31,839							
Unencumbered Total								622		119,969	126,988	89,805	1,861			
TOTALS							73,029		151,808	126,988	89,805	1,861				

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal year
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Facilities Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *						Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20			20/21	
							E	U	E	U	U	U			U	
70	528-405	SR 528 Airport Toll Plaza Demolition	Boggy Creek Road	SR 436	2.1	Demolish Existing Mainline Toll Plaza	1,436	0	0	0	0	0	0	SP	Construction	
71	-	SR 528 Airport Frontage Landscaping	Boggy Creek Road	SR 436	2.1	Landscaping	0	0	0	248	21	16	0	SP	Design, Installation & Maintenance	
72	-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	100	0	100	100	100	100	SP	Design & Construction	
73	-	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	660	0	343	343	343	343	SP	Design & Construction	
74	-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	212	0	88	150	150	0	SP	Design & Construction	
75	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	240	0	240	240	240	240	SP	Design & Construction	
76	-	Systemwide UPS Replacements	-	-	-	UPS Replacements	0	110	0	110	0	0	0	SP	Installation	
77	-	Miscellaneous CFX Headquarters Improvements	-	-	-	Miscellaneous Projects	3,642	0	0	280	280	280	280	SP	Miscellaneous Projects	
78	599-411	CFX Headquarters Parking Lot Lighting and Sealing	-	-	-	Miscellaneous Projects	0	430	0	0	0	0	0	SP	Bidding & Installation	
Encumbered Total							5,078		0							
Unencumbered Total								1,752		1,411	1,136	1,131	965			
TOTALS							6,830			1,411	1,136	1,131	965			

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Technology Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *										Fund Source	Project Phases Funded	
			From	To	Length (miles)	Work Description	16/17		17/18		18/19		19/20		20/21				
							E	U	E	U	E	U	E	U	E	U			
	79	408-509	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	100	0	50	50	50	50	50	SP	Utility Adjustments		
	80	-	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	0	0	0	SP	Partnership Contributions		
	81	-	ITS Network Upgrade Phase II	-	-	-	Re-splice Network Physical Architecture	0	1,047	0	896	0	0	0	0	SP	Design & Construction		
	82	-	Wekiva Parkway CCTV Deployment Sections 1A & 1B	-	-	-	CCTV Cameras	0	151	0	774	690	0	0	0	SP	Design & Construction		
	83	-	Wekiva Parkway CCTV Deployment Sections 2A, 2B & 2C	-	-	-	CCTV Cameras	0	0	0	324	1,491	493	0	0	SP	Design & Construction		
	84	-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	662	0	662	0	0	0	0	SP	Implementation		
	85	-	Supplemental DCS and CCTV Deployment	-	-	-	Deploy DCS and CCTV Cameras	0	279	0	3,010	2,844	0	0	0	SP	Design & Construction		
	86	599-526	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures at selected ramps	2,444	1,782	0	1,701	0	0	0	0	SP	Design & Construction		
	87	-	Connected Vehicle Pilot Concept	-	-	-	Connected Vehicle Pilot Concept	0	250	0	250	0	0	0	0	SP	Concept		
	88	-	Headquarters Security Cameras	-	-	-	Security Cameras	0	610	0	0	0	0	0	0	SP	Design & Construction		
	89	-	Geolocation of Field Utilities	-	-	-	Geolocation	0	163	0	133	0	0	0	0	SP	Design & Implementation		
	90	599-902	Toll Collection System Upgrade	-	-	-	System Upgrade	12,792	0	23,708	0	16,688	2,732	1,272	0	SP	Implementation & Testing		
	91	-	Toll Network System Replacements & Upgrades	-	-	-	Replacements & Upgrades	0	394	0	0	0	0	0	0	SP	Design & Implementation		
	92	-	Software - Hardware Replacements & Upgrades	-	-	-	Replacements & Upgrades	0	165	0	1,240	0	0	0	0	SP	Design & Implementation		
	93	-	eCommerce Mobile Application	-	-	-	Mobile Application	0	793	0	0	0	0	0	0	SP	Design & Implementation		
	94	-	Back Office - E-PASS Re-Write	-	-	-	E-PASS Re-Write	0	9,718	0	12,253	0	0	0	0	SP	Design & Implementation		
Encumbered Total								15,236		23,708									
Unencumbered Total									16,292		21,479	21,945	3,275	1,322					
TOTALS								31,528		45,187	21,945	3,275	1,322						

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
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U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Signing and Pavement Markings Summary

Fiscal Year	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
95	-	Systemwide Miscellaneous Signing & Pavement Markings	-	-	-	Signing and Pavement Markings	0	150	0	150	150	150	150	SP	Design & Construction
96	599-624	E-PASS Sign Replacement	-	-	-	Signing	0	588	0	0	0	0	0	SP	Bidding & Construction
97	-	Central Florida Expressway Authority Logo Replacement	-	-	-	Signing	0	0	0	993	869	0	0	SP	Design & Construction
98	-	SR 408 Guide Sign Replacement	-	-	-	Signing	0	132	0	1,734	0	0	0	SP	Design & Construction
99	-	SR 417 Guide Sign Replacement	-	-	-	Signing	0	0	0	63	1,278	602	0	SP	Design & Construction
100	-	SR 414 Guide Sign Replacement	-	-	-	Signing	0	0	0	0	65	1,312	618	SP	Design & Construction
Encumbered Total							0	0	0	0	0	0	0		
Unencumbered Total								870		2,940	2,362	2,064	768		
TOTALS							870	2,940	2,362	2,064	768				

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 1 of 2)

Proj #	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	16/17		17/18		18/19			19/20	20/21
							E	U	E	U	U			U	U
101	417-733	SR 417 Resurfacing	I-Drive	Moss Park	16.8	Mill & Resurface	11,664	0	0	0	0	0	RR	Construction	
102	-	SR 408 Resurfacing	West SR 50	I-4	8.1	Mill & Resurface	0	1,218	0	26,102	0	0	RR	Design & Construction	
103	429-739	SR 429 Resurfacing	Seidel Road	CR 535	8.4	Mill & Resurface	817	4,363	0	13,087	0	0	RR	Design & Construction	
104	528-740	SR 528 Resurfacing	SR 436	Goldenrod Road	1.4	Mill & Resurface	0	2,532	0	2,308	0	0	RR	Design & Construction	
105	528-741	SR 528 Resurfacing	Goldenrod Road	SR 529 (East) / SR 417 Innovation Way (South)	21.7	Mill & Resurface	0	2,179	0	20,058	28,437	0	RR	Design & Construction	
106	-	SR 408 Resurfacing	East of I-4	Lake Underhill Bridge	1.8	Mill & Resurface	0	0	0	3,594	6,293	0	RR	Design & Construction	
107	-	SR 408 Resurfacing	Lake Underhill Bridge	Yucatan Drive	1.8	Mill & Resurface	0	3,669	0	7,298	0	0	RR	Design & Construction	
108	-	SR 414 Resurfacing	SR 429	US 441 (East)	6.5	Mill & Resurface	0	0	0	713	12,013	11,648	RR	Design & Construction	
109	-	SR 417 Resurfacing	Moss Park	Innovation Way	1.0	Mill & Resurface	0	0	0	0	176	3,806	RR	Design & Construction	
110	-	SR 417 Resurfacing	SR 528	Curry Ford Road	4.2	Mill & Resurface	0	0	0	0	432	9,643	RR	Design & Partial Construction	
111	-	SR 417 Resurfacing	SR 408	SR 50	1.6	Mill & Resurface	0	0	0	0	246	5,330	RR	Design & Construction	
112	-	SR 408 Resurfacing	Yucatan Drive	SR 417	2.6	Mill & Resurface	0	0	0	0	443	9,603	RR	Design & Construction	
113	-	SR 408 Resurfacing	Alafaya Trail	SR 50 (East)	1.5	Mill & Resurface	0	0	0	0	98	3,194	RR	Design & Construction	
114	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	290	0	290	290	290	RR	Design & Construction	
115	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	310	0	310	310	310	RR	Design & Construction	
Encumbered Total							12,481		0						
Unencumbered Total								14,561	69,453	33,520	23,933	40,018			
SUB-TOTALS (Page 1)							27,042		69,453	33,520	23,933	40,018			

