AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 10, 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 JANUARY 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. **SUNRAIL UPDATE** – *Noranne Downs, FDOT Secretary and Tawny Olore, SunRail Program Manager* (Info. Item)

2. **ADOPTION OF RESOLUTION SUPPORTING "FIXING AMERICA'S SURFACE TRANSPORTATION (FAST) ACT"** – *Mayor Teresa Jacobs* (Action Item)

3. **APPOINTMENT OF CITIZEN REPRESENTATIVES TO AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES** – *Chairman Cadwell* (Action item)

4. **ADOPTION OF TWENTIETH SUPPLEMENTAL BOND RESOLUTION –** *Lisa Lumbard, CFO* (Action Item)

5. **PRESENTATION OF DRAFT 2040 MASTER PLAN –** *Glenn Pressimone, P.E., Director of Engineering* (Info. Item)

6. **BOARD APPROVAL OF A MOTION CONFIRMING THE TERMS AND CONDITIONS FOR EASEMENT PARCEL 897 ACQUIRED FOR WEKIVA PARKWAY PROJECT –** *Joseph Passiatore, General Counsel* (Action Item)

7. **STRATEGIC PLAN** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer* (Info. Item)

8. **LEGISLATIVE UPDATE** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer* (Info. Item)

9. **WEKIVA PARKWAY CONSTRUCTION UPDATE AND APPROVAL OF CONTRACT AWARD TO GLF CONSTRUCTION FOR PROJECT NO. 429-206** – *Don Budnovich, P.E., Resident Engineer/Sr. Project Manager* (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.

1/14/16 Board Meeting Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
January 14, 2016

Location: Central Florida Expressway Authority
Boardroom

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
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, Recording 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 extended an invitation to the TEAMFL meeting on January 28 and 29 at the Hyatt Hotel at the Orlando International Airport.
- Don Maloney asked questions about CFX's dynamic message signs.
- Sally Baptiste talked about public/private partnerships. She provided information, which she asked to be sent to the Board members.
- Mark Schmidter asked questions about oaths of office, surety bonds, pledged credit, and private partnerships.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the minutes of the December 10, 2015 Board Meeting 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).

CONSTRUCTION & MAINTENANCE

1. Approval of Final Ranking and Authorization for Fee Negotiations with KCCS, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 429 (Wekiva Parkway) Project No. 429-205/Contract No. 001088

2. Authorization to Execute Cooperative Purchase Agreement with Greenman-Pedersen, Inc. for Surface Preparation and Painting Consultant Services – Contract No. 001172 (Contract Amount: Not-to-Exceed $750,000)

3. Approval of Contract Renewal with Infrastructure Corporation of America for S.R. 429 and S.R. 414 Roadway and Bridge Maintenance Services (Renewal Amount: $2,008,985.38)

4. Approval of Construction Contract Modifications on the following contract:
   a) Contract No. 417-731A Preferred Materials, Inc. ($259,453.59)

ENGINEERING

5. Approval of Final Ranking and Award of Contract to Pegasus Engineering, LLC for Miscellaneous Design Services (SSBE) – Contract No. 001161 (Contract Amount: Not-to-Exceed $2,500,000)

6. Approval to enter into an Agreement with the Center for Urban Transportation Research (CUTR) for a Multimodal Investment Assessment

HUMAN RESOURCES

7. Approval of Budget Amendment for Immediate Staffing Needs

INFORMATION TECHNOLOGY (IT)

8. Approval of Contract Renewal with Technical Aid Corporation d/b/a Advantage Technical Resourcing for IT Technical Support Services (Renewal Amount: $150,000)

9. Authorization to Enter into a Software Escrow Agreement with Q-Free for the Image Review Software Component of the Toll System Replacement Project

10. Ratification of Executive Director Approval of Purchase Orders for Toll System Replacement Project
    a) Computer Systems Support, Inc. $74,433.79
    b) Computer Systems Support, Inc. $1,377,790.72
    c) Computer Systems Support, Inc. $4,293,926.80

11. Approval of Purchase Order to Carousel Industries for Network Expansion (P.O. Amount: $303,762.44)

12. Approval of Purchase Order to CDWG for Replacement of Obsolete Firewalls (P.O. Amount: $97,110)

13. Approval of Amendments to Security Policy

PUBLIC INFORMATION/EDUCATION

14. Adoption of Resolution Adopting Guidelines for Content on CFX Social Media Channels

TOLL OPERATIONS

15. Approval of Amendments to the Violation Business Rules

16. Approval of Amendments to Policy Regarding Eligibility Requirements for Free Sticker Transponders

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins 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 reported that in the coming weeks we will begin demolition on the SR 528 Airport Toll Plaza.
- The Chairman extended an invitation to the ribbon cutting of the SR 417/Boggy Creek Road interchange on Friday, February 12 at 10 a.m.

- The Chairman asked the gubernatorial appointees to submit their names for the CFX Committees in time for the March agenda.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for November were $29,465,504 which is 14% above projections and 13% above prior year. CFX's total revenues were $31.5 million for the month.

Total OM&A expenses were $5.0 million for the month and $21.3 million year-to-date, which is 13% under budget.

After debt service the total net revenue available for projects was $15.0 million for November and $78.2 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, she reported on the following:

- Starting February 1 we will kick off the school bus discount program.
- Upcoming Board meetings:
  - Feb./March
    - Traffic and Revenue Report update
    - In-depth financial workshop
    - Draft 2040 Master Plan
  - April
    - Final 2040 Master Plan
    - Draft Five-Year Work Plan options
    - Draft OM&A Budget

At Mr. Madara's request, Ms. Kelley elaborated on her meetings with Enterprise Rent-A-Car.

F. REGULAR AGENDA ITEMS

1. ANNUAL ELECTION OF CHAIRMAN, VICE CHAIRMAN AND SECRETARY/TREASURER

A motion was made by Mayor Dyer and seconded by Ms. Herr to continue with the current slate of officers. The motion carried with eight (8) Board members present and voting AYE by voice vote; Mayor Jacobs was not present.

2. INFORMATION TECHNOLOGY DEPARTMENT PRESENTATION

Director of Information Technology, Mr. Rene Rodrigue gave an overview of the Information Technology Department.

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

3. UPDATE ON S.R. 417 AND S.R. 429 BUY/SWAP

Executive Director Laura Kelley reported that she and Commissioner Carey met with Ben Watkins, Director of the Division of Bond Finance on December 17th. Mr. Watkins and his staff have agreed to look at the valuation methodology. We are hoping to meet with him again in late January. We also have a follow-up teleconference with FDOT Secretary Jim Boxold later this month.

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

4. UPDATE ON CENTRALIZED CUSTOMER SERVICE SYSTEM (CCSS)

Ms. Kelley reported that we have received a letter from the Florida Department of Transportation/Florida's Turnpike Enterprise stating that they are ready to move forward with the development phase of the CCSS project now that FDOT has concluded the protest of the contract and executed the same.

Staff will provide an executive summary of the contract and master agreement at the next Board meeting. The master agreement that we have received from FDOT does not yet have the key elements that this Board expects to have.

Those key elements are:

- Pro-rata share of the ownership of the system
- Equal voice in the management decisions
- Reasonable cost savings

In order to respond to FDOT, Ms. Kelley requested direction from the Board.

Mr. Scheeringa suggested adding key performance metrics and that FDOT be held accountable that our customer service would remain the same or improve.

A motion was made by Mr. Madara and seconded by Commissioner Boyd to authorize the Executive Director to contact the Florida Department of Transportation to reiterate

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

Mr. Madara suggested that we emphasize to FDOT that in our initial review these are the four key guiding principles that we feel the agreement is lacking, however, there could be additional items that we have concerns with, pending full Board review.

5. APPROVAL OF CONTRACT WITH PAYTOLLO

Ms. Kelley requested approval to enter into the proposed contract to go into beta testing with PayTollo, a phone app for toll collection. If the testing is successful, we will move to an operations agreement, which would be brought to the Board for approval at a later date.

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

6. CUSTOMER SERVICE CENTER SPACE OPTIMIZATION

Chief of Technology/Operations Corey Quinn requested approval of an investment to our customer service center in order to maintain the levels that our E-PASS customers expect. He explained that our trends are showing a nearly 25% increase in call volumes. If these trends continue, our benchmarks will be much more difficult to reach. In addition, we forecast a 26% increase in unpaid toll notices through December 2016.

Staff proposes to utilize savings in the Five-Year Work Plan to fund the Customer Service Center Space Optimization Design Build Project. The cost estimate is $1.5 million (10% contingency; includes design, construction and permitting).

Discussion took place regarding the increase in call volumes. Chairman Cadwell suggested that we track the number of SunPass calls. Commissioner Carey suggested that upgrading our website would reduce the call volumes. Mr. Madara suggested that we look into a mobile app as part of the website upgrade.

A motion was made by Mr. Madara and seconded by Commissioner Boyd to authorize advertisement of the Customer Service Center Space Optimization Project. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

7. CUTR REPORT ON ECONOMIC IMPACTS OF CFX FIVE-YEAR WORK PLAN

Mr. Steve Reich of the University of South Florida's Center for Urban Transportation Research (CUTR) presented highlights from the Report prepared by CUTR titled, "The Economic Impact and Benefits of the Central Florida Expressway Authority Five-Year Work Plan" (Exhibit C).

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

G. BOARD MEMBER COMMENT

- Commissioner Boyd brought up a public safety issue related to an accident on the southbound Turnpike entrance to eastbound SR 408.
- Commissioner Hawkins brought up the amount of time Commissioner Cadwell spends in his role as CFX Chairman so that future Vice Chairmen will know how much time will be expected when it comes time to rotate the position.
- Mr. Madara asked about the status of the legal staff analysis. Ms. Kelley explained that staff plans to bring that issue back to the Board as part of the budget process.
- Mr. Madara suggested that we take a look at three scenarios for the financial workshop in March: 1) base case, 2) best case and 3) worse case.

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 10:22 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, wwexpresswayauthority.com

D.

Consent Agenda

CONSENT AGENDA
March 10, 2016

ACCOUNTING/FINANCE

1. Approval of revisions to Fixed Assets Policy and Resolution

2. Approval for disposal of inventory items

CONSTRUCTION

3. Authorization to advertise for construction bids for S.R. 408 Widening from Hiawassee Road to Good Homes Road – Project No. 408-127/Contract No. 001180

4. Approval of final ranking and authorization for fee negotiations with Elipsis Engineering & Consulting LLC for Construction Engineering & Inspection (CEI) Services for S.R. 528/Innovation Way Interchange Design/Build - Project No. 528-313/Contract No. 001019

5. Approval of contract award to Whiteleaf LLC dba Traffic Solutions for Systemwide Replacement of Retroreflective Pavement Markers – Project No. 599-736/Contract No. 001164 (Contract Amount: $137,636.60)

6. Approval of PI Consulting Services, LLC as Subconsultant to Mehta and Associates for Miscellaneous Construction Engineering & Inspection (CEI) Services – Contract No. 000976

7. Approval of contract award to Jacobs Engineering Group, Inc. for Construction Engineering & Inspection (CEI) Services for Wekiva Parkway from Systems Interchange to S.R. 46 – Project No. 429-206/Contract No. 001089 (Contract amount: Not-to-exceed $4,100,000)

8. Authorization to advertise for construction bids for milling and resurfacing of SR 429 Seidel Road to CR 535 – Project No. 429-739/Contract No. 001188

9. Authorization to advertise for construction bids for SR 417 Curry Ford Southbound on-ramp improvements – Project No. 417-133/Contract No. 001187

10. Approval of construction contact modifications on the following contracts:

a)	Contract No. 429-202	Prince Contracting, LLC	$12,078.42
b)	Contract No. 528-405	Southland Construction	($133,616.25)
c)	Contract No. 417-301C	SEMA Construction	($29,385.74)
d)	Contract No. 599-738	Air Mechanical & Service Corp.	$23,630.51

ENGINEERING

11. Approval of final ranking and authorization for fee negotiations with Dewberry Engineers, Inc. for Professional Engineering Consultant Services for S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line - Project No. 417-134/Contract No. 001153

12. Approval of Supplemental Agreement No. 4 with DRMP, Inc. for Post Design Consultant Services for Wekiva Parkway from Lake County Line to S.R. 46 – Project No. 429-206/Contract No. 000860 (Supplemental Agreement amount: Not-to-Exceed $574,269.38)

13. Approval of Supplemental Agreement No. 1 to Second Renewal of Agreement with WBQ Design & Engineering, Inc. for Miscellaneous Design Consultant Services – Contract No. 000817 (Supplemental Agreement amount: Not-to-exceed $800,000)

INTERNAL AUDIT

14. Acceptance of FY 2016 Contracts Audit

15. Acceptance of FY 2016 Bond Financing Review

16. Acceptance of DHSMV Data Security Assessment

LEGAL

17. Approval of Addendum to Agreement for Appraisal Services with Urban Economics Inc. for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205 and 429-206 (Addendum Amount: $150,000)

18. Approval of Second Agreement for Engineering Expert Witness Consulting Services with Donald W. McIntosh Associates, Inc. for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205 and 429-206 (Agreement Amount: $150,000)

19. Approval of Second Agreement for Land Planning Services with Ellen S. Hardgrove AICP for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205 and 429-206 (Agreement Amount: $100,000)

20. Approval to serve Offer of Judgment to Cynthia J. Henderson & Robert S. Henderson for Parcels 112 and 712 (Offer of Judgment Amount: $650,000)

21. Approval to serve Offer of Judgment to Bruce Hatcher for Parcel 113, Part A & B (Offer of Judgment Amount: $200,000)

22. Approval of settlement with Holder & Strite Corporation for business damages claim related to Parcels 275 and 279 for Wekiva Parkway Project 429-202 (Settlement Amount: $176,230)

23. Approval of settlement with Amco Property Group II, LLC for Parcel 126, Part A, B & C for Wekiva Parkway Project 429-204 (Settlement Amount: $1,123,762)

24. Approval of settlement with William Raymond McMahan, Aneeta McMahan and Sylvia Delorias M. McKelvy for fee interest in Parcel 303, Part A, B & C for Wekiva Parkway Project 429-204 (Settlement Amount: $1,187,700)

25. Approval of settlement for attorney fees and expert witness fees for Parcel 254 for Wekiva Parkway Project 429-204 (Attorney fee payment: $73,000 and expert witness fee payment: $8,500)

26. Approval of settlement with Adelphia Howell for Parcel 279, Wekiva Parkway Project No. 429-204 (Settlement amount: $696,880)

27. Approval of settlement with Thomas J. Holder, Trustee for Parcel 275, Wekiva Parkway Project No. 429-204 (Settlement amount: $1,678,194)

28. Approval to accept reverse offer of judgment regarding Parcel 170 (VIP Properties, LLC) for Wekiva Parkway Project No. 429-203 in the amount of $62,000, including interest, but excluding attorney's fees and costs

29. Approval of settlement for Parcel 235 (Orlando Beltway Associates) for Wekiva Parkway Project No. 429-203 (Settlement amount: $2,765,000)

30. Approval of settlement for Parcel 185 (Pedro Diaz Bordon, Victoria Lyn Diaz) for Wekiva Parkway Project No. 429-203 (Settlement amount: $1,395,000)

31. Approval of settlement for Parcel 233 (Chiu-Hsia Huang & Rong Tsai Wu), Plymouth Sorrento Road, Apopka, FL (Settlement amount: $85,000)

32. Approval of Resolution Adopting and Approving Revised Headquarters Building Meeting Room Policy

33. Approval of one year renewal of Contract No. 000427 with Winderweedle, Haines, Ward & Woodman, P.A. for right of way counsel services (Contract amount: $1,000,000)

34. Approval of one year renewal of Contract No. 000930 with Shutts & Bowen LLP for right of way counsel services (Contract amount: $4,000,000)

35. Approval of Real Estate Purchase Agreement with Mockingbird Orlando, LLC for Improvements at the Interchange of State Roads 417 and 528 (Project 599-1260), Parcel 100, Part A and Parcel 100, Part B

36. Approval of Addendum No. 4 for Engineering Expert Witness Consulting Services with Donald W. McIntosh Associates, Inc. for the Wekiva Parkway Project Parcels 197, 897, 230, 257 and 267 (Addendum amount: $100,000)

37. Approval of Addendum No. 4 to Agreement for Appraisal Services with Pinel & Carpenter, Inc. for the Wekiva Parkway Project Parcels 197, 897, 230, 257 and 267 (Addendum amount: $80,000)

SUPPLIER DIVERSITY

38. Confirmation and Approval of Declaration of Emergency, Award of Contract to MTN Resources, LLC and approval of Wynn as subconsultant for Federal Compliance Consultant for Wekiva Parkway Construction – Contract No. 001182 (Total contract value for MTN Resources: $1,006,531.83; Total contract value for Wynn: $292,549)

TECHNOLOGY/OPERATIONS

39. Approval of Purchase Order to Temple, Inc. for High Definition CCTV Cameras (Purchase Order amount: $147,154)

40. Approval of Supplemental Agreement No. 1 with URS Energy & Construction, Inc. for Toll Facilities Operations and Management Services – Contract No. 0001071 (Supplemental Agreement amount: $370,266.44)

41. Approval of Revisions to Express Toll Collection Policy

42. Approval of Agreement with UCF Research Foundation for joint patent application for RRFB Technology as Countermeasure for Wrong Way Driving (Agreement amount: Not-to-Exceed $49,999)

43. Approval of Revisions to E-PASS User Agreement

44. Approval of Revisions to Pay By Plate and Violation Business Rules

CONSENT AGENDA ITEM

#1

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, Chief Financial Officer

DATE: February 26, 2016

RE: Adoption of Revised Fixed Assets Policy

As part of CFX's internal control structure, policies are reviewed every two years. Updates to the Fixed Assets Policy from this review are recommended to streamline the disposal of obsolete, damaged or surplus property. The noted recommendations in the attached redline version of the policy include:

- Name change to CFX.
- A change in the depreciated value of items that need to go to the Board for disposal. The $5,000 value is in line with the capitalization threshold of CFX's property.

Approval is requested of the attached revised Fixed Assets Policy and Resolution.

cc: Laura Kelley, Executive Director

Resolution No. 2016-____.

A RESOLUTION OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING THE FIXED ASSETS POLICY

WHEREAS, Central Florida Expressway Authority ("CFX") previously adopted a "Fixed Assets Policy" on April 2, 2012 establishing the goals of managing CFX's fixed assets; and

WHEREAS, CFX's governing Board concurs in the revised Fixed Assets Policy which changes the value and valuation method of obsolete, damaged or surplus property that must be approved by the board before disposal.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. ADOPTION. The current "Fixed Assets Policy" shall be amended in accordance with the attached "Fixed Assets Policy" attached hereto as Exhibit "A"

Section 2. CODIFICATION. This Resolution and Policy should be codified in section FIN-1 of the CFX Policies and Procedures.

Section 3. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of March, 2016.

_____
Welton G. Cadwell
Chairman

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

~~Orlando-Orange County~~ Central Florida Expressway Authority
Fixed Assets Policy

Rationale~~:~~

It is the function of the Finance Department to administer accounting activities for fixed assets in accordance with established policies, procedures, guidelines, and legal requirements.

I. Capitalization and Depreciation~~:~~

~~The Authority~~CFX shall capitalize property at a cost of $5,000 or more and projected useful life of 1 year or more. ~~The Authority~~CFX's Chief Financial Officer is responsible for setting the depreciation method and lives for each category of assets.

II. Preservation~~:~~

~~The Authority~~CFX has adopted the Modified Approach to Infrastructure Asset Accounting in accordance with Governmental Accounting Standards Board (GASB) Pronouncement 34. The basis for this method is that infrastructure assets are indefinite lived if properly maintained. Therefore, rather than depreciating infrastructure assets and improvements thereto, expenses incurred for the Renewal and Replacement of roadway will be expensed as "Preservation Expense." As such, ~~the Authority~~CFX has established a Renewal and Replacement Program designed to maintain ~~the Authority~~CFX's infrastructure assets in accordance with the standards set forth below. An annual budget for funding this program will be incorporated into the five-year work plan and a minimum of $2 million shall be maintain on reserve in the Renewal and Replacement fund. The condition of the infrastructure will be independently verified on an annual basis and compared to the standards below:

a. **Routine Maintenance~~:~~**

~~The Authority~~CFX's Routine Maintenance program shall be planned and designed to achieve and overall MRP rating of at least 90, which is the target set by the Florida Transportation Commission (FTC). However, for purposes of compliance with Governmental Accounting Standards (GASB), the minimum rating shall be set at 80. By consistently achieving an overall MRP rating of 80, the system can be maintained at an

acceptable level, and a stable planned cycle of repairs and resurfacing can be programmed.

b. **Resurfacing:**
~~The Authority~~CFX's Renewal and Replacement program shall be designed to ensure a minimum of 85% of its lane miles in good condition (rated 7 or above in pavement condition on a scale of 0 – 10 with 10 being the highest), which is the target set by the FTC. The minimum percentage for compliance with GASB standards shall be 80%.

c. **Bridge Repair and Replacement:**
~~The Authority~~CFX's Bridge Repair Program shall be designed to ensure 95% or more of all bridges are in good condition, which is the target set by the FTC. All Bridges shall be maintained is such a way that ensures that the bridges deemed to be under this rating are still safe for use by the public. The minimum percentage for compliance with GASB standards shall be 90%.

III. Inventory of Tangible Personal Property:
~~The Authority~~CFX follows the Florida Statutes, Chapter 274, Tangible Personal Property Owned by Local Governments, which states "The Chief Financial Officer (of the State of Florida) shall establish by rule the requirements for the recording of property and for the periodic review of property for inventory purposes." The Chief Financial Officer of the State of Florida has established that property with a value of $1,000 or more and a projected useful life of 1 year or more shall be inventoried.

IV. Disposal:
Tangible personal property at a depreciated cost of $~~1~~5,000 or more that becomes obsolete, damaged, is surplus property, or is of no use to ~~the Authority~~CFX may be disposed of with the approval of the Board. Tangible personal property at a cost of less than $~~1~~5,000 may be disposed of with the approval of ~~the Authority~~CFX's Chief Financial Officer. Tangible personal property may be disposed of by sale, donation to a governmental unit or nonprofit agency, or scrapped.

~~**APPROVED AND ADOPTED BY THE BOARD ON THIS 12ndth DAY OF APRILNOVEMBER 20125.**~~

_____

~~Darleen Mazzillo, Executive Assistant~~

Central Florida Expressway Authority
Fixed Assets Policy

Rationale

It is the function of the Finance Department to administer accounting activities for fixed assets in accordance with established policies, procedures, guidelines, and legal requirements.

I. Capitalization and Depreciation

CFX shall capitalize property at a cost of $5,000 or more and projected useful life of 1 year or more. CFX's Chief Financial Officer is responsible for setting the depreciation method and lives for each category of assets.

II. Preservation

CFX has adopted the Modified Approach to Infrastructure Asset Accounting in accordance with Governmental Accounting Standards Board (GASB) Pronouncement 34. The basis for this method is that infrastructure assets are indefinite lived if properly maintained. Therefore, rather than depreciating infrastructure assets and improvements thereto, expenses incurred for the Renewal and Replacement of roadway will be expensed as "Preservation Expense." As such, CFX has established a Renewal and Replacement Program designed to maintain CFX's infrastructure assets in accordance with the standards set forth below. An annual budget for funding this program will be incorporated into the five-year work plan and a minimum of $2 million shall be maintain on reserve in the Renewal and Replacement fund. The condition of the infrastructure will be independently verified on an annual basis and compared to the standards below:

a. **Routine Maintenance**
   CFX's Routine Maintenance program shall be planned and designed to achieve and overall MRP rating of at least 90, which is the target set by the Florida Transportation Commission (FTC). However, for purposes of compliance with Governmental Accounting Standards (GASB), the minimum rating shall be set at 80. By consistently achieving an overall MRP rating of 80, the system can be maintained at an acceptable level, and a stable planned cycle of repairs and resurfacing can be programmed.

b. **Resurfacing**
   CFX's Renewal and Replacement program shall be designed to ensure a minimum of 85% of its lane miles in good condition (rated 7 or above in pavement condition on a scale of 0 – 10 with 10 being the highest), which is the target set by the FTC. The minimum percentage for compliance with GASB standards shall be 80%.

c. **Bridge Repair and Replacement**
   CFX's Bridge Repair Program shall be designed to ensure 95% or more of all bridges are in good condition, which is the target set by the FTC. All Bridges shall be maintained is such a way that ensures that the bridges deemed to be under this rating are still safe for use by the public. The minimum percentage for compliance with GASB standards shall be 90%.

III. Inventory of Tangible Personal Property

CFX follows the Florida Statutes, Chapter 274, Tangible Personal Property Owned by Local Governments, which states "The Chief Financial Officer (of the State of Florida) shall establish by rule the requirements for the recording of property and for the periodic review of property for inventory purposes." The Chief Financial Officer of the State of Florida has established that property with a value of $1,000 or more and a projected useful life of 1 year or more shall be inventoried.

IV. Disposal

Tangible personal property at a depreciated cost of $5,000 or more that becomes obsolete, damaged, is surplus property, or is of no use to CFX may be disposed of with the approval of the Board. Tangible personal property at a cost of less than $5,000 may be disposed of with the approval of CFX's Chief Financial Officer. Tangible personal property may be disposed of by sale, donation to a governmental unit or nonprofit agency, or scrapped.

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Board Members
Central Florida Expressway Authority

FROM: Lisa Lumbard, Chief Financial Officer

DATE: February 24, 2016

RE: Disposal of Inventory

Staff requests authorization to dispose equipment that is either broken or obsolete to the Authority using the services of Southeastern Data and Gideon Auction House.

Purchase Date/Estimated Purchase Date	Description	Cost/Estimated Cost per each	Quantity	Extended Total	Asset Tag #
5/96	Depository drop safe- used by toll attendants to deposit cash/coin at end of shift	$ 2,100.00	1	$ 2,100.00	2390
5/00	Printer	$ 2,077.00	1	$ 2,077.00	4004
2/02	Printer	$ 1,811.00	1	$ 1,811.00	4309
1/04	Chevy Astro Van	$ 18,791.45	1	$18,791.45	4554
1/06	Transponder Reader- programs/assesses transponders	$ 2,502.90	15	$37,543.50	4022/NA
2007	Switch-connect all the computers to our network	$ 4,674.00	2	$ 9,348.00	NA
1/07	Router-connect network devices such as servers	$ 1,628.60	3	$ 4,885.80	NA
8/07	Computer-work station	$ 1,313.64	1	$ 1,313.64	5503
1/08	Server-Gamma - For Zenworks - used for deploying software to computers, and inventory computers	$ 6,144.61	1	$ 6,144.61	5891
1/09	Laptop	$ 1,589.73	1	$ 1,589.73	6097
1/10	Server-VO-1 -virtual observer server - used to record phone calls on the 2nd floor	$ 2,500.00	1	$ 2,500.00	6112
6/11	Server-CORPXENBCK1 - host for the corporate website's servers	$ 7,366.52	1	$ 7,366.52	6627

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: CFX Board Members

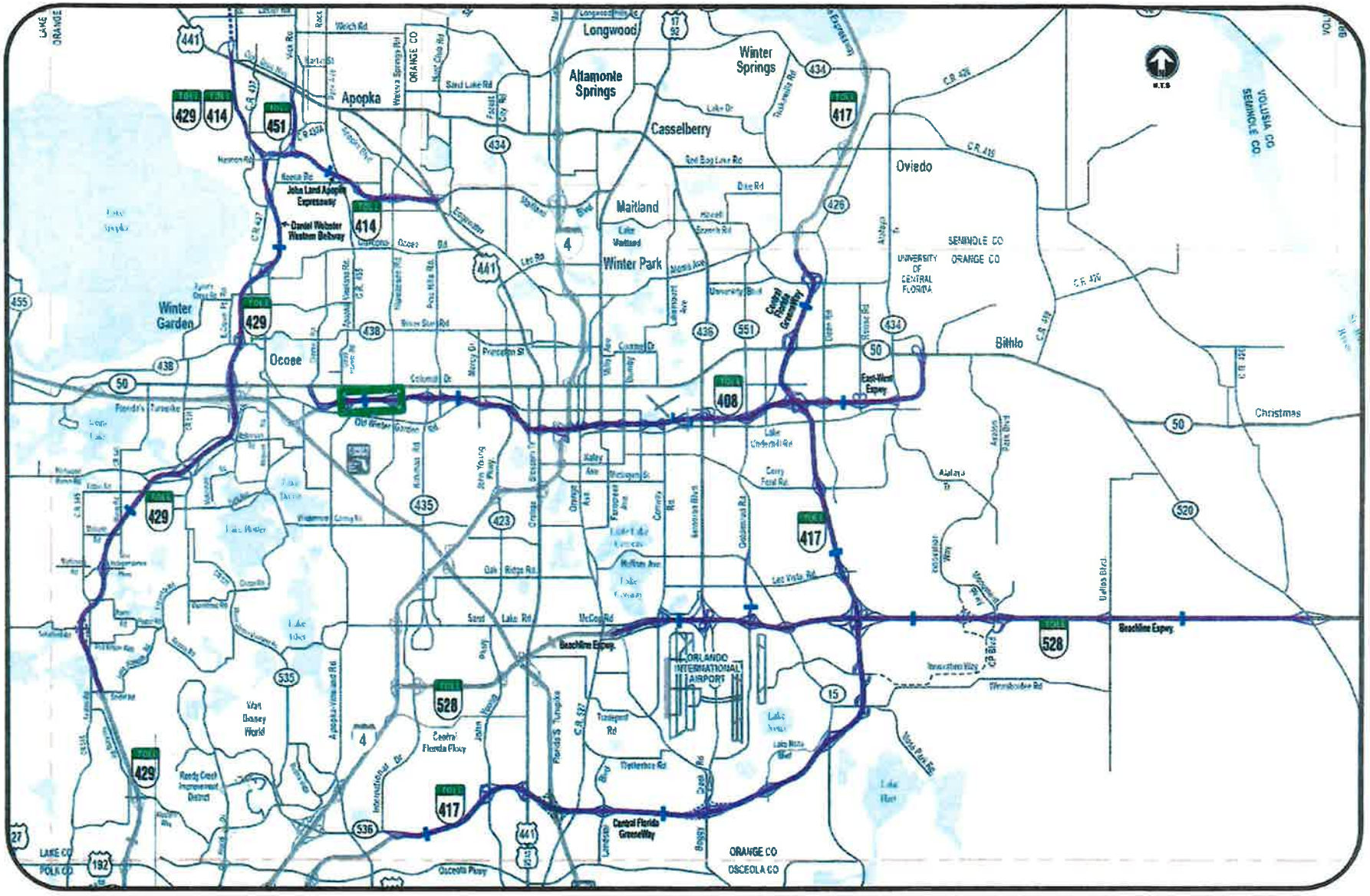
FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Authorization to Advertise
S.R. 408 Widening from Hiawassee Road to Good Homes Road
Project No. 408-127; Contract No. 001180

Board authorization is requested to advertise for construction bids for S.R. 408 widening from Hiawassee Road to Good Homes Road. Work will consist of the construction of median widening of S.R. 408 from four (4) general use lanes to six (6) general use lanes between the Hiawassee Mainline Toll Plaza and east of Hiawassee Road; milling and resurfacing of the existing S.R. 408 between Good Homes Road and Hiawassee Road; median widening of the S.R. 408 twin bridges over Hiawassee Road and outside widening of the S.R. 408 westbound bridge over Lake Sherwood.

This project is in the approved Five Year Work Plan.



SR 408 Widening from Good Homes Road to East of Hiawassee Road

CONSENT AGENDA ITEM

#4

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Approval of Final Ranking and Authorization for Fee Negotiations for Construction Engineering and Inspection (CEI) Services for S.R. 528/Innovation Way Interchange Design/Build Project
Project 528-313, Contract No. 001019

In accordance with the approved Procurement Policy and Procedures for professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on November 8, 2015. Responses were received from three firms by the November 24, 2015, deadline. Those firms were: Elipsis Engineering & Consulting LLC.; JBS Engineering Technical Services, Inc.; Target Engineering Group, Inc. The Evaluation Committee voted unanimously to shortlist all three firms.

Technical Proposals were submitted by all three firms for review and scoring by the deadline. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on February 1, 2016. After the orals presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

Ranking	Consultant Firm
01	Elipsis Engineering & Consulting LLC.
02	JBS Engineering Technical Services, Inc.
03	Target Engineering Group, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Elipsis Engineering & Consulting LLC. is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested. If negotiations with Elipsis Engineering & Consulting LLC. are not successful, Board authorization to enter into negotiations with the second ranked firm, JBS Engineering Technical Services, Inc., is requested.

LOI-001019R Project 528-313 Committee Meeting February 1, 2016 Minutes

Technical Review Committee for **CEI Services for S.R. 528/Innovation Way Interchange; Contract No. 001019R, Project 528-313,** held a duly noticed meeting on Monday, February 1, 2016, commencing at 12:58 p.m. Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Joe Berenis, Chief of Infrastructure
Ben Dreiling, Director of Construction
Don Budnovich, Resident Engineer

Other Attendees:
Robert Johnson, Manager of Procurement

Presentations / Q and A:
Robert Johnson commenced each presentation with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Elipsis Engineering & Consulting LLC	1:00 – 1:29 p.m.
JBS Engineering Technical Services, Inc.	1:43 – 2:14 p.m.
Target Engineering	2:34 – 3:07 p.m.

Evaluation Portion:
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

FIRM	Points	Ranking
Elipsis Engineering & Consulting LLC	03	01
JBS Engineering Technical Services, Inc.	07	02
Target Engineering	08	03

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Don Budnovich would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 3:17pm These minutes are considered to be the official minutes of the Technical Review Committee meeting held Monday, February 1, 2016, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson

Approved by: _____
Don Budnovich

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Award of Contract for
Systemwide Replacement of Retroreflective Pavement Markers (RPM)
Project No. 599-736, Contract No. 001164

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on February 18, 2016, for the referenced project. Bid results were as follows:

Bidder	Bid Amount
Whiteleaf LLC dba Traffic Solutions	$137,636.60
AKCA Inc.	$148,375.20
Amroad LLC	$173,650.40
McShea Contracting LLC	$252,762.50

The Engineer's Estimate for this project is $171,589.00.

The Procurement Department has evaluated all bids and has determined the bid from Whiteleaf LLC dba Traffic Solutions, to be responsible and responsive to the bidding requirements. Award of the contract to Whiteleaf LLC dba Traffic Solutions in the amount of $137,636.60 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001164 (the "Contract"), made this _____ day of _____, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Whiteleaf LLC dba Traffic Solutions, 3501 S. Sanford Ave., Sanford, FL. 32773, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-736, Systemwide Replacement of Retroreflective Pavement Markers, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is $137,636.60. This Contract was awarded by the CFX Board of Directors at its meeting on March 10, 2016.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

WHITELEAF LLC DBA TRAFFIC SOLUTIONS

By:_____

_____
Title

ATTEST: _____(Seal)

Approved as to form and execution, only.

General Counsel for CFX

_____

CONSENT AGENDA ITEM

#6

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Approval of Subconsultant for
Miscellaneous Construction Engineering and Inspection Services Contract with
Mehta and Associates, Inc.
Contract No. 000976

In accordance with the Procurement Policy, Article IV, Governing Rules, paragraph G, Mehta and Associates, Inc. (Mehta), one of our consultants providing miscellaneous CEI services, has requested approval to use PI Consulting Services, LLC. (PI), a certified DBE, to provide CEI services. The fees are expected to exceed the $25,000.00 threshold established by the Policy for subconsultants not disclosed by Mehta when its contract with CFX was originally awarded.

Board approval of PI as a subconsultant to Mehta is requested.

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Director of Procurement

DATE: February 23, 2016

RE: Award of Contract for Construction Engineering and Inspection Services for S.R. 429 (Wekiva Parkway) from Systems Interchange to S.R. 46
Project No. 429-206; Contract No. 001089

At its meeting on November 12, 2015, the Board approved the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with the number one ranked firm, AECOM Technical Services, Inc. Approval was also given that if negotiations with AECOM were unsuccessful to enter into negotiations with the second ranked firm, Jacobs Engineering Group, Inc.

Negotiations with AECOM were unsuccessful and negotiations with the second ranked firm, Jacobs Engineering Group, Inc. commenced. Those negotiations have been completed and Board award of the contract to Jacobs Engineering Group, Inc. in the not-to-exceed amount of $4,100,000.00 is requested.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
JACOBS ENGINEERING GROUP, INC.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
S.R. 429 (WEKIVA PARKWAY)
PROJECT NO. 429-206

CONTRACT NO. 001089

CONTRACT DATE: MARCH 10, 2016
CONTRACT AMOUNT: $4,100,000.00

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)
PROJECT NO. 429-206

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001089

MARCH 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd. Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

Section	Title	Page
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. 001089

THIS AGREEMENT, made and entered into this 10th day of March, 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 JACOBS ENGINEERING GROUP, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 200 S. Orange Ave., Suite 900, 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 Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 001089, S.R. 429 (Wekiva Parkway) from Systems Interchange to S.R. 46; Project 429-206.

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 20 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 22 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.

Mehta and Associates, Inc.
Metric Engineering, Inc.
Elipsis Engineering and Consulting, LLC
Foundation & Geotechnical Engineering LLC
Aerial Innovations, Inc.
Ardaman and Associates, Inc.

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. 001089 including, but not necessarily limited to, S.R. 429 (Wekiva Parkway) from systems interchange to S.R. 46; Project 429-206.

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 $1,850,000.00. 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 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 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 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 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.

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and 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 March 10, 2016.

JACOBS ENGINEERING GROUP, INC.

BY:_____
Authorized Signature

Title:_____

Print Name:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for 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. 001089, S.R. 429 (Wekiva Parkway) from Systems Interchange to S.R. 46; Project 429-206.

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 22 months.

IV. SERVICES

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

A. General

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

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

The CONSULTANT shall advise 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 (CFX)
Project No. 429-206
Contract No. 001089

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 $4,100,000.00. 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:

	$ 2,636,199.73

- 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.

	$ 27,756.85

- Fixed Fee/Operating Margin (Field Services)

Prime (Lump Sum)	$ 334,585.99
Sub-Consultants (Limiting Amount)	$ 192,653.95

- Direct Project Expenses (As Identified)

Office Setup and Rent (Allowance)	$ 96,996.06
Office Sup., Utilities, Tools, Equip, Furniture (Lump Sum): Jacobs Mehta	 $ 64,289.66 $ 830.40
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.) Jacobs $5.18 Mehta $2.96 Metric $5.55	$ 134,131.88

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

Elipsis Eng. (Asphalt Plant/Testing)	$ 107,059.75
Ardaman & Assoc. (Precast/Steel Fab.)	$ 44,850.00
FGE (PDA)	$ 99,563.84
Mehta (Survey)	$ 24,820.00
Aerial Innov. (Aerial Photo)	$ 3,246.20

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; and that bids have not yet been received that establish the value of construction, and therefore have included a contingency to be expended at the sole discretion and prior authorization of the Authority

Contingency (Allowance)	$ 333,015.69

2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT (Jacobs) will receive monthly progress payments as follows: Month 1 @ $12,857.93, Months 2 – 22 will be paid in equal installments of $2,449.13 per month. The Subconsultant (Mehta) will receive monthly progress payments as follows: Month 1 @ $166.17, Months 2 – 22 will be paid in equal installments of $31.63 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 CFX, will be made on final billing.

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. 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

Staff-Hour Estimate

Firm Name	Jacobs Engineering Group Inc.
Project No.:	429-206
Contract:	001089
Project Name	S.R. 429 Wekiva Parkway Section 2C
County	Lake
Project Type and Description	CEI for SR453 New Road Construction, SR46 Road Widening
Date Prepared	1/27/2016

Item No.	Personnel Clasification	BC																						Total	
		Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Man Months	Man Hours
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22		
	Jacobs																								
1	CEI Senior Project Engineer (Jacobs)	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.5	3,548
2	CEI Project Administrator (Jacobs)	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.5	3,548
3	CEI Contract Support Specialist (Jacobs)	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.5	3,548
4	CEI Secretary/Clerk Typist (Jacobs)	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.5	3,548
5	CEI Senior Roadway Inspector (Metha)	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.5	3,548
6	CEI Senior Bridge Inspector (Jacobs)	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.5	3,548
7	CEI Senior ITS Inspector/Utilities/Roadway/Bridges (Jacobs)	0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	21.5	3,548
8	CEI Roadway Inspector (Metha)		0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		19.5	3,218
9	CEI Roadway Inspector (Metric)			0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		18.5	3,053
10	CEI Bridge Inspector (Metha)		0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				17.5	2,888
11	CEI Bridge Inspector (Metric)			0.5	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				16.5	2,723
12	Rail Liaison (Jacobs)	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04								0.6	99
	Total	3.54	8.04	10.04	11.04	11.04	11.04	11.04	11.04	11.04	11.04	11.04	11.04	11.04	11.04	11.04	11.00	11.00	11.00	11.00	9.00	9.00	7.00	223.10	36,812

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Project Summary

Contractual Role	Firm	Services	Total
PRIME	Jacobs Engineering Group, Inc.	Construction Engineering and Inspection	$ 2,253,840.02
Subconsultant 1*	Mehta and Associates, Inc.	Construction Engineering and Inspection	$ 773,185.86
Subconsultant 2	Metric Engineering, Inc.	Construction Engineering and Inspection	$ 460,418.64
Subconsultant 4*	Elipsis Engineering & Consulting, LLC	Asphlat Plant /Materials Testing	$107,059.75
Subconsultant 5	Foundation & Geotechnical Engineering, LLC.	PDA Services	$ 99,563.84
Subconsultant 6	Aerial Innovations, Inc.	Aerial Pictures	$ 3,246.20
Subconsultant 7	Ardaman and Associates, Inc.	Precast/Steel Inspection	$ 44,850.00
Subconsultant 8*	Mehta and Associates, Inc. (Survey)	Survey	$ 24,820.00

Total	$	3,766,984.31
Contigency	$	333,015.69
	$	4,100,000.00

DBE*	$905,065.61	Approximate Construction Budget	$ 60,000,000.00
	24%	Total Construction	N/A at this time

Approximate Percent CEI of Construction 6.28%

CFX
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

Method of Compensation

Salary Related costs	Field Inspection					**$ 2,636,199.73**
				Prime	Jacobs Engineering Group, Inc.	$ 1,672,929.97
				Sub	Mehta and Associates, Inc.	$ 611,255.06
				Sub	Metric Engineering, Inc.	$ 352,014.70
Premium OT						**$ 27,756.85**
				Prime	Jacobs Engineering Group, Inc.	$ 11,540.18
				Sub	Mehta and Associates, Inc.	$ 10,290.49
				Sub	Metric Engineering, Inc.	$ 5,926.18
Operating Margin					Total	**$ 527,239.94**
				Subconsultants only		**$ 192,653.95**
				Prime	Jacobs Engineering Group, Inc.	$ 334,585.99
				Sub	Mehta and Associates, Inc.	$ 122,251.01
				Sub	Metric Engineering, Inc.	$ 70,402.94
		No. Months	Rate		LS (exp) Jacobs	**$64,289.66**
Prime						
Direct Expense Reimbursement	Month 1	1	$ 12,857.93			$ 12,857.93
	Months 2 to 22	21	$ 2,449.13			$ 51,431.73
		No. Months	Rate		LS (exp) Mehta	**$ 830.40**
Sub 1						
Direct Expense Reimbursement	Month 1	1	$ 166.17			$ 166.17
	Months 2 to 22	21	$ 31.63			$ 664.23
					Total LS (exp)	**$65,120.06**
					Hrly Rate	
Vehicle / Mobile Communications	hourly rate of reimbursement			Jacobs	$5.18	$ 73,498.16
				Metha	$2.96	$ 28,558.90
				Metric	$5.55	$ 32,074.82
					Total	**$134,131.88**
Office Setup and Rent (allowance)						**$96,996.06**
Asphalt Plant, Testing, Offsite Plant Inspection and Testing, Geotech, Survey and Aerials						**$ 279,539.79**
	1 Asphalt Plant/Testing				Elipsis Engineering & Consulting, LLC	$ 107,059.75
	2 Precast/Offsite Steel Fab				Ardaman and Associates, Inc.	$ 44,850.00
	3 PDA				Foundation & Geotechnical Engineering, LLC.	$ 99,563.84
	4 Survey				Mehta and Associates, Inc. (Survey)	$ 24,820.00
	5 Aerial				Aerial Innovations, Inc.	$ 3,246.20
	1, 2, 4 above invoice per System Wides					

Summary of Above

Salary		**$ 2,636,199.73**
Premium OT		**$ 27,756.85**
Op Margin		**$ 527,239.94**
	Jacobs	$ 334,585.99
	Subs	$ 192,653.95
Office Setup		**$96,996.06**
Direct Expenses		**$65,120.06**
Vehicles/mobiles		**$134,131.88**
Limiting offsite Eng		**$ 279,539.79**
Asphalt Plant / Laboratory Testing		$ 107,059.75
Precast Plant / Steel Inspection		$ 44,850.00
PDA		$ 99,563.84
Survey		$ 24,820.00
Aerials		$ 3,246.20
Subtotal		**$ 3,766,984.31**
Contingencies		**$ 333,015.69**
Total		**$ 4,100,000.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Prime: Jacobs Engineering Group, Inc.

Escalation 3.00% Date: February 23, 2016

Position	Name	2016		2017		2018		Total	
		Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
Resident Engineer	Ronald Ramos	$ 60.10	1402.50	$ 61.90	2145.00	$ 61.90	0.00	3547.50	$ 217,065.75
Project Administrator	Mark Fabiszak	$ 43.26	1402.50	$ 44.56	2145.00	$ 44.56	0.00	3547.50	$ 156,253.35
Contract Support Administrator	Jorge Sevilla	$ 40.58	1402.50	$ 41.80	2145.00	$ 41.80	0.00	3547.50	$ 146,574.45
Secretary/ Clerk Typist	AnnMarie TBD	$ 21.00	1402.50	$ 21.63	2145.00	$ 21.63	0.00	3547.50	$ 75,848.85
Sr. Bridge Inspector	Greg Preece	$ 42.42	1402.50	$ 43.69	2145.00	$ 43.69	0.00	3547.50	$ 153,209.10
Sr. Inspector, ITS, Utilities, Proje	Ricardo Rivera-Reyes	$ 36.40	1402.50	$ 37.49	2145.00	$ 37.49	0.00	3547.50	$ 131,467.05
Rail Liason	James Andrews	$ 38.21	59.40	$ 39.36	39.60	$ 39.36	0.00	99.00	$ 3,828.33

				$ 884,246.88
	%	Remarks		
Staright Overtime	8.00%	Field Positions		$ 23,080.36
Salary Costs				$ 907,327.24
Field Office Overhead R	84.38%			$ 765,602.73
Subtotal				***$ 1,672,929.97***
Operating Margin	20.00%			$ 334,585.99
Premium Overtime		50% of Straight OT	excluded	$ 11,540.18
Facilities Cap. Cost of M	0.000%	per CFX		$ -
Expenses (Billable Reinbursement)				$73,498.16
Expenses (Lump Sum)				$64,289.66
Expenses (Contingency Estimated for Lease)				$96,996.06
Total				**$ 2,253,840.02**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Sub 1: Mehta and Associates, Inc.

Escalation 3.00% Date: February 23, 2016

Position	Name	2016		2017		2018		Total	
		Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
Sr. Inspector, Roadway	Vladimir Perez	$ 30.00	1402.50	$ 30.90	2145.00	$ 30.90	0.00	3547.50	$ 108,355.50
Bridge Inspector	Rajib Shrestha	$ 24.57	1237.50	$ 25.31	1650.00	$ 25.31	0.00	2887.50	$ 72,166.88
Roadway Inspector	David Eaker	$ 23.42	1237.50	$ 24.12	1980.00	$ 24.12	0.00	3217.50	$ 76,739.85

			$	257,262.23
	%	Remarks		
Straight Overtime	8.00%	Field Positions	$	20,580.98
Salary Costs			$	277,843.21
Field Office Overhead Rate	120.00%	Capped from 123.2%	$	333,411.85
Subtotal			***$***	***611,255.06***
Operating Margin	20.00%		$	122,251.01
Premium Overtime	50% of Straight OT	excluded	$	10,290.49
Facilities Cap. Cost of Money	0.00%	per CFX	$	-
Expenses (Billable Rate)			$	28,558.90
Expenses (Lump Sum Expence - Lap Top)			$	830.40
Total			**$**	**773,185.86**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Sub 2: Metric Engineering, Inc.

Escalation 3.00% Date: February 23, 2016

Position	Name	2016		2017		2018		Total	
		Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
Roadway Inspector	Michael Pope	$ 23.82	1072.50	$ 24.53	1980.00	$ 24.53	0.00	3052.50	$ 74,116.35
Bridge Inspector	Brian Smith	$ 26.71	1072.50	$ 27.51	1650.00	$ 27.51	0.00	2722.50	$ 74,037.98

			$	148,154.33
		% Remarks		
Straight Overtime		8.00% Field Positions	$	11,852.35
Salary Costs			$	160,006.68
Field Office Overhead Rate		120.00% Capped from 130.33	$	192,008.02
Subtotal			***$***	***352,014.70***
Operating Margin		20.00%	$	70,402.94
Premium Overtime		50% of Straight OT excluded	$	5,926.18
Facilities Cap. Cost of Money		0.00% per CFX	$	-
Expenses (Billable rate)			$	32,074.82
Expenses (Limiting Amount)			$	-
Total			**$**	**460,418.64**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Sub 3: Elipsis Engineering & Consulting, LLC

Escalation 0.00% Date: February 23, 2016

Plant Inspection / Specialty Services

Position	2016		2017		2018		Total		
	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars	
Asphalt Plant Inspector	$ 70.00	250.00	$ 70.00	250.00	$ 70.00	0.00	500.00	$ 35,000.00	Set CSX Rates

Total Asphalt Plant Inspection $ 35,000.00

ITEM #	DESCRIPTION	QTY	UNIT PRICE (Billing)	TOTAL COST
A	ASTM C39, C31 & C617: Curing Capping and Compressive Strength cylinders (per cyl) Cl II, IV	65	$13.15	$854.75
B	FM 5-515 Limerock Bearing Ratio	30	$295.00	$8,850.00
C	T99 Standard Proctor	95	$99.75	$9,476.25
D	T180 Modified Proctor	115	$99.75	$11,471.25
E	AASHTO T 27 Sieve Analysis	20	$47.25	$945.00
F	FM 1-T011 Aggregate (200)	20	$30.00	$600.00
G	FM1-T88 Particle Size analysis of soils (incl -200 wash)(no hydrometer)	200	$47.25	$9,450.00
H	FM 1-T-89 Determining the liquid limit of soils.	210	$42.00	$8,820.00
I	FM 1-T-90 Determining the plastic limit and plasticity index of soils.	210	$42.00	$8,820.00
J	FM 1-T-267 Organic content in soils by loss on ignition. (per avg.of 3)	205	$31.50	$6,457.50
K	FM 5-550, pH of soil and water	105	$42.00	$4,410.00
L	FM 5-551 Resistivity of soil and water	15	$42.00	$630.00
M	FM 5-552 Chloride in soil and water	15	$42.50	$637.50
N	FM 5-553 Sulfate in soil and water	15	$42.50	$637.50

Total Laboratory $72,059.75

Total $107,059.75

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Subconsultant 4: Foundation & Geotechnical Engineering, LLC.

Escalation 0.00% Date: February 23, 2016

Position	2016		2017		2018		Total	
	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
Geotechnical Engineer	$ 152.38	168.00	$ 152.38	0.00	$ 152.38	0.00	168.00	$ 25,599.84
Project Manager	$ 122.40	160.00	$ 122.40	0.00	$ 122.40	0.00	160.00	$ 19,584.00
Project Engineer - PDA Testing	$ 76.19	200.00	$ 76.19	0.00	$ 76.19	0.00	200.00	$ 15,238.00
Project Engineer - Data Analysis	$ 68.55	40.00	$ 68.55	0.00	$ 68.55	0.00	40.00	$ 2,742.00
PDA Equipment	$ 600.00	40.00	$ 600.00	0.00	$ 600.00	0.00	40.00	$ 24,000.00
CAPWAPs	$ 175.00	40.00	$ 175.00	0.00	$ 175.00	0.00	40.00	$ 7,000.00
Weaps	$ 225.00	24.00	$ 225.00	0.00	$ 225.00	0.00	24.00	$ 5,400.00

* Technician hours for pile preparation, equipment management, final report prep etc. $ 99,563.84

	%	Remarks	
Straight Overtime		Field Positions	
Salary Costs			$ 99,563.84
Home Office Overhead Rate	0.00% capped		$ -
Subtotal			***$ 99,563.84***
Operating Margin	0.00%		$ -
Premium Overtime		Confirmed in overhead	$ -
Facilities Cap. Cost of Money	0.00% per CFX		$ -
Expenses (Lump Sum)	PDA Equipment	Mobilization	$ -
Expenses (Limiting Amount)	0 days @ $500 per Day		$ -
Total			**$ 99,563.84**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Sub 5: Aerial Innovations, Inc.

Escalation 0.00% Date: February 23, 2016

Position	Name	2016		2017		2018		Total	
		Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
Aerials	Flyover Cost per Month - Includes 12 view / 1 - 8.5 x 11 Prints and Hi Res. Digital Images	$ 162.31	8.00	$ 162.31	12.00	162.31	0.00	20.00	$ 3,246.20

			$ 3,246.20
	%	Remarks	
Straight Overtime	0.00%	ield Positions	$ -
Salary Costs			$ 3,246.20
Home Office Overhead Rate**	0.00%	capped from 185.51%	$ -
Subtotal			***$ 3,246.20***
Operating Margin	0.00%		$ -
Premium Overtime		Reimbursed	
Facilities Cap. Cost of Money	0.00%		$ -
Expenses (Billable Exp)			
Expenses (Limiting Amount)			
Total			**$ 3,246.20**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Sub 6: Ardaman and Associates, Inc.
Field Services (Precast Yard & Steel Fabrication Inspection)

Escalation 0.00% Date: February 23, 2016

Position	remarks	2016		2017		2018		Total	
		Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
Senior CWI/Metal Fabrication Inspector	320 hours @ $85.00 per hour.	$ 85.00	320.00	$ 85.00	0.00	$ 85.00	0.00	320.00	$ 27,200.00
Senior Sign/Truss Inspector	160 hours @ $85.00 per hour.	$ 85.00	160.00	$ 85.00	0.00	$ 85.00	0.00	160.00	$ 13,600.00
Senior Project Engineer	30 hours @ $135 per hour.	$ 135.00	30.00	$ 135.00	0.00	$ 135.00	0.00	30.00	$ 4,050.00

			$	44,850.00
	%	Remarks		
Straight Overtime	0.00%	Field Positions	$	-
Salary Costs			$	44,850.00
Home Office Overhead Rate	0.00%		$	-
Subtotal			***$***	***44,850.00***
Operating Margin	0.00%		$	-
Premium Overtime		Confirmed in overhead		
Facilities Cap. Cost of Money	0.00%	per CFX	$	-
Expenses (Lump Sum)			$	-
Total Ardaman Precast/Steel Inspection			**$**	**44,850.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Sub 7: Mehta and Associates, Inc. (Survey)
Field Services (Survey)

Escalation 0.00% Date: February 23, 2016

Position	remarks	2016		2017		2018		Total	
		Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
3 Person Survey Crew (PC, IM, RM)	From Man-Hour Estimate	$ 182.00	60.00	$ 182.00	25.00	$ 182.00	0.00	85.00	$ 15,470.00
Survey Manager (PLS)		$ 110.00	60.00	$ 110.00	25.00	$ 110.00	0.00	85.00	$ 9,350.00

$ 24,820.00

	%	Remarks		
Straight Overtime	0.00%	Field Positions	$	-
Salary Costs			$	24,820.00
Home Office Overhead Rate	0.00%		$	-
Subtotal			***$***	***24,820.00***
Operating Margin	0.00%		$	-
Premium Overtime		Confirmed in overhead		
Facilities Cap. Cost of Money	0.00%	per CFX	$	-
Expenses (Lump Sum)			$	-
Total Survey Mehta			**$**	**24,820.00**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089
CFX PROJECT NO. 429-206

EXPENSES

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX $ 0.065	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
			FIELD OFFICE RENTAL AND SETUP (Allowance)							
			Section A1		$24/fs					
A1-	1	57-62	OFFICE LEASE 2100SF Office Trailer (floor plan A1.3) (Set-up) (Allowance)	22.0	$ 1,556.00	$ 34,232.00	$ 2,225.08	$ -	0.00%	$ 36,457.08
A1-			TRAILER Set-up (Allowance)	1.0	$ 25,000.00	$ 25,000.00	$ 1,625.00	$ -	0.00%	$ 26,625.00
A1-			Office Contingency (Allowance)	1.0	$ 25,000.00	$ 25,000.00		$ -	0.00%	$ 25,000.00
A1-			Water Service (Non-Potable) (Allowance)	22.0	$ 61.09	$ 1,343.98	$ 87.36	$ -	0.00%	$ 1,431.34
A1-			Electric Service (Allowance)	22.0	$ 340.12	$ 7,482.64		$ -	0.00%	$ 7,482.64
						Allowance	SUBTOTAL	contingency amount		$ 96,996.06
			Field Office Communications, Security and Other Esentials							
			Section A2							
A2-	1	63	10' Conex - Storage Container Rental	22.0	$ 75.00	$ 1,650.00	$ 107.25	$ -	0.00%	$ 1,757.25
A2-	2	63	10' Conex - Storage Container Delivery & Pickup	2.0	$ 115.00	$ 230.00	$ 14.95	$ -	0.00%	$ 244.95
A2-	3	64	Garbage Service (4 CY Dumpster)	22.0	$ 142.00	$ 3,124.00	$ 203.06	$ -	0.00%	$ 3,327.06
A2-	4	65	Security System Installation	1.0	$ 299.00	$ 299.00	$ 19.44	$ -	0.00%	$ 318.44
A2-	5	65	Security System Monitoring	22.0	$ 16.95	$ 372.90	$ 24.24	$ -	0.00%	$ 397.14
A2-	6	66	Telephone System - 2 Line Unit (wireless, 1 base, 5 handsets)	1.0	$ 238.00	$ 238.00	$ 15.47	$ -	0.00%	$ 253.47
A2-	7	67	Telephone/Internet Service (1 phone line)	22.0	$ 162.90	$ 3,583.80	$ 232.95	$ -	0.00%	$ 3,816.75
A2-	8	68	Janitorial Services	22.0	$ 250.00	$ 5,500.00	$ 357.50	$ -	0.00%	$ 5,857.50
A2-	9	N/A	Misc. Office Supplies	22.0	$ 250.00	$ 5,500.00	$ 357.50	$ -	0.00%	$ 5,857.50
							SUBTOTAL			$ 21,830.06
			FIELD OFFICE FURNITURE							
			Section B1							
B1-	1	69	Desks - SPE, PA, CSS, Admin, SI, SI, SI, 2 - Inspectors Shared	8.0	$ 149.99	$ 1,199.92	$ 77.99	$ -	0.00%	$ 1,277.91
B1-	2	69	Computer Credenza - same as above	8.0	$ 148.89	$ 1,191.12	$ 77.42	$ -	0.00%	$ 1,268.54
B1-	3	69	Cabinet - File, Two Drawer, PA, CSS, 3 SI	5.0	$ 79.99	$ 399.95	$ 26.00	$ -	0.00%	$ 425.95
B1-	4	70	Cabinet - File, Four Drawer	4.0	$ 129.99	$ 519.96	$ 33.80	$ -	0.00%	$ 553.76
B1-	5	70	Cabinet - Storage, Office Supplies & Storage	1.0	$ 64.79	$ 64.79	$ 4.21	$ -	0.00%	$ 69.00
B1-	6	70	Chair mats	8.0	$ 29.99	$ 239.92	$ 15.59	$ -	0.00%	$ 255.51
B1-	7	70	Chair - for each desk and secretarial	8.0	$ 47.19	$ 377.52	$ 24.54	$ -	0.00%	$ 402.06
B1-	8	71	Chair - stacking (1 per office = 8 + 12 in conference room)	20.0	$ 27.69	$ 553.80	$ 36.00	$ -	0.00%	$ 589.80
B1-	9	71	Table - Conference Room	1.0	$ 299.99	$ 299.99	$ 19.50	$ -	0.00%	$ 319.49
B1-	10	71	Table - folding	4.0	$ 58.79	$ 235.16	$ 15.29	$ -	0.00%	$ 250.45
B1-	11	71	Dry Erase Board - Small	4.0	$ 57.99	$ 231.96	$ 15.08	$ -	0.00%	$ 247.04
B1-	12	72	Dry Erase Board - Large	2.0	$ 158.99	$ 317.98	$ 20.67	$ -	0.00%	$ 338.65
B1-	13	72	Book Case - 4 shelf - SPE, PA, CSS	3.0	$ 129.99	$ 389.97	$ 25.35	$ -	0.00%	$ 415.32
B1-	14	72	Book Case - 2 shelf - Admin, SI, SI, SI, I, I,	6.0	$ 96.89	$ 581.34	$ 37.79	$ -	0.00%	$ 619.13
B1-	15	73	Fire Extinguisher - Office	2.0	$ 19.99	$ 39.98	$ 2.60	$ -	0.00%	$ 42.58
B1-	16	73	First Aid Kit - Office	1.0	$ 32.49	$ 32.49	$ 2.11	$ -	0.00%	$ 34.60
B1-	17	73	Waste Baskets (each office, bathroom, conference room)	8.0	$ 7.49	$ 59.92	$ 3.89	$ -	0.00%	$ 63.81
B1-	18	73	Broom	1.0	$ 4.79	$ 4.79	$ 0.31	$ -	0.00%	$ 5.10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089
CFX PROJECT NO. 429-206

EXPENSES

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX	SALVAGE VALUE	%	NET TOTAL COST
							$ 0.065			
							SUBTOTAL			$ 7,178.70

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089
CFX PROJECT NO. 429-206

EXPENSES

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX $ 0.065	SALVAGE VALUE	%	NET TOTAL COST
			Electronic Equipment and Software							
			Section B2							
B2-	1	74	Office File Server (NAS)	1.0	$ 511.49	$ 511.49	$ 33.25	$ 272.37	50.00%	$ 272.37
B2-	2	76-77	Laptops with Docking Stations and Monitors	6.0	$ 880.00	$ 5,280.00	$ -	$ 2,112.00	40.00%	$ 3,168.00
B2-	3	74	Router	1.0	$ 99.99	$ 99.99	$ 6.50	$ -	0.00%	$ 106.49
B2-	4	75	Copier/Scanner/Printer Lease	22.0	$ 415.00	$ 9,130.00	$ 593.45	$ -	0.00%	$ 9,723.45
B2-	5	74	Video Camera	1.0	$ 99.99	$ 99.99	$ 6.50	$ -	40.00%	$ 106.49
							SUBTOTAL			**$ 13,376.80**
			Monthly Vehicles & Portable Communications (Billable Expense)							
			Section C							
C-	1	78-80	Resident Engineer - Midsize 4 Dr. Utility (FDOT Guideline)	21.5	$ 700.00	$ 15,050.00	$ -	$ -	0.00%	$ 15,050.00
C-	2	81-83	Project Administrator - Midsize 4 Dr. Utility (FDOT Guideline)	21.5	$ 700.00	$ 15,050.00	$ -	$ -	0.00%	$ 15,050.00
C-	3	84-87	Senior Inspector No. 1 , 4x4 Pick Up (FDOT Guideline)	21.5	$ 650.00	$ 13,975.00	$ -	$ -	0.00%	$ 13,975.00
C-	4	84-87	Senior Inspector No. 2 , 4x4 Pick Up (FDOT Guideline)	21.5	$ 650.00	$ 13,975.00	$ -	$ -	0.00%	$ 13,975.00
C-	5	84-87	Fuel Allowance (282 miles/month) (SPE)	21.5	$ 37.60	$ 808.40	$ -	$ -	0.00%	$ 808.40
C-	6	88	Fuel Allowance (200 miles/month) (PA)	21.5	$ 26.67	$ 573.33	$ -	$ -	0.00%	$ 573.33
C-	7	88	Fuel Allowance(680 miles/month Sr. Insp. w/ Trips to Lab)	21.5	$ 90.67	$ 1,949.33	$ -	$ -	0.00%	$ 1,949.33
C-	8	89	Fuel Allowance(600 miles/month per Sr. Insp. w/ No Trips to Lab)	21.5	$ 80.00	$ 1,720.00	$ -	$ -	0.00%	$ 1,720.00
C-	9	17, 90-100	Tolls Resident	21.5	$ 4.37	$ 93.96	$ -	$ -	0.00%	$ 93.96
C-	10	18, 90-100	Tolls Senior Inspector	21.5	$ 5.48	$ 117.82	$ -	$ -	0.00%	$ 117.82
C-	11	101-104	Cell Phones (with data) in man months, Monthly service (SPE)	22.0	$ 72.88	$ 1,603.36	$ 104.22	$ -	$0.00	$ 1,707.58
C-	12	105-106	Cell Phones (with data) in man months, Monthly service (PA)	22.0	$ 64.67	$ 1,422.74	$ 92.48	$ -	$0.00	$ 1,515.22
C-	13	101-104	Cell Phones (with data) in man months, Monthly service (Sr Insp 1)	22.0	$ 56.68	$ 1,246.96	$ 81.05	$ -	$0.00	$ 1,328.01
C-	14	105-106	Cell Phones (with data) in man months, Monthly service (Sr Insp 2)	22.0	$ 56.68	$ 1,246.96	$ 81.05	$ -	$0.00	$ 1,328.01
C-	15	105-106	Data Cell Phone (Purchase)	2.0	$ 175.17	$ 350.34		$ -	$0.00	$ 350.34
C-	16	107-108	MiFi Device	2.0	$ 69.53	$ 139.06		$ -	$0.00	$ 139.06
C-	17	109-110	MiFi Service for Laptop (includes tax) (SPE,PA,2SI)	88.0	$ 40.52	$ 3,565.76		$ -	$0.00	$ 3,565.76
C-	18	81-83	Vehicle Signs	8.0	$ 29.50	$ 236.00	$ 15.34	$ -	$0.00	$ 251.34
										$ 73,498.16

Billable Expense Reimbursement Rates $/Man-Month

	Total $s	Man Months	$/Man-Hr.
Management Staff (SPE, PA)	$ 36,951.74	43	
2 Senior Inspectors	$ 36,546.42	43	
Total	**$ 73,498.16**	**86**	**$ 5.18**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089
CFX PROJECT NO. 429-206

EXPENSES

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX $ 0.065	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
			FIELD EQUIPMENT AND SUPPLIES							
			Section D							
D-	1	111-114	Nuclear Test Gauge - Refurb	2.0	$ 6,998.00	$ 13,996.00	$ 909.74	$ 7,452.87	50.00%	$ 7,452.87
D-	2	116	Nuclear Test Gauge - Calibration (1 per year / per gauge)	4.0	$ 329.00	$ 1,316.00	$ 85.54	$ -	0.00%	$ 1,401.54
D-	3	117	Nuclear Gauge Leak Test (1 per year / per gauge)	4.0	$ 99.00	$ 396.00	$ 25.74	$ -	0.00%	$ 421.74
D-	4	118	Security Box - Nuclear Test Gauge Transport	2.0	$ 218.50	$ 437.00	$ 28.41	$ -	0.00%	$ 465.41
D-	5	119	Speedy Moisture Tester (New)	2.0	$ 1,365.85	$ 2,731.70	$ 177.56	$ 1,454.63	50.00%	$ 1,454.63
D-	6	119	Speedy Calibration (2 per year / per speedy)	8.0	$ 75.00	$ 600.00	$ 39.00	$ -	0.00%	$ 639.00
D-	7	119	Scale Calibration for Speedy (1 per year / speedy)	4.0	$ 25.00	$ 100.00	$ 6.50	$ -	0.00%	$ 106.50
D-	8	120	Concrete Slump Test Kit with Scoop	4.0	$ 164.90	$ 659.60	$ 42.87	$ -	0.00%	$ 702.47
D-	9	120	Concrete Slump Calibration (1 per year)	8.0	$ 30.00	$ 240.00	$ 15.60	$ -	0.00%	$ 255.60
D-	10	121	Calcium Carbide Reagent	2.0	$ 14.30	$ 28.60	$ 1.86	$ -	0.00%	$ 30.46
D-	11	122	Concrete Cylinder Molds (20 per Case)	60.0	$ 23.70	$ 1,422.00	$ 92.43	$ -	0.00%	$ 1,514.43
D-	12	131	Engineers Rule	6.0	$ 9.69	$ 58.14	$ 3.78	$ -	0.00%	$ 61.92
D-	13	131	Field Books	12.0	$ 22.98	$ 275.76	$ 17.92	$ -	0.00%	$ 293.68
D-	14	131	Flashlight	9.0	$ 26.19	$ 235.71	$ 15.32	$ -	0.00%	$ 251.03
D-	15	131	Folding Ruler 6'	4.0	$ 28.99	$ 115.96	$ 7.54	$ -	0.00%	$ 123.50
D-	16	132	Hammer - Rubber	4.0	$ 8.99	$ 35.96	$ 2.34	$ -	0.00%	$ 38.30
D-	17	132	Hammer - Sledge (6#)	3.0	$ 29.99	$ 89.97	$ 5.85	$ -	0.00%	$ 95.82
D-	18	132	Hammer - Sledge (10#)	1.0	$ 27.69	$ 27.69	$ 1.80	$ -	0.00%	$ 29.49
D-	19	123	Level - 4' Aluminum	9.0	$ 21.61	$ 194.49	$ 12.64	$ -	0.00%	$ 207.13
D-	20	123	Level - Tri-pod	1.0	$ 102.46	$ 102.46	$ 6.66	$ -	0.00%	$ 109.12
D-	21	124	Level - Rod 20'	1.0	$ 112.00	$ 112.00	$ 7.28	$ -	0.00%	$ 119.28
D-	22	124	Level - Precision Automatic	1.0	$ 375.00	$ 375.00	$ 24.38	$ -	0.00%	$ 399.38
D-	23	125	Level - 4' Smart with Case	4.0	$ 144.30	$ 577.20	$ 37.52	$ -	0.00%	$ 614.72
D-	24	126	Marking Spray Paint	24.0	$ 3.49	$ 83.76	$ 5.44	$ -	0.00%	$ 89.20
D-	25	132	Master Locks	8.0	$ 5.99	$ 47.92	$ 3.11	$ -	0.00%	$ 51.03
D-	26	133	Measuring Tape - 100' Nylon Coated	8.0	$ 20.49	$ 163.92	$ 10.65	$ -	0.00%	$ 174.57
D-	27	133	Measuring Tape - 25' Carpenter	8.0	$ 9.99	$ 79.92	$ 5.19	$ -	0.00%	$ 85.11
D-	28	133	Measuring Wheel	8.0	$ 48.99	$ 391.92	$ 25.47	$ -	0.00%	$ 417.39
D-	29	128	Thermometer	12.0	$ 28.55	$ 342.60	$ 22.27	$ -	0.00%	$ 364.87
D-	30	127	Thermometer Concrete Calibration (4 per year / thermometer)	12.0	$ 31.00	$ 372.00	$ 24.18	$ -	0.00%	$ 396.18
D-	31	133	Plumb Bob	4.0	$ 11.99	$ 47.96	$ 3.12	$ -	0.00%	$ 51.08
D-	32	134	Post Hole Digger	2.0	$ 39.99	$ 79.98	$ 5.20	$ -	0.00%	$ 85.18
D-	33	129	Air Meter (New)	2.0	$ 665.00	$ 1,330.00	$ 86.45	$ 708.23	50.00%	$ 708.23
D-	34	129	Air Meter Calibration (4 per year)	8.0	$ 50.00	$ 400.00	$ 26.00	$ -	0.00%	$ 426.00
D-	35	134	Rain Gauge	2.0	$ 22.99	$ 45.98	$ 2.99	$ -	0.00%	$ 48.97
D-	36	134	Sample Bags - 50 pack	4.0	$ 59.99	$ 239.96	$ 15.60	$ -	0.00%	$ 255.56
D-	37	134	Shovels	8.0	$ 31.99	$ 255.92	$ 16.63	$ -	0.00%	$ 272.55
D-	38	135	St. Edge	1.0	$ 13.49	$ 13.49	$ 0.88	$ -	0.00%	$ 14.37
D-	39	130	Thermometer Asphalt	12.0	$ 14.98	$ 179.76	$ 11.68	$ -	0.00%	$ 191.44

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089
CFX PROJECT NO. 429-206

EXPENSES

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX $ 0.065	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
D-	40	127	Thermometer Asphalt Calibration (4 per year / thermometer)	12.0	$ 44.25	$ 531.00	$ 34.52	$ -	0.00%	$ 565.52
D-	41	135	Wheel Barrel	4.0	$ 44.39	$ 177.56	$ 11.54	$ -	0.00%	$ 189.10
D-	42	135	Portable Water Chest - 3 Gallon	8.0	$ 38.29	$ 306.32	$ 19.91	$ -	0.00%	$ 326.23
D-	43	135	Hard Hats	8.0	$ 16.49	$ 131.92	$ 8.57	$ -	0.00%	$ 140.49
D-	44	136	Vests	24.0	$ 10.29	$ 246.96	$ 16.05	$ -	0.00%	$ 263.01
							SUBTOTAL			**$ 21,904.10**

Total Prime Billable/Reimbursable Expenses (See also Billable Expense sheet)	$ 73,498.16
Total Prime Expenses (Lump Sum)(excludes Billable Exp and Limiting Exp)	$ 64,289.66
Total Prime Expenses (Contingency Amount Estimated for Lease)	$ 96,996.06
Total Prime Expenses	$ 234,783.88

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001089
CFX PROJECT NO. 429-206

EXPENSES

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX $ 0.065	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
Mehta			**Vehicles / Communications (Billable Expense)**							
			Section C							
E-	1		Vehicle Allowance - Econo PU Lease - Based on FDOT Guide (1 Sr. Insp, 2 Insp)	58.50	$ 325.00	$ 19,012.50	$ -	$ -	0.00%	$ 19,012.50
E-	2		Oper. & Maint. Allowance per FDOT Guide at 600 miles / month (Sr. Insp)	21.50	$ 80.00	$ 1,720.00	$ -	$ -	0.00%	$ 1,720.00
E-	3		Oper. & Maint. Allowance per FDOT Guidelines at 400 miles / month (2 Insp)	37.00	$ 53.33	$ 1,973.33	$ -	$ -	0.00%	$ 1,973.33
E-	4		Communications/Cell Phone Services ($46.15 plus 7.02 Group Access - incl. tax)	58.50	$ 53.17	$ 3,110.45	$ -	$ -	0.00%	$ 3,110.45
E-	5		MiFi Service for Laptop	58.50	$ 39.08	$ 2,286.18	$ -	$ -	0.00%	$ 2,286.18
E-	6		Cell phone	3.0	$ 99.99	$ 299.97	$ 6.50	$ -	0.00%	$ 306.47
E-	7		MiFi Device	3.0	$ 49.99	$ 149.97	$ -	$ -	0.00%	$ 149.97

Billable Expense Reimbursement Rates $/Man-Month

	Total $s	Man Months	$/Man-Hr.
3 Inspectors	$ 28,558.90	58.50	$ 2.96

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
Mehta			**Lap Top Lump Sum (Billable Expense)**							
			Section C							
F-	1		Lap Top Lump Sum	3	$ 276.80	$ 830.40	$ -	$ -	0.00%	$ 830.40

Total Metha Expenses (Lump Sum)(excludes Billable Exp and Limiting Exp) $ 830.40

Section #	ITEM #	Page #	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
Metric			**Vehicles / Communications**							
			Section C							
G-	1	137	Inspectors 2ea, 4x4 Pick Up (FDOT Guideline)	35.0	$ 593.83	$ 20,784.05	$ -	$ -	0.00%	$ 20,784.05
G-	2	138	Oper. & Maint. Allowance per FDOT guide (& 400miles/month) (2 Inspectors)	35.0	$ 53.33	$ 1,866.67	$ -	$ -	0.00%	$ 1,866.67
G-	3	139	Insurance (per FDOT guidelines) (2 Inspectors)	35.0	$ 115.00	$ 4,025.00	$ -	$ -	0.00%	$ 4,025.00
G-	4	140-141	Inspectors Cell Phone (Purchase) (2 Inspectors)	35.0	$ 61.08	$ 2,137.80	$ -	$ -	0.00%	$ 2,137.80
G-	5	142	Laptop (2 Inspectors)	35.0	$ 30.70	$ 1,074.50	$ -	$ -	0.00%	$ 1,074.50
G-	6	143	MIFI - Wireless Aircard (2 Inspectors)	35.0	$ 62.48	$ 2,186.80	$ -	$ -	0.00%	$ 2,186.80

Billable Expense Reimbursement Rates $/Man-Month

	Total $s	Man Months	$/Man-Hr.
2 Inspectors	$ 32,074.82	35.00	$ 5.55

Central Florida Expressway Authority

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Vehicle Jobsite Miles and Tolls Estimate

Wekiva 2C - Office is TBD

Toll Schedule			
Sorrento to 4974 ORL Tower Rd, Orlando To CFX	$ 4.37	See CFX Toll Calculator	
Sorrento to 530 S. Main St, Winter Garde To Elipsis Lab	$ 1.37	See CFX Toll Calculator	
Tolls per trip to Laboratory	$ 2.74	roundtrip to facility	
Tolls per trip to Client Office	$ 8.74	roundtrip to CFX HQ	

Miles Schedule	Miles	Cost	15 miles/Gallon at $2/Gallo
Miles per trip to Laboratory	40	$ 5.33	roundtrip
Miles per trip to CFX	72	$ 9.60	roundtrip
Miles per trip to Contractor Field Office	5	$ 0.67	roundtrip
Miles per Project Review	5	$ 0.67	roundtrip

Resident	Trips	Miles	$2/gal/15m	Tolls
Morning Review of Project	0.5	2.5	$ 0.33	$ -
Evening Review of Project	0.5	2.5	$ 0.33	$ -
Trip to Contractor Field Office	0.1	0.5	$ 0.07	$ -
Trip to Client Office	1	72	$ 9.60	$ 8.74
Trip to Field	1	5	$ 0.67	$ -
Total Tolls per Day				$ -
Total $Miles Per Day		10.5	$ 1.40	
Total Tolls per Week				$ -
Total $Miles Per Week		52.5	$ 7.00	
Total Tolls per Month	**One trip per 2 month**			**$ 4.37**
Total $Miles Per Month (RE)		**282**	**$ 37.60**	

Project Administrator	Trips	Miles	$2/gal/15m	Tolls
Morning Review of Project	1	5	$ 0.67	$ -
Evening Review of Project	1	5	$ 0.67	$ -
Trip to Contractor Field Office	0	0	$ -	$ -
Trip to Client Office	0	0	$ -	$ -
Trip to Field	2	10	$ 1.33	$ -
Total Tolls per Day				$ -
Total $Miles Per Day		10	$ 1.33	
Total Tolls per Week				$ -
Total $Miles Per Week		50	$ 6.67	
Total Tolls per Month (PA)	**No expected trips**			**$ -**
Total $Miles Per Month (PA)		**200**	**$ 26.67**	

Central Florida Expressway Authority

CEI CONTRACT NO. 001089

CFX PROJECT NO. 429-206

Vehicle Jobsite Miles and Tolls Estimate

Wekiva 2C - Office is TBD

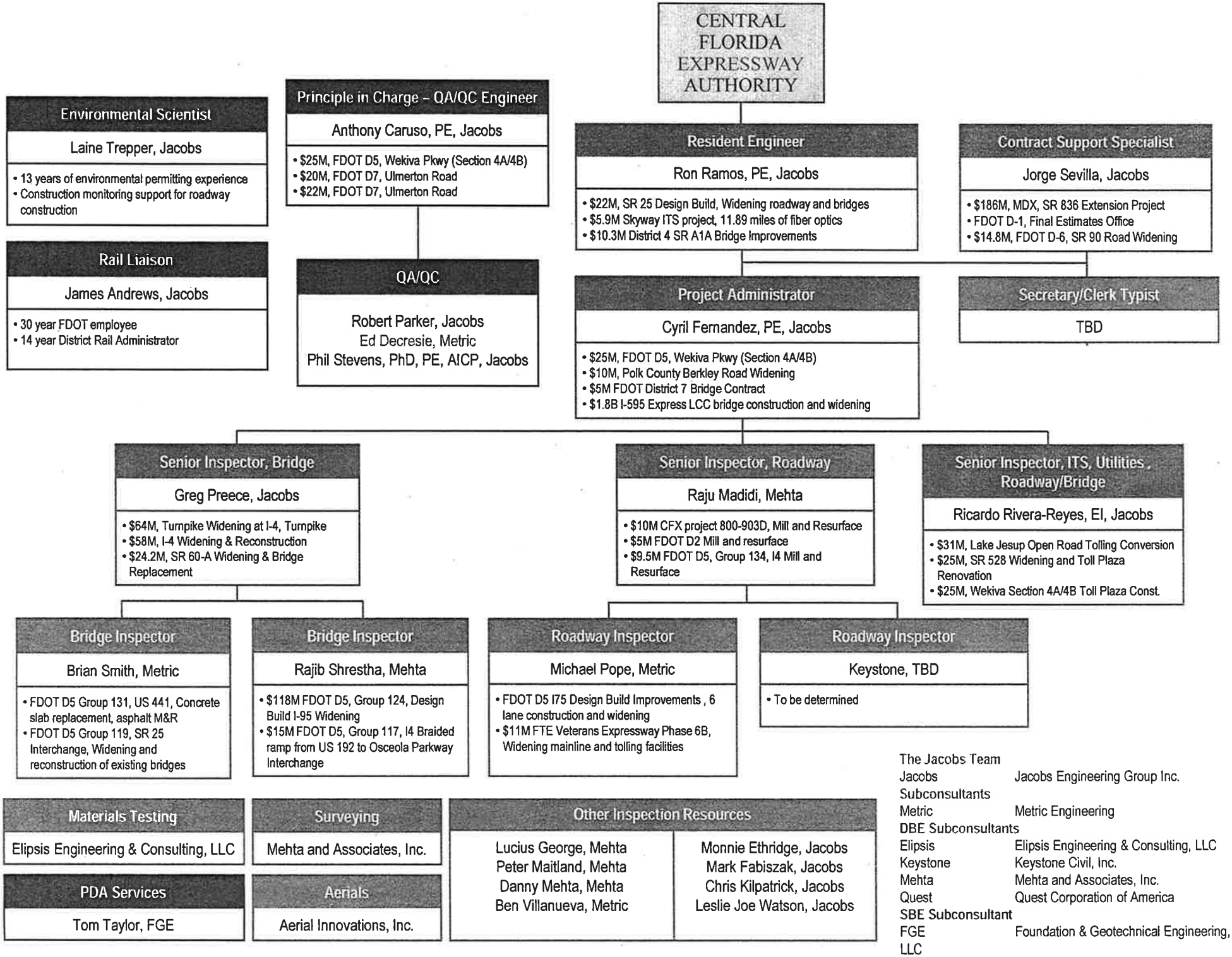
Senior Inspector (with Trips to Lab)	Trips	Miles	$2/gal/15m	Tolls
Morning Review of Project	1	5	$ 0.67	$ -
Evening Review of Project	1	5	$ 0.67	$ -
Morning Duties with Inspector	1	5	$ 0.67	$ -
Afternoon Duties with Inspector	1	5	$ 0.67	$ -
Trip to Field Office	2	10	$ 1.33	$ -
Trip to Field Lab	0.5	20	$ 2.67	$ 1.37
Total $Miles Per Day		30	$ 4.00	
Total Tolls per Week	0.5 trips per Week			$ 1.37
Total $Miles Per Week		170	$ 22.67	
Total Tolls per Month (Sr. Inspector)				**$ 5.48**
Total $Miles Per Month (Sr. Inspector)		**680**	**$ 90.67**	

Senior Inspector (No Trips to Lab)	Trips	Miles	$2/gal/15m	Tolls
Morning Review of Project	1	5	$ 0.67	$ -
Evening Review of Project	1	5	$ 0.67	$ -
Morning Duties with Inspector	1	5	$ 0.67	$ -
Afternoon Duties with Inspector	1	5	$ 0.67	$ -
Trip to Field Office	2	10	$ 1.33	$ -
Total $Miles Per Day		30	$ 4.00	
Total $Miles Per Week		150	$ 20.00	
Total $Miles Per Month (Sr. Inspector)		**600**	**$ 80.00**	

Inspector (Subs) (No Trips to Lab)	Trips	Miles	$2/gal/15m	Tolls
Morning Review of Assigned Crews	1	5	$ 0.67	$ -
Evening Review of Assigned Crews	1	5	$ 0.67	$ -
Morning Duties with assigned crews	0.5	2.5	$ 0.33	$ -
Afternoon Duties with assigned crew	0.5	2.5	$ 0.33	$ -
Trip to Field Office	1	5	$ 0.67	$ -
Total Tolls per Day				$ -
Total $Miles Per Day		20	$ 2.67	
Total $Miles Per Week		100	$ 13.33	
Total $Miles Per Month (Inspector)		**400**	**$ 53.33**	

EXHIBIT D

PROJECT ORGANIZATIONAL CHART


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Environmental Scientist
Laine Trepper, Jacobs
• 13 years of environmental permitting experience
• Construction monitoring support for roadway construction
Principle in Charge – QA/QC Engineer
Anthony Caruso, PE, Jacobs
• $25M, FDOT D5, Wekiva Pkwy (Section 4A/4B)
• $20M, FDOT D7, Ulmerton Road
• $22M, FDOT D7, Ulmerton Road
Resident Engineer
Ron Ramos, PE, Jacobs
• $22M, SR 25 Design Build, Widening roadway and bridges
• $5.9M Skyway ITS project, 11.89 miles of fiber optics
• $10.3M District 4 SR A1A Bridge Improvements
Contract Support Specialist
Jorge Sevilla, Jacobs
• $186M, MDX, SR 836 Extension Project
• FDOT D-1, Final Estimates Office
• $14.8M, FDOT D-6, SR 90 Road Widening
Rail Liaison
James Andrews, Jacobs
• 30 year FDOT employee
• 14 year District Rail Administrator
QA/QC
Robert Parker, Jacobs
Ed Decresie, Metric
Phil Stevens, PhD, PE, AICP, Jacobs
Project Administrator
Cyril Fernandez, PE, Jacobs
• $25M, FDOT D5, Wekiva Pkwy (Section 4A/4B)
• $10M, Polk County Berkley Road Widening
• $5M FDOT District 7 Bridge Contract
• $1.8B I-595 Express LCC bridge construction and widening
Secretary/Clerk Typist
TBD
Senior Inspector, Bridge
Greg Preece, Jacobs
• $64M, Turnpike Widening at I-4, Turnpike
• $58M, I-4 Widening & Reconstruction
• $24.2M, SR 60-A Widening & Bridge Replacement
Senior Inspector, Roadway
Raju Madidi, Mehta
• $10M CFX project 800-903D, Mill and Resurface
• $5M FDOT D2 Mill and resurface
• $9.5M FDOT D5, Group 134, I4 Mill and Resurface
Senior Inspector, ITS, Utilities, Roadway/Bridge
Ricardo Rivera-Reyes, EI, Jacobs
• $31M, Lake Jesup Open Road Tolling Conversion
• $25M, SR 528 Widening and Toll Plaza Renovation
• $25M, Wekiva Section 4A/4B Toll Plaza Const.
Bridge Inspector
Brian Smith, Metric
• FDOT D5 Group 131, US 441, Concrete slab replacement, asphalt M&R
• FDOT D5 Group 119, SR 25 Interchange, Widening and reconstruction of existing bridges
Bridge Inspector
Rajib Shrestha, Mehta
• $118M FDOT D5, Group 124, Design Build I-95 Widening
• $15M FDOT D5, Group 117, I4 Braided ramp from US 192 to Osceola Parkway Interchange
Roadway Inspector
Michael Pope, Metric
• FDOT D5 I75 Design Build Improvements , 6 lane construction and widening
• $11M FTE Veterans Expressway Phase 6B, Widening mainline and tolling facilities
Roadway Inspector
Keystone, TBD
• To be determined
Materials Testing
Elipsis Engineering & Consulting, LLC
Surveying
Mehta and Associates, Inc.
Other Inspection Resources
Lucius George, Mehta
Peter Maitland, Mehta
Danny Mehta, Mehta
Ben Villanueva, Metric
Monnie Ethridge, Jacobs
Mark Fabiszak, Jacobs
Chris Kilpatrick, Jacobs
Leslie Joe Watson, Jacobs
PDA Services
Tom Taylor, FGE
Aerials
Aerial Innovations, Inc.
The Jacobs Team
Jacobs Jacobs Engineering Group Inc.
Subconsultants
Metric Metric Engineering
DBE Subconsultants
Elipsis Elipsis Engineering & Consulting, LLC
Keystone Keystone Civil, Inc.
Mehta Mehta and Associates, Inc.
Quest Quest Corporation of America
SBE Subconsultant
FGE Foundation & Geotechnical Engineering, LLC

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

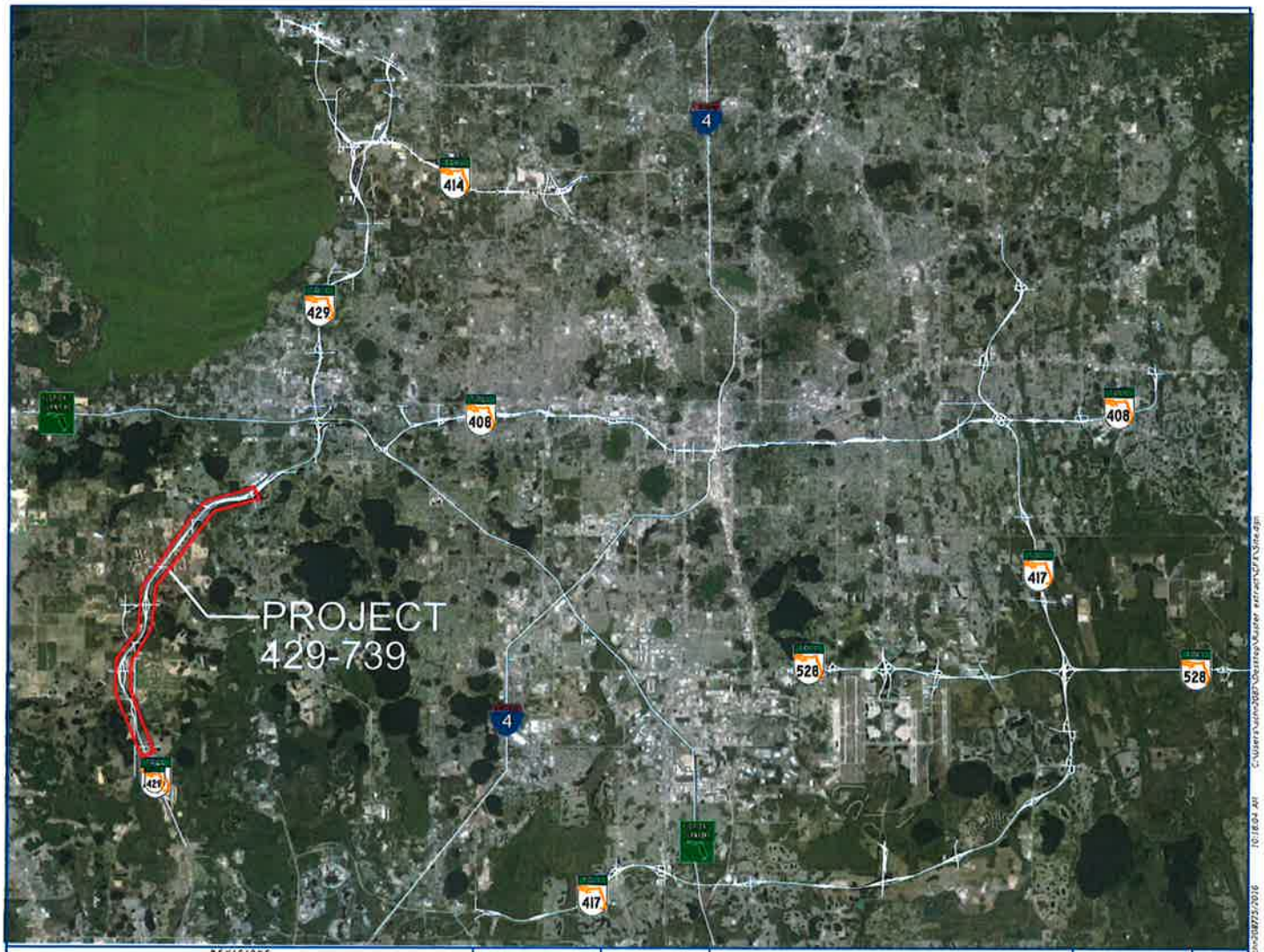
FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Authorization to Advertise for Construction Bids for
SR 429 Seidel Road to CR 535 Milling and Resurfacing
Project 429-739, Contract No. 001188

Board authorization is requested to advertise for construction bids for milling and resurfacing of SR 429 from Seidel Road to CR535. Work to be performed will include milling, resurfacing, and cross slope correction.

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



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LOCATION MAP
PROJECT 429-739

PROJECT	SHEET NO.
XXX	

C:\Users\ymh2587\Desktop\Master attach\CF1Site.dgn
10:18:04 AM
dgn\fl_sdm2587\5/2016

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

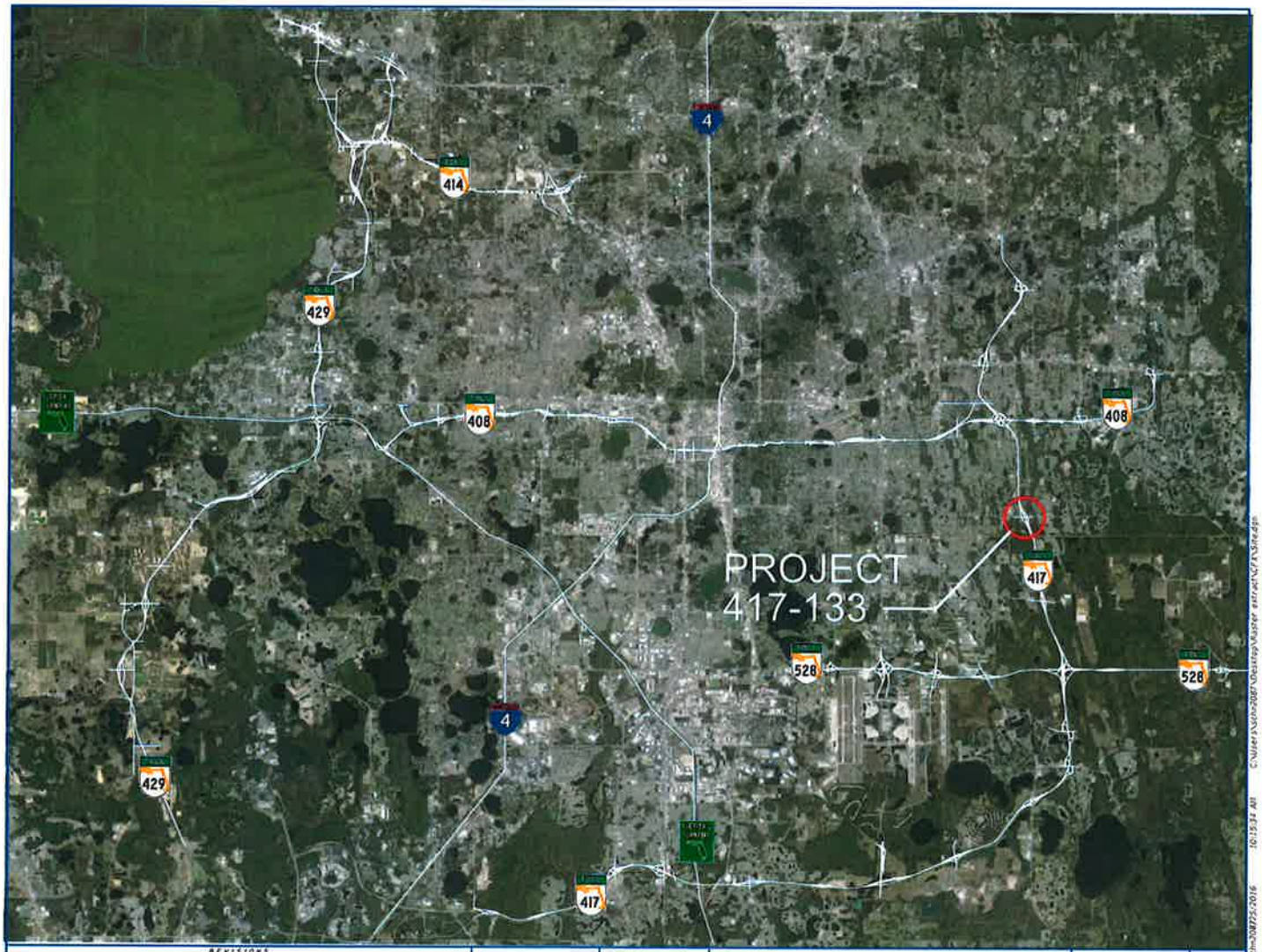
FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Authorization to Advertise for Construction Bids for
SR 417 Curry Ford Southbound On-Ramp Improvements
Project 417-133, Contract No. 001187

Board authorization is requested to advertise for construction bids for SR 417 Curry Ford Southbound On-Ramp Improvements. Work to be performed will include the widening of the single lane northbound on-ramp to two lanes.

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



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LOCATION MAP
PROJECT 417-133

PROJECT	SHEET NO.
XXX	

USER: ashn 20/07/2016 10:15:34 AM C:\Users\ashn2087\Desktop\Master ext\ref\CFX Sht.dgn

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

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

DATE: February 22, 2016

RE: 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 ($) March 2016	Total Amount ($) to Date*	Time Increase or Decrease
429-202	Prince Contracting, LLC	SR 429, US 441 to North of Ponkan Rd.	$56,152,429.00	$0.00	$12,078.42	$56,164,507.42	0
528-405	Southland Construction, Inc.	SR 528 Airport Toll Plaza Demolition & Ramp Plaza Construction	$38,708,813.52	$295,440.35	($133,616.25)	$38,870,637.62	+71
417-301C	SEMA Construction	SR 417/Boggy Creek Rd. Interchange Improvements Phase III	$70,900,000.00	$1,653,727.59	($29,385.74)	$72,524,341.85	+11
599-738	Air Mechanical & Service Corp.	HQ Building Computer Room HVAC & UPS Upgrades	$455,836.00	$0.00	$23,630.51	$479,466.51	0
				TOTAL	**($127,293.06)**		

* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley
Joe Berenis

Contract 429-202: SR 429, US 441 to North of Ponkan Rd.
Prince Contracting, LLC
SA 429-202-0316-01

Limerock Base Plan Quantity Adjustments

This change is requested by the Central Florida Expressway Authority (CFX). A review of the plan quantities associated with the Base Group Pay Items of work was conducted and concluded that plan quantity adjustments were required consistent with the provisions of Article 7.3.2.

INCREASE THE FOLLOWING ITEMS:		
Base Group 6 (8" Limerock LBR 100)	$	1,656.00
Base Group 11 (12" Limerock LBR 100)	$	5,520.00
	$	7,176.00
DECREASE THE FOLLOWING ITEMS:		
Base Group 5 (7" Limerock LBR 100)	$	(15,290.00)
Base Group 9 (10" Limerock LBR 100)	$	(5,340.00)
	$	(20,630.00)
Sub-Total: Limerock Base Plan Quantity Adjustments	$	(13,454.00)

Desilt Existing Pipe

This change is requested by CFX. The plans and SP-25 stipulates to desilt existing pipes to remain. The Contract mistakenly omitted a pay item to compensate the desilting work, consistent with the provisions of Article 430-10 and 430-12.5. The pay item is added to compensate for desilting existing drainage.

ADD THE FOLLOWING ITEM:		
Desilt Existing Pipe	$	12,811.76

Retaining Wall System (Permanent) Plan Quantity Adjustment

This is requested by CFX. A review of the plan quantities associated with the Retaining Wall System (Permanent) work was conducted and concluded that plan quantity adjustments were required consistent with the provisions of Article 7.3.2.

DECREASE THE FOLLOWING ITEM:		
Retaining Wall System (Permanent)	$	(34,550.00)

Trench Drain Connections to Drainage Structures (RK&K RFI 019)

This change is requested by CFX. During review of RK&K RFI 019 seeking clarification of connecting the trench drain to drainage structures, the Engineer provided adjustments to the trench drain configuration at Yothers which then accomodated an adjusted connection detail to the drainage structures.

INCREASE THE FOLLOWING ITEMS:		
Pipe, PVC SCH40 (Not Encased)	$	2,156.00
Trench Drain, Standard	$	10,592.00
	$	12,748.00

Fencing Material (RK&K RFI 012)

This change is requested by CFX. The Project required all fencing to be Black Vinyl but should only include Black Vinyl Type B Fencing at the R/W line from Connector Rd. north to the south side of Southfork Dr. Additionally, in order to keep consistency along Southfork Dr., the east-west section of fence along the north side of Southfork Dr. should also be Black Vinyl. All other 6' Type B fencing should be galvanized. All gates within the Black Vinyl Fencing limits should be Black Vinyl. This change does not affect the 4' Type B Fencing. It remains Black Vinyl.

DECREASE THE FOLLOWING ITEMS:		
Fencing (Type B) (6') (Black Vinyl)	$	(296,458.50)
Fencing (Type B BV) (Double)	$	(18,700.00)
Fencing (Type B BV) (Double)	$	(1,700.00)
	$	(316,858.50)
ADD THE FOLLOWING ITEMS:		
Fencing (Type B) (5.1'-6.0') (Standard)	$	270,288.87
Fencing Gate (Type B) (Slide/Cant.) (18.1'-20') (Std. Galv.)	$	17,765.00
Fencing Gate (Type B) (Slide/Cant.) (24.1'-30') (Std. Galv.)	$	1,485.00
	$	289,538.87
Sub-Total: Fencing Material (RK&K RFI -12)	$	(27,319.63)

Connections of Existing to Utilities (RFI 030)

This change is requested by CFX. The plans depicted connection to existing mains that required extended shut down of the utility. Disruptions to existing utilities are reduced by the following adjustments: Add wet taps and line stops to connections of existing force main at Yothers and additional fittings and joint restraints to connections at existing water main and force main at Yothers. Duration of water main and reclaimed water main shutdown are reduced and the force main remains active throughout the duration; furthermore, the adjustments accommodated the traffic control depicted in the plans.

INCREASE THE FOLLOWING ITEMS:		
Utility Fixtures (F&I) (8.0-19.9") (Valve Assembly)	$	2,209.90
Utility Fixtures (F&I) (8.0-19.9") (Line Stop Assembly)	$	31,000.00
Utility Fixtures (F&I) (8.0-19.9") (Valve Assembly)	$	4,000.00
	$	37,209.90

ADD THE FOLLOWING ITEMS:		
Utility Fixtures (F&I) (8.0-19.9") (Tapping Saddle/Sleeve)	$	17,818.78
Utility Fixtures (F&I) (DI/CI) (Tee) (8.0-19.9")	$	2,849.40
Joint Restraints	$	1,056.96
	$	21,725.14
Sub-Total: Connections of Existing to Utilities (RFI 030)	$	58,935.04

Wall and Ditch Evaluations (RFI 026)

This change is requested by CFX. RFI 026 was submitted seeking clarification to wall and ditch evaluations. As part of the response, the EOR provided clarifications and adjustments to the plans as follows: Median ditch grade was adjusted at Station 95+40.1 and from Station 102+00 to 105+00; Added DBI S-29A, and changed existing DBI S-29 to an MH.

INCREASE THE FOLLOWING ITEMS:		
Embankment	$	47.25
Manhole (Type P-8) (<10')	$	2,400.00
	$	2,447.25
DECREASE THE FOLLOWING ITEM:		
Pipe Culvert (Rnd) (18" Storm and Cross Drain)	$	(140.00)
ADD THE FOLLOWING ITEM:		
RFI 026 Wall and Ditch Elev. - Mods to S-29	$	600.00
Sub-Total: Wall and Ditch Evaluations (RFI 026)	$	2,907.25
TOTAL AMOUNT FOR PROJECT 429-202	**$**	**12,078.42**

Contract 528-405: SR 528 Airport Mainline Toll Plaza Demolition & Ramp Plaza Construction
Southland Construction, Inc.
SA 528-405-0316-03

Pond A Excavation

This change is a result of unforeseen unsuitable material encountered during planned excavation of Pond A. The Contractor is entitled to additional compensation for the excavation of the unsuitable material and for importing fill material. A total of 21 days is being added to the contract for this issue.

ADD THE FOLLOWING ITEM:		
Pond A Excavation	$	361,058.29
DEDUCT THE FOLLOWING ITEM:		
Regular Excavation	$	(74,652.32)
Increase Contract Time **21** Non-Compensable Calendar Days		
Sub-Total: Pond A Excavation	$	286,405.97

Changeable Message Sign Revision Credit

At the request of the Central Florida Expressway Authority (CFX), the Contractor is furnishing and installing four static signs at the toll plazas in lieu of the planned changeable message signs. The Contractor is also providing a credit to CFX to account for the change.

ADD THE FOLLOWING ITEM:		
CMS Sign Revision Credit	$	(69,951.79)

OUC Work Credit Due to Future Revision

CFX has elected to have the Engineer of Record revise planned work in the Frontage Rd. area. As a result of this planned revision, the items to be installed under the JPA Utility with OUC will not be required. This provides for a credit to the contract.

DELETE THE FOLLOWING ITEMS:		
Mobilization (OUC)	$	(4,018.73)
Utility Pipe 20" (OUC)	$	(96,558.13)
Utility Fitting 20" (OUC)	$	(5,742.07)
Utility Fixtures, Tapping Sleeve Complete (OUC)	$	(17,427.32)
Uility Fixtures 20" Line Stop Assembly (OUC)	$	(16,313.20)
Jumper Connection (OUC)	$	(4,952.62)
Utility Fixtures 20" Valve Assembly	$	(4,200.93)
Density Test (OUC)	$	(1,491.92)
	$	(150,704.92)

Lowering Elevation Pad and MSE Wall Sections Wall W-4

During the survey layout process for the leveling pad of MSE wall W-4 it became apparent that the leveling pad was approximately 1 foot above the existing sidewalk at Via Flora. This change in elevation of the leveling pad resulted in 8 special manufactured panels to not be able to be utilized as planned. Additionally, this change required the provision of 16 new panels and 2 corner columns.

ADD THE FOLLOWING ITEM:		
Lowering Elevation Pad and MSE Wall Sections Wall W-4	$	34,774.58
INCREASE THE FOLLOWING ITEM:		
Retaining Wall System (Permanent)	$	7,317.24
Sub-Total: Lowering Elevation Pad and MSE Wall Sections Wall W-4	$	42,091.82

Remove & Replace Electrical CT Cabinets for CFX Ramp Plazas

Based on changes in the Duke Energy and OUC Electric Metering Manuals, the installed CT Cabinets were not able to be utilized. The Contractor removed and replaced as required.

ADD THE FOLLOWING ITEM:		
CT Cabinet Remove/Replace	$	10,012.77

Fuel Price Index Adjustments

The contract contains provisions for Fuel Price Index adjustments. In accordance with the contract specifications, the Engineer has calculated adjustments for the period of November 2014 - October 2015. 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 $26,089,784.41 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:		
03/14 Gas Base Price=2.7729; Diesel Base Price=3.3311		
Nov. 2014 Fuel Adj. (Gas Price=2.1706; Diesel Price=2.6474)	$	(41.78)
Dec. 2014 Fuel Adj. (Gas Price=1.9837; Diesel Price=2.4271)	$	(9,046.89)
Jan. 2015 Fuel Adj. (Gas Price=1.5127; Diesel Price=1.9318)	$	(19,188.14)
Feb. 2015 Fuel Adj. (Gas Price=1.5585; Diesel Price=1.9332)	$	(14,422.87)
Mar. 2015 Fuel Adj. (Gas Price=1.8263; Diesel Price=2.1668)	$	(14,867.37)
Apr. 2015 Fuel Adj. (Gas Price=1.7175; Diesel Price=1.9965)	$	(27,956.66)
May 2015 Fuel Adj. (Gas Price=1.9765; Diesel Price=2.1583)	$	(40,765.92)
Jun. 2015 Fuel Adj. (Gas Price=2.0510; Diesel Price=2.0772)	$	(37,741.64)
Jul. 2015 Fuel Adj. (Gas Price=2.0297; Diesel Price=1.9660)	$	(27,694.17)
Aug. 2015 Fuel Adj. (Gas Price=1.7920; Diesel Price=1.6478)	$	(28,642.15)
Sep. 2015 Fuel Adj. (Gas Price=1.5303; Diesel Price=1.6297)	$	(40,889.86)
Oct. 2015 Fuel Adj. (Gas Price=1.5420; Diesel Price=1.5847)	$	(36,089.77)
	$	(297,347.22)

Contract Time for Work Orders

There are nine previously executed work orders that are associated with work impacting the critical path of the project. The Contractor is entitled to 16 work days which translates to a total of 22 contract days.

Increase Contract Time **22** Non-Compensable Calendar Days

Contract Time for Delays Caused By Continuous Testing for Tolling

Continous testing procedures performed for verification of tolling operations extended beyond the contract duration of 14 calendar days and subsequently the Contractor's schedule to proceed with planned traffic switches and demolition of the plaza. As a result, 28 days of delay occurred to which 8 days are compensable per GS 2.3.2.1 (d)(2).

Increase Contract Time **20** Non-Compensable Calendar Days

Increase Contract Time **8** Compensable Calendar Days	$	45,877.12
TOTAL AMOUNT FOR PROJECT 528-405	**$**	**(133,616.25)**

Contract 417-301C: SR 417/Boggy Creek Rd. Interchange Improvements Phase III
SEMA Construction
SA 417-301C-0316-06

Remove and Replace Existing Concrete Ditch Pavement at Ramp J

The plans did not require work in the area of ditch pavement along Ramp J SR 417. The existing ditch pavement was cracked and deteriorated and required removal and replacement.

INCREASE THE FOLLOWING ITEM:		
Concrete Ditch Pavement (Reinforced) (4")	$	24,948.00
ADD THE FOLLOWING ITEM:		
Remove Existing Concrete Ditch Pavement	$	5,345.83
Sub-Total: Remove and Replace Existing Concrete Ditch Pavement at Ramp J	$	30,293.83

Ramp D-1 Plaza Fiber Optic Network (FON) Hardware

Additional equipment was required to make the FON operational.

INCREASE THE FOLLOWING ITEM:		
Fiber Optic Fusion Splice	$	2,880.00
ADD THE FOLLOWING ITEMS:		
Fiber Optic Patch Panel (72 Port) (F&I)	$	10,440.78
Communication Rack (F&I)	$	16,223.22
	$	26,664.00
Sub-Total: Ramp D-1 Plaza Fiber Optic Network (FON) Hardware	$	29,544.00

Fuel Adjustments

Fuel adjustments are required in accordance with Article 7.2.1.1 of the General Specifications. 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 $3,348,272.93 of construction was performed/produced.

ADD THE FOLLOWING ITEMS:		
09/13 Gas Base Price=2.8715; Diesel Base Price=3.2633		
Sep. 2015 Fuel Adj. (Gas Price=1.5303; Diesel Price=1.6297)	$	(38,452.67)
Oct. 2015 Fuel Adj. (Gas Price=1.5420; Diesel Price=1.5847)	$	(50,770.90)
	$	(89,223.57)

Contract Time

The required removal and replacement of existing ditch pavement that was cracked and deteriorated was not in the original scope and, due to the timing of the request, a non-compensable time extension of 11 calendar days is recommended.

Increase Contract Time **11** Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 417-301C	**$**	**(29,385.74)**

Contract 599-738: HQ Building Computer Room HVAC & UPS Upgrades
Air Mechanical & Service Corp.
SA 599-738-0316-01

Add Pay Items to Contract

The Central Florida Expressway Authority (CFX) wishes to add the following pay items to accommodate additional work and change in the contract. This will add the new items to reflect the changes made to the contract.

ADD THE FOLLOWING ITEMS:		
Automatic UPS Transfer Switch (F&I)	$	5,785.45
Additional Bus Raceways (F&I)	$	10,182.46
Existing Fire Suppression Modification	$	7,662.60
	$	23,630.51
TOTAL AMOUNT FOR PROJECT 599-738	**$**	**23,630.51**

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Approval of Final Ranking and Authorization for Fee Negotiations for Professional Engineering Consultant Services for
S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line
Project 417-134, Contract No. 001153

In accordance with the approved Procurement Policy and Procedures for design professional services consultants, the Procurement Department advertised for Letters of Interest for the referenced project on November 8, 2015. Responses were received from six firms by the November 30, 2015, deadline. Those firms were: Dewberry Engineers, Inc.; AECOM Technical Services, Inc.; GAI Consultants, Inc.; Gannett Fleming, Inc.; RS&H, Inc.; Wantman Group, Inc.

After reviewing and scoring the letters of interest, the Evaluation Committee met on December 16, 2015, and shortlisted four (4) firms (Dewberry Engineers, Inc.; RS&H, Inc.; Gannett Fleming, Inc.; AECOM Technical Services, Inc.) and requested that Technical Proposals be submitted for review and scoring by January 8, 2016.

Technical Proposals were submitted by all four firms for review and scoring by the deadline. As part of the scoring process, the Technical Review Committee heard oral presentations from the firms on January 21, 2016. After the orals presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

Ranking	Consultant Firm
01	Dewberry Engineers, Inc.
02	Gannett Fleming, Inc.
03	RS&H, Inc.
04	AECOM Technical Services, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with Dewberry Engineers, Inc. is requested. Once fee negotiations are completed, Board approval of the fee amount and award of a contract will be requested. If negotiations with Dewberry Engineers, Inc. are not successful, Board authorization to enter into negotiations with the second ranked firm, Gannett Fleming, Inc., is requested.

LOI-001153 Project 417-134 Committee Meeting January 21, 2016 Minutes

Technical Review Committee for **Design Consultant Services for S.R. 417 Widening Econ Trail to Seminole County Line; Contract No. 001153, Project 417-134,** held a duly noticed meeting on Thursday, January 21, 2016, commencing at 08:00 a.m. Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:
Glenn Pressimone, Director of Engineering
Joe Berenis, Chief of Infrastructure
Bryan Homayouni, Director of Expressway Operations

Other Attendees:
Robert Johnson, Manager of Procurement

Interviews:
Robert Johnson commenced each interview with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

AECOM	08:02 – 08:44 a.m.
Dewberry Engineers, Inc.	08:53 – 09:33 a.m.
Gannett Fleming, Inc.	09:43 – 10:19 a.m.
RS&H, Inc.	10:32 – 11:08 a.m.

Evaluation Portion:
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members discussed the presentations.

Upon completion the committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

FIRM	Points	Ranking
Dewberry Engineers, Inc.	04	01
Gannett Fleming, Inc.	07	02
RS&H, Inc.	08	03
AECOM	11	04

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 11:23am. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Thursday, January 21, 2016, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: _____
Robert Johnson

Approved by: _____
Glenn Pressimone, Director of Engineering

CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Supplemental Agreement No. 4 for DRMP, Inc.
Post Design Consultant Services for S. R. 429 (Wekiva Parkway)
Lake County Line to S.R. 46 (East of Round Lake Road)
Project No. 429-206, Contract No. 000860

Board approval is requested for Supplemental Agreement No. 4 with DRMP, Inc., in the not-to-exceed amount of $574,269.38 for post design services for the referenced project. Services will include shop drawing reviews, attendance at construction meetings, site visits, and responding to the contractor's requests for information.

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

Original Contract Amount	$ 2,900,000.00
Amount of Previous Adjustments	$ 1,459,467.38
Amount of This Adjustment	$ 574,269.38
Total Revised Contract Amount	$ 4,933,736.76

Project 429-206
Contract 000860

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 429-206)

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

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of DRMP, INC., hereinafter called the "CONSULTANT."

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 7th day of December 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-206 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the Wekiva Parkway Corridor Consultant's correspondence to CFX dated February 24, 2016 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the Wekiva Parkway Corridor Consultant's correspondence to CFX dated February 24, 2016. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $574,269.38.

3. Section 4.27 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

4. Any supplemental agreements for Post Design Services shall be in accordance with the appropriate Articles within the original CONSULTANT Agreement for Professional Services.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness:_____ By:_____

Assistant Secretary Director of Procurement

DRMP, INC.

Witness:_____ By:_____

Print Name: Print Name:

Title: Title:

Z:\429-206\Supplemental Agreements\Post Design\DRMP PDS-429-206 - SA4.doc

Exhibit "A"

Project 429-206
S.R. 429 (Wekiva Parkway) Lake County Line to S.R. 46 (East of Round Lake Road)
Post-Design Scope of Services (Section 4.27)

4.27 Post Design Services

A. Compensation

The Consultant's compensation for post-design services may be added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions or clarifications.

B. General Support

The Consultant shall support the post-design process as follows:

a) Answer questions relative to the plans, typical sections, quantities and special provisions.
b) Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.
c) Attend pre-award meeting with Contractor, the Authority, and the Authority's CEI.

C. Pre-bid Conference

The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the assigned Authority Resident Construction Engineer to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the assigned Authority Resident Construction Engineer, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.

E. Field Visits

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not make the place of formal construction inspection by the Authority's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to the Authority and their Construction Manager within five business days of the trip.

F. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, utilities, structural, lighting, FON, signing and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. Post-Design Contact

The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction for review of design plans.

H. Timeliness

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. Meetings

The Consultant shall attend partnering meetings as requested by the Authority. The Consultant will also attend progress / coordination meetings as requested by the Authority including, but not limited to, the Notice to Proceed meeting.

J. Bridge Load Ratings

Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. Geotechnical Engineering

The Consultant shall provide geotechnical engineering services as needed by the Authority, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility consulting services as needed by the Authority, relative to proposed utility adjustments within the project limits.

M. Record Drawings

Based on information provided by the Contractor, the Contractor's surveyor and the Authority's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor.

CH2M
225 E Robinson St
Suite 505
Orlando, FL 32808
O +1 407 423 0030
www.ch2m.com

February 24, 2016

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

RE: Wekiva Parkway
Contract No. 000860
Project No. 429-206
Post-Design Services Supplemental Agreement

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

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

The package submitted and reviewed is requesting a fee of $574,269.38.

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

Sincerely,
CH2M HILL

Scott L. Bear

Scott Bear
Project Manager

cc: File No. 423610.03.50.01 (w/attach)

DRMP

Prime Consultant
Wekiva Section 429-206
Post Design Fee Proposal

Date: **2/22/2016**

Total Fee: **$574,269.38**

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-206

PRIME CONSULTANT: DRMP

	POST DESIGN ACTIVITY DESCRIPTION	Project Manager Rate/Hr. 84.81		Chief Engineer Rate/Hr. 59.34		Senior Engineer Rate/Hr. 49.16		Designer Rate/Hr. 32.43		Engineer Rate/Hr. 35.15		Clerical Rate/Hr. 21.09		Senior Sur/Mapper Rate/Hr. 67.31		Surveyor Mapper Rate/Hr. 44.71		Surveyor Tech Rate/Hr. 29.25		Surveyor Clerical Rate/Hr. 22.45		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference	2	$169.62	2	$118.68	2	$98.32	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$386.62	$64.44
D.	Addenda	2	$169.62	7	$415.38	7	$344.12	7	$227.01	12	$421.80	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	35	$1,577.93	$45.08
E.	Field Visits	2	$169.62	8	$474.72	12	$589.92	4	$129.72	14	$492.10	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	40	$1,856.08	$46.40
F.	Shop Drawing Reviews																					2137		
	Roadway	2	$169.62	7	$415.38	11	$540.76	7	$227.01	7	$246.05	1	$21.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	35	$1,619.91	$46.28
	Drainage/Permits	2	$169.62	9	$534.06	14	$688.24	9	$291.87	9	$316.35	4	$84.36	0	$0.00	0	$0.00	0	$0.00	0	$0.00	47	$2,084.50	$44.35
	Fiber Optic Network	4	$339.24	17	$1,008.78	25	$1,229.00	17	$551.31	17	$597.55	3	$63.27	0	$0.00	0	$0.00	0	$0.00	0	$0.00	83	$3,789.15	$45.65
	Signing and Marking	6	$508.86	26	$1,542.84	38	$1,868.08	26	$843.18	26	$913.90	6	$126.54	0	$0.00	0	$0.00	0	$0.00	0	$0.00	128	$5,803.40	$45.34
	Structures	87	$7,378.47	437	$25,931.58	612	$30,085.92	0	$0.00	524	$18,418.60	88	$1,855.92	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1748	$83,670.49	$47.87
	Lighting	2	$169.62	9	$534.06	13	$639.08	9	$291.87	9	$316.35	1	$21.09	0	$0.00	0	$0.00	0	$0.00	0	$0.00	43	$1,972.07	$45.86
	Utilities	0	$0.00	2	$118.68	2	$98.32	2	$64.86	2	$70.30	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$352.16	$44.02
	Aesthetic Elements	2	$169.62	7	$415.38	11	$540.76	7	$227.01	7	$246.05	3	$63.27	0	$0.00	0	$0.00	0	$0.00	0	$0.00	37	$1,662.09	$44.92
	Geotechnical Elements	0	$0.00	2	$118.68	2	$98.32	2	$64.86	2	$70.30	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$352.16	$44.02
G.	Requests for Information	14	$1,187.34	85	$5,043.90	99	$4,866.84	0	$0.00	71	$2,495.65	13	$274.17	0	$0.00	0	$0.00	0	$0.00	0	$0.00	282	$13,867.90	$49.18
H.	Meetings	3	$254.43	20	$1,186.80	22	$1,081.52	0	$0.00	11	$386.65	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	56	$2,909.40	$51.95
I.	Plan Revisions	9	$763.29	27	$1,602.18	62	$3,047.92	44	$1,426.92	35	$1,230.25	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	177	$8,070.56	$45.60
J.	Bridge Load Ratings	7	$593.67	37	$2,195.58	44	$2,163.04	0	$0.00	51	$1,792.65	7	$147.63	0	$0.00	0	$0.00	0	$0.00	0	$0.00	146	$6,892.57	$47.21
K.	Geotechnical Services																							
L.	Utilities																							
M.	Record Drawings	6	$508.86	24	$1,424.16	42	$2,064.72	18	$583.74	24	$843.60	6	$126.54	0	$0.00	0	$0.00	0	$0.00	0	$0.00	120	$5,551.62	$46.26
N.	Project Management	70	$5,936.70	70	$4,153.80	30	$1,474.80	0	$0.00	0	$0.00	30	$632.70	0	$0.00	0	$0.00	0	$0.00	0	$0.00	200	$12,198.00	$60.99
O.	Survey													2	$134.62	8	$357.68	8	$234.00	2	$44.90	20	$771.20	$38.56
	TOTALS:	220	$18,658.20	796	$47,234.64	1,048	$51,519.68	152	$4,929.36	821	$28,858.15	162	$3,416.58	2	$134.62	8	$357.68	8	$234.00	2	$44.90	3,219	$155,387.81	$48.27

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

Post Design Multiplier Calculation = Original Multiplier + ((Original expenses/ Original Labor) x 50%)

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:			$155,387.81
Multiplier:	3.15		$489,471.60
	$/Day	# of days	
3 man survey crew	$ 1,301.05	3	$3,903.15
DRMP LIMITING AMOUNT FEE:			**$493,374.75**
Subconsultants			
Antillian			$5,574.04
AVCON			$6,506.32
GEC			$10,692.72
RS&H			$15,175.19
WBQ			$42,946.36
TOTAL MAXIMUM LIMITING AMOUNT:			**$574,269.38**

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity C: Pre-Bid Conference

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Attend pre-bid meeting	EA	1	6		6		3 attendees @ 2 hours
3.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**6**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**6**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity D: Addenda

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Addenda	EA	2	16		32		Includes plans and updates to quantities
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**32**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**35**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field visits	EA	10	4		40		1 visit every other month x 3 hour visit + travel
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**40**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**40**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1	35	N/A	35	0	See activity F for details
2. Drainage/Permits	LS	1	47	N/A	47	0	See activity F for details
3. Fiber Optic Network & Related Items	LS	1	83	N/A	83	0	See activity F for details
4. Signing and Marking	LS	1	128	N/A	128	0	See activity F for details
5. Structures	LS	1	1748	N/A	1,748	0	See activity F for details
6. Lighting	LS	1	43	N/A	43	0	See activity F for details
7. Utilities	LS	1	8	N/A	8	0	Covered by WBQ, DRMP for coordination and processing only
8. Aesthetic Elements	EA	1	37	N/A	37	0	See activity F for details
9. Geotechnical Elements	LS	1	8	N/A	8	0	Covered by geotech, DRMP for coordination and processing only
10.							
Subtotal:				**0**	**2,137**	**0**	
11. Quality Control			N/A	N/A		0	Included in each line item
12. Supervision			N/A	N/A		0	Included in each line item
Totals:				**0**	**2,137**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Roadway

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Miscellaneous items	EA	1	32	N/A	32		
2. MOT	EA			N/A	0		Covered by WBQ
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.	EA			N/A	0		
Subtotal:					**32**		
13. Quality Control	5%		N/A	N/A	2		
14. Supervision	2%		N/A	N/A	1		
Totals:					**35**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Drainage

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Steel encased pipe	EA	2	4	N/A	8		
2. Trench Drain	EA			N/A	0		
3. Chimney Drain	EA			N/A	0		
4. Type 5b underdrain, modified	EA			N/A	0		
5. Wall gutter outlet	EA			N/A	0		
6. Miscellaneous structures	EA	142	0.25	N/A	36		Cover structures by DRMP, others by WBQ
7. Outfalls	EA			N/A	0		
8.	EA			N/A	0		
Subtotal:					**44**		
9. Quality Control	5%		N/A	N/A	2		
10. Supervision	2%		N/A	N/A	1		
Totals:					**47**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (1 of 2)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Conduit	EA	6	1	N/A	6		HDPE fiber conduit and electric conduit, fittings, elbows, sweeps and glue
2. RS 485 - Communication Wire	EA	1	1	N/A	1		
3. Fiber Optic Cable 12 count	EA	1	1	N/A	1		
4. Fiber Optic Cable 24 count	EA	1	1	N/A	1		
5. Fiber Optic Cable 72 Count	EA	1	1	N/A	1		
6. Fiber Patch panel	EA	1	2	N/A	2		
7. UPS system	EA	1	1	N/A	1		
8. UPS Batteries	EA	1	1	N/A	1		
9. ITS Cabinet	EA	1	2	N/A	2		
10. NEMA Enclosure	EA	1	2	N/A	2		
11. Ethernet Switch	EA	1	2	N/A	2		
12. ITS Commander	EA	1	2	N/A	2		
13. APT Surge Protection Devices	EA	1	2	N/A	2		
14. Splice Enclosure	EA	1	2	N/A	2		
15. Splice Tray	EA	1	2	N/A	2		
16. Fiber Pullbox	EA	1	2	N/A	2		
17. Electrical Pullbox	EA	1	2	N/A	2		
18. FOMH 4x4x4	EA	1	2	N/A	2		
19. FOMH 4x6.5x6.5	EA	1	2	N/A	2		
20. BPFG Conduit	EA	1	2	N/A	2		

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (2 of 2)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
21. Bridge Hangers	EA	1	2	N/A	2		
22. PVC Conduit	EA	1	2	N/A	2		
23. Radar Devices	EA	1	2	N/A	2		
24. Device Servers	EA	1	2	N/A	2		
25. Wire harneses for Radar Devices	EA	1	2	N/A	2		
26. DCS devices	EA	1	2	N/A	2		
27. Antennae for DCS devices	EA	1	2	N/A	2		
28. Enclosures for DCS Readers	EA	1	2	N/A	2		
29. Reader Units for DCS	EA	1	2	N/A	2		
30. Coaxial Cable for DCS units	EA	1	2	N/A	2		
31. Electrical Transformers	EA	0	0	N/A	0		By RS&H
32. Electrical Load Centers	EA	0	0	N/A	0		By RS&H
33. Electrical Disconnects	EA	0	0	N/A	0		By RS&H
34. Ground Rods	EA	1	1	N/A	1		
35. Lightning Arrestors	EA	1	1	N/A	1		
36. Rigid Galvanized Steel Conduits	EA	1	1	N/A	1		
37. DMS	EA	1	8	N/A	8		
38. ADMS	EA	1	8	N/A	8		
39.							
Subtotal:					**77**		
40. Quality Control	5%		N/A	N/A	4		
41. Supervision	2%		N/A	N/A	2		
Totals:					**83**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Signing

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Sign Panels + sign lighting	LS	1	72	N/A	72		Includes ground mount and overhead structures for 2 submittals
2. Signals	LS	1	48	N/A	48		
Subtotal:		**2**	**60**		**120**		
3. Quality Control	5%		N/A	N/A	6		
4. Supervision	2%		N/A	N/A	2		
Totals:					**128**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge B1: SR 453 over County Line

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	4	1	N/A	4		Deck, substructure, beam, closure pour
2. SIP Forms	EA	2	8	N/A	16		Different beam spacing, includes review of calculations
3. Bearings	EA	12	6	N/A	72		Multi-rotational bearings, design calculations, S&S by specialty Engineer, confirm conformance with plans and Specifications
4. Post-tensioning system	EA	2	32	N/A	64		Longitudinal post-tensioning and post-tensioning for diaphragm
5. Expansion Joints	EA	1	4	N/A	4		
6. Pile installation plan	EA	0	0	N/A	0		Not included
7. Fiber Optic Conduit Attachment	EA	1	4	N/A	4		
8. Underdeck lighting	EA	1	4	N/A	4		
9. Out of pile tolerance	EA	0	0	N/A	0		Not included
10. Girder bracing	EA	1	12	N/A	12		
11. Bridge deck overhang brackets	EA	1	8	N/A	8		
12. Beam bearing plates	EA	1	2	N/A	2		
13. Beam camber evaluation	EA	6	4	N/A	24		Review beams that have nonstandard camber
14. Interior lighting/conduit	EA	1	4	N/A	4		
15. Erection Plan	EA	1	80	N/A	80		Review of contractors S&S plan, lifting loops, internal bracing, based on design plans in accordance with Section 460-7.1.3
16. Integrated shop drawings	EA	7	32	N/A	224		3 beam segments + 4 end diaphragms; including review of interaction, review that shops meet design plans
17. Precast segment prestressing	EA	2	12	N/A	24		
18. Diaphragm waterproofing	EA	1	8	N/A	8		
19. Fall protection	EA	1	8	N/A	8		
Subtotal:					**562**		
20. Quality Control	5%		N/A	N/A	28		
21. Supervision	2%		N/A	N/A	11		
Totals:					**601**		

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge B2 SR 453 over Coronado Somerset

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	3	1	N/A	3		Deck, substructure, beams
2. SIP Forms	EA	1	8	N/A	8		
3. Bearings	EA	1	8	N/A	8		
4. Girders - Reinforcing Steel and Prestressing	EA	2	40	N/A	80		Haunched rectangular beams, different length between bridges, shipping
5. Expansion Joints	EA	1	4	N/A	4		
6. Pile installation plan	EA	0	0	N/A	0		Not included
7. Fiber Optic Conduit Attachment	EA	1	2	N/A	2		Hanger detail and gasket at end bents
8. Underdeck lighting	EA	1	4	N/A	4		
9. Out of pile tolerance	EA	0	0	N/A	0		Not included
10. Girder bracing	EA	1	12	N/A	12		Review specialty Engineer submittal and shop drawings
11. Steel Pile splice details	EA	1	4	N/A	4		
12. Bridge deck overhang brackets	EA	1	4	N/A	4		
13. Beam bearing plates	EA	1	2	N/A	2		
14. Beam camber evaluation	EA	6	4	N/A	24		Assume 50% of beams have nonstandard camber
15. Fall protection	EA	1	8	N/A	8		
16.	EA			N/A	0		
Subtotal:					**163**		
17. Quality Control	5%		N/A	N/A	8		
18. Supervision	2%		N/A	N/A	3		
Totals:					**174**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge B3 Ramps C&D over FCEN and SR 46

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	3	1	N/A	3		Deck, substructure, beams
2. SIP Forms	EA	2	8	N/A	16		
3. Bearings	EA	2	8	N/A	16		Bearings @ End bents + Piers
4. Girders - Steel Box Girders	EA	1	160	N/A	160		2-span curved steel box girders with varying length beams
5. Expansion Joints	EA	1	4	N/A	4		
6. Pile Installation plan	EA	0	0	N/A	0		Not included
7. Fiber Optic Conduit Attachment	EA	1	2	N/A	2		Hanger detail and gasket at end bents
8. Underdeck lighting	EA	1	4	N/A	4		
9. Out of pile tolerance	EA	0	0	N/A	0		Not included
10. Girder bracing	EA	1	8	N/A	8		Review specialty Engineer submittal and shop drawings
11. Steel Pile splice details	EA	1	4	N/A	4		
12. Bridge deck overhang brackets	EA	1	4	N/A	4		
13. Beam bearing plates	EA	1	4	N/A	4		Sole plates
14. Review of lifting plan and RR coordination	EA	1	24	N/A	24		
15. Review of shoring towers	EA	1	24	N/A	24		
16. Interior lighting/conduit	EA	1	4	N/A	4		
Subtotal:					**277**		
17. Quality Control	5%		N/A	N/A	14		
18. Supervision	2%		N/A	N/A	6		
Totals:					**297**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge B4 Ramp B over FCEN

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mix design	EA	3	1	N/A	3		Deck, substructure, beams
2. SIP Forms	EA	2	8	N/A	16		
3. Bearings	EA	2	8	N/A	16		Bearings @ End bents + Piers
4. Girders - Steel Box Girders	EA	1	120	N/A	120		2-span curved steel box girders with varying length beams
5. Expansion Joints	EA	1	4	N/A	4		
6. Pile installation plan	EA	0	0	N/A	0		Not included
7. Fiber Optic Condult Attachment	EA	1	2	N/A	2		Hanger detail and gasket at end bents
8. Underdeck lighting	EA	1	4	N/A	4		
9. Out of pile tolerance	EA	0	0	N/A	0		Not included
10. Girder bracing	EA	1	12	N/A	12		Review specialty Engineer submittal and shop drawings
11. Steel Pile splice details	EA	1	4	N/A	4		
12. Bridge deck overhang brackets	EA	1	4	N/A	4		
13. Beam bearing plates	EA	1	4	N/A	4		Sole plates
14. Review of lifting plan and RR coordination	EA	1	24	N/A	24		
15. Review of shoring towers	EA	1	24	N/A	24		
16. Interior lighting/conduit	EA	1	4	N/A	4		
Subtotal:					**241**		
17. Quality Control	5%		N/A	N/A	12		
18. Supervision	2%		N/A	N/A	5		
Totals:					**258**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures MSE Walls and Miscellaneous Structures

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Permanent MSE Walls	EA	6	28	N/A	168		Walls: 1, 2, 3, 4 (2200' long), 11, 12
2. CIP Walls	EA	6	8	N/A	48		Walls: 5, 6, 7, 8, 9, 10
3. Temporary Retaining Wall	EA	1	12	N/A	12		TW-1
3. Overhead Sign Structures	EA	1	8	N/A	8		Review of AVCON comments/responses
4. Mast Arms	EA	1	2	N/A	2		Review of AVCON comments/responses
5. DMS Box Truss + Connection details	EA	1	48	N/A	48		
6. ADMS Connection details	EA	1	16	N/A	16		
7. Walkway details + connections	EA	1	16	N/A	16		
8. CCTV + TMS Poles	EA	3	12	N/A	36		
9. Backwall straps	EA	4	2	N/A	8		
10. Fence/post/gate/hardware on walls	EA	1	8	N/A	8		
11. Drainage adjacent to walls	EA	1	8	N/A	8		
12. Conduit in barrier walls (bridge/retaining walls)	EA	1	12	N/A	12		
13.							
Subtotal:					**390**		
14. Quality Control	5%		N/A	N/A	20		
15. Supervision	2%		N/A	N/A	8		
Totals:					**418**		

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Lighting

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. LED for signs	EA	1	4	N/A	4		
2. LED for underdeck	EA	1	4	N/A	4		
3. Underdeck overall	EA	4	2	N/A	8		
4. light poles	EA	4	4	N/A	16		
5. conduits/conductors	EA	4	2	N/A	8		
6. load centers/switches	EA	0	0	N/A	0		BY RS&H
	EA			N/A	0		
Subtotal:					**40**		
4. Quality Control	5%		N/A	N/A	2		
8. Supervision	2%		N/A	N/A	1		
Totals:					**43**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Utility Relocation Packages

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Coordination and processing	EA	4	2	N/A	8		Coordination only, remaining by WBQ
	EA			N/A	0		
	EA			N/A	0		
Subtotal:					**8**		
2. Quality Control	N/A	N/A	N/A	N/A	N/A		
3. Supervision	N/A	N/A	N/A	N/A	N/A		
Totals:					**8**		

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Aesthetic Elements

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Paint, formliners, finishes	LS	1	6	N/A	6		Mostly done by CH
2. Traffic Barrier finish	EA	2	4	N/A	8		Bridge + Walls
3. Beam grating	EA	4	4	N/A	16		
4. Medallions	EA	1	4	N/A	4		
Subtotal:					**34**		
5. Quality Control	5%		N/A	N/A	2		
6. Supervision	2%		N/A	N/A	1		
Totals:					**37**		

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Geotechnical Elements

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Coordination and processing	EA	1	8	N/A	8		All by geotechs, coordination only
	EA			N/A	0		
Subtotal:					**8**		
2. Quality Control			N/A	N/A	N/A		
3. Supervision			N/A	N/A	N/A		
Totals:					**8**		

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	10	3	N/A	30	0	
2. Drainage	EA	10	3	N/A	30	0	Also covered by WBQ
3. Fiber Optic Network & Related Items	EA	10	3	N/A	30	0	
4. Signing and Marking	EA	10	3	N/A	30	0	Includes signals
5. Structures	EA	40	3	N/A	120	0	10 per bridge site (B1, B3, B4) + 5 for bridge site (B2) + 5 for walls and miscellaneous
6. Lighting	EA	6	3	N/A	18	0	
7. Utilities	EA			N/A	0	0	Covered by WBQ
8. Aesthetic Elements	EA	2	3	N/A	6	0	Others to be handled by CH
9. Geotechnical Elements	EA			N/A	0	0	Covered by geotechs
10.							
Subtotal:				**0**	**264**	**0**	
11. Quality Control	5%		N/A	N/A	13	0	
12. Supervision	2%		N/A	N/A	5	0	
Totals:				**0**	**282**	**0**	

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Construction NTP Meeting	EA	1	6		6		PM + Roadway and Structures in attendance
2. Construction Meetings	EA	10	3		30		Attend every other month, max 10
3. Partnering Meetings	EA	1	12		12		2 attendees for 1 meeting
4. Pre-award meeting	EA	1	8		8		PM and another representative
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**56**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**56**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	3	10	N/A	30		
2. Drainage	EA	3	8	N/A	24		
3. Fiber Optic Network & Related Items	EA	3	10	N/A	30		
4. Signing and Marking	EA	3	8	N/A	24		
5. Structures	EA	3	10	N/A	30		
6. Lighting	EA	3	8	N/A	24		
7. Utilities	EA			N/A	0		Covered by WBQ
8. Aesthetic Elements	EA	1	4	N/A	4		
9. Geotechnical Elements	EA			N/A	0		Covered by geotechs
10.							
Subtotal:				**0**	**166**		
11. Quality Control	5%		N/A	N/A	8	0	
12. Supervision	2%		N/A	N/A	3	0	
Totals:				**0**	**177**		

POST DESIGN SERVICES

Activity J: Bridge Load Ratings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. B1 SB	EA	1	32	N/A	32	0	Update to construction sequence and revise report, does not include modification of elements
2. B1 NB	EA	1	32	N/A	32	0	Update to construction sequence and revise report, does not include modification of elements
3. B2 SB	EA	1	12	N/A	12	0	
4. B2 NB	EA	1	12	N/A	12	0	
5. B3	EA	1	24	N/A	24	0	
6. B4	EA	1	24	N/A	24	0	
7.	EA			N/A	0	0	
8.	EA			N/A	0	0	
9.	EA			N/A	0	0	
10.							
Subtotal:				**0**	**136**	**0**	
11. Quality Control	5%		N/A	N/A	7	0	
12. Supervision	2%		N/A	N/A	3	0	
Totals:				**0**	**146**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA			N/A	0	0	Covered by geotechs
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
5.	EA			N/A	0	0	
6.	EA			N/A	0	0	
7.	EA			N/A	0	0	
8.	EA			N/A	0	0	
9.	EA			N/A	0	0	
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	2%		N/A	N/A	0	0	
Totals:				**0**	**0**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity L: Utilities

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA			N/A	0	0	Covered by WBQ
2.					0		
3.					0		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	2%		N/A	N/A	0	0	
Totals:				**0**	**0**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1	16	N/A	16		Also by WBQ
2. Drainage	LS	1	16	N/A	16		Also by WBQ
3. Fiber Optic Network	LS	1	18	N/A	18		
4. Signing and Marking	LS	1	18	N/A	18		
5. Structures	LS	1	24	N/A	24		
6. Lighting	LS	1	12	N/A	12		
7. Utility Adjustment sheets	LS	0	0	N/A	0		By WBQ
8. Aesthetic Elements	LS	1	8	N/A	8		
9.							
10.							
Subtotal:				**0**	**112**		
11. Quality Control	5%		N/A	N/A	6		
12. Supervision	2%		N/A	N/A	2		
Totals:				**0**	**120**		

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Monthly progress reports and invoices	Month	21	2		42		
2. Subconsultant coordination	Month	21	1		21		
3. Project coordination	Week	91	1.5		137		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**200**	**0**	
11. Quality Control	0		N/A	N/A	N/A	0	
12. Supervision	0		N/A	N/A	N/A	0	
Totals:				**0**	**200**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity O: Survey

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Supplemental survey/restore alignment	EA	2	10	0	20		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**20**	**0**	
11. Quality Control	0		N/A	N/A	N/A	0	
12. Supervision	0		N/A	N/A	N/A	0	
Totals:				**0**	**20**	**0**	

Antillian Engineering Associates, Inc.

Subconsultant
Wekiva Section 429-206
Post Design Fee Proposal

Fee: $5,574.04

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-206

SUB CONSULTANT: Antillian

	POST DESIGN ACTIVITY DESCRIPTION	Project Manager Rate/Hr. 43.27		Project Engineer Rate/Hr. 40.87		Engineering Intern Rate/Hr. 24.00		CADD Operator Rate/Hr. 26.92		Engineering Tech Rate/Hr. 14.00		Rate/Hr. 0		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits	8	$346.16		$0.00		$0.00		$0.00		$0.00		$0.00	8	$346.16	$43.27
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements	12	$519.24		$0.00		$0.00		$0.00		$0.00		$0.00	12	$519.24	$43.27
G.	Requests for Information	12	$519.24		$0.00		$0.00		$0.00		$0.00		$0.00	12	$519.24	$43.27
H.	Meetings	6	$259.62		$0.00		$0.00		$0.00		$0.00		$0.00	6	$259.62	$43.27
I.	Plan Revisions		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	38	$1,644.26	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	38	$1,644.26	$43.27

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$1,644.26
Multiplier: 3.39	$5,574.04
ANTILLIAN FEE:	**$5,574.04**

Post Design Multiplier Calculation = Original Multiplier + ((Original expenses/ Original Labor) x 50%)

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits	EA	2	4		8		
2.					0		
3.							
4.							
Subtotal:				**0**	**8**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**8**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Elements	LS	3	4	N/A	12	0	
2.	LS			N/A	0	0	
3.	LS			N/A	0	0	
4.	LS			N/A	0	0	
Subtotal:				**0**	**12**	**0**	
11. Quality Control			N/A	N/A		0	
12. Supervision			N/A	N/A		0	
Totals:				**0**	**12**	**0**	

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Elements	EA	3	4	N/A	12	0	
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				**0**	**12**	**0**	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				**0**	**12**	**0**	

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Project Meetings	EA	2	3		6		
2.	EA				0		
3.	EA				0		
4.	EA				0		
Subtotal:				**0**	**6**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**6**	**0**	

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Services	EA			N/A	0	0	
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				**0**	**0**	**0**	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				**0**	**0**	**0**	

AVCON Engineers, Inc

Subconsultant
Wekiva Section 429-206
Post Design Fee Proposal

Fee: $6,506.32

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-206

SUB CONSULTANT: AVCON Engineers

	POST DESIGN ACTIVITY DESCRIPTION	Project Manager Rate/Hr. 64.9		Chief Engineer Rate/Hr. 41.54		Senior Engineer Rate/Hr. 38.01		Engineer Rate/Hr. 27.51		CADD Designer Rate/Hr. 22.3		Secretary/Clerical Rate/Hr. 20.59		Rate/Hr. 0.00		Rate/Hr. 0		Rate/Hr. 0		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures	8	$519.20		$0.00	40	$1,520.40		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	48	$2,039.60	$42.49
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
H.	Meetings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
I.	Plan Revisions		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	8	$519.20	0	$0.00	40	$1,520.40	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	48	$2,039.60	$42.49

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$2,039.60
Multiplier: 3.19	$6,506.32
	$0.00
	$0.00
AVCON Engineering FEE:	**$6,506.32**

Post Design Multiplier Calculation = Original Multiplier + ((Original expenses/ Original Labor) x 50%)

POST DESIGN SERVICES

Activity C: Pre-Bid Conference

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA	1			0		
2.	EA	1			0		
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	N/A	0	
12. Supervision	2%		N/A	N/A	N/A	0	
Totals:				**0**	**0**	**0**	

POST DESIGN SERVICES

Activity D: Addenda

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA	1			0		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	2%		N/A	N/A	N/A	0	
Totals:				**0**	**0**	**0**	

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA	1			0		
2.	EA	1			0		
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	N/A	0	
12. Supervision	2%		N/A	N/A	N/A	0	
Totals:				**0**	**0**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1		N/A	0	0	
2. Drainage	LS	1		N/A	0	0	
3. Fiber Optic Network & Related Items	LS	1		N/A	0	0	
4. Signing and Marking	LS	1		N/A	0	0	
5. Structures	LS	1	48	N/A	48	0	5 spans @ 4 hours = 20 hours 4 cantilevers @ 4 hours = 16 hours 2 mast arms @ 2 hours = 4 hours OA/OC = 8 hours
6. Lighting	LS	1		N/A	0	0	
7. Utilities	LS	1		N/A	0	0	
8. Aesthetic Elements	EA	1		N/A	0	0	
9. Geotechnical Elements	LS	1		N/A	0	0	
10.							
Subtotal:				**0**	**48**	**0**	
11. Quality Control			N/A	N/A		0	
12. Supervision			N/A	N/A		0	
Totals:				**0**	**48**	**0**	

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA			N/A	0	0	
2. Drainage	EA			N/A	0	0	
3. Fiber Optic Network & Related Items	EA			N/A	0	0	
4. Signing and Marking	EA			N/A	0	0	
5. Structures	EA			N/A	0	0	
6. Lighting	EA			N/A	0	0	
7. Utilities	EA			N/A	0	0	
8. Aesthetic Elements	EA			N/A	0	0	
9. Geotechnical Elements	EA			N/A	0	0	
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	2%		N/A	N/A	0	0	
Totals:				**0**	**0**	**0**	

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Construction NTP Meeting	EA				0		
2. Construction Meetings	EA				0		
3. Partnering Meetings	EA				0		
4. Pre-award meeting	EA				0		
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control			N/A	N/A	N/A	0	
12. Supervision			N/A	N/A	N/A	0	
Totals:				**0**	**0**	**0**	

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA			N/A	0		
2. Drainage	EA			N/A	0		
3. Fiber Optic Network & Related Items	EA			N/A	0		
4. Signing and Marking	EA			N/A	0		
5. Structures	EA			N/A	0		
6. Lighting	EA			N/A	0		
7. Utilities	EA			N/A	0		
8. Aesthetic Elements	EA			N/A	0		
9. Geotechnical Elements	EA			N/A	0		
10.							
Subtotal:				**0**	**0**		
11. Quality Control	5%		N/A	N/A	0		
12. Supervision	2%		N/A	N/A	0		
Totals:				**0**	**0**		

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS			N/A	0		
2. Drainage	LS			N/A	0		
3. Fiber Optic Network	LS			N/A	0		
4. Signing and Marking	LS			N/A	0		
5. Structures	LS			N/A	0		
6. Lighting	LS			N/A	0		
7. Utility Adjustment sheets	LS			N/A	0		
8. Aesthetic Elements	LS			N/A	0		
9.							
10.							
Subtotal:				**0**	**0**		
11. Quality Control	5%		N/A	N/A	0		
12. Supervision	2%		N/A	N/A	0		
Totals:				**0**	**0**		

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.					0		
2.					0		
3.					0		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	2%		N/A	N/A	0	0	
Totals:				**0**	**0**	**0**	

Geotechnical and Environmental Consultants, Inc (GEC)

Subconsultant
Wekiva Section 429-206
Post Design Fee Proposal

Fee: $10,692.72

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-206

SUB CONSULTANT: GEC

	POST DESIGN ACTIVITY DESCRIPTION	Senior Engineer Rate/Hr. 45.08		Project Engineer Rate/Hr. 30.53		CADD Operator Rate/Hr. 29.79		Sr. Engineering Tech Rate/Hr. 24.47		Sr. Scientist Rate/Hr. 36.06		Scientist Rate/Hr. 22.00		Secretary Rate/Hr. 19.23		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
H.	Meetings	8	$360.64	8	$244.24		$0.00		$0.00		$0.00		$0.00		$0.00	16	$604.88	$37.81
I.	Plan Revisions		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	19	$856.52	39	$1,190.67		$0.00		$0.00		$0.00		$0.00	8	$153.84	66	$2,201.03	$33.35
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management	4	$180.32	4	$122.12		$0.00		$0.00		$0.00		$0.00		$0.00	8	$302.44	$37.81
	TOTALS:	31	$1,397.48	51	$1,557.03	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$153.84	90	$3,108.35	$34.54

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

Post Design Multiplier Calculation = Original Multiplier + ((Original expenses/ Original Labor) x 50%)

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$3,108.35
Multiplier: 3.44	$10,692.72
Field Exploration	
Laboratory Testing	
GEC FEE:	**$10,692.72**

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Other Meetings	EA	4	4		16		
2.					0		
3.					0		
4.					0		
Subtotal:				**0**	**16**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**16**	**0**	

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Services	EA	1	62	N/A	62	0	Consult on Pile Driving and Problematic Soil Issues
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				**0**	**62**	**0**	
11. Quality Control	5%		N/A	N/A	3	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**66**	**0**	

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. General Project Management	EA	1	8		8		
2.	EA				0		
3.	EA				0		
4.							
Subtotal:				**0**	**8**	**0**	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				**0**	**8**	**0**	

Reynolds, Smith & Hills. (RS&H)

Subconsultant
Wekiva Section 429-206
Post Design Fee Proposal

Fee: $15,175.19

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-206

SUB CONSULTANT: RS&H

	POST DESIGN ACTIVITY DESCRIPTION	Project Manager Rate/Hr. 72.32		QA/QC Rate/Hr. 68.08		Chief Eng/ Des Rate/Hr. 73.61		Sr Proj Eng/Des Rate/Hr. 62.82		Eng/ Des Rate/Hr. 43.27		Arch Rate/Hr. 45.05		Land Arch Rate/Hr. 51.65		Sr. Env Scientist Rate/Hr. 48.50		CADD Tech Rate/Hr. 30.83		Clerical Rate/Hr. 23.61		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00	1	$68.08		$0.00		$0.00	14	$605.78		$0.00		$0.00		$0.00	4	$123.32		$0.00	19	$797.18	$41.96
E.	Field Visits		$0.00		$0.00		$0.00		$0.00	6	$259.62		$0.00		$0.00		$0.00		$0.00		$0.00	6	$259.62	$43.27
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network		$0.00	1	$68.08		$0.00		$0.00	12	$519.24		$0.00		$0.00		$0.00		$0.00		$0.00	13	$587.32	$45.18
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00	8	$346.16		$0.00		$0.00		$0.00		$0.00		$0.00	8	$346.16	$43.27
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information		$0.00	1	$68.08		$0.00	2	$125.64	30	$1,298.10		$0.00		$0.00		$0.00		$0.00		$0.00	33	$1,491.82	$45.21
H.	Meetings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
I.	Plan Revisions		$0.00	1	$68.08		$0.00		$0.00	12	$519.24		$0.00		$0.00		$0.00	8	$246.64		$0.00	21	$833.96	$39.71
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities		$0.00		$0.00		$0.00	2	$125.64	2	$86.54		$0.00		$0.00		$0.00		$0.00		$0.00	4	$212.18	$53.05
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management	4	$289.28		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$289.28	$72.32
	TOTALS:	4	$289.28	4	$272.32	0	$0.00	4	$251.28	84	$3,634.68	0	$0.00	0	$0.00	0	$0.00	12	$369.96	0	$0.00	108	$4,817.52	$44.61

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$4,817.52
Multiplier: 3.15	$15,175.19
RS&H FEE:	$15,175.19

Post Design Multiplier Calculation = Original Multiplier + ((Original expenses/ Original Labor) x 50%)

POST DESIGN SERVICES

Activity C: Pre-Bid Conference

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	EA	1	0	0	0	0	Will not attend.
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control	5%		N/A	N/A	N/A	0	
12. Supervision	2%		N/A	N/A	N/A	0	
Totals:				**0**	**0**	**0**	

POST DESIGN SERVICES

Activity D: Addenda

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. ITS	EA	1	14	3	14	4	One ITS addendum.
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**3**	**14**	**4**	
11. Quality Control	5%		N/A	N/A	1	0	
12. Supervision	2%		N/A	N/A	N/A	0	
Totals:				**3**	**15**	**4**	

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Lighting Loadcenter Inspection	EA	1	3	0	3	0	Assume 1 visit
2. ITS Loadcenter Inspection	EA	1	3	0	3	0	Assume 1 visit
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**6**	**0**	
11. Quality Control	5%		N/A	N/A	N/A	0	
12. Supervision	2%		N/A	N/A	N/A	0	
Totals:				**0**	**6**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1		N/A	0	0	
2. Drainage	LS	1		N/A	0	0	
3. Fiber Optic Network & Related Items	LS	2	6	N/A	12	0	
4. Signing and Marking	LS	1		N/A	0	0	
5. Structures	LS	1		N/A	0	0	
6. Lighting	LS	2	4	N/A	8	0	
7. Utilities	LS	1		N/A	0	0	
8. Aesthetic Elements	EA	1		N/A	0	0	
9. Geotechnical Elements	LS	1		N/A	0	0	
10.							
Subtotal:				**0**	**20**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	FON
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**21**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (1 of 2)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Conduit	EA			N/A	0	0	
2. RS 485 - Communication Wire	EA			N/A	0	0	
3. Fiber Optic Cable 12 count	EA			N/A	0.0	0	
4. Fiber Optic Cable 24 count	EA			N/A	0.0	0	
5. Fiber Optic Cable 72 Count	EA			N/A	0.0	0	
6. Fiber Patch panel	EA			N/A	0	0	
7. UPS system	EA			N/A	0	0	
8. UPS Batteries	EA			N/A	0	0	
9. ITS Cabinet	EA			N/A	0	0	
10. NEMA Enclosure	EA			N/A	0	0	
11. Ethernet Switch	EA			N/A	0	0	
12. ITS Commander	EA			N/A	0	0	
13. APT Surge Protection Devices	EA			N/A	0	0	
14. Splice Enclosure	EA			N/A	0	0	
15. Splice Tray	EA			N/A	0	0	
16. Fiber Pullbox	EA			N/A	0	0	
17. Electrical Pullbox	EA			N/A	0	0	
18. FOMH 4x4x4	EA			N/A	0	0	
19. FOMH 4x6.5x6.5	EA			N/A	0	0	
20. BPFG Conduit	EA			N/A	0	0	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Fiber Optic Network & Related Items (2 of 2)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
21. Bridge Hangers	EA			N/A	0	0	
22. PVC Conduit	EA			N/A	0	0	
23. Radar Devices	EA			N/A	0	0	
24. Device Servers	EA			N/A	0	0	
25. Wire harneses for Radar Devices	EA			N/A	0	0	
26. DCS devices	EA			N/A	0	0	
27. Antennae for DCS devices	EA			N/A	0	0	
28. Enclosures for DCS Readers	EA			N/A	0	0	
29. Reader Units for DCS	EA			N/A	0	0	
30. Coaxial Cable for DCS units	EA			N/A	0	0	
31. Electrical Transformers	EA			N/A	0	0	
32. Electrical Load Centers	EA	2	6	N/A	12	0	Assuming one submittal and one resbmittal. Includes all Electrical loadcenters serving ITS loads and Circuit Breakers.
33. Electrical Disconnects	EA			N/A	0	0	
34. Ground Rods	EA			N/A	0	0	
35. Lightning Arrestors	EA			N/A	0	0	
36. Rigid Galvanized Steel Conduits	EA			N/A	0	0	
37. Misc/unknown	EA			N/A	0	0	
38.	EA			N/A	0	0	
Subtotal:					**12**	**0**	
39. Quality Control	5%		N/A	N/A	1	0	
40. Supervision	2%		N/A	N/A	0	0	
Totals:					**13**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Lighting

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. LED for signs	EA			N/A	0	0	
2. LED for underdeck	EA			N/A	0	0	
3. Underdeck overall	EA			N/A	0	0	
4. light poles	EA			N/A	0	0	
5. condults/conductors	EA			N/A	0	0	
6. load centers/switches	EA	2	4	N/A	8	0	Assuming one submittal and one resbmittal. Includes all Electrical loadcenters serving Lighting loads and Circuit Breakers.
	EA			N/A	0	0	
Subtotal:					**8**	**0**	
21. Quality Control	5%		N/A	N/A	0	0	
22. Supervision	2%		N/A	N/A	0	0	
Totals:					**8**	**0**	

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA			N/A	0	0	
2. Drainage	EA			N/A	0	0	
3. Fiber Optic Network & Related Items	EA	5	3	N/A	15	0	Based on 5 RFI's
4. Signing and Marking	EA			N/A	0	0	
5. Structures	EA			N/A	0	0	
6. Lighting	EA	5	3	N/A	15	0	Based on 5 RFI's
7. Utilities	EA			N/A	0	0	
8. Aesthetic Elements	EA			N/A	0	0	
9. Geotechnical Elements	EA			N/A	0	0	
10.							
Subtotal:				**0**	**30**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**33**	**0**	

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Construction NTP Meeting	EA				0		Will not attend.
2. Construction Meetings	EA				0		Will not attend.
3. Partnering Meetings	EA				0		Will not attend.
4. Pre-award meeting	EA				0		Will not attend.
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**0**	**0**	
11. Quality Control			N/A	N/A	N/A	0	
12. Supervision			N/A	N/A	N/A	0	
Totals:				**0**	**0**	**0**	

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA			N/A	0		
2. Drainage	EA			N/A	0		
3. Fiber Optic Network & Related Items	EA	1	6	N/A	6	4	Assumes one ITS Plans revision.
4. Signing and Marking	EA			N/A	0		
5. Structures	EA			N/A	0		
6. Lighting	EA	1	6	N/A	6	4	Assumes one Lighting Plans revision.
7. Utilities	EA			N/A	0		
8. Aesthetic Elements	EA			N/A	0		
9. Geotechnical Elements	EA			N/A	0		
10.							
Subtotal:				**0**	**12**	**8**	
11. Quality Control	5%		N/A	N/A	1		
12. Supervision	2%		N/A	N/A	0		
Totals:				**0**	**13**	**8**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity L: Utilities

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Utility Coordination for Loadcenters	EA	2	2	N/A	4	0	
2.					0		
3.					0		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**4**	**0**	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	2%		N/A	N/A	0	0	
Totals:				**0**	**4**	**0**	

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS			N/A	0		
2. Drainage	LS			N/A	0		
3. Fiber Optic Network	LS			N/A	0		
4. Signing and Marking	LS			N/A	0		
5. Structures	LS			N/A	0		
6. Lighting	LS			N/A	0		
7. Utility Adjustment sheets	LS			N/A	0		
8. Aesthetic Elements	LS			N/A	0		
9.							
10.							
Subtotal:				**0**	**0**		
11. Quality Control	5%		N/A	N/A	0		
12. Supervision	2%		N/A	N/A	0		
Totals:				**0**	**0**		

Wekiva Parkway 429-204
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. ITS and Lighting	LS	1	4	0	4	0	
2.					0		
3.					0		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**4**	**0**	
11. Quality Control	5%		N/A	N/A	0	0	
12. Supervision	2%		N/A	N/A	0	0	
Totals:				**0**	**4**	**0**	

WBQ Design & Engineering, Inc. (WBQ)

Subconsultant
Wekiva Section 429-206
Post Design Fee Proposal

Fee: $42,946.36

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-206

SUB CONSULTANT: WBQ

	POST DESIGN ACTIVITY DESCRIPTION	Chief Engineer Rate/Hr. 59.24		Project Manager Rate/Hr. 66.77		Senior Engineer Rate/Hr. 57.04		Project Engineer Rate/Hr. 34.98		Engineer Rate/Hr. 30.58		Secretarial Clerical Rate/Hr. 21.13		Engineer Intern Rate/Hr. 19.02		Sr. Surveyor Rate/Hr. 42.55		Survey Technician Rate/Hr. 23.00		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits	5	$296.20	5	$333.85	3	$171.12	3	$104.94		$0.00		$0.00		$0.00		$0.00		$0.00	16	$906.11	$56.63
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway	2	$118.48	1	$66.77	3	$171.12	2	$69.96		$0.00		$0.00		$0.00		$0.00		$0.00	8	$426.33	$53.29
	Drainage	6	$355.44	3	$200.31	13	$741.52	6	$209.88	4	$122.32		$0.00		$0.00		$0.00		$0.00	32	$1,629.47	$50.92
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	9	$533.16	9	$600.93	32	$1,825.28	8	$279.84	6	$183.48	0	$0.00	0	$0.00		$0.00		$0.00	64	$3,422.69	$53.48
H.	Meetings		$0.00	4	$267.08		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$267.08	$66.77
I.	Plan Revisions	11	$651.64	8	$534.16	16	$912.64	18	$629.64	24	$733.92	0	$0.00	0	$0.00		$0.00		$0.00	77	$3,462.00	$44.96
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities		$0.00		$0.00	18	$1,026.72	3	$104.94		$0.00		$0.00		$0.00		$0.00		$0.00	21	$1,131.66	$53.89
M.	Record Drawings	1	$59.24	1	$66.77	0	$0.00	8	$279.84	3	$91.74	0	$0.00	0	$0.00		$0.00		$0.00	13	$497.59	$38.28
N.	Project Management	12	$710.88	12	$801.24		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	24	$1,512.12	$63.01
	TOTALS:	46	$2,725.04	43	$2,871.11	85	$4,848.40	48	$1,679.04	37	$1,131.46	0	$0.00	0	$0.00	0	$0.00	0	$0.00	259	$13,255.05	$51.18

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

Post Design Multiplier Calculation = Original Multiplier + ((Original expenses/ Original Labor) x 50%)

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$13,255.05
Multiplier: 3.24	$42,946.36
WBQ FEE:	**$42,946.36**

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits (1 - Roadway and 1 - Drainage)	EA	2	4		8		(1 - Roadway and 1 - Drainage)
2. Field Visits (2 - Utilities)	EA	2	4		8		(2 - Utilities)
3.							
4.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**16**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signing and Marking	LS			N/A	0	0	
2. Drainage	LS	2	16	N/A	32	0	
3. Roadway	LS	2	4	N/A	8	0	
4.	LS			N/A	0	0	
Subtotal:				**0**	**40**	**0**	
11. Quality Control			N/A	N/A		0	
12. Supervision			N/A	N/A		0	
Totals:				**0**	**40**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Utilities	EA	4	3	N/A	12	0	
2. Signing and Marking	EA			N/A	0	0	
3. Roadway	EA	8	3	N/A	24	0	
4. Drainage	EA	8	3	N/A	24	0	
Subtotal:				**0**	**60**	**0**	
11. Quality Control	5%		N/A	N/A	3	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**64**	**0**	

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Meetings	EA	2	2		4		1 meeting every 6 months x 12 month schedule = 2 Meetings
2.	EA				0		
3.	EA				0		
4.	EA				0		
Subtotal:				**0**	**4**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**4**	**0**	

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signing and Marking	EA			N/A	0		
2. Roadway	EA	3	10	N/A	30		
3. Drainage	EA	3	10	N/A	30		
4. Utilities	EA	3	4	N/A	12		
Subtotal:				**0**	**72**		
11. Quality Control	5%		N/A	N/A	4		
12. Supervision	2%		N/A	N/A	1		
Totals:				**0**	**77**		

POST DESIGN SERVICES

Activity L: Utilities

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Utilities Coordination	EA	4	4	N/A	16	0	
2. Utility Correspondence	EA	4	1	N/A	4	0	
Subtotal:				**0**	**20**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	
12. Supervision	2%		N/A	N/A	0	0	
Totals:				**0**	**21**	**0**	

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signing and Marking	LS			N/A	0		
2. Utility Adjustment sheets	LS	1	4	N/A	4		
3. Roadway Plans	LS	1	8	N/A	8		
4.				N/A	0		
Subtotal:				**0**	**12**		
11. Quality Control	5%		N/A	N/A	1		
12. Supervision	2%		N/A	N/A	0		
Totals:				**0**	**13**		

Wekiva Parkway 429-206
Central Florida Expressway Authority

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Addenda	EA	0	0		0		
2. Coordination	EA	12	1		12		1 hour per month
3. Misc Correspondence	EA	12	1		12		1 hour per month
4.							
Subtotal:				**0**	**24**	**0**	
11. Quality Control	0%		N/A	N/A	0	0	
12. Supervision	0%		N/A	N/A	0	0	
Totals:				**0**	**24**	**0**	

Project No. 429-206
Contract No. 000860

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

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

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

WITNESSETH:

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

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

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

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

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

4.0 PROJECT SCHEDULE

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

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

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

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

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

5.0 PROFESSIONAL STAFF

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

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

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

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

6.0 SERVICES TO BE PROVIDED

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

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

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

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

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

7.0 COMPENSATION

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

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

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

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

11.0 TERMINATION

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

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

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

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

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

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

12.0 ADJUSTMENTS

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

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

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

16.0 INSURANCE

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

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

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

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

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

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

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

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

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

15.0 THIRD PARTY BENEFICIARY

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

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

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

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

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

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

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

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

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

18.0 STANDARD OF CONDUCT

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

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with the AUTHORITY during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding

potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement, the CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of the AUTHORITY as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Location Map

Exhibit "F", Project Schedule

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on December 7, 2012.

DRMP, INC.

BY: Jon S Meadows
Authorized Signature

Print Name: Jon S. Meadows

Title: Vice President

ATTEST: Mary E Dent (Seal)
Secretary or Notary

Notary Public State of Florida
Mary E Dent
My Commission DD944460
Expires 02/28/2014

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: Claude Miller
Director of Procurement

Print Name: Claude Miller

Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph J Passiatore

CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Approval of Supplemental Agreement No. 1 to
Second Renewal of Agreement with
WBQ Design & Engineering, Inc. for
Miscellaneous Design Consultant Services
Contract No. 000817

Board approval is requested for the referenced supplemental agreement with WBQ Design & Engineering, Inc. (WBQ), in the not-to-exceed amount of $800,000.00 for Miscellaneous Design Consultant Services. Subject to Board approval and negotiation of fees and expenses, the additional services to be provided under this supplemental agreement will include:

1. Compliance with Florida Fish and Wildlife Conservation Commission permitting for the field survey, excavation, capture and relocation of Gopher Tortoises associated with the Wekiva Parkway sections 205 and 206. It is anticipated that approximately 340 Tortoise burrows will have to be excavated and over 200 Tortoises captured and relocated.

2. Post-Design services to support design projects prepared through this contract that are currently progressing towards the construction phase.

3. Design services to prepare construction documents and bidding support for the S.R. 528 milling and resurfacing between SR 436 and Goldenrod Road.

Total Initial Term Amount	$3,000,000.00
Total First Renewal Amount	$2,100,000.00
Second Renewal Amount	$ 750,000.00
This Supplemental Agreement No. 1	$ 800,000.00
Revised Second Renewal Amount	$1,550,000.00

WBQ was awarded this Contract under our Small Sustainable Business Enterprise (SSBE) program.

Contract No. 000817

SUPPLEMENTAL AGREEMENT NO. 1

TO

SECOND RENEWAL AGREEMENT

MISCELLANEOUS DESIGN CONSULTANT SERVICES

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 10th day of March 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (F/K/A ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY), a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called "CFX" and WBQ DESIGN & ENGINEERING, INC., hereinafter called the "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Magnolia Avenue, Suite 200, Orlando, Florida 32801.

WHEREAS, CFX and the CONSULTANT entered into an Agreement for Professional Services, dated November 8, 2011, where the CONSULTANT was to provide miscellaneous design consultant services for specific projects authorized by CFX, and

WHEREAS, CFX and the CONSULTANT entered into a Renewal Agreement, dated December 8, 2014, where the CONSULTANT was authorized to continue

providing miscellaneous design consultant services for specific projects authorized by CFX, and

WHEREAS, CFX and the CONSULTANT entered into a Second Renewal Agreement, dated September 10, 2015, where the CONSULTANT was authorized to continue providing miscellaneous design consultant services for specific projects authorized by CFX, and

WHEREAS, CFX wishes the CONSULTANT to continue to provide miscellaneous design consultant services for specific projects authorized by CFX under the terms of the Second Renewal Agreement, and

WHEREAS, the CONSULTANT agrees to provide the required services for the additional projects identified by CFX at the same costs and fees specified in the Second Renewal Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with services as requested by CFX through the Work Authorization process.
2. The Maximum Limiting Amount specified in the Second Renewal Agreement is increased by $800,000.00 to a new Maximum Limiting Amount of $1,550,000.00.
3. All provisions of the Second Renewal Agreement, 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 Second Renewal Agreement, or any

supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, in triplicate, the day and year first above written. This Supplemental Agreement was approved by the Authority's Board of Directors at its meeting on March 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

WBQ DESIGN & ENGINEERING, INC.

By: _____
Authorized Signature

Print Name: _____

Title: _____

Attest: _____
(Seal) Secretary or Notary

Approved as to form and execution only.

General Counsel to CFX

_____

Contract No.000817

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AGREEMENT FOR MISCELLANEOUS DESIGN CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 8th day of November, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and WBQ DESIGN & ENGINEERING, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 201 North Magnolia Avenue, Suite 200, Orlando, Florida 32801.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services identified as Contract No. 000817.

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

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". Renewal of this Agreement for up to two one (1) year renewal periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

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

4.0 PROJECT SCHEDULE

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

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

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

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

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

5.0 PROFESSIONAL STAFF

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

Dyer, Riddle, Mills & Precourt, Inc.
Nadic Engineering Services, Inc.
AVCON, Inc.
Bobes Associates Consulting Engineers, Inc.
Atkins North America, Inc.
Geodata Consultants, Inc.
C.T. Hsu & Associates, Inc.
Aspireon, Inc.

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

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the design of and preparation of plans and specifications for a variety of projects including, but not necessarily limited to, roadway and bridge construction, signing, roadway lighting, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

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

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

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

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

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $2,500,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of the AUTHORITY without restriction or limitation on their use on this project; and shall be made available, upon request, to the AUTHORITY at any time. The AUTHORITY will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 341 North Maitland Avenue, Suite 100, Maitland, Florida 32751.

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

11.0 TERMINATION

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

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

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

If the AUTHORITY abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, the

AUTHORITY shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

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

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of

the services hereunder and the character, quality, amount and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith. Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

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

When the AUTHORITY receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, the AUTHORITY will immediately forward the claim to the CONSULTANT. The CONSULTANT and the AUTHORITY will evaluate the claim and report their findings to each other within seven working days. The AUTHORITY and the CONSULTANT will jointly discuss options in defending the claim. After reviewing the claim, the AUTHORITY will determine whether to require the participation of the CONSULTANT in the defense of the claim or to require that the CONSULTANT defend the AUTHORITY in such claim as described in this section. The

AUTHORITY's failure to notify the CONSULTANT of a claim within seven days will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by the AUTHORITY to the CONSULTANT of the claim. The AUTHORITY and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established.

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

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

15.0 THIRD PARTY BENEFICIARY

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

agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.0 INSURANCE

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

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

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

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

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

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

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

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

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

date of said action.

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

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

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

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

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

18.0 STANDARD OF CONDUCT

The CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under

this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

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

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

21.0 SEVERABILITY

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

22.0 GOVERNING LAW AND VENUE

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

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on August 24, 2011.

WBQ DESIGN & ENGINEERING, INC.

BY: _____
Authorized Signature

Title: PRESIDENT

ATTEST: _____ (Seal)
Secretary or Notary

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Print Name: Claude Miller

JANE M. PETERSON
MY COMMISSION EXPIRES
October 27, 2013
#DD921308
NOTARY PUBLIC, STATE OF FLORIDA

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

EXHIBIT “A”

Exhibit A

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 000817 (SSBE)

IN ORANGE COUNTY, FLORIDA

OCTOBER, 2011

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	Description		Page No.
1.0	GENERAL		
	1.01	Location	A-1
	1.02	Description	A-1
	1.03	Purpose	A-1
	1.04	Organization	A-2
	1.05	Term of Agreement for Design Services	A-2
2.0	STANDARDS		A-3
3.0	DESIGN CRITERIA		
	3.01	General	A-4
	3.02	Geometry	A-4
	3.03	Bridge and Other Structures	A-7
4.0	WORK PERFORMED BY CONSULTANT		
	4.01	Design Features	A-8
	4.02	Governmental Agencies	A-8
	4.03	Surveys and Mapping	A-8
	4.04	Geotechnical Investigation	A-10
	4.05	Contamination Impact Analysis	A-12
	4.06	Pavement Design	A-12
	4.07	Governmental Agency and Public Meetings	A-12
	4.08	Environmental Permits	A-13
	4.09	Utilities	A-14
	4.10	Roadway Design	A-15
	4.11	Structures Design	A-16
	4.12	Drainage Design	A-17
	4.13	Roadway Lighting	A-18
	4.14	Traffic Engineering	A-18
	4.15	Signing Plans	A-19

TABLE OF CONTENTS (cont.)

	Description	Page No.
4.16	Pavement Marking Plans	A-19
4.17	Right-of-Way Surveys	A-19
4.18	Cost Estimates	A-19
4.19	Special Provisions and Specifications	A-20
4.20	Fiber Optic Network (FON)	A-20
4.21	Toll Plazas	A-23
4.22	Post-Design Services	A-23
5.0	MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE	
5.01	Record Documents	A-25
5.02	Traffic Data	A-25
5.03	Other	A-25
6.0	WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE	
6.01	Right-of-Way Acquisition	A-26
6.02	Utility Agreements	A-26
6.03	Public Involvement	A-26
6.04	Contracts and Specifications Services	A-26
6.05	Post-Design Services	A-26
6.06	Environmental Permits	A-26
6.07	Conceptual Specialty Design	A-27
7.0	ADMINISTRATION	
7.01	Orlando-Orange County Expressway Authority	A-28
7.02	Authority's Project Manager	A-28
7.03	Consultant	A-29
7.04	Project Control	A-29
7.05	Work Progress	A-30
7.06	Schedule	A-30
7.07	Project Related Correspondence	A-30
7.08	Quality Control	A-30
7.09	Consultant Personnel	A-31
7.10	Site Visit	A-31
7.11	Acceptability of Work	A-31

TABLE OF CONTENTS (cont.)

Description		Page No.
7.12	Design Documentation	A-31
7.13	Reviews and Submittals	A-33
7.14	30% Roadway Plan Submittal	A-34
7.15	30% Bridge and Structural Plan Submittal	A-36
7.16	60% Roadway Plan Submittal	A-36
7.17	90% Bridge and Structure Plan Submittal	A-39
7.18	90% Roadway Plan Submittal	A-39
7.19	100% Roadway, Bridge, Structural, and Right-of-Way Plans	A-41
7.20	Schematic Toll Plaza Plans	A-41
7.21	60% Toll Plaza Plans	A-41
7.22	90% and 100% Toll Plaza Plans	A-42
7.23	Pre-Bid Plans	A-43
7.24	Bid Set	A-43

1.0 GENERAL

1.01 Location

A. Projects (and project locations) to be identified on an individual basis per each task authorizations.

1.02 Description

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on the Expressway Authority's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

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 miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual task authorizations as requested by the Authority. It is further understood that elements of this Exhibit may not be applicable to all task authorizations approved under this contract.

B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans

C. The Authority's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless

otherwise expressly stated as the responsibility of others.

1.04 Organization

A. The Authority's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Miscellaneous Design Services

A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period.

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.

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, 2010 edition, and updates, shall be used for this project.

2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.

4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2001 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 the projects 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. As necessary, along with the 30% design review 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 MAIN LANES	RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Direct Connection)	30 Local 45 Urban 50 Rural
Horizontal Alignment a. Max. Curve, Degrees	3°° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Direct Connection	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1 25:1 Toll Plazas	
d. Transitions	Use spirals for curves>1° 30'	Use spirals for curves>1° 30'	Use spirals for curves>1° 30'
Vertical Alignment a. Max. Grade	3%	5% to 7% (30 mph) 4% to 6% (40 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change) Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft. Right Left	4-Lane 12 (10 paved) 8 (4 paved)	Single Lane 6 (4 paved) 6 (2 paved)	8 (4*paved) 8 (2 paved) • min. 5' paved

DESIGN ELEMENT	EXPRESSWAY MAIN LANES	EXPRESSWAY RAMPS	CROSSROADS/ COLLECTORS
			FDOT
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6-Lane	Dual Lane	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Left Shoulder	5%	5%	5%
3. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64 (typical) 26 w/concrete barrier (min)	N/A	22,40
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

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

Right of Way

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

3.03 Bridge and Other Structures

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

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

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 (as necessary).

B. Major elements of the work include the following:

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on the Expressway Authority's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual task authorizations.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to City of Orlando, Orange County, FDOT, Florida's Turnpike Enterprise, City of Apopka etc..

4.03 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 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

4.04 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.

4.05 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.

4.06 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.07 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.

4.08 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.

4.09 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.

4.10 Roadway Design

A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% 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, should widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. As necessary, the Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Plans and profiles (plans at 1"=50' scale)

8. Interchange plans, profiles, alignment and plan index sheets

9. Interchange layout plans

10 Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets

12. Ramp Terminal Details

13. Crossroad plans and profiles (1"= 50' scale)

14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

15. Earthwork quantities

16. Traffic Control Sheets

17. Utility Adjustment Sheets

18. Details

19. Special provisions

20. Special specifications

4.11 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles.

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 any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.12 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.

2. Finalize the pond design at the 30% submittal.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps used in the development of the drainage design to the Authority for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

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

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.13 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. The Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.14 Traffic Engineering

A. Traffic Data will be furnished by the Authority.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.15 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.

C. The Authority will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures.

D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

4.16 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.

4.17 Right-of-Way Surveys

A. No additional right-of-way is anticipated as part of this contract. Should right-of-way surveys become necessary, a Supplemental Agreement will be made to address the scope required for the services.

4.18 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.

4.19 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.

4.20 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.

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

p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet.

q. Grounding

r. Table of quantities

s. Special notes

t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

v. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements.

w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.

x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements.

y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current Authority ITS equipment standards.

3. The Consultant shall take the following information into consideration when developing the site construction plans:

a. Minimize utility conflicts and adjustments.

b. Minimize traffic impact.

c. Accessibility and ease of equipment maintenance.

d. Safety of equipment maintenance personnel and the traveling public.

e. Maintain the existing FON system through all phases of construction.

f. Environmental conditions.

g. Concurrent/future Authority projects.

h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority

transient voltage surge suppression (TVSS) standards for ITS devices, etc.)

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

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in the Authority's standard format to document the functional connectivity between fiber optic conduit and all splices.

C. Maintenance Of Fiber Operations

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

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

Quantities And General Notes

4. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.

E. Standard Authority specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Toll Plazas

A. This contract may include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems.

4.22 Post-Design Services (as necessary)

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. 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

A. Utility designates for the FON and roadway lighting within OOCEA right of-way.

6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

A. The Authority will help coordinate and support 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 as necessary.

B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

7.01 Orlando-Orange County 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.

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) (8 sets required)

2. 30% Roadway Plans (20 sets and 1 .PDF CD/DVD required)

3. 30% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)

4. 60% Roadway and specifications, Geotechnical Report (20, 20, and 8 sets and 1 .PDF CD/DVD required)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (20 sets and 1 .PDF CD/DVD required)

7. 90% Roadway and specifications (20 and 20 sets and 1 .PDF CD/DVD required)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (20, 20, 20 and 8 sets and 1 .PDF CD/DVD required))

9. Pre-Bid Plans (8 sets and 1 .PDF CD/DVD required) (1 set signed and sealed reports)

10. Bid Set (1 set signed and sealed plans) (1 .PDF of all plans, CADD files of all plans)

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 Schematic Toll Plaza Plans

A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:

1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout.