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Renewal and Replacement Projects Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	16/17		17/18		18/19			19/20	20/21
							E	U	E	U	U			U	U
	-	Systemwide Bridge Projects	*	*	*	Misc. Structural Projects	0	434	0	434	434	434	434	RR	Design & Construction
	-	Systemwide Coatings	*	*	*	Painting & Inspections	0	3,450	0	1,910	1,910	1,910	1,910	RR	Design & Construction
	-	Systemwide Fence Projects	*	*	*	Fencing Replacement	0	250	0	250	250	250	250	RR	Construction
	-	Systemwide Bridge Joint & Approach Slab Projects	*	*	*	Concrete Pavement Projects	0	100	0	100	100	100	100	RR	Design & Construction
	-	Systemwide Reflective Pavement Markers & Thermo Striping	*	*	*	RPM Replacement & Striping	0	130	0	173	193	133	150	RR	Design & Construction
	-	Systemwide Trailblazer Upgrades	*	*	*	Signaling Upgrades	0	620	0	1,160	1,160	1,460	810	RR	Design & Construction
	-	Systemwide Signing Replacement Projects	*	*	*	Signage Improvements	0	150	0	1,743	1,173	740	2,200	RR	Design & Construction
	599-525	Single Line DMS Upgrade	*	*	*	Upgrade DMS	6,160	0	0	0	0	0	0	RR	Design & Construction
	-	Traffic Management CCTV Upgrade	*	*	*	Migration to IP Traffic Management Camera	0	151	0	153	159	163	0	RR	Implementation
Encumbered Total							6,160		0						
Unencumbered Total								5,283		5,929	5,383	5,192	5,854		
SUB-TOTALS (Page 2)							11,445		5,929	5,383	5,192	5,854			
TOTALS							38,487		75,382	38,903	29,125	45,872			

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal year
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Landscape Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	16/17		17/18		18/19			19/20	20/21
							E	U	E	U	U			U	U
125	-	Systemwide Discretionary Landscape Projects	-	-	-	Landscaping	0	1,500	0	1,500	1,500	1,500	1,500	SP	Design & Construction
Encumbered Total							0		0						
Unencumbered Total								1,500		1,500	1,500	1,500	1,500		
TOTALS								1,500		1,500	1,500	1,500	1,500		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan
Non-System Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands \$) by Fiscal Year *					Fund Source	Project Phases Funded		
			From	To	Length (miles)	Work Description	16/17		17/18		18/19			19/20	20/21
							E	U	E	U	U			U	U
126	800-903E	Goldenrod Road Resurfacing	Leo Vista	Narcoossee Road	0.9	Mill & Resurface	0	0	0	1,064	0	0	0	NSP	Construction
Encumbered Total							0	0	0	0	0	0			
Unencumbered Total							0	0	1,064	0	0	0			
TOTALS							0	0	1,064	0	0	0			

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2021. In general, all other costs escalated at an average of 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal year
U = Unencumbered costs

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Years Ended June 30,					
	Budget 2016	Projected 2016	Budget 2017	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$345,800,000	390,347,000	\$392,100,000	\$46,300,000	0%	13%
Fees Collected via Pay by Plate and UTC's	5,033,000	6,574,000	5,695,900	662,900	-13%	13%
Transponder sales	65,054	117,247	488,767	423,713	317%	651%
Other Operating	2,139,103	1,229,000	1,408,974	(730,129)	15%	-34%
Interest	1,899,109	3,125,000	2,446,481	547,372	-22%	29%
Miscellaneous	950,217	950,217	993,086	42,869	5%	5%
Total revenues	355,886,483	402,342,464	403,133,208	47,246,725	0%	13%
Expenses:						
Operations	44,464,857	40,293,147	52,180,150	7,715,292	30%	17%
Maintenance	16,367,878	15,620,119	17,131,201	763,323	10%	5%
Administrative	6,647,942	6,274,948	7,811,620	1,163,679	24%	18%
Other Operating	2,675,731	2,456,482	2,669,000	(6,731)	9%	0%
Total expenses	70,156,408	64,644,696	79,791,971	9,635,562	23%	14%
Add deposits into OMA reserve	971,708	971,708	1,073,342	101,634	10%	10%
Less advances for operations and maintenance expenses received from the FDOT	(8,724,863)	(7,643,720)	(6,603,119)	2,121,744	-14%	-24%
Net expense	62,403,253	57,972,684	74,262,194	11,858,941	28%	19%
Net revenues, as defined, plus payments received from the FDOT	293,483,230	344,369,780	328,871,014	35,387,784	-5%	12%
Senior debt service payments*	137,680,216	137,680,216	166,105,477	28,425,261	21%	21%
Subordinate Lien (SIB Loan)	2,512,500	2,512,500	1,031,300	(1,481,200)	-59%	-59%
General Reserve subordinate payments	20,000,000	20,000,000	20,000,000	-	0%	0%
SunTrust Bank Loan Payment	1,399,722	1,399,722	6,644,722	5,245,000	375%	375%
Total debt payments plus FDOT repayments	161,592,438	161,592,438	193,781,499	32,189,061	20%	20%
County gas tax pledge	9,005,980	9,274,719	-	(9,005,980)	-100%	-100%
Subordinate debt service ratio of net revenues to total debt payment	1.82	2.13	1.70	-0.12	-20%	-6.6%
Senior debt service ratio of net revenues to debt service	2.13	2.50	1.98	-0.15	-0.21	-7.1%
Debt service ratio of total pledged revenues to debt service**	2.20	2.57	N/A			

* Per Bond Resolution Calculation.

** This calculation applies only to the 1990 Series bonds, which are covered by the County's gas tax pledge.

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis (Includes Capitalized Items)

	Years Ended June 30,					
	Budget 2016	Projected 2016	Budget 2017	\$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	\$345,800,000	390,347,000	\$392,100,000	\$46,300,000	0%	13%
Fees Collected via Pay by Plate and UTC's	5,033,000	6,574,000	5,695,900	662,900	-13%	13%
Transponder sales	65,054	117,247	488,767	423,713	317%	651%
Other Operating	2,139,103	1,229,000	1,408,974	(730,129)	15%	-34%
Interest	1,899,109	3,125,000	2,446,481	547,372	-22%	29%
Miscellaneous	950,217	950,217	993,086	42,869	5%	5%
Total revenues	355,886,483	402,342,464	403,133,208	47,246,725	0%	13%
Expenses:						
Operations	44,464,857	40,293,147	52,180,150	7,715,292	30%	17%
Maintenance	16,367,878	15,620,119	17,131,201	763,323	10%	5%
Administrative	6,647,942	6,274,948	7,811,620	1,163,679	24%	18%
Other Operating	2,675,731	2,456,482	2,669,000	(6,731)	9%	0%
Total expenses	70,156,408	64,644,696	79,791,971	9,635,562	23%	14%
Debt service payments	140,722,708	140,722,708	166,105,477	25,382,769	18%	18%
Subordinate Lien (SIB Loan)	2,512,500	2,512,500	1,031,300	(1,481,200)	-59%	-59%
General Reserve subordinate payments	20,000,000	20,000,000	20,000,000	-	0%	0%
SunTrust Bank Loan Payment	1,399,722	1,399,722	6,644,722	5,245,000	375%	375%
Renewal and Replacement Reserve	25,000,000	16,000,000	10,000,000	(15,000,000)	-38%	-60%
OM&A Capital Expenditures & Projects	862,920	845,594	425,460	(437,460)	-50%	-51%
Net Available for System Projects	\$95,232,225	\$156,217,244	\$119,134,279	\$23,902,054	-24%	25%