2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment.
3. Construction phasing plan

4. Description of improvements required for the administration building to accommodate installation of toll equipment.

7.21 60% Toll Plaza Plans

A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:

1. Key sheet with sheet index

2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols

3. Plan view

4. Exterior elevations

5. Canopy sections and details

6. Canopy reflected ceiling plan

7. Roof plan and details

8. Canopy framing and foundation plan

9. Concrete pavement plan

10. Express lane overhead structure plan and details

11. Tunnel sections and details

12. Structural sections and details

13. Plumbing plan and diagrams

14. Lighting plan

15. Power plan and diagram

16. Lightning protection plan and details

17. Demolition and construction phasing plan

18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment.

19. All calculations and design data to support the design for each discipline.

20. Technical specifications

7.22 90% and 100% Toll plaza plans

A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.

B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction

C. A detailed estimate of construction costs shall be included with the 100% submittal.

7.23 Pre-Bid Plans

7.24 Bid Set

EXHIBIT “B”

Exhibit "B"
METHOD OF COMPENSATION
MISCELLANEOUS DESIGN CONSULTANT SERVICES

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Miscellaneous Design Consultant (CONSULTANT) for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 3.00 of the Agreement.

2.0 AMOUNT OF COMPENSATION

2.1 The Authority agrees to pay the CONSULTANT for the performance of authorized services described in Exhibit "A" an amount not to exceed $2,500,000.00 for the initial three (3) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount. All compensation shall be authorized by means of individual Work Authorizations.

2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the CONSULTANT for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

The Authority will reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Agreement are expressly made subject to the terms of (1) the 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 the Agreement. Allowable Costs and Fees are defined as follows:

3.1 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the CONSULTANT's staff expected to be used to perform the required services. The CONSULTANT, for the term of the Agreement, will not be compensated for salary related costs in excess

of those originally accepted by the Authority unless the Authority authorizes additional staff or costs by Supplemental Agreement.

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 workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.

3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.

3.1.3 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 of the CONSULTANT's clients.

3.2 A multiplier of 3.346 shall be applied to all CONSULTANT direct salaries and wages as total compensation for the CONSULTANT's administration overhead and burden costs (indirect charges) and the CONSULTANT's operating margin (profit and risk).

3.3 Expenses: A Lump Sum Amount will be negotiated and paid for miscellaneous and out-of-pocket expenses for each approved Work Authorization. All non-local CONSULTANT travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061.

3.4 Subconsultant Costs: Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the CONSULTANT at cost. In lieu of administrative mark-up, the CONSULTANT will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the CONSULTANT as follows, subject to the provisions of Section 3.0 above:

4.1 The CONSULTANT will be reimbursed monthly for services performed for each approved Work Authorization. Payment to the CONSULTANT will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 3.346, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The CONSULTANT shall promptly pay all subconsultants their proportionate share of payment received from the Authority.

4.2 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 Work Authorization's anticipated duration. Any balance due the CONSULTANT upon completion of a Work Authorization shall be paid in the final invoice.

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

4.4 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

5.1 Final Audit: The CONSULTANT shall permit the Authority to perform or have performed an audit of the records of the CONSULTANT and any or all Subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under this Agreement are subsequently properly disallowed by the Authority because of accounting errors or charges not in conformity with this Agreement, the CONSULTANT agrees that such disallowed amounts are due to the Authority

upon demand. Further, the Authority shall have the right to deduct from any payment due the CONSULTANT under any other contract between the Authority and the CONSULTANT an amount sufficient to satisfy any amount due and owing the Authority by the CONSULTANT under this Agreement. Final payment to the CONSULTANT shall be adjusted for audit results.

5.2 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.

END OF SECTION

EXHIBIT "C"

OOCEA

Miscellaneous Design Consultant Services (SSBE)

Contract No. 000817

Audit Package

Prepared by:

WBQ Design & Engineering, Inc.

201 N. Magnolia Ave., Suite 200

Orlando, FL 32801

(407)839-4300

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Certified Wage Rate Form

21-Sep-11

Subconsultant Name	Overhead Rate	Profit	FCCM	Direct Expenses
WBQ Design & Engineering, Inc.	209.04%	8.26%	$0.00	Negotiated with each Work authorization
DRMP	194.70%	8.86%	$0.00	Negotiated with each Work authorization
Atkins	170.22%	10.00%	$0.00	Negotiated with each Work authorization
Nadic	234.34%	7.36%	$0.00	Negotiated with each Work authorization
Geodata	168.04%	10.00%	$0.00	Negotiated with each Work authorization
Avcon	191.93%	8.99%	$0.00	Negotiated with each Work authorization
CT Hsu	205.42%	8.40%	$0.00	Negotiated with each Work authorization
Bobes	158.70%	10.00%	$0.00	Negotiated with each Work authorization
Aspireon	NA	NA	$0.00	Negotiated with each Work authorization

Profit Percentages were calculated using a maximum of 10% for an Overhead Rate of 172.58% or below. For overhead rates above 172.58%, a ratio was applied to calculate the allowable profit percentage as follows: (172.58/Overhead rate) 10%.

WBQ Design & Engineering, Inc.

WBQ Design & Engineering, Inc.

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Certified Wage Rate Form

Escalation rates provided are not guaranteed and require prior annual approval by OOCEA

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates	2nd Year- 3% Escalation	3rd Year - 3% Escalation
Project Manager	Derek Burke	$86.99	100%	$86.99		
			Project Manager Hourly Rate:	**$86.99**	$89.60	$92.29
Chief Engineer	Troy Vargas	$64.82	75%	$48.62		
	Gail Washington	$58.07	25%	$14.52		
			Chief Engineer Hourly Rate:	**$63.13**	$65.03	$66.98
Senior Engineer	Dan Angel	$48.05	100%	$48.05		
			Senior Engineer Hourly Rate:	**$48.05**	$49.49	$50.98
Project Engineer	Eric Whikehart	$31.73	25%	$7.93		
	Rafael Arosemena	$33.65	75%	$25.24		
			Project Engineer Hourly Rate:	**$33.17**	$34.17	$35.19
Engineer	Mark Suarez	$28.85	50%	$14.43		
	Paul Rivera	$25.00	25%	$6.25		
	Richard Ramoutar	$28.89	25%	$7.22		
			Engineer Hourly Rate:	**$27.90**	$28.73	$29.60
Clerical	Jane Peterson	$28.70	50%	$14.35		
	Christen Castro	$17.77	50%	$8.89		
			Clerical Hourly Rate:	**$23.24**	$23.93	$24.65

	Year 1	Year 2	Year 3
Project Manager	$86.99	$89.60	**$92.29**
Chief Engineer	$63.13	$65.03	**$66.98**
Senior Engineer	$48.05	$49.49	**$50.98**
Project Engineer	$33.17	$34.17	**$35.19**
Engineer	$27.90	$28.73	**$29.60**
Clerical	$23.24	$23.93	**$24.65**

I certify the above rates are current and accurate for the named employees as of September 9, 2011

Jennifer R. Quigley
Vice President

201 N. Magnolia Ave., Suite 200, Orlando, FL 32801 (407) 839-4300

Reporting Period:

11/03/2011 to 11/16/2011

WBQ Design & Engineering, Inc.

Payroll Transaction Summary

Selection: (Payroll Record Type = Normal Payroll) and (Pay Type Equal to Hourly or Pay Type Equal to Salaried) and (Payroll Equal To Bi-Weekly) and (Check Date = 11/162011)

Check Date	Transaction	Type	Pay-Period	Status	Employee ID	Employee Name	total Hours	Gross Wages	Net Wages	Hourly Rate
11/16/2011	9199	Payroll	Bi-Weekly	Paid	Angel	Dan L. Angel	80.00	3,844.69	2,419.82	**48.05**
11/16/2011	9200	Payroll	Bi-Weekly	Paid	Arosemena	Rafael Arosemena	80.00	2,692.30	2,108.68	**33.65**
11/16/2011	9202	Payroll	Bi-Weekly	Paid	Burke	Derek C. Burke	80.00	6,960.03	3,976.87	**86.99**
11/16/2011	9203	Payroll	Bi-Weekly	Paid	Castro	Christen Castro	80.00	1,421.60	1,021.22	**17.77**
11/16/2011	9207	Payroll	Bi-Weekly	Paid	Peterson	Jane M. Peterson	75.00	2,152.76	1,441.48	**28.70**
11/16/2011	9209	Payroll	Bi-Weekly	Paid	Ramoutar	Richard K. Ramoutar	80.00	2,311.32	1,704.89	**28.89**
11/16/2011	9210	Payroll	Bi-Weekly	Paid	Rivers	Paul Rivera	80.00	2,000.00	1,456.61	**25.00**
11/16/2011	9212	Payroll	Bi-Weekly	Paid	Suarez	Mark Suarez	80.00	2,307.70	1,613.55	**28.85**
11/16/2011	9213	Payroll	Bi-Weekly	Paid	Vargas	Troy W. Vargas	82.00	5,185.64	3,721.78	**64.82**
11/16/2011	9216	Payroll	Bi-Weekly	Paid	Washington	Gail Washington	80.00	4,646.09	3,261.06	**58.07**
11/16/2011	9217	Payroll	Bi-Weekly	Paid	Whikehart	Eric L. Whikehart	80.00	2,538.46	1,896.67	**31.73**

WBQ Inc.
Design & Engineering

2011 Direct Expense Cost Rates

Category	Unit	Unit Rate
In House 30 x 42 plots Black & White	per page	$9.00
In House 24 x 36 plots Black & White	per page	$6.00
In House 30 x 42 plots Color	per page	$30.00
In House 24 x 36 plots Color	per page	$25.00
8 ½ x 11 prints (black & white)	per page	$0.12
8 ½ x 11 color prints	per page	$0.60
11 x 17 prints (black & white)	per page	$0.24
11 x 17 color prints	per page	$1.20
Separator Sheets/Special Stock	additional per page	$0.05
Tab Dividers/Pockets	each	$1.00
Mileage	per mile	$0.405
Film/Photo	per photo	At Cost
Overnight Delivery	per delivery	At Cost
Same Day Delivery via courier service	per delivery	At Cost
Display Boards (30 x 42)	per board	$100.00
Scanning to PDF	per page	$1.00
Vendor Printing		At Cost
Saving Files to CD	per CD	$10.00
GBC Binding Up to ½"	each	$2.00
GBC Binding ½" to 1"	each	$2.25
GBC Binding 1" to 2"	each	$2.50
Custom Z-fold and Insert	per page	$1.00

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

April 28, 2011

Jennifer R. Quigley, Principle
WBQ DESIGN & ENGINEERING, INC.
201 North Magnolia Avenue, Suite 200
Orlando, Florida 32801

Dear Ms. Quigley:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2- Project Development and Environmental (PD&E) Studies

Group 3- Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 6- Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7- Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	209.04%	0.051%	Reimbursed	2.68% (Home)

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

DRMP, Inc.

DRMP / OOCEA
Miscellaneous Design
DRMP Project #: 11-0252.0MK

WAGE RATE CALCULATION BY CLASSIFICATION

CLASSIFICATION	NAME		CURRENT SALARY	AVERAGE RATE	LOADED RATES Multiplier* 3.208104	Escalated Rates** 2012 5%	2013 5%	2014 5%	2015 5%
Chief Engineer	Schrumpf	Allen	$45.67	$56.09	$179.93	$188.93	$198.37	$208.29	$218.71
	Prochak	Mark	$64.90						
	Burkett	John	$57.69						
Senior Engineer	Mannik	Peeter	$47.96	$51.17	$164.15	$172.36	$180.97	$190.02	$199.52
	Moss	Colette	$56.25						
	Albano	Mike	$60.10						
	Perri	Joseph	$55.29						
	Yates	William	$45.67						
	Martinez	Carlos	$48.08						
	Woods	Amanda	$44.82						
Project Engineer	Nevah	Patrick	$33.11	$35.64	$114.34	$120.05	$126.06	$132.36	$138.98
	Highland	James	$35.11						
	Lallathin	Timothy J.	$37.56						
	Haisch-Linn	Jocelyn	$36.78						
CADD/Computer Technician	Buntz	Tarrant	$25.72	$31.14	$99.89	$104.88	$110.13	$115.63	$121.42
	Arnemann	James	$28.75						
	Shaw	Theresa	$38.94						
Secretary/Clerical	Holt	H. Stacy	$19.18	$17.59	$56.43	$59.25	$62.21	$65.33	$68.59
	Prettyman	Sarah	$16.00						

Multiplier Calc	
Direct Salary	1.000000
Overhead	1.947000
Operating Margin	0.261104
Total Multiplier	3.208104
Profit Margin	8.86

** Escalation rates provided are not guaranteed and require prior annual approval by OOCEA

I certify the above rates are current and accurate for the named employees as of September 20, 2011.

Gregory T. Smith, P.E.
Vice-President
DRMP, Inc.

DRMP, Inc.

OOCEA Misc Design
Consultant Services
DRMP 11-0252 Omk
Prime WBQ

Classification	Name	Date of Hire	Current Salary	Escalation Factor	Escalated Rates	Average Rate
Sr. Surveyor and Mapper	Abby Schaefer	2/22/1988	$60.10	1.000	$60.10	$ 60.10
Surveyor and Mapper	Thomas Stevenson	10/25/2010	$35.00	0.330	$11.55	
	Al Quickel	2/20/2002	$34.62	0.330	$11.42	
	John Cheney	7/28/2008	$36.06	0.340	$12.26	$ 35.24
SUE Project Manager	David Ragland	12/1/2008	$20.00	1.000	$20.00	$ 20.00
Technicians	Dustin Holloway	5/17/2004	$26.50	1.000	$26.50	
	Chris Wild	5/16/2006	$24.25	1.000	$24.25	$ 25.38
Party Chief	Steve Bray	7/26/2011	$19.00	0.340	$6.46	
	Bruce Wishart	7/28/2011	$18.00	0.330	$5.94	
	Jason Stidham	9/14/2010	$18.00	0.330	$5.94	$ 18.34
Instrument Man	Joe Falk	12/9/2002	$18.00	0.250	$4.50	
	Nick Wilke	9/7/2010	$14.65	0.250	$3.66	
	Jacob Gerhardt	1/18/2011	$14.00	0.250	$3.50	
	Efrain Rosado	9/29/1997	$14.22	0.250	$3.56	$ 15.22
Rodman	Nhan Truong	8/30/2010	$10.50	0.330	$3.47	
	Simon Fick	1/10/2011	$10.40	0.330	$3.43	
	Chris Gronik	5/4/2007	$13.65	0.340	$4.64	$ 11.54
Secretarial/Clerical						
	Brenda Ivester	3/30/2005	$21.80	1.000	$21.80	$ 21.80

I hereby certify that the above current salary rates are the actual rates being paid to the indicated employees as of September 8, 2011.

Abby Schaefer
Vice President
DRMP, Inc.

Date: 09/08/11
Revised: 9/20/2011

WAGE RATE CALCULATION BY CLASSIFICATION

	Avg Rate	x	(multiplier	+	operating margin)				=	Billing Rate 2011	2012	2013	2014	2015
Sr. Surveyor & Mapper	$ 60.10	x	2.9470	+	0.261104				=	$192.81	$202.45	$212.57	$223.20	$234.36
Professional Surveyor and Mapper	$ 35.24	x	2.9470	+	0.261104				=	$113.04	$118.69	$124.62	$130.86	$137.40
SUE Project Manager	$ 20.00	x	2.9470	+	0.261104				=	$64.16	$67.37	$70.74	$74.28	$77.99
Survey Technician	$ 25.38	x	2.9470	+	0.261104				=	$81.41	$85.48	$89.75	$94.24	$98.95
2-Staff Survey Crew	33.56	x	2.9470	+	0.261104				=	$107.66	$113.05	$118.70	$124.63	$130.87
(18.34+15.22)					$107.66	x	8	Daily Rate	=	$861.31	$904.38	$949.60	$997.08	$1,046.93
3-Staff Survey Crew	45.10	x	2.9470	+	0.261104				=	$144.69	$151.92	$159.52	$167.49	$175.87
(18.34+15.22+11.54)					$144.69	x	8	Daily Rate	=	$1,157.48	$1,215.36	$1,276.13	$1,339.93	$1,406.93
4-Staff Survey Crew	56.64	x	2.9470	+	0.261104				=	$181.71	$190.79	$200.33	$210.35	$220.87
(18.34+15 22+11.54+11.54)					$181.71	x	8	Daily Rate	=	$1,453.66	$1,526.34	$1,602.66	$1,682.79	$1,766.93
Survey Clerical/Administrative	$ 18.65	x	2.9470	+	0.261104				=	$59.83	$62.82	$65.96	$69.28	$72.73

Multiplier Calc	
Direct Salary	1.000000
Overhead	1.947000
Operating Margin	0.261104
Total Multiplier	3.208104
Profit Margin	8.86

** Escalation rates provided are not guaranteed and require prior annual approval by OOCEA

Large Format Copying

Type of work performed	Cost	Per
Bond copy	$0.20	Square Foot
Vellum copy	$0.45	SF
Mylar copy	$1.20	SF
Folding	$0.04	Each
Stamping	$0.05	Each
Mileage		
Mileage Allowance	$0.51	Per Mile

Small Format Copying (B&W)

Type of work performed	Cost	Per
Xerox Copy 8 ½ x 11	$0.07	Each
Xerox Copy 8 ½ x 11 3 Hole Punched	$0.09	Each
Xerox Copy 8 ½ x 14	$0.09	Each
Xerox Copy 11 x 17	$0.14	Each
Copy on Colored Paper 8 ½ x 11	$0.09	Each
Copy on Colored Paper 8 ½ x 14	$0.12	Each
Copy on Colored Paper 11 x 17	$0.16	Each
Copy onto Cardstock 8 ½ x 11	$0.15	Each
Copy onto Cardstock 8 ½ x 14	$0.25	Each
Copy onto Cardstock 11 x 17	$0.25	Each
Separator Sheets/Special Stock	$0.04	Each
Transparency/Clear Cover	$1.00	Each
Tab Dividers	$0.25	Each
Hand Fed Copies	$0.18	Each
Hole Punch	$0.10	Each
Folding Xerox Copies	$0.05	Each
Pockets	$1.00	Each

Color Copying

Type of work performed	Cost	Per
Color Copy 8 ½ x 11	$0.35	Each
Color Copy 8 ½ x 14	$0.45	Each
Color Copy 11 x 17	$0.70	Each
Preparation of Digital Files	$10.00	Each

Digital Imaging

Type of work performed	Cost	Per
Black & White Scan Large Format	$1.00	Each
Color Scan Large Format	$5.00	Each
Scan up to 11 x 17	$0.07	Each
Color Plot on Heavy Paper	$4.45	SF
Color Plot on Glossy Paper	$6.45	SF
Color Plot on Canvas	$8.00	SF
Color Plot on Mylar/Film	$10.00	SF
Saving Files on CD	$10.00	Each
Creating CD Multiple Copies	$5.00	Each

Bindery & Finishing

Type of work performed	Cost	Per
GBC Bind up to ½" GBC Bind ½" to 1" GBC Bind 1" to 2"	2.00 2.25 2.50	Each
Screw Post	$1.50	Each
Stapling	$0.07	Each
Lamination 8 ½ x 11	$1.50	Each
Lamination 8 ½ x 14	$2.00	Each
Lamination 11 x 17	$2.50	Each
Spine & Staple	$1.00	Each

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

September 7, 2011

Lisa Greene, Marketing Manager
DRMP, INC.
941 Lake Baldwin Lane
Orlando, Florida 32814

Dear Ms. Greene:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8 - Survey and Mapping

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering
- 13.7 - Transportation Statistics

Your Unlimited Notice of Qualification shall be valid until March 31, 2012 at such time as your September 30, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	194.70%	128.86%	0.868%	Reimbursed	5.37%(Home) 23.76%(Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Atkins

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Atkins Wage Rate Form

ATKINS
482 Keller Road
Orlando, FL 32810

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates (2011)	Proposed Escalation *	Proposed 2012*	Proposed 2013*	Proposed 2014*	Proposed 2015*
Chief Landscape Architect	Willson McBurney	$52.72	100%	$52.72					
		Chief LA Hourly Rate:		**$52.72**	3%	$54.30	$55.93	$57.61	$59.34
Landscape Project Manager	Benjamin Baker	$34.71	100%	$34.71					
		Landscape Project Manager Hourly Rate:		**$34.71**	3%	$35.75	$36.82	$37.93	$39.07
Senior Landscape Architect	David Larsen	$55.90	90%	$50.31					
	Robert Farley	$39.25	10%	$3.93					
		Senior LA Hourly Rate:		**$54.24**	3%	$55.86	$57.54	$59.26	$61.04
Landscape Architect 2	Kristen Sweatland	$26.83	75%	$20.12					
	Patricia Farley	$32.84	25%	$8.21					
		LA2 Hourly Rate:		**$28.33**	3%	$29.18	$30.06	$30.96	$31.89
Landscape Architect	Tyler Peterson	$24.55	75%	$18.41					
	Yun Cao	$25.31	25%	$6.33					
		LA Hourly Rate:		**$24.74**	3%	$25.48	$26.25	$27.03	$27.85
Financial project manager	Kristin Caborn	$40.53	100%	$40.53					
		Clerical Hourly Rate:		**$40.53**	3%	$41.75	$43.00	$44.29	$45.62
Chief Scientist	Terry Zable	$53.00	100%	$53.00					
		Chief Scientist Hourly Rate:		**$53.00**	3%	$54.59	$56.23	$57.91	$59.65
Sciences Project Manager	Lisa Munsch	$35.59	100%	$35.59					
		Sciences Project Manager Hourly Rate:		**$35.59**	3%	$36.66	$37.76	$38.89	$40.06
Senior Scientist	Susan Shaw	$35.07	45%	$15.78					
	Tiffany Crosby	$33.28	45%	$14.98					
	Alan Alshouse	$38.46	10%	$3.85					
		Senior Scientist Hourly Rate:		**$34.60**	3%	$35.64	$36.71	$37.81	$38.95
Project Scientist	Craig Stout	$30.24	25%	$7.56					
	Michael Ray	$30.24	25%	$7.56					
	Ryan Fowler	$26.11	20%	$5.22					
	Jennifer Hilson	$25.19	15%	$3.78					
	Casey Lyon	$22.69	10%	$2.27					
	Sarah Oxford	$20.06	5%	$1.00					
		Project Scientist Hourly Rate:		**$27.39**	3%	$28.21	$29.06	$29.93	$30.83
Sciences Tech	Rachel Mandel	$14.00	100%	$14.00					
		Sciences Tech Hourly Rate:		**$14.00**	3%	$14.42	$14.85	$15.30	$15.76
Clerical	Cheryl Jacquin	$27.31	100%	$27.31					
		Clerical Hourly Rate:		**$27.31**	3%	$28.13	$28.97	$29.84	$30.74

** Escalation rates provided are not guaranteed and require prior annual approval by OOCEA*

ATKINS

September 06, 2011

Certifications

Wage Certification:

I herby certify that the rates contained in this certification are the actual records for the following employees:

Name:	Rate:
McBurney,Willson S	$52.72
Larsen,David W	$55.90
Baker,Benjamin J	$34.71
Caborn,Kristin L	$40.53
Sweatland,Kristen M	$26.83
Peterson,Tyler S	$24.55
Cao,Yun	$25.31
Farley,Patricia H	$32.84
Farley,Robert L	$39.25

If you have any questions please feel free to contact me.
Thank you.

Lori Oleskewicz Payroll Manager
813-281-7633
Lori.Oleskewicz@atkinsglobal.com

ATKINS

September 08, 2011

Certifications

Wage Certification:

I herby certify that the rates contained in this certification are the actual records for the following employees:

Name:	Rate:
Alshouse,Alan W	$38.46
Crosby,Tiffany A	$33.28
Fowler,Ryan K	$26.11
Hitson,Jennifer L	$25.19
Jacquin,Sheryl C	$27.31
Lyon,Casey P	$22.69
Mandel,Rachel N	$14.00
Munsch,Lisa M	$35.59
Oxford,Sarah C	$20.06
Ray,Michael S	$30.24
Shaw,Susan D	$35.07
Stout,Craig	$30.24
Zable,Terrence J	$53.00

If you have any questions please feel free to contact me.
Thank you.

Lori Oleskewicz Payroll Manager
813-281-7633
Lori.Oleskewicz@atkinsglobal.com

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Atkins Direct Expense Form

ATKINS
482 Keller Road
Orlando, FL 32810

Item	Rate	Unit	Note
Courier	$1.70	Mile	
Mileage	$0.445	Mile	
Tolls	Posted Rate		
Reprographics			
8.5 X 11 and 8.5 X 14	$0.04	Ea	*Black and White*
11" x 17"	$0.06	Ea	*Black and White*
Scan to file (PDF) - 8.5 X 11 and 8.5 X 14	$0.04	Ea	*Black and White*
Scan to file (PDF) -11 X 17	$0.06	Ea	*Black and White*
8.5 X 11 and 8.5 X 14	$0.12	Ea	*Color*
11" x 17"	$0.18	Ea	*Color*
Scan to file (PDF) - 8.5 X 11 and 8.5 X 14	$0.29	Ea	*Color*
Scan to file (PDF) -11 X 17	$0.50	Ea	*Color*
Color Laser Cover - 8.5 X11	$1.00	Ea	*Cover Stock*
Color Laser Cover - 11 X17	$1.50	Ea	*Cover Stock*
Color Laser Cover - 8.5 X11	$0.75	Ea	*Gloss Stock*
Color Laser Cover - 11 X17	$1.25	Ea	*Gloss Stock*
Plotting and Printing	$0.08	SqFt	*Large Format Bond*
Plotting and Printing	$1.00	SqFt	*Large Format Vellum*
Plotting and Printing	$0.50	SqFt	*Large Format Mylar*
Scan to file (PDF) - First 200 sheets	$0.13	Ea	*Large Format*
CAD Color Plotting and Printing	$0.57	SqFt	*Bond*
Color Graphics - Plotting and Printing	$1.95	SqFt	*Heavy Bond*
Color Graphics Quality - Plotting and Printing	$8.00	SqFt	*Matte/Gloss*
Drymount on 1/4" Foam Core	$2.25	SqFt	*Foam Board*
Drymount on 1/4" Gator	$3.50	SqFt	*Gator Board*
Drymount on 1/2" Gator	$4.25	SqFt	*Gator Board*
Laminate Standard 3-mil - One Side	$2.00	SqFt	*3mil*
Laminate Standard 3-mil - Two Sides	$3.75	SqFt	*3mil*
Laminate Standard 5-mil - One Side	$2.50	SqFt	*5mil*
Edge Bind Drawing Sets	$0.50	Ea	*Card Board*
Acco Binding - 1 to 100 Pages	$1.25	Ea	
GBC binding - 1 to 100 Pages	$1.50	Ea	
Plastic Spiral Bind -1 to 100 Pages	$1.75	Ea	
Acco Hyde Bind - 1 to 100 Pages	$2.00	Ea	
Metal-Wire Bind 1 to 100 Pages	$2.00	Ea	
Screw Post - Each Hole	$0.25	Ea	
1, 2 or 3 Hole Punch	$0.01	Ea	
Saddle Stitch - 1 to 100 Books	$1.50	Ea	
Collating and Stapling Up to 50 Pages - Each Set	$0.25	Ea	
Copy Tabs	$0.50	Ea	
Custom Z Fold	$0.03	Ea	
Inserting	$25.00	Hour	
GPS Unit	$75.00	Day	

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

OFFICE OF THE
SECRETARY

April 4, 2011

Thomas F. Barry, Jr.
Senior Vice President
ATKINS NORTH AMERICA, INC.
482 South Keller Road
Orlando, Florida 32810

Dear Mr. Barry:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 2- Project Development and Environmental (PD&E) Studies

Group 3- Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Complex Highway Design

Group 4- Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel
- 4.2.3 - Major Bridge Design - Segmental

Group 5- Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6- Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

Group 7- Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 8- Survey and Mapping

- 8.1 - Control Surveying

8.2	- Design, Right of Way & Construction Surveying
8.4	- Right of Way Mapping
Group 10	- Construction Engineering Inspection
10.1	- Roadway Construction Engineering Inspection
10.3	- Construction Materials Inspection
10.4	- Minor Bridge & Miscellaneous Structures CEI
10.5.1	- Major Bridge CEI - Concrete
10.5.2	- Major Bridge CEI - Steel
Group 11	- Engineering Contract Administration and Management
Group 13	- Planning
13.3	- Policy Planning
13.4	- Systems Planning
13.5	- Subarea/Corridor Planning
13.6	- Land Planning/Engineering
13.7	- Transportation Statistics
Group 14	- Architect
Group 15	- Landscape Architect
Group 20	- Appraisal
Group 21	- Acquisition, Negotiation, Closing, and Order of Taking.
Group 24	- Acquisition Relocation Assistance.
Group 25	- Right of Way Clearing and Leasing.

Your Unlimited Notice of Qualification shall be valid until March 31, 2012 at such time as your September 30, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	170.22%	124.68%	0.849%	Excluded	12.43%(Home) 15.23%(Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

Nadic Engineering Services

MES

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Certified Wage Rate Form

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates
Chief Engineer	Godwin Nnadi	$55.71	100%	$55.71
			Chief Engineer Hourly Rate:	**$55.71**
Project Manager	Godwin Nnadi	$55.71	100%	$55.71
			Project Manager Hourly Rate:	**$55.71**
Senior Engineer	Xiaoli Liu	$52.08	100%	$52.08
			Senior Engineer Hourly Rate:	**$52.08**
Project Engineer	Ikenna Uju	$45.19	80%	$36.15
	Killada Mohan	$45.27	20%	$9.05
			Project Engineer Hourly Rate:	**$45.21**
Engineer	Neal Jason	$28.94	100%	$28.94
			Engineer Hourly Rate:	**$28.94**
Senior CADD Support	Nnadi, Eze	$24.42	100%	$24.42
			Senior CADD Support Hourly Rate:	**$24.42**
Sr. Engineering Tech	Martinez, Luis	$22.15	100%	$22.15
			Senior Engineering Tech Hourly Rate:	**$22.15**
Clerical	Huston Suzie	$16.64	50%	$8.32
	Agitha Agnes	$16.58	50%	$8.29
			Clerical Hourly Rate:	**$16.61**

I certify the above rates are current and accurate for the named employees as of September 9, 2011

Godwin Nnadi, Ph.D., P.E.
Principal Engineer/CEO
NADIC ENGINEERING SERVICES, INC.
Civil, Environmental, and Geotechnical Consultants
601 N. Hart Blvd., Orlando, FL. 32818

NADIC ENGINEERING SERVICES, INC.

Payroll Register

For the Period From Aug 1, 2011 to Aug 31, 2011

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Employee ID	Employee	Reference	Date	Pay Type	Pay Hrs	Pay Amt	Amount	Gross
2130	GODWIN NNADI	4683	8/15/11	Regular	88.00	4,902.48	3,959.24	4,902.48
2146	XIAOLI LIU	4684	8/15/11	Regular	88.00	4,583.04	3,331.31	4,583.04
2147	IKENNA UJU	4685	8/15/11	Regular	88.00	3,976.72	2,929.02	3,976.72
2139	MOHANA KILLADA	4686	8/15/11	Regular	88.00	3,983.76	2,933.69	3,983.76
2148	JASON NEAL	4687	8/15/11	Regular	88.00	2,546.72	1,949.48	2,546.72
2135	EZE NNADI	4688	8/15/11	Regular	88.00	2,148.96	1,673.63	2,148.96
2150	LUIS MARTINEZ	4689	8/15/11	Regular	88.00	1,949.20	1,535.10	1,949.20
2143	SUZETTE HUSTON	4690	8/15/11	Regular	88.00	1,464.32	1,192.78	1,464.32
2149	AGNES GATIBA	4691	8/15/11	Regular	88.00	1,459.04	1,188.58	1,459.04
2130	GODWIN NNADI	4692	8/31/11	Regular	96.00	5,348.16	4,268.32	5,348.16
2146	XIAOLI LIU	4693	8/31/11	Regular	96.00	4,999.68	3,607.74	4,999.68
2147	IKENNA UJU	4694	8/31/11	Regular	96.00	4,338.24	3,168.88	4,338.24
2139	MOHANA KILLADA	4695	8/31/11	Regular	96.00	4,345.92	3,173.97	4,345.92
2148	JASON NEAL	4696	8/31/11	Regular	96.00	2,778.24	2,110.04	2,778.24
2135	EZE NNADI	4697	8/31/11	Regular	96.00	2,344.32	1,809.12	2,344.32
2150	LUIS MARTINEZ	4698	8/31/11	Regular	96.00	2,126.40	1,657.99	2,126.40
2143	SUZETTE HUSTON	4699	8/31/11	Regular	96.00	1,597.44	1,291.16	1,597.44
2149	AGNES GATIBA	4700	8/31/11	Regular	96.00	1,591.68	1,287.16	1,591.68
Summary Total	8/1/11 thru 8/31/11			Regular	1,656.00	56,484.32	43,067.21	56,484.32
Report Date Final Total	8/1/11 thru 8/31/11			Regular	1,656.00	56,484.32	43,067.21	56,484.32

NADIC ENGINEERING SERVICES, INC.

Payroll Register

For the Period From Aug 1, 2011 to Aug 31, 2011

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Fed_Income	Soc_Sec	Medicare	Soc_Sec_ER	Medicare_ER	FUTA_ER	SUI_ER
-666.25	-205.90	-71.09	-303.95	-71.09		
-992.79	-192.49	-66.45	-284.15	-66.45		
-823.02	-167.02	-57.66	-246.56	-57.66		
-824.99	-167.32	-57.76	-246.99	-57.76		
-453.35	-106.96	-36.93	-157.90	-36.93		
-353.91	-90.26	-31.16	-133.24	-31.16		
-303.97	-81.87	-28.26	-120.85	-28.26		
-188.81	-61.50	-21.23	-90.79	-21.23		
-188.02	-61.28	-21.16	-90.46	-21.16		
-777.67	-224.62	-77.55	-331.59	-77.55		
-1,109.45	-209.99	-72.50	-309.98	-72.50		
-924.25	-182.21	-62.90	-268.97	-62.90		
-926.40	-182.53	-63.02	-269.45	-63.02		
-511.23	-116.69	-40.28	-172.25	-40.28		
-402.75	-98.46	-33.99	-145.35	-33.99		
-348.27	-89.31	-30.83	-131.84	-30.83		
-216.03	-67.09	-23.16	-99.04	-23.16		
-214.59	-66.85	-23.08	-98.68	-23.08		
-10,225.75	-2,372.35	-819.01	-3,502.04	-819.01		
-10,225.75	-2,372.35	-819.01	-3,502.04	-819.01		

NADIC ENGINEERING SERVICES, INC.
2010/2011 FEE SCHEDULE

I. FIELD EXPLORATION:

1. Crew & Equipment Mobilization:

a. Truck-Mounted Equipment Drill Rig	Ea.	$450.00
b. Amphibious Rig	Ea.	$12,000.00
c. Track/Bombadier	Ea.	$2,400.00
d. Mudbug/ATV	Ea.	$600.00
e. Barge (Coastal)	Ea.	$16,000.00
f. Barge (Small)	Ea.	$12,000.00
g. CPT Rig	Ea.	$600.00
h. Pavement Coring Equipment	Ea.	$550.00
i. Tri-Pod	Ea.	$2,000.00
j. Support Boat	Day	$100.00
k Truck-Mounted Equipment Geoprobe Rig	Ea.	$500.00
l Field Support Vehicle	Day	$60.00

2. Standard Penetration Test Borings(ASTM D-1586):

Truck/MB:

a. - 0 to 50 ft. depths	LF	$12.40
b. - 50 to 100 ft. depths	LF	$15.00
c. - 100 to 150 ft. depths	LF	$19.50
d. 150 to 200 ft. depths	LF	$25.00
e. 200 to 250 ft. depths	LF	$32.00

B/T/A

a - 0 to 50 ft. depths	LF	$18.00
b - 50 to 100 ft. depths	LF	$22.50
c - 100 to 150 ft. depths	LF	$28.50
d. 150 to 200 ft. depths	LF	$36.00
e. 200 to 250 ft. depths	LF	$45.00

3. Rock Coring - HW Barrel(ASTM D-2113):

Truck/MB:

a. - 0 to 50 ft. depths	LF	$30.00
b. - 50 to 100 ft. depths	LF	$35.00
c. - 100 to 150 ft. depths	LF	$40.00
d. 150 to 200 ft. depths	LF	$50.00
e. 200 to 250 ft. depths	LF	$60.00

B/T/A:

a. - 0 to 50 ft. depths	LF	$45.00
b. - 50 to 100 ft. depths	LF	$50.00
c. - 100 to 150 ft. depths	LF	$60.00
d. 150 to 200 ft. depths	LF	$75.00
e. 200 to 250 ft. depths	LF	$90.00

4. Grout Boreholes:		
`ruck/MB:		
a. - 0 to 50 ft. depths	LF	$5.00
b. - 50 to 100 ft. depths	LF	$6.00
c. - 100 to 150 ft. depths	LF	$8.00
d. 150 to 200 ft. depths	LF	$10.00
e. 200 to 250 ft. depths	LF	$12.00
B/T/A:		
a - 0 to 50 ft. depths	LF	$7.50
b - 50 to 100 ft. depths	LF	$9.00
c - 100 to 150 ft. depths	LF	$12.00
d. 150 to 200 ft. depths	LF	$15.00
e. 200 to 250 ft. depths	LF	$18.00
5. Temp Casing 3":		
`ruck/MB:		
a. - 0 to 50 ft. depths	LF	$8.00
b. - 50 to 100 ft. depths	LF	$10.00
c. - 100 to 150 ft. depths	LF	$11.00
d. 150 to 200 ft. depths	LF	$12.50
e. 200 to 250 ft. depths	LF	$15.00
B/T/A:		
a. - 0 to 50 ft. depths	LF	$12.00
b. - 50 to 100 ft. depths	LF	$15.00
c. - 100 to 150 ft. depths	LF	$16.50
d. 150 to 200 ft. depths	LF	$18.75
e. 200 to 250 ft. depths	LF	$22.50
6. Temp Casing 4":		
`ruck/MB:		
a. - 0 to 50 ft. depths	LF	$9.00
b. - 50 to 100 ft. depths	LF	$11.00
c. - 100 to 150 ft. depths	LF	$13.00
d. 150 to 200 ft. depths	LF	$15.00
e. 200 to 250 ft. depths	LF	$17.00
B/T/A:		
a. - 0 to 50 ft. depths	LF	$13.50
b. - 50 to 100 ft. depths	LF	$16.50
c. - 100 to 150 ft. depths	LF	$19.50
d. 150 to 200 ft. depths	LF	$22.50
e. 200 to 250 ft. depths	LF	$25.50

6b. Temp Casing 6":			
Truck/MB:			
a. - 0 to 50 ft. depths		LF	$13.00
b. - 50 to 100 ft. depths		LF	$15.00
c. - 100 to 150 ft. depths		LF	$18.00
d. 150 to 200 ft. depths		LF	$23.00
e. 200 to 250 ft. depths		LF	$28.00
B/T/A:			
a. - 0 to 50 ft. depths		LF	$16.50
b. - 50 to 100 ft. depths		LF	$22.00
c. - 100 to 150 ft. depths		LF	$26.50
d. 150 to 200 ft. depths		LF	$29.00
e. 200 to 250 ft. depths		LF	$36.00
7. CPT Soundings(ASTM D-3441):			
Truck/MB:			
a. - 0 to 50 ft. depths		LF	$10.00
b. - 50 to 100 ft. depths		LF	$11.00
c. - 100 to 150 ft. depths		LF	$13.00
d. 150 to 200 ft. depths		LF	$15.00
e. 200 to 250 ft. depths		LF	$17.00
B/T/A:			
a - 0 to 50 ft. depths		LF	$13.50
b - 50 to 100 ft. depths		LF	$16.50
c - 100 to 150 ft. depths		LF	$19.50
d. 150 to 200 ft. depths		LF	$22.50
e. 200 to 250 ft. depths		LF	$25.50
8. Auger Borings(ASTM D-1452):			
Hand/Truck		LF	$10.00
Track		LF	$15.00
9. Truck/MB and Crew:	2 person crew	Hr	$150.00
	3 person crew	Hr	$250.00
10. B/T/A and Crew:	2 per crew	Hr	$225.00
	3 person crew	Hr	$375.00
11. Field Permeability Tests:			
0 to 10 ft depths		LF	$275.00
10 to 25 ft depths		LF	$275.00

11b. Field Permeability Tests - Obtain Lab. Permeability Samples:		
Kv Tube	LF	$75.00
Kh Tube	LF	$75.00
12. MOT	Days	$150.00
13. Soil Probing:		
a. - 2 person crew	Days	$950.00
b. - 3 person crew	Days	$1,300.00
14. Per Diem for Drill Crew:		
a. - 2 person crew	Days	$150.00
b. - 3 person crew	Days	$200.00
15. Undist Samples(ASTM D-1587):		
ruck/MB:		
a. - 0 to 50 ft. depths	Ea.	$150.00
b. - 50 to 100 ft. depths	Ea.	$200.00
c. - 100 to 150 ft. depths	Ea.	$250.00
d. 150 to 200 ft. depths	Ea.	$300.00
e. 200 to 250 ft. depths	Ea.	$375.00
B/T/A:		
a. - 0 to 50 ft. depths	Ea.	$225.00
b. - 50 to 100 ft. depths	Ea.	$300.00
c. - 100 to 150 ft. depths	Ea.	$375.00
d. 150 to 200 ft. depths	Ea.	$450.00
e. 200 to 250 ft. depths	Ea.	$550.00
16. Soil and water Sampling (Direct Push Soil Sampling with Geophone):		
a. - 0 to 10 feet depths	Days	$1,800.00
17. Site Reconnaissance/Utility Coordination:		
a. - Project Engineer	hrs.	
b. - Senior Engineering Tech.	hrs.	
18. Extra SPT Samples:		
ruck/MB:		
a. - 0 to 50 ft. depths	Ea.	$25.00
b. - 50 to 100 ft. depths	Ea.	$28.00
c. - 100 to 150 ft. depths	Ea.	$32.00
d. 150 to 200 ft. depths	Ea.	$36.00
e. 200 to 250 ft. depths	Ea.	$40.00

B/T/A:		
a. - 0 to 50 ft. depths	Ea.	$37.50
b. - 50 to 100 ft. depths	Ea.	$42.00
c. - 100 to 150 ft. depths	Ea.	$48.00
d. 150 to 200 ft. depths	Ea.	$54.00
e. 200 to 250 ft. depths	Ea.	$60.00
19. Pavement Coring:	Ea.	$300.00
20. Ground Surface DRI (ASTM D-3385)	Ea.	$450.00
21. PCA Water Sampling:	Ea.	$76.88
22. Field Vane Test(ASTM D-2573):	Ea.	$375.00
23. Dilatometer Sounding:	Ea.	$160.00
24. Piezometer 2" 0 to -50 ft depths	LF	$25.00
25. Temp Monitor Wells - 2 inch (50mm):		
a. - 0 to 50 ft. depths	LF	$35.09
b. 50 to 100 ft. depths	LF	$43.50
d. 150 to 200 ft. depths	LF	$48.50
26. Concrete Pad and Cover:	Ea.	$350.00
27. Equipment Decontamination	Hr	$180.00
28. Well Development Time:	Hr	$180.00
29. OVA Headspace Analysis, Senior Engineering Technician:	Hr	
30. OVA Headspace Analysis:	Days	$184.60
31. Riser:	LF	$25.00
32. Screen:	LF	$30.00
33. Water Sampling for Analytical Lab Work (PCA)	Ea.	$76.88
34. FAC 62-770 Table B Soil	Ea.	$600.00
34. FAC 62-770 Table B Water	Ea.	$600.00
35. Ground Penetration Radar Equipment	Days	$650.00
36. Ground Penetration Radar Survey Crew	Hr	$75.00
37. Locate Borings with GPS:		
a. GPS Rental	Day	$80.00
b. Senior Engineering Technician	Hr	

38. Advance Warning Vehicle:	Hr.	$100.00
39. Energy Absorption Vehicle:	Hr	$120.00
40. Flagman:	Days	$715.00
41. Trooper:	Hr	$55.00
42. LBR Sample Collection:	Hr	

II. LABORATORY TESTING:

1. Visual Exam./Stratify(ASTM D-2488):		
- Project Engineer	hrs.	
- Senior Engineering Tech.	hrs.	
2. Grain Size Analysis:		
a. Full Grad. Grain Analysis(FM 1-T 88)	Ea.	$75.00
b. Single Sieve Grain Analysis (FM 1-T 88)	Ea.	$40.00
3. Hydrometer(FM 1-T 88):	Ea.	$120.00
4. Organic Content(FM 1-T 267):	Ea.	$40.00
5. Liquid Limit (FM 1-T 89/90):	Ea.	$40.00
6. Plastic Limit (FM 1-T 89/90):	Ea.	$40.00
7. Natural Moisture (FM 1-T 265):	Ea.	$15.00
8. Unit Weight Determination:	Ea.	$42.00
9. Consolidation Test (FM 1-T 216)		
Consolidation - Drained (CD)	Ea.	$650.00
Consolidation - UnDrained (CU)	Ea.	$500.00
10. Additional Consolidation Increments	Ea	$100.00
11. Permeability(FM 1-T 215/5-513):	Ea.	$250.00
12. Atmospheric Permeability	Ea.	$400.00
13. Back Pressure Permeabilty	Ea.	$400.00
14. Corrosion Series: (pH. Sulfate, Chloride, Resistivity)	Ea.	$160.00
15. Triaxial (FM 1-T 234):	Ea.	$375.00
16. Extended Load Increment:	Ea	$100.00
17. Unconfined Comp. -Soil (ASTM D-2166):	Ea.	$250.00
18. Unconsolidated - Undrained (UU)	Ea.	$375.00

19. LBR (FM5-515):	Ea.	$300.00
20. Specific Gravity(FM 1-T 100):	Ea.	$60.00
21. Bitumen Extraction(FM 1-T 164):	Ea.	$75.00
22. Bitumen Gradation(FM 1-T 30):	Ea.	$80.00
23. Direct Shear(ASTM D-3080):	Ea.	$300.00
24. Shrinkage Factor(FM 1-T 092):	Ea.	$75.00
25. Swell Potential(ASTM D-4546):	Ea.	$75.00
26. Compaction(FM 5-525/521):	Ea.	$130.00
27. Min./Max. Den.(ASTM D-4254/53):	Ea.	$200.00
28. Unconfined Compression - Rock(ASTM D-2938):	Ea.	$120.00
29. Splitting Tensile(ASTM D-3967):	Ea.	$175.00
30. Kerosene Analysis Group:	Ea.	$475.00
31. EPA 8260 (VOC) Soil	Ea.	$242.75
32. EPA 8270 (PNA) Soil	Ea.	$226.50
33. RCRA metal (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) - Total (Soi	Ea.	$200.00
34. FL-PRO (TPH) -Soil	Ea.	$182.50
35. EPA 8260 (VOC) Water	Ea.	$234.50
36. EPA 8270 (PNA) Water	Ea.	$226.50
37. RCRA metal (As, Ba, Cd, Cr, Pb, Hg, Se, and Ag) - Total (Di:	Ea.	$200.00
38. Lead - Dissolved	Ea.	$39.50
39. FL-PRO (TPH) -Water	Ea.	$182.50
40. Aggregate Separation	Ea.	$80.00
41. Other Tests	Ea.	$300.00

I certify that the proposed billing rates are normal rates charged to both public and private clients of NADIC ENGINEERING

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

Feb.18, 2011
Date

NadicEngineering Services, Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818

NES Project No.

OOCEA MISC. DESIGN SERVICES CONTRACT
ANTICIPATED DIRECT EXPENSE

TASK DESCRIPTION	UNIT RATE	30 percent	60 percent	90 percent	100 percent	Final Submittal	Total	Total Amount
Printing and Report Binding								
Roadway and Embankment	$0.20	240.00	240.00	240.00	240.00	240.00	1200.00	$240.00
Ponds	$0.20	160	160.00	160.00	160.00	160.00	800.00	$160.00
Miscellaneous Structures	$0.20		240.00	240.00	240.00	240.00	960.00	$192.00
Plan Sheets								
Roadway and Embankment	$0.50	6.00	10.00	10.00	10.00	10.00	46.00	$23.00
Ponds	$0.50	4	8.00	8.00	8.00	8.00	36.00	$18.00
Miscellaneous Structures	$0.50		40.00	40.00	40.00	40.00	160.00	$80.00
Courier	$36.00	1.00	1.00	1.00	1.00	1.00	5.00	$180.00

$893.00

Nadic Engineering Services,Inc.
601 N. Hart Blvd.,
Orlando, FL. 32818

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 21, 2011

Godwin Nnadi, P.E., Principal Engineer
NADIC ENGINEERING SERVICES, INC.
601 N. Hart Boulevard
Orlando, Florida 32818

Dear Mr. Nnadi:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Laboratory Testing
- 9.4.1 - Standard Foundation Studies
- 9.5 - Geotechnical Speciality Laboratory Testing

Group 10 - Construction Engineering Inspection

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense	Published Fee Scheduled
Overhead Rate	234.34%	1.043%	Excluded	21.81% (Home)	Yes

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Geodata Consultants, Inc.

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Certified Wage Rate Form

Escalation rates provided. Rates will require prior approval by the OOCEA. Escalation rates are not guaranteed.

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates	2nd Year 3% Escalation	3rd Year 3% Escalation
Sr Surveyor & Mapper	H. Paul deVivero, PLS	$42.87	100%	$42.87		
	Senior Surveyor & Mapper Hourly Rate:			**$42.87**	$44.16	$45.48
Surveyor & Mapper	Jeffrey Schwartz, PSM, EI	$40.87	100%	$40.87		
	Surveyor & Mapper Hourly Rate:			**$40.87**	$42.10	$43.36
Sr. Survey Technician	Randy Holland, PSM	$27.00	100%	$27.00		
	Senior Engineer Hourly Rate:			**$27.00**	$27.81	$28.64
Survey Technician	Patrick McAnally	$20.00	100%	$20.00		
	Project Engineer Hourly Rate:			**$20.00**	$20.60	$21.22
Survey Crew Chief	Jason Washuta	$23.00	33%	$7.67		
	Devan Ragan	$19.00	33%	$6.33		
	Timothy Englert	$18.50	33%	$6.17		
	Crew Chief Hourly Rate:			**$20.17**	$20.77	$21.39
Instrument Person	Zachary Reebals	$15.50	33%	$5.17		
	Steven Brooks	$12.00	33%	$4.00		
	Jon Englert	$11.25	33%	$3.75		
	Instrument Person Hourly Rate:			**$12.92**	$13.30	$13.70
Rod Person	Position open at this time	$10.00	100%	$10.00		
	Rod Person Hourly Rate:			**$10.00**	$10.30	$10.61
Clerical	Teri Beck	$38.50	20%	$7.70		
	Position open at this time	$13.00	80%	$10.40		
	Clerical Hourly Rate:			**$18.10**	$18.64	$19.20

Teri A. Beck
Vice President

Teri A. Beck

2700 Westhall Lane, Suite 137, Maitland, Florida 32751

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates	2nd Year 3% Escalation	3rd Year 3% Escalation
Survey Field Crews						
2-Man Survey Crew	Survey Crew Chief	$20.17	100%	$20.17		
	Instrument Person	$12.92	100%	$12.92		
			Instrument Person Hourly Rate:	**$33.08**	$34.07	$35.10
3-Man Survey Crew	Survey Crew Chief	$20.17	100%	$20.17		
	Instrument Person	$12.92	100%	$12.92		
	Rod Person	$10.00	100%	$10.00		
			Rod Person Hourly Rate:	**$43.08**	$44.37	$45.71
4-Man Survey Crew	Survey Crew Chief	$20.17	100%	$20.17		
	Instrument Person	$12.92	100%	$12.92		
	Rod Person	$10.00	100%	$10.00		
	Rod Person	$10.00	100%	$10.00		
			Clerical Hourly Rate:	**$53.08**	$54.67	$56.31

I certify the above rates are current and accurate for the named employees as of September 9, 2011

Teri A. Beck
Vice President

2700 Westhall Lane, Suite 137, Maitland, Florida 32751

Geodata Consultants, Inc.
Basis of Rate Calculations

Escalation rates provided. Rates will require prior approval by the OOCEA. Escalation rates are not guaranteed.

			Weight Factor	Loaded Burdened Billing Rate	2nd Year 3% Escalation	3rd Year 3% Escalation
Sr. Surveyor & Mapper						
H. Paul deVivero, P.S.M.	Rate:	$42.87 /hour		**$129.36**	$133.24	$137.23
Surveyor & Mapper						
Jeffrey Schwartz, P.S.M.	Rate:	$40.87 /hour		**$123.33**	$127.03	$130.84
Sr. Survey Technician						
Randy Holland, P.S.M.	Rate:	$27.00 /hour		**$81.47**	$83.91	$86.43
Survey Technician						
Patrick McAnally	Rate:	$20.00 /hour		**$60.35**	$62.16	$64.02
Secretary/Clerical						
Teri A. Beck	Rate:	$38.50 /hour	50%			
		$19.25 /hour		**$58.08**	$59.83	$61.62
Survey Party Chief						
Jason Washuta	Rate:	$23.00 /hour	33%			
Devon Ragan	Rate:	$19.00 /hour	33%			
Timothy Englert	Rate:	$18.50 /hour	33%			
		$20.17 /hour		**$60.85**	$62.67	$64.55
Survey Instrument Person						
Zachary Reebals	Rate:	$15.50 /hour	33%			
Steven Brooks	Rate:	$12.00 /hour	33%			
Jon Englert	Rate:	$11.25 /hour	33%			
		$12.92 /hour		**$38.98**	$40.15	$41.36
Survey Rod Person						
Position Open	Rate:	$10.00 /hour		**$30.17**	$31.08	$32.01

Survey Crew Rates					Daily Rates	Escalation rates provided. Rates will require prior approval by the OOCEA . Escalation rates are not guaranteed. Hourly Rates Daily Rates	HourlyRates Daily Rates
4 Man Survey Crew							
Crew Chief	$20.17	$60.85					
Instrument Person	$12.92	$38.97					
Instrument Person	$12.92	$38.97					
Rod Person	$10.00	$30.17				$174.04	$179.26
	$56.00	$168.97	X	8	**$1,351.76**	$1,392.31	$1,434.08
3 Man Survey Crew							
Crew Chief	$20.17	$60.85					
Instrument Person	$12.92	$38.97					
Rod Person	$10.00	$30.17				$133.90	$137.91
	$43.08	$130.00	X	8	**$1,039.97**	$1,071.16	$1,103.30
2 Man Survey Crew							
Crew Chief	$20.17	$60.85					
Instrument Person	$12.92	$38.97				$102.82	$105.90
	$33.08	$99.82	X	8	**$798.57**	$822.53	$847.21

Orlando Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 000817

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with the Orlando-Orange County Expressway Authority. These rates will be used throughout the duration of the Contract:

(a)	Direct Labor Cost	$345,055.00	=	100.00%
(b)	GA & O Cost *			
	Allowable GA & O Costs	$467,391.00	=	135.45%
	Direct Labor Cost	$345,055.00		
(c)	Fringe Benefit Cost			
	Fringe Benefit Cost	$112,432.00	=	32.59%
	Direct Labor	$345,055.00		
	Total of (a), (b), & (c)	Combined Rate		268.04%
(d)	FCCM Rate:		=	0.00%
(e)	Operating Margin	10%	=	26.80%
		Total Multiplier	=	294.84%

* GA & O Cost: General Administration and Overhead Cost

SALARY BACKUP INFORMATION

Employee Class	Current Rate	Billing Rate
Senior Surveyor & Mapper	$42.87	$126.40
Surveyor & Mapper	$40.87	$120.50
Sr. Survey Technician	$27.00	$79.61
Survey Technician	$20.00	$58.97
Clerical	$18.10	$53.37
2 Man Survey Crew	$33.08	$97.54
3 Man Survey Crew	$43.08	$127.03
4 Man Survey Crew	$53.08	$156.51

Profit percentages were calculated using a maximum of 10% for an Overhead Rate of 172.58% or below. For Overhead Rates above 172.58%, a ratio was applied to calculate the allowable profit percentage as follows: (172.58/Overhead Rate) * 10%.

Teri A. Beck - Vice President

Teri A. Beck

September 19, 2011
Date:

Geodata Consultants, Inc.
Payroll Check Register
For the Period From Sep 1, 2011 to Sep 1, 2011

Filter Criteria includes: Report order is by Check Date. Report is printed in Detail Format.

Referen	Date	Employee	Gross	Pay Typ	Pay Hr	Pay Amt	Fed_Inco	Soc_Sec	Medicar	Insuranc	Dental	
9133	9/1/11	Teri A. Beck	2,464.00	Regular	64.00	2,464.00	-291.33	-103.49	-35.73			2,033.45
9134	9/1/11	Steven N. Brooks	960.00	Regular	80.00	960.00	-8.69	-40.32	-13.92		-3.57	893.50
9135	9/1/11	H. Paul deVivero	2,743.68	Regular	64.00	2,743.68	-333.28	-115.23	-39.78			2,255.39
9136	9/1/11	Jonathan E. Engler	900.00	Regular	80.00	900.00	-85.19	-37.80	-13.05			763.96
9137	9/1/11	Timothy R. Englert	1,480.00	Regular	80.00	1,480.00	-172.19	-62.16	-21.46			1,224.19
9138	9/1/11	Randy J. Holland	2,160.00	Regular	80.00	2,160.00	-249.38	-90.72	-31.32			1,788.58
9139	9/1/11	Patrick M. McAnall	1,300.00	Regular	65.00	1,300.00	-74.04	-54.60	-18.85			1,152.51
9140	9/1/11	Jeffrey M. Schwart	2,717.86	Regular	66.50	2,717.86	-329.41	-114.15	-39.41	-582.16	-3.57	1,649.16
9141	9/1/11	Jason E. Washuta	1,840.00	Regular	80.00	1,840.00	-176.38	-77.28	-26.68			1,559.66
		9/1/11 thru 9/1/11	16,565.54	Regular	659.50	16,565.54	-1,719.89	-695.75	-240.20	-582.16	-7.14	13,320.40
		9/1/11 thru 9/1/11	16,565.54	Regular	659.50	16,565.54	-1,719.89	-695.75	-240.20	-582.16	-7.14	13,320.40

Please Note:

Devon Ragan was previously laid off from our company in February 2011 and was recently called back to work on August 29, 2011. Devon will receive his first paycheck on September 15, 2011. I will follow up with a check copy or payroll check register (whichever is preferred).

Zachary Reebals was previously laid off from our company in February 2011 and was recently called back to work and will return on September 19, 2011 and will receive his first paycheck on September 29, 2011. I will follow up with a check copy or payroll check register (whichever is preferred).

RICK SCOTT
GOVERNOR

Florida Department of Transportation

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

June 22, 2011

H. Paul deVivero, P.S.M.
President
GEODATA CONSULTANTS, INC.
2700 Westhall Lane, Suite 137
Maitland, Florida 32751

Dear Mr. deVivero:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 8 - Survey and Mapping

8.1 - Control Surveying
8.2 - Design, Right of Way & Construction Surveying
8.4 - Right of Way Mapping

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	168.04%	1.461%	Reimbursed	1.25% (Home)

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

GEODATA CONSULTANTS, INC.
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED
DECEMBER 31, 2010

GEODATA CONSULTANTS, INC.
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2010

TABLE OF CONTENTS

Independent Auditors' Report on Statement of Direct Labor, Fringe Benefits and General Overhead 1

Statement of Direct Labor, Fringe Benefits and General Overhead 2

Notes to Statement of Direct labor, Fringe Benefits and General Overhead 3-5

Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an Audit of Statement of Direct Labor, Fringe Benefits and General Overhead Performed in Accordance with Government Auditing Standards 6-7

Grau & Associates
certified public accountants

2700 North Military Trail · Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITORS' REPORT ON STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

The Board of Directors
Geodata Consultants, Inc.

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Geodata Consultants, Inc. (the "Company") for the year ended December 31, 2010. This Schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this Schedule based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Indirect Cost Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

The accompanying overhead schedule was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other Federal and State regulations as discussed in Note 2, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the overhead schedule referred to above presents fairly, in all materials respects, the direct labor, fringe benefits and general overhead of Geodata Consultants, Inc. for the year ended December 31, 2010 on the basis of accounting described in Note 2.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 18, 2011, on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, and contracts, and agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

This report is intended for the information of the management of Geodata Consultants, Inc. the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.

May 18, 2011

GEODATA CONSULTANTS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2010

Description	Total Costs	Unallowable Costs	FAR Ref	Allowable Costs
Direct Labor	$ 345,055			$ 345,055
Fringe Benefits				
Payroll Taxes	$ 44,802	$ -		$ 44,802
Unemployment taxes	6,406	-		6,406
Health and life insurance	55,634	-		55,634
Insurance owners' life	5,023	(5,023)	(2)	-
Workers compensation	5,590	-		5,590
	$ 117,455	$ (5,023)		$ 112,432
Indirect labor	$ 237,404	$ -		$ 237,404
Rent expense	39,076	-		39,076
Maintenance and repairs	5,916	-		5,916
Travel	343	-		343
Insurance	23,177	-		23,177
Telephone	12,742	-		12,742
Taxes and licenses	12,671	-		12,671
Depreciation and amortization	59,403	-		59,403
Dues and subscriptions	2,035	-		2,035
Recruitment costs	56	-		56
Meals and entertainment	725	(725)	(3)	-
Professional fees	18,195	-		18,195
Interest	8,208	(8,208)	(1)	-
Vehicle expense	37,984	-		37,984
Field supplies	6,426	-		6,426
Office expense	6,624	(603)	(3)	6,021
Computer expense	1,562	-		1,562
Bank service charges	1,381	(39)	(1)	1,342
Freight and postage	651	-		651
Other expense	386	-		386
Training and seminars	2,001	-		2,001
	$ 476,966	$ (9,575)		$ 467,391

See Notes to Statement of Direct Labor, Fringe Benefits and General Overhead

GEODATA CONSULTANTS, INC.
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

NOTE 1 - THE COMPANY

Geodata Consultants, Inc. (S Corporation) (the "Company") provides surveying and mapping services to private sector businesses, architect engineers/contractors, and all level of government. Services are provided throughout the State of Florida. The Company was founded in 1994. Revenues are derived from billings for services and reimbursement of expenses.

NOTE 2 - BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING SYSTEMS

The Company's policy is to prepare its Statement of Direct Labor, Fringe Benefits and General Overhead, on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statues, and Florida Department of Management Services Rule 6OL-9. Accordingly, the above mentioned statement is not intended to present the results of operation of the Company in conformity with accounting principles generally accepted in the United States of America. The Statement of Direct Labor, Fringe Benefits and General Overhead has been allocated based on Direct Labor cost.

The Company's policy is to report the Statement of Direct Labor, Fringe Benefits and General Overhead using the cash basis of accounting.

The Company maintains a job-order cost accounting system for recording and accumulating of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system. The job cost ledger is reconciled with the general ledger. The Company normally bills their customers for subcontractor costs, courier fees, printing costs and other miscellaneous costs associated with a project. These costs are recorded as direct expenses by the Company. The Company treats those costs, which cannot be specifically identified with a particular project as indirect costs.

Labor is charged to direct and indirect labor accounts based on the actual amount incurred. Uncompensated overtime is accounted for using the effective rate method whereby the gross salary paid is divided by the number of hours worked during the pay period to determine an effective rate to be used for job costing. Premium overtime is accounted for as a direct reimbursable expense of the Company.

The Company did not pay any compensation in excess of the FAR 31.205-6(p) limits and reasonable compensation limits of between $110,000 and $140,000.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

PAID TIME OFF

Vacation and sick time is based on date of hire and may be carried forward. Sick time is not paid to employees upon departure.

DEPRECIATION

All purchases of capital assets with a useful life greater than one year are capitalized and depreciated over the estimated useful lives of the respective assets by the straight-line method. The amounts included on the Overhead Schedule are allowable under FAR 31.205-11(e).

NOTE 3 - FACILITIES CAPITAL COST OF MONEY

The Company's audited facilities capital cost of money for the year ended December 31, 2010 is 1.462%. The cost-of money rate has been calculated in accordance with FAR 31.205-10, using the average net book values of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include computer equipment and vehicles. The calculation was made as follows:

	12/31/2010
Net Book Value of Corporate Assets	$ 158,192
Average Treasury Rate	3.19%
Computed Facilities Capital Cost of Money	$ 5,043
Direct Labor	345,055
Cost-of-Money Rate	1.462%

NOTE 4 - UNALLOWABLE COSTS

Listed below are the unallowable indirect costs of the Company:

1. In accordance with FAR 31.205.20, interest expense, in the amounts of $8,208 and $39, have been disallowed.

2. In accordance with FAR 31.205.19, officers' life insurance, in the amount of $5,023, has been disallowed.

3. In accordance with FAR 31.205.14, meals and entertainment, in the amounts of $725 and $603, have been disallowed.

NOTE 5 - SUMMARY

The following summarizes the allowable overhead rates incurred by the Company for the year ended December 31, 2010:

Description	
Fringe Benefit Rate	32.58%
General Overhead Rate	135.45%
Combined Rate	168.03%

NOTE 6 - DIRECT EXPENSE RATE

The Company's home office direct expense rate was based on the direct cost accumulated in the job costs and recorded by the following accounts in the general ledger.

Home Direct Expenses	
Direct printing costs	$ 1,025
Express mail and courier expense	117
Premium overtime	3,182
Total	4,324
Unallowable	-
Allowable expenses	4,324
Direct labor	$ 345,055
Direct expense rate	1.25%

The Company had subcontract fees of $6,250 that are not included in the direct expense rate.

Grau & Associates
certified public accountants

2700 North Military Trail • Suite 350
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Directors
Geodata Consultants, Inc.

We have audited the overhead schedule of Geodata Consultants, Inc. (the "Company") for the year ended December 31, 2010 and have issued our report thereon dated May 18, 2011, which included an explanatory paragraph as the schedule has been prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other federal and state regulations which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Except as disclosed in the preceding sentence, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule is free of material misstatement.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Company's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control over financial reporting.

The management of the Company is responsible for establishing and maintaining internal control over financial reporting. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of internal controls over financial reporting. The objectives of internal control over financial reporting are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with Part 31 of the Federal Acquisition Regulation. Because of inherent limitations in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of the structure to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Company's ability to initiate, authorize, record, process, or report financial data reliably in accordance with Part 31 of the Federal Acquisition Regulation such that there is more than a remote likelihood that a misstatement of the Company's overhead schedule that is more than inconsequential will not be prevented or detected by the Company's internal control. A material weakness is a significant deficiency, or combination of significant deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Company's overhead schedule will not be prevented or detected, and corrected, on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance

As part of obtaining reasonable assurance about whether the Company's overhead schedule is free of material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations, contracts and provision of the applicable section of Part 31 of the Federal Acquisition Regulations (FAR); noncompliance with which could have a direct and material effect on the determination of the amounts reported on the overhead schedule. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

This report is intended for the information of the management of Geodata Consultants, Inc., the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.

May 18, 2011

Avcon, Inc.

AVCON, Inc.

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Certified Wage Rate Form

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates	Projected Escalation Year 2	Projected Escalation Year 3
Principal	Rick Baldocchi	$62.12	100%	$62.12		
		Chief Engineer Hourly Rate:		**$62.12**	**$63.98**	**$65.90**
Project Manager	Luca Delverme	$37.19	100%	$37.19		
		Project Manager Hourly Rate:		**$37.19**	**$38.31**	**$39.45**
Sr. Engineer	Michael Kerns	$36.54	50%	$18.27		
	Robert Palm	$37.68	50%	$18.84		
		Sr. Engnieer Hourly Rate:		**$37.11**	**$38.22**	**$39.37**
Project Engineer	Carl Tum Suden	$35.15	50%	$17.58		
	Dominick Fiorentino	$31.51	50%	$15.76		
		Senior Engineer Hourly Rate:		**$33.33**	**$34.33**	**$35.36**
Engineering Technician	Nicholas Chapman	$22.84	40%	$9.14		
	Errick Gray	$27.40	60%	$16.44		
		Project Engineer Hourly Rate:		**$25.58**	**$26.34**	**$27.13**
Administrative Asst.	Sue Finney	$21.16	100%	$21.16		
		Clerical Hourly Rate:		**$21.16**	**$21.79**	**$22.45**

I certify the above rates are current and accurate for the named employees as of September 8, 2011

RVBal

Rick Baldocchi
Vice President

5555 E. Michigan St., Suite 200, Orlando, FL 32822 (407) 599-1122

Projected Escalation Rates are provided at 3% and are not guranteed. OOCEA approval will be required prior to approval of escalation

AVCON, Inc.
Standard Direct Expense Billing Rates
As of September 21, 2011

Item#	Item	Billing Rate	Per	Category
00001	8.5 X 11 (B &W)	$ 0.10	Copy	In-House Reproduction
00003	24 X 36 - Vellum	$ 1.50	Plot	In-House Reproduction
00004	24 X 36 - Bond	$ 1.00	Plot	In-House Reproduction
00005	11 X 17 - Bond	$ 0.30	Plot	In-House Reproduction
00006	11 X 17 (B&W)	$ 0.20	Copy	In-House Reproduction
00007	30 X 42 - Vellum	$ 2.00	Plot	In-House Reproduction
00008	30 X 42 - Bond	$ 1.35	Plot	In-House Reproduction
00009	Miscellaneous Size Plots - Bond	$ 0.15	Foot	In-House Reproduction
00010	Miscellaneous Size Plots - Vellum	$ 0.25	Foot	In-House Reproduction
00011	8.5 X 14 (B&W)	$ 0.15	Copy	In-House Reproduction
00016	Blueprints	$ 0.10	Sq Foot	In-House Reproduction
00018	8.5 x 11 Plots	$ 0.10	Plot	In-House Reproduction
00019	8.5 x 14 Plots	$ 0.15	Plot	In-House Reproduction
00020	11 x 17 Plots (HP 8000)	$ 0.20	Plot	In-House Reproduction
00026	12 X 18 Plots - Bond	$ 5.00	Sheet	In-House Reproduction
00032	12 x 18 - Bond	$ 0.20	Plot	In-House Reproduction
00033	15 x 21 - Bond	$ 0.30	Plot	In-House Reproduction
00034	15 x 21 - Vellum	$ 1.00	Plot	In-House Reproduction
00035	12 x 18 - Vellum	$ 0.75	Plot	In-House Reproduction
00036	24 x 36 - Mylar	$ 10.00	Plot	In-House Reproduction
00037	30 x 42 - Mylar	$ 15.00	Plot	In-House Reproduction
00038	15 x 21 - Mylar	$ 8.00	Plot	In-House Reproduction
00039	12 x 18 - Mylar	$ 6.00	Plot	In-House Reproduction
00040	24 x 36 - Coated (Color)	$ 2.00	Plot	In-House Reproduction
00041	Miscellaneous Size Plots - Mylar	$ 1.75	Foot	In-House Reproduction
00042	30 x 42 - Coated (Color)	$ 3.00	Plot	In-House Reproduction
00043	Miscellaneous Size Plots - Coated(C	$ 0.35	Foot	In-House Reproduction
00044	15 x 21 - Coated (Color)	$ 1.50	Plot	In-House Reproduction
00045	12 x 18 - Coated (Color)	$ 1.00	Plot	In-House Reproduction
00055	8.5 x 11(Color)	$ 0.24	Copy	In-House Reproduction
00056	8.5 x 14 (Color)	$ 0.36	Copy	In-House Reproduction
00057	11 x 17 (Color)	$ 0.48	Copy	In-House Reproduction
00002	Mileage	$ 0.51	Mile	Other
00012	Delivery 0 to 5 Miles	$ 5.00	Delivery	Other
00013	Delivery 6 to 10 Miles	$ 7.00	Delivery	Other
00014	Delivery 11 to 35 Miles	$ 11.00	Delivery	Other
00015	Delivery 35 or More Miles	$ 0.40	Mile	Other
00022	Per Diem (Food)	$ 85.00	Day	Other
00027	FDOT Monthly Postage & Telephon	$ 50.00	Month	Other
00028	FDOT Monthly Overnight Mail	$ 25.00	Month	Other
00029	Travel	$ 35.00	Trip	Other
00030	Diskette	$ 1.00	CD	Other

00031	FDOT Same Day Delivery	$ 5.00	Delivery	Other
00047	Long Distance	$ 0.04	Minute	Other
00048	FDOT Express Mail (Overnight) 1 lb	$ 16.25	package	Other
00050	5 lb. Package Express Overnight	$ 24.85	package	Other
00051	FDOT Breakfast	$ 3.00	Meal	Other
00052	FDOT Lunch	$ 6.00	Meal	Other
00053	FDOT Dinner	$ 12.00	Meal	Other
00017	Standard CADD Hours	$ 10.00	Hour	Other
00021	2000 FDOT CADD Rate	$ 8.52	Hour	Other
00023	1999 FDOT CADD Rate	$ 7.04	Hour	Other
00024	2001 FDOT CADD Rate	$ 10.22	Hour	Other
00025	1996 FDOT CADD Rate	$ 5.51	Hour	Other
00046	Rent - Chipley Office	$ 150.00	Month	Other
00049	Per Diem (Lodging)	$ 60.00	Night	Other
00054	2002 CADD Rate	$ 9.58	Hour	Other

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 6, 2011

RECEIVED

BY:_____

Jerry Conway, Controller
AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, Florida 32822-2779

Dear Mr. Conway:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting

Group 13 - Planning

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Your Unlimited Notice of Qualification shall be valid until June 30, 2012 at such time as your December 31, 2011 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Departmenthas approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	Home/Branch Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Overhead Rate	191.93%	4.778%	Reimbursed	6.74%

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

CT Hsu & Associates, Inc.

C.T. Hsu + Associates, P.A.
820 Irma Ave.
Orlando, FL 32803
407-423-0098

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Certified Wage Rate Form

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates	Escalation		
					Year 1 - 3%	Year 2 - 3%	Year 3 - 3%
Principal	C.T. Hsu	$68.56	100%	$68.56			
		Principal Hourly Rate:		**$68.56**	$70.62	$72.74	$74.92
Sr.Project Manager	Nathan Butler	$38.94	100%	$38.94			
		Sr. Project Manager Hourly Rate:		**$38.94**	$40.11	$41.31	$42.55
Sr. Project Architect	William Walker	$36.79	100%	$36.79			
		Sr. Project Architect Hourly Rate:		**$36.79**	$37.89	$39.03	$40.20
Project Manager	Miguel Botello	$32.45	100%	$32.45			
		Project Manager Hourly Rate:		**$32.45**	$33.42	$34.43	$35.46
Sr. Construction Administrator	Mark Smith	$34.62	100%	$34.62			
		Sr. Construction Administrator Hourly Rate:		**$34.62**	$35.66	$36.73	$37.83
Intern Architect	Jenny Alvarez	$17.31	25%	$4.33			
	Carlo Giammattei	$23.80	25%	$5.95			
	Jose Buendia	$26.10	50%	$13.05			
		Intern Architect Hourly Rate:		**$23.33**	$24.03	$24.75	$25.49
Clerical	Cody Seidler	$14.37	50%	$7.19			
	Donna Pascoe	$21.63	50%	$10.82			
		Clerical Hourly Rate:		**$18.00**	$18.54	$19.10	$19.67

Note: Proposed escalation rates shown above are subject to review and approval by the Expressway Authority on an annual basis. It is understood that escalation of rates may or may not occur at the discretion of the Expressway Authority.

I certify the above rates are current and accurate for the named employees as of September 9, 2011

Nathan Butler, AIA, LEED AP
Principal/ Sr. Project Manager

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

Consultant Name: C.T. Hsu + Associates Federal ID Number: 59-2455247

Contact Person: Donna Pascoe Phone Number: (407) 423-0098

E-Mail: Accounting@cthsu.com

Qualifying For: Minor Projects (Under $250,000) ☑

Or: Work Group 20 or 22 ☐

Accounting Questionnaire

1. General:

What Fiscal Year is used by your firm? 1/1 - 12/31

Statements on cash or accrual basis? accrual

Do you use a Published Fee Schedule for all clients? If so, please provide. NO

2. Labor Costs (Time Sheets)

	Yes or No Response
Do all employees keep time sheets?	yes
Do time sheets indicate project and overhead accounts?	yes
Do employees sign time sheets?	yes
Are time sheets reviewed and signed by supervisors?	yes
Are payroll expenditures distributed to appropriate accounts based on time sheets?	yes
Is a payroll register prepared for every pay period?	yes

3. Work Logs (For work billed as cost per unit of work)

Do work logs identify the project?	N/A
Are work logs maintained for all projects?	N/A

4. Expenditures

Are all expenditures identified and recorded in the General Ledger as overhead or direct costs?	yes
Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement?	yes
Are costs associated with the fee schedule excluded from the indirect and the direct cost pools?	yes

5. Accounting for Costs and Expenses

Does the General Ledger separate direct cost from indirect (overhead)?	yes
Is a job cost ledger or cost report maintained for every project?	yes
Is the amount of premium overtime included in the direct or indirect expense rates?	NO

6. Estimating Costs for Price Proposals

Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system?	yes

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

RATE SUMMARY FOR YEAR ENDING: 12/31/2010

Reimbursement rates are calculated by dividing total allowable costs by total direct labor costs. For these calculations, certain direct or indirect expenses, such as travel, mileage, interest, certain advertising costs, etc., must be limited or excluded in accordance with Florida Statute 112.061 or Federal Acquisition Regulations, sub Part 31.2. These regulations may be viewed on the Internet at www.arnet.gov/far/. If a field office is needed, a separate determination should be performed.

Description	Home Office	Field Office
Direct Labor Base	$ 655,036.61	$
Fringe Benefit Rate	61.19 %	%
General Overhead Rate	144.23 %	%
Combined Overhead Rate	205.42 %	%
Direct Expense Rate	12.42 %	%

A listing of the fringe benefits and general overhead costs utilized in calculating the overhead rates shown above and a listing of the direct expenses utilized in calculating the direct expense rate shown above must be attached to this certification with any excluded items identified.

COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)- OPTIONAL

	Balance Start of FY	Balance End of FY
Net Capital Assets	$	$
Average Net Book Value (required)	$	
Average US Treasury Rate	%	
Facilities capital Cost (Average x Rate)	$	
Direct Labor Base for Fiscal Year	$	
FCCM Rate (Cost/Direct Labor)	%	

CERTIFICATION

It is hereby certified that the accounting system for this firm meets the minimum requirements set forth in Department Guidelines and that all information contained hereon, including attachments, is true and correct.

(Signature) — 9/20/2011 (Date)

C. T. Hsu — (Name and Title)

C. T. Hsu & Associates, P.A. — (Company Name)

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 6, 2011

Donna Pascoe, Accounting Manager
C.T. HSU + ASSOCIATES, P.A.
820 Irma Avenue
Orlando, Florida 32803

Dear Ms. Pascoe:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 14 - Architect

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below $250,000.00.

Your Notice of Qualification shall be valid for one year from the date of this letter. We will automatically notify your firm 45 to 60 days prior to your update deadline.

Should you have any questions, please feel free to contact me at 850/4144485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/cmr

Bobes Associates

BOBES ASSOCIATES
Consulting Engineers, Inc.

150 CIRCLE DRIVE

MAITLAND, FL 32751

September 8, 2011

WBQ Design and Engineering
201 N. Magnolia Ave., Ste 200
Orlando, FL 32801

Attn: Derek Burke
Principal

Re: Orlando Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817

Dear Derek,
As requested the following is our information regarding overhead multipliers and personnel hourly rates. Our multiplier calculation is as follows:

Base rate	1.00
Overhead & Fringe	1.58
Subtotal	2.58
Profit 10%	0.258
Overall Multiplier	2.838 use 2.84

The individual classification personnel hourly rates are as follows:

CLASSIFICATION	RAW HOURLY RATE	OVERALL MULTIPLIER	FINAL HOURLY RATE
Principal Project Manager	$43.27	2.84	$119.85
Mechanical Engineer/ Designer	$31.25	2.84	$ 88.75
Electrical Engineer/ Designer	$32.95	2.84	$ 93.57
Cadd Operator	$23.50	2.84	$ 66.74
Clerical	$15.00	2.84	$ 42.60

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gus Bobes Jr., P.E.
Principal

PHONE
(407) 628-0882

FAX
(407) 82 8-7824

Bobes Associates
Consulting Engineers, Inc.

Orlando-Orange County Expressway Authority
Miscellaneous Design Consultant Services
Contract No. 00817
Certified Wage Rate Form

Job Classification	Name	Hourly Rate	Weighted Percentage	Weighted Rates
Chief Engineer	Augusto Bobes	$119.85	100%	$119.85
			Chief Engineer Hourly Rate:	**$119.85**
Project Manager				
			Project Manager Hourly Rate:	**$0.00**
Senior Engineer	Ralph Ray (Mechanical)	$88.75	100%	$88.75
	Mike Costner (Electrical)	$93.57	100%	$93.57
			Senior Engineer Hourly Rate:	**$182.32**
Project Engineer				
			Project Engineer Hourly Rate:	**$0.00**
Engineer	Mike Bouvier (CADD)	$66.74	100%	$66.74
			Engineer Hourly Rate:	**$66.74**
Clerical	Danielle Blanco	$42.60	100%	$42.60
			Clerical Hourly Rate:	**$42.60**

I certify the above rates are current and accurate for the named employees as of September 9, 2011

Augusto E. Bobes Jr.
President

150 Circle Drive Maitland, Florida 32751 407-628-0882

Bobes Associates Consulting Engineering Inc.
Payroll Summary
August 24, 2011

	Ray, Ralph S		TOTAL	
	Hours	Aug 24, 11	Hours	Aug 24, 11
Employee Wages, Taxes and Adjustments				
Gross Pay				
Salary		0.00	160.00	5,328.46
Hourly	56	1,616.60	200.00	4,319.60
Hourly Vacation	24	692.40	40.00	1,068.40
Total Gross Pay	80	2,308.00	400.00	10,716.46
Deductions from Gross Pay				
AFLAC		-89.91		-89.91
Health Insurance (pre-tax)		0.00		-319.92
Health Svgs Acct (pre-tax)		-10.00		-55.00
Total Deductions from Gross Pay		-99.91		-464.83
Adjusted Gross Pay	80	2,208.09	400.00	10,251.63
Taxes Withheld				
Federal Withholding		-383.00		-1,261.00
Medicare Employee		-32.02		-148.65
Social Security Employee		-92.74		-430.57
Total Taxes Withheld		-507.76		-1,840.22
Net Pay	80	1,700.33	400.00	8,411.41
Employer Taxes and Contributions				
Federal Unemployment		0.00		0.00
Medicare Company		32.02		148.65
Social Security Company		136.90		635.60
FL - Unemployment		0.00		0.00
Total Employer Taxes and Contributions		168.92		784.25

Bobes Associates Consulting Engineering Inc.
Payroll Summary
August 24, 2011

	Bianco, Danielle		Bobes, Augusto E		Bouvier, Michael G		Costner, Walter M	
	Hours	Aug 24, 11	Hours	Aug 24, 11	Hours	Aug 24, 11	Hours	Aug 24, 11
Employee Wages, Taxes and Adjustments								
Gross Pay								
Salary		0.00		2,692.31		0.00		2,636.15
Hourly	80	1,200.00	80	0.00	64	1,504.00	80	0.00
Hourly Vacation		0.00		0.00	16	376.00		0.00
Total Gross Pay	80	1,200.00	80	2,692.31	80	1,880.00	80	2,636.15
Deductions from Gross Pay								
AFLAC		0.00		0.00		0.00		0.00
Health Insurance (pre-tax)		0.00		0.00		0.00		-319.92
Health Svgs Acct (pre-tax)		-20.00		-25.00		0.00		0.00
Total Deductions from Gross Pay		-20.00		-25.00		0.00		-319.92
Adjusted Gross Pay	80	1,180.00	80	2,667.31	80	1,880.00	80	2,316.23
Taxes Withheld								
Federal Withholding		-169.00		-258.00		-182.00		-269.00
Medicare Employee		-17.11		-38.67		-27.26		-33.59
Social Security Employee		-49.56		-112.03		-78.96		-97.28
Total Taxes Withheld		-235.67		-408.70		-288.22		-399.87
Net Pay	80	944.33	80	2,258.61	80	1,591.78	80	1,916.36
Employer Taxes and Contributions								
Federal Unemployment		0.00		0.00		0.00		0.00
Medicare Company		17.11		38.67		27.26		33.59
Social Security Company		73.16		165.37		116.56		143.61
FL - Unemployment		0.00		0.00		0.00		0.00
Total Employer Taxes and Contributions		90.27		204.04		143.82		177.20

BOBES ASSOCIATES CONSULTING ENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

(Fiscal Year 2010)
(Less expenses for Advertising/Promotion, Bad Debts, Contributions, Entertainment, Interest)

Description:	Costs
Direct Labor	$ 294,449.31
Fringe Bennefits:	
Social Security	17,533.82
Medicare Tax	4,100.65
Unemployment Tax	366.28
Medical Insurance	47,441.56
Workers Comp. Insurance	1,168.55
Total Fringe Benefits:	$ 70,610.87
General Overhead	
Automobile	6,276.80
Bank Charges	136.31
Building Repairs	7,815.82
Computer	9,654.08
Consultants	195,595.39
Courier	330.15
Depreciation	20,804.26
Education	377.69
Indirect Labor	80,881.57
Insurance-Professional Liability	15,901.00
Maintenance-Office Cleaning/Grounds	4,900.00
Membership Dues	193.54
Payroll Service	133.95
Postage	515.38
Printing/Copying	5,100.05
Professional Fees	8,115.06
Reimbursables	790.21
Rent	6,070.56
Supplies	8,563.11
Taxes	4,700.81
Travel	5,618.51
Utilities	14,262.37
Total General Overhead:	$ 396,736.61
TOTAL FRINGE BENEFITS & GENERAL OVERHEAD	$ 467,347.48
OVERHEAD RATE	158.72%

I hereby certify that the above information is true and correct

Augusto E. Bobes Jr., P.E.
President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

Consultant Name:	Bobes Associates Consulting Engineers, Inc.	Federal ID Number:	59-2894913
Contact Person:	Augusto E. Bobes Jr., P.E.	Phone Number:	407-628-0882
		E-Mail:	gusjr@bobeseng.com
Qualifying For:	Minor Projects (Under $250,000)	☑	
Or:	Work Group 20 or 22	☐	

Accounting Questionnaire

1. General:

What Fiscal Year is used by your firm?	2010
Statements on cash or accrual basis?	Cash
Do you use a Published Fee Schedule for all clients? If so, please provide.	No

2. Labor Costs (Time Sheets)	Yes or No Response
Do all employees keep time sheets?	Yes
Do time sheets indicate project and overhead accounts?	Yes
Do employees sign time sheets?	No- they are electronic
Are time sheets reviewed and signed by supervisors?	Reviewed - yes, Signed - no
Are payroll expenditures distributed to appropriate accounts based on time sheets?	Yes
Is a payroll register prepared for every pay period?	Yes

3. Work Logs (For work billed as cost per unit of work)	
Do work logs identify the project?	N/A
Are work logs maintained for all projects?	N/A

4. Expenditures	
Are all expenditures identified and recorded in the General Ledger as overhead or direct costs?	No
Are direct costs identified as direct charges to projects regardless of eligibility for reimbursement?	N/A
Are costs associated with the fee schedule excluded from the indirect and the direct cost pools?	No

5. Accounting for Costs and Expenses	
Does the General Ledger separate direct cost from indirect (overhead)?	No
Is a job cost ledger or cost report maintained for every project?	No
Is the amount of premium overtime included in the direct or indirect expense rates?	No

6. Estimating Costs for Price Proposals	
Is the method of estimating costs for pricing purposes consistent with the accumulation and reporting of costs under your job cost system?	N/A

SELF-CERTIFICATION OF ACCOUNTING SYSTEM AND REIMBURSEMENT RATES

RATE SUMMARY FOR YEAR ENDING: 12/31/2010

Reimbursement rates are calculated by dividing total allowable costs by total direct labor costs. For these calculations, certain direct or indirect expenses, such as travel, mileage, interest, certain advertising costs, etc., must be limited or excluded in accordance with Florida Statute 112.061 or Federal Acquisition Regulations, sub Part 31.2. These regulations may be viewed on the Internet at www.arnet.gov/far/. If a field office is needed, a separate determination should be performed.

Description	Home Office	Field Office
Direct Labor Base	$ 294,449	$ N/A
Fringe Benefit Rate	24.0 %	N/A %
General Overhead Rate	134.7 %	N/A %
Combined Overhead Rate	158.7 %	N/A %
Direct Expense Rate	100.0 %	N/A %

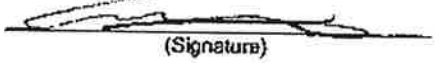
A listing of the fringe benefits and general overhead costs utilized in calculating the overhead rates shown above and a listing of the direct expenses utilized in calculating the direct expense rate shown above must be attached to this certification with any excluded items identified.

COMPUTATION OF FACILITIES CAPITAL COST OF MONEY (FCCM)- OPTIONAL

	Balance Start of FY	Balance End of FY
Net Capital Assets	$	$
Average Net Book Value (required)	$	
Average US Treasury Rate	%	
Facilities capital Cost (Average x Rate)	$	
Direct Labor Base for Fiscal Year	$	
FCCM Rate (Cost/Direct Labor)	%	

CERTIFICATION

It is hereby certified that the accounting system for this firm meets the minimum requirements set forth in Department Guidelines and that all information contained hereon, including attachments, is true and correct.



(Signature)

9/20/11
(Date)

Augusto E. Bobes Jr., P.E., President
(Name and Title)

Bobes Associates Consulting Engineers, Inc.
(Company Name)

Aspireon, Inc.

ASPIREON
Consulting Group

Orlando-Orange County Expressway Authority
Miscellaneous Design Contract Services
Contract No. 00817
Wage Rate Form

Employee Class	Employee Name	Current Rate
Senior Engineer	Deborah Graeber, P.E.	$50.00/hour

I hereby certify that the above current salary rates are the actual rates being paid to the indicated employees as of September 7, 2011. I have attached a copy of the current payroll register which supports these rates.