**Central Florida Expressway Authority
All Activities - Total By Line Item**

Description	2016 Annual Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 5,100,761	\$ 4,615,971	\$ 5,342,480	\$ 241,718	15.7%	4.7%
Social Security and Medicare	358,379	329,773	368,536	10,157	11.8%	2.8%
Retirement Contributions -FRS	599,962	510,245	569,011	(30,951)	11.5%	-5.2%
Life and Health Insurance	1,165,042	968,629	1,177,030	11,989	21.5%	1.0%
State Assessment	12,576	8,245	12,482	(94)	51.4%	-0.7%
Workers' Compensation	42,723	34,818	44,731	2,007	28.5%	4.7%
Total Salaries & Benefits	7,279,443	6,467,680	7,514,269	234,826	16.2%	3.2%
OTHER						
Cost Of Transponders Sold - Sticker	845,721	903,806	766,360	(79,361)	-15.2%	-9.4%
Cost Of Transponders Sold - Hardcase	8,339	220,000	622,440	614,101	182.9%	7364.2%
Cost Of Transponders Sold - Bumper	24,721	29,851	37,313	12,592	25.0%	50.9%
Interoperability Transaction Fee	3,574,833	-	6,363,187	2,788,354		78.0%
Professional Services	694,250	776,300	989,750	295,500	27.5%	42.6%
Legal Fees	225,000	200,000	200,000	(25,000)	0.0%	-11.1%
Consultant Fees	405,721	403,380	420,684	14,963	4.3%	3.7%
Consultant Fees - Surveys	-	-	20,000	20,000		
Maintenance Program Support	5,000	-	-	(5,000)		-100.0%
Maintenance Program Support - ITS	827,000	690,500	969,983	142,983	40.5%	17.3%
Mitigation Maint. Support	2,000	725	500	(1,500)	-31.0%	-75.0%
FON Program Support	175,000	163,000	200,000	25,000	22.7%	14.3%
Pavement Management System	26,000	15,000	26,000	-	73.3%	0.0%
Auditing Fees	79,500	79,500	90,000	10,500	13.2%	13.2%
Contract Personnel	5,660,979	5,537,210	8,648,800	2,987,821	56.2%	52.8%
Toll Plazas Salaries/Wages	11,512,943	9,528,820	8,911,651	(2,601,292)	-6.5%	-22.6%
Toll Plazas Other Direct Expenses	553,370	478,060	391,690	(161,680)	-18.1%	-29.2%
Toll Collection Management Fees	293,019	590,845	894,098	601,079	51.3%	205.1%
Toll Plazas Administration Salaries	1,528,169	1,579,055	1,653,947	125,778	4.7%	8.2%
Toll Plazas Office Expenses	462,534	368,527	292,627	(169,907)	-20.6%	-36.7%
Toll Plazas Insurance and Bond	253,313	145,745	46,292	(207,021)	-68.2%	-81.7%
Florida Highway Patrol Services	811,964	819,341	977,945	165,981	19.4%	20.4%
Motorist Service Patrol Agreement	1,077,650	1,077,650	1,077,650	-	0.0%	0.0%
Toll Plazas Janitorial	438,382	369,327	310,882	(127,500)	-15.8%	-29.1%
Travel	50,885	22,034	61,500	10,615	179.1%	20.9%
Reimbursed Local Travel	7,620	5,330	9,750	2,130	82.9%	28.0%
Gasoline	18,700	10,425	18,000	(700)	72.7%	-3.7%
Telephone Service	541,975	534,150	587,057	45,082	9.9%	8.3%
Internet Service	52,200	52,200	55,800	3,600	6.9%	6.9%
Postage and Delivery	944,000	1,180,800	1,367,750	423,750	15.8%	44.9%
Printing	308,090	344,917	417,740	109,650	21.1%	35.6%
Service Center Printing and Mailing	86,135	60,000	66,000	(20,135)	10.0%	-23.4%
CAFR	25,000	15,395	25,000	-	62.4%	0.0%
Utilities	2,396,750	2,344,015	2,458,280	61,530	4.9%	2.6%
Lease - Buildings	126,400	132,735	129,000	2,600	-2.8%	2.1%
Leases - Equipment	48,261	52,900	50,200	1,939	-5.1%	4.0%
Records Management	32,200	32,244	32,400	200	0.5%	0.6%
Insurance	679,252	678,583	745,721	66,469	9.9%	9.8%
Repairs & Maint. - Equipment	41,448	35,115	135,000	93,553	284.5%	225.7%
Maintenance FON Locates	16,500	9,000	10,900	(5,600)	21.1%	-33.9%
Maintenance - ITS Infrastructure	1,674,000	1,674,000	1,721,800	47,800	2.9%	2.9%
Support & Maint. - Software	89,717	90,446	94,200	4,483	4.2%	5.0%
Repairs & Maint. - Software and Hardware	629,277	635,100	828,185	198,908	30.4%	31.6%

Description	2016 Annual Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
Maintenance - Toll Collection Software	690,600	900,000	790,000	99,400	-12.2%	14.4%
Repairs & Maint. - Fiber Optic Network	335,000	305,000	376,000	41,000	23.3%	12.2%
Facilities Maintenance	1,141,924	1,139,924	1,776,972	635,048	55.9%	55.6%
Repairs and Maint. - Toll Equipment	2,255,901	2,259,151	2,330,901	75,000	3.2%	3.3%
Repairs and Maint. - Toll Equipment Parts	350,500	560,250	483,000	132,500	-13.8%	37.8%
Repairs & Maint. - VES Equipment	381,951	381,951	402,297	20,346	5.3%	5.3%
Repairs & Maint. - Vehicles	10,450	10,700	11,050	600	3.3%	5.7%
System Modifications Maintenance -Website	-	-	12,500	12,500		
Roadway and Bridges Maintenance	5,494,000	5,460,000	5,633,000	139,000	3.2%	2.5%
Landscape Maintenance Service	3,651,500	3,458,000	3,657,000	5,500	5.8%	0.2%
Bridge Inspection	224,000	239,500	269,000	45,000	12.3%	20.1%
Sign Maintenance/Inspection	255,750	249,250	339,200	83,450	36.1%	32.6%
Temp. Barricades & Message Signs	10,000	-	-	(10,000)		-100.0%
Traffic Signals and Lights	78,000	78,000	181,200	103,200	132.3%	132.3%
Aquatics	209,850	209,850	209,950	100	0.0%	0.0%
Board Meeting Broadcasting	16,000	14,000	16,000	-	14.3%	0.0%
Promotion - Sponsorships	25,000	15,000	50,000	25,000	233.3%	100.0%
Promotion	662,000	640,000	1,938,000	1,276,000	202.8%	192.7%
Newsletter	3,000	2,300	3,000	-	30.4%	0.0%
Photography	2,200	1,200	2,000	(200)	66.7%	-9.1%
Graphic Production Services	40,000	70,000	95,000	55,000	35.7%	137.5%
Promotional Items	4,000	4,800	9,000	5,000	87.5%	125.0%
Advertising and Legal Notices	8,500	8,600	7,500	(1,000)	-12.8%	-11.8%
Bank Fees	1,209,750	1,132,772	1,155,000	(54,750)	2.0%	-4.5%
Credit Card Fees	5,156,146	6,086,000	6,186,000	1,029,854	1.6%	20.0%
Security	9,757	10,772	10,150	393	-5.8%	4.0%
Special Events	14,500	9,000	13,500	(1,000)	50.0%	-6.9%
Employee Support Services	-	-	3,000	3,000		
Miscellaneous Expense	10,550	6,050	15,550	5,000	157.0%	47.4%
Office Supplies	83,183	66,120	92,319	9,136	39.6%	11.0%
Office Expense - Other	153,181	171,860	325,233	172,052	89.2%	112.3%
Operating Supplies	42,250	5,610	39,750	(2,500)	608.6%	-5.9%
Transponder Supplies	35,000	13,000	15,000	(20,000)	15.4%	-57.1%
Software Expense	37,530	50,200	53,075	15,545	5.7%	41.4%
Dues and Subscriptions	181,293	208,893	208,447	27,154	-0.2%	15.0%
Books and Publications	850	500	600	(250)	20.0%	-29.4%
Seminars and Conferences	24,800	12,700	29,825	5,025	134.8%	20.3%
Staff Training and Education	74,500	21,550	79,100	4,600	267.1%	6.2%
Contingency	64,000	32,000	63,500	(500)	98.4%	-0.8%
Total Other:	60,201,234	55,720,533	69,608,701	9,407,467	24.9%	15.6%
Other Operating Expenses	2,675,731	2,456,482	2,669,000	(6,731)	8.7%	-0.3%
TOTAL	70,156,408	64,644,696	79,791,971	9,635,562	23.4%	13.7%
CAPITAL EXPENDITURES						
General Equipment	252,700	240,200	248,600	(4,100)	3.5%	-1.6%
Furniture	10,000	-	5,000	(5,000)		-50.0%
Vehicle Purchases	54,500	45,894	82,500	28,000	79.8%	51.4%
Software	244,220	292,000	89,360	(154,860)	-69.4%	-63.4%
Total Capital Expenditures:	561,420	578,094	425,460	(135,960)	-26.4%	-24.2%
PROJECTS	301,500	267,500	-	(301,500)	-100.0%	-100.0%
TOTAL CAPITAL & PROJECTS	862,920	845,594	425,460	(437,460)	-49.7%	-50.7%