Deborah L Graeber

Deborah L. Graeber, P.E.	President	September 7, 2011
	Title	Date of Signature

821 PALMETTO TERRACE OVIEDO, FL 32765 P:407.976.5639 WWW.ASPIREONINC.COM

9:31 AM
09/07/11

Aspireon Consulting Group, Inc.
Payroll Summary
July 1 through September 5, 2011

	Deborah L Graeber		
	Hours	Rate	Jul 1 - Sep 5, 11
Employee Wages, Taxes and Adjustments			
Gross Pay			
Administration - Officers	4	50.00	200.00
Project Engineer			0.00
Project Manager	2	50.00	100.00
Total Gross Pay	8		300.00
Adjusted Gross Pay	6		300.00
Taxes Withheld			
Federal Withholding			-3.00
Medicare Employee			-4.35
Social Security Employee			-12.60
Total Taxes Withheld			-19.95
Net Pay	6		280.05
Employer Taxes and Contributions			
Federal Unemployment			0.00
Medicare Company			4.35
Social Security Company			18.60
FL - Unemployment Company			0.00
Total Employer Taxes and Contributions			22.95

RICK SCOTT
GOVERNOR

Florida Department of Transportation

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

January 25, 2011

Deborah Graeber, President
ASPIREON CONSULTING GROUP, INC.
821 Palmetto Terrace
Oviedo, Florida 32765

Dear Ms. Graeber:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing
6.3.1 - Intelligent Transportation Systems Analysis and Design

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.3 - Signalization

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below $250,000.00.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom

Lorraine E. Odom
Professional Services
Qualification Administrator

LEO/smr

ASPIREON
Consulting Group

Project ID: OOCEA Miscellaneous Design

Contract Number: 000817 (SSBE)

Description: Miscellaneous Design Consultant Services

FEE SCHEDULE CERTIFICATION

I certify that the proposed fee schedule found below reflects the normal hourly fees charged to both public and private clients of Aspireon Consulting Group, and that lump-sum contract fees are estimated at these rates. Attached are three recent invoices.

Deborah L Graeber

Deborah L. Graeber, P.E.
Principal

8/25/11
Date

Consulting Fee Schedule:

Senior Engineer: $125.00/hr.

Aspireon Consulting Group, Inc.
321 Palmetto Terrace
Oviedo, FL 32765

Invoice

5/30/2011
29

Bill To

Metric Engineering
Dale Cody
615 Crescent Executive Court
Suite 524
Lake Mary, FL 32746

Item	Description	Hours	Rate	Amount
MET-004-01 Reimb Group	OOCEA QC for TMS	93	125.00	11,625.00
	Expenses		90.50	90.50
	Total Reimbursable Expenses			90.50

Total USD 11,715.50

Billing Summary - Final Invoice

Contract Limit	Amount Invoiced to Date	Amount Paid to Date	Amount Previously Invoiced	Amount Invoiced this invoice	Remaining Balance
$20,553.20	$18840.50	$7,125.00	$7,125.00	$11,715.50	$1,712.70

Aspireon Consulting Group, Inc.
821 Palmetto Terrace
Oviedo, FL 32765

Invoice

Date	Invoice #
5/21/2011	28

Bill To
Metric Engineering Dale Cody 615 Crescent Executive Court Suite 524 Lake Mary, FL 32746

Item	Description	Hours	Rate	Amount
MET-005-01	Osceola County ATMS QC and Soft Digs	5	125.00	625.00
MET-005-02	Osceola County ATMS QC and Soft Digs Added Work	33	125.00	4,125.00

Phone #
407.967.5639

Total USD 4,750.00

Aspireon Consulting Group, Inc.

821 Palmetto Terrace
Oviedo, FL 32765

Invoice

Date	Invoice #
1/11/2011	19

PAID

Bill To
Tuten Planning Dawn Tuten PO Box 679010 Orlando, FL 32867

Item	Description	Hours	Rate	Amount
TUT-001-07	Additional Synchro Sheets for Orange Ave.	3	125.00	375.00

Phone #
407.967.5639

Total USD 375.00

CONSENT AGENDA ITEM

#14

Central Florida Expressway Authority

Fiscal 2016 Contracts Audit

December 2015

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti
Risk & Business Consulting.
Internal Audit.

Table of Contents

Section	Page(s)
Executive Summary	3 – 4
Summary of Audit Procedures Performed and Results	5
Detailed Observations	6 – 12
Appendix A – Detailed Audit Procedures Performed	13 – 18

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary

Overview

In accordance with the 2016 Internal Audit Plan, Internal Audit audited three (3) contracts with a combined contract value exceeding $23,750,000 from a population of currently active large engineering, service, maintenance, operations, and construction projects.

Objectives

The objectives of the audit were to (1) audit the accuracy of items billed to the Authority in accordance with contract terms and conditions, and (2) identify and test key processes and controls around contract bidding and execution, budgeting, billing, project oversight, reporting, and supplemental agreement management.

Project Scope and Approach

The audit was performed using a four-phased approach as outlined below:

Phase I – Contract Analysis and Selection

To select contracts for audit, Internal Audit obtained a listing of all active contracts with the Authority and identified a short-list of contracts for audit after interviewing management and performing a risk analysis based on contract size, duration, terms and conditions, and nature of the work performed. The following contracts were selected for audit as approved by the Audit Committee:

1. **Jorgensen Contract Services #000761**– Contract for Roadway Maintenance of S.R. 408, S.R. 417, S.R. 528 and S.R. 551. This contract began in July 2011 and has a current contract value of $17.4 million. Per the Authority's accounting system (Eden), expenditures to date at the time of audit totaled approximately $14.7 million.

2. **HNTB Corporation Southeast Division #000850**– Engineering/Design contract for the Wekiva Parkway. This contract began in May 2012 and has a current contract value of $5.4 million. Per Eden, expenditures to date at the time of audit totaled approximately $4.7 million.

3. **Day Communications #001002–** Marketing and Communications contract. This contract began in December 2013 and has a current value of $987,625. Per Eden, expenditures to date at the time of audit totaled approximately $575,000.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary

Phase II – Processes and Controls Review

Internal Audit performed procedures to review the Authority's processes related to procurement, contract administration, project and cost management, and supplemental agreement management. Key controls within each of these areas were identified and tested for each contract selected in Phase I. Details regarding the procedures performed, results, and observations are provided on the following pages and in **Appendix A**.

In September 2015, Internal Audit completed a review of open prior year Contracts Audit recommendations and verified that all have been incorporated into practice and policy. Prior year observations and recommendations were also considered and incorporated into this year's Contracts Audit approach to verify that the prior years findings were resolved and are not prevalent in the contracts selected for fiscal year 2016 contracts audit testing.

Phase III – Contract Specific Audit Procedures

Internal Audit performed detailed procedures to review contract terms, costs billed to the Authority, and other key attributes for each of the contracts selected for audit. The contracts selected , value, spend to date, sample tested , and percentage of spend tested are outlined below:

Contract	Contract Value	Contract Spend to Date [2]	Sample Tested [1]	% Spend Tested
Jorgensen Contract Services	$17,353,115	$14,705,157	$3,439,465	23.4%
HNTB Corporation	$5,410,000	$4,655,663	$1,863,378	40%
Day Communication	$987,625	$575,435	$237,049	41.2%

[1] Invoices were selected for testing using judgmental sampling. A detail of all invoices paid to date was obtained and charted to identify abnormal increases in month over month spend to select samples for testing. The invoices selected were tested for compliance with contract terms and conditions.

[2] As of October 20, 2015.

Phase IV – Reporting and Deliverables

Internal Audit prepared this report for management review and comment and for issuance to the Authority's Audit Committee.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Summary of Procedures Performed and Results

For the contracts selected for audit, Internal Audit identified risks and tested key controls within the process areas outlined below. Where applicable, a sample of detailed project costs was reviewed and tested for compliance with contract terms and conditions. The table below provides an overview of the areas reviewed for each contract audit. Further detail of the specific procedures performed is provided in **Appendix A.**

Process	Procedures Performed / Key Areas Reviewed	Total Controls Tested	Number of Observations	Observation Reference
Procurement	Project funding and bid authorization, project bidding (sealed bids and competitive sealed proposals), bid awards, bid bond requirements, and contract renewals.	16	0	N/A
Contract Administration	Contract terms and conditions, insurance, bond and permitting requirements, and minority and women owned business ("MWBE") requirements.	10	3	3, 4
Project & Cost Management	Invoice processing, project planning, scheduling, quality control, subcontract management, cost management, owner direct material purchases ("ODMP") management, and project reporting.	9	1	1,2
Supplemental Agreement Management	Supplemental agreement review, approval, and execution.	2	0	N/A
	TOTAL:	**37**	**4**	

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Observations

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Observation 1 – Jorgensen Subcontractor Approval
Contract: Jorgensen Contract Services
Relative Priority: High

The Authority has policies and procedures to authorize the use of subcontractors by vendors. Subcontractors may be approved through (1) inclusion in the vendor proposal and bid or (2) the completion of an "Authorization to Subcontract" form. The "Authorization to Subcontract" form can be approved by the Procurement Director for amounts up to $25,000 and requires Board Approval for any amount in excess of $25,000. The Jorgensen contract states that all subcontractors intended to be utilized by Jorgensen must be approved by the Authority in advance.

Jorgensen utilized twenty-six subcontractors since the inception of the contract. Of those twenty-six subcontractors, five were disclosed in the original proposal and contract approved by the Board. Jorgensen did not complete the "Authorization to Subcontract" request for the remaining twenty-one subcontractors. In addition, eight of the twenty-one subcontractors were paid amounts in excess of $25,000, which required Board approval.

Recommendation

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.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Observations

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Observation 1 – Jorgensen Subcontractor Approval *(Cont.)*

Management Response

Management concurs.

Management Action Plan

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.

Action Plan Owner / Due Date

Joe Berenis, Deputy Executive Director/ February 1, 2016

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Observations

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Observation 2 – Jorgensen MRP Retainage
Contract: Jorgensen Contract Services
***Relative Priority:* High**

The Florida Department of Transportation inspects the roadways and bridges three times a year and issues an MRP Rating to the Authority. The Jorgensen contract states that, in an effort to hold Jorgensen accountable throughout the year for roadway maintenance levels, the Authority would withhold retainage from the payments due to the vendor after ***each FDOT review***.

Based on MRP Rating, retainage should be withheld after each review, using the following guidance:

- If cumulative MRP rating less than 91, retainage of 1% of the cumulative 4 month payments are withheld.
- If an element rating is below 89, for each point below 89, retainage of .5% of the cumulative 4 month payments are withheld.
- If a characteristic rating is below 80, that for each point below, retainage of .25% of the cumulative amount of 4 month payments are withheld.

The Florida Department of Transportation issues a final MRP rating at year end which is used to calculate the final amount of retainage to be withheld for the year. A reconciliation is to be performed between the final retainage amount and the amounts previously withheld. Any difference is either withheld from Jorgensen's December payment or released to Jorgensen at that time.

During 2011 and 2012, the Authority calculated the amount of retainage that should be withheld based on the final MRP rating of 76,452.88 and $16,989.53 respectively. However, no retainage was actually withheld from the vendor payments. There was no retainage required for 2013.

During 2014, a supplemental agreement was executed with Jorgensen to withhold the fiscal year 2011 and 2012 retainage. However, due to an error, only $80,757 of the $93,442 retainage amount was withheld, resulting in a overpayment of $12,685.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Observations

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Observation 2 – Jorgensen MRP Retainage

Recommendation

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.

Management Response

Management concurs.

Management Action Plan

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.

Action Plan Owner / Due Date

Director of Maintenance/March 1, 2016

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate

protiviti

Detailed Observations

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Observation 3 – Jorgensen Surety Bond
Contract: Jorgensen Contract Services
Relative Priority: Low

The Jorgensen Contract Services Contract states that the Contractor (Jorgensen) is required to acquire a surety bond for the annual value of the contract. This is calculated by taking the total contract value and dividing it by five (the contract term). In the event of a Supplemental Agreement, the surety bond must be updated to reflect the new contract value.

The Jorgensen contract had an initially contract value of $16,989,528, which results in an annual bond requirement of $3,397,905.60. During the initial two years of the contract term (2011 and 2012), the surety bonds were provided to the Authority in the amount of $3,327,333.88 resulting in an underinsured exposure of $70,571.72 each year. The error was corrected by the contractor for 2013 and subsequent years; however the error was not identified by the Authority as part of its normal process.

Recommendation

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.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Detailed Observations

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Observation 3 – Jorgensen Surety Bond *(Cont.)*

Management Response

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.

Management Action Plan

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.

Action Plan Owner / Due Date

Director of Maintenance/ immediately
Claude Miller, Director of Procurement/ Annually, upon expiration of surety bond

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Observations

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Observation 4 – Jorgensen Insurance Rating
Contract: Jorgensen Contract Services
Relative Priority: Low

The Jorgensen contract states that all insurance companies used by the Contractor should have been in business for at least five years and have A.M Best financial rating of at least A- (excellent) and a financial size category rating of XII ($1 Billion to $1.25 Billion in policyholder surplus funds). A.M. Best, as a rating agency, is focused exclusively on the insurance industry.

Jorgensen used six separate insurance carriers over the life of the contract for commercial liability, business automobile liability, and workers' compensation coverages. One of the insurance carriers, Old Republic General Insurance Corp, maintained a financial rating of A- or better; however, their financial size category was only IX ($250 Million to $500 Million in policyholder surplus funds), below the size agreed to per contact.

Recommendation

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.

Management Response

The Authority concurs.

Management Action Plan

Procurement Department personnel who requests insurance renewal information will verify the credit ratings and financial size category for each renewal received.

Action Plan Owner / Due Date

Claude Miller, Director of Procurement/ Immediately

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Appendix A

Detailed Audit Procedures Performed

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Detailed Procedures Performed

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Procedures Performed - Procurement

Internal Audit performed detailed audit procedures related to the procurement, bidding, contract award, and contract renewal of all contracts selected for testing. The procedures performed included:

- High level review of the process for establishing bid estimates for large construction contracts;
- Testing of Board approval to advertise for bids and proposals and Board approval of the contract award;
- Testing for the use of five year contract terms and the option for five one year renewals for contracts;
- Testing of the key components of the competitive sealed bid and proposal processes, including:
  - Completion and utilization of bidding and award schedules;
  - Timestamps applied to all received proposals and compliance with submittal deadlines;
  - The use of bid opening and bid tabulation sheets;
  - Performance of unbalanced bid reviews for competitive bids;
  - Completion of disclosure forms by the Authority's employees responsible for evaluating technical and price proposals; and
  - Comparison of evaluation and scoring to advertised request for proposals.
- Completion and distribution of the monthly expiring contracts report by the procurement department; and
- Completion and approval of the expiring contract renewal worksheet and Board approval of contract renewals.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Procedures Performed

Procurement

Contract Administration

Project & Cost Management

Supplemental Agreement Management

Procedures Performed – Contract Administration

Internal Audit performed detailed audit procedures related to key contract terms and conditions utilized by the Authority and the satisfaction of insurance, bonding, permitting and MWBE requirements by the contractors selected for testing. The procedures performed included:

- Testing for the review of contracts by the Authority's Legal Counsel;
- Testing of key contract reviews and clauses, including:
  - Review by the Authority's Legal Counsel; and
  - Inclusion of key right to audit, termination, and indemnity clauses.
- Outlining and testing of insurance, bonding, and permitting requirements specific to the contracts selected; and
- Satisfaction of MWBE requirements set forth in the original bid and as required by the Authority.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Procedures Performed

- Procurement
- Contract Administration
- **Project & Cost Management**
- Supplemental Agreement Management

Procedures Performed – Project & Cost Management

Internal Audit performed detailed audit procedures related to invoice processing and approval, project planning, scheduling and quality control, project cost management and reporting, and subcontractor management. The procedures performed included:

- Testing of a sample of invoices for the projects selected for adequate review and approval by the appropriate personnel and compliance with the Authority's invoice processing procedures;
- Discussion of current practices in regards to quality control and risk management plans and performance and quality monitoring;
- Testing of subcontractor approval and a sample of payments made to subcontractors;
- Detailed testing of costs billed for a sample of invoices selected for each of the service contracts selected and detailed testing of a sample of the quantities billed for each of the construction contracts selected;
- Review of MRP Rating process and recalculation of retainage withheld;
- Discussion and limited testing of changes to project schedules; and
- Review of reporting submitted to management on a regular basis.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Procedures Performed

- Procurement
- Contract Administration
- Project & Cost Management
- Supplemental Agreement Management

Procedures Performed – Supplemental Agreement Management

Internal Audit performed detailed audit procedures related to supplemental agreement execution, review, and approval. The procedures performed included:

- Testing for Board approval of all supplemental agreements in excess of $50,000; and
- Testing for the approval of all supplemental agreements by the appropriate parties.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Powerful Insights.
Proven Delivery.®

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFXs management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

CONSENT AGENDA ITEM

#15

Central Florida Expressway Authority

Fiscal Year 2016 Bond Financing Review

December 2015

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti
Risk & Business Consulting. Internal Audit.

Table of Contents

Section	Page(s)
Executive Summary	3 – 6
Detailed Observations	7
Appendix A – Benchmarking Results	8 – 14
Appendix B – Factors that Impact Each Bond Sales Method	15
Appendix C – Bond Sales Market Statistics	16
Appendix D – Pros and Cons of Competitive and Negotiated Sales Method	17
Appendix E – Underwriting Spreads: 1996-2015	18
Appendix F – Bond Sales Method Benchmarking	19
Appendix G – Benchmarking of Scoring Criteria – Financial Advisor	20
Appendix H – Benchmarking of Scoring Criteria – Bond Counsel	21
Appendix I – Benchmarking of Scoring Criteria – Underwriters	22
Appendix J – Benchmarking Size of Pool of Underwriters	23
Appendix K – Benchmarking Issuer's Counsel: In-house vs. Outsourced	24

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary

Background

In the 2002 legislative session, the Florida Legislature amended Chapter 348, Part V (now Part III of the "Expressway Act") to, among other things, revise and expand the powers of the Central Florida Expressway Authority ("CFX") to finance or refinance its projects, including the power to refund bonds previously issued on behalf of CFX by the Florida Division of Bond Finance of the State Board of Administration (Division of Bond Finance), through the issuance of its own bonds or other obligations. On January 28, 2003, the Division of Bond Finance adopted a resolution formally recognizing CFX as the issuer of bonds under that certain Master Junior Lien Bond Resolution pursuant to which the Division of Bond Finance had previously issued bonds on behalf of CFX.

CFX adopted, on February 3, 2003, an Amended and Restated Master Bond Resolution pursuant to which CFX amended and restated the Authority Bond Resolution and the Master Junior Lien Bond Resolution into a single, consolidated, single-lien resolution to govern the existing outstanding bonds and future bond indebtedness of CFX. All bonds or other obligations issued under the Amended and Restated Master Bond Resolution are payable from, and secured by, a pledge of net revenues from the operation of the system.

As of June 30, 2015, CFX had $2.6 billion of bonds issued and outstanding with varying terms and conditions, of which approximately 80% are fixed rate debt and 20% are variable rate debt. All bonds currently outstanding have been issued through a negotiated sales method. CFX anticipates issuing an additional $900,000,000 in bonds through fiscal year 2024.

In accordance with the 2016 Internal Audit Plan, Internal Audit reviewed the CFX bond financing process. The review focused on the process of evaluating and managing risks related to bond financing, the bond financing sales method, and the procurement of financial advisors, bond counsel, and underwriters.

Objectives

The objectives of the audit were to (1) perform a risk assessment of the bond financing process, including finance, procurement, and legal risks; (2) review policies surrounding the financing process; (3) review the process to structure financing deals and manage existing portfolio risk; (4) review the process to monitor bond covenant compliance for opportunities to improve internal control design or operating effectiveness; and (5) benchmark the bond sales methods, request for proposals process, and use of external counsel to other local industry practices.

Project Scope and Approach

The audit was performed using a four-phased approach as outlined below:

Phase I – Risk assessment

Internal Audit performed a risk assessment to identify risks over the bond financing process, focusing on finance, procurement, and legal risks. This included gathering information from the Authority's finance, procurement, and legal departments and members of the Finance Committee.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary (cont.)

Phase II – Processes and Controls Review

Internal Audit reviewed the key processes and controls used to mitigate the identified risks related to issuing bonds, managing portfolio risks and bond covenant compliance, and the process for procuring services from financial advisors, underwriters and legal services for Bond and Disclosure Counsels. Key controls within each of these areas were identified and reviewed for design effectiveness. Details regarding the processes reviewed, controls evaluated through and observations are provided in the Summary of Audit Procedures and the Summary of Benchmarking Results.

Phase III – Benchmarking CFX's Bond Financing Process to Industry Leading Practices

Internal Audit performed procedures to benchmark CFX's bond financing process to other local industry practices for the following areas:

A. Debt management policies and procedures.
B. Bond sales method selection: competitive vs. negotiated.
C. Request for Proposal (RFP) process and evaluation criteria: financial advisor, bond counsel, and underwriters.
D. Underwriters pool size.
E. Issuer's Counsel: in-house vs. outsourced.

To perform this benchmarking process, Internal Audit interviewed members of CFX's Finance Committee who are also staff members of the following counties: Orange County, City of Orlando, Seminole County, Osceola County and Lake County; and held interviews with Hillsborough Expressway Authority, Miami Dade Expressway Authority, North Texas Tolling Authority, Harris County Tolling Authority, Florida Turnpike Enterprise, and North Carolina Turnpike Authority. The Summary of Benchmarking Results is provided on page 6. Benchmarking details are provided in Appendix A.

Phase IV– Reporting and Deliverables

Internal Audit prepared this report for management review and comment and for issuance to the Authority's Audit Committee.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary (cont.)

Summary of Audit Results and Procedures Performed

The table below provides an overview of the key processes and internal controls reviewed for design effectiveness and the number of observations identified.

Process	Key Areas Reviewed for Design Effectiveness	Internal Controls Evaluated	Number of Observations	Observation Reference
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.	15	0	N/A
Bond Issuance	Sales methodology, post sale summary and analysis, credit rating, authorization of bond issuance.	9	0	N/A
Interest Rate Risk Management	Debt limit compliance and restrictions, refunding or refinancing opportunities, interest rate dislocations (swaps).	6	0	N/A
Debt Covenant Monitoring	Monitoring debt service ratios and debt covenant compliance.	2	0	N/A
Reporting	Preparation and review of 5-Year Work Plan, Monthly Statistical Reports, Semi-Annual Debt Report and Investor Relation Program.	8	1	1
Investment Monitoring	Investment portfolio performance.	1	0	N/A
	TOTAL:	**41**	**1**	

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Executive Summary (cont.)

Summary of Benchmarking Results

The table below provides an overview of the benchmarking results.

Process	Benchmarking Sources	Results
Debt Management Policies and Procedures.	• Government Finance Officers Association (GFOA) • Counties and city represented on CFX's Finance Committee • Other similar tolling and transportation authorities	✓
Bond Sales Method Selection	• Municipal Bond Market statistics • Government Finance Officers Association (GFOA) • Counties and city represented on CFX's Finance Committee • Other similar tolling and transportation authorities	✓
Request for Proposal (RFP) Process and Evaluation Criteria	• Government Finance Officers Association (GFOA) • Counties and city represented on CFX's Finance Committee • Other similar tolling and transportation authorities	✓
Underwriters Pool Size	• Government Finance Officers Association (GFOA) • Counties and city represented on CFX's Finance Committee • Other similar tolling and transportation authorities	✓
Issuer's Counsel: In-House vs. Outsourced	• Government Finance Officers Association (GFOA) • Counties and city represented on CFX's Finance Committee • Other similar tolling and transportation authorities	✓

✓ CFX is in alignment with the local leading practice.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Detailed Observations

- Bond issuance
- Interest Rate Risk Management
- Reporting
- Debt Covenant Monitoring
- Investment Monitoring
- Procurement

Observation 1 – Semi-Annual Debt Report
Relative Priority: Low

The CFX Debt Policy, section XI, states that at least twice each year, the Board shall receive a report on the status of its debt. The report shall at a minimum include:

- Amount and percentage of total debt by categories:
  - Natural fixed
  - Synthetic fixed
  - Natural variable
  - Synthetic variable
- Current mark-to-market value of all interest rate exchange agreements
- Historical rate performance for all variable rate bonds
- Any changes in ratings for credit enhancers and swap counterparty

The most recent debt status report was completed on July 22, 2013. The report is not being prepared twice per year as required in the Debt Policy.

Recommendation
CFX's Finance Department should comply with its Debt Policy and prepare and present the semi-annual debt reports to the Board.

Management Response
Management Concurs

Management Action Plan
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.

Action Plan Owner / Due Date
Lisa Lumbard, CFO/ April 1, 2016

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX s management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Appendix A - Benchmarking Results

A. Policies and Procedures for Debt Management

Internal Audit has reviewed CFX's bond financing policies and procedures surrounding Debt Management, Interest Rate Risk Management, Investment and Procurement and compared those policies and procedures to:

a) The Debt Management policies of the counties and city represented on CFX's Finance Committee: Orange County, City of Orlando, Seminole County, Osceola County and Lake County, and other similar tolling and transportation authorities (Hillsborough County Expressway Authority, Miami-Dade Expressway Authority, North Texas Tolling Authority, Harris County Tolling Authority, Florida Turnpike Enterprise, and North Carolina Turnpike Authority).
b) The guidelines stipulated by the Government Finance Officers Association (GFOA).

The Government Finance Officers Association (GFOA) recommends government agencies document in policies and procedures, among other things, the following guidelines:

- Debt limits - Setting specific limits or acceptable ranges for each type of debt.
- Debt Structuring Practices - Guidelines regarding the debt structuring practices for each type of bond, which includes: maximum term; average maturity; debt service pattern such as equal payments or equal principal amortization; use of variable or fixed-rate debt, credit enhancements, derivatives, short-term debt.
- Debt Issuance Practices - Issuance processes, which may differ for each type of debt and should include, among other things: Selection and use of professional service providers (financial advisor); criteria for determining the sales method; use of comparative bond pricing services or market indices as a benchmark in negotiated transactions; criteria for issuance of advance refunding and current refunding bonds, and use of credit ratings.
- Debt management practices - ongoing administrative activities, including investment of bond proceeds and market disclosure practices.
- Use of derivatives - state whether or not the entity can or should use derivatives.

Results:

CFX's policies and procedures for debt management, interest rate risk management, and investment encompass the GFOA's recommended guidelines. In addition, CFX's policies and procedures are in line with the policies and procedures of the counties and cities represented on CFX's Finance Committee, as well as similar tolling and transportation authorities interviewed for this review.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A - Benchmarking Results (cont.)

B. Bond Sales Method Selection: Competitive vs. Negotiated

Under the competitive sales method, the bond issuer sets maturity dates and terms of a bond issuance and then advertises the bonds for sale. Underwriters bid on the issuance and the lowest total cost bid (inclusive of interest rate and underwriting spread) is awarded the bond issuance, which can be split among several underwriters depending on the size of the issuance and the number of interested underwriters.

Under the negotiated sales method, the bond issuer selects a pool of underwriters through a bidding process. The selected underwriters then negotiate with the issuer on terms including maturity dates, interest rates, and spreads for a bond issuance that best meets their client's need and market conditions.

Internal Audit has reviewed CFX's process for selecting the bond sales method: competitive vs. negotiated, and compared it to:

a) The municipality bond market statistics;
b) Practices used by the counties and city represented on CFX's Finance Committee: Orange County, City of Orlando, Seminole County, Osceola County and Lake County, and other similar tolling and transportation authorities (Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike); and
c) The guidelines stipulated by the Government Finance Officers Association (GFOA).

Municipality Bond Market Statistics:

The primary factor that impacts selecting either competitive or negotiated sales method is the effect to the underwriting spread, which is defined as the difference between the amount paid by the underwriter in an issue of securities and the price at which securities are offered for sale to the public. Based on the data collected from 1996 to 2015, the spread has narrowed between the two sales methods according to "The Bond Buyer", a municipal bond market trade publication.

The Authority issued 100% of the current outstanding debt through a negotiated sales. The volume of Municipal Bonds issued related to Transportation Municipal Entities in the first half of 2015 was $20.6 billion, of which $16.7 billion were issued through a negotiated sale (81%). Transportation Municipal Entities issued $26.3 billion in bonds during the first half of 2014, of which $20.3 billion were issued through a negotiated sale (77%) according to "The Bond Buyer".

For further detail on the Market Statistic Benchmarking Results refer to Appendix C.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A - Benchmarking Results (cont.)

B. Bond Sales Method Selection: Competitive vs. Negotiated (Continued)

Practices of Orange County, City of Orlando, Seminole County, Osceola County and Lake County and Other Similar Tolling and Transportation Authorities

Internal Audit benchmarked the common bond sales method used by CFX (negotiated), to the most common sales method used by Orange County, City of Orlando, Osceola County, Seminole County and Lake County (competitive); and other tolling authorities (negotiated) and identified the following:

- Agencies whose bonds are backed by toll revenue primarily issued bonds through a negotiated sales method. In comparison, counties and the City of Orlando whose bonds are backed mainly by tax revenue issued bonds through a competitive sales method. The revenue sources of municipalities are typically viewed by underwriters and the bond market as more stable in nature than toll revenues providing an advantage in the competitive bond market.
- Tolling Authorities generally carried a higher debt ratio than municipalities which factors into the evaluation of credit worthiness of the agency. As such, municipalities generally had higher credit ratings from independent third parties than tolling authorities, allowing them to receive lower interest rates on debt issuances, which generally facilitates issuing bonds through a competitive sale.

Guidelines Stipulated by the GFOA:

GFOA guidelines state: "State and local government bond issuers should sell their debt using the method of sale that is most likely to achieve the lowest cost of borrowing while taking into account both short-range and long-range implications for taxpayers and ratepayers."

Results:
CFX primarily utilizes the negotiated sales method, which is the most common sales method used by tolling and transportation authorities consulted as part of the audit. However, due to the credit worthiness and the strength of the revenue source, municipalities primarily utilize the competitive sales method.

CFX's Debt Policy stipulates that the preferred sales method accomplishes the goal of obtaining the lowest cost of capital, which is in compliance with the guidelines of the GFOA.

For further detail on the Sales Method Benchmarking Results refer to Appendix B-F.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A - Benchmarking Results (cont.)

C. Request for Proposal (RFP) process and evaluation criteria

Internal Audit has reviewed CFX's procurement (RFP) process for selecting the Financial Advisor, Bond Counsels, and Pool of Underwriters, and compared it to:

a) The guidelines stipulated by the Government Finance Officers Association (GFOA); and
b) Practices used by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and other similar tolling and transportation authorities (Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike).

Financial Advisor

Guidelines Stipulated by the GFOA

GFOA guidelines recommend that issuers select municipal advisors on the basis of merit using a competitive process and that issuers review those relationships periodically. A competitive process using a request for proposal (RFP) or request for qualifications (RFQ) process as applicable allows the issuer to compare the qualifications of proposers and to select the most qualified firm based on the scope of services and evaluation criteria outlined in the RFP.

Practices of Orange County, City of Orlando, Seminole County, Osceola County and Lake County and Other Similar Tolling and Transportation Authorities

Internal Audit benchmarked the RFP criteria evaluated by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and other similar tolling and transportation authorities:

(I) Technical aspects / firm and staff experience: encompasses evaluations for experience and qualification of the firm and personnel, location, and approach to assignments and technical aspects, which included M/WBE utilization.
(II) References from clients and past experiences
(III) Fee / compensation evaluation
(IV) Conflict of interest
(V) Interview (if performed)
(VI) Others: as determined by the agency

Results

CFX's Financial Advisor RFP is in line with GFOA guidelines, and evaluation metrics considered are in line with those used by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and other similar tolling and transportation authorities (Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike). However, the fee evaluation criteria were weighted less in the RFP evaluation process performed by Orange County, City of Orlando, Seminole County, Osceola County and Lake County, and was excluded from the evaluation process of other similar tolling and transportation authorities. For RFP's where fee/compensation was excluded, a separate fee negotiated process was initiated after the initial evaluation was approved by the corresponding authority.

For further detail on the Financial Advisor RFP evaluation criteria refer to Appendix G.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A - Benchmarking Results (cont.)

C. Request for Proposal (RFP) process and evaluation criteria (Continued)

Bond Counsel

Guidelines stipulated by the GFOA

GFOA guidelines recommend that issuers select bond counsel on the basis of merit using a competitive process and review those relationships periodically. A competitive process using a request for proposal (RFP) or request for qualifications (RFQ) permits issuers to compare qualifications of firms and select a firm or firms that best meets the needs of their community and the type of financing being undertaken.

Practices of Orange County, City of Orlando, Seminole County, Osceola County and Lake County and Other Similar Tolling and Transportation Authorities

Internal Audit benchmarked the RFP criteria evaluated by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and other similar tolling and transportation authorities (Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike):

(I) Experience of the firm and experience of the attorneys assigned / location
(II) Approach to assignment (including M/WBE)
(III) Fee proposal
(IV) Interview (if performed)
(V) Others: as determined by the agency.

Results
CFX's Bond Counsel RFP's are in line with GFOA guidelines, and evaluation metrics considered are in line with those considered by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and other similar tolling and transportation authorities (Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike).

For further detail on the Bond Counsel RFP evaluation criteria refer to Appendix H.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A - Benchmarking Results (cont.)

C. Request for Proposal (RFP) process and evaluation criteria (Continued)

Underwriters

Guidelines Stipulated by the GFOA

GFOA guidelines recommend the use of a Request for Proposal (RFP) process when selecting underwriters in order to promote fairness, objectivity and transparency. An RFP process can result in selection of one or more underwriters for a single transaction or result in identification of a pool of underwriters from which firms will be selected over a specific period of time for a number of different transactions.

Practices of Orange County, City of Orlando, Seminole County, Osceola County and Lake County and Other Similar Tolling and Transportation Authorities

Internal Audit reviewed the RFP criteria used by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and other similar tolling and transportation authorities:

(I) Experience of the firm and experience of the attorneys assigned / location
(II) Distribution / marketing / pricing capabilities: encompasses approach to the engagement (if referred to in marketing and pricing capabilities)
(III) Understanding of authority's need / value added or unique capabilities
(IV) Finance Plan: encompasses ability and willingness to commit capital, as well as pricing – e.g. gross spread, takedowns
(V) State and regional presence
(VI) Regulatory compliance
(VII) Others: as determined by the agency

Results:
CFX's Underwriters RFP's are in line with GFOA guidelines, and evaluation metrics considered are in line with those considered by Orange County, City of Orlando, Seminole County, Osceola County and Lake County and other similar tolling and transportation authorities (Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike).

For further detail on the Underwriter RFP evaluation criteria refer to Appendix I.

Continued on the following page...

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A - Summary of Benchmarking Results (cont.)

D. Underwriters pool size

Practices of Orange County, City of Orlando, Seminole County, Osceola County and Lake County and Other Similar Tolling and Transportation Authorities

A pool of underwriters is procured only for bonds issued through a negotiated sales process. If bonds are issued through a competitive sale, a competitive bid process that is open to the public is initiated to allocate the bonds. Internal Audit benchmarked CFX's pool size of underwriters with that of Orange County, City of Orlando, Seminole County, Osceola County and Lake County, Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike.

Results:
CFX engages 11 underwriters (four Senior Managers and seven Co-Managers), which is in line with the other agencies. The advantage of procuring a pool of underwriters is to introduce a competitive aspect when utilizing the negotiated sales process.

For further detail on the Underwriters pool size refer to Appendix J.

E. Issuer's Counsel: in-house vs. outsourced

Guidelines stipulated by the GFOA

GFOA guidelines state "Governments may have in house counsel or may hire outside counsel to represent only the interest of the issuer."

Practices of Orange County, City of Orlando, Seminole County, Osceola County, Lake County, Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike

Internal Audit benchmarked CFX's decision to outsource Issuer's Counsel with that of the Finance Committee members and other tolling and transportation authorities, taking into consideration the size of the internal legal group.

Results:
Municipal entities and Transportation Authorities that have in-housed the responsibilities of the Issuer's Counsel tend to have larger legal departments, or access to resources from superior authorities (i.e. State, Counties, etc.). Tolling Authorities that have smaller legal departments generally outsourced Issuer's Counsel responsibilities.

For further detail on Issuer's Counsel refer to Appendix K.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix B – Factors that Impact Each Bond Sales Method

Competitive Sales Method

- The rating of the bonds, either credit-enhanced or unenhanced, is at least in the single-A category.
- The bonds are general obligation bonds or full faith and credit obligations of the issuer or are secured by a strong, known and long-standing revenue stream.
- The structure of the bonds does not include innovative or new financing features that require extensive explanation to the bond market.
- The issuer is well known and frequently in the market.

Negotiated Sales Method

- The rating of the bonds, either credit-enhanced or unenhanced, is lower than single-A category.
- Bond insurance or other credit enhancement is unavailable or not cost-effective.
- The structure of the bonds has features such as a pooled bond program, variable rate debt, deferred interest bonds, or other bonds that may be better suited to negotiation.
- The issuer desires to target underwriting participation to include disadvantaged business enterprises (DBEs) or local firms.
- Other factors that the issuer, in consultation with its municipal advisor, believes favor the use of a negotiated sales process.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix C – Bond Sales Market Statistics

Following is a summary of long-term bond sales for the first half of 2015 and 2014 for Transportation Municipal Entities in the United States:

	2015		2014	
	Volume ($ Mill)	# Issuers	Volume ($ Mill)	# Issuers
TOTAL	**$ 20,606**	**242**	**$26,314**	**245**
Airport	3,867	59	4,741	38
Seaport	818	12	531	11
Toll Roads, Hwys & Streets	8,249	113	12,599	139
Bridges	1,338	6	1,084	7
Tunnels	0	0	0	0
Parking Facilities	162	11	97	10
Mass Transportation	6,172	41	7,264	40
Negotiated	**16,708**	**156**	**20,288**	**164**
Competitive	**3,104**	**74**	**4,253**	**61**
Private Placements	**794**	**12**	**1,774**	**20**
Total	**20,606**	**242**	**$26,314**	**245**
Fixed Rate	19,284	227	24,527	227

2015: Transportation Agency Type

2015: Bond Sales Method Used

Information obtained from The Bond Buyer "2015 In Statistics: Midyear Review" report, available at: www.bondbuyer.com.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Appendix D – Pros and Cons of Competitive and Negotiated Sales Method

Internal Audit has highlighted the pros and cons of the competitive and negotiated sales methods below.

COMPETITIVE

Pros

- Competition drives underwriters to offer lower interest rates.
- Historically, lower underwriter spreads have been realized compared to negotiated sales. However, this has been reducing significantly since the late 1980's (refer to Appendix F).
- Public "auction" of bonds avoids any appearance of favoritism in the choosing of the underwriter.

Cons

- Risk premium generally higher than in negotiated sales, especially when market is unfavorable and because they cannot "pre-sell" bonds.
- Limited ability to make changes after advertising bonds (timing and terms)
- Less control on the selection of underwriter which limits the issuer's ability to apply criteria other than price to underwriter selection (e.g., M/WBE underwriter usage, allocation of bonds to various underwriters, etc.).

NEGOTIATED

Pros

- Risk premiums tend to be lower as the underwriters participate in the preparation of the bond issuance, and have better knowledge of the structure of the bonds, the issuer, its credit rating, and the ability to pre-sell the bonds.
- Structuring the bond is more flexible. Issuer has the ability to change the structure of the bonds based on the market conditions and advice by the underwriter.
- Greater influence over the underwriter selection to include criteria other than price

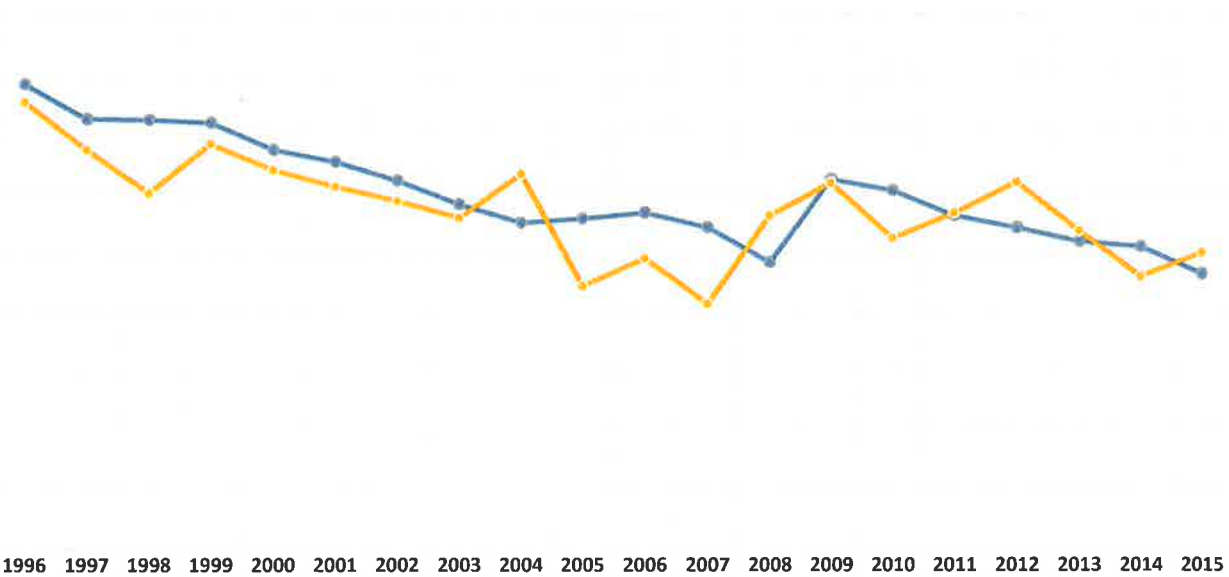
Cons

- Less competition in pricing might result in higher interest rate for the bonds or a higher underwriter spread.
- The selection process is competitive during selection of pool and allegations of impropriety sometimes arise in the final choice of underwriter from the pool.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix E – Underwriting Spreads: 1996-2015

Following is a graphic of the summary of the underwriting spreads by bond sales method for the period covering 1996 to 2015, for Municipal Entities in the United States:



	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Negotiated	7.83	7.24	7.23	7.18	6.72	6.52	6.20	5.80	5.49	5.56	5.66	5.41	4.82	6.22	6.03	5.61	5.40	5.17	5.08	4.62
Competitive	7.53	6.72	5.99	6.82	6.38	6.10	5.86	5.57	6.31	4.42	4.89	4.12	5.61	6.16	5.23	5.65	6.17	5.35	4.58	4.98

Information obtained from The Bond Buyer "2015 In Statistics: Midyear Review" report, available at: www.bondbuyer.com.
Note: Amounts represent dollars per $1,000 face value of bond issues. Underwriting spreads include managers' fees, underwriting fees, average takedowns, and expenses. Private placements, short-term notes maturing in under 13 months, and remarketings of variable-rate securities are excluded. Source: Thomson Reuters (July 1, 2014)

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix F – Bond Sales Method Benchmarking

Internal Audit has benchmarked CFX's preferred sales method with that of Orange County, City of Orlando, Seminole County, Osceola County and Lake County, Hillsborough Expressway Authority, Miami Dade Expressway Authority, Florida Turnpike Enterprise, North Texas Tolling Authority, Harris County Tolling Authority, and North Carolina Turnpike.

	CFX	Orange County, City of Orlando, Osceola County, Seminole County and Lake County	Other Tolling & Transportation Authorities
Preferred bond sales method	Negotiated	Competitive	Negotiated
Average credit rating (Moody's)*	A2	Aa	A2
Revenue Source: Taxes, Tolling revenue, etc.	Tolling revenue: +95% of revenue	Property Taxes and Other Taxes: 35% to 60% Charges for Services: 17% to 35% Grants and contributions: 10% to 25% State shared revenue: 5% to 10%	Tolling revenue: +95% of revenue
% LT Bond Debt / Assets	63%	Between 15% - 30%	Between 56% to 90%

* Moody's Credit Ratings contains two grades: investment and speculative grade. Within the investment grade scale, ratings are, in descending order, AAA, AA 1-3 , A 1 -3, BAA1 – 3. Speculative grade ratings range in descending order from BA1 – 3, B1 – 3, CAA 1-3, CA, and C.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix G – Benchmarking of Scoring Criteria – Financial Advisor

SCORING METRIC USED (Evaluated over a total of 100 points)	CFX	ORANGE COUNTY, CITY OF ORLANDO, OSCEOLA COUNTY, SEMINOLE COUNTY AND LAKE COUNTY***	HILLSBOROUGH EXPRESSWAY, MDX, HCTA, NTTA, NCTA, FL TURNPIKE***
Technical Aspects/Firm and Staff Expertise	60	65-80	80-90
References From Clients and Past Experiences	-	15	10
Fee/Compensation Evaluation	25	20	-
Conflict of Interest	-	*	-
Interview (if performed, otherwise excluded from evaluation)	15	-	-
Other**	-	-	20

*One County includes conflict of interest as part of the RFP process, but assigns no score to it.
** Identified by one tolling authority as "other services that may offer the Authority added value in financial planning, financial reporting, and areas of compliance.
*** Numbers represent ranges of scores used by the counties/agencies listed.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix H – Benchmarking of Scoring Criteria – Bond Counsel

SCORING METRIC USED (Evaluated over a total of 100 points)	CFX	ORANGE COUNTY, CITY OF ORLANDO, SEMINOLE COUNTY, AND LAKE COUNTY*	HILLSBOROUGH EXPRESSWAY, MDX, HCTA, NTTA, NCTA, FL TURNPIKE*
Experience of the Firm and Assigned Location	50	40-50	40-55
Approach to Assignment (including M/WBE)	25	30	35-55
Fee/Compensation Evaluation	-	10-20	10
Conflict of Interest	-	10	5
Interview (if performed, otherwise excluded from evaluation)	25	-	-
Other (References)	-	5	-

* Numbers represent ranges of scores used by the counties/agencies listed.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix I – Benchmarking of Scoring Criteria – Pool of Underwriters

SCORING METRIC USED (Evaluated over a total of 100 points)	CFX	ORANGE COUNTY, CITY OF ORLANDO, SEMINOLE COUNTY, AND LAKE COUNTY	HILLSBOROUGH EXPRESSWAY, MDX, HCTA, NTTA, NCTA, FL TURNPIKE*
Experience/Personnel/References	20	50	50
Distribution/Marketing/Pricing Capabilities	30	30	15-25
Understanding of Authority's Need/Value Added	30	-	-
Finance Plan	10	20	35
State and Regional Presence	5	-	-
Regulatory Compliance	5	-	-
Other (Use of M/WBE, Fees, and Co-Manager Utilization)	-	-	0-25

* Numbers represent ranges of scores used by the counties/agencies listed.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix J – Benchmarking Size of Pool of Underwriters

	CFX	Orange County, City of Orlando, Osceola County, Seminole County and Lake County	HILLSBOROUGH EXPRESSWAY, MDX, HCTA, NTTA, NCTA, FL TURNPIKE
Average size of pool of underwriters	11 Underwriters: 4 Senior and 7 Co-Managers.	Between 5 and 14 Underwriters. Composition of the pool varies between 1 to 5 Senior Underwriters.	5 to 10 Underwriters: More than 2 Senior Underwriters.
Sales Method Used Most Often	Negotiated	Competitive	Negotiated
Underwriters procured through RFP process for Negotiated Sales or through competitive bid for Competitive Sales	Yes	Yes	Yes
Pool of underwriters require a Minority and Women Business Enterprise (M/WBE)	Yes	Yes	Yes

Note: Some of the Counties and Agencies that were interviewed did not have a pool of underwriters procured. Since the bond sales method used is competitive, underwriters are procured through sealed bid proposals per each bond issue performed.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Appendix K – Benchmarking Issuer's Counsel: In-house vs. Outsourced

	CFX	Orange County, City of Orlando, Osceola County, Seminole County and Lake County	HILLSBOROUGH EXPRESSWAY, MDX, HCTA, NTTA, NCTA, FL TURNPIKE
Size of Legal Office: **Small < 3 Attorneys** **Medium 3 to 7 Attorneys** **Large 8 to 15 Attorneys** **Very Large > 15 Attorneys**	Small	Medium – Very Large	Small
Issuer's Counsel Outsourced?	No	No	Yes

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

Powerful Insights.
Proven Delivery.®

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee, and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

protiviti

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

protiviti
Risk & Business Consulting. Internal Audit.

DHSMV Data Security Assessment

Central Florida Expressway Authority

December 2015

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Table of Contents

protiviti
Risk & Business Consulting. Internal Audit.

Executive Summary 1

- Overview 1
- Scope and Approach 2
- Summary of Results 3

Appendix A – Controls Tested 4

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary

protiviti
Risk & Business Consulting
Internal Audit

Overview

During the period of December 7, 2015 to December 18, 2015, Internal Audit performed a Data Security Assessment of the Department of Highway Safety and Motor Vehicles (DHSMV) data within the Central Florida Expressway Authority (CFX) environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in *Section V – Safeguarding Information*, of the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU).

The summarized objectives of Section V are:

- Information exchanged will not be used for any purposes not specifically authorized by the MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purposes, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- Access to the information will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- All personnel with access to the information exchanged under the terms of the MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party (CFX).
- All access to the information must be monitored on an on-going basis by the Requesting Party (CFX). In addition, the Requesting Party (CFX) must complete an annual audit to ensure proper and authorized use and dissemination.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary

protiviti
Risk & Business Consulting. Internal Audit.

Scope & Approach

Internal Audit conducted an assessment of the process used for safeguarding DHSMV data in the CFX environment. In order to complete this review, the following procedures were performed:

- Reviewed policies and procedures related to the safeguarding of electronic and physical data transfers, data storage, and data access.
- Conducted interviews with key personnel to understand the *Drivers License or Motor Vehicle Record Data Exchange* process.
- CFX Management approved the scope of work and believed it to be sufficient to meet the requirements of the MOU. Conducted testing of controls related to the following areas:
    - Policies and Procedures
    - Application Access
    - Segregation of Duties
    - Change Control
    - Data Storage
    - Data Transfer
    - Network Firewall
    - Network Architecture
    - Active Directory
    - Physical Security
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the MOU.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Executive Summary

protiviti
Risk & Business Consulting.
Internal Audit.

Summary of Results

As a result of this review, Internal Audit identified zero (0) observations that should be addressed in order to enhance CFX's Drivers License or Motor Vehicle Data Exchange process.

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A – Controls Tested

protiviti
Risk & Business Consulting. Internal Audit.

	Control Objective	Control Description	Testing Results
1	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	**Policies and Procedures:** CFX implements company-wide policies and procedures that enforce the safeguarding of company data and other sensitive customer data whether or not it is currently being used or accessed.	**Control Effective**
2	All personnel with access to the information exchanged under the terms of the Drivers License or Motor Vehicle Record Data Exchange MOU will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the requesting party.	**Training:** CFX requires in the hiring process that all users sign an acknowledgement after reviewing either the employee or contractor security guidelines handbook which covers the safeguarding of data. These acknowledgments must be maintained for all current/active users.	**Control Effective**
3	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**TRIMS Access:** System access to the TRIMS applications for new users is appropriately administered through the submission of a New User Authorization Form. This form is completed by the new user's Manager and the proper approvals/signatures are obtained. Access to the applications is then administered by IT support.	**Control Effective**
4	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**TRIMS Access - Terminated Users:** System access to the TRIMS application and company network is appropriately revoked in a timely fashion for terminated users. Upon receipt of a termination notification (email, authorization form, phone call, etc.) from HR or a Manager responsible for the terminated user, the user's system account is disabled immediately.	**Control Effective**
5	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Database-level Access:** Database-level access is restricted to the appropriate individuals through the use of unique accounts.	**Control Effective**

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A – Controls Tested

protiviti
Risk & Business Consulting. Internal Audit.

	Control Objective	Control Description	Testing Results
6	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Server-level Access:** Server-level access is restricted to the appropriate individuals through the use of unique accounts.	**Control Effective**
7	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**FTP Gateway Access:** All individuals / user accounts with access to the FTP Gateway are authorized and appropriate.	**Control Effective**
8	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Host (HT250) Access:** All individuals / user accounts with access to the Host (HT250) are authorized and appropriate.	**Control Effective**
9	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Oracle DB Access:** All individuals / user accounts with access to the Oracle DB are authorized and appropriate.	**Control Effective**
10	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**DOCPRD1 Access:** All individuals / user accounts with access to the DOCPRD1 server are authorized and appropriate.	**Control Effective**
11	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Infoview Crystal Reports (RPTPRD4) Server Access:** All individuals / user accounts with access to the Infoview Crystal Reports (RPTPRD4) server are authorized and appropriate.	**Control Effective**
12	Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.	**DHSMV Data Access:** Management performs a periodic review of user access across each of the in-scope entities to ensure that the assigned access level is commensurate with his/her job function.	**Control Effective**

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A – Controls Tested

protiviti
Risk & Business Consulting
Internal Audit

	Control Objective	Control Description	Testing Results
13	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Change Control / Patch Management:** Dedicated Test environments exist for the testing of changes and patches, where practical. CFX appropriately documents and tests each change.	**Control Effective**
14	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Change Control / Patch Management:** All changes and patches are authorized, executed, and documented according to stated procedures.	**Control Effective**
15	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Data Encryption:** Driver's license number as it is obtained from the DHSMV is encrypted when stored in the Oracle database. Also test encryption methods at all other transmission points, including at network, application, and database layers (if applicable).	**Control Effective**
16	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Network - Firewall:** CFX has an operational firewall in place to restrict access to the internal network.	**Control Effective**
17	Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.	**Network - Active Directory:** All individuals with Active Directory credentials are current, active users and all rights granted through Active Directory are commensurate with their current job responsibilities.	**Control Effective**
18	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	**Physical Security - Data Center:** Access to the data center(s) is restricted to appropriate personnel and is provided through the use of a physical key, key card, biometric, or other form of physical security.	**Control Effective**

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

Appendix A – Controls Tested

protiviti
Risk & Business Consulting. Internal Audit.

	Control Objective	Control Description	Testing Results
19	Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.	**Physical Security - Work Areas:** Access to the work areas is restricted to appropriate personnel and is provided through the use of a physical key, key card, biometric, or other form of physical security.	**Control Effective**
20	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	**Logging & Monitoring:** Logging and auditing functions are enabled on all in-scope entities. In addition, all system logs are monitored for unauthorized access and irregular activity.	**Control Effective**
21	All access to the information must be monitored on an on-going basis by the Requesting Party. In addition the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.	**Vulnerability Scanning / Penetration Testing:** CFX performs periodic external vulnerability scans and penetration tests.	**Control Effective**

© 2016 Protiviti Inc. All Rights Reserved. This document has been prepared for use by CFX's management, audit committee and board of directors. This report provides information about the condition of risks and internal controls at one point in time. Future events and changes may significantly and adversely impact these risks and controls in ways that this report did not and cannot anticipate.

CONSENT AGENDA ITEM

#17

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: January 22, 2016

RE: Urban Economics Incorporated, Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Approval is sought from the Central Florida Expressway Authority Board for the attached Addendum to the Agreement for Appraisal Services by Urban Economics Incorporated ("Appraiser") to perform appraisal services and litigation support services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

BACKGROUND/DESCRIPTION

On August 14, 2014, the Appraiser entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of $100,000. The original agreement contemplated the appraisal and support services related to only to a limited railroad property acquisition. The Appraiser is now being requested to provide appraisal reports for at least two additional parcel acquisitions which are pending rescheduling for trial in the near future. As a result of these new assignments, it is requested the CFX Board approve the Addendum to the Agreement for Appraisal Services to allow the Appraiser to prepare appraisal reports for immediate use at trial, as well as provide litigation support services including testimony under oath as an expert witness on behalf of the Central Florida Expressway Authority.

The Appraiser is within the current budget of $100,000 for all appraisal reports for the previously assigned parcels, plus providing testimony for pre-order of taking and order of taking purposes. The requested Addendum of $150,000 will allow the Appraiser to prepare appraisal reports for the two trial parcels, as well as providing funding for rebuttal reports, deposition testimony, trial preparation and expert witness testimony at trial. Accordingly, this request for an Addendum to the Agreement is to allow the Appraiser to continue to support the CFX for trial preparation and as an expert witness post order of taking. Approval by the Board of the attached

Addendum with an upset amount of $150,000.00 is requested to allow the Appraiser to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

REQUESTED ACTION

It is respectfully requested that the Right-of-Way Committee recommend to the CFX Board approval of the Addendum to the Agreement for Appraisal Services with Urban Economics Incorporated, and authorize execution of the Addendum in the amount of $150,000.00 to allow continuation of services by Urban Economics Incorporated related to anticipated litigation costs for the Wekiva Parkway Project.

The Right-of-Way Committee recommended approval of the Addendum to the Agreement for Services with Urban Economics at this January 27, 2016, meeting.

ATTACHMENT

Addendum to Agreement for Appraisal Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 14467902 2

ADDENDUM TO AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECT NUMBERS 429-203, 429-204, 429-205, AND 429-206

THIS AGREEMENT is effective this _____ day of _____, 2016, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, and Urban Economics Incorporated ("Appraiser"), whose business address is 810 South Sterling Avenue, Tampa, Florida 33609.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated August 14, 2014; and

WHEREAS, pursuant to the terms set forth in the Agreement for Appraisal Services dated August 14, 2014, payments made to the Appraiser shall not exceed an upset limit of One Hundred Thousand Dollars ($100,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the One Hundred Thousand Dollar ($100,000.00) upset limit; and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 - Upset Limit is increased by One Hundred Fifty Thousand Dollars ($150,000.00)

All payments made pursuant to this Addendum to the Agreement for Appraisal Services dated August 14, 2014, shall not exceed a total of One Hundred Fifty Thousand Dollars ($150,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Fifty Thousand Dollar ($150,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Appraisal Services dated August 14, 2014.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

SHUTTS & BOWEN LLP

_____
Witness Signature

By:_____
David A. Shontz, Esquire
Legal Counsel to the Central Florida Expressway Authority

Terri L. Martin
Printed Name

_____
Witness Signature

Mary Ellen Farmer
Printed Name

URBAN ECONOMICS INCORPORATED

_____
Witness Signature

By:_____
Michael A. McElveen, MAI

_____
Printed Name

_____
Witness Signature

_____
Printed Name

CONSENT AGENDA ITEM

#18

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: January 22, 2016

RE: Donald W. McIntosh Associates, Inc., Second Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Approval is sought from the Central Florida Expressway Authority Board for the attached Second Agreement for Engineering Expert Witness Consulting Services by Donald W. McIntosh Associates, Inc., ("Engineering Expert Witness Consultant") to perform engineering consulting services and litigation support services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

BACKGROUND/DESCRIPTION

On October 10, 2013, the Engineering Expert Witness Consultant entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of $150,000. The limit was increased by an additional $100,000 under the terms of the Addendum to Agreement for Engineering Expert Witness Consulting Services dated September 11, 2014. The limit was increased by an additional $200,000 with the execution of the Second Addendum of Engineering Expert Witness Consulting Services on March 12, 2015. The attached Second Agreement will replace the original Agreement and its two Addenda to comply with the restriction prohibiting issuance of Addenda after two (2) years from the effective date of the original Agreement contained in paragraph 6.1 "Term of Agreement."

The engineering expert witness consultant is within the current budget of $450,000 for all engineering expert reports for the assigned parcels, plus post-order of taking expert witness litigation services. The engineering expert witness consultant has completed reports for all assigned parcels, worked closely with appraisers and other expert witnesses to analyze issues arising from the acquisition of various parcels through eminent domain, and provided testimony

for pre-order of taking and order of taking purposes. Additionally, the engineering expert witness has provided litigation support for a number of parcels. The remaining work to be provided by the engineering expert witness consultant includes expert witness and litigation support services, which includes rebuttal reports, deposition testimony, trial preparation and expert witness testimony at trial. Several of the parcels assigned to McIntosh Associates are set for trial in the next 90 days. Accordingly, this request for a second agreement is to allow the engineering expert witness consultant to continue to support the CFX for trial preparation and as an expert witness post order of taking. Approval of the attached Second Agreement with an upset amount of $150,000.00 is requested to allow McIntosh Associates to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

The Right-of-Way Committee recommended approval of the Second Agreement with McIntosh Associate at its January 27, 2016, meeting.

REQUESTED ACTION

It is respectfully requested that the CFX Board approve the terms of the Second Agreement for Engineering Expert Witness Consulting Services and authorize execution of the Second Agreement in the amount of $150,000.00 to allow continuation of services by McIntosh Associates related to anticipated litigation costs for the Wekiva Parkway Project.

ATTACHMENT

Second Agreement for Engineering Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 14467894 2

SECOND AGREEMENT FOR ENGINEERING EXPERT WITNESS CONSULTING SERVICES FOR WEKIVA PARKWAY PROJECTS 429-203, 429-204, 429-205 AND 429-206

THIS SECOND AGREEMENT is effective this ____ day of _____, 2016, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Donald W. McIntosh Associates, Inc. ("Engineering Expert Witness Consultant"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Engineering Expert Witness Consultant to provide engineering expert witness consulting services as described herein; and

WHEREAS, the Engineering Expert Witness Consultant is licensed, qualified, willing and able to perform the engineering expert witness consulting services required on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Engineering Expert Witness Consultant do hereby agree as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE ENGINEERING EXPERT WITNESS CONSULTANT

1.1 Engineering Expert Witness Consulting Services

The Engineering Expert Witness Consultant agrees to perform engineering expert witness consulting services for Wekiva Parkway Projects 429-203, 429-204, 426-205 and 429-206. It is understood and agreed that the performance of the engineering expert witness consulting services requires the expertise of an individual engineer and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Engineering Expert Witness Consultant of Record leaves the Engineering Expert Witness Consultant's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Engineering Expert Witness Consultant of Record so that the services shall be rendered without interruption or shall require the Engineering Expert Witness Consultant to appoint a different individual as the Engineering Expert Witness Consultant of Record. If the Agreement is assigned to another engineering firm, payment shall be made to the Engineering Expert Witness Consultant for all services rendered. Payment for engineering expert witness consulting services shall be made in accordance with the compensation schedule set forth in **Exhibit A.**

The Engineering Expert Witness Consultant of Record shall prepare and deliver a color copy of the engineering report(s) and the report(s) in electronic format to David A. Shontz, Esquire, at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Engineering Expert Witness Consultant shall commence work on the engineering report(s) immediately and shall perform the work in the most expeditious manner and shall complete the engineering report(s) within the specified timeframe, which the Engineering Expert Witness Consultant acknowledges is reasonable. Upon the request from the Client, the Engineering Expert Witness Consultant shall provide a progress report which shall advise as to the status of the services to be performed by the Engineering Expert Witness Consultant.

It is agreed and understood that all services rendered under this Agreement, and any Addenda hereto, are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Engineering Expert Witness Consultant shall consult with the Client regarding services to be performed by the Engineering Expert Witness Consultant at such time(s) as may be mutually convenient for the parties to this agreement. The Engineering Expert Witness Consultant shall initiate such consultations whenever the Engineering Expert Witness Consultant needs legal advice on any aspect of the engineering report to be furnished under this Agreement.

1.2 Litigation Support Services

If requested by the Client, the Engineering Expert Witness Consultant of Record shall personally testify under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any engineering expert witness consulting work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the engineering report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Sub-consultants

The Engineering Expert Witness Consultant shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as sub-consultants in connection with the Engineering Expert Witness Consultant's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Engineering Expert Witness Consultant agrees to terminate promptly the services of any sub-consultant and to replace promptly each such terminated sub-consultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the sub-consultants hereunder. The Central Florida Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Engineering Expert Witness Consultant agrees any such payments shall be treated as a direct payment to the Engineering Expert Witness Consultant's account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Engineering Expert Witness Consultant.

1.4 Engineering Expert Witness Consultant's Standards of Performance

The Engineering Expert Witness Consultant shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Engineering Expert Witness Consultant has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Engineering Expert Witness Consultant agrees that the Engineering Expert Witness Consultant will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Engineering Expert Witness Consultant's Obligation to Correct Errors or Omissions

The Engineering Expert Witness Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Engineering Expert Witness Consultant.

1.6 Non-Exclusive Rights

The rights granted to the Engineering Expert Witness Consultant hereunder are non-exclusive, and the Client reserves the right to enter into agreements with other engineering expert witness consultants to perform engineering expert witness consulting services, including without limitation, any of the services provided for herein.

1.7 Engineering Expert Witness Consultant's Compliance with Laws and Regulations

The Engineering Expert Witness Consultant and its employees and sub-consultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Engineering Expert Witness Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Engineering Expert Witness Consultant to render its services hereunder.

1.8 Engineering Expert Witness Consultant Is Not Client's Agent

The Engineering Expert Witness Consultant is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Engineering Expert Witness Consultant is not authorized to act as the agent of the Central Florida Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Central Florida Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Engineering Expert Witness Consultant, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Engineering Expert Witness Consultant will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Engineering Expert Witness Consultant shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2 - TIME

2.1 The date for commencement of the Engineering Expert Witness Consultant Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the engineering report(s) shall be included in an Addendum. By executing an Addendum, the Engineering Expert Witness Consultant acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Engineering Expert Witness Consultant determines that the services are not progressing sufficiently to meet the Due Date, the Engineering Expert Witness Consultant shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

ARTICLE 3 - PAYMENT

3.1 When Payment Is To Be Made By The Client

All payments made pursuant to this Agreement will be paid to the Engineering Expert Witness Consultant by the Client only after payment by the Central Florida Expressway Authority to the Client. Payment for services rendered by any sub-consultants shall be paid to the Engineering Expert Witness Consultant and the Engineering Expert Witness Consultant shall be fully responsible for making payment to any sub-consultant retained by the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Engineering Expert Witness Consultant's services on behalf of the Central Florida Expressway Authority and,

although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Consultation Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.3 Compensation For Engineering Expert Witness Consulting Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant shall be paid for satisfactorily performed engineering expert witness consulting services in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for engineering expert witness consulting services until after the receipt of the engineering report(s) by the Client. Once a final engineering report(s) has been provided to the Client, the Central Florida Expressway Authority shall pay all invoices for engineering expert witness consulting services within forty-five (45) days after receipt of the invoice.

The Engineering Expert Witness Consultant shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) the property has been materially altered since the initial engineering (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Engineering Expert Witness Consultant.

The Engineering Expert Witness Consultant shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) applicable principles of law require the modification on or supplementing of such engineering report, (2) material omissions, inaccuracies, or defects in the engineering report are discovered, or (3) the Engineering Expert Witness Consultant receives or becomes aware of relevant additional information in existence prior to the date the Engineering Expert Witness Consultant signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Engineering Expert Witness Consultant shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.5 Invoices

The Engineering Expert Witness Consultant shall submit detailed invoices to the Client for all services rendered. The Engineering Expert Witness Consultant represents and warrants that all billable hours and rates furnished by the Engineering Expert Witness Consultant to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment as provided herein.

The Client shall notify the Engineering Expert Witness Consultant in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Central Florida Expressway Authority shall promptly pay the Engineering Expert Witness Consultant the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.6 Right to Withhold Payment

The Client or the Central Florida Expressway Authority shall have the right to withhold payment on any invoice in the event that the Engineering Expert Witness Consultant is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Engineering Expert Witness Consultant.

3.7 Total Payments Not To Exceed

All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Engineering Expert Witness Consultant to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Two Hundred Thousand Dollars ($200,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

ARTICLE 4 - LIQUIDATED DAMAGES

4.1 Engineering Reports

If the Engineering Expert Witness Consultant fails to submit any engineering report by the Due Date, the Engineering Expert Witness Consultant will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the engineering report is delayed. If the Engineering Expert Witness Consultant submits the draft or final engineering report more than seven (7) calendar days after the Due Date, the Engineering Expert Witness Consultant will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the engineering report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client will notify the Engineering Expert Witness Consultant of any modifications, corrections or additional services that, in the sole discretion of the Client, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Client. Once the Engineering Expert Witness Consultant completes the requested modifications, corrections or additional services, the Engineering Expert Witness Consultant shall submit a revised engineering report to the Client.

The revised engineering report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final report submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Engineering Expert Witness Consultant shall maintain complete and accurate records relating to all services rendered by Engineering Expert Witness Consultant and any sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Engineering Expert Witness Consultant's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Engineering Expert Witness Consultant's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Engineering Expert Witness Consultant's records. Production of such records by the Engineering Expert Witness Consultant shall not constitute promulgation and shall retain in the Engineering Expert Witness Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Engineering Expert Witness Consultant has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Engineering Expert Witness Consultant to the Central Florida Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Engineering Expert Witness Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Engineering Expert Witness Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6 - TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, the Engineering Expert Witness Consultant will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to the Engineering Expert Witness Consultant. The Engineering Expert Witness Consultant shall be paid for the services satisfactorily performed by the Engineering Expert Witness Consultant if the engineering report(s) has been provided to the Client. If the engineering report(s) has not been provided to the Client, the Engineering Expert Witness Consultant shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Engineering Expert Witness Consultant shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Engineering Expert Witness Consultant or its sub-consultants in performing services under this Agreement, whether completed or in process. The Engineering Expert Witness Consultant shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7 - CONFIDENTIALITY

Unless otherwise required by law, the Engineering Expert Witness Consultant shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Engineering Expert Witness Consultant or received from the Client, concerning the services rendered by the Engineering Expert Witness Consultant or any sub-consultant pursuant to this Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Electronic mail, instant messaging, or facsimile shall NOT be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Engineering Expert Witness Consultant. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Engineering Expert Witness Consultant's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Engineering Expert Witness Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Engineering Expert Witness Consultant with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Engineering Expert Witness Consultant, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Central Florida Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the Central Florida Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Central Florida Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and written consent, the Engineering Expert Witness Consultant and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Engineering Expert Witness Consultant's judgment or prevent the Engineering Expert Witness Consultant from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Engineering Expert Witness Consultant shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Central Florida Expressway Authority for the projects collectively known as the State Road 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Central Florida Expressway Authority.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person, except for the Central Florida Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Central Florida Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the parties that the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the engineering report(s) prepared hereunder.

8.11 Engineering Expert Witness Consultant Contractual Authorization

The Engineering Expert Witness Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which the Engineering Expert Witness Consultant is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

SHUTTS & BOWEN LLP

_____
Witness Signature

By:_____
David A. Shontz, Esquire
Legal Counsel to the Central Florida Expressway Authority

_____
Printed Name

_____
Witness Signature

_____
Printed Name

DONALD W. McINTOSH ASSOCIATES, INC.

_____
Witness Signature

By:_____
Donald W. McIntosh

_____
Printed Name

_____
Witness Signature

_____
Printed Name

EXHIBIT A

Client's Representative

Shutts & Bowen LLP
David A. Shontz, Esquire
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Engineering Expert Witness Consultant's Representative

Donald W. McIntosh Associates, Inc.
Donald W. McIntosh
2200 Park Avenue North
Winter Park, Florida 32789

This **Exhibit A** includes the following which shall be attached hereto and made a part hereof:

Engineering Expert Witness Consultant's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Please see attached Hourly Rate Schedule, Effective June 1, 2007

CONSENT AGENDA ITEM

#19

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: January 22, 2016

RE: Ellen S. Hardgrove AICP Planning Consultant, Inc., Second Agreement for Land Planning Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206

Approval is sought from the Central Florida Expressway Authority Board for the attached Second Agreement for Land Planning Services by Ellen S. Hardgrove AICP Planning Consultant, Inc., ("Land Planning Expert Witness Consultant") to perform land planning services and litigation support services for the Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

BACKGROUND/DESCRIPTION

On July 26, 2013, the Land Planning Expert Witness Consultant entered into an Agreement to provide pre-litigation, litigation appraisal and expert witness services for the Wekiva Parkway Project with a limit of $100,000. The attached Second Agreement will replace the original Agreement to comply with the restriction prohibiting issuance of Addenda after two (2) years from the effective date of the original Agreement contained in paragraph 6.1 "Term of Agreement."

The land planning expert witness consultant is within the projected budget of $100,000 for all land planning reports for the assigned parcels, plus post-order of taking expert witness litigation services. The land planning expert witness consultant has completed reports for all assigned parcels and provided testimony for pre-order of taking and order of taking purposes. Additionally, the land planning expert witness has provided litigation support for a number of parcels. The remaining work to be provided by the land planning expert witness consultant includes expert witness and litigation support services, which includes rebuttal reports, depositions testimony, trial preparation and expert witness testimony at trial. Several of the parcels assigned to Ellen S. Hardgrove are set for trial in the next 90 days. Accordingly, this

request for a second agreement is to allow the land planning expert witness consultant to continue to support the CFX for trial preparation and as an expert witness post order of taking. Approval of the attached Second Agreement with an upset amount of $100,000.00 is requested to allow Ellen S. Hardgrove to continue to provide consultation and litigation services for completion of the Wekiva Parkway Project. All invoices submitted pursuant to the Second Agreement shall be reviewed for accuracy by Shutts & Bowen LLP.

The Right-of-Way Committee recommended approval of the Second Agreement with Ellen Hardgrove at its January 27, 2016, meeting.

REQUESTED ACTION

It is respectfully requested that the CFX Board approve the terms of the Second Agreement for Land Planning Expert Witness Consulting Services and authorize execution of the Second Agreement in the amount of $100,000.00 to allow continuation of services by Ellen S. Hardgrove related to anticipated litigation costs for the Wekiva Parkway Project.

ATTACHMENT

Second Agreement for Land Planning Expert Witness Consulting Services for Wekiva Parkway Project Numbers 429-203, 429-204, 429-205, and 429-206.

ORLDOCS 14467866 1

SECOND AGREEMENT FOR LAND PLANNING EXPERT WITNESS CONSULTING SERVICES FOR WEKIVA PARKWAY PROJECTS 429-203, 429-204, 429-205 AND 429-206

THIS SECOND AGREEMENT is effective this ____ day of _____, 2016, by and between Shutts & Bowen LLP ("Client"), whose business address is 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801 and Ellen S. Hardgrove AICP Planning Consultant, Inc. ("Land Planning Expert Witness Consultant"), whose business address is 315 Ivanhoe Boulevard NW, Orlando, Florida 32804.

WITNESSETH:

WHEREAS, the Client, in its capacity as Right-of-Way Counsel to the Central Florida Expressway Authority, desires to employ the Land Planning Expert Witness Consultant to provide land planning expert witness consulting services as described herein; and

WHEREAS, the Land Planning Expert Witness Consultant is licensed, qualified, willing and able to perform the land planning expert witness consulting services required on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Land Planning Expert Witness Consultant do hereby agree as follows:

ARTICLE 1 - SERVICES TO BE PROVIDED BY THE LAND PLANNING EXPERT WITNESS CONSULTANT

1.1 Land Planning Expert Witness Consulting Services

The Land Planning Expert Witness Consultant agrees to perform land planning expert witness consulting services for Wekiva Parkway Projects 429-203, 429-204, 426-205 and 429-206. It is understood and agreed that the performance of the land planning expert witness consulting services requires the expertise of an individual land planner and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Land Planning Expert Witness Consultant of Record leaves the Land Planning Expert Witness Consultant's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Land Planning Expert Witness Consultant of Record so that the services shall be rendered without interruption or shall require the Land Planning Expert Witness Consultant to appoint a different individual as the Land Planning Expert Witness Consultant of Record. If the Agreement is assigned to another land planning firm, payment shall be made to the Land Planning Expert Witness Consultant for all services rendered. Payment for land planning expert witness consulting services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

The Land Planning Expert Witness Consultant of Record shall prepare and deliver a color copy of the land planning report(s) and the report(s) in electronic format to David A. Shontz, Esquire, at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, within the timeframe set forth in the Addendum.

The Land Planning Expert Witness Consultant shall commence work on the land planning report(s) immediately and shall perform the work in the most expeditious manner and shall complete the land planning report(s) within the specified timeframe, which the Land Planning Expert Witness Consultant acknowledges is reasonable. Upon the request from the Client, the Land Planning Expert Witness Consultant shall provide a progress report which shall advise as to the status of the services to be performed by the Land Planning Expert Witness Consultant.

It is agreed and understood that all services rendered under this Agreement, and any Addenda hereto, are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Land Planning Expert Witness Consultant shall consult with the Client regarding services to be performed by the Land Planning Expert Witness Consultant at such time(s) as may be mutually convenient for the parties to this agreement. The Land Planning Expert Witness Consultant shall initiate such consultations whenever the Land Planning Expert Witness Consultant needs legal advice on any aspect of the land planning report to be furnished under this Agreement.

1.2 Litigation Support Services

If requested by the Client, the Land Planning Expert Witness Consultant of Record shall personally testify under oath as an expert witness on behalf of the Central Florida Expressway Authority in any judicial proceeding involving any land planning expert witness consulting work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the land planning report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Sub-consultants

The Land Planning Expert Witness Consultant shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as sub-consultants in connection with the Land Planning Expert Witness Consultant's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Land Planning Expert Witness Consultant agrees to terminate promptly the services of any sub-consultant and to replace promptly each such terminated sub-consultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the sub-consultants hereunder. The Central Florida Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the sub-consultants, to pay a specific amount directly to a sub-consultant. In such event, the Land Planning Expert Witness Consultant agrees any such payments shall be treated as a direct payment to the Land Planning Expert Witness Consultant's

account. Sub-consultant fees shall be invoiced at cost with no additional markup applied by the Land Planning Expert Witness Consultant.

1.4 Land Planning Expert Witness Consultant's Standards of Performance

The Land Planning Expert Witness Consultant shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Land Planning Expert Witness Consultant has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Land Planning Expert Witness Consultant agrees that the Land Planning Expert Witness Consultant will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Land Planning Expert Witness Consultant's Obligation to Correct Errors or Omissions

The Land Planning Expert Witness Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Land Planning Expert Witness Consultant.

1.6 Non-Exclusive Rights

The rights granted to the Land Planning Expert Witness Consultant hereunder are non-exclusive, and the Client reserves the right to enter into agreements with other land planning expert witness consultants to perform land planning expert witness consulting services, including without limitation, any of the services provided for herein.

1.7 Land Planner Expert Witness Consultant's Compliance with Laws and Regulations

The Land Planning Expert Witness Consultant and its employees and sub-consultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Land Planning Expert Witness Consultant shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Land Planning Expert Witness Consultant to render its services hereunder.

1.8 Land Planner Expert Witness Consultant is not Client's Agent

The Land Planning Expert Witness Consultant is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Land Planning Expert Witness Consultant is not authorized to act as the agent of the Central Florida Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Central Florida Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Land Planning Expert Witness Consultant, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Land Planning Expert Witness Consultant will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Land Planning Expert Witness Consultant shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2 - TIME

2.1 The date for commencement of the Land Planning Expert Witness Consultant Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the land planning report(s) shall be included in an Addendum. By executing an Addendum, the Land Planning Expert Witness Consultant acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Land Planning Expert Witness Consultant determines that the services are not progressing sufficiently to meet the Due Date, the Land Planning Expert Witness Consultant shall immediately notify the Client's Representative in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by the Client's Representative. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

ARTICLE 3 - PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Land Planning Expert Witness Consultant by the Client only after payment by the Central Florida Expressway Authority to the Client. Payment for services rendered by any sub-consultants shall be paid to the Land Planning Expert Witness Consultant and the Land Planning Expert Witness Consultant

shall be fully responsible for making payment to any sub-consultant retained by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant acknowledges and understands that the Client shall not be responsible for making any payment for any services rendered hereunder unless reimbursed by the Central Florida Expressway Authority.

It is expressly agreed and understood that the Client is obtaining Land Planning Expert Witness Consultant's services on behalf of the Central Florida Expressway Authority and, although the Client will direct the services hereunder, including making payment for the services, it shall assume no liability or responsibility for any payment due hereunder.

3.2 Compensation for Consultation Services

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice; provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.3 Compensation For Land Planning Expert Witness Consulting Services

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for satisfactorily performed land planning expert witness consulting services in accordance with the compensation schedule set forth on **Exhibit A**. No payment shall be made for land planning expert witness consulting services until after the receipt of the land planning report(s) by the Client. Once a final land planning report(s) has been provided to the Client, the Central Florida Expressway Authority shall pay all invoices for land planning expert witness consulting services within forty-five (45) days after receipt of the invoice.

The Land Planning Expert Witness Consultant shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any land planning report furnished under this agreement if (1) the property has been materially altered since the initial land planning (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Land Planning Expert Witness Consultant.

The Land Planning Expert Witness Consultant shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any land planning report furnished under this agreement if (1) applicable principles of law require the modification on or supplementing of such land planning report, (2) material omissions, inaccuracies, or defects in the land planning report are discovered, or (3) the Land Planning Expert Witness Consultant receives or becomes aware of relevant additional information in existence prior to the date the Land Planning Expert Witness Consultant signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Land Planning Expert Witness Consultant shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month. It is expressly agreed and understood that although the Client will direct the services hereunder, it shall assume no liability or responsibility for any payment due hereunder.

3.5 Invoices

The Land Planning Expert Witness Consultant shall submit detailed invoices to the Client for all services rendered. The Land Planning Expert Witness Consultant represents and warrants that all billable hours and rates furnished by the Land Planning Expert Witness Consultant to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum. The Client shall forward such invoices to the Central Florida Expressway Authority for payment as provided herein.

The Client shall notify the Land Planning Expert Witness Consultant in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Central Florida Expressway Authority shall promptly pay the Land Planning Expert Witness Consultant the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.6 Right to Withhold Payment

The Client or the Central Florida Expressway Authority shall have the right to withhold payment on any invoice in the event that the Land Planning Expert Witness Consultant is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Land Planning Expert Witness Consultant.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of One Hundred Thousand Dollars ($100,000.00), without an Addendum to this Agreement that shall be approved by the Central Florida Expressway Authority. It shall be the responsibility of the Land Planning Expert Witness Consultant to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Thousand Dollars ($100,000.00) upset limit so that Client may timely present the necessary Addendum to the Central Florida Expressway Authority.

ARTICLE 4 - LIQUIDATED DAMAGES

4.1 Land Planning Reports

If the Land Planning Expert Witness Consultant fails to submit any land planning report by the Due Date the Land Planning Expert Witness Consultant will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the land planning report is delayed. If the Land Planning Expert Witness Consultant submits the draft or final land planning report more than seven (7) calendar days after the Due Date the Land Planning Expert Witness Consultant will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the land planning report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client will notify the Land Planning Expert Witness Consultant of any modifications, corrections or additional services that, in the sole discretion of the Client, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Client. Once the Land Planning Expert Witness Consultant completes the requested modifications, corrections or additional services, the Land Planning Expert Witness Consultant shall submit a revised land planning report to the Client.

The revised land planning report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final report submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Land Planning Expert Witness Consultant shall maintain complete and accurate records relating to all services rendered by Land Planning Expert Witness Consultant and any sub-consultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Land Planning Expert Witness Consultant's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Land Planning Expert Witness Consultant's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Land Planning Expert Witness Consultant's records. Production of such records by the Land Planning Expert Witness Consultant shall not constitute promulgation and shall retain in the Land Planning Expert Witness Consultant all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Land Planning Expert Witness

Consultant has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Land Planning Expert Witness Consultant to the Central Florida Expressway Authority with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Land Planning Expert Witness Consultant of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Land Planning Expert Witness Consultant's statement for that month, the entire reasonable expense of the audit shall be borne by the Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6 - TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Land Planning Expert Witness Consultant will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Land Planning Expert Witness Consultant. The Land Planning Expert Witness Consultant shall be paid for the services satisfactorily performed by the Land Planning Expert Witness Consultant if the land planning report(s) has been provided to the Client. If the land planning report(s) has not been provided to the Client, the Land Planning Expert Witness Consultant shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Land Planning Expert Witness Consultant shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Land Planning Expert Witness Consultant or its sub-consultants in performing services under this Agreement, whether completed or in process. The Land Planning Expert Witness Consultant shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7 - CONFIDENTIALITY

Unless otherwise required by law, the Land Planning Expert Witness Consultant shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Land Planning Expert Witness Consultant or received from the Client, concerning the services rendered by the Land Planning Expert Witness Consultant or any sub-consultant pursuant to this Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A**. Electronic mail, instant messaging, or facsimile shall NOT be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Land Planning Expert Witness Consultant. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Land Planning Expert Witness Consultant's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Land Planning Expert Witness Consultant shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Land Planning Expert Witness Consultant with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Land Planning Expert Witness Consultant, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client or the Central Florida Expressway Authority, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or the

Central Florida Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client or the or the Central Florida Expressway Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and written consent, the Land Planning Expert Witness Consultant and Sub-consultants shall not undertake services when it would reasonably appear that such services could compromise the Land Planning Expert Witness Consultant's judgment or prevent the Land Planning Expert Witness Consultant from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Land Planning Expert Witness Consultant shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Central Florida Expressway Authority for the projects collectively known as the State Road 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Central Florida Expressway Authority.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person, except for the Central Florida Expressway Authority, shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party, other than the Central Florida Expressway Authority, is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Central Florida Expressway Authority and the Central Florida Expressway Authority is entitled to rely upon the land planning report(s) prepared hereunder.

8.11 Land Planning Expert Witness Consultant Contractual Authorization

Land Planning Expert Witness Consultant represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Land Planning Expert Witness Consultant is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

SHUTTS & BOWEN LLP

_____
Witness Signature

By:_____
David A. Shontz, Esquire
Legal Counsel to the Central Florida Expressway Authority

_____
Printed Name

_____
Witness Signature

_____
Printed Name

ELLEN S. HARDGROVE AICP PLANNING CONSULTANT, INC.

_____
Witness Signature

By:_____
Ellen S. Hardgrove

_____
Printed Name

_____
Witness Signature

_____
Printed Name

EXHIBIT A

Client's Representative

Shutts & Bowen LLP
David A. Shontz, Esquire
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801

Land Planning Expert Witness Consultant's Representative

Ellen S. Hardgrove AICP
Planning Consultant, Inc.
Ellen S. Hardgrove
315 Ivanhoe Boulevard NW
Orlando, Florida 32804

This **Exhibit A** includes the following which shall be attached hereto and made a part hereof:

Land Planning Expert Witness Consultant's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

Principal Planner	**$185 per Hour**

CONSENT AGENDA ITEM

#20

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcels 112 (Parts A & B)/712**
Approval of Offer of Judgment

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval to serve an Offer of Judgment to Cynthia J. Henderson and Robert S. Henderson ("the Hendersons" or "Owners") for Parcels 112 and 712. CFX filed its eminent domain action on December 4, 2013. The Court entered an Order of Taking on February 12, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a triangular flag lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 14.076 acres of land area. CFX is acquiring approximately 7.5 acres, leaving a 6.4 acre remainder. The property is improved with a single family residence which will not be located within the taking area, but which will be approximately 87 feet from the limited access right of way line after the taking.

CFX retained the services of Mr. David Hall, ASA with Bullard, Hall & Adams Inc., to appraise the property. The subject property is improved with a 1,703 square foot two, (2) story single-family residence that was built in 1967, as well as other associated residential improvements. The property is zoned A-1 Citrus Rural (agricultural) by Orange County. Mr. Hall concludes that the highest and best use, as improved, is continued single-family residential use, as the property does not currently have developable access.

The comparable land sales reflect a range of value of $18,029.00 to $30,021.00 per acre of land area. Mr. Hall concluded to a fee simple market value estimate of **$27,000.00 per acre**, or $380,100.00 for the total parent tract land value. The contributory value of the building improvements was estimated to be $166,900.00. This resulted in an estimated market value for the parent tract of $547,000.00. The value of the land taken was estimated to be $206,500.00, and the contributory value of the improvements in the taking were estimated to be $12,300.00. All site improvements in the temporary construction easement will be replaced during construction at no cost to the property owners.

The rear of the residence on the subject property is 87.5 feet from the new limited access line. The view from the residence will be a large retention pond and elevated roadway. A bridge will be constructed over the pond adjacent to the property. The subject taking does not directly impact any of the building improvements, however, due to functional obsolescence, Mr. Hall opined that there was a fifty percent (50%) reduction in value to the remainder improvements. These valuation conclusions are summarized as follows:

Value of Part Taken	$ 218,800
Damages, Incurable	$ 175,400
Cost to Cure	$ 1,000
Total Compensation for Parcel 112	$ 395,200
Value for Parcel 712	$ 300
Total Compensation Parcels 112 and 712	**$ 395,500**

The owners have retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject property is for a residential subdivision. He considers 6 sales that are approved for residential subdivisions. These sales range in value from $72,000 - $157,000 per acre. He further considers the landowners' contention that sometime in 2006, they were offered $60,000 per acre plus a new home valued at $300,000.00 for a proposed subdivision. Mr. Dreggors concludes on a "before" value of **$70,000 per acre.** Mr. Dreggors further notes that if the property had developable access (i.e. 50 foot-wide access), the property would be worth $100,000 per acre. In addition, Mr. Dreggors determined that the remainder property is no longer suitable for a residential subdivision due to its reduced size and proximity to the expressway. He therefore concludes that, in the "after condition" the property is worth $30,000.00 per acre, minus another 50% for severance damages due to proximity to the expressway. Mr. Dreggors valuation conclusions are summarized as follows:

Value of Part Taken	$ 547,800
Damages, Incurable	$ 452,500
Cost to Cure	$ 1,000
Total Compensation Parcel 112	$ 989,000
Value for Parcel 712	$ 500
Total Compensation Parcels 112 and 712	**$1,001,800**

OFFER OF JUDGMENT:

Mediation was conducted on January 6, 2016 without a successful resolution. This case is scheduled to go to trial during the October 16, 2016 trial docket. It is requested that this Board authorize service of an Offer of Judgment. 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 **$650,000.00.** CFX has already deposited $385,700.00 as its good faith estimate of value. Therefore, if the offer of judgment is accepted, CFX will have to pay an additional $264,300.00 to resolve this case.