**Central Florida Expressway Authority
Operations Activity - Summary**

	2016 Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
Toll Operations (710)	\$ 489,651	\$ 503,557	\$ 517,963	\$ 28,312	3%	6%
IT (720)	3,509,651	3,633,077	3,752,939	243,288	3%	7%
Special Projects (725)	142,492	139,550	189,054	46,562	35%	33%
E-PASS Service Center (740)	12,907,752	10,593,329	19,830,918	6,923,166	87%	54%
Public Outreach/Education (745)	868,000	956,100	2,329,000	1,461,000	144%	168%
Image Review (750)	3,406,500	3,278,897	4,019,100	612,600	23%	18%
Subtotal	21,324,046	19,104,510	30,638,974	9,314,927	60%	44%
<u>Toll Facilities</u>						
Beachline Expressway (SR 528)						
Dallas (943)	1,450,912	1,372,778	1,436,927	(13,985)	5%	-1%
Beachline Plaza (944)	1,512,060	1,336,666	1,751,335	239,275	31%	16%
Airport (945)	1,960,159	1,260,573	-	(1,960,159)	-100%	-100%
East-West Expressway (SR 408)						
Dean Plaza (914)	1,494,861	1,469,142	1,490,410	(4,451)	1%	0%
Conway Main Plaza (915)	2,499,404	2,273,221	2,383,015	(116,389)	5%	-5%
Pine Hills Plaza (916)	1,751,548	1,663,564	1,758,539	6,991	6%	0%
Hiwassee Plaza (917)	1,478,959	1,411,152	1,530,840	51,881	8%	4%
John Land Apopka Expressway (SR 414)						
Coral Hills Plaza (954)	1,556,550	1,442,846	1,524,280	(32,270)	6%	-2%
Western Beltway (SR 429)						
Independence Plaza (934)	1,494,020	1,404,086	1,521,546	27,526	8%	2%
Forest Lake Plaza (935)	1,551,864	1,489,489	1,607,014	55,150	8%	4%
Ponkan Plaza (936)	-	-	36,000	36,000		
Central Florida Greenway (SR 417)						
John Young Plaza (923)	1,686,302	1,578,249	1,674,569	(11,733)	6%	-1%
Boggy Creek Plaza (924)	1,800,663	1,707,400	1,824,399	23,736	7%	1%
Curry Ford Plaza (925)	1,446,942	1,383,627	1,478,420	31,478	7%	2%
University Plaza (926)	1,456,567	1,395,844	1,523,882	67,315	9%	5%
Subtotal Toll Facilities	23,140,811	21,188,637	21,541,176	(1,599,635)	2%	-7%
OPS Budget Before Participation	44,464,857	40,293,147	52,180,150	7,715,292	30%	17%
<u>FDOT Participation</u>						
Conway Main, Pine Hills, & Airport Plazas	(5,791,493)	(5,036,492)	(3,995,891)	1,795,602	-21%	-31%
Total Operating Costs	38,673,364	35,256,655	48,184,259	9,510,894	37%	25%

Capital Expenditures and Projects

Capital Expenditures

IT (720)	369,700	457,894	226,500	(143,200)	-51%	-39%
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Projects

IT (721)	294,000	260,000	-	(294,000)	-100%	-100%
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**Central Florida Expressway Authority
Operations Activity - Total By Line Item**

Description	2016	Projected	2017	\$ Inc (Decr)	% Inc (Decr)	% Inc (Decr)
	Annual Budget	Year-end Actual	Annual Budget	over 2016 Budget	over Proj. 2016 Actual	over 2016 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 1,488,057	\$ 1,360,926	\$ 1,210,884	\$ (277,174)	-11%	-18.6%
Social Security and Medicare	110,213	103,031	88,329	(21,884)	-14%	-19.9%
Retirement Contributions -FRS	146,594	128,294	116,834	(29,760)	-9%	-20.3%
Life and Health Insurance	366,151	299,699	265,343	(100,808)	-11%	-27.5%
State Assessment	3,890	2,465	2,814	(1,076)	14%	-27.7%
Workers' Compensation	4,942	3,966	3,733	(1,209)	-6%	-24.5%
Total Salaries & Benefits	2,119,847	1,898,382	1,687,937	(431,911)	-11%	-20.4%
OTHER						
Cost Of Transponders Sold - Sticker	845,721	903,806	766,360	(79,361)	-15%	-9.4%
Cost Of Transponders Sold - Hardcase	8,339	220,000	622,440	614,101	183%	7364.2%
Cost Of Transponders Sold - Bumper	24,721	29,851	37,313	12,592	25%	50.9%
Interoperability Transaction Fee	3,574,833	-	6,363,187	2,788,354		78.0%
Professional Services	120,000	210,000	330,000	210,000	57%	175.0%
Consultant Fees	-	35,879	-	-	-100%	
Consultant Fees- Surveys	-	-	20,000	20,000		
Contract Personnel	5,270,979	5,117,500	8,074,800	2,803,821	58%	53.2%
Toll Plazas Salaries/Wages	11,512,943	9,528,820	8,911,651	(2,601,292)	-6%	-22.6%
Toll Plazas Other Direct Expenses	553,370	478,060	391,690	(161,680)	-18%	-29.2%
Toll Collection Management Fees	293,019	590,845	894,098	601,079	51%	205.1%
Toll Plazas Administration Salaries	1,528,169	1,579,055	1,653,947	125,778	5%	8.2%
Toll Plazas Office Expenses	462,534	368,527	292,627	(169,907)	-21%	-36.7%
Toll Plazas Insurance and Bond	253,313	145,745	46,292	(207,021)	-68%	-81.7%
Toll Plazas Janitorial	438,382	369,327	310,882	(127,500)	-16%	-29.1%
Travel	8,460	1,000	12,200	3,740	1120%	44.2%
Reimbursed Local Travel	700	195	1,450	750	644%	107.1%
Gasoline	1,950	1,400	2,150	200	54%	10.3%
Telephone Service	529,500	518,450	572,282	42,782	10%	8.1%
Internet Service	52,200	52,200	55,800	3,600	7%	6.9%
Postage and Delivery	938,000	1,175,000	1,361,750	423,750	16%	45.2%
Printing	295,150	332,575	404,150	109,000	22%	36.9%
Service Center Printing and Mailing	86,135	60,000	66,000	(20,135)	10%	-23.4%
Utilities	2,030,000	1,977,265	2,063,280	33,280	4%	1.6%
Lease - Buildings	126,400	132,735	129,000	2,600	-3%	2.1%
Leases - Equipment	17,500	19,900	18,200	700	-9%	4.0%
Records Management	1,900	1,850	1,900	-	3%	0.0%
Insurance	592,872	587,985	646,398	53,526	10%	9.0%
Repairs & Maint. - Equipment	27,400	23,205	124,700	97,300	437%	355.1%
Repairs & Maint. - Software and Hardware	622,777	628,600	819,835	197,058	30%	31.6%
Maintenance - Toll Collection Software	690,600	900,000	790,000	99,400	-12%	14.4%
Facilities Maintenance	1,019,924	1,019,924	1,611,861	591,937	58%	58.0%
Repairs and Maint. - Toll Equipment	2,255,901	2,259,151	2,330,901	75,000	3%	3.3%
Repairs and Maint. - Toll Equipment Parts	350,500	560,250	483,000	132,500	-14%	37.8%
Repairs & Maint. - VES Equipment	381,951	381,951	402,297	20,346	5%	5.3%
Repairs & Maint. - Vehicles	1,250	2,800	1,500	250	-46%	20.0%
Promotion - Sponsorships	25,000	15,000	50,000	25,000	233%	100.0%
Promotion	662,000	640,000	1,938,000	1,276,000	203%	192.7%
Newsletter	3,000	2,300	3,000	-	30%	0.0%
Graphic Production Services	30,000	50,000	80,000	50,000	60%	166.7%
Promotional Items	3,000	3,800	8,000	5,000	111%	166.7%
Bank Fees	1,182,500	1,105,522	1,123,000	(59,500)	2%	-5.0%
Credit Card Fees	5,156,146	6,086,000	6,186,000	1,029,854	2%	20.0%
Security	8,757	8,772	9,150	393	4%	4.5%
Miscellaneous Expense	2,550	1,050	3,050	500	190%	19.6%
Office Supplies	42,833	32,400	42,569	(264)	31%	-0.6%
Office Expense - Other	129,941	132,250	263,743	133,802	99%	103.0%
Operating Supplies	42,250	5,610	39,750	(2,500)	609%	-5.9%
Transponder Supplies	35,000	13,000	15,000	(20,000)	15%	-57.1%
Software Expense	30,530	48,000	47,075	16,545	-2%	54.2%
Dues and Subscriptions	21,935	22,160	13,610	(8,325)	-39%	-38.0%
Books and Publications	850	500	600	(250)	20%	-29.4%

Description

Seminars and Conferences
Staff Training and Education
Contingency Project(s)
Total Other:

2016 Annual Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget	
2,825	750	3,725	900	397%	31.9%	
34,500	6,800	38,500	4,000	466%	11.6%	
14,000	7,000	13,500	(500)	93%	-3.6%	
42,345,010	38,394,765	50,492,213	8,147,203	32%	19.2%	
TOTAL						
44,464,857	40,293,147	52,180,150	7,715,292	30%	17.4%	
CAPITAL EXPENDITURES						
General Equipment	230,700	230,700	216,500	(14,200)	-6%	-6.2%
Vehicle Purchases	29,500	22,194	-	(29,500)	-100%	-100.0%
Software	109,500	205,000	10,000	(99,500)	-95%	-90.9%
Total Capital Expenditures:	369,700	457,894	226,500	(143,200)	-51%	-38.7%
PROJECTS						
	294,000	260,000	-	(294,000)	-100%	-100.0%

**Central Florida Expressway Authority
Maintenance Activity - Summary**

	2016 Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
Maintenance Administration (810)	\$ 2,048,559	\$ 1,899,395	\$ 2,027,449	\$ (21,110)	7%	-1%
Expressway Operations (820)	4,383,219	4,038,124	4,806,902	423,683	19%	10%
Routine Maintenance (408, 414, 417, 429, 451, 528)	9,936,100	9,682,600	10,296,850	360,750	6%	4%
Total Maintenance Expenditures Before FDOT Participation	16,367,878	15,620,119	17,131,201	763,323	10%	5%
FDOT Participation	(2,933,370)	(2,607,228)	(2,607,228)	326,142	0%	-11%
Total Maintenance Costs	13,434,508	13,012,891	14,523,973	1,089,465	12%	8%

Capital Expenditures

Capital Expenditures

Maintenance Administration (810)	25,000	23,700	65,000	40,000	174%	160%
Expressway Operations (820)	63,720	34,000	56,460	(7,260)	66%	-11%
Total Capital Expenditures	88,720	57,700	121,460	32,740	111%	37%

**Central Florida Expressway Authority
Maintenance Activity - Total By Line Item**

Description	2016 Annual Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 840,366	\$ 672,509	\$ 839,380	\$ (986)	24.8%	-0.1%
Social Security and Medicare	65,349	48,994	62,693	(2,656)	28.0%	-4.1%
Retirement Contributions -FRS	83,675	59,971	59,596	(24,079)	-0.6%	-28.8%
Life and Health Insurance	200,688	133,037	189,714	(10,974)	42.6%	-5.5%
State Assessment	2,128	1,380	2,013	(115)	45.8%	-5.4%
Workers' Compensation	26,826	22,147	27,497	671	24.2%	2.5%
Total Salaries & Benefits	1,219,032	938,039	1,180,893	(38,139)	25.9%	-3.1%
OTHER						
Consultant Fees	75,000	75,000	100,000	25,000	33.3%	33.3%
Maintenance Program Support	5,000	-	-	(5,000)	-	-100.0%
Maintenance Program Support - ITS	827,000	690,500	969,983	142,983	40.5%	17.3%
Mitigation Maint. Support	2,000	725	500	(1,500)	-31.0%	-75.0%
FON Program Support	175,000	163,000	200,000	25,000	22.7%	14.3%
Pavement Management System	26,000	15,000	26,000	-	73.3%	0.0%
Florida Highway Patrol Services	811,964	819,341	977,945	165,981	19.4%	20.4%
Motorist Service Patrol Agreement	1,077,650	1,077,650	1,077,650	-	0.0%	0.0%
Travel	6,000	4,500	7,000	1,000	55.6%	16.7%
Reimbursed Local Travel	1,700	550	1,700	-	209.1%	0.0%
Gasoline	15,000	8,300	14,200	(800)	71.1%	-5.3%
Telephone Service	6,500	9,500	7,500	1,000	-21.1%	15.4%
Postage and Delivery	1,000	1,000	1,000	-	0.0%	0.0%
Printing	480	230	580	100	152.2%	20.8%
Utilities	120,000	120,000	120,000	-	0.0%	0.0%
Insurance	3,252	3,134	4,600	1,348	46.8%	41.5%
Repairs & Maint. - Equipment	1,000	150	-	(1,000)	-100.0%	-100.0%
Maintenance FON Locates	16,500	9,000	10,900	(5,600)	21.1%	-33.9%
Maintenance - ITS Infrastructure	1,674,000	1,674,000	1,721,800	47,800	2.9%	2.9%
Repairs & Maint. - Fiber Optic Network	335,000	305,000	376,000	41,000	23.3%	12.2%
Repairs & Maint. - Vehicles	7,500	6,000	7,500	-	25.0%	0.0%
Roadway and Bridges Maintenance	5,494,000	5,460,000	5,633,000	139,000	3.2%	2.5%
Landscape Maintenance Service	3,614,500	3,421,000	3,614,500	-	5.7%	0.0%
Bridge Inspection	224,000	239,500	269,000	45,000	12.3%	20.1%
Sign Maintenance/Inspection	255,750	249,250	339,200	83,450	36.1%	32.6%
Temp. Barricades & Message Signs	10,000	-	-	(10,000)	-	-100.0%
Traffic Signals and Lights	78,000	78,000	181,200	103,200	132.3%	132.3%
Aquatics	209,850	209,850	209,950	100	0.0%	0.0%
Advertising and Legal Notices	1,000	-	1,000	-	-	0.0%
Office Supplies	3,700	3,700	4,100	400	10.8%	10.8%
Office Expense - Other	4,500	4,500	5,500	1,000	22.2%	22.2%
Dues and Subscriptions	2,000	1,700	2,500	500	47.1%	25.0%
Seminars and Conferences	4,000	2,500	5,000	1,000	100.0%	25.0%
Staff Training and Education	10,000	4,500	10,500	500	133.3%	5.0%
Contingency Project(s)	50,000	25,000	50,000	-	100.0%	0.0%
Total Other:	15,148,846	14,682,080	15,950,308	801,462	8.6%	5.3%
TOTAL	16,367,878	15,620,119	17,131,201	763,323	9.7%	4.7%
CAPITAL EXPENDITURES						
General Equipment	2,000	2,000	12,100	10,100	505.0%	505.0%
Furniture	-	-	5,000	-	-	-
Vehicle Purchases	25,000	23,700	55,000	30,000	132.1%	120.0%
Software	61,720	32,000	49,360	(12,360)	54.3%	-20.0%
Total Capital Expenditures:	88,720	57,700	121,460	32,740	110.5%	36.9%

**Central Florida Expressway Authority
Administration Activity - Summary**

	2016 Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
General (610)	\$ 561,829	\$ 559,361	\$ 665,549	\$ 103,720	19%	18%
525 Magnolia (615)	23,276	21,166	25,356	2,080	20%	9%
Administrative Services (620)	1,824,348	1,803,358	2,157,873	333,525	20%	18%
Plans Production (623)	38,341	33,993	55,097	16,756	62%	44%
Legal (625)	612,722	587,065	732,829	120,107	25%	20%
Accounting (630)	1,447,264	1,305,418	1,477,186	29,922	13%	2%
Procurement (640)	461,603	385,257	475,827	14,224	24%	3%
Records Management (655)	269,190	285,521	364,751	95,561	28%	35%
Human Resources (660)	193,705	149,374	194,887	1,182	30%	1%
Supplier Diversity (665)	353,927	208,054	361,035	7,108	74%	2%
Communications (670)	428,043	474,329	681,163	253,120	44%	59%
Construction Administration* (685)	44,694	42,843	56,067	11,374	31%	25%
Internal Audit (690)	389,000	419,210	564,000	175,000	35%	45%
Total Administration Costs	6,647,942	6,274,948	7,811,620	1,163,679	24%	18%

Capital Expenditures and Projects

Capital Expenditures						
General (610)	15,000	7,500	10,000	(5,000)	33%	-33%
HR (660)	-	-	30,000	30,000		
Communications (670)	73,000	55,000	-	(73,000)	-100%	-100%
Construction Administration* (685)	15,000	-	37,500	22,500		150%
Total Capital Expenditures	103,000	62,500	77,500	(25,500)	24%	-25%
Projects						
General (610)	7,500	7,500	-	(7,500)	-100%	-100%

Central Florida Expressway Authority
Administration Activity - Total By Line Item