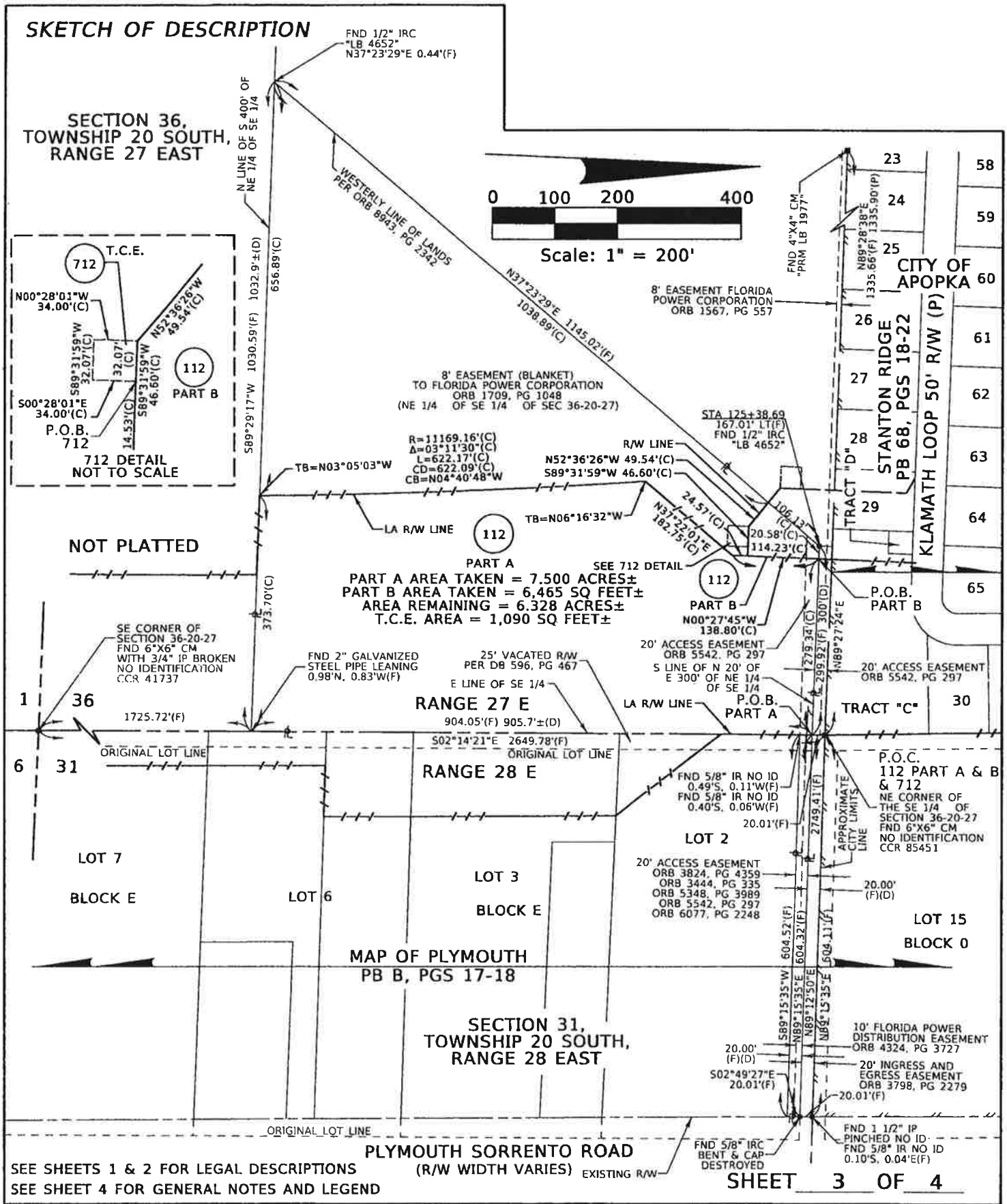
RECOMMENDATION:

The proposed Offer of Judgment was recommended for Board approval by the Right of Way Committee at the January 27, 2016 meeting. We respectfully request the Board's approval for service of an Offer of Judgment in the amount of $650,000.00 to fully resolve the landowners' interest in this case.

ATTACHMENTS:

Sketch of Subject Property

SKETCH OF DESCRIPTION



SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY DATE: FEBRUARY 14, 2013 PROJECT NO.: H20-01 DRAWN: PMM CHECKED: JMS	STATE ROAD 429 OOCEA PROJECT NO. 429-202 PARCEL NO.'S 112 & 712	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 Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcels 113 (Parts A & B)/713**
Approval of Offer of Judgment

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval to serve an Offer of Judgment to Bruce Hatcher ("Owner") for Parcel 113 Part A & B. CFX filed its eminent domain action on December 4, 2013. The Court entered an Order of Taking on February 10, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a triangular flag lot located on Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 14.462 acres of land area. The Parcel 113 acquisition is a taking of approximately .282 acres of land and the Parcel 713 taking is approximately .025 acres. Parcel 713 is a temporary construction easement that will allow a connection between a proposed new cul-de-sac and the remainder driveway.

CFX retained the services of Mr. David Hall, ASA with Bullard, Hall & Adams Inc., to appraise the property. The subject property is improved with a 1,680 square foot single family residence that was built in 1991, along with other associated improvements. The subject property is zoned A-1 Citrus Rural District (agricultural) by Orange County. Mr. Hall concludes that the highest and best use, as improved, is for continued single family residential development.

To determine value, Mr. Hall considered four comparable land sales that ranged in value from $18,029.00 to $30,021.00 per acre. Mr. Hall concluded a fee simple market value estimate of **$27,000.00 per acre**, or $390,500.00 for the total parent tract land value. The residence and related site improvements total $213,100, for a total parent tract value in the "before condition" of $603,600.00. The value of the land taken was estimated to be **$7,700.00** and the contributory value of the improvements in the taking were estimated to be **$4,700.00**. All site improvements in the temporary construction easement will be replaced during construction at no cost to the property owners.

The remainder residence is 220 feet from the new limited access right of way line and 440 feet to the main line of the Wekiva Parkway. Mr. Hall opines that the market would recognize a 10% reduction in value to the remainder improvements due to functional obsolescence, for a total severance damage estimate of **$66,700.00**. These valuation conclusions are summarized as follows:

Value of Part Taken	$ 12,400
Damages, Incurable	$ 66,700
Cost to Cure	$ 2,100
Total Compensation Parcel 113	$ 81,200
Value for Parcel 713	$ 300
Total Compensation Parcels 113 and 713	**$ 81,500**

The owners have retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject property is for a residential subdivision. He considers six comparable sales that are already approved for residential subdivisions. These sales range in value from $72,000 - $157,000 per acre. He also considered the landowners' assertion that in 2006, they were offered $1,000,000 for the property, or $62,000 per acre. Mr. Dreggors concludes on a "before" value of **$70,000.00 per acre**. This yields a total of **$24,300.00** for the value of the land and improvements taken. Mr. Dreggors further notes that if the property had developable access (i.e. 50 foot-wide access), the property would be worth $100,000 per acre.

Because CFX is acquiring such a small amount of property in this case, the difference between the parties regarding the value of the land and improvements is not significant. Rather, the most substantial issue in this case is the severance damages. Despite the fact that CFX is only acquiring about a quarter of an acre, the landowner is claiming severance damages in the amount of **$756,200.00.** These severance damages are the result of Mr. Dreggor's opinion that the property is no longer suitable for a residential subdivision in the "after" condition, thus dropping the value of the property from $70,000 per acre to $30,000 per acre, minus another 30% in damages for proximity to the expressway. Mr. Dreggors' valuation conclusions are summarized as follows:

Value of Part Taken	$ 24,300
Damages, Incurable	$ 756,200
Cost to Cure	$ 2,100
Total Compensation for Parcel 113	$ 782,600
Value for Parcel 713	$ 500
Total Compensation Parcels 113 and 713	**$ 783,100**

OFFER OF JUDGMENT

Mediation was conducted on January 8, 2016 without a successful resolution. This case is scheduled to go to trial during the April 25, 2016 trial docket. It is requested that this Board approve service of an Offer of Judgment. 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 the Board's approval to serve an Offer of Judgment in the amount of **$200,000.00.** CFX has already deposited $75,300.00 as its good faith estimate of value. Therefore, if the Offer of Judgment is accepted, CFX will have to pay an additional $124,700.00 to resolve this case.

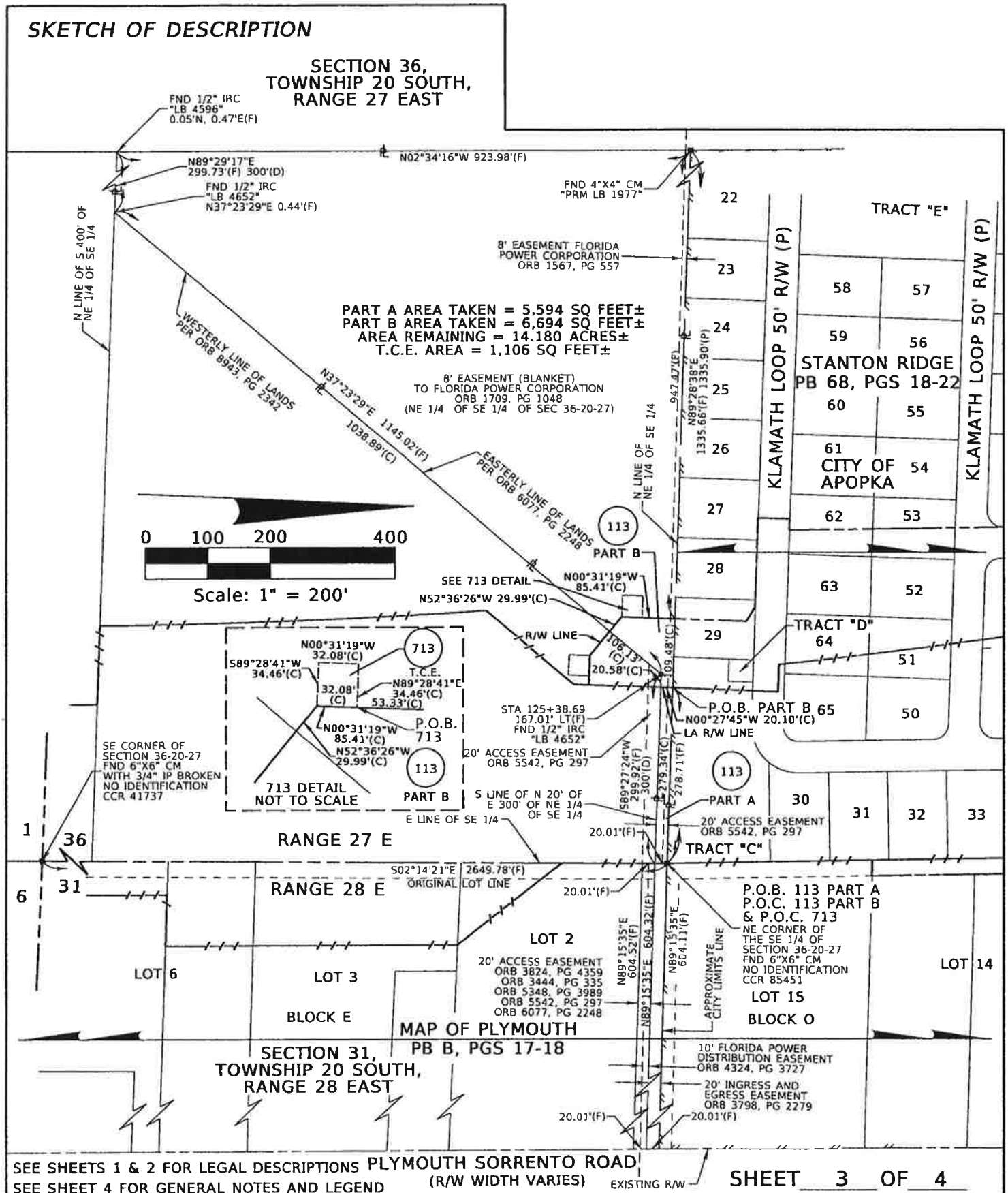
RECOMMENDATION:

The proposed Offer of Judgment was recommended for Board approval by the Right of Way Committee at the January 27, 2016 meeting. We respectfully request the Board's approval for service of an Offer of Judgment in the amount of $200,000.00 to fully resolve the landowners' interest in this case.

ATTACHMENTS:

Sketch of Subject Property

SKETCH OF DESCRIPTION



SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

SHEET 3 OF 4

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429

OOCEA PROJECT NO. 429-202

PARCEL NO.'S 113 & 713

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.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-204: Parcels 275 & 279**
Approval of Settlement with Holder & Strite

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Holder & Strite Corporation regarding the claimed business damages related to the taking of Parcels 275 and 279 for the Wekiva Parkway Project 429-202.

DESCRIPTION and BACKGROUND:

This case involves the taking of approximately 28 acres of property used in the hay farming and cattle raising business conducted by Holder & Strite. Specifically, CFX has acquired 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving in a bisected northern remainder of 7.691 acres and southern remainder of 27.230 acres. This parcel is owned by Thomas J. Holder, Sr. as a trustee. Additionally, CFX acquired 10.311 acres from Parcel 279, which originally contained 14.14 acres, leaving a 3.829 acre remainder. This property is owned by Adelpha Howell. The real estate value for both Parcels have been appraised by CFX's appraiser at for $1,508,100.00.

Holder & Strite is a tenant on both properties, and conducts its farming activities on both properties. This corporation retained the legal counsel of Maguire Lassman, P.A., who retained Thomas Durkee, CPA, from the firm of Averett Warmus Durkee, P.A., to analyze its business damage claims. Holder & Strite asserted business damage claims in the amount of **$553,796.00** (apportioned as $390,914.00 for Parcel 275 and $162,881.00 for Parcel 279).

Mr. Durkee determined that the taking will negatively impact the business in several ways, including (1) the loss of the ability to move tractors, trailers, and other farm equipment from the storage area to the southern hay fields via internal roads; (2) the loss of the ability to move the hay bales and rolls from the fields to the covered hay storage barn using internal roads; (3) loss of the ability to move cattle to different grazing fields through internal roads; (4) increased time and costs to travel using public roads; (5) lost security; (6) loss of easy access and circulation for customers; (7) overall loss of efficiency and maneuverability caused by the bisection of the properties. Holder

& Strite further claimed a right to relocation expenses under the Uniform Relocation Act, and may have further claims as tenants to the real estate portion of this case.

CFX retained the services of Les Eiserman, CPA from Clifton Larson Allen LLP, who estimated that business damages in this case were $55,627.00 for Parcel 275 and $23,178.00 for Parcel 279, supporting a total business damage counter-offer of **$78,805.00**, which this Board previously approved.

On November 11, 2015, Holder & Strite served an Offer of Judgment to CFX in the amount of $99,999.99 (the maximum allowed pursuant to Florida Statute §73.032(3)). This Offer was not all inclusive, and expressly excluded all moving and relocation related damages. While there is some question as to whether an offer containing such an exception complies with the Offer of Judgment statute, opposing counsel has filed a Notice of Withdrawal of the Offer of Judgment and has offered to resolve the total interests of Holder & Strite, including relocation claims, in the amount of **$125,000.00.** If this settlement proposal is not approved, opposing counsel will refile its Offer of Judgment.

Considering the complexity of the claims presented and the high costs of expert fees to further litigate the claims involved, the undersigned counsel recommends approving settlement in this amount.

EXPERT and ATTORNEY FEES:

The owners have retained the legal services of Harold Lassman, Esquire, of the firm Maguire Lassman, P.A. Attorneys fees based on a betterment between CFX's business damage counter-offer and the proposed settlement offer would total **$15,245.00** ($125,000.00 – $78,805.00 = $46,195.00 x 33% = $15,245.00).

The owners have also retained the services of Tom Durkee, CPA, from the accounting firm of Averett, Warmus and Durkee to prepare the business damage reports. Mr. Durkee submitted invoices in the amount of $30,283.50, but is willing to accept **$27,255.00** (for both 275 & 279).

The other expert fees incurred by the business owner in the instant case are intertwined with the real estate claims that remain pending. Cawthra Consulting & Appraisals, so far, has a total invoice amount of $13,800.00 for 275 and 279. He has apportioned half of this invoice ($6,900.00) to the business damage claims. After negotiations, he has agreed to accept **$6,210.00** for his services in this part of the case. Ed Williams has apportioned $2,800.00 of his time to the business damage portion of this case. After negotiations, he has agreed to accept **$2,520.00**.

Summary of Settlement Proposal:	
Holder and Strite	$125,000.00
Maguire Lassman, P.A.	15,245.00
Averett, Warmus & Durkee	27,255.00
Cawthra Consulting & Appraisals	6,210.00
Ed Williams	2,520.00
Total	**$176,230.00**

RECOMMENDATION:

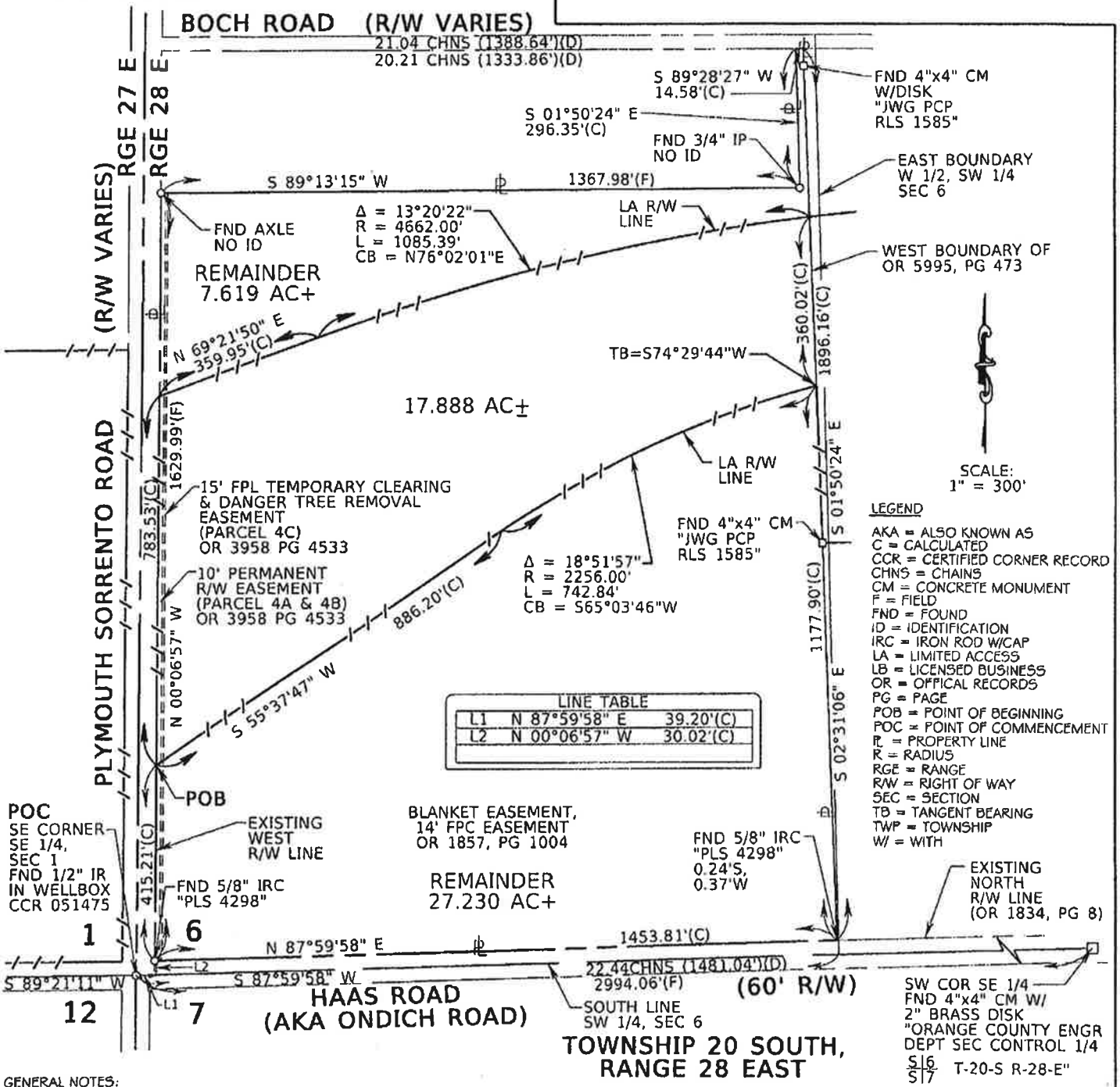
The proposed settlement was recommended for Board approval by the Right of Way Committee at the January 27, 2016 meeting. We respectfully request the Board's approval of a settlement with Holder & Strite on Parcels 275 and 279 in the total amount of **$176,230.00.**

ATTACHMENTS:

Sketch of Parcels 275 & 279

SKETCH OF DESCRIPTION

PARCEL: 275
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

AKA = ALSO KNOWN AS
C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CHNS = CHAINS
CM = CONCRETE MONUMENT
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IRC = IRON ROD W/CAP
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PL = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP
W/ = WITH

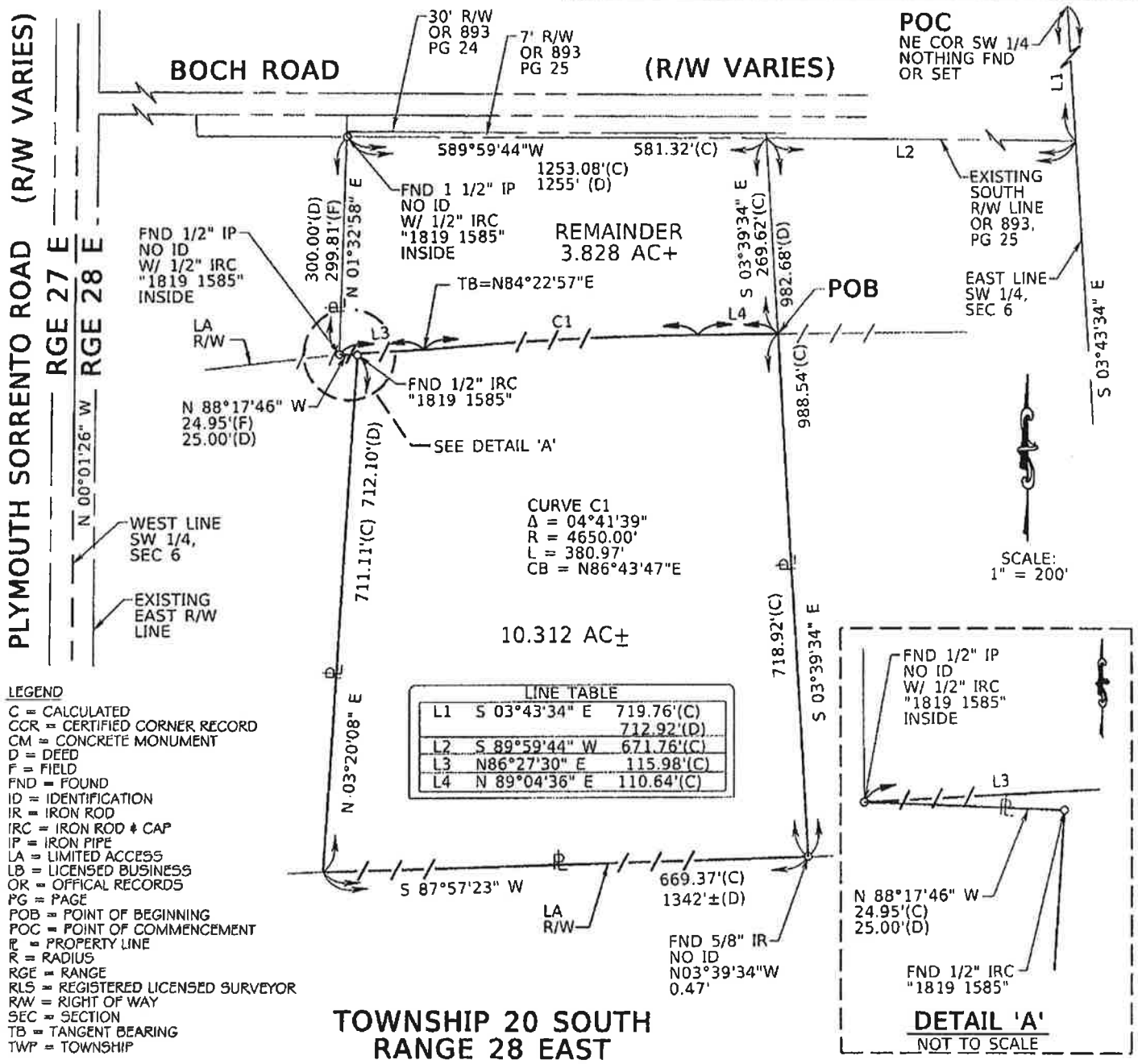
GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 29, 2012, FILE NO. 2037-2864232 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: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

SKETCH OF DESCRIPTION

PARCEL 279
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



LINE TABLE			
L1	S 03°43'34" E	719.76'(C)	712.92'(D)
L2	S 89°59'44" W	671.76'(C)	
L3	N86°27'30" E	115.98'(C)	
L4	N 89°04'36" E	110.64'(C)	

LEGEND
C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
D = DEED
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
IRC = IRON ROD & CAP
IP = IRON PIPE
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
RLS = REGISTERED LICENSED SURVEYOR
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP

GENERAL NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORIDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 00°01'26" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED OCTOBER 18, 2012, FILE NO. 2037-2840301 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: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

CONSENT AGENDA ITEM

#23

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 126 Part A, B & C-Approval of Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with Amco Property Group II, LLC, for Parcel 126, Part A, B & C (the "Taking" or "Property"), which was acquired for construction of the S.R. 429 Wekiva Parkway, Project 429-204. An Order of Taking was entered on July 10, 2015.

DESCRIPTION and BACKGROUND:

Parcel 126 involves a partial taking of 9.586 acres from a 14 acre property, leaving a 4.8 acre remainder. The property is comprised of two contiguous tax parcels, each improved with a single family residence. Both tax parcels are owned and managed by Amco Property Group II, LLC ("Amco" or "Owner"). CFX is basically acquiring the western tax parcel in its entirety, and leaving most of the eastern tax parcel. Amco purportedly purchased the property with an intention of developing it as a residential subdivision. Amco submitted to the City of Apopka a request to develop the property as a 35 unit subdivision called Blackstone Reserve.

CFX's appraisal of the property was prepared by Walter Carpenter of Pinel & Carpenter. Mr. Carpenter estimated that the value of the taking and damages totaled **$696,175.00** on November 1, 2013. This amount was deposited in the Court Registry on July 10, 2014 as CFX's good faith deposit.

Mr. Carpenter's appraisal report is based on a value of **$50,000 per acre** and **30% severance damages** to the 4.795 acre remainder. The report finds that the highest and best use of the property is for low-density residential development, and considers development of the property to be near term, with the existing residences utilized as rentals until final plans are approved. To determine land value, Mr. Carpenter relies on three comparable sales, one of which has an adjusted per acre value of $79,000.00. He concludes that the value of the parent tract is $972,000, and the value of the part taken is $624,300.

Mr. Carpenter's severance damage analysis considers an Impact Adjacent Study that indicates that a limited access expressway can impact the value of residential sites located in close proximity from 0%-58.7%. In the instant case, the remainder will be located adjacent to the Wekiva Parkway and suffer a reduction in size of 66%. Mr. Carpenter concluded that severance damages to the remainder were 30%.

Amco has retained the appraisal services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer. Since a trial order has not yet been entered in this case, appraisal reports are not yet due from the landowners. However, Amco has submitted a compensation claim of **$1,289,450.00** for this property, in addition to expert fees and costs. Mr. Dreggors considered five comparable sales ranging in value from $75,308 per acre to $157,712 per acre, and reconciled on a value of **$85,000 per acre**. One of the comparable sales considered by Mr. Dreggors, which had a value of $79,000 per acre, was also considered by Mr. Carpenter. In addition, Mr. Dreggors determined that the 4.705 acre remainder suffered **60% severance damages** based on a change in highest and best use from a residential subdivision to one single family home site.

The landowners have indicated a willingness to resolve this case for **$1,000,000.00**, exclusive of attorney's fees. This value is based on a land value of $75,000 per acre, and severance damages in the amount of 50%. Landowner's counsel, Kent Hipp and Nicholas Dancaescu, from Gray Robinson, P.A, would thereby be entitled to attorney's fees in the amount of $100,262.00 based on statutory betterment.

The landowners retained the appraisal services of Rick Dreggors from Calhoun, Dreggors & Associates, Inc. Mr. Dreggors submitted a claim for $17,674.00, but is willing to accept $15,300.00. The firm of Tipton Associates Incorporated submitted a claim in the amount of $787.50, but is willing to accept $700.00. Finally, Rahenkamp Design Group, Inc., requested $8,388.90 for engineering services, and is willing to accept $7,500.00. Thus, expert fees can be resolved for $23,500.00 (reduced from $26,850.40).

Counsel has reviewed the amounts sought by the owners' experts and paid to CFX's experts and believes them to be reasonable.

A summary of the proposed settlement is as follows:

Compensation to Owner	$ 1,000,000.00
Attorneys fees (statutory based on betterment)	100,262.00
Expert Fees	23,500.00
Total Compensation	**$ 1,123,762.00**

In addition to the above settlement proposal, there were two displaced tenants who were entitled to make a relocation claim under the Uniform Relocation Act. A moving claim of $2,650.00 and a rental assistance claim of $26,355.00 were paid to Makram Nasr and Dina Zaki. The relocation component of this case is considered resolved.

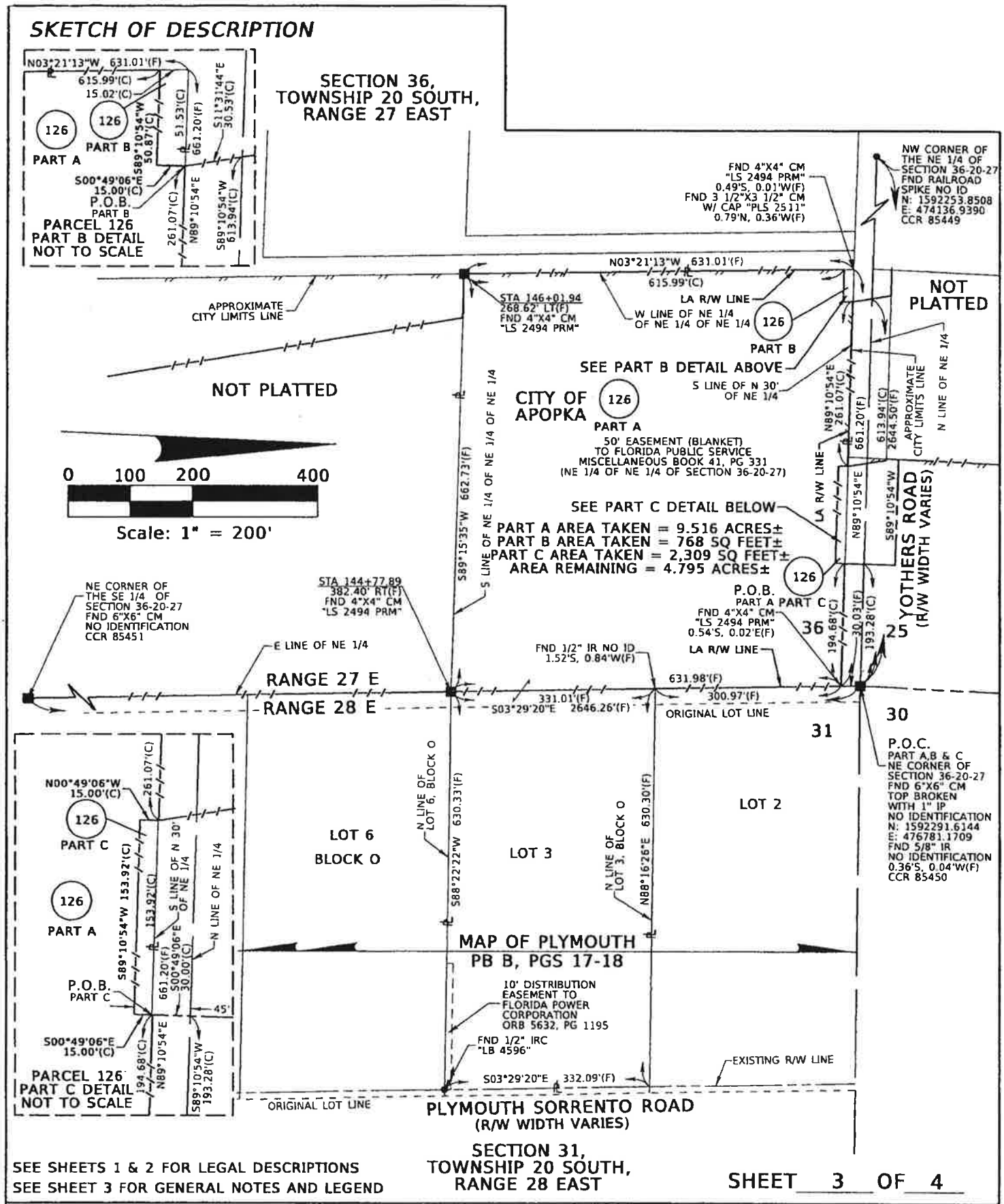
RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the January 27, 2016 meeting. We respectfully request the Board's approval in the amount of **$1,123,762.00** in full settlement of all compensation claims, attorneys' fees, and expert fees for Parcel 126.

ATTACHMENT:

Sketch of Subject Property

SKETCH OF DESCRIPTION



SECTION 31, TOWNSHIP 20 SOUTH, RANGE 28 EAST

SEE SHEETS 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: FEBRUARY 28, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429

OOCEA PROJECT NO. 429-202

PARCEL NO. 126

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#24

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-204; Parcel 303 Part A, B & C-Approval of Settlement**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement with William Raymond McMahan, Aneeta McMahan Morton and Sylvia Delorias M. McKelvy, for their fee interest in Parcel 303, Part A, B & C, which was acquired for the construction of S.R. 429 Wekiva Parkway, Project 429-204. A Stipulated Order of Taking was entered on this Parcel on June 11, 2015.

DESCRIPTION and BACKGROUND:

Parcel 303 is a total taking of property that is approximately 44 acres, located off Oak Lane, just west of Plymouth Sorrento Road in Orange County, Florida. The property is currently vacant, and is owned jointly by William Raymond McMahan, Aneeta McMahan Morton and Sylvia Delorias M. McKelvy.

CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, Inc. The updated appraisal report finds that the highest and best use of the property is for rural residential development, with a maximum development potential of three lots. To determine land value, Mr. Hall relies on three comparable sales that have an unadjusted per acre value of $25,416 per acre to $26,607 per acre. After adjusting for differences in size, topography and zoning, he arrives at a per acre value of **$20,000.00 per acre** for the subject, which yields a total value of **$745,700.00**.

The landowners have retained the appraisal services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer. Since a trial order has not yet been entered in this case, appraisal reports are not yet due from the landowners. However, the landowners have submitted a compensation claim of **$1,311,600.00** for this property, in addition to expert fees and costs. Mr. Dreggors considered five comparable sales ranging in value from $24,682.00 per acre to $40,120.00 per acre, and reconciled on a value of **$30,000.00 per acre**.

The landowners have indicated a willingness to resolve this case for **$1,050,000.00**, or just under **$24,000.00 per acre,** exclusive of attorney's fees. As CFX has already deposited $681,200.00 as its good faith estimate of value, this would leave a balance of $368,800.00 to be paid to the landowners for their fee interest.

Under this settlement proposal, landowner's counsel, Kent Hipp from Gray Robinson, P.A, would be entitled to attorneys fees in the amount of $112,200.00 based on statutory betterment.

In addition, the landowners retained the appraisal services of Rick Dreggors from Calhoun, Dreggors & Associates, Inc. Mr. Dreggors submitted a claim for $16,900.00, but, after negotiations, is willing to accept $15,000.00. The firm of Tipton Associates Incorporated submitted a claim in the amount of $1,800.00, but, after negotiations, is willing to accept $1,500.00. Finally, Rahenkamp Design Group, Inc., requested $9,200.00 for engineering services, and is willing to accept $9,000.00. Thus, expert fees can be resolved for $25,500.00.

Counsel has reviewed the amounts sought by the owners' experts and paid to CFX's experts and believes them to be reasonable.

A summary of the proposed settlement is as follows:

Compensation to Owner	$ 1,050,000.00
Attorneys fees (statutory based on betterment)	112,200.00
Expert Fees	25,500.00
Total Compensation	**$ 1,187,700.00**

RECOMMENDATION:

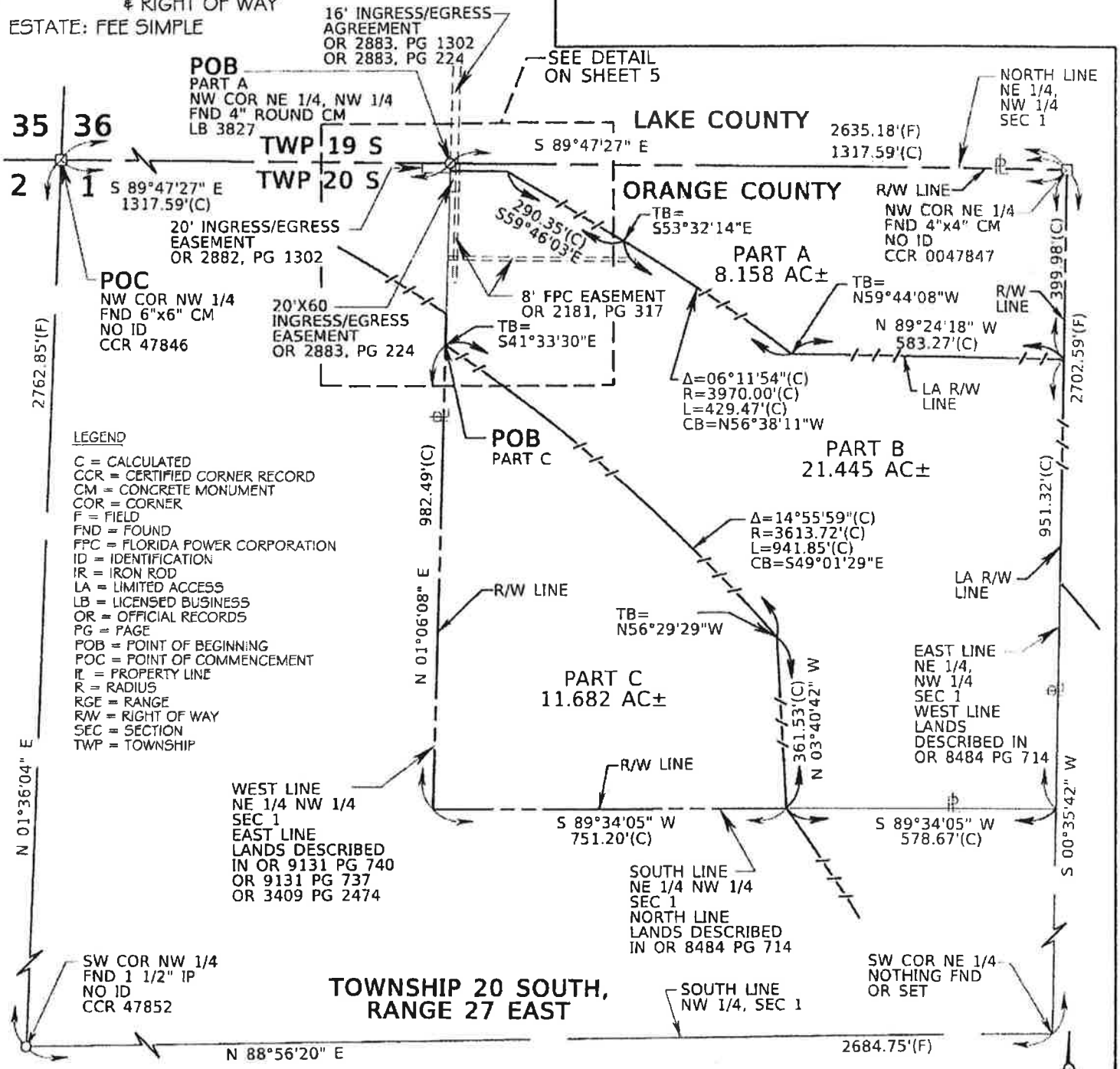
The proposed settlement was recommended for Board approval by the Right of Way Committee at the January 27, 2016 meeting. We respectfully request the Board's approval in the amount of **$1,187,700.00** in full settlement of all compensation claims, attorneys' fees, and expert fees for Parcel 303.

ATTACHMENT:

Sketch of Subject Property

SKETCH OF DESCRIPTION

PARCEL: 303
PURPOSE: LIMITED ACCESS RIGHT OF WAY & RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
F = FIELD
FND = FOUND
FPC = FLORIDA POWER CORPORATION
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

GENERAL NOTES:

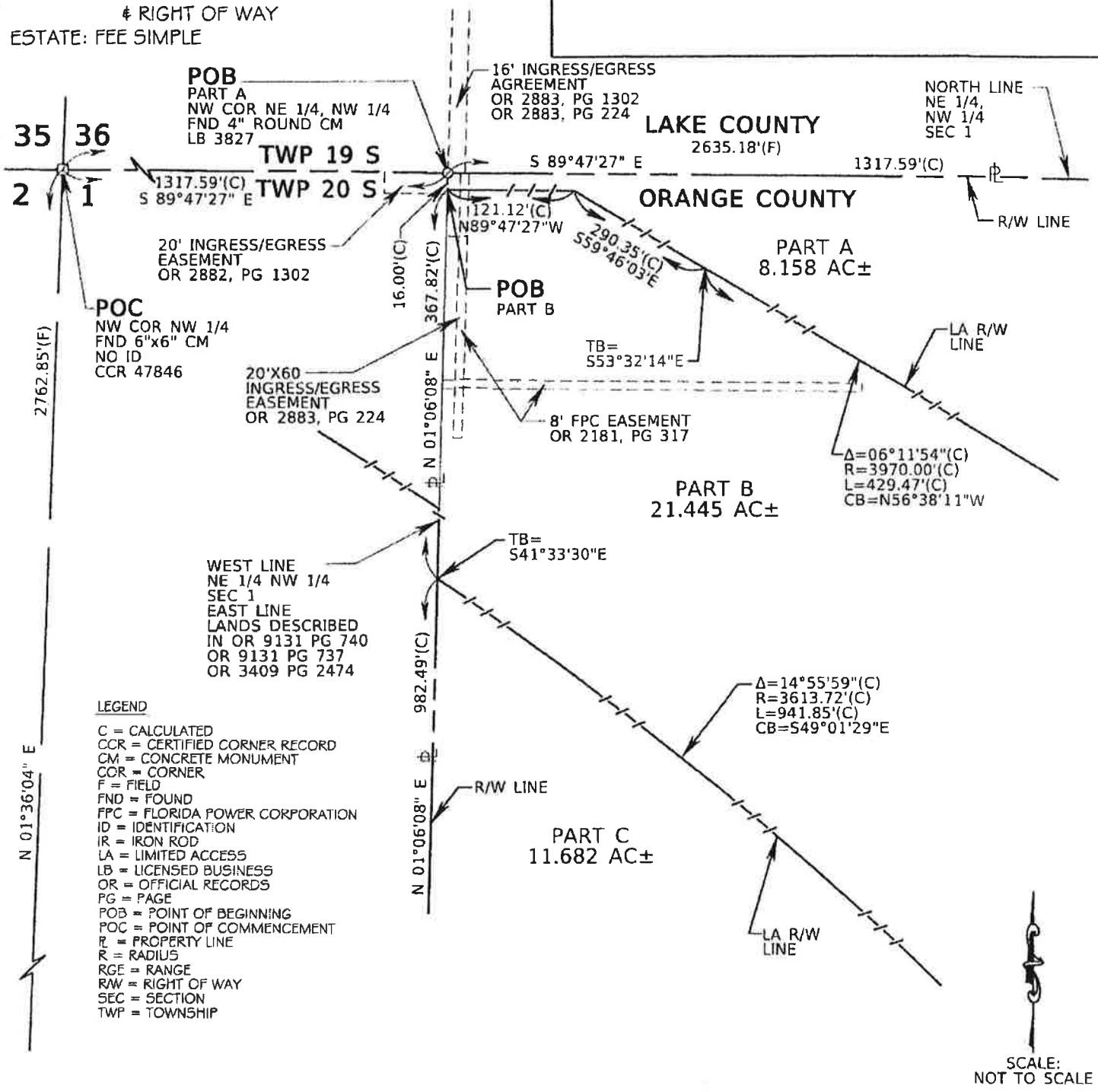
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JULY 23, 2014, FILE NO. 4885577 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

SCALE: 1" = 300'

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 10/28/14		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: 4 OF 5

SKETCH OF DESCRIPTION

PARCEL: 303
PURPOSE: LIMITED ACCESS RIGHT OF WAY
℄ RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
F = FIELD
FND = FOUND
FPC = FLORIDA POWER CORPORATION
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JULY 23, 2014, FILE NO. 4885577 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 10/28/14	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: 5 OF 5

CONSENT AGENDA ITEM

#25

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **January 25, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-204; Parcel 254**
Approval for Attorney Fee Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement for attorneys fees related to the acquisition of Parcel 254 on S.R. 429 Wekiva Parkway, Project 429-204. An Order of Taking was entered on June 23, 2015.

DESCRIPTION and BACKGROUND:

Parcel 254 is a total taking of a .76 acre piece of property located along Ondich Road in unincorporated Orange County. The property is improved with a 3,140 square foot residence and other associated residential improvements. Compensation to the property owner has been resolved and the primary issue is resolution of the property owner's attorney's fees and expert costs.

CFX's appraisal of the property was prepared by David Hall of Bullard, Hall & Adams, Inc. Mr. Hall issued a final appraisal report with a date of value of January 22, 2015, in the amount of **$336,200.00**. This amount was deposited in the Court Registry as CFX's good faith deposit.

Since a trial order was not entered in this case, appraisal reports did not become due from the landowners. However, the Merceds retained the services of Rick Dreggors, whose preliminary valuation was substantially higher than CFX's offer. The Merceds have submitted a compensation claim of **$596,000.00** for this property, in addition to seeking federal relocation assistance.

Pursuant to calculations and findings made under the Uniform Relocation Act, the amount of compensation offered in CFX's appraisal report resulted in the landowners qualifying for a Supplementary Replacement Housing Payment, or Purchase Additive. A purchase additive is necessary in cases whether the current price of available comparable replacement dwellings is greater than the acquisition amount paid for the landowner's property.

The amount of compensation offered in CFX's appraisal resulted in the landowners being paid $309,500 as a Purchase Additive, $4,976.78 in incidental costs, and $2,450.00 in moving costs, for a total relocation benefit of $316,926.78.

The landowner is willing to accept CFX's appraised value in this case along with the Purchase Additive offered by CFX's acquisition agents.

The landowner retained the legal services of Kent Hipp and Nicholas Dancaescu, from Gray Robinson, P.A. Landowner has incurred legal fees in excess of $85,000.00 in this case, but is willing to accept $73,000.00.

The landowners also retained the appraisal services of Calhoun, Dreggors & Associates, Inc. An invoice has been submitted for appraisal services in the amount of $9,543.00. This includes 5.0 hours at $75.00 per hour for a researcher, 22.50 hours at $125.00 per hour for Kevin Eaton, 18.75 hours at $150.00 per hour for Courtney Abrams and 15.75 hours at $225.00 per hour for Richard Dreggors. However, during settlement negotiations, Mr. Dreggors agreed to accept $8,500.00 for his firm's services related to this parcel.

CFX retained the appraisal services of David Hall of Bullard, Hall & Adams, Inc. Mr. Hall has submitted invoices in a total amount of $11,070.00 to appraise the subject property. This includes 37.5 hours at $150.00 per hour for appraisers, 21 hours at $40.00 per hour for administrative assistance, and a flat fee of $4,500.00 for an appraisal update. Mr. Hall also appraised other properties in the same vicinity, and spread out certain costs over several parcels.

Counsel has reviewed the amounts sought by the owners' experts and paid to CFX's experts and believes them to be reasonable.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the January 27, 2016 meeting. We respectfully request the Board's approval for the payment of $73,000.00 for attorney's fees and $8,500.00 for expert fees, for a total of **$81,500.00**. These payments will resolve all claims for compensation for the acquisition of Parcel 254. No approvals are necessary for the land compensation or relocation aspects of this parcel.

ATTACHMENT:

Exhibit A-Sketch of Subject Property

SKETCH OF DESCRIPTION

PARCEL 254
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

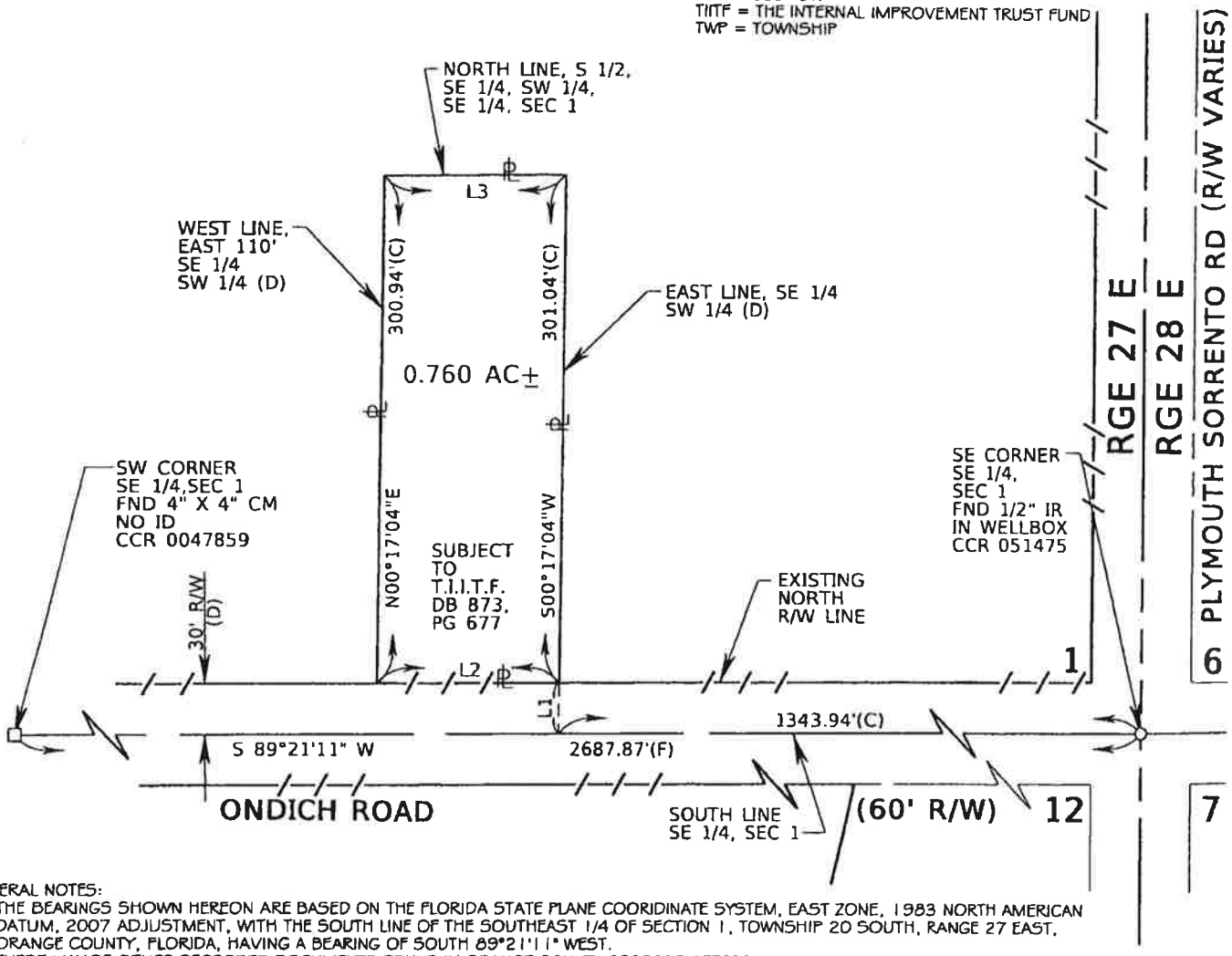
SCALE:
1" = 100'

TOWNSHIP 20 SOUTH, RANGE 27 EAST

LINE TABLE		
L1	N 00°17'04" E	30.00'(C)
L2	S 89°21'11" W	110.01'(C)
L3	N 89°18'06" E	110.02'(C)

LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
D = DEED
DB = DEED BOOK
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PB = PLAT BOOK
PG = PAGE
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TIITF = THE INTERNAL IMPROVEMENT TRUST FUND
TWP = TOWNSHIP



GENERAL NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED OCTOBER 5, 2012, FILE NO. 2037-2832527 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: 12/18/13		URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 2

CONSENT AGENDA ITEM

#26

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **February 23, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-204: Parcel 279**
Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval of a settlement regarding Parcel 279 on the Wekiva Parkway Project 429-204. A Petition in Eminent Domain was filed on October 14, 2014, and the Court entered an Order of Taking on January 13, 2015.

DESCRIPTION and BACKGROUND:

This case involves the partial taking of property owned by Adelpha Howell, which is located on the south side of Boch Road, approximately 1,550 feet east of Plymouth-Sorrento Road in unincorporated Orange County. CFX is acquiring 10.311 acres from a 14.14 acre parent tract, leaving a 3.829 acre remainder with frontage along Boch Road. The property is improved with two single-family residences and other minor residential and agricultural improvements. The residential improvements will not be directly affected by the taking, but will be located in close proximity to the Parkway. The land is zoned Farmland Rural District (A-2) by Orange County, with a future land use of rural/agricultural, which allows a maximum density of one dwelling unit per 10 acres.

CFX retained the services of appraiser Walter Carpenter, who estimated the value of the parent tract to be $542,900 and the value of the taking to be **$382,000.** Mr. Carpenter determined that the highest and best use of the property in the "before" condition was for rural residential use, with up to two units per acre. After considering comparable sales that ranged from $23,000 to $45,000 per acre, Mr. Carpenter concluded that the property was worth **$30,000 per acre** before the taking.

CFX is acquiring about 10 acres, or approximately 73% of the land area, leaving a remainder that is just less than four acres. The expressway height ranges from about 28 feet above grade on the west, gradually decreasing to about 5.5 feet towards the east of the remainder property. Mr. Carpenter considered an Impact Adjacency Study of large low density residential

sites located adjacent to limited access highways to assist in determining severance damages to the remainder. This study indicated that proximity to limited access highways can have an impact on value ranging from 0% to -43%. Considering the elevation of the expressway along the subject property, Mr. Carpenter concludes that the remainder improvements and land will be damaged by **25%** (and will be worth **$22,500 per acre**), resulting in damages of **$54,300.** Mr. Carpenter also considered a $2,100 cost to cure. His valuation estimates are summarized as follows:

Value of the Part Taken (10.311 acres x $30,000/ac)	$325,600
Severance damages (25%)	54,300
Cost to Cure	2,100
CFX's Total Compensation Estimate	**$382,000**

The landowner retained the appraisal services of Gary Pendergast, who determined that the highest and best use of the property was for a residential subdivision. The landowners' position is that, absent the Wekiva Parkway influence, the same densities and intensities proposed in the Wekiva Parkway Interchange Vision Plan would have been developed surrounding the Plymouth-Sorrento Road / Kelly Park Road intersection. Mr. Pendergast finds it highly likely that the subject would be annexed into the City of Apopka and obtain a Neighborhood District future land use and the necessary zoning change and approvals to be developed with low density residential uses at a density between 1-5 units per acre. The landowner's appraiser concludes that a density near three units per acre is most likely, in the absence of project influence.

Mr. Pendergast considered 6 comparable sales that ranged in value from $76,000-$149,000 per acre. All but one sale already had approval for low density residential subdivisions between 2.2-3.2 units per acre. All of the comparables had sewer and water service available. Mr. Pendergast concludes that if the subject had the necessary zoning, land use, and utilities in place, it would have a value of $80,000 per acre before the taking. MEI determined that extraordinary development costs would be $55,400 ($3,900) per acre. Mr. Pendergast deducts another 10% to account for time, risk and effort to obtain necessary approvals and utilities (another $8,000 per acre) to conclude on a value of **$68,100** per acre, which equates to $962,900 for the parent tract, and **$702,200** for the land taken.

One of the biggest issues in this case is the location of the comparables used by both appraisers. CFX's appraiser located sales close to the subject property, which the landowner claims are subject to "condemnation blight." The landowner's sales are located quite far from the subject, in superior locations and with superior zoning designations and approvals in place. The landowner claims that the comparable sales locations and development entitlements are similar to what the subject neighborhood and property would have enjoyed in the absence of the Parkway.

After the taking, Mr. Pendergast contends that the expressway will negatively impact the development potential of the property, which will now be limited to the County's Rural/Agricultural standard of one unit per 10 acres. Thus, the remainder's highest and best use is for development of a rural residential homesite. After considering four comparable sales located adjacent to elevated limited access roadways, Mr. Pendergast concludes that the remainder property would be worth **$25,000** per acre (about the same after-value conclusion as Mr. Carpenter). This amounts to severance damages of **$165,000,** or approximately **65%.** Mr. Pendergast's valuation

conclusions are summarized as follows:

Land Taken (10.311 acres x $68,100/ac)	$702,200
Severance Damages (65%)	$165,000
Landowner's Compensation Estimate	**$867,200**

PROPOSAL FOR SETTLEMENT:

At a Mediation Conference held on January 26, 2016, the parties reached a settlement in the amount of **$570,000**, plus attorneys fees and costs, subject to CFX Right of Way and Board approval. The undersigned counsel believes that $570,000 represents a reasonable resolution of this case, limits CFX's exposure at trial, reduces expert and attorney fees and costs, and is below the midpoint of $624,600. The landowner submitted expert fee invoices in the amount of $60,138.20. As part of the mediated settlement agreement, the landowner agreed to accept a reduction of approximately 15% of their expert fees. The number of experts retained in this case are numerous, and their fees are summarized as follows:

EXPERT	INVOICE AMOUNT
Morris -MEI (engineer)	$23,247.00
Pendergast (appraiser)	$15,714.00
Williams (land planner)	$8,050.00
Hall (land planner)	$3,442.20
Buchheit (survey)	$9,685.00
TOTAL	**$60,138.20**

The undersigned counsel has reviewed the invoices submitted by the above experts and believes that a 15% reduction, or **$50,320.00** is an appropriate resolution of these fees. CFX's fees are $58,498 (including appraisals, improvement cost estimates, and engineering). However, these fees do not include initial survey and engineer work that was performed by CFX in conjunction with other parcels on this project. Considering the amount at issue in the instant litigation ($867,200), and the similarity in fees between the landowner and CFX, the undersigned counsel believes that the fee resolution is reasonable.

The landowners retained the services of Raymer Maguire from Maguire and Lassman, P.A. Mr. Maguire has agreed to accept statutory betterment fees in the amount of $76,560 (based on a betterment of $232,000).

The total settlement proposal, inclusive of fees and costs, is summarized as follows:

Compensation to the Owner	$570,000
Expert Fees and Costs	$ 50,320
Attorneys fees (based on betterment)	$ 76,560
Total	**$696,880**

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the February 24, 2016 meeting. We respectfully request the Board's approval of the proposed settlement in the amount of **$696,880** to resolve Adelpha Howell's compensation claims and expert and attorneys fees on Parcel 279.

ATTACHMENT:
Parcel Sketch
Mediated Settlement Agreement

LEGAL DESCRIPTION

PARCEL 279
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4732, PAGE 3670 AND OFFICIAL RECORDS BOOK 10434, PAGE 985, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST; THENCE, SOUTH 03°43'34" EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, A DISTANCE OF 719.76 FEET TO A POINT ON THE EXISTING SOUTH RIGHT OF WAY OF BOCH ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 893, PAGE 25, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°59'44" WEST ALONG SAID EXISTING SOUTH LINE, A DISTANCE OF 671.76 FEET; THENCE DEPARTING SAID EXISTING SOUTH RIGHT OF WAY LINE, SOUTH 03°39'34" EAST, A DISTANCE OF 269.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°39'34" EAST, A DISTANCE OF 718.92 FEET; THENCE SOUTH 87°57'23" WEST, A DISTANCE OF 669.37 FEET; THENCE NORTH 03°20'08" EAST, A DISTANCE OF 711.11 FEET; THENCE NORTH 88°17'46" WEST, A DISTANCE OF 24.95 FEET; THENCE NORTH 86°27'30" EAST, A DISTANCE OF 115.98 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4650.00 FEET; THENCE, FROM A TANGENT BEARING OF NORTH 84°22'57" EAST, NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 380.97 FEET, THROUGH A CENTRAL ANGLE OF 04°41'39" AND A CHORD BEARING OF NORTH 86°43'47" EAST TO A POINT OF TANGENCY; THENCE, NORTH 89°04'36" EAST A DISTANCE OF 110.64 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 10.312 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

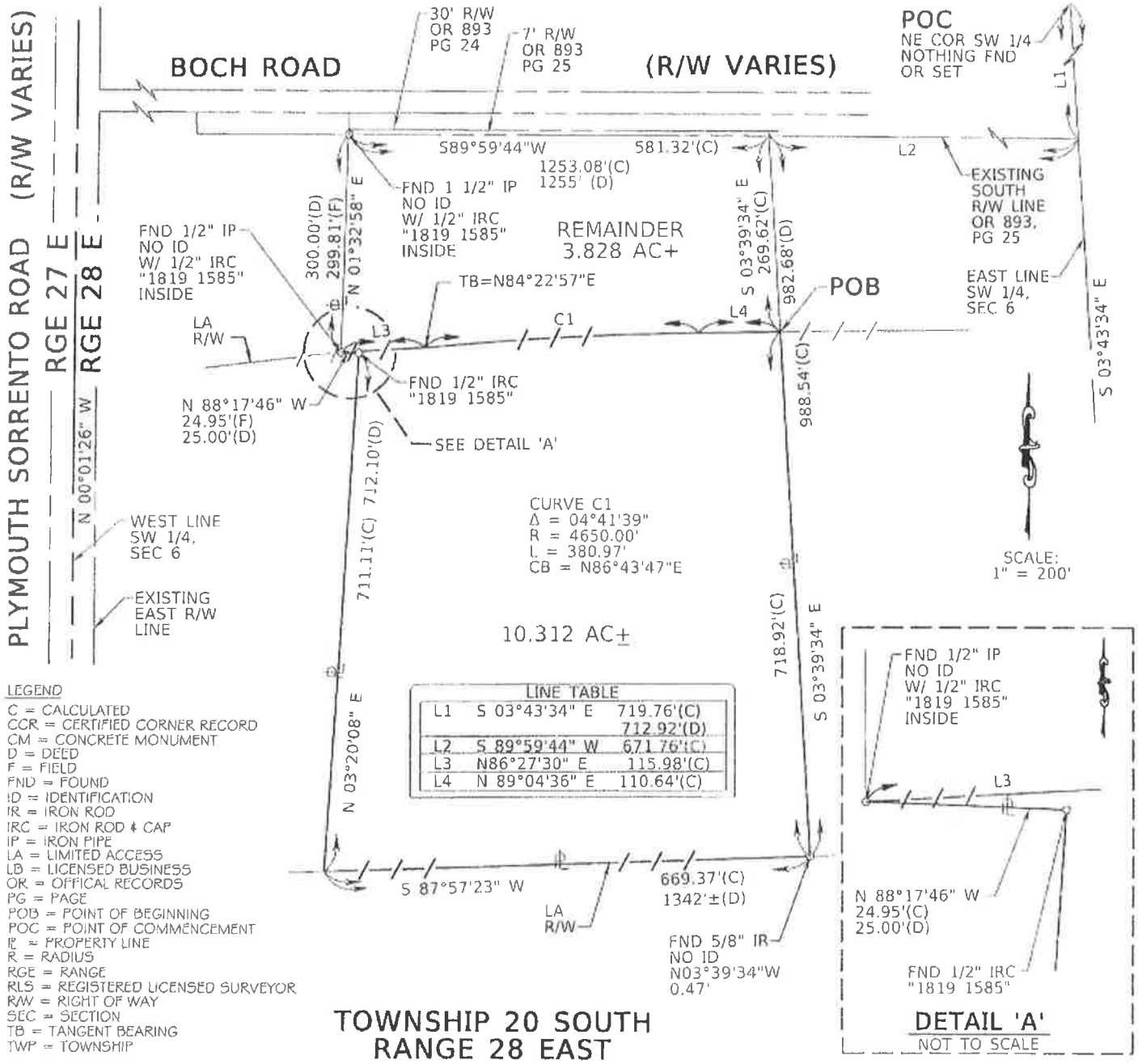
RUSSELL J. MARKS, PSM NO. 5623 — DATE 3/25/14

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: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL 279
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



LINE TABLE			
L1	S 03°43'34" E	719.76'(C)	712.92'(D)
L2	S 89°59'44" W	671.76'(C)	
L3	N86°27'30" E	115.98'(C)	
L4	N 89°04'36" E	110.64'(C)	

LEGEND
C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
D = DEED
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
IRC = IRON ROD & CAP
IP = IRON PIPE
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
RLS = REGISTERED LICENSED SURVEYOR
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP

GENERAL NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 00°01'26" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED OCTOBER 18, 2012, FILE NO. 2037-2840301 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: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

10718

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida

Petitioner,

vs.

THOMAS J. HOLDER, SR., individually and as Trustee of the Sally R. Holder Credit Shelter Trust created under agreement dated November 11, 2004; THOMAS J. HOLDER, SR., as Trustee of the Thomas J. Holder, Sr., Family Trust dated November 11, 2004; BETH ANN HOLDER; ADELPHA HOWELL; HOLDER & STRITE CORPORATION; FLORIDA POWER CORPORATION n/k/a DUKE ENERGY FLORIDA, INC.; ORANGE COUNTY, FLORIDA, and SCOTT RANDOLPH, Orange County Tax Collector,

Respondents.

CASE NO: 2014-CA-~~003636~~-O

Subdivision 39

Parcel 279

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on January 26, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent, **ADELPHA HOWELL** ("Respondent") the sum of **Five Hundred Seventy Thousand Dollars ($570,000)**, in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 279, including severance damages, business damages, tort damages, interest, and any other claim, subject to apportionment, if any, but excluding attorney's fees, expert fees, and costs,

2. Petitioner is entitled to a credit in the amount of **Three Hundred Thirty-Eight Thousand Dollars ($338,000)**, which sum was previously deposited in the Registry of the Court in this case by Petitioner.

3. Petitioner will pay Respondent the balance due of **Two Hundred Thirty-Two Thousand Dollars ($232,000)**, within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the ~~aforesaid~~ Stipulated Final Judgment from the Court. the below

4. 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 **Seventy-Six Thousand Five Hundred Sixty Dollars ($76,560)** 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.

5. 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 Respondent's attorney not more than 85% of the verified and confirmed invoiced amount, but no more than the sum of **Fifty Thousand Three Hundred Twenty Dollars ($50,320),** in full settlement and satisfaction of all expert witness fees and expert witness costs incurred by Respondent in this case, subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. Counsel for Respondent shall provide the experts' invoices and any additional backup within five (5) days.

6. This Agreement is contingent upon the approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors.

7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

8. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practice able after the approval of this mediated settlement agreement by the CFX Board. The Stipulated Final Judgment will include a sentence that states that the portion of the Wekiva Parkway as to Parcel 279 will be built in substantial conformance with the construction plans filed in this case. Respondent will have the same rights set forth in the *Wye River* case

9. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 279, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

10. 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. This Settlement Agreement, executed by the parties and their counsel on January 26, 2016, contains all of the agreements of the parties.

Linda Brehmer Lanosa, Esq.
Central Florida Expressway Authority

Thomas J. Holder, Jr., Power of Attorney,
for Owner

James Edward Cheek, III, Esq. for CFX

Raymer F. Maguire, III, Esq., for Owner

Richard Lord, Mediator

CONSENT AGENDA ITEM

#27

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **February 23, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-204: Parcel 275**
Approval for Settlement

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks the Board's approval regarding the settlement of Parcel 275 on the Wekiva Parkway Project 429-204. A Petition in Eminent Domain was filed on October 14, 2014, and the Court entered an Order of Taking on January 13, 2015.

DESCRIPTION and BACKGROUND:

This case involves the taking of 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving a bisected northern remainder of 6.92 acres and southern remainder of 27.93 acres. This parcel is owned by Thomas J. Holder, Sr., as Trustee of the Sally R. Holder Credit Shelter Trust and the Thomas J. Holder, Sr. Family Trust.

The property has joint residential and business uses. Improvements within the area of taking include a 105 year old two-story single family residence, which contains 3,124 square feet of living area with five bedrooms and two baths. Thomas J. Holder, Sr., age 80, and his daughter, Beth Ann Arnold, reside in the dwelling. The remainder of the property is used primarily for farming operations, and contains numerous agricultural improvements.

CFX retained the services of Richard MacMillan, who estimated the value of the parent tract to be $1,633,500.00, and the value of the taking to be $1,163,600.00. Mr. MacMillan determined that the highest and best use of the property was for five residential homesites. After considering comparable sales that ranged from $18,000 to $28,000 per acre, Mr. MacMillan concluded that the property was worth **$25,000 per acre.** In addition, he determined that the remainder would suffer severance damages of approximately **35%,** due in part to the bifurcated remainder and the effect the beltway may have on residential property values. In addition, Mr. MacMillan determined that the remainder required a $76,000 cure, resulting in total severance damages of $487,700.

This Board has previously approved a "residential carve-out" agreement in which the

landowners agreed to accept CFX's appraised value of $249,964 for the residential improvements and 2.88 acres of the property in order to facilitate the processing of the landowners' relocation claims under the Uniform Relocation Act. Subtracting the residential carve-out settlement results in a remaining compensation estimate of **$913,636.** Mr. MacMillan's valuation conclusions are summarized as follows:

Land Taken (17.888 acres x $25,000/ac)	$ 447,200
Improvements Taken	$ 228,700
Damages / Cost to Cure	$ 487,700
CFX Compensation Estimate	**$1,163,600**
minus residential carve-out	(249,964)
Adjusted Compensation Estimate	**$ 913,636**

The landowner retained the appraisal services of Gary Pendergast, who appraised the property subject to the residential carve-out agreement (and therefore no adjustments are required). Mr. Pendergast determined that the highest and best use of the property was for a residential subdivision. He considered 6 comparable sales and concluded on **$73,900 per acre**, which equates to $3,684,700 for the parent tract, and $1,109,200 for the land taken. One of the biggest issues in this case is the location of the comparables used by both appraisers. CFX's appraiser located sales close to the subject property, which the landowners claim are subject to "condemnation blight." The landowners' sales are located quite far from the subject, in superior locations and with superior zoning designations and approvals in place. The landowners claim that the comparable sales locations and development entitlements are similar to what the subject neighborhood and property would have enjoyed in the absence of the Parkway.

After the taking, Mr. Pendergast opined that the property's highest and best use was now for rural residential homesites with a per acre value of $25,000. This resulted in a severance damage claim of $1,704,200. Mr. Pendergast's valuation conclusions are summarized as follows:

Land Taken (15.008 acres x $73,900/ac)	$1,109,200
Severance Damages	$1,704,200
Holder Compensation Estimate	**$2,813,400**

PROPOSAL FOR SETTLEMENT:

Negotiations with landowners' counsel have resulted in a settlement proposal in the amount of **$1,410,000.** The undersigned counsel believes that this settlement proposal is in the best interest of CFX in that it limits the potential risk of a jury award almost two million dollars above appraised value. From a negotiation perspective, 150% of Mr. MacMillan's update appraisal amount would be $1,745,400. After deducting for the $249,964 carve-out, the balance of Mr. MaMillan's appraised amount would be $1,495,436. The negotiated settlement amount of $1,410,000 offers a reduction below the remaining balance. In addition, as part of the negotiated settlement, the landowner agreed to accept a reduction of 15% of their expert fees. The number of experts retained in this complex case are numerous, and their fees are summarized as follows:

EXPERT	INVOICE AMOUNT
Morris –MEI (engineer)	$25,394.25
Pendergast (appraiser)	$24,120.00
Williams (land planner)	$32,300.00
Hall (land planner)	$12,626.65
Ovation Construction (cost to cure analysis)	$3,631.25
Cawthra (improvement value analysis)	$6,900.00
Buchheit (survey)	$29,855.00
TOTAL	**$134,827.15**

The undersigned counsel has reviewed the invoices submitted by the above experts and believes that a 15% reduction, or **$114,603.00,** is an appropriate resolution of these fees. CFX's fees are $63,022 (including appraisal, improvement cost estimate, and engineering). However, these fees do not include initial survey and engineering work that was performed by CFX in conjunction with other parcels on this project. Considering the amount at issue in the instant litigation ($2,813,400 *plus* the residential carve-out resolution, which expert fees are included above), the undersigned counsel believes that the fee resolution is reasonable.

The landowners retained the services of Raymer Maguire from Maguire and Lassman, P.A. Mr. Maguire has agreed to accept statutory betterment fees in the amount of $153,591 (based on a betterment of $534,364).

The total settlement proposal, inclusive of fees and costs, is summarized as follows:

Compensation to the Owner	$1,410,000
Expert Fees and Costs	$ 114,603
Attorneys fees (based on betterment)	$ 153,591
Total	**$1,678,194**

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the February 24, 2016 meeting. We respectfully request that this Board approve the proposed settlement in the amount of $1,678,194, to resolve the remaining compensation claims on Parcel 275, as well as the landowner's expert and attorney fees.

ATTACHMENT:
Parcel Sketch

LEGAL DESCRIPTION

PARCEL 275
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10460, PAGE 813, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, NORTH 87°59'58" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 39.20 FEET; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°06'57" WEST A DISTANCE OF 30.02 FEET TO THE INTERSECTION OF THE EXISTING NORTH RIGHT OF WAY LINE OF HAAS ROAD AND THE EXISTING EAST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE, CONTINUE NORTH 00°06'57" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 415.21 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE NORTH 00°06'57" WEST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 783.53 FEET; THENCE, DEPARTING SAID EAST RIGHT OF WAY LINE, NORTH 69°21'50" EAST A DISTANCE OF 359.95 FEET TO A POINT OF TANGENCY; THENCE, RUN NORTHEASTERLY 1085.39 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4662.00 FEET, A CENTRAL ANGLE OF 13°20'22" AND A CHORD BEARING OF NORTH 76°02'01" EAST TO A POINT ON THE EAST BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10460, PAGE 813; THENCE, SOUTH 02°31'06" EAST, ALONG SAID EAST LINE, A DISTANCE OF 360.02 FEET TO THE BEGINNING OF A CURVE; THENCE, FROM A TANGENT BEARING OF SOUTH 74°29'44" WEST, THENCE RUN SOUTHWESTERLY 742.84 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2256.00 FEET, A CENTRAL ANGLE OF 18°51'57" AND A CHORD BEARING OF SOUTH 65°03'46" WEST TO A POINT OF TANGENCY; THENCE, SOUTH 55°37'47" WEST, A DISTANCE OF 886.20 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 17.888 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.

3/25/14

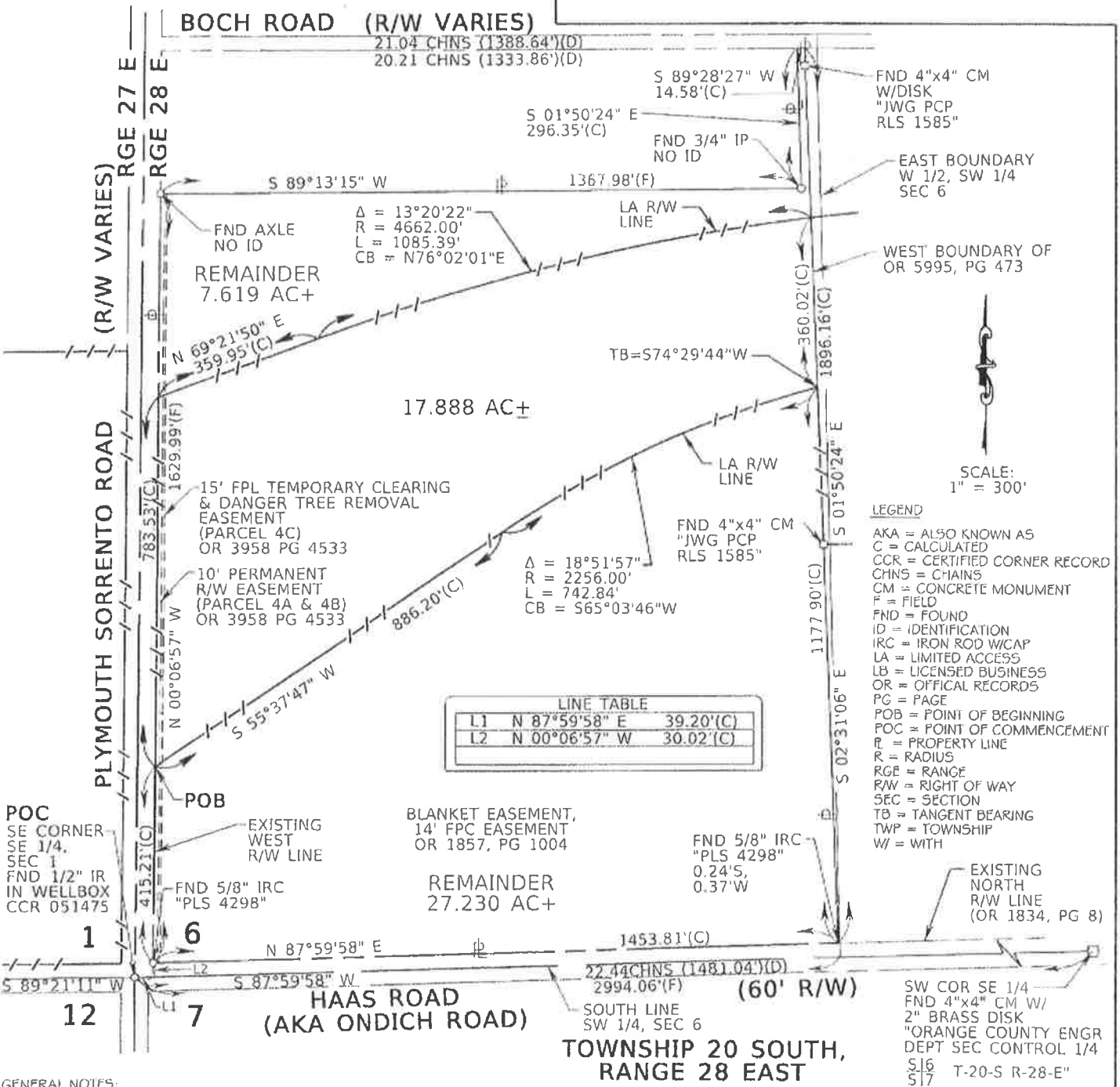
RUSSELL J. MARKS, PSM NO. 5623 DATE

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	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL: 275
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

AKA = ALSO KNOWN AS
C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CHNS = CHAINS
CM = CONCRETE MONUMENT
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IRC = IRON ROD W/CAP
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP
W/ = WITH

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 29, 2012, FILE NO. 2037-2864232 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: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

CONSENT AGENDA ITEM

#28

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: February 23, 2016

RE: *Central Florida Expressway Authority v. VIP Properties, LLC, et al.*
Case No. 2014-003698-O, Project: 429-203, Parcel 170
Owner: VIP Properties, LLC
Location: 3202 Phils Lane, North of Ponkan Road
Present Use: Office Building
Zoning: A-1, Citrus Rural District (Agricultural)
Size of Land Before: 10.138 acres; Amount Taken: 0.454; Remainder: 9.684 acres

---

INTRODUCTION

Section 73.032(3) of the Florida Statutes allows a property owner to serve a reverse offer of judgment in an eminent domain case if the amount is less than $100,000. The offer must settle all pending claims with that party exclusive of attorney's fees and costs. The purpose of the reverse offer is to shift liability for attorney's fees. If the judgment obtained is equal to or greater than the offer of judgment, the trial court may award attorney's fees based upon the attorney's time and labor.

DESCRIPTION OF PARCEL 170

According to the appraisal report of David K. Hall, ASA, the parent tract is a 10.138-acre parcel that was formerly operated as a plant nursery and landscaping business. It was purchased at a foreclosure auction in November 2012 and since that time the majority of the nursery improvements have been demolished. The taking is an acquisition of Phils Lane, which is currently a 60-foot wide ingress/egress easement improved with a two-lane, asphalt paved road. The west half of Phils Lane is on this parcel.

Mr. Hall appraised Parcel 170, with a highest and best use as vacant of rural residential. Since the 1,680 square-foot office building and perimeter fencing/gate were not affected by the taking, only the land and affected improvements were valued. He appraised the land and improvements as follows:

Land (.454 acres x $30,000)	$13,700
Cost to Cure	$ 2,600
Total	$16,300

The adjusted comparable sales ranged from $22,874 to $30,021 per acre, with an estimated value of $30,000 per acre. The cost to cure to reestablish a fire standpipe was estimated by Speer Construction.

In response to Interrogatories, VIP Property, LLC, indicated that land was worth $45,000 per acre, or $20,430 for the part taken, but that experts would testify to a higher value upwards of $80,000 per acre. In addition, the owner indicated that the remainder would experience severance damages of 20% or $114,914, due to the decreased lot size from 10.138 acres to 9.67 acres, resulting in the loss of two lots as a subdivision or one 5-acre tract, as well as other reported damages. In sum, the owner seeks **$139,344** in full compensation.

REVERSE OFFER OF JUDGMENT

By letter dated January 19, 2016, the property owner served a Reverse Offer of Judgment in the amount of $62,000, including interest, but excluding attorney's fees and costs. The offer is less than half of the amount demanded in full compensation. After considering the cost to retain experts to review the owner's claims and the cost of ongoing litigation, including the risk of paying attorney's fees on an hourly basis and the owner's experts, the reverse offer of judgment makes economic sense.

REQUEST

We respectfully request the Board approve the Right of Way Committee's recommendation to accept the reverse offer of judgment in the amount of $62,000, including interest, but excluding attorney's fees and costs.

ATTACHMENTS

A. Reverse Offer of Judgment
B. VIP Property's Answers to Interrogatories
C. Excerpt of Appraisal Report
D. Public Disclosure Affidavit of Interests in Real Property

Filing # 36729644 E-Filed 01/19/2016 04:04:09 PM

IN THE NINTH 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

Petitioner,

vs.

DARRELL D. REID and KATIE J. REID, ETC., et al.,

Respondents.
_____/

CASE NO.: 2014-CA-003698-O

Division 39

Parcel No. 170 VIP Properties, LLC

RESPONDENT'S, VIP PROPERTIES, LLC, NOTICE OF SERVING REVERSE OFFER OF JUDGMENT

The Respondent, VIP PROPERTIES, LLC by and through its undersigned counsel, hereby gives Notice of Service of its Reverse Offer of Judgment.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of January, 2016, a true and correct copy of the foregoing has been filed with the Florida Courts E-Filing Portal. I further certify that the foregoing document was sent to the following email addresses: dshontz@shutts.com; hmorlan@shutts.com; tmartin@shutts.com; mfarmer@shutts.com;

CALLAN LAW FIRM, P.A.

By: /s/ Thomas P. Callan
Thomas P. Callan, Esq.
Florida Bar No. 729050
921 Bradshaw Terrace
Orlando, FL 32806
Telephone: (407) 426-9141
Fax: (407) 426-0567
tcallan@callanlaw.com
efilings.clfpa@gmail.com
efilings@callanlaw.com
Attorney for Respondent,
VIP Properties, LLC

EXHIBIT A

IN THE NINTH CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida

Petitioner,

vs.

DARRELL D. REID and KATIE J. REID, ETC., et al.,

Respondents.
_____/

CASE NO.: 2014-CA-003698-O
Subdivision 39

Parcel No. 170 VIP Properties LLC

RESPONDENT'S, VIP PROPERTIES, LLC, REVERSE OFFER OF JUDGMENT FOR PARCEL 170

COMES NOW, Respondent, VIP PROPERTIES, LLC, by and through its undersigned counsels, serves this Reverse Offer of Judgment on Petitioner, ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, and states as follows:

1. This Reverse Offer of Judgment is made to Petitioner pursuant to Section 73.032, Florida Statutes and the provisions of Rule 1.442, Florida Rules of Civil Procedure.

2. Respondent offers to have a judgment entered against it for the payment of compensation by Petitioner to the Respondent, in the total amount of $62,000, which sum settles all pending claims between the parties in this condemnation action regarding Parcel 170, including interest, but exclusive of attorney's fees and costs.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of January, 2016, a true and correct copy of the foregoing was sent via U.S. mail to Central Florida Expressway Authority at 4974 ORL Tower Road, Orlando, Florida 32807. I further certify that the foregoing document was sent to the following email address: linda.lanosa@cfxway.com.

CALLAN LAW FIRM, P.A.

By: /s/ Thomas P. Callan
Thomas P. Callan, Esq.
Florida Bar No. 729050
921 Bradshaw Terrace
Orlando, FL 32806
Telephone: (407) 426-9141
Fax: (407) 426-0567
tcallan@callanlaw.com
efilings.clfpa@gmail.com
efilings@callanlaw.com
Attorney for Respondent,
VIP Properties, LLC

Filing # 36480312 E-Filed 01/12/2016 05:05:32 PM

IN THE NINTH 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,

Petitioner,

vs.

DARRELL D. REID and KATIE J. REID, ETC., et al.,

Respondents.
_____/

CASE NO.: 2014-CA-003698-O
Division 39

Parcel No. 168, 169, 170
VIP Properties, LLC

RESPONDENT'S, VIP PROPERTIES, LLC, NOTICE OF SERVING RESPONSE TO PETITIONER'S FIRST SET OF INTERROGATORIES

COMES NOW Respondent, VIP PROPERTIES, LLC, by and through its undersigned counsel, pursuant to Fla. R. Civ. P. 1.340(a), and hereby gives Notice of Serving Response to Petitioner's First Set of Interrogatories in the above-referenced matter.

EXHIBIT B

CASE NO.: 2014-CA-003698-O

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of January 2016, a true and correct copy of the foregoing has been filed with the Florida Courts E-Filing Portal. I further certify that the foregoing document was sent to the following email addresses: dshontz@shutts.com; hmorlan@shutts.com; tmartin@shutts.com; mfarmer@shutts.com;

CALLAN LAW FIRM, P.A.

By: /s/ Thomas P. Callan
Thomas P. Callan, Esq.
Florida Bar No. 729050
921 Bradshaw Terrace
Orlando, FL 32806
Primary: tcallan@callanlaw.com
Secondary: efilings.clfpa@gmail.com
Secondary: efilings@callanlaw.com
Telephone: (407) 426-9141
Fax: (407) 426-0567
Attorney for Respondent,
VIP Properties, LLC

IN THE NINTH CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency
of the state under the laws of the State of Florida

Petitioner,

vs.

DARRELL D. REID and KATIE J. REID, ETC., et al.,

Respondents.
_____/

CASE NO.: 2014-CA-003698-O
Subdivision 39

Parcel No. 166, 167, 168, 169/869, and 170
VIP Properties, LLC

RESPONDENT'S, VIP PROPERTIES, LLC, RESPONSE TO PETITIONER'S FIRST SET OF INTERROGATORIES

COMES NOW, Respondent, VIP PROPERTIES, LLC, by and through its undersigned counsel, and hereby serves this Response to Petitioner's Interrogatories, and answers as follows in response to the accordingly numbered paragraphs.

RESPONSES

1. Please describe in detail the compensation requested by you for the taking of the Subject Property by describing the amount of compensation requested, an itemized breakdown of the amount requested (including land value, comparable sales, improvements taken, cost to cure, and all other amounts), the method for computing the amount requested, and the evidence, facts, and reasons that support your request.

ANSWER:

1. **Total Compensation VIP Properties, LLC requests: $139,344 based on $45,000 per acre.**
2. **Land taken value: $45,000 per acre (Note: Experts have an opinion to a per acre value higher upwards to $80,000 per acre. VIP Properties, LLC reserves the right to modify based on an updated land value).**

3. **Taking reduces the land area from 10.138 acres in the before to 9.67 acres in the after.**
4. **Subject to the note above, damage of 20% to the remainder value of $574,570 or $114,914. Land Taken: $45,000/acre or $20,430 (Rd).**
5. **Additional damages is computed due to (a) the property is now on a roadway extended to the north instead of a private dead end roadway (b) the remainder is less desirable (c) setbacks are now measured from the new property line (d) the roadway will generate greater noise and traffic and (e) a lot yield loss of 2 lots as a subdivision or of one 5 acre tract due to the reduction, if 5 acre lots.**
6. **VIP Properties' hold time to sell the property has increased from 12 months to 18 months to 4 years or more.**

2. List the names and addresses of all persons who are believed or known by you, your agents, or your attorneys to have any knowledge concerning any of the issues in this lawsuit; and specify the subject matter and the particular facts about which the witness has knowledge.

ANSWER:

a) **Arman Rahbarian**
PO Box 5757
Winter Park, FL 32793
a) **Owner of the property**

b) **Maria Chavez**
PO Box 5757
Winter Park, FL 32793
a) **Manager of VIP Properties, LLC**

c) **Rick Dreggors**
Real Estate Appraisal Expert
Calhoun, Dreggors GAA
728 West Smith Street
Orlando, FL 32804

d) **Daniel L. Morris**
Engineer Expert
Morris Engineering, Inc.
964 Lake Baldwin Lane, Suite 200
Orlando, FL 32814

e) **Joshua Harris**
Real Estate Appraisal Expert
Lakemont Group, LLC
1361 Palmer Avenue
Winter Park, FL 32789

f) **Jim Hall**
Director of Land Planning
Vanasse Hangen Brustlin, Inc.
225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801

3. Do you intend to call any expert witnesses at the trial of this case? If so, state as to each such witness the name and business address of the witness, the witness's qualifications as an expert, the subject matter upon which the witness is expected to testify, the substance of the facts and opinions to which the witness is expected to testify, and a summary of the grounds for each opinion.

ANSWER:

a) **Rick Dreggors**
Real Estate Appraisal Expert
Calhoun, Dreggors GAA
728 West Smith Street
Orlando, FL 32804

Expected to speak about value and sales analysis.

b) **Daniel L. Morris**
Engineer Expert
Morris Engineering, Inc.
964 Lake Baldwin Lane, Suite 200
Orlando, FL 32814

Expected to speak about Petitioner's impacts to VIP Properties, LLC's property.

c) **Joshua Harris**
Real Estate Appraisal Expert
Lakemont Group, LLC
1361 Palmer Avenue
Winter Park, FL 32789

Expected to speak about value and sales analysis.

d) **Jim Hall**
Director of Land Planning
Vanasse Hangen Brustlin, Inc.

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, FL 32801

Expected to speak about Petitioner's impacts to VIP Properties, LLC's property.

4. Identify all persons or entities who have an interest in the Subject Property and, for each person identified, identify the nature of the interest and the dates the interest was held.

ANSWER:

VIP Properties LLC
a) 12/12/2012
b) Possessory interest

Arman Rahbarian
a) 12/12/2012
b) Possessory interest

Maria Chavez
a) 12/12/2012
b) Possessory interest

5. Identify each person or entity who either appraised the Subject Property or has an opinion as to the value of the Subject Property and for each person or entity identified, describe the appraised or opined value, the date the appraisal or opinion was given, and the basis for the appraised or opined value.

ANSWER:
David K. Hall from Bullard, Hall & Adams, Inc.
a) Appraised Value For Parcel 170 – Total - $16,300
b) Date appraisal was given - August 20, 2014
c) Date of Value – June 3, 2014
d) Basis for appraisal value
- **a. Land - $13,700**
- **b. Improvements – N/A**
- **c. Net Damages/Cost to Cure - $2,600**

6. Describe in detail how and when you purchased the Subject Property, including the date of purchase, the amount paid, and the reasons for your purchase.

ANSWER:

Objection is noted. Irrelevant – VIP Properties, LLC purchased the property at a judicial sale.

7. Describe in detail each improvement or alternation made to the Subject Property since your initial purchase, including the date of the improvement or alteration, the amount paid, the identity of each person or entity who performed the work, and the reason for each improvement or alteration.

ANSWER:

In 2012:

a) **VIP Properties, LLC paid $4,000 for cleaning the entire property.**
b) **VIP Properties, LLC also paid insurance expenses in the amount of $2,020.00.**

In 2013:

a) **VIP Properties, LLC paid back property taxes in the amount of $22,434.91 and paid 2013 property taxes in the amount of $5,404.00.**
b) **VIP Properties, LLC paid insurance fees in the amount of $1,200.00 and legal and professional fees in the amount of $1,700.00.**

In 2014:

a) **VIP Properties, LLC paid for repairs and maintenance of the property in the amount of $4,405.00.**
b) **VIP Properties, LLC paid for utilities in the amount of $390.00.**
c) **VIP Properties, LLC paid property taxes in the amount of $5,362.00.**
d) **VIP Properties, LLC paid legal and professional fees in the amount of $1,890.00.**

In 2015:

a) **VIP Properties, LLC paid property taxes in the amount of $6,021.50.**
b) **VIP Properties, LLC paid for repairs and maintenance of the property in the amount of $5,870.00.**
c) **VIP Properties, LLC paid for utilities in the amount of $420.00.**
d) **VIP Properties, LLC paid legal and professional fees in the amount of $1,650.00.**

8. Describe in detail your past and current use of the Subject Property, including any money, income or thing of value (collectively "Payment") received from or because of the Subject Property (such as rental income), the reason for each Payment, the dates of each Payment,

and the identity of each person or entity making each Payment.

ANSWER:

In 2013:

a) VIP Properties, LLC collected rent from tenant in the amount of $5,385.00.

9. Describe in detail your intended future use of the Subject Property, including your plans for future improvements, development, or entitlement, if any, and the actions taken to effectuate those plans.

ANSWER:

VIP Properties, LLC intends to sell the property located at 3202 Phils Lane for its highest and best use.

Signature

Print Name: Maria Chavez

Title: Manager

JASON ANDREW CARPENTER
Notary Public, State of Florida
Commission# FF 170159
My comm. expires Oct. 20, 2018

STATE OF FLORIDA)

COUNTY OF ORANGE)

BEFORE me personally appeared , as
(Name of Person Making Statement)

the Maria Chavez, who first being duly sworn, states
(Title of Person Making Statement)

under oath that the facts set forth in the above Answers to Interrogatories are true and correct to the best of his or her knowledge and that said answers are given under oath.

SWORN TO AND SUBSCRIBED before me this 12th day of January, 2016,

by Maria Chavez.
(Name of Person Making Statement)

Personally Known [ ] OR Produced Identification [√], Type: FLSDL

Signature of Notary Public - State of Florida

JASON CARPENTER

Print, Type or Stamp Commissioned Name of Notary Public

120 SUMMARY OF SALIENT FACTS AND CONCLUSIONS

OWNER OF RECORD:	VIP Properties LLC
OWNER'S ADDRESS:	P.O. Box 5757 Winter Park, Florida 32793-5757
PROPERTY LOCATION:	3202 Phils Lane; west side of Phils Lane, approximately 1,320 feet north of Ponkan Road, Apopka, Orange County, Florida
INSPECTION DATE(S):	October 15, 2013, November 19, 2013, April 21, 2014, and August 14, 2014
ACCOMPANIED APPRAISER:	The property manager, Arman Rahvarian, was present at the scheduled inspection on October 15, 2013.
EXTENT OF INSPECTION:	The land and improvements were inspected from the interior and exterior of the site.
SIZE OF LAND:	
Before:	10.138 Acres
Taking:	.454 Acres (19,782 Square Feet)
Remainder:	9.684 Acres
DATE OF VALUE:	June 3, 2014
ZONING:	A-1, Citrus Rural District (Agricultural) (Orange County)
PRESENT USE:	Office building
HIGHEST AND BEST USE:	Vacant – Rural residential or agricultural development Improved – Continued plant nursery use
RIGHTS OR INTERESTS APPRAISED:	Market value of the fee simple interest for the part taken, plus damages to the remainder, if any.

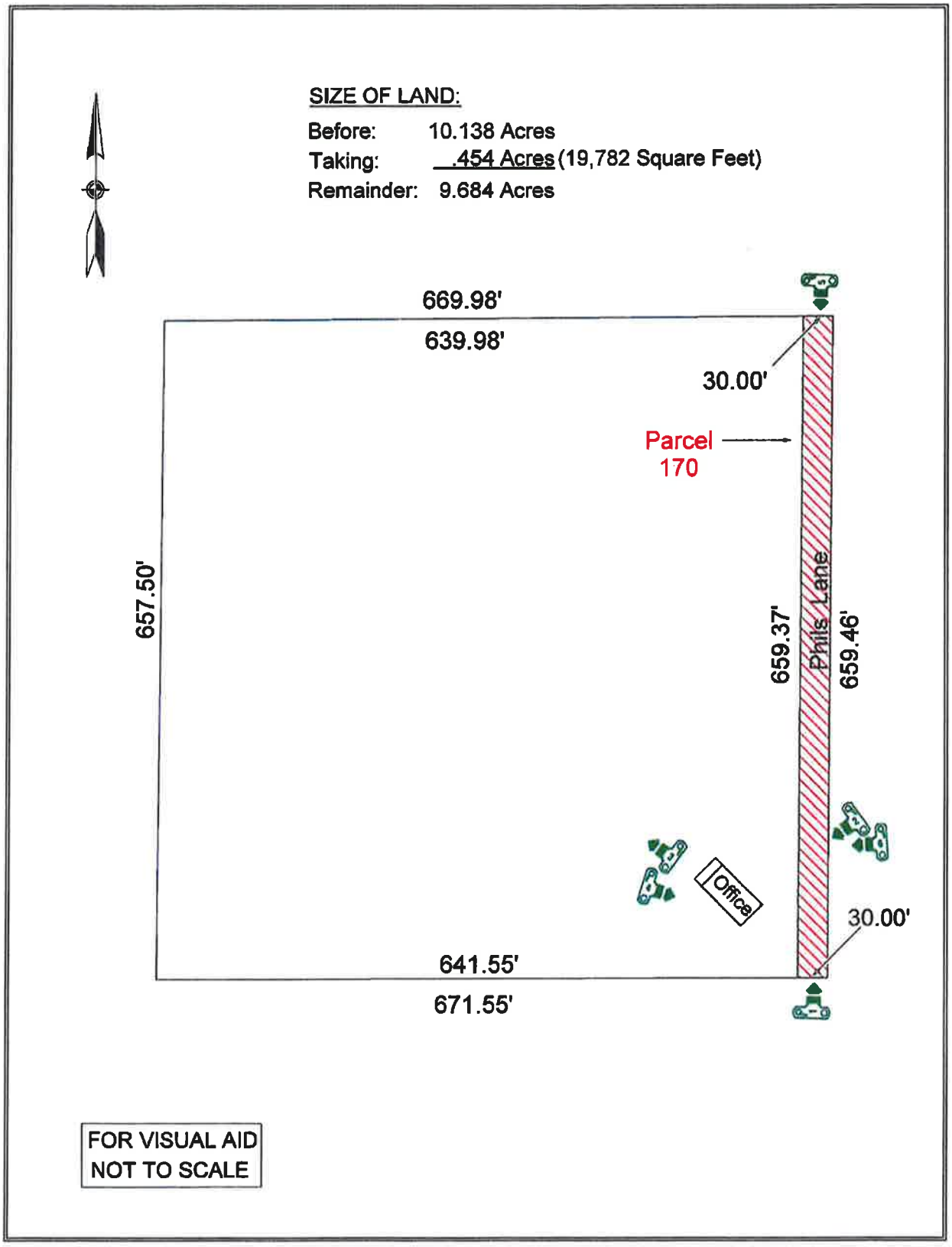
EXHIBIT C

PHOTOGRAPHS OF SUBJECT
PARCEL 170

1. LOOKING NORTH AT THE FRONTAGE ALONG PHILS LANE (INGRESS/EGRESS EASEMENT)

2. LOOKING SOUTHWEST AT THE OFFICE BUILDING

Photographs Taken By:
David K. Hall
August 14, 2014



PARCEL SKETCH
PARCEL 170

AERIAL PHOTO
PARCEL 170

PUBLIC DISCLOSURE AFFIDAVIT OF INTERESTS IN REAL PROPERTY

TO: JOSEPH A. BERENIS, Deputy Executive Director
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, under the laws of the State of Florida

FROM: *VIP PROPERTIES LLC

SUBJECT: Parcel 170 as more particularly described on **EXHIBIT "A"** attached to this Disclosure (the "Property")

Please be advised that the undersigned, after diligent search and inquiry, states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of June 3, 2014 is as follows:

Name	**Address**	**Percentage of Ownership**
ARMAN RAHBASIAN	P.O. Box 5757 Winter Park, FL 32793	98%
MARIA CHAVEZ	P.O. Box 5757 Winter Park, FL 32793	2%

(Please see attached sheet for additional names, addresses and percentage of ownership.)

I swear and affirm that the information furnished in this Disclosure is accurate as of the date of the date first written above, and I agree to promptly disclose any changes in the information contained in this Disclosure, or any errors in such information.

This Disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This Disclosure is made pursuant to Section 286.23, *Florida Statutes* (2014), in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[SIGNATURE AND NOTARY ON NEXT PAGE]

EXHIBIT D

* AMPA, LLLP, a Florida Limited Liability Limited Partnership is the 100% owner of VIP PROPERTIES, LLC

VIP PROPERTIES, LLC

By: _____

Its: Member/Manager

Date: 10-2-14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2 day of October, 2014, by Arman Rahbarian, as Member/Manager for VIP PROPERTIES, LLC, who is personally known to me or has produced _____ Drivers License as identification and who did/did not take an oath.

MELANIE D. RICHMOND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE877712
Expires 2/24/2017

Melanie D. Richmond
(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

ORLDOCS 13547571 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 SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND RAILROAD SPIKE WITH NO IDENTIFICATION MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°27'56" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 2004.61 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°22'55" WEST ALONG SAID EAST LINE, A DISTANCE OF 659.26 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°22'55"WEST ALONG SAID EAST LINE, A DISTANCE OF 659.46 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER AS MONUMENTED AND OCCUPIED; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°50'02"WEST ALONG SAID SOUTH LINE, A DISTANCE OF 30.00 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°22'55"EAST, A DISTANCE OF 659.37 FEET TO A POINT ON AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°39'52"EAST ALONG SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 19782 SQUARE FEET, 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. 2037-2935457 DATED 03/28/2013.

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		= SECTION
CH	= CHORD LENGTH	L	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT	TOTP	= TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR.	= CORNER	L.A.	= LIMITED ACCESS	PROJ.	= PROJECT	W/	= WITH
(C)	= CALCULATED DISTANCE	LB	= LICENSED SURVEY BUSINESS	P.T.	= POINT OF TANGENCY	℄	= PROPERTY LINE
D.B.	= DEED BOOK	LT	= LEFT	(P)	= PLAT		= SAME PROPERTY OWNER
EASMT	= EASEMENT	NO.	= NUMBER	R	= RADIUS	Δ	= DELTA (CENTRAL ANGLE)
EXIST.	= EXISTING	O.R.B.	= OFFICIAL RECORDS BOOK	R.B.M.	= ROAD BOND MAP	↑ ↓	= CHANGE IN DIRECTION
FND.	= FOUND	P.C.	= POINT OF CURVATURE	RT	= RIGHT		= LIMITED ACCESS R/W LINE
FPC	= FLORIDA POWER CORPORATION	PG./PGS.	= PAGE / PAGES	R/W	= RIGHT OF WAY		= R/W LINE
(F)	= FIELD DISTANCE						

DATE	NOVEMBER 26, 2013		
DRAWN BY	M.ROLLINS		
CHECKED BY	S.WARE		
BSA PROJECT NO.	8431-13		
REVISION	BY	DATE	

CERTIFICATION OF AUTHORIZATION No. LB 1213

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 843-5120
FAX 407-648-8864

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

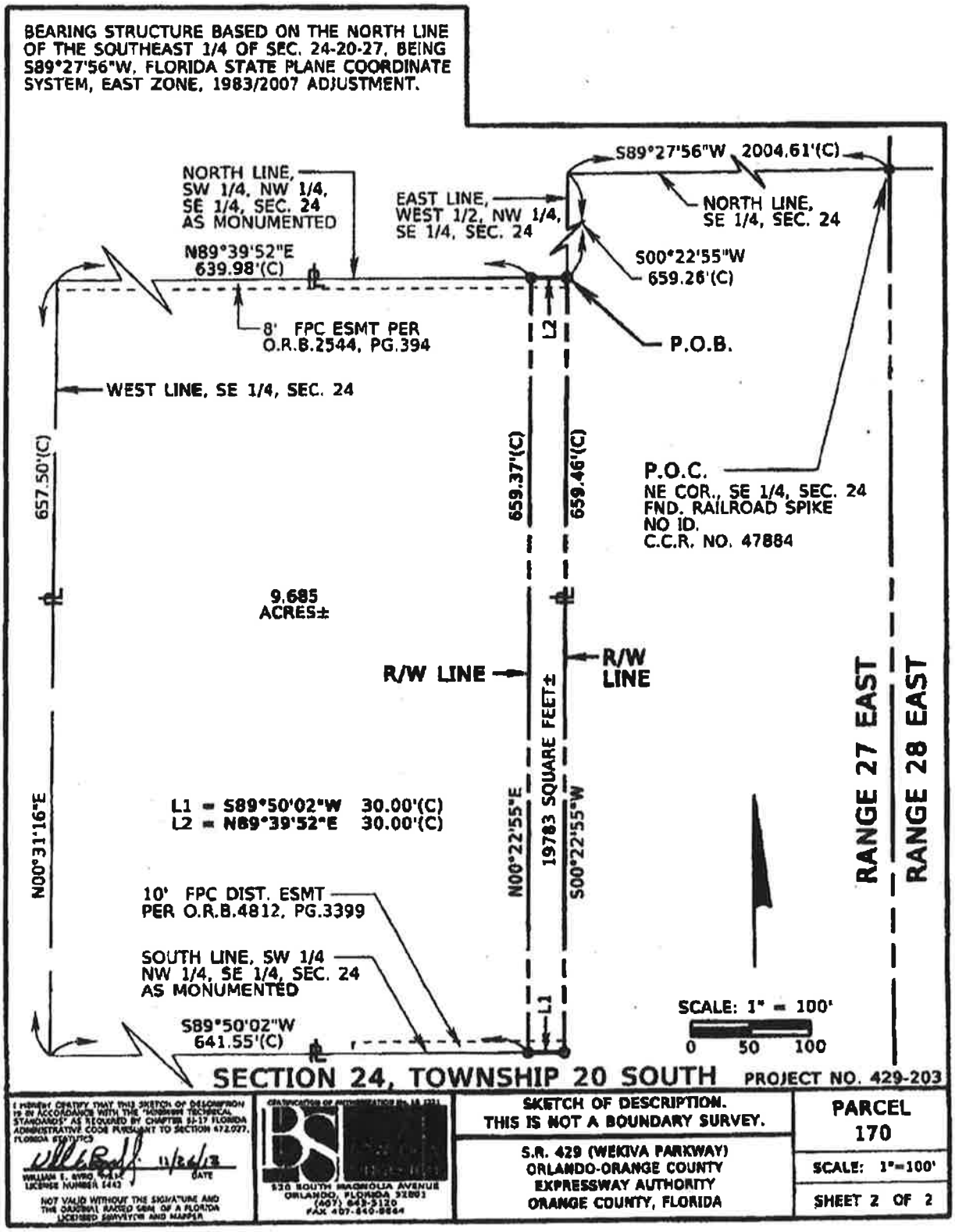
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 170

SCALE: N/A

SHEET 1 OF 2

EXHIBIT "A"



I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY CHAPTER 61-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

11/26/13

WILLIAM E. BYRD, P.S.M.
LICENSE NUMBER 5443
DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BS
CERTIFICATE OF AUTHORIZATION No. LB 3331
630 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 648-3120
FAX 407-840-9864

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 170

SCALE: 1"=100'

SHEET 2 OF 2

CONSENT AGENDA ITEM

#29

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel
Glenn Pressimone, Director of Engineering

DATE: February 23, 2016

RE: *Central Florida Expressway Authority v. Orlando Beltway Associates, et al.*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 235
Owner: Orlando Beltway Associates
Location: 5401 Effie Drive, Apopka, Florida 32712
Size of Land: Before: 118.094± gross/net acres
Taken: 10.643± acres
Western Remainder: 50.937 acres
Eastern Remainder: 56.513 acres
Mediated Settlement Agreement

LIST OF INDIVIDUALS WITH A BENEFICIAL INTEREST IN ORLANDO BELTWAY ASSOCIATES

Orlando Beltway Associates – Plymouth Sorrento, LLC, is a limited liability company consisting of over 40 different owners. In order to check for conflicts of interest, a list of the individuals with beneficial interest in the company and Parcel 235 is attached hereto as **Exhibit A.**

INTRODUCTION

Prior to the taking, Orlando Beltway Associates ("OBA") owned a large tract of property along the west side of Plymouth Sorrento Road and the east side of Effie Road consisting of 118.094 acres. By deposit made on June 6, 2014, the Central Florida Expressway Authority ("CFX") acquired 10.643 acres from OBA and bisected the property into two non-contiguous 50-plus acre tracts.

SUMMARY OF CFX'S APPRAISAL REPORT

Walter N. Carpenter, Jr., MAI, CRE, was retained by CFX to appraise the property. He concluded that the highest and best use of the parent tract is currently for agricultural/residential use and to hold for future low-density residential development until demand permits. Using the comparable sales approach, Mr. Carpenter considered sales ranging from $19,826 to $78,969 per acre and estimated the market value of the parent tract and the part taken at $60,000 per acre. As of June 6, 2014, Mr. Carpenter estimated the market value for Parcel 235 as follows:

	Appraised Value
Land Taken (10.643 acres @ $60,000/ac)	$ 638,600
Improvements	$ 0
Damages, Eastern Remainder (56.513 acres, 15% reduction)	$ 508,640
Damages, Western Remainder (50.937 acres)	$ 0
Cost to Cure	$ 0
Total for Parcel 235	**$1,147,240**

With respect to severance damages, the taking bisects the parent tract into two non-contiguous remainders. The eastern remainder will retain its access along Plymouth Sorrento Road, but will be reduced in size to 56.513± gross acres and will have a depth of 2,057.51 to 2,091.52 feet between the eastern border along Plymouth Sorrento Road and the limited access right-of-way line of the Wekiva Parkway along its western border. The western remainder will be approximately 50.937 gross acres and will retain the same frontage along Effie Drive as it did before the taking.

Both remainders are within the City of Apopka's Wekiva Parkway Interchange Plan. The eastern remainder is designated as Transitional, which designation includes medium densities in the form of townhouses, apartments, condominiums and offices. The expected density in the Transitional District would accommodate between 5 to 15 dwelling units per acre depending on the location. In contrast, the western remainder is designated as Employment District, which incorporates industrial, large institutional, and office uses.

Based upon the proposed residential uses of the eastern remainder, Mr. Carpenter estimated the eastern remainder would incur severance damages of 15% of the value of the eastern remainder. Mr. Carpenter concluded that the western remainder would not experience severance damages because the uses would have a higher density and include mixed-used development, such as office and light industrial commercial, which uses would not be impacted by the proximity of the expressway.

SUMMARY OF THE OWNERS' APPRAISAL REPORT, EXPERT FEES, ATTORNEY'S FEES AND COSTS

Mr. Dreggors was retained by OBA to appraise the property. The property is currently zoned RCE-2 (Rural Country Estate 2 District) and ZIP (Zoning in Progress) with a future land use of Rural/Agricultural. Mr. Dreggors noted that the property was annexed into the City of Apopka and is located within the City of Apopka's Wekiva Parkway Interchange Study Area

within the Employment, Transition and Neighborhood Districts. The Employment District has a maximum density of up to 7.5 units per acre. The Transitional Area has a maximum density of up to 15 units per acre. The Neighborhood District has a maximum density of up to 5 units per acre. Mr. Dreggors concludes that the highest and best use of the property as vacant would be for residential development.

According to Mr. Dreggors, the comparable sales range in price from roughly $75,000 to $160,000. Mr. Dreggors estimated the value of the land at $80,000 per acre for a value of the parent tract of $9,446,400. He estimated the value of Parcel 235 to be **$5,700,100**, based upon the sum of the following:

	Appraised Value
Land Taken (10.643 acres @ $80,000/ac)	$ 851,400
Improvements	$ 0
Damages, Eastern Remainder (56.51 acres, 45% reduction)	$2,034,400
Damages, Western Remainder (50.937 acres, valued at $24,750, 45% reduction)	$2,814,300
Cost to Cure	$ 0
Total for Parcel 235	**$5,700,100**

Regarding severance damages, Mr. Dreggors concludes that there are negative impacts due to the taking, including the bisection of the property, inferior access, increased development costs, and proximity damages. The eastern remainder is now adjacent to an elevated expressway that will be 15 feet to 30 feet above the west side of the eastern remainder. The downward slope towards the east will exacerbate the height of the elevated expressway. The eastern remainder will have higher development costs on an overall basis. Mr. Dreggors concludes that there is a 45% reduction in value for the eastern remainder, thereby decreasing the value from $80,000 to $44,000 per acre.

Similarly, the western remainder is now adjacent to an elevated expressway that will be 4.5 feet to 17.5 feet above the elevation of the remainder. According to OBA, access to the western remainder has diminished. Before the taking, the western remainder had access from both Plymouth Sorrento Road and Effie Road. Now, the western remainder only has access from Effie Road. According to Mr. Dreggors, the diminished access of the western remainder after the taking limits the use of the western remainder to rural residential or agricultural uses. William E. Tipton, Jr., estimated the cost to improve Effie Drive at approximately $478,500. He indicated that the storm water retention area would need to be located at the existing low point,

which is approximately 500 feet south of the western remainder on a parcel of land not owned or controlled by OBA.

Consequently, Mr. Dreggors concludes that the western remainder has a highest and best use that will be limited to rural residential and suffer increased development costs. Mr. Dreggors then valued the western remainder with comparable sales ranging from $39,000 to $50,000, and estimated the value to be $45,000 per acre. In addition to the lower per acre value of the western remainder, Mr. Dreggors added severance damages to the western remainder of 45%, resulting in a value of $24,750 per acre.

ANALYSIS

The biggest issue in this case involved severance damages. Regarding the eastern remainder, Mr. Carpenter estimated severance damages at 15% or $508,640 based upon $60,000 per acre; whereas, Mr. Dreggors estimated severance damages at 45% or $2,034,400 based upon $80,000 per acre for the 56.51-acre remainder. Regarding the western remainder, Mr. Carpenter concluded there were no severance damages; whereas, Mr. Dreggors not only estimated severance damages to be 45% of the value of the 50.937-acre remainder, but also reduced the value of the land from $80,000 per acre to $45,000 per acre by finding that the highest and best use would be less intense in the after due to the more limited access from Effie Road. Mr. Dreggors estimated the severance damages to be $2,814,300. The credibility of the experts and reasonableness of their opinions are issues of fact for the jury to decide, rather than questions of law.

In addition to full compensation to the owner for the property taken, CFX is liable for the owner's attorney's fees, expert fees, and costs. Pursuant to section 73.092 of the Florida Statutes, the owners' attorney's fee is based on 33% of any benefit up to $250,000, plus 25% of any portion of the benefit between $250,000 and $1 million, plus 20% of any portion of the benefit exceeding $1 million. With a first offer of $1,147,240, and using OBA's estimate of value, the maximum monetary benefit is $4,552,860, representing an attorney's fee award of $82,500 plus $187,500 plus $710,572, for a total statutory attorney fee award of **$980,572,** assuming the worst case scenario for CFX.

Regarding expert fees, OBA indicated that it had incurred expert fees and costs in the amount of $50,000. CFX has received the following invoices:

Calhoun Dreggors & Associates	$31,906
Tipton Associates Inc.	$ 5,404
VHB (Jim Hall)	$14,247
Total	**$51,557**

In contrast, Pinel & Carpenter received approximately $13,119 and the review appraiser billed approximately $8,478.

At the mediation on December 11, 2015, the parties reached a tentative mediated settlement agreement, subject to the approval of the Right of Way Committee and the CFX Board. Although the proposed settlement is not broken into components, a settlement in the amount of $2,765,000 roughly represents full compensation to the owner of $2.4 million, plus statutory attorney's fees of $321,000, plus expert fees in the amount of $45,000. Given that the total exposure to CFX in this case is approaching $7 million, if not beyond depending on the ultimate trial positions and the cost of a trial, a resolution of roughly 40% of the amount demanded by the property owner is reasonable and prudent.

REQUEST

We request the Board approve the Committee's recommendation for a settlement in the amount of **$2,765,000**, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim, subject to apportionment, if any.

ATTACHMENTS

Attached are copies of the following:

A. List of the Individuals with a Beneficial Interest in Orlando Beltway or Parcel 235.
B. Aerial of the Subject Property
C. Construction Plans
D. Mediated Settlement Agreement
E. Invoices from the Owner's Experts

PUBLIC DISCLOSURE AFFIDAVIT OF INTERESTS IN REAL PROPERTY

TO: JOSEPH A. BERENIS, Deputy Executive Director
CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, under the laws of the State of Florida

FROM: ORLANDO BELTWAY ASSOCIATES – PLYMOUTH SORRENTO, LLC

SUBJECT: Parcel 235 as more particularly described on EXHIBIT "A" attached to this Disclosure (the "Property")

Please be advised that the undersigned, after diligent search and inquiry, states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of June 6, 2014 is as follows:

Name	Address	Percentage of Ownership
Mukesh B. Amin	671 E. Lehigh Dr. Deltona FL 32738	0.9900%
Jane F. Beougher	331 Pickering Court Longwood FL 32779-4524	1.9800%
James R. Brake & Fay C. Brake	1148 Royal Gardens Circle Lake Mary, FL 32746-1417	1.9800%
Patricia B. Burgoon	11 Dove Plum Road Vero Beach FL 32963	11.8800%
Richard R. Burgoon, Trustee	11 Dove Plum Road Vero Beach FL 32963	1.9800%
Preston W. & Carmen R. Colona	1125 Hall Lane Orlando FL 32809	5.9400%
W T Cox Jr. Martial Trust	PO Box 531002 Orlando, FL 32835	9.9000%
Thomas M. & Mary A. Dutko	214 Doverwood Road Fern Park FL 32730	0.9900%
Herman J. & Brenda C. Edwards	4513 Rock Hill Loop Apopka FL 32712-4798	0.9900%
NTC & Co/David C. Holder	PO Box 173859 Denver CO 80217-3859	1.9800%
Richard Ericson & Nancy J. Ericson	6664 Woodview Court Downers Grove, IL 60516	1.9800%
Richard E. Hanna, Trustee	5445 Lake Jessamine Drive Orlando FL 32809	1.9800%

EXHIBIT A

James W. Heavener	3300 University Blvd. Winter Park FL 32792	10.8900%
Sandra L. Robertson	136 N. Atlas Drive Apopka FL 32703	0.4950%
Grace M. Stephenson	473 Arrowmount Place Lake Mary FL 32746	0.4950%
Charles E. Hulbert	23332 Oak Prairie Circle Sorrento FL 32776	0.4950%
James L. Hulbert	2270 Coldstream Drive Winter Park FL 32792	0.4950%
James A. Lee & Alene M. Lee	650 Main Street Altamonte Springs FL 32701	1.9800%
Myra Lee Revocable Trust	54 Country Club Road Cocoa Beach FL 32931	1.9800%
David W. & Sharon I. Manning	241 Carolyn Drive Oviedo FL 32765-9217	1.9800%
Bruce D. & Nancy McAllister	1400 Green Cove Road Winter Park FL 32789	9.9000%
Louis C. Murray, Jr.	1123 Salerno Court Orlando, FL 32806	0.3300%
John V. Murray	1129 Old Eustis Road Mount Dora, FL 32757	0.3300%
Thomas J. Murray	1207 Sweetbriar Road Orlando, FL 32806	0.3300%
Josephine E. Swisher	1106 Cheetah Trail Winter Springs, FL 32708	0.3300%
Mary R. Santucci	74A Meadow Hills Road Barrington Hills, Illinois 60010	0.3300%
Stephen B. Murray	5800 Westmont Drive Plano, Texas 75093	0.3300%
Gaylin L. Olson	Box 357956 Gainesville, FL 32635	1.9800%
Prashant & Jaimini K. Patel	214 SW Palm Cove Drive Palm City FL 34990-4341	0.9900%
Peter V. Placenti, Trustee	3050 Dee Street Apopka, FL 32703	1.9800%
Samuel H. Pinder, Jr.	160 N. Lake Triplet Lake Drive Casselberry FL 32707	1.9800%

NTC & CO/Wayne I Anderson	PO Box 1151 Apopka FL 32704-1151	1.9800%
Joseph F. Bert	1111 Douglas Avenue Altamonte Springs FL 32714	0.9900%
Charles J. Mitchell, Jr.	165 Spring Chase Circle Altamonte Springs FL 32714	3.9500%
David & Olena Pierce, Trustees	15227 Thoroughbred Lane Montverde FL 34756	1.0000%
NTC & CO/Joan H. Nohava	PO Box 173859 Denver CO 80217-3859	1.9800%
Donald C. Warzocha	2551 Sweetwater Country Club Drive Apopka, FL 32712	0.9900%
Evelyn J. Rider, Trustee	19020 Lake Swatara Drive Eustis FL 32736	1.9800%
Margaret B. Simonds, Trustee	649 Belmoral Road Winter Park FL 32789	1.9800%
Gracia M. Smith	1140 S. Orlando Avenue #J-8 Maitland, FL 32751	1.9800%
James H. & Rebecca A. Wade	5119 Mt. Plymouth Road Apopka FL 32712	1.9800%
James W. Heavener	3300 University Blvd. Winter Park FL 32792	0.5000%
Patrick M. Morley	342 Oiolu Drive Winter Park FL 32789	0.500%

(Please see attached sheet for additional names, addresses and percentage of ownership.)

I swear and affirm that the information furnished in this Disclosure is accurate as of the date of the date first written above, and I agree to promptly disclose any changes in the information contained in this Disclosure, or any errors in such information.

This Disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This Disclosure is made pursuant to Section 286.23, *Florida Statutes* (2014), in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[SIGNATURE AND NOTARY ON NEXT PAGE]

ORLANDO BELTWAY ASSOCIATES – PLYMOUTH SORRENTO, LLC

By: _____

Its: Managing Member

Date: 8/5/2014

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of August, 2014, by Patrick Murray, as Managing Member for ORLANDO BELTWAY ASSOCIATES – PLYMOUTH SORRENTO, LLC, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
(Signature of Notary Public)

Kimberly A. Massari
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: EE036717
My commission expires: 10-24-2014

NOTARY PUBLIC-STATE OF FLORIDA
Kimberly A. Massari
Commission # EE036717
Expires: OCT. 24, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

ORLDOCS 13548555 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1/2" IRON ROD WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°09'57" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1325.55 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF SAID SOUTHEAST QUARTER; THENCE DEPARTING SAID EAST LINE RUN SOUTH 88°46'43" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 2087.51 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°46'43" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 450.01 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2197.83 FEET, A CHORD DISTANCE OF 247.02 FEET AND A CHORD BEARING OF NORTH 06°51'52" EAST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°26'35", A DISTANCE OF 247.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 03°38'35" EAST, A DISTANCE OF 342.19 FEET; THENCE NORTH 00°21'25" WEST, A DISTANCE OF 75.40 FEET; THENCE NORTH 06°15'48" WEST, A DISTANCE OF 245.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1632.00 FEET, A CHORD DISTANCE OF 244.12 FEET AND A CHORD BEARING OF NORTH 01°58'26" WEST; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°34'43", A DISTANCE OF 244.35 FEET; THENCE DEPARTING SAID CURVE RUN NORTH 89°11'19" EAST, A DISTANCE OF 16.34 FEET; THENCE NORTH 00°48'41" WEST, A DISTANCE OF 39.94 FEET; THENCE NORTH 89°12'07" EAST, A DISTANCE OF 387.68 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 3300.00 FEET, A CHORD DISTANCE OF 173.05 FEET AND A CHORD BEARING OF SOUTH 01°08'44" WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'18", A DISTANCE OF 173.07 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°21'25" EAST, A DISTANCE OF 797.27 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2750.79 FEET, A CHORD DISTANCE OF 217.84 FEET AND A CHORD BEARING OF SOUTH 07°45'07" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°32'18", A DISTANCE OF 217.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.643 ACRES, MORE OR LESS

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

NOTE:
THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY AS TO FILE NO. 2037-2770601 DATED 07/03/2012

LEGEND & ABBREVIATIONS

CB	= CHORD BEARING					(R)	= RADIAL
C.C.R.	= CERTIFIED CORNER RECORD	ID.	= IDENTIFICATION	P.I.	= POINT OF INTERSECTION	SEC.	= SECTION
CH	= CHORD LENGTH	I.R.	= IRON ROD	P.O.B.	= POINT OF BEGINNING	TIITF	= TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
COR.	= CORNER	L	= ARC LENGTH	P.O.C.	= POINT OF COMMENCEMENT		
(C)	= CALCULATED DISTANCE	L.A.	= LIMITED ACCESS	PROJ.	= PROJECT	W	= WITH
O.R.	= DEED BOOK	LB	= LICENSED SURVEY BUSINESS	P.T.	= POINT OF TANGENCY	℄	= PROPERTY LINE
EASMT	= EASEMENT	LT	= LEFT	PI	= PLAT	⫽	= SAME PROPERTY OWNER
EXIST.	= EXISTING	NO.	= NUMBER	R	= RADIUS	Δ	= DELTA (CENTRAL ANGLE)
FND.	= FOUND	O.R.B.	= OFFICIAL RECORDS BOOK	R/W	= ROAD RIGHT OF WAY	↺	= CHANGE IN DIRECTION
FPC	= FLORIDA POWER CORPORATION	P.C.	= POINT OF CURVATURE	S.R.	= ROAD RIGHT OF WAY		= LIMITED ACCESS R/W LINE
(F)	= FIELD DISTANCE	PG./PGS.	= PAGE / PAGES	SWY	= SERVICE WAY		= R/W LINE

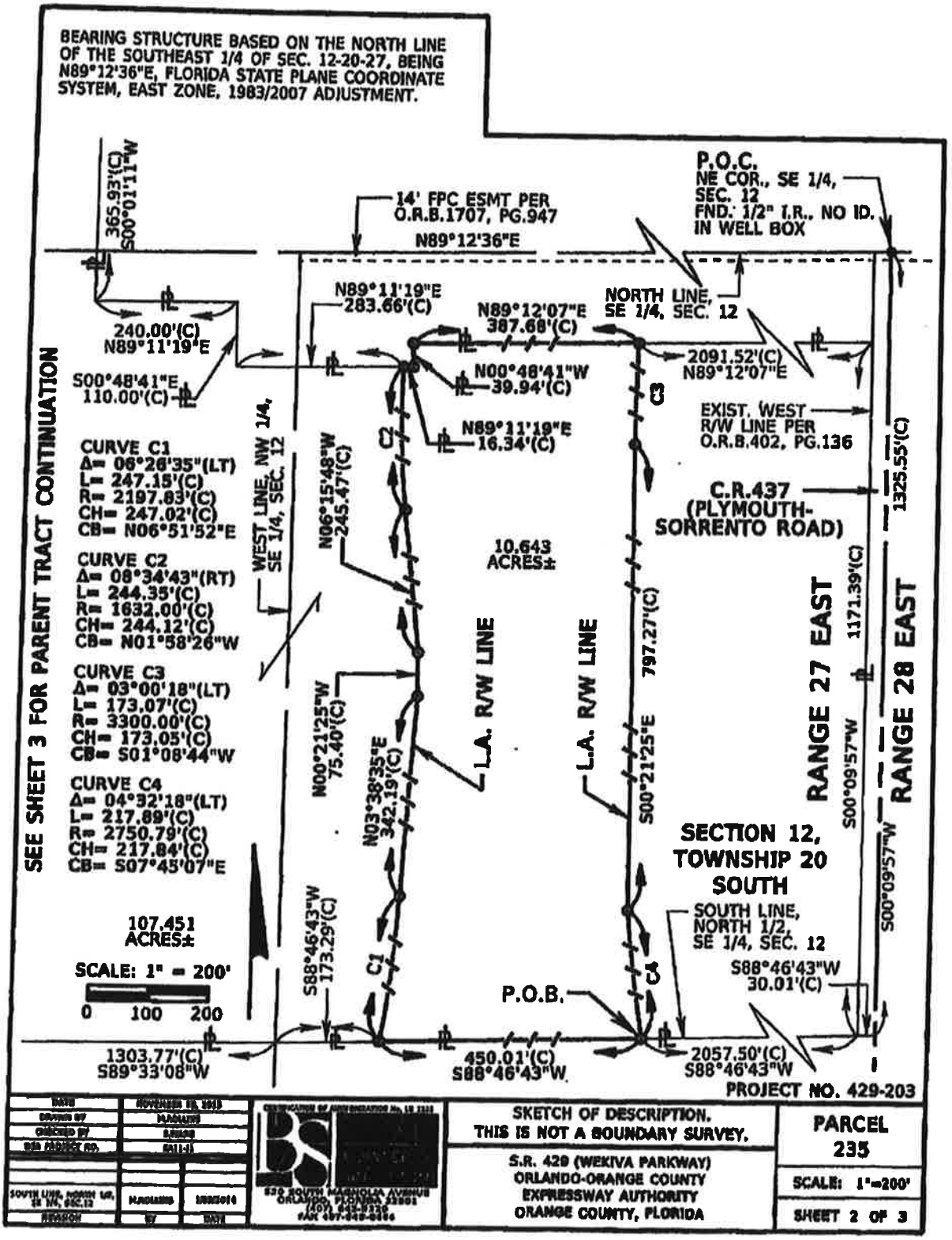
DATE	NOVEMBER 16, 2012	BSI BOWYER SINGLETON & ASSOCIATES, INC. 920 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-849-8884	SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
DRAWN BY	MARQUARDT		
CHECKED BY	EVANS		
BSA PROJECT NO.	5431-11		
SOUTH LINE, NORTH 1/2, 20 1/4, SEC.12	MARQUARDT	1/03/2014	S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
REVISION	BY	DATE	

PARCEL 235

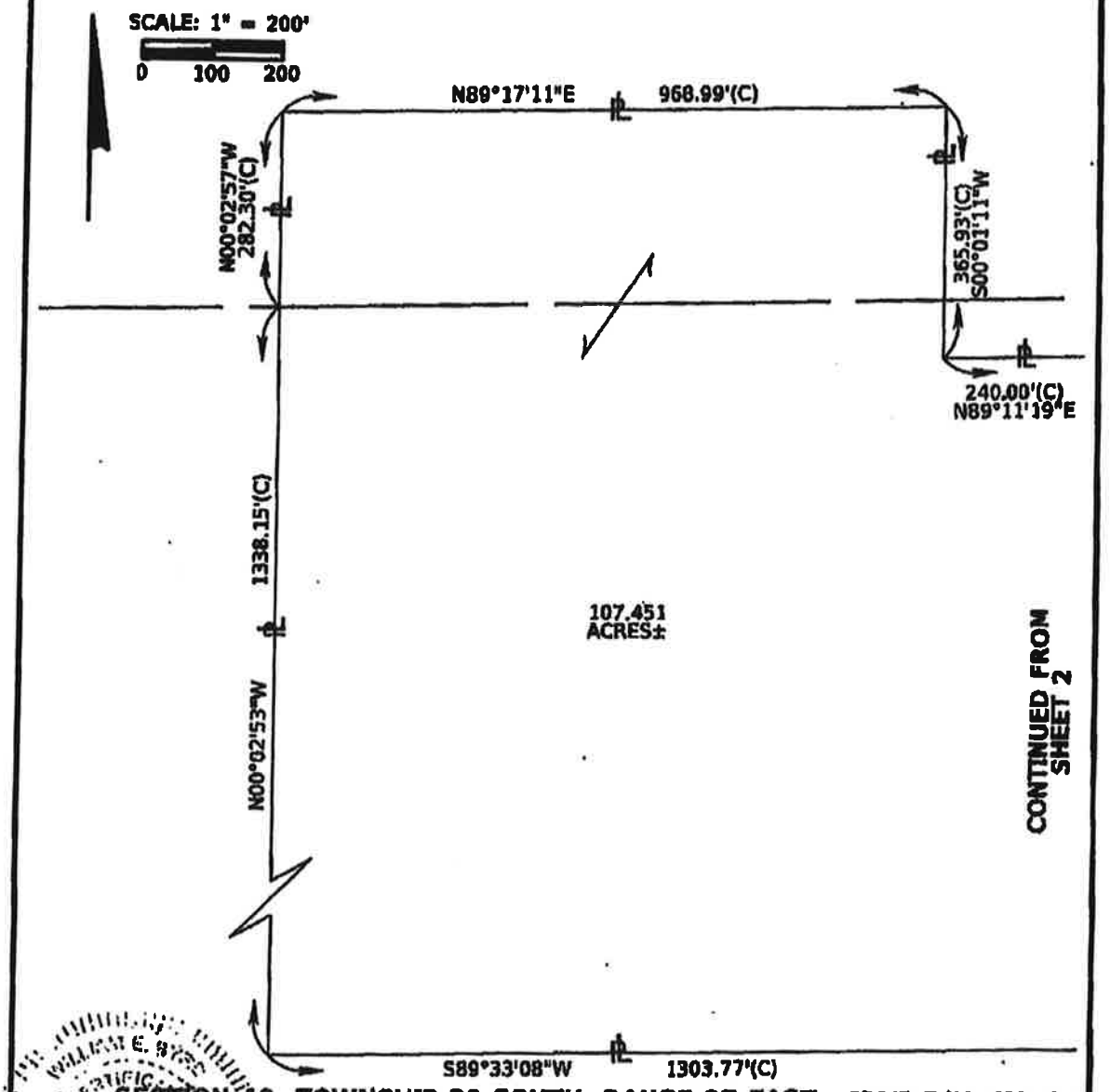
SCALE: NA

SHEET 1 OF 3

EXHIBIT "A"


BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N89°12'36"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.
SEE SHEET 3 FOR PARENT TRACT CONTINUATION
365.93'(C) S00°01'11"W
14' FPC ESMT PER O.R.B.1707, PG.947
N89°12'36"E
P.O.C. NE COR., SE 1/4, SEC. 12 FND. 1/2" I.R., NO ID. IN WELL BOX
N89°11'19"E 283.66'(C)
N89°12'07"E 387.68'(C)
NORTH LINE, SE 1/4, SEC. 12
240.00'(C) N89°11'19"E
S00°48'41"E 110.00'(C)
N00°48'41"W 39.94'(C)
2091.52'(C) N89°12'07"E
N89°11'19"E 16.34'(C)
EXIST. WEST R/W LINE PER O.R.B.402, PG.136
C.R.437 (PLYMOUTH-SORRENTO ROAD)
1325.55'(C)
CURVE C1
Δ= 06°26'35"(LT)
L= 247.15'(C)
R= 2197.83'(C)
CH= 247.02'(C)
CB= N06°51'52"E
CURVE C2
Δ= 08°34'43"(RT)
L= 244.35'(C)
R= 1632.00'(C)
CH= 244.12'(C)
CB= N01°58'26"W
CURVE C3
Δ= 03°00'18"(LT)
L= 173.07'(C)
R= 3300.00'(C)
CH= 173.05'(C)
CB= S01°08'44"W
CURVE C4
Δ= 04°32'18"(LT)
L= 217.89'(C)
R= 2750.79'(C)
CH= 217.84'(C)
CB= S07°45'07"E
WEST LINE, NW 1/4, SE 1/4, SEC. 12
N06°15'48"W 245.47'(C)
10.643 ACRES±
L.A. R/W LINE
L.A. R/W LINE
797.27'(C) S00°21'25"E
1171.39'(C) S00°09'57"W
RANGE 27 EAST
RANGE 28 EAST
S00°09'57"W
N00°21'25"W 75.40'(C)
N03°38'35"E 342.19'(C)
S88°46'43"W 173.29'(C)
107.451 ACRES±
SCALE: 1" = 200'
0 100 200
SECTION 12, TOWNSHIP 20 SOUTH
SOUTH LINE, NORTH 1/2, SE 1/4, SEC. 12
S88°46'43"W 30.01'(C)
P.O.B.
1303.77'(C) S89°33'08"W
450.01'(C) S88°46'43"W
2057.50'(C) S88°46'43"W
PROJECT NO. 429-203
SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.
S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
PARCEL 235
SCALE: 1"=200'
SHEET 2 OF 3

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 12-20-27, BEING N89°12'36"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.



SECTION 12, 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 SET FORTH BY CHAPTER 61G17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM E. BOSS
REGISTERED SURVEYOR AND MAPPER
LICENSE NUMBER 5154
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 1331

BSI
516 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
(407) 648-1119
FAX 407-648-9884

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.

S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

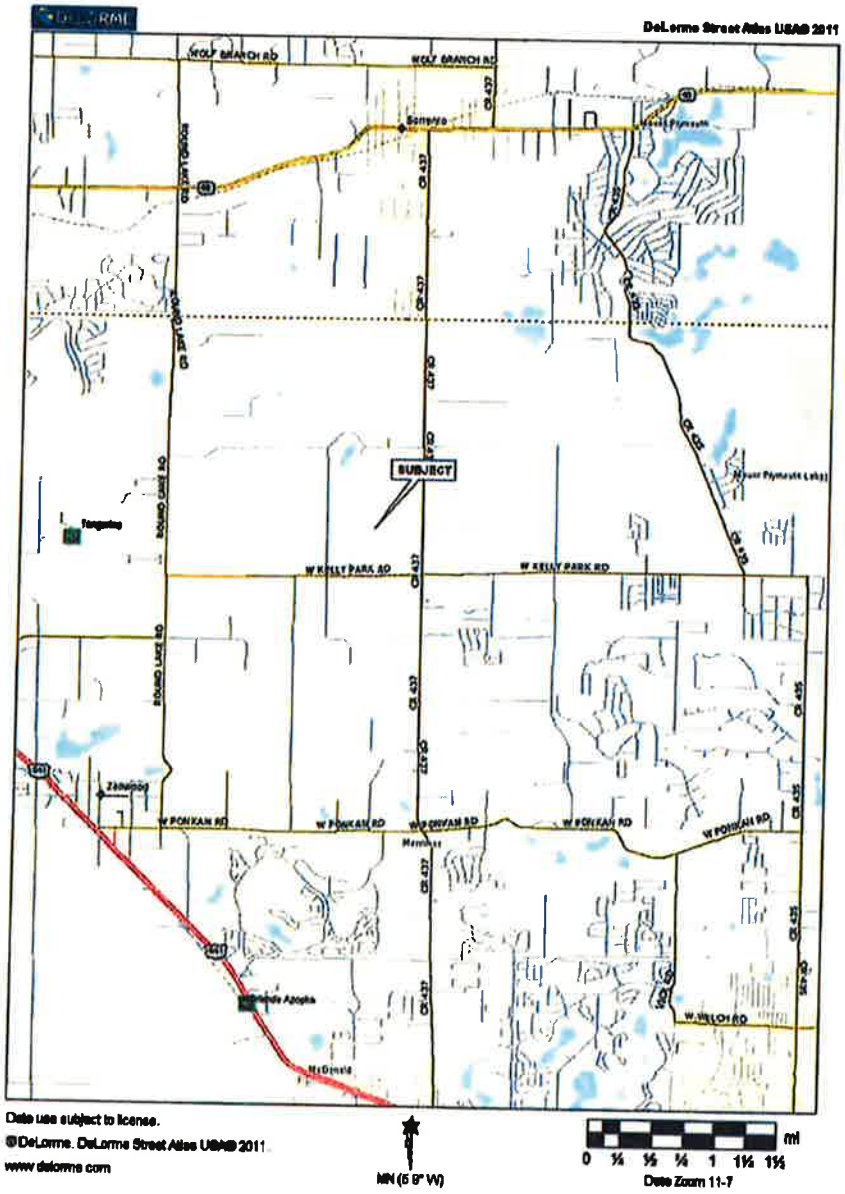
PARCEL
235

SCALE: 1"=200'

SHEET 3 OF 3

PARCEL NO.: PARCEL 235
OWNER: ORLANDO BELTWAY ASSOCIATES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

LOCATION MAP

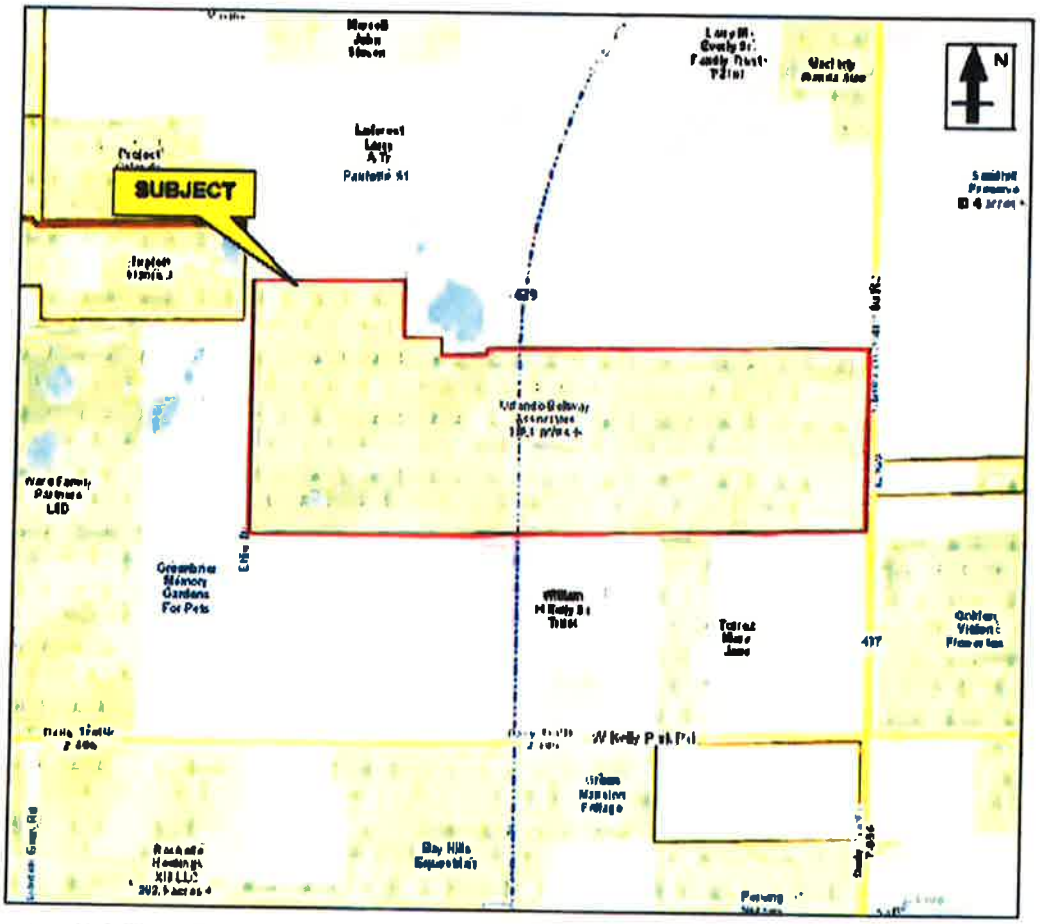


13-145A
COPYRIGHT 2013, PINEL & CARPENTER, INC.

EXHIBIT B

PARCEL NO.: PARCEL 235
OWNER: ORLANDO BELTWAY ASSOCIATES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

TAX MAP



Approximate Representation
Source: Orange County Property Appraiser

COPYRIGHT 2013, PINEL & CARPENTER, INC.

PARCEL NO.: PARCEL 235
OWNER: ORLANDO BELTWAY ASSOCIATES
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

AERIAL PHOTOGRAPH

Approximate Representation
Source: Orange County Property Appraiser

COPYRIGHT 2013, PINEL & CARPENTER, INC.

AERIAL PHOTOGRAPH

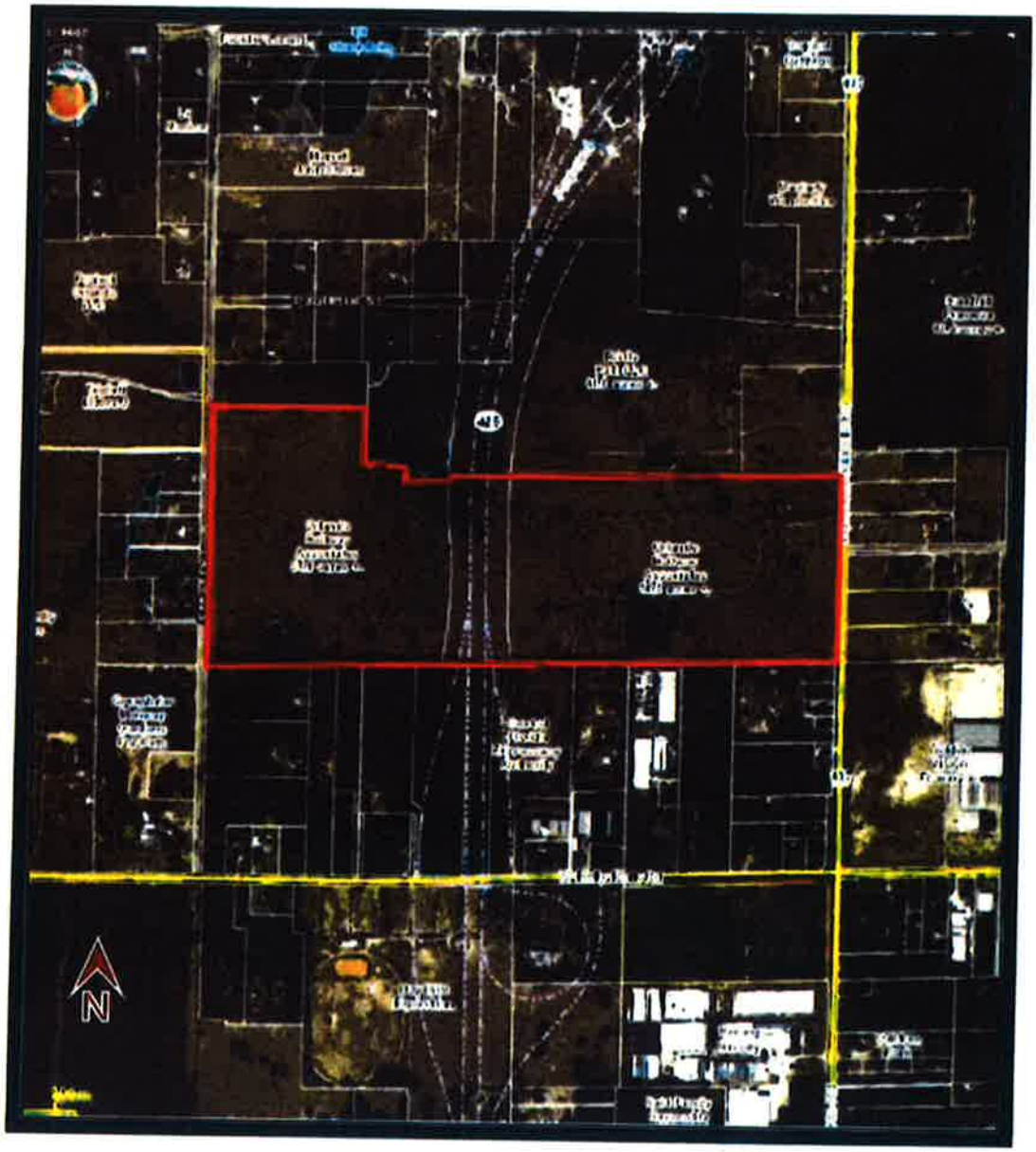


EXHIBIT C

PROPERTY SKETCH

Parcel No. 235
Wekiva Parkway Extension Project
Orange County

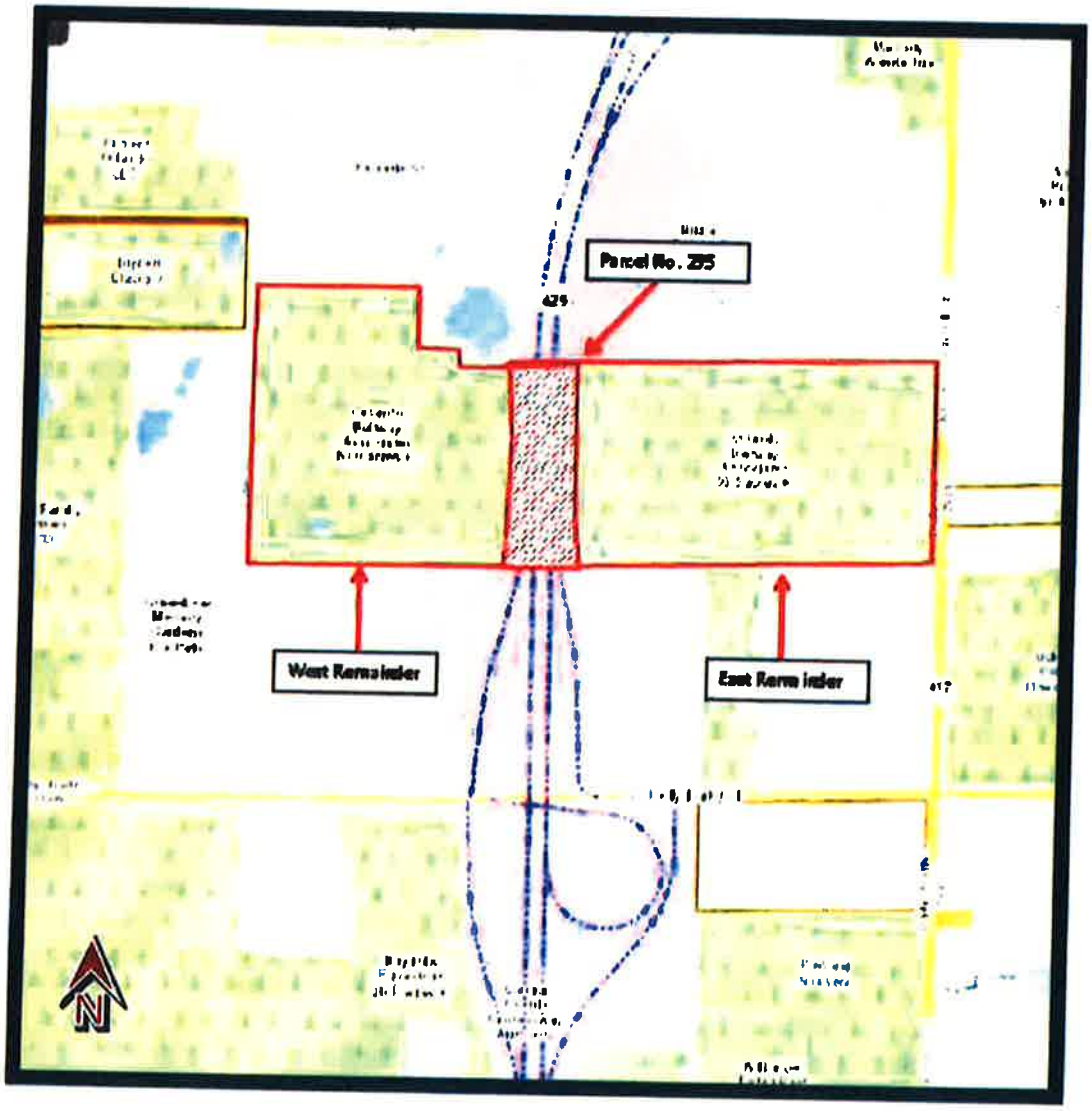
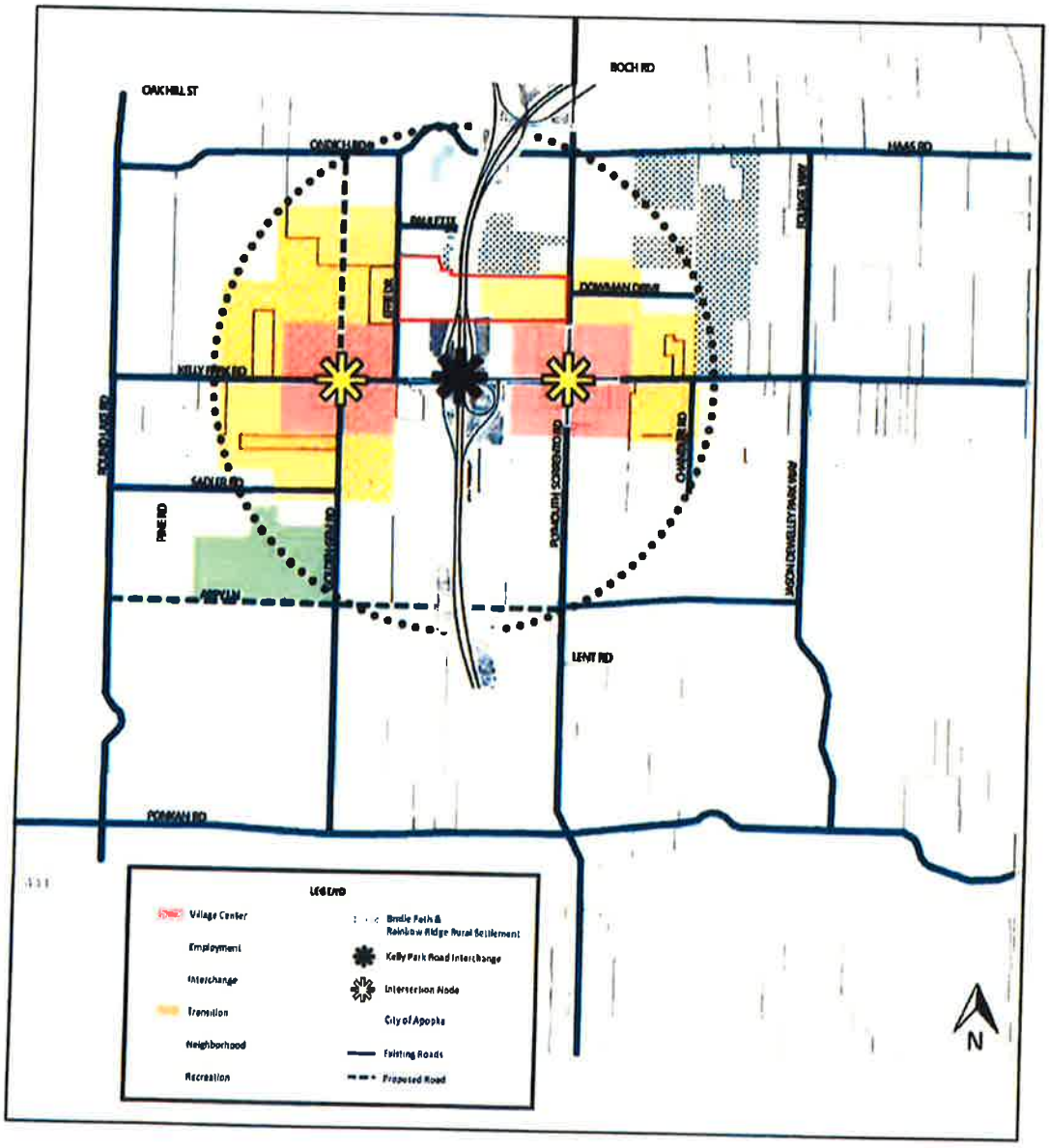


Figure 9: Wekiva Parkway Interchange Vision Plan (Map 15)



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

Petitioner,

vs.

ORLANDO BELTWAY ASSOCIATES-PLYMOUTH SORRENTO, LLC, et al,

Respondents.

_____/

CASE NO: 2014-CA-003590-O

Subdivision 39

Parcel 235

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on December 11, 2015, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent, **ORLANDO BELTWAY ASSOCIATES-PLYMOUTH SORRENTO, LLC,** ("Respondent") the sum of Two Million Seven Hundred Sixty-Five Thousands Dollars ($2,765,000), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 235, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim, subject to apportionment, if any.
2. Petitioner is entitled to a credit in the amount of One Million One Hundred Forty-Seven Thousand Two Hundred Forty Dollars ($1,147,240), which sum was previously deposited in the Registry of the Court in this case by Petitioner.
3. Petitioner will pay Respondent the balance due of One Million Six Hundred Seventeen Thousand Seven Hundred Sixty Dollars ($1,617,760), within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the aforesaid Stipulated Final Judgment from the Court.
4. This Agreement is contingent upon the delivery of signed expert reports and the approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors.
5. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this mediated settlement agreement by the CFX Board.
6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 235, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any

EXHIBIT D

other claim.

7. This Agreement, dated December 11, 2015, contain(s) all the agreements of the parties.

Glenn Pressimone, Director, for
Central Florida Expressway Authority

Charles J. Mitchell, Jr., for Owner
Orlando Beltway Associates – Plymouth Sorrento, LLC

Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority

Kurt Bauerle, Esq., for
Owner

Celeste F. Adorno, Esquire,
Mediator

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

December 9, 2015

Kurt T. Bauerle, Esq.
c/o Harris Harris Bauerle Ziegler Lopez
1201 East Robinson Street
Orlando, FL 32801

RE: **Owner:** **Orlando Beltway Associates**
Project: **Wekiva Parkway**
Parcel No.: **235**
County: **Orange**

INVOICE

Review subject information, meetings with owners and land planner, review CFX report, land sales research/analysis, review land sales, meetings with owners' representative, damage analysis of remainders, conferences with owner's representative, review land planning report, conference with engineer, review/write appraisal report, review appraisals of nearby parcels.

LaBarre:	5.50 Hrs. x $150/Hr. =	$ 825
Abrams:	87.25 Hrs. x $175/Hr. =	15,269
Dreggors:	57.50 Hrs. x $275/Hr. =	15,812
Total		**$31,906**

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

EXHIBIT E

OWNER	***ORLANDO BELTWAY ASSOC.***	**KIMBERLY LABARRE**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***235***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
12/02/15	PREPARING SALE WRITE-UPS AND EXHIBITS; VERIFYING LAND SALES.	5.50
	TOTAL HOURS	**5.50**

OWNER	***ORLANDO BELTWAY ASSOC.***	**COURTNEY ABRAMS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***235***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
12/15/14	REVIEW OF FILE AND CONDEMNOR APPRAISAL; ANALYSIS OF SUBJECT INFORMATION AND SALES.	3.50
12/17/14	MEETING WITH RICK TO DISCUSS FILE AND ISSUES CONCERNING SUBJECT PROPERTY AND EXPERTS NEEDED TO COMPLETE ANALYSIS.	1.00
12/18/14	UPDATE SALES RESEARCH/ANALYSIS OF SALES.	5.25
01/19/15	PREPARE FOR MEETING WITH EXPERTS.	1.75
01/21/15	RESEARCH SUBJECT DOCUMENTS/MAPS; SALES ANALYSIS.	6.75
01/22/15	PREPARED EXHIBITS FOR REPORT; ASSIST WITH APPRAISAL.	5.50
01/23/15	ANALYSIS OF SALES; ASSIST WITH APPRAISAL.	5.75
02/04/15	REVIEW OF ENGINEERING REPORT.	0.75
02/09/15	ANALYSIS OF SALES.	4.25
02/11/15	PREPARE FOR MEETING WITH EXPERTS AND OWNER.	2.75
02/12/15	MEETING WITH RICK TO REVIEW UPCOMING MEETING WITH EXPERTS; PREPARE DOCUMENTS/EXHIBITS FOR MEETING.	4.25
02/13/15	ATTEND MEETING WITH EXPERTS AND OWNERS.	2.75
02/17/15	MEETING WITH RICK TO REVIEW OUR PRELIMINARY ANALYSIS.	1.25
03/10/15	MEETING WITH RICK TO REVIEW OUR DATA.	0.50
06/17/15	ASSISTED WITH APPRAISAL; REVIEW OF LAND PLANNING REPORT; REVIEW WITH RICK.	3.50
06/25/15	MEETING WITH RICK TO REVIEW DAMAGES; ASSIST WITH APPRAISAL.	5.75
06/26/15	INSPECTED SUBJECT PROPERTY; CONFERENCE CALL WITH ENGINEER.	3.00
06/27/15	ASSISTED WITH APPRAISAL.	3.50
06/29/15	ASSISTED WITH APPRAISAL.	2.75

OWNER	***ORLANDO BELTWAY ASSOC.***	**COURTNEY ABRAMS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***235***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
07/02/15	REVIEW OF LAND PLANNING REPORT; ASSISTED WITH APPRAISAL.	6.50
07/09/15	CONFERENCE CALL WITH LAND PLANNER; ANALYSIS OF DAMAGES.	3.75
07/20/15	MEETING WITH OWNER'S REPRESENTATIVE; DISCUSS IMPACTS TO THE REMAINDER.	1.00
08/25/15	PREPARE FOR AND CONFERENCE CALL WITH ENGINEER.	0.25
08/31/15	PREPARE FOR AND CONFERENCE CALL WITH LAND PLANNER.	0.50
09/10/15	PREPARE FOR AND CONFERENCE CALL WITH EXPERTS.	0.75
12/01/15	CONFERENCE CALL WITH EXPERTS; MEETING WITH RICK TO DISCUSS DAMAGES.	1.50
12/02/15	PROOFREAD APPRAISAL; WORK ON SALE WRITE-UPS/EXHIBITS; PREPARE ADDENDA; VERIFY SALES; MEETING WITH RICK TO DISCUSS SALES AND DAMAGES.	6.75
12/08/15	PREPARE EXHIBIT FOR OWNER'S REPRESENTATIVE FOR MEDIATION; REVIEW WITH RICK.	1.75
	TOTAL HOURS	**87.25**

OWNER	***ORLANDO BELTWAY ASSOC.***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***235***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
06/20/13	REVIEW INFORMATION ON SUBJECT PROPERTY.	0.75
08/23/13	REVIEW DOCUMENTS IN FILE; PREPARE FOR MEETING WITH OWNERS; MEETING WITH OWNER AND LAND PLANNER.	2.25
03/18/14	REVIEW O/OCEA REPORT.	3.25
03/28/14	ASSIST WITH LAND SALES RESEARCH; REVIEW LAND SALES.	2.25
04/01/14	REVIEW SALES; PREPARE FOR MEETING WITH OWNERS AND LAND PLANNER TO REVIEW O/OCEA APPRAISAL, SALES DATA AND IMPACTS TO REMAINDER.	1.75
04/02/14	PREPARE FOR AND MEET WITH OWNERS, LAND PLANNER AND OWNER'S REPRESENTATIVE; REVIEW OUR INITIAL RESEARCH, IMPACTS TO REMAINDER AND SCOPE OF WORK.	2.25
04/09/14	CONFERENCE WITH CHUCK MITCHELL REGARDING ANNEXATION OF SUBJECT.	0.25
12/17/14	ANALYSIS/REVIEW OF LAND SALES; MEETING WITH ASSOCIATE TO REVIEW.	1.25
02/12/15	MEETING WITH ASSOCIATE TO DISCUSS PREPARATION WITH MEETING WITH OWNERS; REVIEW SALES AND DAMAGE ANALYSIS OF NEARBY/SIMILAR PARCELS.	4.75
02/13/15	PREPARE FOR MEETING BY REVIEWING LAND SALES AND DAMAGE ANALYSIS OF OTHER PARCELS IN THE AREA; MEET WITH EXPERTS AND OWNER TO REVIEW RESULTS OF OUR INVESTIGATION.	5.25
02/17/15	REVIEW SALES; MEETING WITH ASSOCIATE TO REVIEW SUMMARY OF OUR FINDINGS.	2.25
03/10/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW INFORMATION; MEETING WITH ASSOCIATE AND FORWARDED INFORMATION TO OWNER'S REPRESENTATIVE.	1.25
03/16/15	ANALYSIS OF SALES/DAMAGES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	2.75

OWNER	***ORLANDO BELTWAY ASSOC.***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***235***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
03/17/15	ANALYSIS OF SALES/DAMAGES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	3.00
03/18/15	CONFERENCE WITH OWNER'S REPRESENTATIVE; PROVIDE ADDITIONAL SALES AND ANALYSIS.	1.50
06/17/15	MEETING WITH ASSOCIATE; REVIEW SALES AND VALUATIONS.	1.25
08/27/15	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW PLANNING ISSUES AND PROJECT INFLUENCE.	0.50
08/31/15	CONFERENCE WITH PLANNER REGARDING PROJECT INFORMATION.	0.25
09/10/15	PREPARE FOR AND CONFERENCE WITH EXPERTS ON THE ACCESS TO WEST REMAINDER.	1.00
09/25/15	BEGIN REVIEW OF LAND PLANNING REPORT AND CALL ENGINEER TO DISCUSS ROADWAY COSTS.	0.75
12/01/15	REVIEW/WRITE REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE AND EXPERTS.	7.75
12/02/15	REVIEW/WRITE/EDIT REPORT; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW.	6.75
12/04/15	REVIEW/EDIT REPORT.	1.25
12/08/15	REVIEW APPRAISALS OF NEARBY PARCELS BY PINEL AND CARPENTER; COMPARE TO THE SUBJECT PROPERTY.	1.00
12/09/15	REVIEW/ANALYSIS OF VALUE OF WEST REMAINDER IF LIMITED TO A SINGLE HOME.	2.25
	TOTAL HOURS	**57.50**

STATEMENT OF WORK ACCOMPLISHED
BELTWAY PARTNERS ROW – WEKIVA PKWY.
4-545.1

Invoice No.	Date	Amount
15707	03-12-15	3,829.27
15800	10-15-15	787.50
15833	12-08-15	787.50
TOTAL AMOUNT DUE:		5,404.27

STATEMENT OF WORK ACCOMPLISHED
BELTWAY PARTNERS ROW – WEKIVA PKWY.
4-545.1

Invoice No. 15707, March 12, 2015 - $3,871.27

12/22/14	William E. Tipton, Jr. (WTJ) downloaded and reviewed information from the Central Florida Expressway (4.0 hours)
01/19-20/15	WTJ worked on draft letter report and drawings, conducted field review of existing conditions, continued work on draft letter report and drawing package, attended team meeting at attorney's office (9.0 hours)
01/27/15	WTJ worked on draft letter report and drawing package (2.0 hours)
02/13/15	WTJ attended team meeting at attorney's office (2.0 hours)

Invoice No 15800, October 15, 2015 - $787.50

08/25/15	William E. Tipton, Jr. (WTJ) reviewed documents to determine Effie Dr. ROW width and corresponded with team. (1.5 hours)
09/01/15	WTJ corresponded with George Shupp at Orange County regarding Effie Rd. ROW width, reviewed information from George and emailed to team (1.0 hour)
09/10/15	WTJ prepared for and attended team conference call regarding Effie Rd. ROW width and impacts to the west remainder (1.0 hour)

Invoice No. 15833, December 8, 2015 - $787.50

11/04-05/15	William E. Tipton, Jr. (WTJ) conducted additional review of required Effie Rd. improvements in the "after Condition", corresponded with Rick and Jim, attended team meeting at attorney's office (1.5 hours)
12/02/15	WTJ updated letter report per conference call with attorney and emailed to team (2.0 hours)

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15707
February 28, 2015

Project 4545: Beltway Partners ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended February 28, 2015

Project 4545:1 Parcel 235

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	17.00	$225.00	$3,825.00
		Services Total	$3,825.00

Reimbursable Expense		**Amount**
Tolls		$4.27
	Reimbursable Total	$4.27
	Charges Subtotal	$3,829.27
	Invoice Total	**$3,829.27**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15800
October 15, 2015

Project 4545: Beltway Partners ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended September 30, 2015

Project 4545:1 Parcel 235

Professional Services

	Hours	Rate	Amount
Chief Engineer/Planner	3.50	$225.00	$787.50
		Services Total	$787.50
		Charges Subtotal	$787.50
		Invoice Total	**$787.50**

Outstanding Invoices	Number	Date	Amount
Invoice	15707	2/28/2015	$3,829.27

Total Unpaid Invoices **$3,829.27**

Balance Due **$4,616.77**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15833
December 08, 2015
Page number 1

Project 4545: Beltway Partners ROW - Wekiva Pkwy

Gordon Harris, Esq.
Harris, Harris, Bauerle et al.
1201 East Robinson Street
Orlando, FL 32801

Professional Services for the period ended December 04, 2015

Project 4545:1 Parcel 235

Professional Services

	Hours	Rate	Amount
Chief Engineer/Planner	3.50	$225.00	$787.50
		Services Total	$787.50
		Charges Subtotal	$787.50
		Invoice Total	**$787.50**

Outstanding Invoices	Number	Date	Amount
Invoice	15707	2/28/2015	$3,829.27
Invoice	15800	10/15/2015	$787.50
		Total Unpaid Invoices	**$4,616.77**
		Balance Due	**$5,404.27**

Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Mr. Gordon Harris
Harris Harris Bauerle Ziegler & Lopez
1201 E. Robinson Street
Orlando, FL 32801

Invoice No: **<Draft>**
January 11, 2016
VHB Project No: 61911.00

Invoice Total $14,246.65

PRofessional Planning Services for Orlando Beltway Associates

Professional Services Thru January 02, 2016

Professional Personnel

	Hours	Rate	Amount	
Principal 1	24.50	250.00	6,125.00	
Technical/Professional 07	7.50	125.00	937.50	
Technical/Professional 06	2.50	125.00	312.50	
Technical/Professional 05	50.00	125.00	6,250.00	
Totals	84.50		13,625.00	
Total Labor				**13,625.00**
Reimbursable Expenses				
Printing			621.65	
Total Reimbursables			**621.65**	**621.65**
		Total this Invoice		**$14,246.65**

Billings to Date

	Current	Prior	Total
Labor	13,625.00	0.00	13,625.00
Expense	621.65	0.00	621.65
Totals	**14,246.65**	**0.00**	**14,246.65**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61911.00

Period: 201405

Date	Location	Job Type	User	Total
4/25/2014	Orlando FL	B/W Laser Printing	EHUGHES	$0.13
4/28/2014	Orlando FL	B/W Laser Printing	EHUGHES	$8.44
4/25/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	$1.07
4/28/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	$5.35
4/29/2014	Orlando FL	Sm Fmt Color Printing	EHUGHES	$2.14
			Total	**$17.13**

Printed on: 1/11/2016 10:14:39 PM

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61911.00 **Period: 201502**

Date	Location	Job Type	User	Total
1/27/2015	Orlando FL	B/W Laser Printing	katieshannon	$2.31
1/28/2015	Orlando FL	B/W Laser Printing	katieshannon	$0.64
1/26/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$1.07
1/27/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$1.07
2/6/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$39.42
			Total	**$44.51**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61911.00

Period: 201503

Date	Location	Job Type	User	Total
2/13/2015	Orlando FL	B/W Laser Printing	katieshannon	$2.57
2/18/2015	Orlando FL	B/W Laser Printing	katieshannon	$4.36
2/19/2015	Orlando FL	B/W Laser Printing	katieshannon	$1.28
2/9/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$1.07
2/13/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$46.87
2/18/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$2.13
2/19/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$3.21
			Total	**$61.49**

Printed on: 1/11/2016 10:08:45 PM

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61911.00

Period: 201507

Date	Location	Job Type	User	Total
6/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$125.68
6/25/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$67.10
			Total	**$192.78**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61911.00

Period: 201508

Date	Location	Job Type	User	Total
6/29/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$115.03
			Total	**$115.03**

Printed on: 1/11/2016 10:09:52 PM

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61911.00

Period: 201510

Date	Location	Job Type	User	Total
8/24/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$66.03
			Total	**$66.03**

Printed on: 1/11/2016 10:10:26 PM

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 61911.00

Period: 201513

Date	Location	Job Type	User	Total
12/9/2015	Orlando FL	B/W Laser Printing	katieshannon	$3.20
12/9/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$64.97
			Total	**$68.17**

Printed on: 1/11/2016 10:11:02 PM

CONSENT AGENDA ITEM

#30

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: February 23, 2016

RE: *Central Florida Expressway Authority v. Pedro Diaz Bordon, Victoria Lyn Diaz,* Case No. 2014-003636-O, Project: 429-203, **Parcel 185**
Address: 3407 Phils Lane Apopka, Florida

INTRODUCTION

This case was set for trial on the February 15, 2016 docket in front of Judge Kest. The case was mediated on December 14, 2015, and the parties reached a proposed settlement subject to approval by the Board of the Central Florida Expressway Authority ("CFX").

CFX'S APPRAISED VALUE OF PARCEL 185

Parcel 185 is total taking of 20.34 acres with a date of value of August 19, 2014. The property is improved with a one-story single-family ranch-style home with three bedrooms, two baths and 2,786 square feet. There is a detached two-car garage, a car/storage building with room to accommodate five vehicles, a barn/workshop, horse stables, and other site improvements. The property is zoned A-1 (Citrus Rural District) with a future land use of R for Rural/Agricultural.

Chad Durrance, MAI, appraised the property on behalf of CFX. According to Mr. Durrance, the highest and best use of the property is for continued use of the existing improvements. Using the comparable sales methodology, Mr. Durrance relied upon sales ranging in unit price from $17,100 to $29,300 per acre. Given the date of value, location, and other factors, Mr. Durrance estimated the fee simple market value of the land at $25,000 an acre for a total of $508,500. He valued the improvements at $241,500. The total value of the property taken was estimated to be **$750,000.**

OWNERS' APPRAISAL REPORT, EXPERT FEES, ATTORNEY FEES, AND COSTS

In contrast, the owners' real estate appraiser, Richard C. Dreggors, GAA, concluded that the highest and best use of the property as vacant would be for assemblage for a single-family residential subdivision. The highest and best use of the property as improved would be for continued use of the home as incorporated into a lower density residential subdivision either as an independent home or a community facility. Based on that highest and best use, Mr. Dreggors

valued Parcel 185 at $75,000 per net acre. With 19.47 net acres, the value of the land totaled $1,460,300. He valued the improvements at $265,100 based upon $95 per square foot. The value of Parcel 235 totaled $1,725,400. Mr. Dreggor's then estimated the land value using the cost approach and came up with a value of $1,889,900. Reconciling the two approaches, he valued the property at **$1,750,000.**

In addition to compensation for the land taken, the owners requested the following expert fees and costs:

Calhoun Dreggors and Associates	$32,074
Other Experts (see attached)	$47,473
Costs and Other Charges	$ 6,051
Total	**$85,598**

Regarding attorney's fees, the owners' attorney is entitled to 33% of any benefit up to $250,000 plus 25% of any benefit between $250,000 and $1 million. The statutory attorney's fee for a monetary benefit of $1 million is $270,000.

ANALYSIS

The biggest difference between the two estimates of value is the value of the land. Mr. Durrance valued the land at $25,000 per acre; whereas, Mr. Dreggors valued the land at three times that amount or at $75,000 per net acre. At mediation, the owners provided a Uniform Residential Appraisal Report dated November 15, 2006, indicating that the property was valued at $1,525,000, a value that was closer to the owners' appraised value and more than double CFX's appraised value.

During the mediation, the parties reached an all-inclusive proposed settlement agreement of **$1,395,000** for full compensation for the property taken, attorney's fees, expert fees, interest, and costs. Although the settlement agreement is not broken into components, one could allocate the total as follows: $1,195,000 for the land, $131,250 for attorney's fees based upon a monetary benefit of $445,000, and $68,750 for expert fees and costs (representing a 20% reduction).

RECOMMENDATION

Please approve the Committee's recommended settlement of **$1,395,000** in full settlement of all claims of compensation from CFX including business damages, interest, attorney's fees, expert fees, costs, and any other claim.

cc: Sidney Calloway, Esq., Shutts & Bowen

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic, corporate and an agency of the State under the laws of the State of Florida

Petitioner,

vs.

PEDRO DIAZ BORDON, VICTORIA LYN DIAZ, et al,

Respondents.

_____/

CASE NO: 2014-CA-003636-O

Subdivision 39

Parcel 185

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on December 14, 2015, followed by further settlement discussions, the parties reached the following Settlement Agreement ("Agreement"):

1. Petitioner will pay to Respondents, **PEDRO DIAZ BORDON AND VICTORIA LYN DIAZ** ("Respondents") the sum of One Million Three Hundred Ninety-Five Thousand Dollars ($1,395,000), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 185, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim. The compensation paid pursuant to this Agreement is subject to lawful apportionment claims, if any.

2. Petitioner is entitled to a credit in the amount of Eight Hundred Thousand Dollars ($800,000), which sum was previously deposited in the Registry of the Court in this case by Petitioner.

3. Petitioner will pay Respondent the balance due of Five Hundred Ninety-Five Thousand Dollars ($595,000), within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of a Stipulated Final Judgment in this case executed by the Court.

4. The parties acknowledge and agree that Agreement is contingent upon the approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors ("CFX Board").

5. The parties further acknowledge and agree that the settlement of the

instant case shall be communicated to Court along with the parties' joint request that the instant case be continued and removed from the Court's trial jury docket now scheduled for February 15, 2016..

6. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this Agreement by the CFX Board.

7. This Agreement resolves all Respondents' compensation claims of any nature whatsoever arising from the taking of Parcel 185, including severance damages, business damages, tort damages, interest, attorney's fees and cost, expert fees, and costs.