Description	2016 Annual Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
SALARIES & BENEFITS						
Salaries & Wages	\$ 2,772,338	\$ 2,582,536	\$ 3,292,216	\$ 519,878	27.5%	18.8%
Social Security and Medicare	182,817	177,748	217,514	34,697	22.4%	19.0%
Retirement Contributions -FRS	369,694	321,979	392,581	22,887	21.9%	6.2%
Life and Health Insurance	598,202	535,892	721,973	123,771	34.7%	20.7%
State Assessment	6,558	4,400	7,655	1,097	74.0%	16.7%
Workers' Compensation	10,955	8,705	13,501	2,546	55.1%	23.2%
Total Salaries & Benefits	3,940,564	3,631,260	4,645,440	704,876	27.9%	17.9%
OTHER						
Professional Services	574,250	566,300	659,750	85,500	16.5%	14.9%
Legal Fees	225,000	200,000	200,000	(25,000)	0.0%	-11.1%
Consultant Fees	330,721	292,501	320,684	(10,037)	9.6%	-3.0%
Auditing Fees	79,500	79,500	90,000	10,500	13.2%	13.2%
Contract Personnel	390,000	419,710	574,000	184,000	36.8%	47.2%
Travel	36,425	16,534	42,300	5,875	155.8%	16.1%
Reimbursed Local Travel	5,220	4,585	6,600	1,380	43.9%	26.4%
Gasoline	1,750	725	1,650	(100)	127.6%	-5.7%
Telephone Service	5,975	6,200	7,275	1,300	17.3%	21.8%
Postage and Delivery	5,000	4,800	5,000	-	4.2%	0.0%
Printing	12,460	12,112	13,010	550	7.4%	4.4%
CAFR	25,000	15,395	25,000	-	62.4%	0.0%
Utilities	246,750	246,750	275,000	28,250	11.4%	11.4%
Leases - Equipment	30,761	33,000	32,000	1,239	-3.0%	4.0%
Records Management	30,300	30,394	30,500	200	0.3%	0.7%
Insurance	83,128	87,464	94,723	11,595	8.3%	13.9%
Repairs & Maint. - Equipment	13,048	11,760	10,300	(2,748)	-12.4%	-21.1%
Support & Maint. - Software	89,717	90,446	94,200	4,483	4.2%	5.0%
Repairs & Maint. - Software and Hardware	6,500	6,500	8,350	1,850	28.5%	28.5%
Facilities Maintenance	122,000	120,000	165,111	43,111	37.6%	35.3%
Repairs & Maint. - Vehicles	1,700	1,900	2,050	350	7.9%	20.6%
System Modifications Maintenance - Website	-	-	12,500	12,500	-	-
Landscape Maintenance Service	37,000	37,000	42,500	5,500	14.9%	14.9%
Board Meeting Broadcasting	16,000	14,000	16,000	-	14.3%	0.0%
Photography	2,200	1,200	2,000	(200)	66.7%	-9.1%
Graphic Production Services	10,000	20,000	15,000	5,000	-25.0%	50.0%
Promotional Items	1,000	1,000	1,000	-	0.0%	0.0%
Advertising and Legal Notices	7,500	8,600	6,500	(1,000)	-24.4%	-13.3%
Bank Fees	27,250	27,250	32,000	4,750	17.4%	17.4%
Security	1,000	2,000	1,000	-	-50.0%	0.0%
Special Events	14,500	9,000	13,500	(1,000)	50.0%	-6.9%
Employee Support Services	-	-	3,000	3,000	-	-
Miscellaneous Expense	8,000	5,000	12,500	4,500	150.0%	56.3%
Office Supplies	36,650	30,020	45,650	9,000	52.1%	24.6%
Office Expense - Other	18,740	35,110	55,990	37,250	59.5%	198.8%
Software Expense	7,000	2,200	6,000	(1,000)	172.7%	-14.3%
Dues and Subscriptions	157,358	185,033	192,337	34,979	3.9%	22.2%
Seminars and Conferences	17,975	9,450	21,100	3,125	123.3%	17.4%
Staff Training and Education	30,000	10,250	30,100	100	193.7%	0.3%
Total Other:	2,707,378	2,643,688	3,166,180	458,802	19.8%	16.9%
TOTAL	6,647,942	6,274,948	7,811,620	1,163,679	24.5%	17.5%
CAPITAL EXPENDITURES						
General Equipment	20,000	7,500	20,000	-	166.7%	0.0%
Furniture	10,000	-	-	(10,000)	-	-100.0%
Vehicles	-	-	27,500	27,500	-	-
Software	73,000	55,000	30,000	(43,000)	-45.5%	-58.9%
Total Capital Expenditures:	103,000	62,500	77,500	(25,500)	24.0%	-24.8%
PROJECTS	7,500	7,500	-	(7,500)	-100.0%	-100.0%

Central Florida Expressway Authority
Other Operating

	2016 Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
Traffic & Engineering Consultant	\$ 494,731	\$ 384,047	\$ 535,000	\$ 40,269	39%	8%
General Engineering Consultant	2,181,000	2,072,435	2,134,000	(47,000)	3%	-2%
Total Other Operating Expenses	2,675,731	2,456,482	2,669,000	(6,731)	9%	0%

**Central Florida Expressway Authority
Goldenrod Road - Summary**

	2016 Budget	Projected Year-end Actual	2017 Annual Budget	\$ Inc (Decr) over 2016 Budget	% Inc (Decr) over Proj. 2016 Actual	% Inc (Decr) over 2016 Budget
Maintenance	\$ 135,000	\$ 127,500	\$ 141,000	\$ 6,000	11%	4%
Operations	218,633	216,724	274,086	55,453	26%	25%
TOTAL	353,633	344,224	415,086	61,453	21%	17%
TOLL REVENUE	(1,430,000)	(1,629,054)	(1,650,000)	(220,000)	1%	15%
NET RESULT OF ACTIVITY	1,076,367	1,284,830	1,234,914	158,547	-4%	15%

F. 5.

**PURCHASE OF 3D LASER
SCANNING EQUIPMENT**



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

3D Laser Scanning
Crash Scene Investigation Pilot Program

»» INTRODUCTION

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP

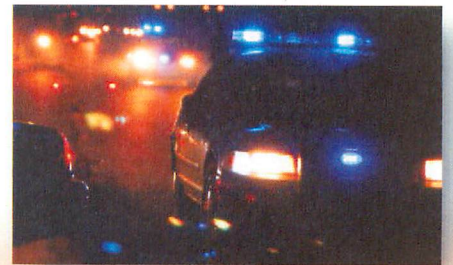
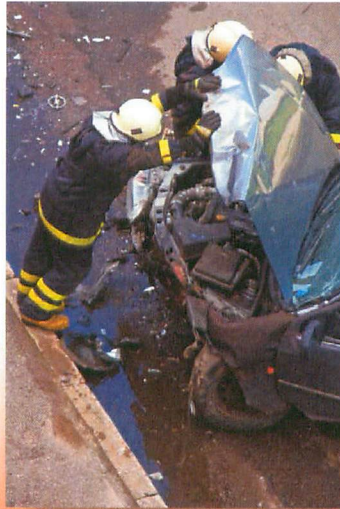


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

»» BACKGROUND

Open Roads Policy Agreement

- FHP / FDOT agreement to restore traffic in an urgent manner
- 90-minute incident clearance goal
- Commitment for FHP & FDOT to use the most advanced technologies for the documentation and investigation of crash or traffic incident scenes



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

»» BACKGROUND

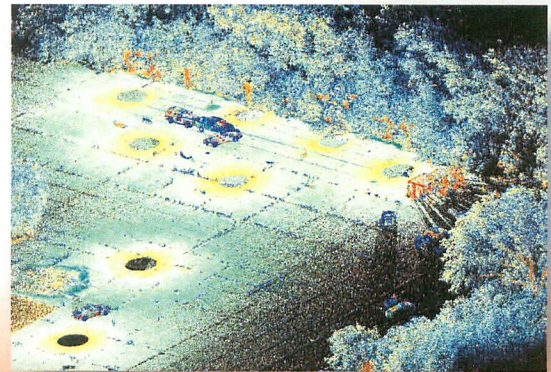
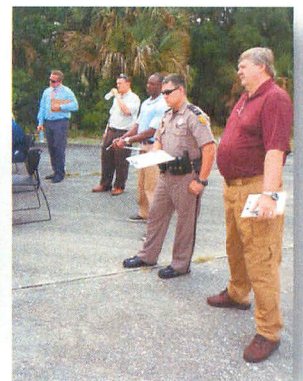
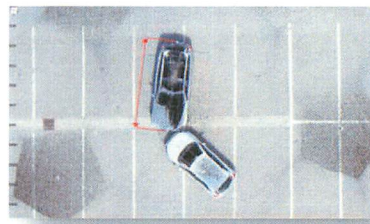


- Additional challenges of fatal crashes
 - Treated as crime scene
 - Traffic Homicide Investigation (THI)
 - Crime scene survey requirements
 - Leads to long road closure times
 - Reported closure times of up to 4-6 hours



PROJECT RESEARCH

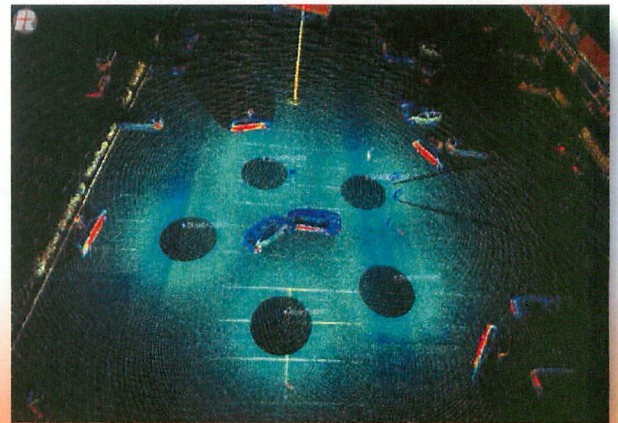
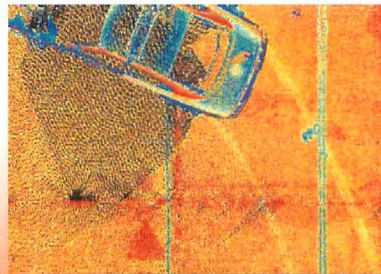
- Landscape of Forensic Surveying Products
- Mock crash scene demonstrations
- Scoring Criteria
 - Ease of Use
 - Speed
 - Reliability
 - Court Admissibility
 - Customer Support
 - Compatibility with Crash Zone software





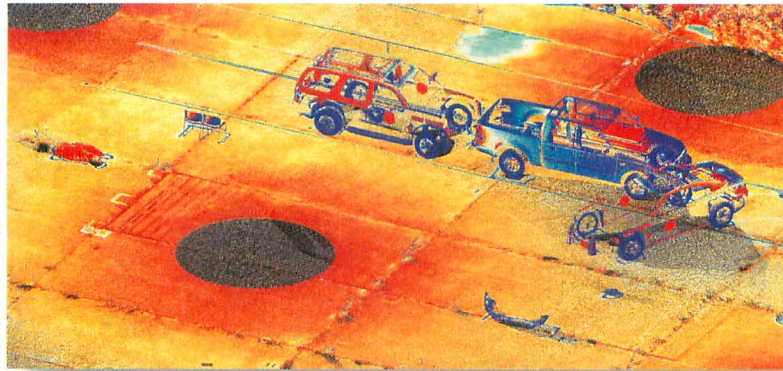
WHAT IS 3D LASER SCANNING?

- LiDAR - Light Detection & Ranging
- Measurement technology
- Collects up to 1 mil points/sec
- Accurate, precise, objective
- Creates 3D Point Cloud
- Preserved details of crash scene
- Enhanced imagery
- Vetted in court by multiple Daubert hearings





MOCK CRASH SCENE DEMO



FARO® Focus3D X 330	Leica ScanStation PS40	RIEGL® VZ-400	Topcon GLS-2000M	Trimble® TX8
				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



PROVEN SOLUTION

Washington, DC, Metro Police Dept.
(Uses Leica since 2006)

“The scanner is useful not only in crime scene documentation, but also in situations where first responder safety is of prime importance, such as biological or radiological containment events or in cases of suspected weapons of mass destruction.”

—Grant Greenwalt

San Diego County’s Dept. of
Public Works (Uses RIEGL)

“A scene can now be captured in about 1 hour, as opposed to 3 to 4 hours.”

—Ed Phillips

Other agencies with positive experiences:

Clackamas County Sheriff’s Office, Oregon City, OR
San Bernardino County Sheriff’s Department, San Bernardino, CA
Washington State Patrol Crime Laboratory, Seattle, WA
North Yorkshire Police Department, UK
States of Jersey Police Force, UK

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



PILOT PROJECT EXPECTATIONS

- Performance Measure Objectives
 - Reduce delay
 - Reduce Roadway clearance time
 - Safety
 - Reduce secondary crashes
 - Time requiring road/lane closure
 - Cost Benefit
 - Free movement of people and goods
 - Maintaining traffic flow during THI = Commerce
 - Reduce man-hours spent on THI

PROGRAM PARTNERS & COST

Financial Commitments:

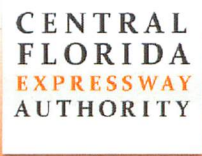
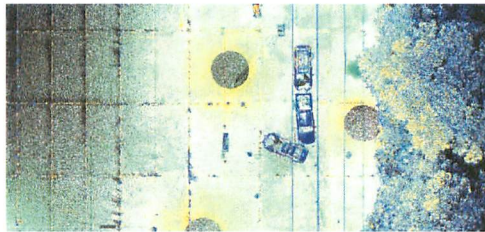
- FDOT D5 - \$100,000
- MetroPlan - \$100,000

Estimated Equipment Cost:

- (2) Units - \$268,486

CFX Requested Contribution: for Equipment

- \$68,486



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Requested Approval

Recommended Motion:

Board approval to purchase two laser scanning systems for the 3D Laser Scanning Pilot Program on behalf of regional partners, execute the included JPA with FDOT and contribute \$68,486 to the purchase

JPA RESOLUTION
LiDAR Accident Scanning Pilot Program

WHEREAS, the State of Florida Department of Transportation and the Central Florida Expressway Authority desire to facilitate the LiDAR Accident Scanning Pilot Program and,

WHEREAS, the State of Florida Department of Transportation has requested the Central Florida Expressway Authority to execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN 439109-1-98-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Florida Expressway Authority that Laura Kelley, Executive Director is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Joint Participation Agreement for the aforementioned project, FPN 439109-1-98-01.

RESOLVED this _____ day of _____, 201__.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST:

(Chairman)

(Assistant Secretary)

(Date)

(Date)

(Affix Seal)

Agency: Central Florida Expressway Authority Vendor No.: F591021557-002 Contract No:	Fund: DS Function: 215 Contract Amount: \$100,000.00	Financial Management No.: 439109-1-98-01 FLAIR Approp: 088716 FLAIR Obj.: 516000 Org. Code: 55054010508
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This Agreement, made and entered into this _____ day of _____, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**, a legislatively created entity of the State of Florida, (hereinafter referred to as the LOCAL AGENCY),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL AGENCY by Resolution No. _____, dated the day of _____, 2016, a copy of which is attached hereto as Exhibit "E" and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Purchase of a single LiDAR Accident Scanning Unit to assist local law Federal Highway Patrol enforcement officers with conducting their traffic homicide investigations in a more effective and efficient manner", Fiscal Year 2015/2016, said Project being known as FM #439109-1-98-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL AGENCY and it would be most practical, expeditious, and economical for the LOCAL AGENCY to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL AGENCY agrees to complete the Project by three (3) years from the date of execution of this agreement, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL AGENCY does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL AGENCY and granted in writing, by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. *After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties to assure that the parties provide for maintenance for the useful life of the equipment.*

2. SERVICES AND PERFORMANCES

A. The purpose of this Project is to provide funding only for the procurement of equipment and an equipment warranty that consists of new survey technology for the local law enforcement agencies to use in traffic homicide investigations, explicitly described in Exhibit "A". The further purpose of this Agreement is to state the terms and conditions upon which such funding will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

Nothing herein shall be construed as requiring the LOCAL AGENCY to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL AGENCY agrees to undertake the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. Upon request, the LOCAL AGENCY agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL AGENCY and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL AGENCY

and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

D. Upon completion of the work authorized by this Agreement, the LOCAL AGENCY shall notify the DEPARTMENT in writing of the completion of the Project, the form of which is attached hereto as Exhibit "D".