8. This Agreement, dated on the last day executed below contain(s) all the agreements of the parties.

Linda Brehmer Lanosa, Esq.
Central Florida Expressway Authority

Date: Dec. 15, 2015

Pedro Diaz Bordon, Owner

Date: December 15 2015

Victoria Lyn Diaz, Owner

Date: 12/15/15

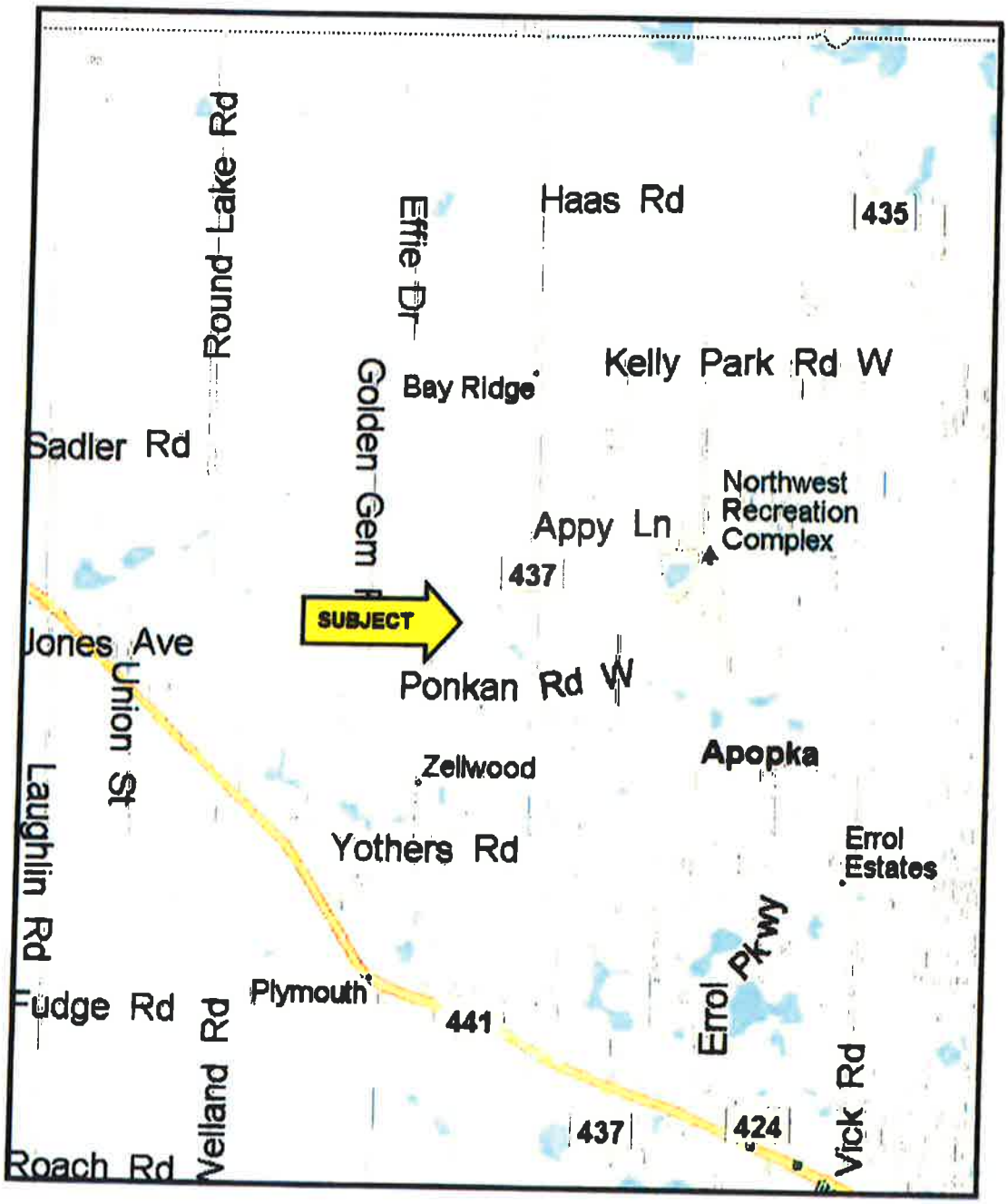
Sidney Calloway, Esq. for
Central Florida Expressway Authority

Date: December 15, 2015

J. Christie Wilson, Esq., for
Owner

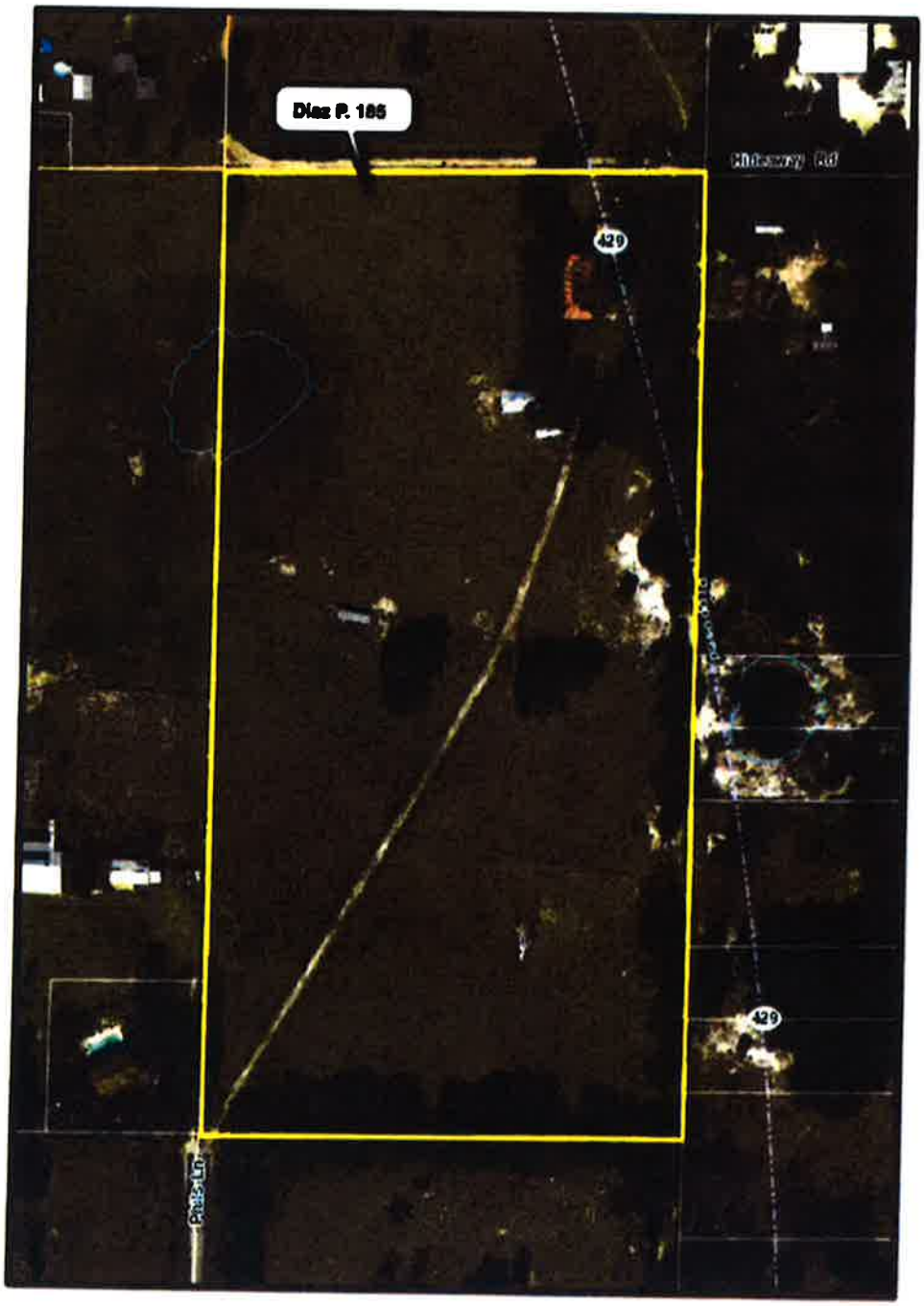
Date: 12/15/15

Larry Watson, Mediator



N

LOCATION MAP

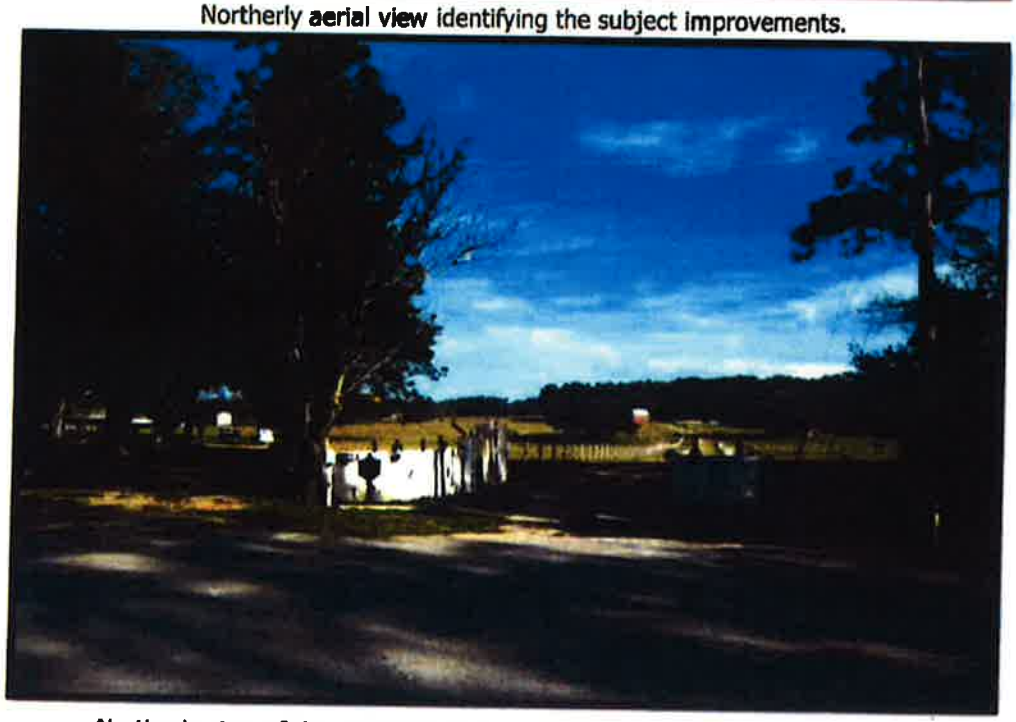


N

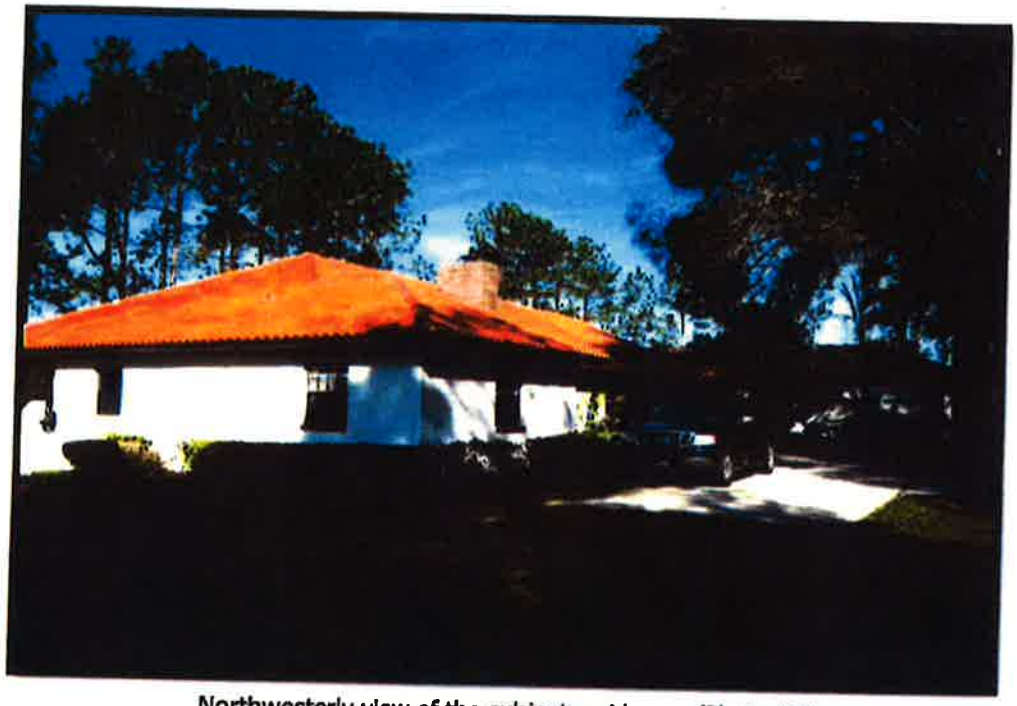
AERIAL/SKETCH

(Source: OCPAFL.org – 2014 Image Date)

Northerly aerial view identifying the subject improvements.



Northerly view of the entrance to the property from Phils Lane. (Photo #1)



Northwesterly view of the subject residence. (Photo #2)

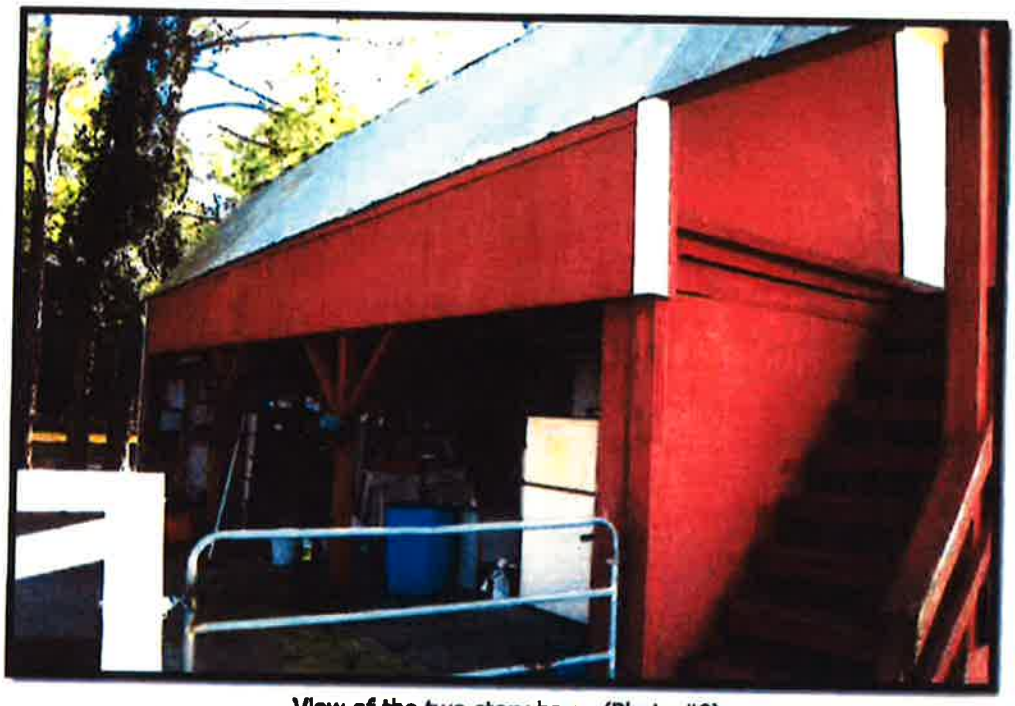
Northeasterly view of the subject residence. (Photo #3)

Interior view of living area showing fireplace and wood ceilings. (Photo #4)

Interior view of the kitchen area. (Photo #5)

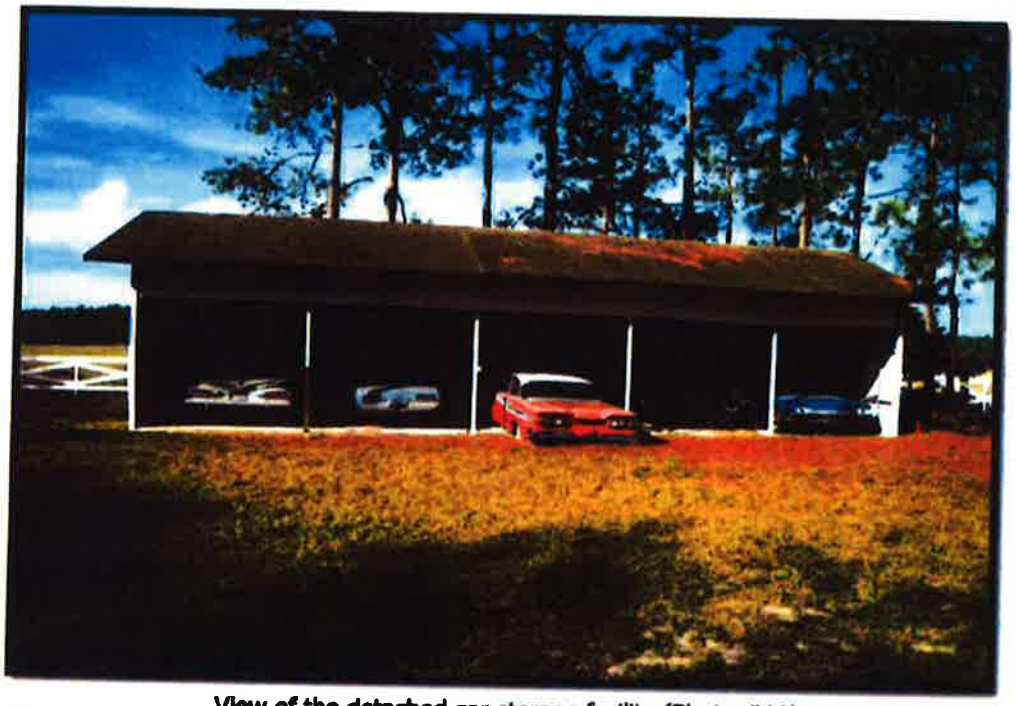
View of wet bar and built-in barbeque within the rear porch. (Photo #6)

View of the detached two-car garage. (Photo #7)

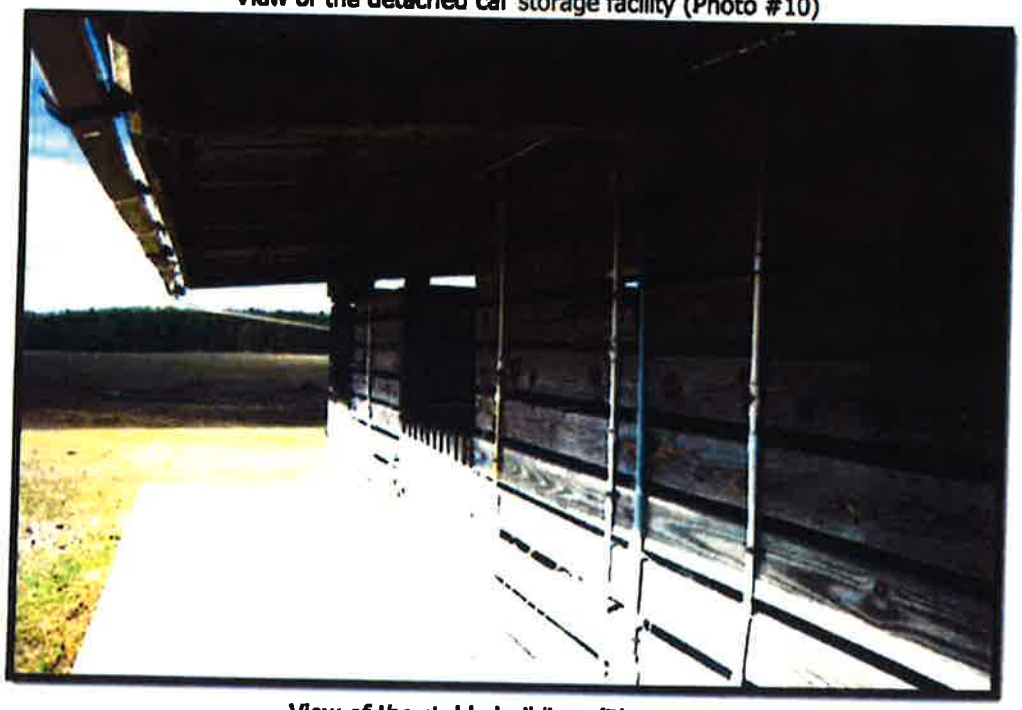


View of the two-story barn. (Photo #8)

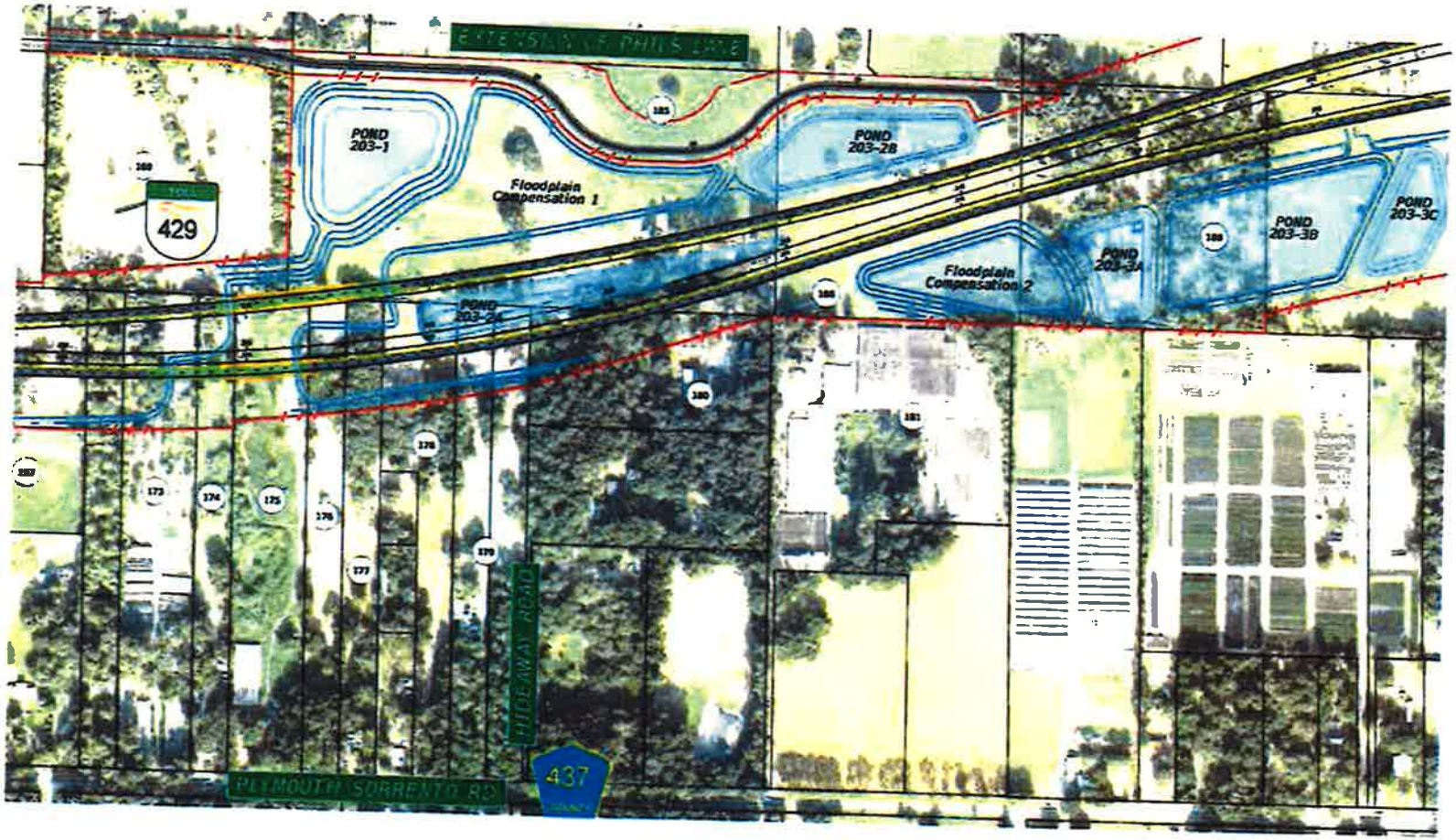
Interior view of the second level of the barn. (Photo #9)



View of the detached car storage facility (Photo #10)

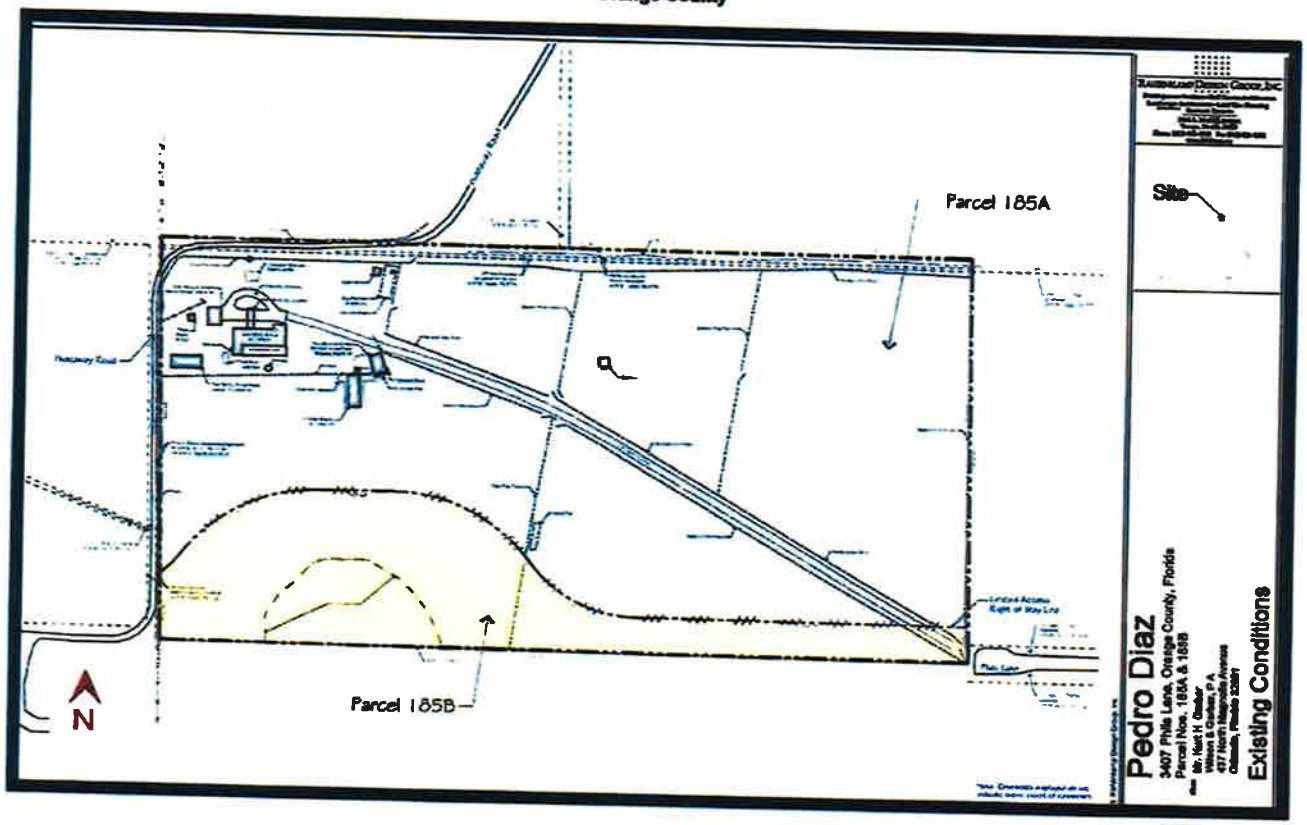


View of the stable building. (Photo #11)


POND 203-1
Floodplain Compensation 1
POND 203-2B
POND 203-2A
Floodplain Compensation 2
POND 203-3A
POND 203-3B
POND 203-3C
429
437
PLYMOUTH SORRENTO RD

PROPERTY SURVEY

Parcel No. 185
Wekiva Parkway
Orange County



J.C. Wilson & Associates, P.A.

437 N. Magnolia Avenue
Orlando, Florida 32801
Statement of Costs

CFX vs. Diaz
IC#4540
Parcel 185
Costs incurred as of December 11, 2015

A. Expert Charges

Calhoun & Dreggors	TBD	$32,074
Michael Rudd & Associates, LLC		
Statement dated 07/23/15	$ 11,061.25	
McCree General Contractors		
Statement dated 11/30/15	8,188.75	
CPH		
Statement dated 02/16/15	4,229.27	
Statement dated 12/11/15	380.00	
Madden Moorhead & Glunt, Inc.		
Statement dated 04/03/15	~~5,572.05~~	$7100.11
PGA Title, Inc.		
Statement dated 07/07/14	56.25	
PEER		
Statement dated 12/07/15	6,909.72	
Rahenkamp Design Group		
Statement dated 12/09/15	9,548.04	
Total Expert Charges		$79,547.39 ~~$ 45,946.33~~

B. Court Reporter Charges

Orange Legal, Inc.		
Invoice No. 149135/149456	46.80	
Invoice No. 152378	117.86	
		164.66

Phipps reporting, Inc.			
Invoice No. 19574	101.56		
Invoice No. 19589	136.78		
Invoice No. 19496	136.38		
Invoice No. 26317	31.66		
Invoice No. 24996	103.07		
Invoice No. 26317	95.00	604.45	
Total Court Reporting Charges			769.11

C. Exhibit Preparation Charges

Aerial Cartographics of America, Inc.			
Invoice No. 190345	97.85	97.85	
Central Florida Expressway Authority			
Invoice No. 0114	13.50		
Invoice No. 0819	62.50	76.00	
Triangle Reprographics			
Statement dated 03/26/02	29.84	29.84	
The Presentation Group			
Invoice No. 144335	2.74		
Invoice No. 144347	4.11		
Invoice No. 153893	3.20		
Invoice No. 172242	2.66		
Sales Order 13001 (Durrance Depo)	1,704.11		
Sales Order 13023 (Newton Depo)	975.56	2,692.38	
Ricoh USA, Inc.			
Invoice No. L2414050223	49.68		
Invoice No. L2414060178	20.98	70.66	
Thomson Reuters			
Invoice No. 829483891	291.83	291.83	
Total Exhibit Preparation Charges			3,258.56

D. Miscellaneous Charges

Copy Charges	1,795.50
Federal Express Charges	2.76
Long Distance Charges	4.56
Mileage Charges	6.15
Postage Charges	213.92

Total Miscellaneous Charges 2,022.89

Total Costs Incurred $85,597.95 ~~$51,996.89~~

CONSENT AGENDA ITEM

#31

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel
Joseph A. Berenis, Chief of Infrastructure

DATE: February 23, 2016

RE: *Central Florida Expressway Authority v. Chiu-Hsia Huang and Rong Tsai Wu*, Case No. 2014-CA-005261, Parcel 233
Location: East Side of Plymouth Sorrento Road, North of West Kelly Park Road, at 5024 Plymouth Sorrento Road, Apopka, Florida

---

INTRODUCTION AND PROPERTY DESCRIPTION

Parcel 233 was mediated on January 7, 2015. Parcel 233 is a strip taking that runs along the front of the property, which is located on Plymouth Sorrento Road, just north of Kelly Park Road in Apopka. A map showing the general location of the property, aerials, photographs, and construction plans are attached hereto.

The taking is 36-feet deep and 165-feet wide, for a total area of 5,963 square feet. The strip taken reduces the size of the parent tract from 2.488 acres to 2.351 acres. The property is improved with two manufactured homes 1392 square feet and 500 square feet in size, both of which were built in 1973. Both manufactured homes are in poor condition. The owners do not live there.

The owners purchased the property in 2004 for $70,000 and pay ad valorem taxes based upon an assessed value of roughly $36,000 for the land or $60,000 for the land and improvements. The property is zoned A-1 for Citrus Rural Agricultural District, with a future land use designation of Rural with a density of 1 unit per 10 acres.

SUMMARY OF CFX'S APPRAISAL REPORT

The Central Florida Expressway Authority ("CFX") retained Walter Carpenter, MAI, CRE, to appraise the property. He valued the property with a highest and best use to hold for future commercial as follows:

Range of Comparable Sales:	$1.66 to $6.48/sf
Value of Land Taken (5963 sf @ $3/sf)	$17,890
Improvements (231 lf of 5' chain link fence plus 14' chain link gate, depreciated at 50%)	2,030
Severance Damages	0
Cost to Cure (contributory value of fence)	3,020
Total	**$22,940**

SUMMARY OF THE OWNERS' APPRAISAL REPORT, EXPERT FEES, ATTORNEY'S FEES AND COSTS

The owners' appraiser, Don K. Richardson, Ph.D., MAI, appraised the property with a highest and best use of commercial and estimated the value as follows:

Range of Comparable Sales:	$3.32 to $8.34/sf
Value of Land Taken (5963 sf @ $4.25 sf)	$25,343
Improvements (235 lf of 5' chain link fence, 14' chain link gate, depreciated at 25%, vegetative buffer)	6,900
Severance Damages (15% due to loss of access)	66,600
Cost to Cure (contributory value of fence)	3,200
Total	**$102,000**
Expert Fees	
Dan K. Richardson, PhD, MAI	$22,400
JMD Engineering, Inc.	4,245
Statutory Attorney's Fees	26,090
Total Request for Expert Fees and Costs and Attorney's Fees and Costs	**52,735**
All Inclusive Total	**$154,735**

ANALYSIS

The largest difference in opinion between the appraisers involves the existence of severance damages. The owners' appraiser and engineer maintain that the value and use of the property in the after condition is diminished because the access to the property is within a right-turn lane. They conclude that this poses a safety issue and diminishes the value of the property. In contrast, Mr. Carpenter determined that the property was not damaged as a result of the taking.

Second, the owners' appraiser estimated the value of the property to be over 40% greater than Mr. Carpenter's estimate, even though both appraisers utilized two of the same sales.

Regarding expert fees, the owners' appraiser billed $22,400 for his appraisal report, whereas, Pinel and Carpenter only charged $12,152 for its appraisal report. Regarding engineering and planning fees, John M. Donaldson of JMD Engineering presented an invoice in the amount of $4,245 for work done on behalf of the owners. whereas Landon, Moree & Associates and Speer Construction charged CFX $600 and $475, respectively.

At mediation, the parties reached a proposed all-inclusive settlement, subject to approval by the Board, of $85,000. Although the settlement is not separated into components, the total could be allocated as follows: $53,000 to the owners (or $30,000 above the deposit, but nearly

half of the owner's estimate of value), $22,000 for expert fees and costs (or a reduction of $4,090 or about 20%), and $10,000 for statutory attorney's fees.

RECOMMENDATION

CFX staff requests that the Board approve the Right of Way Committee's recommendation of a settlement in the amount of **$85,000** for all compensation arising from the taking of Parcel 233, including severance damages, business damages, interest, attorney's fees, expert fees, costs, and any other claim.

ATTACHMENTS

Mediated Settlement Agreement
General Location of Property
Aerials of Property
Photographs of Property
Construction Plans
Invoices from the Owners' Experts

- Dan K. Richardson, Ph.D., MAI
- JMD Engineering

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

Petitioner,

vs.

CHIU-HSIA HUANG and RONG TSAI WU, et al,

Respondents.
_____/

CASE NO: 2014-CA-005261

Subdivision 39

Parcel 233

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on January 7, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, **CHIU-HSIA HUANG and RONG TSAI WU**, ("Respondents") the sum of Eighty-Five Thousand and Zero/100 Dollars ($85,000.00), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 233, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim, subject to apportionment, if any.

2. Petitioner is entitled to a credit in the amount of Twenty-Two Thousand Nine Hundred Forty Dollars ($22,940), which sum was previously deposited in the Registry of the Court in this case by Petitioner.

3. Petitioner will pay Respondent the balance due of Sixty-two Thousand Sixty Dollars and Zero/100 Dollars ($62,060), within twenty (20) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the aforesaid Stipulated Final Judgment from the Court.

4. This Agreement is contingent upon the approval of the Central Florida Expressway Authority ("CFX") Right of Way ("ROW") Committee and the CFX Board of Directors.

5. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practicable after the approval of this mediated settlement agreement by the CFX Board.

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 233, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

7. This Agreement, dated January 7, 2016, contain(s) all the agreements of the parties.

Joseph A. Berenis, Chief of Infrastructure, Central Florida Expressway Authority

Chiu-Hsia Huang, Owner

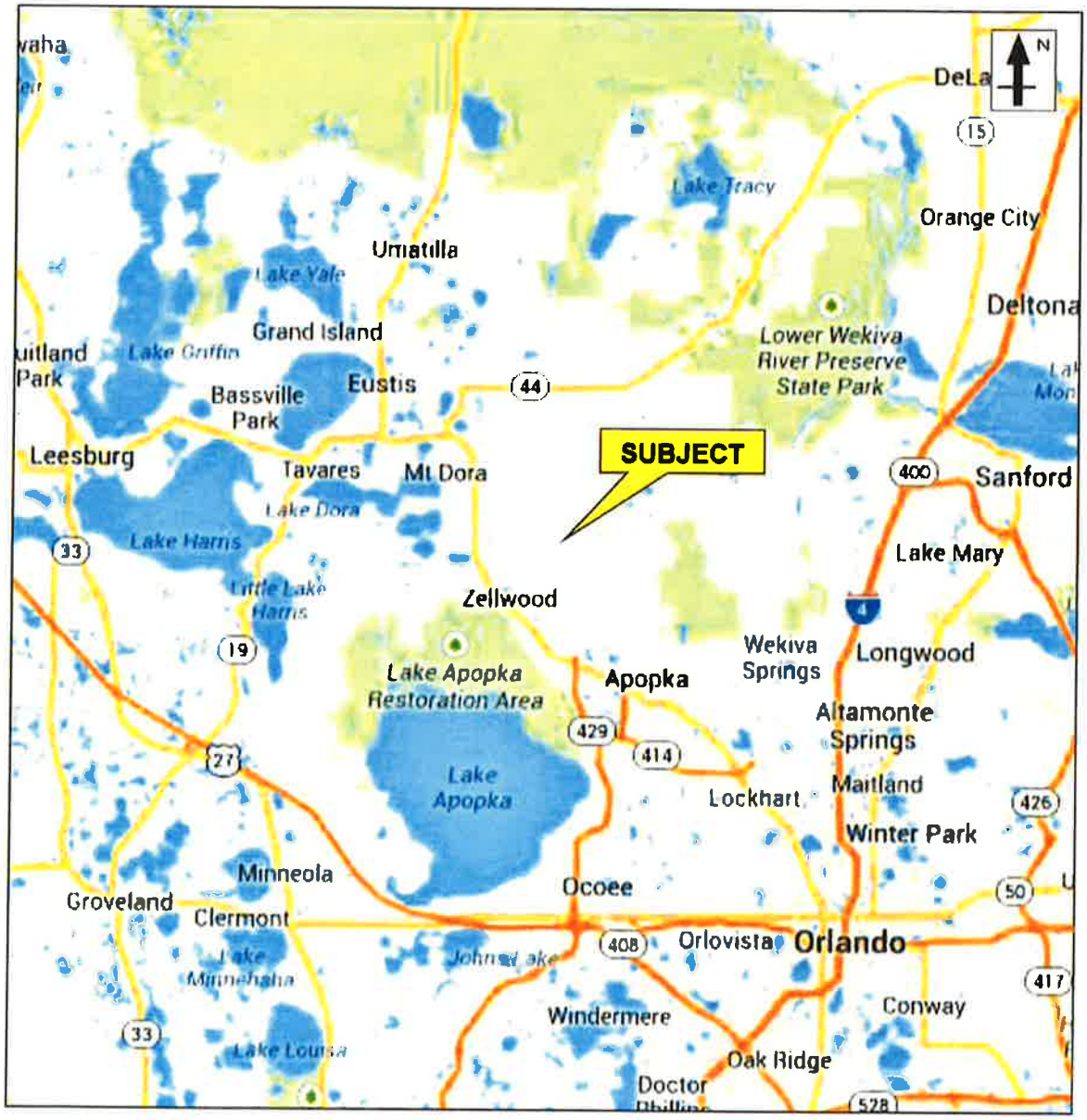
Linda Brehmer Lanosa, Esq. for Central Florida Expressway Authority

Rong Tsai Wu, Owner

Celeste F. Adorno, Esquire, Mediator

Meredith Delcamp, Attorney for Owner

AREA MAP

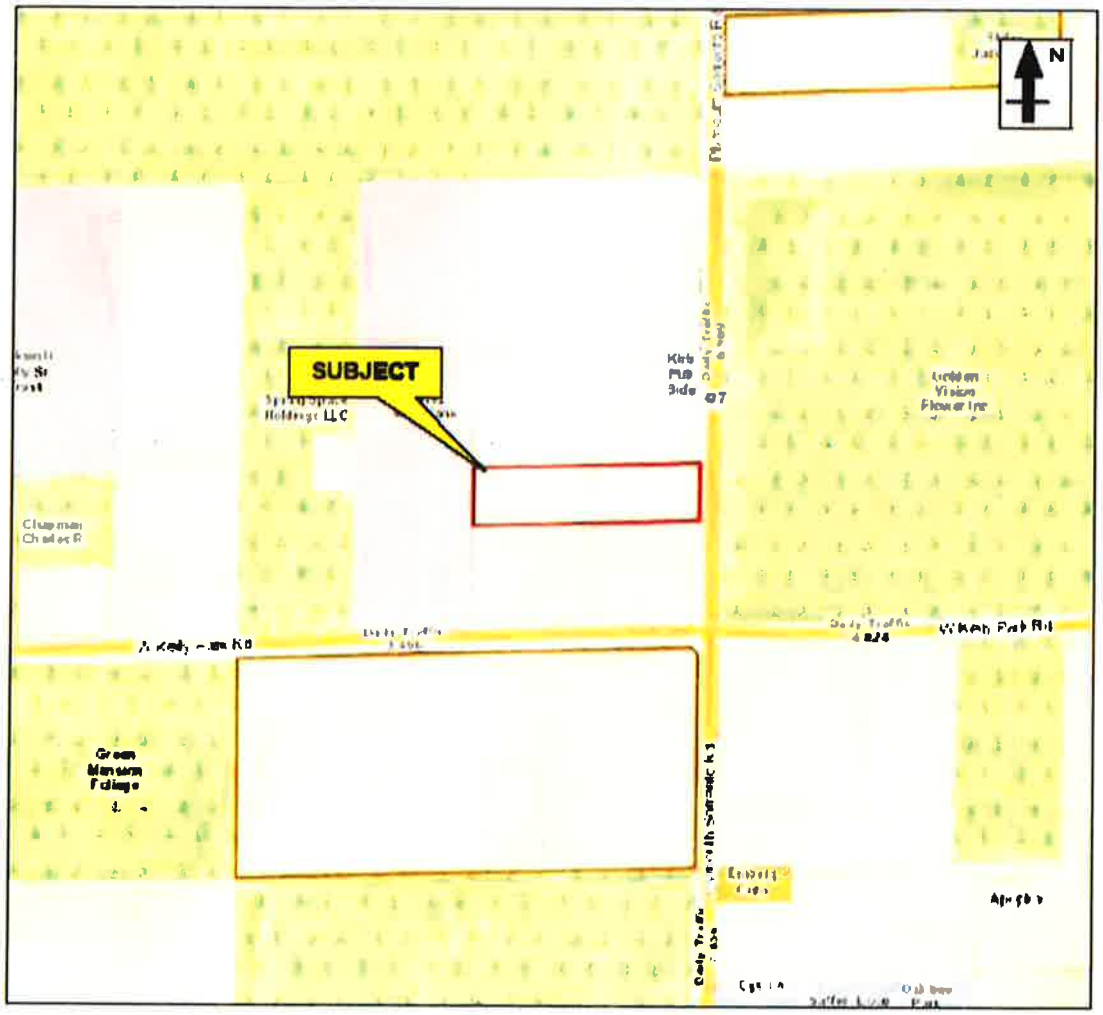


Approximate Representation
Source: Google Maps

COPYRIGHT 2013, PINEL & CARPENTER, INC.

PARCEL NO.: 233 13
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

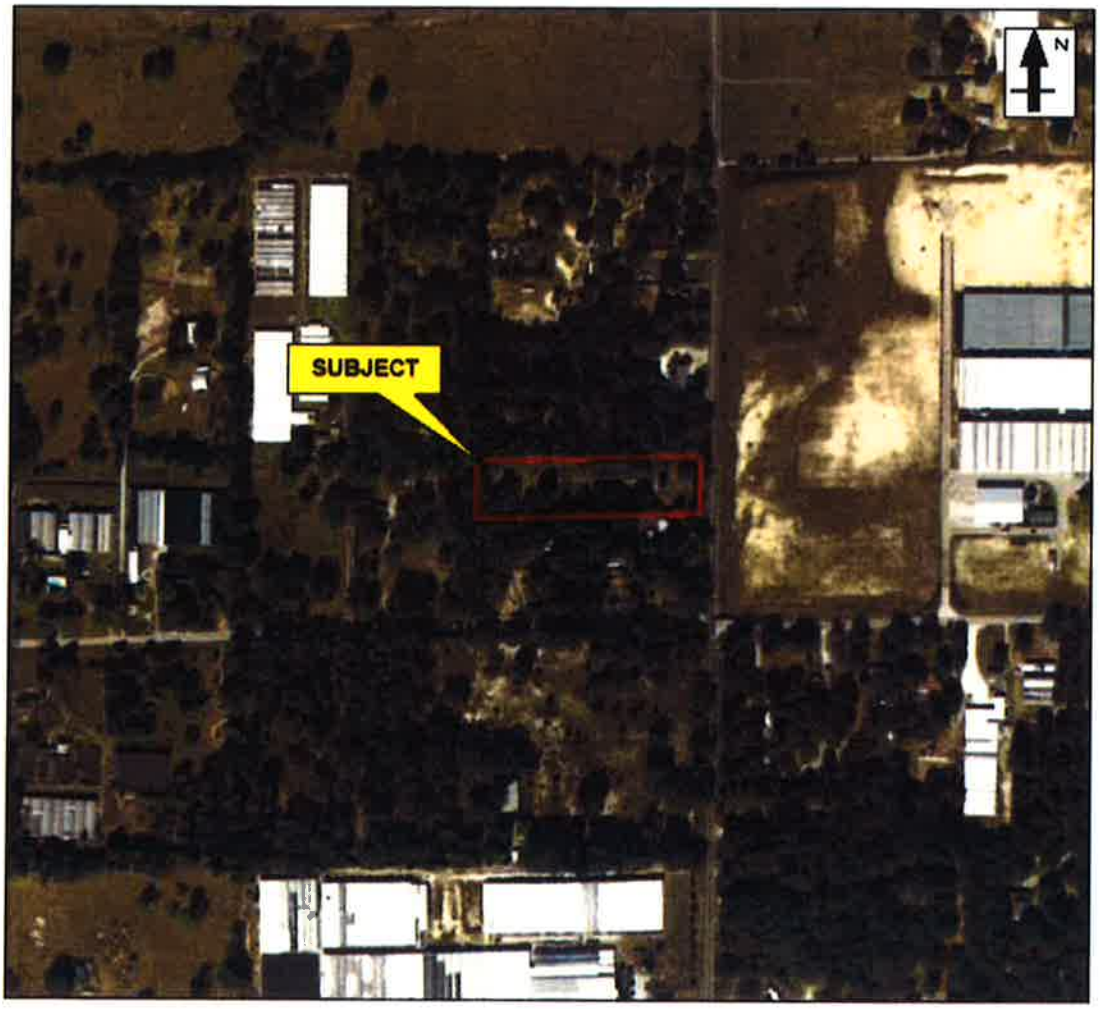
TAX MAP



Approximate Representation
Source: Orange County Property Appraiser

COPYRIGHT 2013, PINEL & CARPENTER, INC.

AERIAL PHOTOGRAPH



Approximate Representation
Source: Orange County Property Appraiser

COPYRIGHT 2013, PINEL & CARPENTER, INC.

BEFORE ACQUISITION
WEKIVA PARKWAY
HUANG
PARCEL 233

N

SCALE: 1"=100'

LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-8010, Fax: (727) 787-4384
Toll Free: (800) 262-7960, WWW.LMAENGR.Com

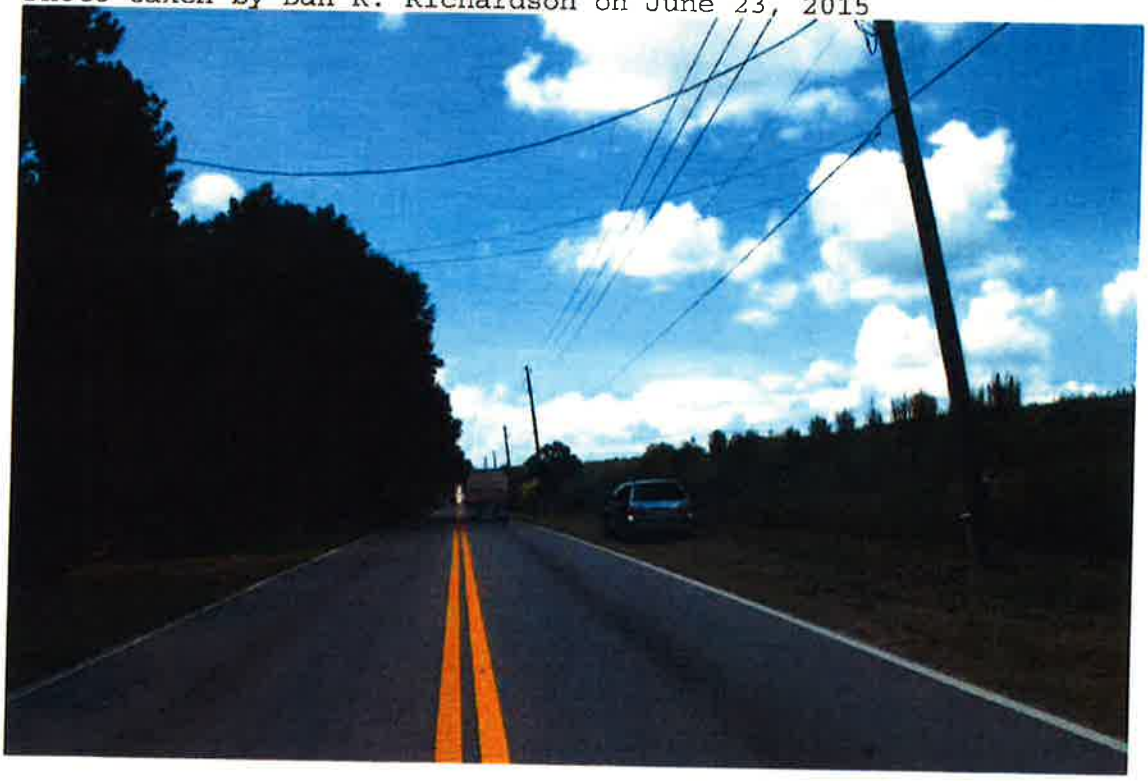
LMA JOB: 663-01.233

Photo #3 - View South at Unoccupied residence and trailer:
Photo taken by Dan K. Richardson on June 23, 2015

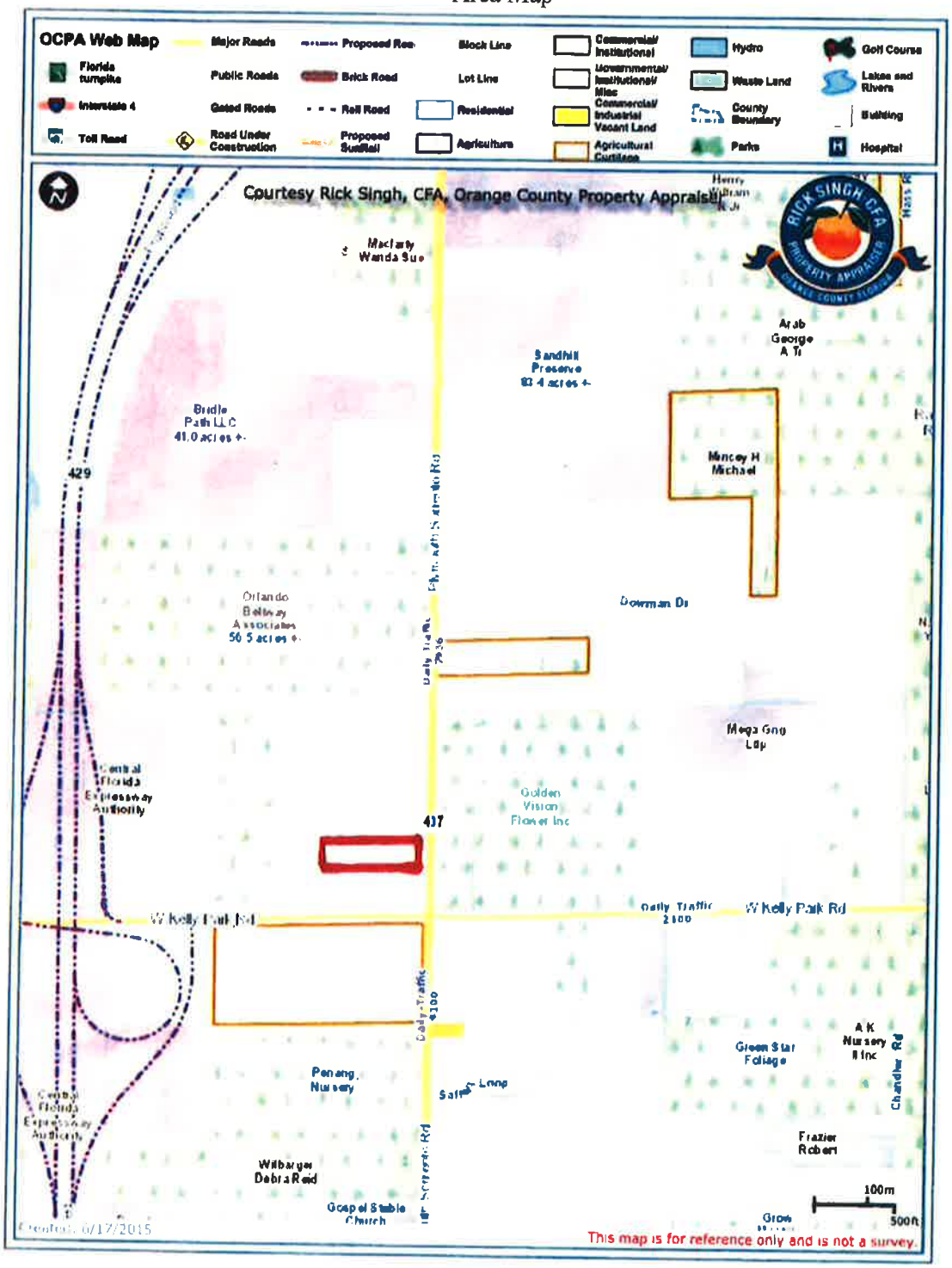
Photo #4-View of South and East Elevations of Occupied Residence
Photo taken by Dan K. Richardson on June 23, 2015

Photo #5 - View South Elevation of Greenhouse
Photo taken by Dan K. Richardson on June 23, 2015

Photo #6-View Northbound Plymouth Sorrento Road-Subject at Left
Photo taken by Dan K. Richardson on June 23, 2015

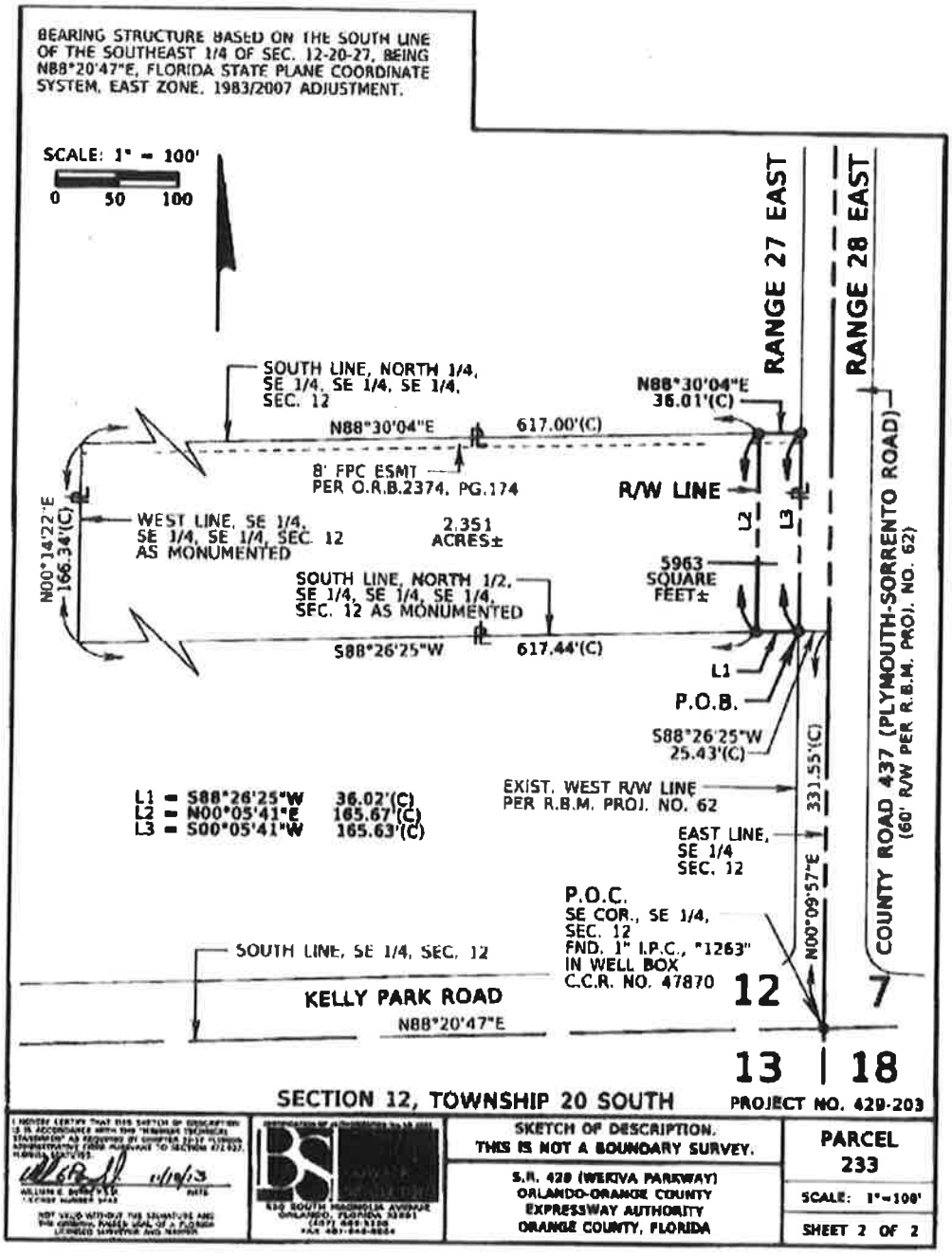


Area Map


OCPA Web Map
Courtesy Rick Singh, CFA, Orange County Property Appraiser
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
Block Line
Lot Line
Residential
Agriculture
Hydro
Waste Land
County Boundary
Parks
Golf Course
Lakes and Rivers
Building
Hospital
Macfarty Wanda Sue
Sandhill Preserve
Bridle Path LLC
41.0 acres +-
Mincey H Michael
Orlando Beltway Associates
56.5 acres +-
Dowman Dr
Mega Group Llp
Golden Vision Flower Inc
429
417
W Kelly Park Rd
Daily Traffic 2100
Penang Nursery
Green Star Foliage
A K Nursery Inc
Chandler Rd
Frazier Robert
Wilbarger Debra Reid
Gospel Stable Church
100m
500ft
This map is for reference only and is not a survey.

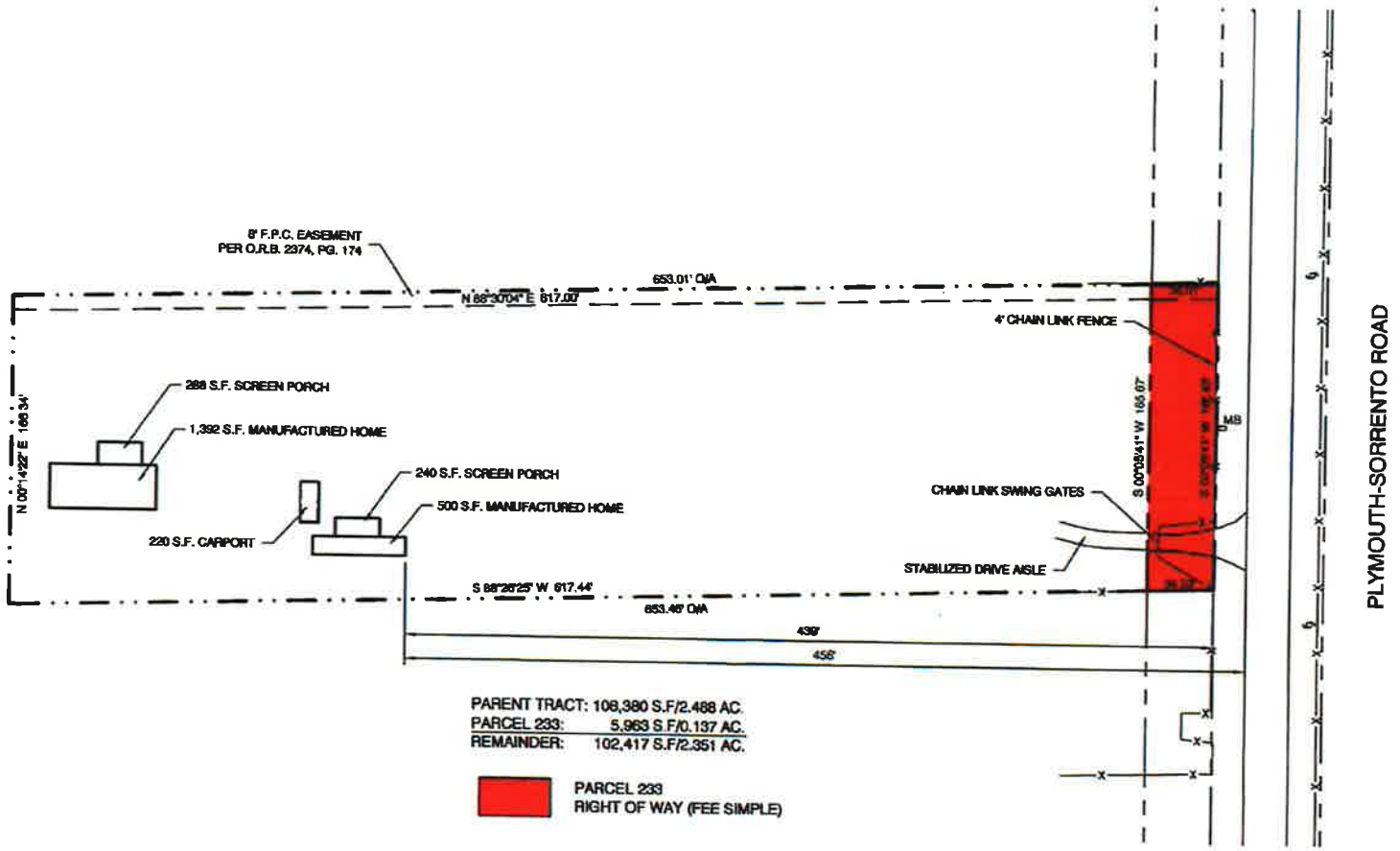
PARCEL NO.: 233
OWNER: HUANG AND WU
PROJECT: SR 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-203
CITY/COUNTY: ORANGE

SKETCH



13-144

COPYRIGHT 2013, PINEL & CARPENTER, INC.



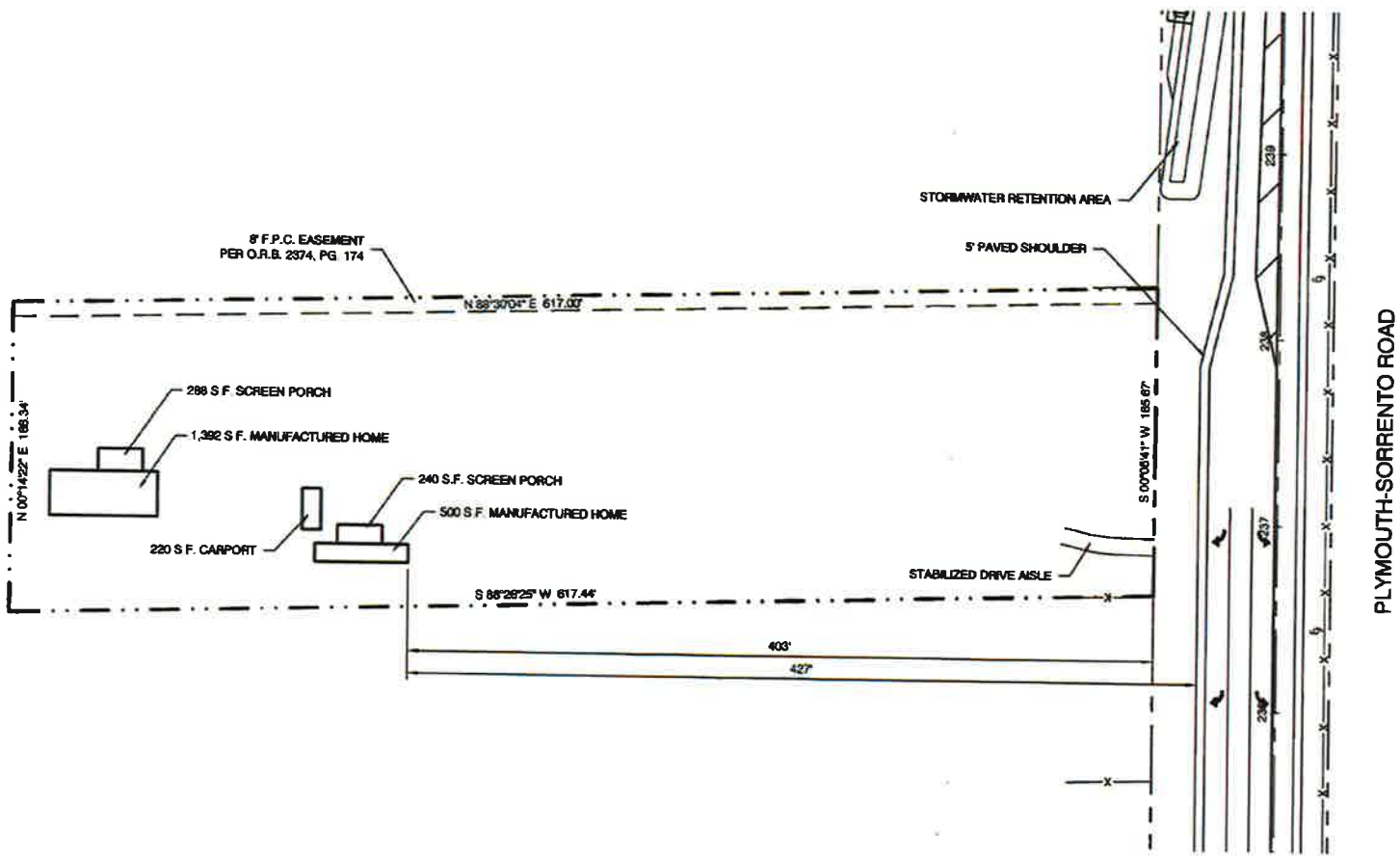
BEFORE ACQUISITION
WEKIVA PARKWAY
HUANG
PARCEL 233

N

SCALE: 1"=60'

LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-8018, Fax: (727) 787-4384
Toll Free: (800) 262-7960, WWW.LMAENGR.Com

LMA JOB: 663-01.233



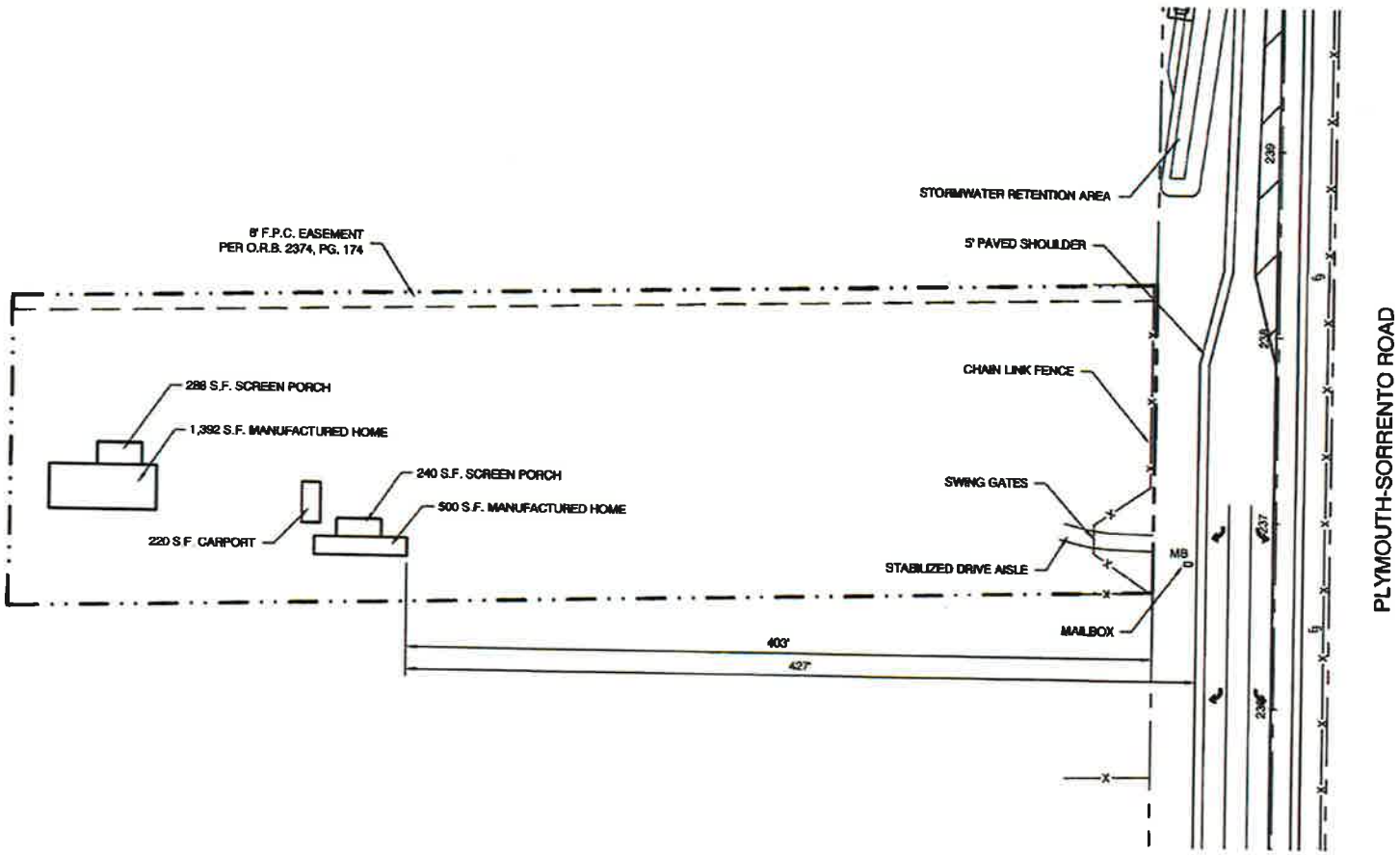
AFTER ACQUISITION
WEKIVA PARKWAY
HUANG
PARCEL 233

N

SCALE: 1"=60'

LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
31622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-3616, Fax: (727) 787-4394
Toll Free: (800) 282-7960, WWW.LMAENGR.Com

LMA JOB: 663-01.233



SITE MODIFICATION
WEKIVA PARKWAY
HUANG
PARCEL 233

N

SCALE: 1"=60'

LMA
Landon, Moree & Associates, Inc.
Civil & Environmental Engineers - Planners - Surveyors
34622 U.S. 19 North Palm Harbor, Florida 34684
Phone: (727) 789-5016, Fax: (727) 787-4384
Toll Free: (866) 282-7368, WWW.LMAENGR.com

LMA JOB: 663-01 233

INVOICE
Huang& Wu
October 2, 2015

Dan K. Richardson, PhD, MAI, AI-GRS
R & W Enterprises, Inc.
2186 Coffee Pot Blvd. N.E.
St. Petersburg, Florida 33704
TIN 59-1097321

INVOICE NO. 15-033

BUCHANAN INGERSOLL & ROONEY PC
ATTN: MEREDITH DELCAMP
501 E. KENNEDY BOULEVARD, SUITE 1700
TAMPA, FLORIDA 33602

2-OCTOBER-2015

NOTICE TO PROCEED: April 8, 2015
PROJECT TITLE: Central Florida Expressway Authority
CASE NO.: 2014-CA-5261-O
CASE NAME: Huang/Wu
PARCEL NO.: 233

APPRAISAL SERVICES:

LABOR HOURS:
Principal Appraiser:

Establish Legal File(4/8/15)	1.50 hrs.@$200/hr.	$	300.00
Review Orig & Upd Appraisal(4/9/15)	3.75 hrs.@$200/hr.	$	750.00
Review Comps & Sales (4/9/15)	1.50 hrs.@$200/hr.	$	300.00
Prep & Teleconf w/Attys.(4/14/15)	2.00 hrs.@$200/hr.	$	400.00
Search for Engineer (4/17/15)	0.50 hrs.@$200/hr.	$	100.00
Review Road Plans (4/20/15)	2.25 hrs.@$200/hr.	$	450.00
Assemble Regional Data(4/22/15)	1.50 hrs.@$200/hr.	$	300.00
Research Neighborhood (4/23/15)	2.00 hrs.@$200/hr.	$	400.00
Investigate Tax Information(4/27/15)	1.50 hrs.@$200/hr.	$	300.00
Land Use Investigation (5/1/15)	1.50 hrs.@$200/hr.	$	300.00
Zoning Investigation (5/1/15)	1.00 hrs.@$200/hr.	$	200.00
Planning Overlay Info (5/1/15)	1.00 hr. @$200/hr.	$	200.00
Research Tax Information(5/6/15)	1.00 hr. @$200/hr.	$	200.00
Research Property History (5/6/15)	0.50 hrs.@$200/hr.	$	100.00
Research Subject Property (5/12/15)	1.00 hr. @$200/hr.	$	200.00
Research Sales (5/13/15)	3.50 hrs.@$200/hr.	$	700.00
Research Sales (5/21/15)	4.00 hrs.@$200/hr.	$	800.00
Research Utilities (5/27/15)	1.50 hrs.@$200/hr.	$	300.00
Subtotal Labor:	31.50 hrs.@$200/hr.	$	6,300.00

Principal Appraiser:			
Contact Engineer(6/1/15)	0.50 hr.	@$200/hr.	$ 100.00
Verify EA Sales Data (6/2/15)	2.50 hrs.	@$200/hr.	$ 500.00
Verify EA Sales Data (6/3/15)	1.75 hrs.	@$200/hr.	$ 350.00
Research Sales (6/4/15)	3.50 hrs.	@$200/hr.	$ 700.00
Research Sales (6/10/15)	3.50 hrs.	@$200/hr.	$ 700.00
Teleconf w/Atty.(6/11/15)	0.25 hr.	@$200/hr.	$ 50.00
Contact Engineer (6/11/15)	1.00 hr.	@$200/hr.	$ 200.00
Contact Property Owner (6/17/15)	0.50 hr.	@$200/hr.	$ 100.00
Review Engineering Report(6/17/15)	1.50 hrs.	@$200/hr.	$ 300.00
Review EA Sales Market Area(6/18/15)	2.00 hrs.	@$200/hr.	$ 400.00
Inspect,Measure&Photograph(6/23/15) Subject Property & Neighborhood	4.50 hrs.	@$200/hr.	$ 900.00
Inspect Comparables & Market Area(6/24/15)	8.00 hrs.	@$200/hr.	$ 1,600.00
Draft Reg/Ngh Analysis(6/25/15)	4.50 hrs.	@$200/hr.	$ 900.00
Verify Sales (6/26/15)	1.50 hrs.	@$200/hr.	$ 300.00
Draft Subject Description(6/26/15)	2.50 hrs.	@$200/hr.	$ 500.00
Verify Sales (6/26/15)	1.50 hrs.	@$200/hr.	$ 300.00
Prep Sales Summaries(6/27/15)	4.50 hrs.	@$200/hr.	$ 900.00
Prep Maps & Exhibits(6/29/15)	6.50 hrs.	@$200/hr.	$ 1,300.00
Assemble Addenda(6/30/15)	3.50 hrs.	@$200/hr.	$ 700.00
Prep HBU Analysis (7/1/15)	3.50 hrs.	@$200/hr.	$ 700.00
Verify Sale (7/2/15)	0.50 hr.	@$200/hr.	$ 100.00
Analyze Land Sales (7/2/15)	3.50 hrs.	@$200/hr.	$ 700.00
Draft Take Analysis (7/3/15)	1.50 hrs.	@$200/hr.	$ 300.00
Remainder Valuation & Cure(7/6/15)	4.50 hrs.	@$200/hr.	$ 900.00
Prep COV, TOC, Trans Let(7/7/15)	3.00 hrs.	@$200/hr.	$ 600.00
Assemble Appraisal (7/8/15)	6.00 hrs.	@$200/hr.	$ 1,200.00
Proof & Deliver Appraisal(7/9/15)	4.00 hrs.	@$200/hr.	$ 800.00
PAGE TWO - LABOR HOURS:	80.50 hrs.	@$200/hr.	$16,100.00
PAGE ONE - LABOR HOURS:	31.50 hrs.	@$200/hr.	$ 6,300.00
TOTAL LABOR HOURS:	112.00 hrs.	@$200/hr.	$22,400.00

EXPENSES: Travel & Direct Expenses $ -0-

TOTAL AMOUNT DUE THIS INVOICE: $22,400.00

Dan K. Richardson, PhD, MAI, AI-GRS
Cert Gen #RZ735 (Florida)

DKR/BIR/15-033

JMD ENGINEERING, INC.

Meredth Delcamp
Fowler White Boggs P.A.
501 E. Kennedy Blvd, Suite 1700
Tampa, Florida 33602

Invoice Date: 9/29/2015
Invoice Amount: $4,145.00

Project No: FW-15-04
Project Name: PARCEL 233

Please send payments to:
JMD ENGINEERING, INC.
12773 FOREST HILL BLVD., SUITE 204
WELLINGTON, FL 33414

Federal Tax Id: 06-1663562

Invoice No: FINAL BILL

Services through 9/29/2015

HOURLY

Description	Current Amount Due
PROFESSIONAL SERVICES	$4,145.00
EXPENSES -	$0.00
Subtotal	**$4,145.00**
Total HOURLY	$4,145.00

TOTAL INVOICE $4,145.00

JMD

JMD ENGINEERING, INC.

LABOR AND EXPENSE DETAIL

Meredth Delcamp
Fowler White Boggs P.A.
501 E. Kennedy Blvd, Suite 1700
Tampa, Florida 33602

Invoice No:	Final Bill
Invoice Date:	9/29/2015
Project No:	FW-15-04
Project Name:	PARCEL 233

HOURLY

Task	Description	Hrs/Qty	Rate	Current Amount
PROFESSIONAL SERVICES	PRINCIPAL	18.50	$190.00	$3,515.00
	CAD TECH	7.0	$90.00	$630.00
TOTAL PROFESSIONAL SERVICES		**25.5 hrs**		**$4,145.00**
EXPENSES	OFFICE EXPENSE			$0.00
	OTHER EXPENSES			$0.00
TOTAL LABOR AND EXPENSE DETAIL				**$4,145.00**

This page is for informational purposes only. Please pay amount shown on cover page.

Work Descriptions for John M. Donaldson

FW-15-04

Job Name

Date	*Hours*	*Task*	*Work Description*
2/20/2015	2.00	02	REVIEW DOCS
2/24/2015	2.00	02	ANALYSIS
3/11/2015	1.50	02	ANALYSIS
3/18/2015	1.50	02	ANALYSIS. COSTS
4/9/2015	1.00	02	DATA TO ATTY
5/19/2015	4.00	02	ANALYSIS. REPORT
5/28/2015	1.50	02	REPORT.COSTS REVISED.
6/11/2015	4.00	02	CONF CALL. REPORT. DW RESEARCH
6/17/2015	1.00	02	CONF CALL W/ ATTY APPRAISER

Total Hours: *18.50*

Work Descriptions for CADD TECHNICIAN

FW-15-04

Job Name

Date	*Hours*	*Task*	*Work Description*
3/19/2015	5.00		BC, AOT, ACDN
5/19/2015	2.00		ADDITIONAL CAD
Total Hours:	*7.00*		

CONSENT AGENDA ITEM

#32

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
Laura Kelley, Executive Director

FROM: Joseph Passiatore, General Counsel
Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: February 17, 2016

RE: Headquarters Building Meeting Room Use Policy

BACKGROUND

The Central Florida Expressway Authority ("CFX") receives requests to allow use of conference rooms located in administrative headquarters building for professional learning activities, civic and governmental meetings, and other symposiums. CFX has accommodated, and is willing to continue to accommodate, such use, subject to certain safeguards and limitations appropriate to a publicly owned and operated facility.

The attached Resolution updates the existing policy by updating the name to Central Florida Expressway Authority and adding a refundable deposit in the event of damage, repairs or cleaning expenses.

REQUEST

Board adoption of the attached Resolution allowing professional associations, governmental entities, and registered 501(c) nonprofit organizations to reserve and use first floor rooms in the administrative headquarters building of CFX.

Resolution No. 2016-____.

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING AND APPROVING A HEADQUARTERS BUILDING MEETING ROOM POLICY

WHEREAS, the Central Florida Expressway Authority ("CFX") is frequently requested to allow usage of its administrative headquarters building for professional learning activities, civic and governmental meetings, and other symposiums; and

WHEREAS, CFX is willing to accommodate such usage subject to certain safeguards and limitations appropriate to a publicly owned and operated facility.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

Section 1. CFX may allow any professional association, civic or governmental organization to utilize available first floor meeting space if the organization enters into a CFX Application to Reserve and Use CFX Facilities (Exhibit A) with CFX at least 14 days prior to the meeting. Such usage shall be authorized by the Executive Director or his/her designee and any revisions made to the Application must be approved by CFX's General Counsel.

Section 2. Governmental agencies and registered 501(c) non-profit organizations may use CFX's first floor meeting space free of charge. All other organizations shall pay $100 per room per day. All organizations shall provide a refundable security deposit to cover the cost of repairs, damage, cleaning, or other expenses incurred as a result of the organization's use. CFX reserves the right to refuse, cancel or revoke any organization's ability to use CFX's meeting space at any time.

Section 3. CODIFICATION. This Policy shall be codified in CFX's Index of Policy and Procedures under Miscellaneous MISC-1.

Section 4. EFFECTIVE DATE. This Policy shall become effective upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2016.

_____
Welton Cadwell
Chairman

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

APPLICATION TO RESERVE AND USE CFX FACILITIES

(Submit 14 days prior to Event)

Applicant:_____
Address:_____
Telephone:_____ Email:_____
Contact Person:_____ Title:_____
Telephone:_____ Email:_____

Event: Event Name:_____
Event Date:_____ Start Time:_____ End Time:_____
Event Purpose:_____
Number Attending:_____(Capacity restrictions apply)
Description of Activity/Function: _____
_____
_____
Request to Serve: ___ Food ___ Beverages (No Alcohol)

Requested Area to Reserve ("Reserved Area")
The CFX building is open from 8 a.m. to 5 p.m. No equipment will be provided by CFX.
CFX Administration Building: ___ Boardroom (120 existing chairs; 150 seated, 60 classroom)
___ Pelican (Room 107) (70 seated or 48 for a classroom setup)
___ Ibis (Room 150) (60 seated or 40 for a classroom setup)
Special Arrangements:_____
Other:_____

Required Attachments:
___ Brochure, Flyer, or Advertisement of Event
___ Description of Proposed Use
___ Certificate of Insurance
___ $300 Refundable Deposit**

Fees:
___ $100/Room/Day Set Up and Use Fee*
___ Staffing Fee (if Required)
_____
_____

*All payments must be made by check or money order payable to the "Central Florida Expressway Authority." If the Applicant is a governmental agency, professional association or a registered 501(c) nonprofit civic organization, the use fee **may** be waived.
**A bill will be sent to the Applicant for additional or unforeseen charges, including cleaning and repairs. The Applicant is responsible for all cleanup. The Reserved Area must be left in the condition it was rented or the refundable deposit will not be returned. Subject to deductions for damage, repairs, cleaning and other expenses, the refundable deposit will be returned by mail to the Applicant within two weeks of the event.

On behalf of my group/organization, I represent and warrant that the person signing below is duly authorized to sign this Application to which the Applicant and its employees will be bound.

APPLICANT (print name):_____
Signature:_____ Date:_____

TO BE COMPLETED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") PRIOR TO EVENT

(Initial if Ready for Review:___)

In reliance upon the Applicant's representations and commitments, CFX grants a non-exclusive, revocable license to use the above-described CFX Reserved Area on the date and time specified above, and for the limited purpose of the activities described above, subject to the terms, conditions, and charges set forth herein and below, including the right to cancel or rescind the reservation and right of entry.

Approved By: _____ Date: _____
Executive Director

APPROVED AS TO FORM: _____ Date: _____
General Counsel / Deputy General Counsel

CFX FACILITY USE TERMS AND CONDITIONS

1. Coordination. The Event shall be coordinated with CFX. Coordination with CFX shall be accomplished through contact and cooperation with Facilities Supervisor at (407) 690-5000 at least one (1) week in advance.

2. Indemnification. The Applicant shall indemnify, defend and hold CFX, its officers, directors, employees, agents, and servants, harmless from all liability for any injury or damage which occurs on any property or in any facility made available to the Applicant by CFX pursuant to this Application and which occurs prior, during, or after the course of the Event or any program or activity sponsored by the Applicant. This agreement to indemnify, defend, and hold CFX harmless includes an obligation to indemnify and hold CFX harmless for liability for any negligence on the part of CFX, its officers, directors, employees, agents, and servants. CFX gives specific consideration for this indemnification provision by charging the Applicant a fee that is less than fair market value. By signing this Application, the Applicant acknowledged the benefit and sufficiency of this consideration. The Applicant's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgment, and settlement of any complaint, claim or legal action.

3. Insurance Requirements. The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Applicant's activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Application. 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 Applicant'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. The Applicant shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. When required by the insurer, or should a policy condition not permit an endorsement, the Applicant 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. At the Applicant's expense, all limits must be maintained. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.

a. Commercial General Liability: 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, with a deductible of no more than $500, and Two Million Dollars ($2,000,000) aggregate combined single limits covering bodily injury, property damage, personal injury and liability. CFX shall be listed as an additional insured utilizing an endorsement form. The general liability policy must provide coverage for contracted liability thus negating the need to name CFX as an additional insured.

4. Assumption of Risk; Release; Sovereign Immunity. Applicant, on behalf of its employees, contractors, agents, and invitees assumes the risk associated with any activities arising out of this Application, the Event, or on or around CFX Property. Applicant, on behalf of itself, its employees, contractors, agents, and invitees, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, agents, or invitees may suffer or incur in connection with this Application, the Event, or any program or activity sponsored by the Applicant. Nothing contained in this Application shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.

5. CFX's Reservation of Rights. CFX reserves the right to: (a) cancel this Reservation if it is found that the Reserved Area is needed for CFX use; (b) to rescind and cancel this Reservation at any time when the proposed use of the Reserved Area is harmful to the best interest of CFX, its property, its safety, or the convenient operation of its ongoing operations; and (c) to require additional staff, custodians, security officers or equipment operators depending on the type of event at the expense of the Applicant.

6. Regulations: In order to use the CFX Reserved Area as outlined in the Application, Applicant agrees to the following:

a. To pay all charges and fees to CFX for using CFX facilities, equipment and services. An Applicant that has outstanding obligations or debts to CFX will not be permitted to use CFX facilities until such time as all of those obligations are satisfied.
b. To be responsible for the character, acts and conduct of all their officers, employees, agents, contractors, invitees, participants and guests admitted to a CFX facility, building, or site. CFX reserves the right to remove any individual from CFX property.
c. To comply with all applicable federal and state laws and all local ordinances, as well as CFX rules and procedures and to ensure that no one is excluded from participation in or subjected to discrimination on the basis of disability, age, race, color, religion, sex, national origin, ethnicity, veteran status or any other classification protected by federal or state laws. The Applicant agrees to adhere to the provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973 and all laws protecting the rights of the disabled.
d. To be responsible for acquiring all necessary permits and licenses required for the Event and to agree not to do or cause anything to be done on CFX property that shall violate any laws, ordinances, rules or requirements, or which in any way increases the conditions of or cancels or invalidates any insurance policy.
e. To be responsible for all CFX equipment, which is lost, stolen or damaged. The Applicant will be responsible for damages including the replacement cost, as well as cleaning expenses.
f. To only use CFX's name, insignia, logo, picture or any other material with prior written CFX approval. CFX requires prior review of all material produced, which uses CFX's name, insignia, logo or picture.
g. To be responsible for your own officers, employees, agents, contractors, invitees, participants, and guests, and to ensure that they use CFX facilities in a safe and careful manner.
h. To request prior written approval to bring any electrical equipment onto CFX grounds and connect it to electrical service. All Applicant equipment must be removed from CFX promptly following the scheduled event. If there is any delay, CFX may remove the Applicant's equipment at Applicant's expense and dispose of it after 72-hour notice via electronic mail.
i. To limit the number of occupants to the safe capacity of the room or facility as determined by CFX. The Event will not exceed the designated capacity. CFX reserves the right to terminate an event immediately if the event exceeds the legal capacity of a room/facility.
j. To provide first aid services. CFX may require the Applicant to provide first aid personnel on site depending on the nature of the event.
k. To provide an authorized representative who will be in attendance and in charge of your event at all times.
l. To notify CFX of any event changes at least forty-eight (48) hours prior to the start of the Event. Approval of all changes is at CFX's sole discretion. Any changes may result in additional charges not anticipated in the original estimate. At the conclusion of the Event, CFX will inspect the Reserved Area to determine if the reserved area requires additional cleaning or was damaged. The cost of cleaning and repairs as well as any other unforeseen expenses will be deducted from the refundable deposit. Within two (2) weeks after the Event, if not sooner, CFX will provide the Applicant

with its After Event Inspection Report and the remaining portion of the refundable deposit.

m. To get CFX prior written approval for all use of decorations, scenery, exhibits, banners, posters, bleachers, platforms and any other equipment. Any device capable of producing an open flame is prohibited with the exception of chafing dishes. Scenery and exhibits may be required to be appropriately flame retardant.
n. To require all visitors to enter through the main entrance and wear visitor security badges.
o. To limit use of the CFX Facility to the 1st floor and to prohibit entry into the first floor offices or the second and third floor.
p. To take the premises as they are at the time of the event. No removal of or change to CFX property shall be made without the prior consent of CFX's Facilities Supervisor and CFX's Executive Director. If consent is granted, CFX property shall be returned to its original condition.
q. To forbid the use or storage on any part of CFX property of any flammable or explosive substance or any items prohibited by law or ordinance or excluded from fire insurance.
r. To remove from CFX property all trash, especially food products, prior to vacating the building and to remove all of Applicant's equipment and material as soon as possible after the Event and not later than one (1) hour following final use unless permission is provided from the Facilities Supervisor or his designee. Anything not removed within this time frame will be subject to storage and disposal fees.
s. To allow all materials, equipment, and deliveries to be subject to inspection and approval by CFX at any time.
t. No possession of any unlawful or dangerous instrument, device or material. Nothing will be done which will injure or harm any person(s) or damage CFX property or use CFX property for any unlawful, unauthorized or offensive purpose.
u. No use or possession of unlawful drugs on CFX property.
v. No possession or use of any alcoholic beverages is permitted on CFX property.
w. No signs may be posted on CFX property without prior written CFX approval. All signs must be promptly removed following the Event. Signs may not be affixed to any CFX sign, building or property.
x. CFX is a tobacco-free institution. Tobacco use is prohibited inside CFX's Administration Building, but allowed in designated areas outside the building.

7. Miscellaneous. This Application 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. The Applicant may not assign this Agreement, in whole or in part, without the prior written consent of CFX. The Applicant is an independent contractor. No acts performed or representations made, whether oral or written by the Applicant with respect to third parties shall be binding on CFX. This Agreement contains the entire Agreement of the parties. Any and all modifications must be in writing, signed and dated by each party's authorized representatives. Any matters not expressly provided for herein would be at the discretion of the CFX Executive Director.

AFTER EVENT INSPECTION AND RETURN OF OR DEDUCTION FROM DEPOSIT

Instructions: The Applicant is responsible for all cleanup. The Reserved Area must be left in the condition it was rented or the cleaning or repair charges and expenses will be deducted from the Refundable Deposit. If the cleaning or repair charges and expenses exceed the Refundable Deposit, a bill will be sent to the Applicant for the additional or unforeseen charges. If the Reserved Area passes inspection without additional cleaning or repairs, then the refundable deposit will be returned by mail to the Applicant within two weeks of the event.

Mailing Address to Return Refundable Deposit

Applicant:_____

Address:_____

City, State and Zip Code:_____

Event Name:_____

Event Date:_____

INSPECTION REPORT AND RECONCILIATION

Did the Reserved Area require additional cleaning?_____

Was the Reserved Area damaged or did it require repairs?_____

Was the Reserved Area vacated by close of business?_____

Description:_____

_____

_____

_____

_____

_____

_____

_____

_____

Cost or Expenses Incurred:_____

(Attach backup if available)

Inspected By:_____ Date:_____

Facilities Supervisor

Reviewed By:_____ Date:_____

Paralegal or Executive Assistant

Reconciliation:

Initial Refundable Deposit: $_____

Deductions: LESS $_____

Amount of Refund to be Returned: $_____ Initial upon Mailing:_____

CONSENT AGENDA ITEM

#33

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: January 25, 2016

SUBJECT: Winderweedle Haines Ward & Woodman, P.A. Contract Renewal (Contract No. 000427), and Shutts & Bowen Contract Renewal (Contract No. 000930)

Both the Winderweedle Haines Ward & Woodman, P.A. ("WHWW") and Shutts & Bowen ("Shutts") right of way legal counsel contracts are expiring on March 31, 2016.

At this time our office is recommending a one year extension to each contract with additional funding of one million dollars ($1,000,000) to the WHWW contract and four million dollars ($4,000,000) to the Shutts contract. The latter amount is based upon the August 28, 2015 estimate (copy attached) which was later funded in the reduced amount of two million dollars ($2,000,000).

This will carry each contract forward until February 27, 2017 by which time we would expect that significant progress will have been achieved in closing out the assigned parcels for the Wekiva Parkway project.

The CFX Right of Way Committee has approved both the one year extension and funding amounts.

JLP/ml
Attachments

cc: Robert Johnson, Procurement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Right of Way Counsel Services

Contract No: 000427

This Supplemental Agreement No. 2 entered into this ___ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A., (the "Legal Consultant"), the same being supplementary to the Agreement between the aforesaid, dated August 8, 2007, for right of way counsel services, (the Contract").

1. CFX wishes to extend the term of the Contract to February 27, 2017, to complete the required services and increase in the Contract amount by $1,000,000.00. Rates currently being paid to Legal Consultant shall remain unchanged.

2. Legal Counsel hereby agrees to the extension of the Contract term and the increase in the Contract amount.

3. CFX and Legal Counsel agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies Legal Consultant's waiver of all future rights for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 2 is necessary to extend the term of the Contract to completion of the required services and to provide additional compensation.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Right of Way Counsel Services

Contract No.: 000427

Amount of Changes to this document: $1,000,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

Approved as to Form and Execution:

_____
General Counsel for CFX

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

_____
Signature

Print Name: _____

Title: _____

CONSENT AGENDA ITEM

#34

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: January 25, 2016

SUBJECT: Winderweedle Haines Ward & Woodman, P.A. Contract Renewal (Contract No. 000427), and Shutts & Bowen Contract Renewal (Contract No. 000930)

Both the Winderweedle Haines Ward & Woodman, P.A. ("WHWW") and Shutts & Bowen ("Shutts") right of way legal counsel contracts are expiring on March 31, 2016.

At this time our office is recommending a one year extension to each contract with additional funding of one million dollars ($1,000,000) to the WHWW contract and four million dollars ($4,000,000) to the Shutts contract. The latter amount is based upon the August 28, 2015 estimate (copy attached) which was later funded in the reduced amount of two million dollars ($2,000,000).

This will carry each contract forward until February 27, 2017 by which time we would expect that significant progress will have been achieved in closing out the assigned parcels for the Wekiva Parkway project.

The CFX Right of Way Committee has approved both the one year extension and funding amounts.

JLP/ml
Attachments

cc: Robert Johnson, Procurement

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel

CLIENT-MATTER NO.: 19125

FROM: Kenneth W. Wright, Esq.
David A. Shontz, Esq.

DATE: August 28, 2015

RE: Request for Supplemental Agreement No. 2 to Shutts & Bowen LLP
General Right-of-Way Counsel Services - Contract No. 000930

As you are aware, on February 27, 2013, CFX (in its former structure as OOCEA) entered into a contract with Shutts & Bowen LLP for General Right-of-Way Counsel Services for a three-year period for a not-to-exceed amount of $2,535,000 based on the hourly rates attached to the price proposal, with the possibility of two one-year renewals.