E. *The Florida Highway Patrol shall have possession of the equipment during the time period that the Project is active and they shall be responsible for the maintenance of the equipment in its possession. The LOCAL AGENCY shall return the equipment, provided to the Florida Highway Patrol, to the DEPARTMENT once the Project is complete, at which time the DEPARTMENT will be responsible for the maintenance of the equipment, provided to the Florida Highway Patrol, for the remaining useful life of the equipment purchased under this agreement. The DEPARTMENT will be the owner of the equipment at all times.*

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is **\$300,000.00 (Three Hundred Thousand Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL AGENCY for services described in Exhibit A – Scope of Services. This amount is based on the Method of Compensation, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to compensate the LOCAL AGENCY in an amount not to exceed **\$100,000.00 (One Hundred Thousand Dollars and No/100)** for actual project costs incurred, excluding LOCAL AGENCY overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL AGENCY agrees to bear all expenses in excess of the DEPARTMENT's participation.

C. The LOCAL AGENCY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439109-1-98-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL AGENCY in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and

accepted in writing by the LOCAL AGENCY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL AGENCY is unsatisfactory, the DEPARTMENT shall notify the LOCAL AGENCY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL AGENCY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL AGENCY will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL AGENCY shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL AGENCY resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL AGENCY may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL AGENCY is unable to resolve the deficiency, the funds may be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL AGENCY shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL AGENCY providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in

addition to the invoice amount to the LOCAL AGENCY. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL AGENCY requests payment. Invoices which have to be returned to the LOCAL AGENCY because of LOCAL AGENCY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the LOCAL AGENCY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL AGENCY'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL AGENCY to the DEPARTMENT.

L. The contractor/consultant/vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

M. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of

contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

N. The DEPARTMENT’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL AGENCY to that effect.

4. COMPLIANCE WITH LAWS

A. The LOCAL AGENCY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL AGENCY in conjunction with this Agreement. Failure by the LOCAL AGENCY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

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

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL AGENCY and the DEPARTMENT agree that the LOCAL AGENCY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL AGENCY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL AGENCY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL AGENCY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL AGENCY, the DEPARTMENT shall notify the LOCAL AGENCY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL AGENCY shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress, paid for by the DEPARTMENT, will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL AGENCY.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL AGENCY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL AGENCY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL AGENCY acknowledge and agree to the following:

i) The LOCAL AGENCY shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL AGENCY during the term of the contract; and

ii) The LOCAL AGENCY shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

Points of Contact:

DEPARTMENT

Jeremy Dilmore
Program Coordinator
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
PH: 386-943-5360
E-mail Address: Jeremy.Dilmore@dot.state.fl.us

LOCAL AGENCY

Bryan Homayouni, P.E.
Manager of Traffic Operations
4974 ORL Tower Road
Orlando, Florida 32807
PH: 407-690-5333
E-mail Address: Bryan.Homayouni@cfxway.com

General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
E-mail Address: Joe.Passiatore@cfxway.com

IN WITNESS WHEREOF, the LOCAL AGENCY has executed this Agreement this _____ day of _____, 2016, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2016.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Name: _____
Title: _____

As approved by the Board on:

Attest:

Legal Review:

Authority Attorney

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest:

Executive Secretary

Legal Review:

Financial Provisions Approval by
the Office of the Comptroller on:

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

Exhibit "A"

SCOPE OF SERVICES

Financial Management Number: 439109-1-98-01

Purpose

The objective of the LiDAR Accident Scanning Pilot Program is to reduce the amount of lane closure times experienced as a result of Signal 7 traffic events on limited access facilities within the Central Florida Region. This agreement is intended to solidify the current ongoing collaborative effort between the Central Florida Expressway Authority, (LOCAL AGENCY), the Florida Department of Transportation District Five (FDOT), MetroPlan Orlando Metropolitan Planning Organization (MPO) and the Florida Turnpike Enterprise (FTE) launched to investigate new technological methods that would assist the Florida Highway Patrol (FHP) with conducting their traffic homicide investigations in a more effective and efficient manner. This initiative is anticipated to improve safety and reduce impacts to the motoring public by reducing the amount of secondary incidents and providing reduction in delays.

When a fatality occurs during a traffic incident, the site of the incident becomes a crime scene. For a guilty party to be prosecuted a court case requires homicide investigators to provide very specific details of the road conditions, speed limits, distance between vehicles and a full inventory of what is found on the road, such as skid markings or debris. Throughout the investigator's work, the site of the incident typically requires multiple lanes or the entire road to be closed. Investigators may spend many hours manually surveying the crash scene, taking measurements and collecting evidence with traditional equipment such as hand held cameras, tape measures and wheeled devices. This survey combined with additional investigative measures including interviewing witnesses can lead to long road closures. The effect of long road closure has a significant impact on traffic and pose a consequential cost to the economy. Studies have shown that the likelihood of a secondary crash occurring increases by 2.8 percent for each minute the primary accident continues to be a hazard. This increases the time that first responders must spend on roadway collision being exposed to hazards. Secondary crashes due to congestion caused by a previous crash are estimated to represent 20% of all crashes.

Objective

The objective of this Pilot Program is for the LOCAL AGENCY to purchase new survey technology for the local law enforcement agencies to use in traffic homicide investigations on limited access right of way located within the geographic area of District Five of the DEPARTMENT. Using enhanced surveying technology for roadway homicide investigations is an internationally practiced solution intended to expedite law enforcement's investigative process, thereby opening roads in a faster manner. This is a proven solution to aid in the reduction of closure times related to homicide incidents in many agencies, as further detailed below. Utilizing laser scanners to assist with getting roads open more expediently greatly reduces the potential for secondary crashes and reduces the amount of time first responders are exposed to roadside hazards.

The equipment procurement will include all licensing, maintenance, warranties, training, expert witness services and auxiliary components necessary to successfully operate, support and maintain the equipment. The LOCAL AGENCY and the DEPARTMENT will provide funding; however, the LOCAL AGENCY will purchase and provide the manpower necessary to manage the Pilot Program and provide the reporting and accountability tracking to ensure the project is successful and provides useable information to all of the Stakeholders involved.

The equipment will be stored at FHP headquarters and be dispatched to all Signal 7 events within a 3 year period (or a longer period, as mutually agreed to by the parties hereto) on limited access roadways within the geographic area of the DEPARTMENT's District Five. Both the LOCAL AGENCY and FHP will be responsible for the storage, transport and general care of the units purchase hereunder. FHP will track and record performance associated with the use of the LiDAR scanning equipment as identified by the LOCAL AGENCY and the DEPARTMENT, including the estimated time savings associated with each response and the overall effectiveness of the equipment.

Scope

The DEPARTMENT will provide up to \$100,000 to the LOCAL AGENCY for the purchase of the LiDAR unit for use by FHP including all licensing, maintenance, warranties, training, expert witness services and auxiliary components necessary to successfully operate, support and maintain the equipment for a three year operational period, unless otherwise extended upon mutual consent by the parties hereto.

The LOCAL AGENCY will be responsible to provide the LiDAR unit to FHP and to assure that the Project is administered correctly by FHP, including providing adequate security, use, maintenance for the LiDAR units.

The LOCAL AGENCY will provide the DEPARTMENT with a summary of FHP performance as provided by FHP associated with the use of the LiDAR scanning equipment annually. The LOCAL AGENCY will administer the Project to assure the summary will include sufficient detail and description to the LOCAL AGENCY and the DEPARTMENT to ascertain the effectiveness of the LiDAR equipment and the increase in efficiency in clearing investigation scenes on limited access roadways in the DEPARTMENT's District Five geographic area.

Deliverables

The DEPARTMENT will provide up to \$100,000.00 to the LOCAL AGENCY for the purchase of the LiDAR unit for use by FHP including all licensing, maintenance, warranties, training, expert witness services and auxiliary components necessary to successfully operate, support and maintain the equipment for a three year operational period. *The agreement will remain open for the full length of the 3-year period for reporting requirements, unless otherwise extended upon mutual consent of the parties hereto.*

Exhibit “B”

METHOD OF COMPENSATION Financial Management Number: 439109-1-98-01

For satisfactory completion of all services detailed in Exhibit “A” (Deliverables) of this Agreement, the DEPARTMENT will compensate the LOCAL AGENCY an amount not to exceed **\$100,000.00 (One Hundred Thousand Dollars and No/100)** for actual costs incurred.

The LOCAL AGENCY may receive progress payments for actual costs incurred for deliverables, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment.

Exhibit "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 439109-1-98-01

Exhibit "D"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

and

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT DESCRIPTION: Purchase of LiDAR Accident Scanning Equipment

FINANCIAL MANAGEMENT ID# 439109-1-98-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

Exhibit “E”

RESOLUTION

Financial Management Number: 439109-1-98-01