On or about November 19, 2014, CFX entered into supplemental agreement no. 1 with Shutts & Bowen increasing the not-to-exceed amount of the contract by $2,500,000, to a total of $5,035,000. As part of supplemental agreement no. 1, Shutts & Bowen voluntarily agreed to lower its hourly rates from those previously agreed to under the original price proposal.

Please keep in mind that included in the not-to-exceed amount are the all of the fees and costs of experts retained by Shutts & Bowen, on behalf of the CFX, directly related to the right-of-way acquisitions for the Wekiva Parkway parcels.

Additionally, the Shutts & Bowen invoices to date have also included nearly $580,000 in fees and costs arising out legal services requested by CFX on the All Aboard Florida matter and the Innovation Way/Beachline Interchange project, neither of which was anticipated to be included in the General Right-of-Way Counsel Services at the time of the initial contract.

Below is a summary of the work completed and significant accomplishments since February 27, 2013:

- **89 parcels handled by Shutts & Bowen for Wekiva Parkway (429-203, 204, 205 and 206), consisting of 648 property interests as follows:**

- **423-203: 261 property interests acquired**
- **429-204: 142 property interests acquired**
- **429-205: 55 property interests acquired/set for OT to be acquired**
- **429-206 190 property interests acquired/set for OT to be acquired**

- **24 suits filed in Orange and Lake Counties, which also consists of the 67 separate Parcels currently in litigation as follows:**
  - **11 parcels are currently set for trial through the end of 2016**
  - **56 parcels are being litigated, but not yet set for trial**
- **Approximately 440 expert reports completed for the 89 parcels (first offer appraisal report, order of taking appraisal, date of value appraisal, engineering reports, land planning reports, business damage reports, etc.):**
  - **All expert reports are complete except approximately 20 updated appraisal reports through the date of value. Most, if not all expert fees going forward will be for litigation support and trial testimony.**

Please find set forth below an outline of the typical work necessary post-order of taking through a jury trial conclusion, including post judgment work and expert fees for litigation support:

I. **Discovery** (written discovery, depositions of fact witnesses and experts, rebuttal, review of documents after production)

II. **Motions** (dispositive and non-dispositive, attend hearings, etc.)

III. **Mediation** (Prepare for and attend)

III. **Pre-Trial Conference** (Witness and exhibit lists, motions in limine)

IV. **Trial Preparation**

V. **Trial Attendance** (5-7 day trials, after hour witness and client conferences, research, jury instructions, trial order compliance)

VI. **Experts** (Preparation, reports)

VII. **Post Trial/Judgment** (Motions to tax fees and costs, apportionment hearings, etc.)

Over the next 60 days, we will be completing the remaining Order of Takings for the final parcels in 205 and 206 which will result in additional fees and costs being incurred. Additionally, although taking a case through trial including expert's fees and post judgment work could be as much as $300,000, it is likely that we will be successful in resolving many of the

remaining 67 parcels presently being litigated without the need for a trial (though 11 parcels are currently set for trial through the end of 2016). In providing you with the requested range of legal and expert fees and costs going forward, we would estimate the minimum incurred for the remaining 67 parcels to be $5,000,000; however, in the unlikely event that all of the cases in connection with the 67 parcels were to go to trial, these fees and costs could be as much as $20,000,000.

As of July 13, 2015, the amount of legal fees and costs incurred by Shutts & Bowen is $2,714,988.90. The amount of expert's fees and costs incurred and booked against the Shutts & Bowen contract for the same time period is $2,222,830.30. Together they total $4,937,819.20, leaving a balance of only $97,180.80 in relation to the not-to-exceed contract amount.

Accordingly, Shutts & Bowen is requesting a supplemental agreement no. 2 to increase the not-to-exceed amount of the contract by another $6,500,000.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Right of Way Counsel Services

Contract No: 000930

This Supplemental Agreement No. 4 entered into this ___ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and SHUTTS & BOWEN, LLP (the "Counsel"), the same being supplementary to the contract between the aforesaid, dated February 27, 2013, for Right of Way Counsel Services, (the "Agreement").

1. CFX has determined it necessary to extend the term of the Contract to February 27, 2017, and to increase the Contract amount by $4,000,000.00 in order to continue the required services to completion. Rates currently being paid to Counsel shall remain unchanged during the extension.

2. Counsel hereby agrees to the extension of the Contract term and the increase in the Contract amount.

3. CFX and Counsel agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies Counsel's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.

4. This Supplemental Agreement No. 4 is necessary to extend the term of the Contract and to provide additional compensation to completion of the required services.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Right of Way Counsel Services

Contract No.: 000930

Cost: $4,000,000.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

SHUTTS & BOWEN, LLP

By: _____

_____
Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

CONSENT AGENDA ITEM

#35

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: February 24, 2016

RE: *Central Florida Expressway Authority v. Mockingbird Orlando, LLC*
Project 599-1260, Parcel 100, Part A and Parcel 100, Part B for
Improvements at the Interchange of State Roads 417 and 528
Parent Tract Location: Northwest Corner of S.R. 417 and S.R. 528
Parcel 100 Part A: 4.278+/- acres along S.R. 528 for retention
Parcel 100 Part B: 2.048+/- acres at the northwest corner for the ramp

---

INTRODUCTION

Last year, the Central Florida Expressway Authority ("CFX") Board adopted a resolution approving the acquisition of Project 599-1260, Parcel 100, part A and Parcel 100, part B for improvements at the interchange of State Roads 417 and 528 and along S.R. 528 in the general area depicted on **Composite Exhibit 1**. The improvements are for two reasons. First, the improvements will allow for the reconstruction of the southbound S.R. 417 (Greeneway) ramp connecting to the westbound S.R. 528 (Beachline) to accommodate an increased design speed from 40 m.p.h. to 60 m.p.h. Second, the auxiliary lane on S.R. 528 will be extended from the S.R. 417 ramp to the S.R. 15 exit. Currently this section of S.R. 528 has 3-lanes from the S.R. 417 ramp, reducing to 2-lanes on the S.R. 528 mainline, before again reopening to three-lanes through S.R. 15 (Narcoossee Road). The proposed 3-lane configuration will improve the westbound traffic flow. Additional property is needed for stormwater treatment purposes.

APPRAISED VALUE OF PARCEL 100, PART A AND B

CFX retained Paul M. Roper, MAI, SRA, to appraise the subject property. As stated in his appraisal report, the property was formally used as the Pine Castle Jeep Bombing Range. The property is considered to be contaminated with leftover buried munitions, explosives and bombs that were used in the 1940s at the time the property was leased by the military. Prior to commencing any development, the property will need to be remediated.

Mr. Roper appraised the property as if clean at $55,400 per gross acre for a total of $351,000 for the 6.326 acres of property needed. Mockingbird Orlando, LLC, has agreed to accept CFX's appraised value and agreed to remediate CFX's portion of the subject property as a priority. In return, the property owner would like to obtain a right of entry along the northern boundary of S.R. 528 for access purposes for a period of twenty-four (24) months.

Attached is a proposed Real Estate Purchase Agreement setting forth the anticipated completion dates of May 2016 to complete the requirements of the Integrated Corrective Action Plan and June 2016 as an anticipated deadline to receive a no further action notice from the Florida Department of Environmental Protection. A closing would take place thereafter.

REQUESTED ACTION

We respectfully request the Board approve the Right of Way Committee's recommendation of the attached Real Estate Purchase Agreement, which sets the purchase price at the appraised value, requires Mockingbird Orlando to prioritize the cleanup of the property needed by CFX, grants the owner temporary access for remediation, among other terms as set forth therein.

ATTACHMENTS

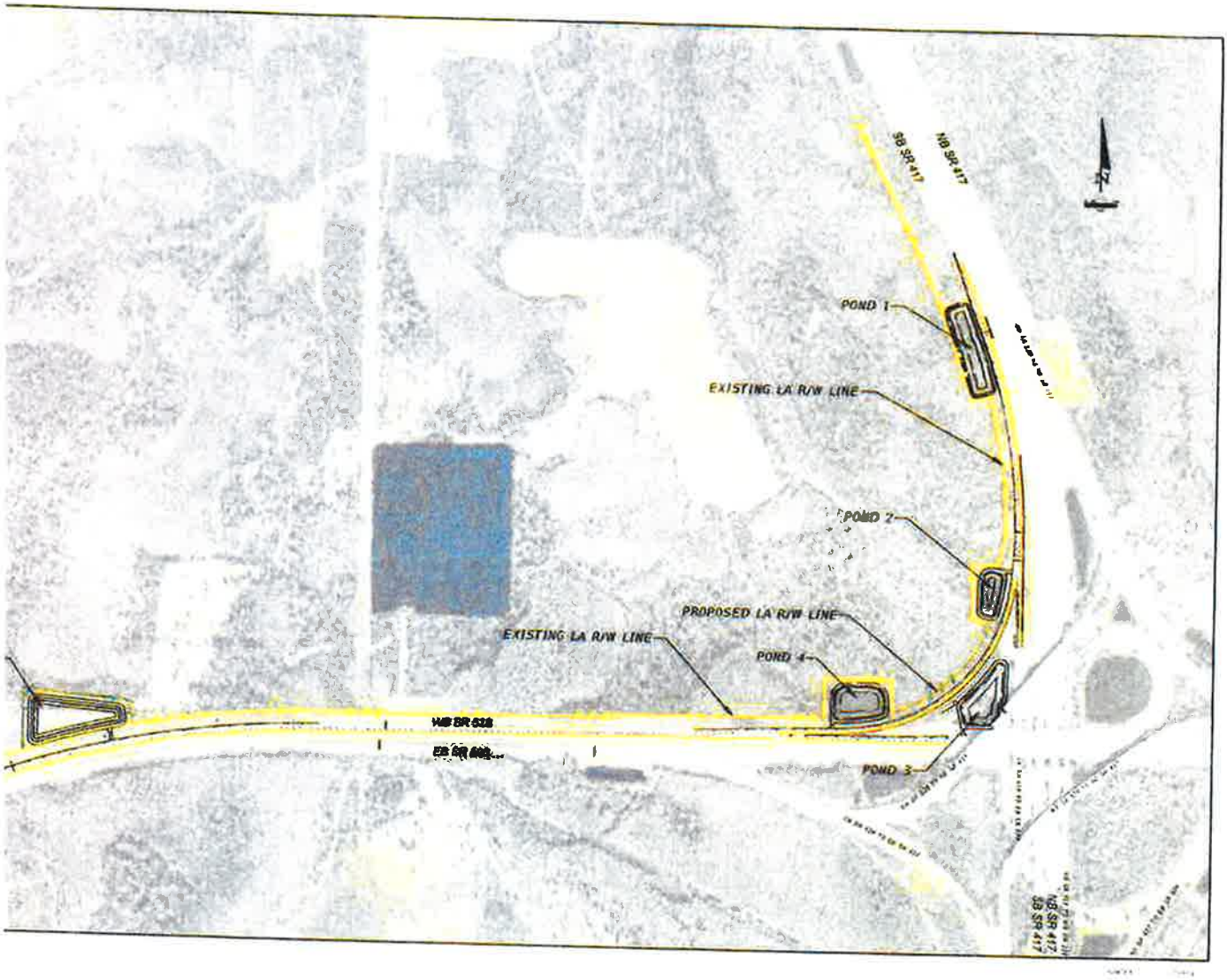
1. Aerial Maps
2. Easement or License from Adjacent Parcel
3. Purchase Agreement

MOCKINGBIRD ORLANDO LLC
PROPOSED ROAD
PROPOSED R/W
Beachline Expressway
528
417

EXHIBIT I

SB SR 417 TO WB SR 528 RAMP REALIGNMENT

PROPOSED CONDITION



PARCEL NO. _____
PROJECT _____
MOCKINGBIRD TAX ID # 20-0546792

REAL ESTATE PURCHASE AGREEMENT

This **REAL ESTATE PURCHASE AGREEMENT** ("Agreement") is made and entered into this _____ day of _____, 2016, (the "Acceptance Date") by and between **MOCKINGBIRD ORLANDO, LLC,** a Florida limited liability company, ("Owner"), whose address is 2200 East 4th Avenue, Hialeah, Florida 33013 and whose U.S. Taxpayer Identification Number is _____ and 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"), whose address is 4974 ORL Tower Road, Orlando, FL 32807.

W I T N E S E T H:

WHEREAS, Owner is the fee simple owner of a certain parcel of real property located in Orange County, Florida (the "Property"), being more particularly described in **Composite Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, CFX desires the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities or for other appropriate and legally authorized uses, and CFX is required by law to furnish same for such purpose; and

WHEREAS, Owner, under threat of condemnation, desires to sell to CFX and CFX desires to purchase from Owner the Property upon the terms and conditions herein below set forth.

WHEREAS, pursuant to Section 334.27, Florida Statutes, CFX is a governmental transportation entity and CFX is not subject to any liability imposed by Chapters 476 or 403, F.S., for preexisting soil or ground water contamination due solely to its ownership.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars ($10.00) in hand paid by CFX to Owner, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, CFX and Owner hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell.** Owner, under threat of condemnation, agrees to sell to CFX and CFX agrees to purchase from Owner the Property in the manner and upon the terms and conditions herein below set forth in this Agreement.

3. **Purchase Price.** The total Property to be purchased from Owner is the sum of 4.278 acres plus 2.048 acres, more or less, for Parcel 100, Part A, and Parcel 100, Part B, as more particularly described in the legal descriptions and sketches attached hereto as **Composite Exhibit "A"**, and includes any and all site improvements (the "Property"). The total purchase price (the "Purchase Price") to be paid by CFX to Owner for the Property shall be Three Hundred and Fifty One Thousand Dollars **($351,000.00)** which Purchase Price shall be paid by CFX to Owner at Closing. The Purchase Price shall be paid by a check from CFX or by wire transfer of funds, subject to appropriate credits, adjustments and prorations as herein below provided, and represents the full compensation to Owner for the Property and for any damages suffered by Owner and any adjoining property owned by Owner in connection with the transaction contemplated under this Agreement.

4. **CFX's Right of Inspection.**

(a) Right of Inspection. CFX shall at all times before Closing have the privilege of going upon the Property with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which CFX, in its discretion, deems necessary or desirable to determine the suitability of the Property for its intended uses thereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property. CFX may, in its sole discretion and at its sole cost and expense, have the Property tested, surveyed and inspected to determine if the Property contains any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). CFX may obtain a hazardous waste report prepared by a registered engineer, which report, if obtained, shall be satisfactory to CFX in its sole discretion. In the event CFX determines that said report is not satisfactory, CFX may terminate this Agreement, both parties thereby being relieved of all further obligations hereunder.

(b) Termination. In the event Authority elects to exercise its right to terminate this Agreement pursuant to the provisions of Section 4(a) hereof, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 11 hereof) prior to the then-scheduled date of Closing.

(c) Indemnification. Subject to limitations provided in Statute 768.28, Florida Statutes, Authority hereby agrees to indemnify and hold harmless Owner against all claims, demands, and liabilities, including but not limited to attorneys' fees, or non-payment of services rendered to or for Authority, or damages or injuries to persons or property, or the property, arising out of Authority's inspection of the Property, and not resulting from the wrongful acts or omissions of Owner or Owner's agents. Notwithstanding anything to the contrary set forth in this

Agreement, the agreement to indemnify and hold Owner harmless in this Section 4(c) shall survive the Closing or any earlier termination of this Agreement as provided herein. The grant of indemnity in this Section shall include all actions undertaken by Authority or Authority's employees, agents, or consultants. In the event Authority terminates this Agreement during the inspection period Authority shall repair any damage to the Property resulting from Purchaser's inspection activities. In the event this Agreement is not terminated pursuant to the preceding provisions of this Section 4, as to all Authority's access to and inspections of the Property occurring subsequent to the expiration of the time period for inspection and prior to the Closing the preceding provisions of this Section 4, including the indemnification provisions, shall remain in full force and effect, and shall survive the termination of this Agreement. CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

5. **Evidence of Title.** At any time within sixty (60) days of the Acceptance Date, CFX may, at CFX's sole cost and expense, order a commitment from an agent of CFX's selection, for a policy of Owner's Title Insurance (the "Commitment") which shall be written on a title insurance company reasonably satisfactory and acceptable to CFX. Copies of all documents constituting the exceptions referred to in the Commitment shall be attached thereto. A complete copy of the Commitment and all title exception documents shall be provided to Owner by CFX within ten (10) days of CFX's receipt of the Commitment and title exception documents. The Commitment shall bind the title company to deliver to CFX a policy of Owner's Title Insurance which shall insure CFX's title to the Property in an amount equal to the Purchase Price. CFX shall have thirty (30) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine same and notify Owner, in writing and in accordance with the Notices procedures specified in Section 11 hereof, of any defects, a defect being a matter which would render title unmarketable or is otherwise unacceptable to CFX. Owner shall have thirty (30) days from receipt of notice within which to remove such defect(s), and if Owner is unsuccessful in removing same within said time period, CFX shall have the option of: (i) accepting title as it then is; or (ii) terminating this Agreement, whereupon each party shall then be released of all further obligations hereunder. Owner agrees that it will, if title is found to be unmarketable or otherwise unacceptable to CFX, remove or correct the defect(s) in title within the time period provided therefor. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly at CFX's option. Those matters set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, together with those title exceptions listed in the Commitment and accepted by CFX, shall be deemed and collectively referred to herein as the "Permitted Exceptions". CFX shall take title to the Property subject to the Permitted Exceptions. At Closing, CFX shall pay the premium for the Owner's Title Insurance Policy to be issued.

6. **Survey**. CFX shall have the right, at any time before Closing, to have the Property surveyed at its sole cost and expense (the "Survey"). Any Survey shall be performed and certified to CFX, Owner, and the title company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Any survey exceptions or matters not reasonably acceptable to CFX shall be treated as title exceptions. The surveyor shall provide to CFX and Owner certified legal descriptions and sketches of said descriptions delineating the Property into various portions of right of way and the legal descriptions will be included in the deed as an additional description of the Property conveyed by Owner.

7. **Closing Date and Closing Procedures and Requirements**.

(a) Closing Date. The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on a date not greater than thirty (30) days following the completion of the environmental remediation of the Property in compliance with the terms of the Voluntary Clean-up Order (VCO) which has been issued by the Florida Department of Environmental Protection ("FDEP") and is more particularly described in Section 18 below, the issuance by FDEP of a no further action determination with respect to the Property regarding the environmental remediation, and the expiration of any appeal period with respect to the FDEP no further action determination. As specified in Section 18 below, Owner shall provide to CFX copies of correspondence, reports, other status updates, and other documentation generated or received as part of or in conjunction with the VCO, including specifically copies of the no further action determination by FDEP (which will be provided by Owner to CFX immediately upon receipt by Owner). Upon issuance of the FDEP no further action determination and expiration of any appeal period with respect thereto the Parties shall agree on a mutually acceptable closing date (unless an alternate closing date is determined by CFX under the provisions of sub-Section 7(b) immediately below), which closing date shall occur within thirty (30) days of satisfaction of the above listed contingencies regarding the FDEP no further action determination.

(b) Alternate Closing Date. Notwithstanding any other provisions of this Agreement to the contrary, including the provisions of sub-Section 7(a) immediately above, CFX shall retain the right, at its election, to schedule a Closing date and close on the purchase of the Property prior to the completion of the environmental remediation of the Property (and contiguous real property also owned by Owner) by Owner. In the event CFX elects to set an alternate closing date under the provisions of this Sub-Section the following provisions shall apply:

(i) CFX election of an alternate closing date prior to completion of the environmental remediation of the Property shall not terminate or alter Owner's obligation under this Agreement to complete the environmental remediation of the Property required under the VCO described in Section 18 herein. Owner shall continue to pursue completion of the environmental remediation of the Property with due diligence, and thereafter obtain a no further action determination regarding the property by FDEP (the FDEP no further action determination may be included in a no further action determination that includes the Property other contiguous real property owned by Owner).

(ii) In the event CFX elects to close on the purchase of the Property prior to the completion of the environmental remediation of the Property the Owner, Owner's environmental remediation contractor, and their respective agents, employees and sub-contractors shall be provided a contractual rights of entry for the Property to allow completion of the environmental remediation of the Property by Owner and Owner's contractors. The contractual right of entry to the Property shall occur in accordance with the same procedure and requirements for the contractual right of entry CFX will provide to Owner and Owner's contractors and consultants with respect to the access parcel which is described in Section 19 below, including the terms of the contractual right of access described in Section 19, for not more than twenty-four (24) months.

(iii) In the event CFX exercises its right to complete the Closing of the purchase of the Property prior to completion of the environmental remediation, CFX shall not be responsible for any additional cost incurred by Owner for completion of the environmental remediation of the Property as a result of Owner's environmental remediation contractor incurring additional expenses as a result of CFX's ownership of the Property during the remediation process.

(c) Conveyance of Title. At the Closing, Owner shall execute and deliver to CFX a Special Warranty Deed, in the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference, conveying fee simple marketable record title to the Property to CFX, free and clear of all liens, general and special assessments, easements, reservations, restrictions and encumbrances whatsoever, except for Permitted Exceptions and other title exceptions to which CFX has not objected or which CFX has agreed to accept pursuant to any other provisions of this Agreement. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Owner, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price.

(d) Conveyance of Possession. Title shall transfer as of the Closing Date and, Owner shall abandon and vacate the Property and shall remove all personal property not included in this transaction that Owner intends to remove from the Property and for which CFX has not paid Owner as part of the Closing. Owner shall surrender possession of the Property to CFX at the Closing free of any tenancies, sub-tenancies or encumbrances, except those listed on the Permitted Exceptions attached as **Exhibit "B"**. Any personal property or fixtures left by Owner upon the Property after the Closing Date shall be presumed to be abandoned, and CFX will have the right to remove and destroy such property or fixtures without any responsibility or liability to Owner for any damages or claims whatsoever.

(e) Prorating of Taxes and Assessments. Owner shall pay all taxes, assessments and charges applicable to the Property for the period of time prior to the Closing Date. At Closing, Owner will pay to CFX or the closing agent, by credit to the Purchase Price or otherwise, Owner's pro rata share of all taxes, assessments and charges as determined by the Orange County Property Appraiser, the Orange County Tax Collector and/or other applicable governmental authority.

(f) Closing Costs. CFX shall, at Closing, pay: (i) all real property transfer and transaction taxes and levies, including documentary stamps on the Statutory Warranty Deed delivered to CFX hereunder, if any, relating to the purchase and sale of the Property; (ii) the cost of recording the Statutory Warranty Deed delivered hereunder; (iii) all costs pertaining to the title commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by CFX, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the Property, should CFX desire to obtain a title insurance policy on the Property; (iv) all of the costs and expenses associated with the Survey, should CFX desire to obtain a Survey. All other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in Orange County, Florida.

(g) General Closing Documents. At Closing, the Owner shall sign a closing statement, an owner's affidavit including matters referenced in Section 627.7842(b) and (c), Florida Statutes, and an affidavit that Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that Owner is exempt from withholding tax on the Purchase Price under FIRPTA) and such other documents as are necessary to complete the transaction. If the Owner holds title to the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever, then no later than fourteen (14) days before this Agreement is considered by the CFX Board, the Owner shall sign a beneficial interest affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as **Exhibit "D"**).

8. **Maintenance of Property.** From and after the date hereof and until physical possession of the Property has been delivered to CFX, Owner will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use, and Owner will pay all taxes and assessments relative to the Property prior to the due date thereof. From and after the date hereof, Owner shall not offer to sell the Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the Property or any interest therein.

9. **Warranties and Representations of Owner.** To induce the Authority to enter into this Agreement and to purchase the Property, Owner, in addition to the other representations and warranties specifically set forth herein, represents and warrants to Authority that, as of the date hereof, and as of the Closing Date, the following representations and warranties are (or if applicable will be as of the Closing) true and correct, and shall survive the Closing as to all claims asserted by notice given to the representing party given within one (1) year after the Closing:

(a) That Owner owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, other than the VCO issued by the Florida Department of Environmental Protection, described in Section 18 below.

(c) Owner has the full right, power and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Owner hereunder.

(d) Owner has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance encumbering the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof, and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(e) Other than those matters contained in the VCO described in Section 18 below Owner has no knowledge that the Property has ever been used by previous owners and/or operators to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances. Owner has no knowledge of the Property having ever contained nor does it now contain either asbestos, PCB or other toxic materials, whether used in construction or stored on the Property, and Owner has not received a summons, citation, directive, letter or other communication, written or oral, from any agency or Department of the State of Florida or the U. S. Government concerning any intentional or unintentional action or omission on Owner's part which had resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances. Owner has no knowledge of any release of Hazardous Substances or notice of violation of any environmental law related to such operation.

(f) Other than those matters contained in the VCO described in Section 18 below Owner has no knowledge of any anti-pollution, Environmental Laws, rules, regulations, ordinances, orders or directives which would hinder, prevent or substantially obstruct CFX's use of the Property.

(g) Other than those matters contained in the VCO described in Section 18 below There are no Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of the Property, which Owner or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(h) No person, firm or other legal entity other than CFX has any right or option whatsoever to acquire the Property or any portion thereof or any interest therein, other than as is specified herein. Notwithstanding any other provisions of this Agreement to the

contrary, the Property is a portion of a larger parcel of property which is the subject of an Amended and Restated Real Estate Purchase Agreement between Owner and Beachline North Residential, LLC having a current Effective Date of April 28, 2015 ("Beachline Purchase Agreement"). CFX acknowledges that Owner has previously disclosed to CFX that the Property is included in Property covered by the terms of the Beachline Purchase Agreement. The Buyer under the Beachline Purchase Agreement (Beachline North Residential, LLC) has agreed to release from the terms of that Purchase Agreement its right to purchase the Property which is the subject of this Agreement, concurrent with the sale of the Property to CFX (which release will include a release of any right to the sales proceeds to Owner arising out of this Agreement). At Closing Owner will provide to CFX, in form and content reasonably satisfactory to CFX, a Release of Interest executed by Beachline North Residential, LLC, releasing its right to purchase the Property or receive any sales proceeds therefrom.

(i) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

(j) That each and every one of the foregoing representations and warranties is true and correct as of the date hereof, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(k) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to CFX when such knowledge is first available to Owner; and in the event of any change which may be deemed by CFX to be materially adverse, CFX may, at its election, terminate this Agreement.

10. **Defaults.** In the event either party breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by such party under the terms and provisions of this Agreement, and the failure of the defaulting party to cure the default within thirty (30) days of the effective date of a written Notice of Default from the non-defaulting party to the defaulting party, the non-defaulting party, in its sole discretion, shall be entitled to: (i) terminate this Agreement, in which event this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement); or (ii) pursue an action for specific performance of this Agreement against Owner (CFX acknowledges that it has waived any right to pursue an action for damages against Owner, in the event of a default by Owner); provided, however, that nothing contained in this subsection shall limit or prevent CFX from exercising its power of eminent domain to acquire, by condemnation, title to the Property.

11. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3)

days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

CFX:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Telephone: (407) 690-5000 Facsimile: (407) 690-5011
With a copy to:	CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL Tower Road Orlando, Florida 32807 Attn: General Counsel Telephone: (407) 690-5000
Owner:	**MOCKINGBIRD ORLANDO, LLC** Attn: John J. Brunetti, Jr. 2200 East 4th Avenue Hialeah, Florida 33010 Telephone: (305) 885-8000
With a copy to:	Steven H. Gray, Esq. Gray, Ackerman & Haines, P.A. 125 NE First Avenue, Suite 1 Ocala, Florida 34470-6675 Phone: (352) 732-8121 Fax: (352) 368-2183

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

12. **Conditional Acceptance.** Owner hereby acknowledges and agrees that CFX's execution hereof and acceptance of the terms and provisions hereof constitute a conditional acceptance and agreement. Notwithstanding anything to the contrary contained herein, it is expressly acknowledged and agreed that, pursuant to Section 286.011(1), Florida Statutes, as amended from time to time, this Agreement shall be subject to the final approval and acceptance by CFX's Board, in its sole discretion, and shall be accepted or rejected by said Board on or before ninety-five (95) days after the Effective Date of this Agreement (the "Acceptance Date"). In the event of Acceptance, CFX shall notify Owner in writing within fifteen (15) days after the Board meeting at which the Agreement was accepted by executing and delivering the Notice of Approval and Acceptance in the form attached hereto as **Exhibit "E"**. Provided this Agreement is timely accepted by CFX, this Agreement shall continue in full force and effect, subject to the

terms and provisions hereof. In the event CFX shall fail to accept this Agreement on or before the Acceptance Date, this Agreement shall be deemed rejected. If this Agreement is rejected or deemed rejected by CFX, this Agreement shall automatically be null and void and of no further force or effect and the parties shall be released from all further obligations and liabilities hereunder. Owner hereby expressly acknowledges and agrees that Owner has made and entered into this Agreement in consideration of CFX's covenant to conditionally accept this Agreement subject to final acceptance by CFX, in its sole discretion, in accordance with the terms and conditions herein set forth.

13. **Design, Location and Funding Disclosure.** In accordance with Section 5-5.025 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual, Owner acknowledges that: (i) the design and location of any contemplated or proposed roadway systems or access scenarios are not guaranteed unless otherwise specified therein; (ii) funding has not been completed for the subject project; and (iii) this Agreement may be subject to funding by a CFX bond issue or other applicable sources. Nothing included in this Section, including the acknowledgement that funding may be by a bond issue or other sources, shall operate to extend the scheduled date of Closing, or any other timeline dates in this Agreement.

14. **Acceptance Date.** When used herein, the term "Acceptance Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Owner executes this Agreement.

15. **Release of CFX.** By execution of this Agreement and pursuant to Section 5-5.025 of the Central Florida Expressway Authority Property Acquisition & Disposition Procedures Manual, Owner acknowledges and agrees that as of the date of Owner's execution and delivery of the deed, Owner shall thereby remise, release, acquit, satisfy, and forever discharge CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Owner ever had, then have, or which any personal representative, successor, heir or assign of Owner, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Owner's conveyance of the Property to CFX or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner's remaining property, or other severance damages to Owner's remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof. A covenant shall be contained in the deed acknowledging Owner's agreement to the foregoing.

16. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

17. **Owner's Development Efforts.** The Authority agrees not to directly or indirectly oppose, challenge, or otherwise obstruct or impede the efforts of Owner or Owner's successors in title or assigns to obtain governmental approvals and develop its adjacent property; provided, however, that Owner acknowledges that it may need to obtain land development approvals and

permits before the City Council of the City of Orlando, Orange County Commission, other governmental entities, or departments thereof, and a vote of approval by any member of the CFX Board for this Purchase Agreement shall not impede the exercise of discretion by any member of the CFX Board in their role as a member of the City Council of the City of Orlando (or the mayor of the City), Orange County Commission, or as member of a board or commission or council of another governmental entity. As used herein, any references to Seller's adjacent property or similar phrase means all of the approximately 1,500 acre tract known as the Vista Lakes parcel.

18. **Voluntary Clean-up Order (VCO).** The parties acknowledge that the Property is subject to the provisions of a Voluntary Cleanup Order ("VCO") approved by FDEP, dated June 26, 2015, and all attachments to the VCO (including the Integrated Corrective Action Plan ("ICAP")) contained therein. As stated in the VCO, FDEP determined that significant quantities of munitions and explosives of concern ("MEC"), including unexploded ordnance, discarded military munitions, and munitions constituents may remain at the Property as a result of the historic operations and activities at the Property. As stated in the VCO and as confirmed by Owner, Owner has commenced completion of the FDEP approved ICAP, which plan requires field investigation, rehabilitation, and site restoration. Upon successful completion, the FDEP will issue a final determination that no further corrective measures or actions are required. The Owner agrees to prioritize the investigation, rehabilitation, and restoration the Property to be acquired by CFX in advance of other portions of the Owner's property. Owner will use its best efforts to complete the requirements in the ICAP on the Property by May 2016, with an anticipated no further action notice from FDEP as to the Property by June 2016. CFX has the right to monitor Owner's progress and proceedings with the FDEP and Owner or its consultants will provide CFX with copies of correspondence, reports, data, test results, permits, status updates, and other documentation generated or received as part of or in conjunction with the VCO or ICAP, upon the specific written request of CFX.

(a) Owner will pursue completion of the requirements of the VCO, as to the Property which is the subject of this Agreement, as a portion of the first remediation zone to be environmentally remediated under the terms of the VCO. Owner will use its best efforts to obtain a no further action determination from FDEP as to the first remediation zone for which remediation is completed under the VCO, as soon as reasonably possible, but Owner cannot guarantee to CFX that FDEP will issue a no further action determination for the Property prior to the completion of the environmental remediation of all of the real property which is the subject of the VCO.

19. **Contractual Right of Entry ("CROE").** In partial consideration for Owner's acceptance of CFX's appraised value of the Property as the agreed Purchase Price, and to facilitate acceleration of the completion of the environmental remediation of the Property under the terms of the VCO described in the preceding Section by rescheduling the environmental remediation of the Property under the terms of the VCO, CFX agrees that it will provide to Owner, for the benefit and use of Owner and Owner's contractors, consultants, employees, and agents, strictly for the facilitation of the environmental remediation for both the Property which is the subject of this Agreement and the remaining real property which is the subject of the VCO described in Section 18 above, a limited, non-exclusive, Contractual Right Of Entry (the "CROE") for ingress or egress, over and across an existing unimproved haul road located within

the boundaries of the right-of-way of SR 528 (the "Beachline Expressway"), a road facility owned and operated by CFX. The boundaries of the property for which the CROE will be provided, provision of the CROE, and additional terms with respect to the grant and usage of the CROE, shall be as follows:

(a) **Access Area**. The "Access Area" shall, generally, consist of the northerly twelve (12) feet of that segment of the right-of-way of the Beachline Expressway which is contiguous to the southerly boundary of the real property which is the subject of the VCO, and adjoining third-party properties to the east, the location of the Access Area being identified on the aerial overlay shown on attached Exhibit "F". Owner will provide, subject to CFX's reasonable review and approval, a legal description and sketch of the Access Area within twenty (20) days of the Acceptance Date. The westerly end of the Access Area will not connect to the right-of-way of Narcoossee Road, access from the Access Area directly to Narcoossee Road will not be permitted. Owner has provided to CFX documentation that Owner has obtained a non-exclusive right-of-entry from the owner of the gasoline station/convenience store located at the NE corner of the intersection of the Beachline Expressway and Narcoossee Road, access from the Access Area to Narcoossee Road will be provided by traversing said third-party parcel of property and accessing Narcoossee Road from the existing access driveways connecting the third-party parcel to Narcoossee Road.

(b) **Grant of CROE**. Owner has submitted to CFX an Application for the CROE described in this Section, a copy of which is shown on attached Exhibit "G", (the "Application") which when executed by both Owner and CFX will constitute the CROE Agreement between Owner and CFX. Owner shall comply with all standard requirements of CFX for issuance and use of CROE over CFX-owned property, and in addition shall comply with the following additional terms regarding the CROE. Prior to initiation of use of the CROE, Owner and CFX will enter into the CROE, in form and content which is reasonably acceptable to both Parties, which CROE shall contain, in addition to the grant of the CROE described herein, additional terms as follows:

(i) **Application Compliance**. Owner shall comply with all of the requirements of the Application, including but not limited to all requirements to provide CFX the specified insurance coverage specified in the Application.

(ii) **Limited Uses**. The CROE shall not be used for the delivery of heavy equipment or materials (such as, but not limited to, fill, lime rock, asphalt, poles, or other similar construction materials). The CROE shall be used solely for general vehicular traffic transporting the contractor and contractor's employees or agents to the site.

(iii) **Barricades, Etc**. Owner shall at Owner's sole cost, if required by CFX, install barriers of size and design (reasonably satisfactory to CFX) to prevent vehicles making use of the CROE from traversing onto the remainder of the right-of-way of SR 528.

(iv) **Term**. The term of the CROE shall extend until the first of the following dates to occur: (i) finalization of the environmental remediation of the adjoining property owned by Owner subject to the terms of the VCO, which will occur upon the issuance

of a no further action determination under the VCO by the Florida Department of Environmental Protection, and the expiration of all appeal periods with respect to the no further action determination; or (ii) the date twenty-four (24) months following the date of the CROE.

(v) Upon the expiration of the CROE, any and all rights or interests Owner or its successors or assigns may have in, over, and under the Access Area or any other portion of CFX's property shall terminate immediately.

20. **Delays.** In the event that FDEP does not issue a no further action notice by the date specified in Section 19 above, CFX has the option, but not the obligation, to purchase the Property "as is" and take over the corrective action with a price reduction to offset by the cost paid by CFX obtain a no further action letter from FDEP. Alternatively, CFX has the right to terminate this Agreement at its discretion.

21. **Warranties Regarding Brokers, Finders, Etc.** Owner represents and warrants to CFX, and CFX likewise represents and warrants to Owner, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the Property to CFX, these representations and warranties of Owner and CFX shall survive the termination of this Agreement.

22. **Waiver/Time.** The waiver of any breach of any provision hereunder by CFX or Owner shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any part in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday, Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "business day" shall be those days other than Saturdays, Sundays or federal holidays.

23. **Representation by Counsel.** CFX and Seller are both represented in this transaction by their selected counsel. This Agreement shall not be construed more or less favorably against either party, regardless of which party may be deemed the drafter hereof.

24. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which constitute one and the same Agreement.

25. **General Provisions.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact 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 Owner and CFX. 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. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Owner and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Orange County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

26. **Survival of Provisions.** Unless otherwise specifically limited by contrary provisions in this Agreement, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

27. **Severability.** 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.

28. **Waiver of Jury Trial.** OWNER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

Radon Gas. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:

Print Name: Richard B

Print Name: Sylvia M. Martinez

"OWNER"

MOCKINGBIRD ORLANDO, LLC,
a Florida limited liability company

By:
Printed Name: John J. Brunetti, Jr.
Title: ~~Manager, Member~~ MANAGER
Date: Feb. 19, 2016

WITNESSES:

corporate,
Print Name:

Print Name

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and and an agency of the state, under the laws of the State of Florida

By:
Printed Name:
Title:
Date:

APPROVED AS TO FORM AND LEGALITY:

By:
CFX General Counsel
Date:

DRAFT

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Parcel ID No.: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 417 AT S.R. 528 - PROJECT NO. 599-1260
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°57'28" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 993.45 FEET TO ITS INTERSECTION WITH THE EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528 AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY (OOCEA) RIGHT OF WAY MAP OF ROAD NO. 528, SECTION 1.1-1.5; SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5879.58 FEET, A CHORD DISTANCE OF 521.34 FEET AND A CHORD BEARING OF SOUTH 81°11'35" WEST; THENCE DEPARTING SAID SOUTH LINE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 05°04'55", A DISTANCE OF 521.51 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A CHORD DISTANCE OF 721.95 FEET AND A CHORD BEARING OF SOUTH 75°07'56" WEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 07°02'23", A DISTANCE OF 722.40 FEET; THENCE DEPARTING SAID CURVE AND SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN NORTH 00°00'00" EAST, A DISTANCE OF 402.05 FEET; THENCE SOUTH 84°52'51" EAST, A DISTANCE OF 668.91 FEET; THENCE SOUTH 11°20'53" EAST, A DISTANCE OF 160.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 528 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 4.278 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. 2037-3374531 DATED 06/11/2015.

LEGEND & ABBREVIATIONS

CB	= CHORD BEARING	L	= ARC LENGTH	P.I.	= POINT OF INTERSECTION	SEC	= SECTION
CCR	= CERTIFIED CORNER RECORD	L.A.	= LIMITED ACCESS	P.O.B.	= POINT OF BEGINNING	S.R.	= STATE ROAD
CH	= CHORD LENGTH	LB	= LICENSED SURVEY BUSINESS	P.O.C.	= POINT OF COMMENCEMENT	STA.	= STATION
COR.	= CORNER	LT	= LEFT	P.O.T.	= POINT ON TANGENT	W	= WITH
(C)	= CALCULATED DISTANCE	NO.	= NUMBER	PROJ.	= PROJECT	℄	= CENTERLINE
D.B.	= DEED BOOK	OOCEA	= ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY	P.T.	= POINT OF TANGENCY	Δ	= DELTA (CENTRAL ANGLE)
EASMT	= EASEMENT			(R)	= RADIAL	⊕	= CHANGE IN DIRECTION
EXIST	= EXISTING	O.R.B.	= OFFICIAL RECORDS BOOK	R	= RADIUS	~~~~	= LIMITED ACCESS R/W LINE
FND	= FOUND	P.C.	= POINT OF CURVATURE	RT	= RIGHT	----	= R/W LINE
(M)	= FIELD DISTANCE	PG./PGS.	= PAGE / PAGES	R/W	= RIGHT OF WAY		
ID	= IDENTIFICATION						

PROJECT NO. 599-1260

DATE	JULY 08, 2015	CERTIFICATION OF AUTHORIZATION No. LB 6011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)
DRAWN BY	M.ROLLINS	Dewberry	S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
CHECKED BY	S.WARE	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664	PARCEL 100
DBS PROJECT NO.	50098043		SCALE: N/A
ADD SW COR. SE 1/4, SEC. 30	M.ROLLINS 07/31/2015		SHEET 1 OF 5
REVISION	BY DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 417 AT S.R. 528 - PROJECT NO. 599-1260
LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART B

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°30'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 3390.50 FEET TO ITS INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528 AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY (OOCEA) RIGHT OF WAY MAP PROJECT NUMBER 6440-401/402; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°14'55" WEST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 73.29 FEET TO SAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°14'55" WEST, A DISTANCE OF 9.01 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1031.35 FEET, A CHORD DISTANCE OF 856.61 FEET AND A CHORD BEARING OF NORTH 46°47'27" EAST; THENCE DEPARTING SAID EXISTING NORTHERLY LINE, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°04'28", A DISTANCE OF 883.36 FEET TO ITS INTERSECTION WITH THE EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417 AS SHOWN ON SAID OOCEA RIGHT OF WAY MAP; THENCE DEPARTING SAID CURVE RUN SOUTH 74°27'48" EAST ALONG SAID EXISTING WESTERLY LINE, A DISTANCE OF 36.97 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 636.20 FEET, A CHORD DISTANCE OF 813.77 FEET AND A CHORD BEARING OF SOUTH 41°17'21" WEST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EXISTING WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417 THROUGH A CENTRAL ANGLE OF 79°31'04", A DISTANCE OF 882.95 FEET TO ITS INTERSECTION WITH AFORESAID EXISTING NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 528; THENCE DEPARTING SAID CURVE RUN NORTH 78°07'07" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 125.64 FEET TO THE POINT OF BEGINNING.

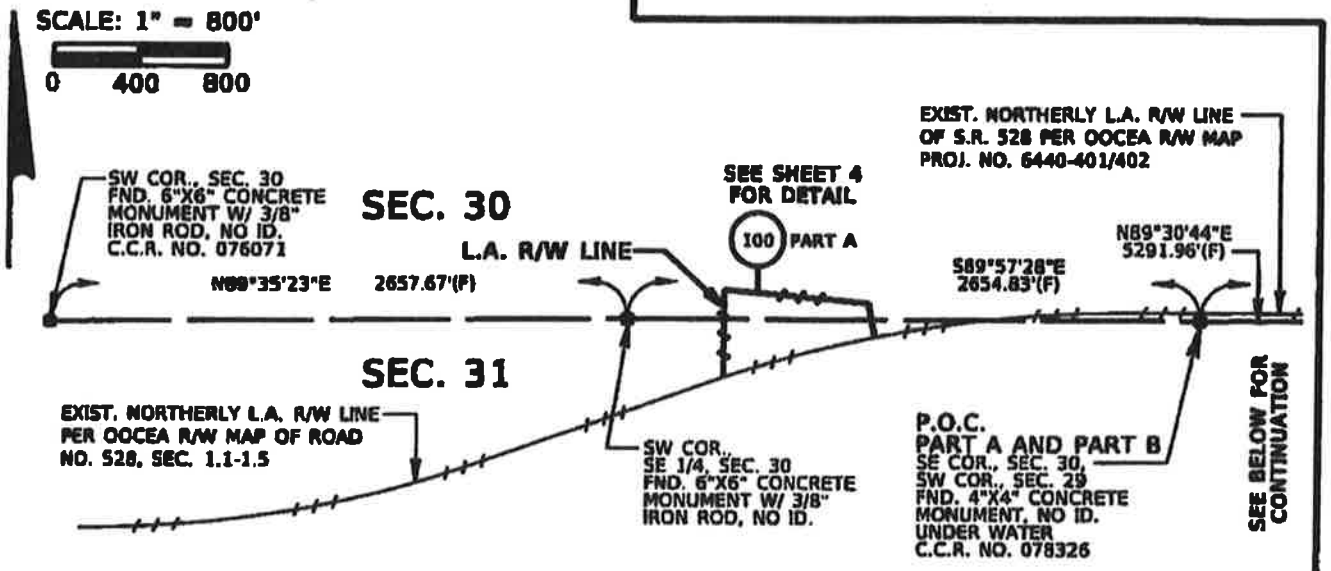
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 417 AND STATE ROAD 528 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

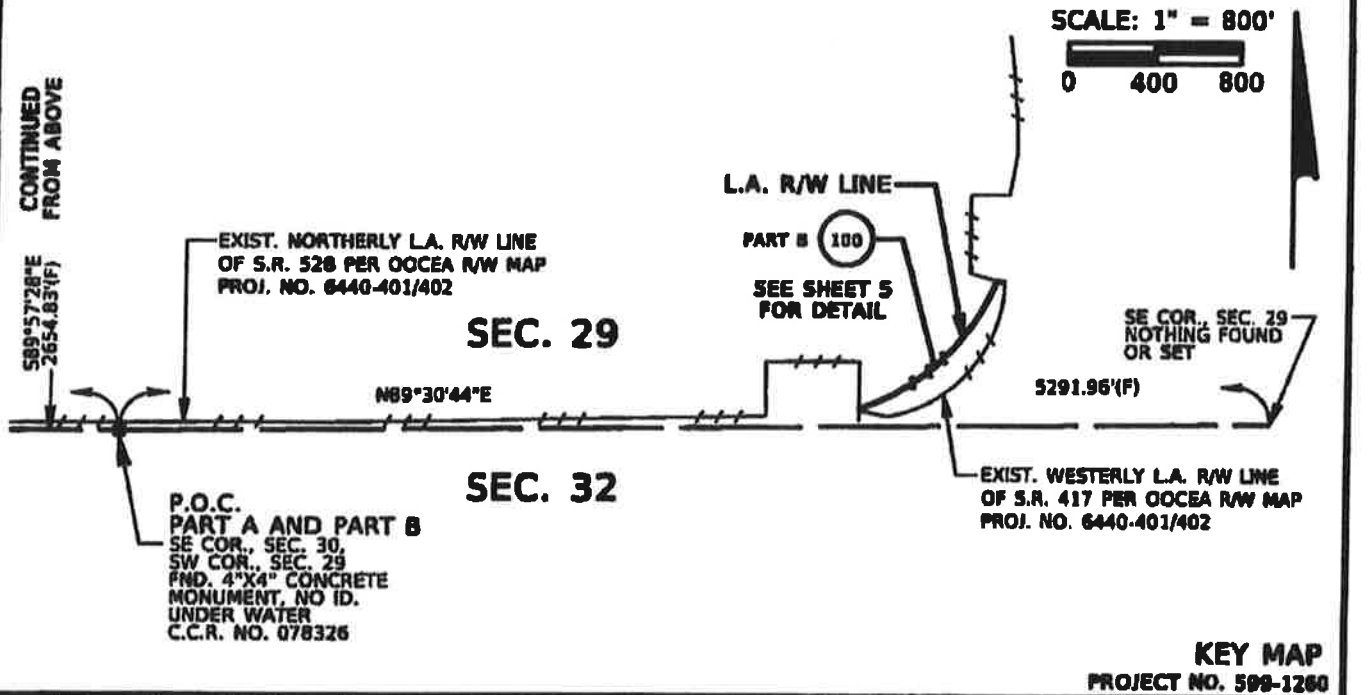
CONTAINING 2.048 ACRES, MORE OR LESS

PROJECT NO. 599-1260

DATE	JULY 08, 2015		CERTIFICATION OF AUTHORIZATION NO. LB 6811	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 100
DRAWN BY	M ROLLINS		Dewberry	S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
CHECKED BY	S.WARE		520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-9664		SHEET 2 OF 5
DBS PROJECT NO.	50088543				
ADD SW COR., SB 1M, SEC 29	M.ROLLINS	07/31/2015			
REVISION	BY	DATE			

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE S/W 1/4 OF SEC. 30-23-31, BEING N89°35'23"E. FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011 ADJUSTMENT.



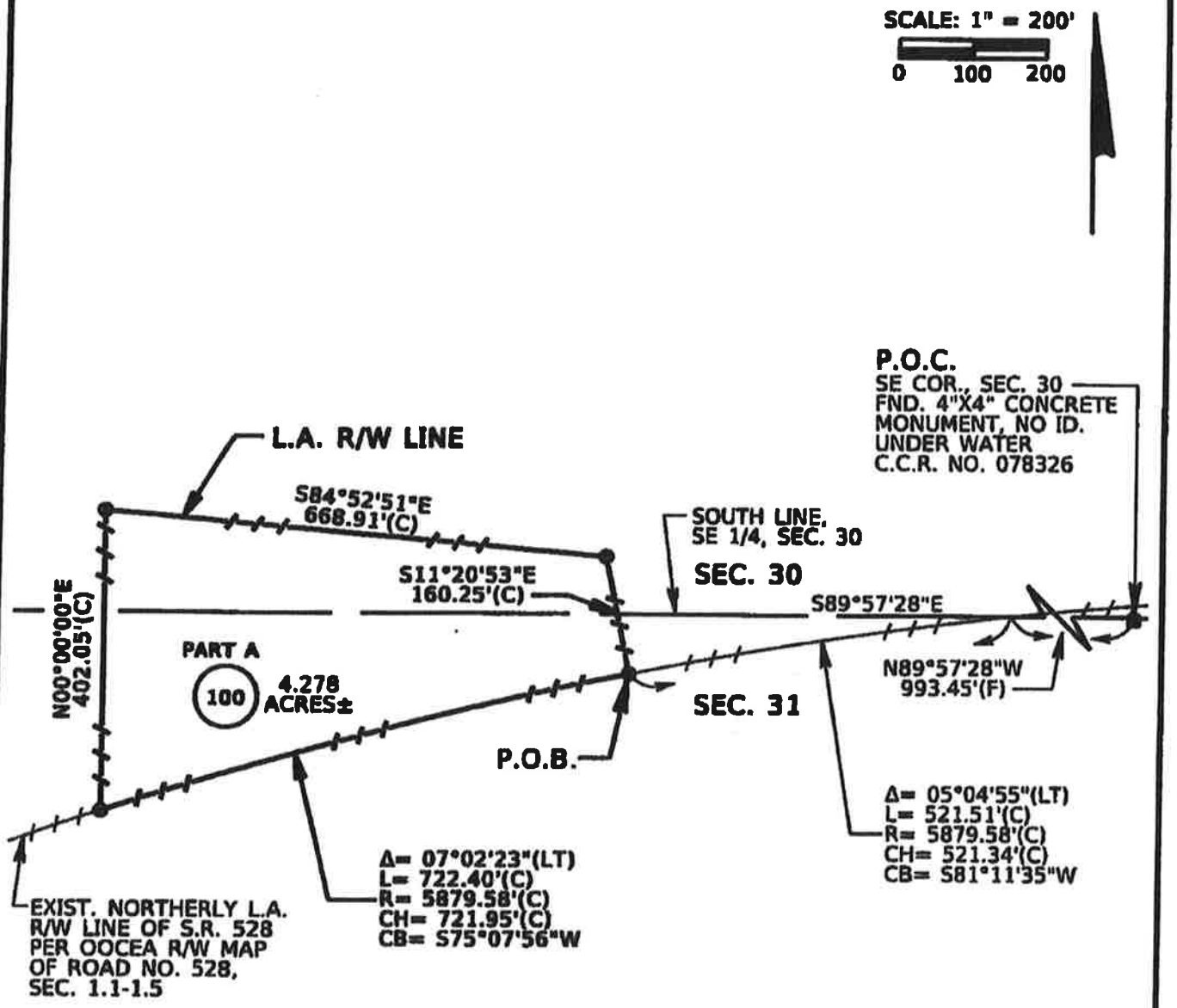


KEY MAP
PROJECT NO. 599-1260

DATE	JULY 06, 2015		CERTIFICATION OF AUTHORIZATION No. LB 6011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)
DRAWN BY	M.ROLLINS			
CHECKED BY	S.WARE		Dewberry	S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA
DBS PROJECT NO.	50066341		520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-648-8684	
ADD SW COR., SE 1/4, SEC. 30	M.ROLLINS	07/21/2015		
REVISION	BY	DATE		

PARCEL 100
SCALE: 1"=800'
SHEET 3 OF 5

BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE S/W 1/4 OF SEC. 30-23-31, BEING N89°35'23"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011 ADJUSTMENT.



TOWNSHIP 23 SOUTH, RANGE 31 EAST

PROJECT NO. 599-1260

DATE	JULY 08, 2015	CERTIFICATION OF AUTHORIZATION NO. LB 0911	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 100
DRAWN BY	MMOLLERS	Dewberry	S.R. 417 AT S.R. 528 CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: 1"=200'
CHECKED BY	SWARE	520 SOUTH MAGNOLIA AVENUE ORLANDO, FLORIDA 32801 (407) 843-5120 FAX 407-649-8664		SHEET 4 OF 5
DES PROJECT NO.	50025741			
ADD SW COR., SE 1/4, SEC 30	MJROGERS	07/31/2015		
REVISED	BY	DATE		

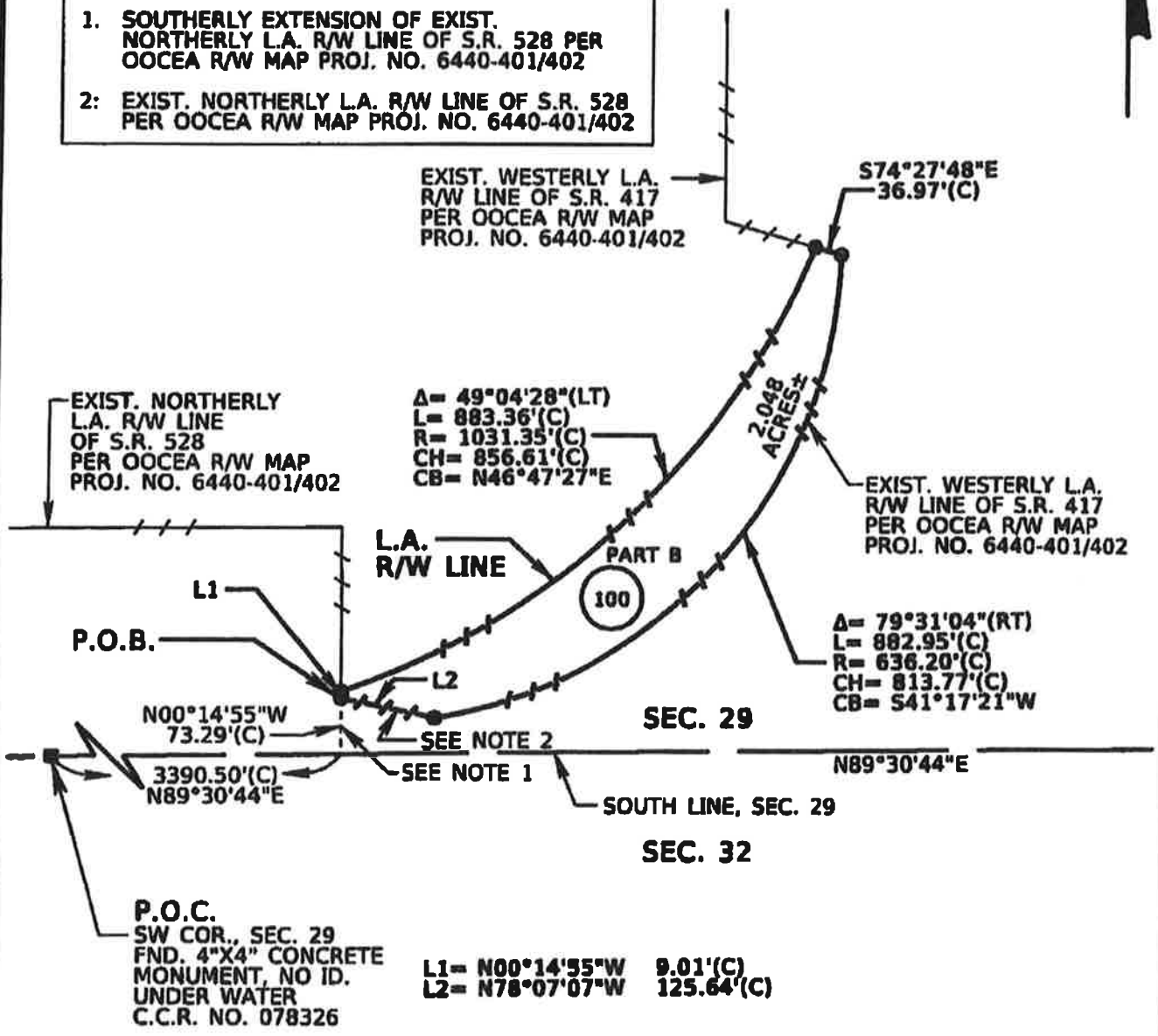
BEARING STRUCTURE BASED ON THE SOUTH LINE OF THE S/W 1/4 OF SEC. 30-23-31, BEING N89°35'23"E, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983/2011 ADJUSTMENT.

SCALE: 1" = 200'

0 100 200

NOTES:

1. SOUTHERLY EXTENSION OF EXIST. NORTHERLY L.A. R/W LINE OF S.R. 528 PER OOCEA R/W MAP PROJ. NO. 6440-401/402
2. EXIST. NORTHERLY L.A. R/W LINE OF S.R. 528 PER OOCEA R/W MAP PROJ. NO. 6440-401/402



L1= N00°14'55"W 9.01'(C)
L2= N78°07'07"W 125.64'(C)

TOWNSHIP 23 SOUTH, RANGE 31 EAST

PROJECT NO. 599-1260

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

8/03/2015
WILLIAM E. BYRD, P.S.M. LICENSE NUMBER 5442 — DATE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFICATION OF AUTHORIZATION No. LB 6611

Dewberry

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. 417 AT S.R. 528
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 100

SCALE: 1"=200'

SHEET 5 OF 5

DRAFT

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. **Real Property Taxes for the year 2015.**
2. _____
3. _____

DRAFT

EXHIBIT "C"

FORM OF DEED

This deed has been executed and delivered under threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(14), F.A.C; *and see*, *Florida Department of Revenue v. Orange County*, 620 So.2d 991 (Fla. 1993)

WARRANTY DEED

THIS INDENTURE, made and executed the _____day of _____, 201__ by **MOCKINGBIRD ORLANDO, LLC,** a Florida limited liability company, whose address is 2200 East 4th Avenue, Hialeah, FL 33010 hereinafter referred to as "Grantor," to **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose tax identification number is 59-1021557, and whose mailing address is 4974 ORL Tower Road, Orlando, FL 32807, hereinafter referred to as "Grantee".

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situate in Orange County, Florida, to-wit:

Parcel Identification No.: _____

Legal Description:_____

Subject to those exceptions listed on **Exhibit "A"** attached hereto and incorporated herein by this reference, as well as the ad valorem real estate taxes for the year 2015 and all subsequent years thereafter.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TOGETHER with all rights of ingress, egress, light, air an view between the Grantor's remaining property and any facility constructed on the above-described property.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrant the title to said land and will defend the same against the lawful

DRAFT

claims of all persons whatsoever; and that said land is free of all encumbrances except those matters set forth on **Exhibit "A".**

AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which Grantor ever had, now have, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising out of Grantor's conveyance of the subject property to Grantee or the applicable project, including, without limitation, any claim for loss of access, air, light or view to Owner's remaining property, or other severance damages to Owner's remaining property, business damages, consequential damages, or any other damages, both before and after the date of this instrument.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

MOCKINGBIRD ORLANDO, LLC,
a Florida limited liability company,

WITNESSES:

_____
Print Name: _____

_____
Printed Name: _____
Title: _____
Date: _____

_____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of _____, ___, a _____ _____, on behalf of the _____. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)
Notary Public, State of Florida

DRAFT

Commission No.: _____
My commission expires:_____

EXHIBIT "D"

FLORIDA STATUTES, § 286.23 DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, under the laws of the State of Florida

FROM: **MOCKINGBIRD ORLANDO, LLC,** a Florida limited liability company

RE: Project _____, Parcel(s) _____ as more particularly described on Exhibit "A" attached hereto (the "Property")

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property as of _____, 2015 is as follows:

Name	**Address**	**Percentage of Ownership**
_____	_____	
	_____	
_____	_____	
	_____	

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath and I understand I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority and is required to be completed at least ten (10) days before closing. It is recommended that this disclosure be completed at least fourteen (14) days before consideration by the CFX Right of Way Committee and the CFX Board.

DRAFT

[SIGNATURE AND NOTARY ON NEXT PAGE]

DRAFT

SELLER

MOCKINGBIRD ORLANDO, LLC, a Florida limited liability company

By:_____
Printed Name:_____
Title:_____
Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of _____, ____, a _____ _____. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My commission expires:_____

DRAFT

EXHIBIT "E"

NOTICE OF APPROVAL AND ACCEPTANCE

Pursuant to the terms and conditions of Section 286.011(1), Florida Statutes, 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"), on the day and date set forth herein below has duly approved and accepted that certain Real Estate Purchase Agreement dated _____, 2015, by and between **MOCKINGBIRD ORLANDO, LLC**, a Florida limited liability company, and CFX.

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida

By:_____
Printed Name:_____
Title:_____
Date:_____

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 body politic and corporate, and an agency of the state, under the laws of the State of Florida, on behalf of the corporation. He / She is personally known to me or has produced _____ as identification and who did/did not take an oath.

_____
(Signature of Notary Public)

_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires:_____

APPLICATION FOR
RIGHT OF ENTRY UPON
CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX") PROPERTY

Applicant: _____
Address: _____
Telephone Number(s): _____
Email Address(es): _____

Contact Person: _____
Telephone Numbers(s): _____ Email: _____

Required Attachments:
___ A. Project Plan
___ B. Description of Location
___ C. Certificate of Insurance

DESCRIPTION OF PROJECT AND LOCATION

A. Description of Project. Applicant intends to perform the work described in the plans attached hereto as **Attachment A**, referred to as "Project," generally described as follows:

_____
_____
_____
_____
_____
_____
_____
_____

B. Location. In order to construct the Project, Applicant desires to enter upon the real property more particularly described in **Attachment B**, referred to as "CFX Property," which Applicant represents is owned by CFX, in the following area:

_____
_____
_____

TERMS AND CONDITIONS

Based upon the above, Applicant hereby requests a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project and agrees to the terms and conditions set forth herein.

1. The description of the Project and location are true, correct, and complete.

EXHIBIT G.

2. Term. This Right of Entry is terminable at will by the CFX. Unless terminated sooner, this Right of Entry will expire upon the earlier of: (a) completion of the Project; (b) the expiration of the required insurance; or (c) _____ (____) days from the date of execution.

3. Right of Entry. CFX hereby authorizes Applicant, its employees, contractors, and agents to enter upon CFX Property for the sole and limited purpose of:

_____

_____

_____

It is expressly stipulated that this Right of Entry is a license for permissive use only and that the placing of utilities upon public property pursuant to this Right of Entry shall not operate to create or vest any property right in said holder. In the case of non-compliance with CFX's requirements or any other applicable requirements, this Right of Entry is void and any alterations to CFX Property will have to be brought into compliance or removed from CFX Property at no cost to CFX. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of CFX's title and interest in the land to be entered upon and used by the Applicant, and the Applicant will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless CFX and its officers, employees, and agents from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Applicant of the aforesaid rights and privileges.

4. Conditions. Applicant further agrees to the following conditions:

a. Applicant shall apply for and obtain all necessary permits, including permits issued by or through the Florida Department of Transportation, and comply with all applicable laws, rules, ordinances, and regulations.

b. Under no circumstances may Applicant block any CFX roadway or operation or impede CFX in its normal functions without the prior written consent and approval from the CFX.

c. No pullboxes or other surface structures shall be permanently placed within CFX right-of-way.

d. All work, materials, and equipment shall be subject to inspection and approval by CFX at any time.

e. The Project shall not interfere with the property and rights of a prior Applicant or an existing structure, facility, utility, or use.

f. In the event contaminated soil is encountered by the Applicant, its employees, contractors, or agents, within CFX Property, the Applicant shall immediately cease work on the Project and notify CFX. CFX shall notify the Applicant of any suspension or revocation of the Right of Entry to allow for contamination

assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by CFX.

g. _____

_____

h. _____

_____

i. _____

_____

5. Coordination. Activities to be performed in connection with the Project shall be coordinated with CFX prior to the initiation of the activity. Coordination with CFX shall be accomplished through contact and cooperation with both Pat Collins at 407-690-5056 and Steve Geiss at 407-690-5335, at least 72 hours in advance to assist in locating the existing CFX roadway lighting lines, fiber optic network lines, and any other underground improvements and to confirm no on-going maintenance in the area.

6. Restoration of Site. Applicant shall be responsible for any and all costs related to the Project, including, but not limited to, installation, operation and removal and restoration of equipment on and around CFX Property. At Applicant's sole cost and expense, Applicant shall remove from CFX Property all materials generated during its activities within CFX Property and Applicant shall be fully responsible for the proper disposal of such materials in accordance with applicable laws, rules, ordinances and regulations. Additionally, Applicant agrees to promptly repair any and all damage to CFX Property caused by the Project with specific attention to surface sod, concrete, and asphalt. Restoration of CFX Property shall be equal or superior to its present condition as nearly as may reasonably be possible. Upon completion of restoration, Applicant shall contact Pat Collins at 407-690-5056 and Steve Geiss at 407-630-5335, who shall inspect the CFX Property and, if satisfied, issue a notice of satisfaction, which notice may be transmitted by electronic mail. Failure to obtain said notice of satisfaction may result in pursuit by CFX against Applicant, its contactors or agents for damages and costs associated with proper restoration of CFX Property.

7. Indemnification. Applicant shall indemnify, defend and hold CFX harmless and shall cause Applicant's contractors and agents to indemnify, defend and hold CFX harmless from and against any and all costs, expenses, fines, fees, penalties, claims, suits or proceedings (including attorneys' fees at the trial or appellate level), demands, liabilities, damages, injuries (including death) arising from their respective use or work performed on or about CFX Property or in connection with the Project, excepting only those claims arising from the sole negligence of CFX, its officials, or employees.

8. Sovereign Immunity. Nothing contained in this Right of Entry shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.

9. Insurance Requirements. The Applicant shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Applicant's activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit the Applicant's liabilities and obligations under this Right of Entry. 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 Applicant'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.

a. The Applicant shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The Applicant shall require of sub-contractors, 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 Applicant 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. At the Applicant's expense, all limits must be maintained. All insurance coverage required of the Applicant shall be primary over any insurance or self-insurance program carried by CFX.

b. Commercial General Liability: 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. CFX shall be listed as an additional insured utilizing an endorsement Form.

c. Business Automobile Liability: 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 Applicant does not own automobiles, the Applicant 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.

d. Workers' Compensation Coverage: 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 Applicant, its employees, contractors, agents and sub-contractors.

e. Prior to the expiration of the Certificate of Insurance, the Applicant shall provide CFX with a renewed Certificate of Insurance.

10. Assumption of Risk; Release. Applicant, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Right of Entry or on or around CFX Property. Applicant, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any injury or damage to any person or any real or personal property which Applicant and its employees, contractors, or agents may suffer or incur in connection with this Right of Entry.

11. Reservation of Rights. CFX expressly reserves all rights to pursue any claims it may have against the Applicant, its employees, contractors or agents for damages, violations, contributions and indemnity, or for any other losses which may have been caused by the Applicant, its employees, contractors, or agents within CFX Property. In the event that the Applicant fails to comply with the terms of this Right of Entry, CFX has the right to immediately termination upon notice.

12. Governing Law. All parties agree that this Right of Entry and the contents thereof are to be interpreted and enforced pursuant to the laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Right of Entry or any provision hereof shall be instituted and maintained only in the courts of the State of Florida.

13. Notice. Except as otherwise provided in the paragraphs with the headings of Coordination and Restoration of Site, all notices required to be delivered to Applicant or CFX shall be delivered via certified mail return receipt requested to the respective parties at the addresses provided below:

With respect to Applicant: To the address provided on page 1.

With respect to CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: Chief of Infrastructure

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807-1684
Telephone: (407) 690-5000
Facsimile: (407) 690-5011
Attention: General Counsel

14. Authorized Signatories. Applicant represents and warrants that the person signing below is duly authorized to sign this Right of Entry to which the Applicant and its employees, contractors, and agents will be duly bound.

15. The Parties agree that neither this Right of Entry nor any memorandum or notice of the same shall be recorded in the Official Records of Orange County, Florida or any other County in the State of Florida.

16. Applicant understands and agrees that this Right of Entry does not take effect until it is fully executed by CFX in writing and that Applicant cannot rely upon the representations of staff.

IN WITNESS WHEREOF, the Applicant executes this Application for Right of Entry for a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project at the location described herein, subject to the terms and conditions above.

Witnesses:

First Witness

By: _____

Print Name: _____

Second Witness

By: _____

Print Name: _____

APPLICANT:

Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

In reliance upon the Applicant's representations and commitments, CFX approves the Application and grants a temporary non-exclusive right of entry to enter upon CFX Property to commence the Project subject to the terms and conditions above, effective on the last date of execution below.

By: _____ Date: _____
Joseph A. Berenis, P.E., Chief of Infrastructure

APPROVED AS TO FORM: _____ Date: _____
General Counsel /Deputy General Counsel

CONSENT AGENDA ITEM

#36

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: February 25, 2016

SUBJECT: Donald W. McIntosh Associates, Inc. - Contract No. 000916
Addendum No. 4

Recommendation for approval is sought from the Central Florida Expressway Authority (CFX) Board for the attached Engineering Expert Witness Consulting Services by Donald W. McIntosh Associates, Inc., ("Engineering Expert Witness Consultant") to perform engineering consulting services and litigation support services for the Wekiva Parkway Project Parcels 197, 897, 230, 257 and 267.

BACKGROUND/DESCRIPTION

The Authority is currently engaged in pre-trial discovery with Project Orlando concerning the above referenced parcels. Special counsel estimates that a budget of $100,000 is necessary for engineering and expert witness services for all parcels.

The CFX Right of Way Committee has approved the funding amount.

REQUESTED ACTION

Approval of the terms of the Addendum No. 4 for Engineering Expert Witness Consulting Services in the amount of $100,000 to allow continuation of services by McIntosh Associates related to anticipated litigation costs for the Wekiva Parkway Project is respectfully requested.

ATTACHMENT

Addendum No. 4 for Engineering Expert Witness Consulting Services for Wekiva Parkway Parcels 197, 897, 230, 257 and 267.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 4

Contract Name: Expert Witness Services

Contract No: 000916 Project No.: 429-203

This Addendum No. 4 entered into this ____ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and DONALD W. McINTOSH ASSOCIATES, INC., (the "Engineer"), the same being an addendum to the Agreement between the aforesaid, dated October 16, 2012, for expert witness services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. CFX wishes to increase the Contract amount by $100,000.00 and extend the Contract term to April 14, 2017, to complete the required services.

2. The Engineer hereby agrees to the increase in the Contract amount and the extension of the Contract term.

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

4. This Addendum No. 4 is necessary to increase the compensation to the Engineer and extend the Contract term to complete the required services.

ADDENDUM NO. 4

Contract Name: Expert Witness Services

Contract No.: 000916 Project No.: 429-203

Amount of Changes to this document: $100,000.00

This Addendum No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DONALD W. McINTOSH ASSOCIATES, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____(Seal)
(Secretary or Notary)

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 3

Contract Name: Expert Witness Services

Contract No: 000916 Project No.: 429-203

This Addendum No. 3 entered into this 21st day of September, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and DONALD W. McINTOSH ASSOCIATES, INC., (the "Engineer"), the same being an addendum to the Agreement between the aforesaid, dated October 16, 2012, for expert witness services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to extend the term of the Agreement to October 14, 2016, with no increase to the Contract amount.

2. The Engineer hereby agrees to the extension of the term of the Agreement with no increase in the Contract amount.

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

4. This Addendum No. 3 is necessary to extend the term of the Agreement.

RECEIVED
CONTRACTS DEPT
9/21/15
SIGNATURE / DATE

ADDENDUM NO. 3

Contract Name: Expert Witness Services

Contract No.: 000916 Project No.: 429-203

Amount of Changes to this document: $0.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DONALD W. McINTOSH ASSOCIATES, INC.

By: _____

Print Name: Donald W McIntosh II

Title: President

Attest: _____ (Seal)
(Secretary or Notary)

Approved as to form and execution, only.

_____
General Counsel for the Authority

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 2

Contract Name: Expert Witness Services

Contract No: 000916 Project No.: 429-203

This Addendum No. 2 entered into this 9th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and DONALD W. McINTOSH ASSOCIATES, INC., (the "Engineer"), the same being an addendum to the Agreement between the aforesaid, dated October 16, 2012, for expert witness services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to make the following changes to the Agreement:

   Delete the language in Article 3.7, Total Payments Not to Exceed, in its entirety and insert the following new language in its place:

   > "All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Thousand Dollars ($200,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Engineer to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Two Hundred Thousand Dollars ($200,000.00) upset limit."

2. The Authority further wishes to extend the term of the Agreement to October 14, 2015.

3. The Engineer hereby agrees to the changes in the Agreement and the extension of the term of the Agreement.

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

5. This Addendum No. 2 is necessary to compensate the Engineer for the continuing services and to extend the term of the Agreement.

ADDENDUM NO. 2

Contract Name: Expert Witness Services

Contract No.: 000916 Project No.: 429-203

Amount of Changes to this document: $50,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DONALD W. McINTOSH ASSOCIATES, INC.

By: _____

Print Name: Donald W McIntosh IV

Title: Pres.

Attest: _____ (Seal)
(Secretary or Notary)

Approved as to form and execution, only.

_____
General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 1

Contract Name: Expert Witness Services

Contract No: 000916 Project No.: 429-203

This Addendum No. 1 entered into this 3rd day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and DONALD W. McINTOSH ASSOCIATES, INC., (the "Engineer"), the same being an addendum to the Agreement between the aforesaid, dated October 16, 2012, for expert witness services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to make the following changes to the Agreement:

   A. In Article 1, Services To Be Provided By The Engineer, amend the language in the first sentence in subarticle 1.1, Engineering Expert Witness Services, to read as follows:

   "The Engineer agrees to perform engineering expert witness services for Wekiva Parkway Project 429-203, Parcel Nos. 197, 230, 257 and 267."

   B. Delete the language in Article 3.7, Total Payments Not to Exceed, in its entirety and insert the following new language in its place:

   "All payments made pursuant to this Agreement shall not exceed a total of One Hundred Fifty Thousand Dollars ($150,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Engineer to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Fifty Thousand Dollars ($150,000.00) upset limit."

2. The Engineer hereby agrees to the changes.

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

4. This Addendum No. 1 is necessary to add new parcels to the scope of services and compensate the Engineer for the additional services.

ADDENDUM NO. 1

Contract Name: Expert Witness Services

Contract No.: 000916 Project No.: 429-203

Amount of Changes to this document: $100,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DONALD W. McINTOSH ASSOCIATES, INC.

By: _____

Print Name: Donald W McIntosh Jr

Title: President

Attest: _____ (Seal)
(Secretary or Notary)

Notary Public State of Florida
Beverly P Robinson
My Commission EE094371
Expires 05/16/2015

Approved as to form and execution, only.

_____
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
10/10/13
SIGNATURE / DATE

AGREEMENT FOR ENGINEERING EXPERT WITNESS SERVICES FOR PARCEL 197 LOCATED IN WEKIVA PARKWAY PROJECT 429-203

THIS AGREEMENT is effective this 16th day of October, 2012, by and between Orlando-Orange County Expressway Authority ("Client"), whose business address is 4974 ORL Tower Road, Orlando, Florida 32807 and Donald W. McIntosh Associates, Inc. ("Engineer"),whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, the Client desires to employ the Engineer to provide engineering expert witness services as described herein; and

WHEREAS, the Engineer is licensed, qualified, willing and able to perform the engineering expert witness services required on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Engineer do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE ENGINEER

1.1 Engineering Expert Witness Services

The Engineer agrees to perform engineering expert witness services for Wekiva Parkway Projects 429-203, Parcel 197. It is understood and agreed that the performance of the engineering expert witness services requires the expertise of an individual engineer and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Engineer of Record leaves the Engineer's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Engineer of Record so that the services shall be rendered without interruption or shall require the Engineer to appoint a different individual as the Engineer of Record. If the Agreement is assigned to another engineering firm, payment shall be made to the Engineer for all services rendered. Payment for engineering expert witness services shall be made in accordance with the compensation schedule set forth in **Exhibit A**.

The Engineer of Record shall prepare and deliver six (6) color copies of the engineering report(s) to Dyana L. Petro, Assistant General Counsel at Orlando-Orange County Expressway Authority, whose business address is 4974 ORL Tower Road, Orlando, Florida 32807, within the timeframe set forth in the Addendum.

The Engineer shall commence work on the engineering report(s) immediately and shall perform the work in the most expeditious manner and shall complete the engineering report(s) within the specified timeframe, which the Engineer acknowledges is reasonable. Upon the request from the Client, the Engineer shall provide a progress report which shall advise as to the status of the services to be performed by the Engineer.

It is agreed and understood that all services rendered under this Agreement, and any Addenda hereto, are at the direction of the Client, and, as such, all communications and documents of any kind are privileged work product and shall not be provided to any person unless directed by the Client.

The Engineer shall consult with the Client regarding services to be performed by the Engineer at such time(s) as may be mutually convenient for the parties to this agreement. The Engineer shall initiate such consultations whenever the Engineer needs legal advice on any aspect of the engineering report to be furnished under this Agreement.

1.2 Litigation Support Services

If requested by the Client, the Engineer of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any engineering expert witness work performed under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A and shall include such reasonable time as may be required for re-inspection of the property, revising the engineering report, participation in pretrial conferences with the Client, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Subconsultants

The Engineer shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as subconsultants in connection with the Engineer's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Engineer agrees to terminate promptly the services of any subconsultant and to replace promptly each such terminated subconsultant with a qualified firm or individual approved by the Client.

The Client shall have no liability or obligation to the subconsultants hereunder. Client shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Engineer agrees any such payments shall be treated as a direct payment to the Engineer's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Engineer.

1.4 Engineer's Standards of Performance

The Engineer shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by the Client. The Engineer has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Engineer agrees that the Engineer will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Engineer's Obligation to Correct Errors or Omissions

The Engineer shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Engineer. The Engineer shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Engineer.

1.6 Non-Exclusive Rights

The rights granted to the Engineer hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Engineers to perform engineering expert witness services, including without limitation, any of the services provided for herein.

1.7 Engineer's Compliance with Laws and Regulations

The Engineer and its employees and subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Engineer shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Engineer to render its services hereunder.

1.8 Engineer is not Client's Agent

The Engineer is not authorized to act as the Client's agent and shall have no authority, expressed or implied, to act for or bind the Client. The Engineer is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Engineer, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Engineer will be paid in accordance with the compensation schedule set forth in the attached Exhibit A for any time spent in connection with the reduced services. The Engineer shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of the Engineering Expert Witness Services (described in Article 1.1) is the effective date of this Agreement. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by the Client.

2.2 The Due Date for the delivery of the engineering report(s) shall be included in an Addendum. By executing an Addendum, the Engineer acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Engineer determines that the services are not progressing sufficiently to meet the Due Date, the Engineer shall immediately notify the Client in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by the Client. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

ARTICLE 3– PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Engineer by the Client. Payment for services rendered by any subconsultants shall be paid to the Engineer and the Engineer shall be fully responsible for making payment to any subconsultant retained by the Engineer.

3.2 Compensation for Consultation Services

It is expressly agreed and understood that the Engineer shall be paid for all pre-condemnation consultation services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice.

3.3 Compensation For Engineering Expert Witness Services

It is expressly agreed and understood that the Engineer shall be paid for satisfactorily performed engineering expert witness services in accordance with the compensation schedule set forth on **Exhibit A.** No payment shall be made for engineering expert witness services until after the receipt of the engineering report(s) by the Client. Once a final engineering report(s) has been provided to the Client, all invoices for engineering expert witness services will be paid within forty-five (45) days after receipt of the invoice.

The Engineer shall receive compensation in accordance with **Exhibit A** for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1) the property has been materially altered since the initial engineering (i.e., fire or act of God), (2) the boundaries of the property to be acquired have been revised, or (3) if requested by the Client for any other reason not the fault of the Engineer.

The Engineer shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any engineering report furnished under this agreement if (1)applicable principles of law require the modification on or supplementing of such engineering report, (2) material omissions, inaccuracies, or defects in the engineering report are discovered, or (3) the Engineer receives or becomes aware of relevant additional information in existence prior to the date the Engineer signed the report.

3.4 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Engineer shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A** within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month.

3.5 Invoices

The Engineer shall submit detailed invoices to the Client for all services rendered. The Engineer represents and warrants that all billable hours and rates furnished by the Engineer to the Client shall be accurate, complete and current as of the date of this Agreement or the Addendum.

The Client shall notify the Engineer in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Client shall promptly pay the Engineer the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.6 Right to Withhold Payment

The Client shall have the right to withhold payment on any invoice in the event that the Engineer is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Engineer.

3.7 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Fifty Thousand Dollars ($50,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Engineer to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Fifty Thousand Dollars ($50,000.00) upset limit.

ARTICLE 4– LIQUIDATED DAMAGES

4.1 Engineering Reports

If the Engineer fails to submit any engineering report by the Due Date the Engineer will be assessed one percent (1%) of the lump sum amount for such report per calendar day for the first seven (7) calendar days the engineering report is delayed. If the Engineer submits the draft or final engineering report more than seven (7) calendar days after the Due Date the Engineer will be assessed two percent (2%) of the lump sum for such report per calendar day thereafter, until the engineering report is received by the Client.

4.2 Responses, Modifications, or Corrections

The Client will notify the Engineer of any modifications, corrections or additional services that, in the sole discretion of the Client, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Client. Once the Engineer completes the requested modifications, corrections or additional services, the Engineer shall submit a revised engineering report to the Client.

The revised engineering report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final report submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 - RECORDS

5.1 Maintenance of Records

The Engineer shall maintain complete and accurate records relating to all services rendered by Engineer and any subconsultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Engineer's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Engineer's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Engineer's records. Production of such records by the Engineer shall not constitute promulgation and shall retain in the Engineer all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Engineer has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Engineer to the Client with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Engineer of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Engineer's statement for that month, the entire reasonable expense of the audit shall be borne by the Engineer. The Engineer shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6– TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis. No addenda shall be issued after two (2) years from the effective date of this Agreement. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any addenda hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Engineer will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Engineer. The Engineer shall be paid for the services satisfactorily performed by the Engineer if the engineering report(s) has been provided to the Client. If the engineering report(s) has not been provided to the Client, the Engineer shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Engineer shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Engineer or its subconsultants in performing services under this Agreement, whether completed or in process. The Engineer shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Engineer shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Engineer or received from the Client, concerning the services rendered by the Engineer or any subconsultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A.** Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Engineer. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client's Representative, with a copy to the Client, or the Engineer's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Engineer shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Engineer with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Engineer, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Orlando-Orange County Expressway Authority member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and written consent, the Engineer and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Engineer's judgment or prevent the Engineer from serving the best interests of the Client. Except with the Client's knowledge and written consent, the Engineer shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be acquired or condemned by the Orlando-Orange County Expressway Authority for the projects collectively known as the S.R. 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement. It is agreed and understood between the services rendered hereunder shall be for the benefit of the Orlando-Orange County Expressway Authority and it is entitled to rely upon the engineering report(s) prepared hereunder.

8.11 Engineer Contractual Authorization

Engineer represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Engineer is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

Witness Signature

Robert Johnson
Printed Name

Witness Signature

Vicki McElroy
Printed Name

Witness Signature

Janet B. Hatch
Printed Name

Witness Signature

Jean del Valle
Printed Name

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Claude Miller
Director of Procurement
Orlando-Orange County Expressway Authority

REVIEWED AND APPROVED BY LEGAL

DONALD W. MCINTOSH ASSOCIATES, INC.

By: _____
Donald W. McIntosh, President

EXHIBIT A

Client's Representative	**Engineer's Representative**
Orlando-Orange County Expressway Authority Mrs. Dyana L. Petro 4974 ORL Tower Road Orlando, Florida 32807	Donald W. McIntosh Associates, Inc. Donald W. McIntosh 2200 Park Avenue North Winter Park, Florida 32789

This **Exhibit A** includes the following which shall be attached hereto and made a part hereof:

- ☐ Engineer's Compensation Schedule including all Billable Rates. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

HOURLY RATE SCHEDULE

PERSONNEL CLASSIFICATION	HOURLY RATE
Principal	$300.00
Engineering Department Director	$265.00
Survey Department Director	$240.00
Planning Department/Entitlements Director	$250.00
Associate	$210.00
Senior Engineering Project Manager	$210.00
Senior Survey Project Manager	$195.00
Sr. Reg. Engineer; Eng. Project Manager	$190.00
Survey Project Manager	$175.00
Registered Engineer	$170.00
Registered Surveyor	$170.00
GIS Administrator	$150.00
Computer System/GIS Manager	$150.00
Engineer III	$150.00
Engineer II	$140.00
Engineer I	$130.00
Senior Planner	$120.00
Senior Design Technician	$115.00
Design Technician	$100.00
Assistant Planner	$100.00
Survey Technician	$100.00
Construction Services Director	$135.00
Construction Observer	$100.00
Researcher	$105.00
Draftsman	$80.00
Project Manager Assistant	$85.00
Clerical/Runner	$60.00
Survey Crew	$155.00
GPS Survey Crew	$275.00
Pickup/Delivery	$40.00

In addition to the hourly rates listed, charges will include identifiable out of pocket expenses and other reimbursables billed at a multiplier of 1.00.

The above hourly rates do not apply to expert witness preparation, depositions and testimony. Hourly rates for these services will be provided upon request.

DONALD W. McINTOSH Associates, Inc.
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318

CONSENT AGENDA ITEM

#37

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: February 25, 2016

SUBJECT: Pinel & Carpenter, Inc. - Contract No. 000986
Addendum No. 4

Recommendation for approval is sought for the Central Florida Expressway Authority (CFX) Board for the attached Addendum to the Agreement for Appraisal Services by Pinel & Carpenter, Inc. ("Appraiser") to perform appraisal services and litigation support services for the Wekiva Parkway Project Parcels 197, 897, 230, 257 and 267.

BACKGROUND/DESCRIPTION

The Authority is currently engaged in pre-trial discovery with Project Orlando concerning the above referenced parcels. Special counsel estimates that a budget of $80,000 will allow the Appraiser to prepare appraisal reports for immediate use at trial, as well as provide litigation support services including testimony under oath as an expert witness for all parcels.

The CFX Right of Way Committee has approved the funding amount.

REQUESTED ACTION

Approval of the terms of the Addendum No. 4 for Appraisal Services in the amount of $80,000 to allow continuation of services by Pinel & Carpenter, Inc. related to anticipated litigation costs for the Wekiva Parkway Project is respectfully requested.

ATTACHMENT

Addendum No. 4 for Appraisal Services for Wekiva Parkway Parcels 197, 897, 230, 257 and 267.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 4

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 4 entered into this __ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of $80,000.00 to complete the required services for Parcel Nos. 197, 230, 257 and 267 as detailed in the scope of services.

2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

> "All payments made pursuant to this Agreement shall not exceed a total of Two Hundred Seventy-Five Thousand Dollars ($275,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Two Hundred Seventy-Five Thousand Dollars ($275,000.00) upset limit."

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.

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

5. This Addendum No. 4 is necessary to increase the compensation to the Appraiser to complete the services for Parcel Nos. 197, 230, 257 and 267.

ADDENDUM NO. 4

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: $80,000.00

This Addendum No. 4 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____(Seal)
(Secretary or Notary)

Approved as to form and execution, only.

_____
General Counsel for the Authority

15 OCT 14 PM 1:01

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADDENDUM NO. 3

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 3 entered into this 9th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of $50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.

2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

> "All payments made pursuant to this Agreement shall not exceed a total of One Hundred Ninety-Five Thousand Dollars ($195,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Ninety-Five Thousand Dollars ($195,000.00) upset limit."

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.

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

5. This Addendum No. 3 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 3

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: $50,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: Walter Carpenter

Title: President

Attest: _____ (Seal)
(Secretary or Notary)

GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

_____
General Counsel for the Authority

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 2

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 2 entered into this 17th day of March, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to increase the compensation to the Appraiser in the not-to-exceed amount of $50,000.00 to complete the required services for Parcel Nos. 230, 257 and 267 as detailed in the scope of services.

2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

> "All payments made pursuant to this Agreement shall not exceed a total of One Hundred Forty-Five Thousand Dollars ($145,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the One Hundred Forty-Five Thousand Dollars ($145,000.00) upset limit."

3. The Appraiser hereby agrees to the additional compensation and the new language in Article 3.6.

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

5. This Addendum No. 2 is necessary to increase the compensate to the Appraiser to complete the services for Parcel Nos. 230, 257 and 267.

ADDENDUM NO. 2

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: $50,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: Walter W. Carpenter

Title: President / Owner

Attest: Gencie Overfield (Seal)
(Secretary or Notary)

NOTARY PUBLIC STATE OF FLORIDA
GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

_____
General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
3/25/14
SIGNATURE / DATE

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ADDENDUM NO. 1

Contract Name: Appraisal Services

Contract No: 000986 Project No.: 429-203

This Addendum No. 1 entered into this 23rd day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PINEL & CARPENTER, INC., (the "Appraiser"), the same being an addendum to the Agreement between the aforesaid, dated February 25, 2013, for appraisal services pertaining to Wekiva Parkway Project No. 429-203, (the Contract").

1. The Authority wishes to add Parcel Nos. 230, 257 and 267 to the scope of services for the Agreement.

2. The Authority wishes to delete the language in Article 3.6, Total Payments Not to Exceed, of the Agreement in its entirety and insert the following new language in its place:

> "All payments made pursuant to this Agreement shall not exceed a total of Ninety-Five Thousand Dollars ($95,000.00), without an Addendum to this Agreement that shall be approved by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Ninety-Five Thousand Dollars ($95,000.00) upset limit."

3. The Appraiser hereby agrees to the addition of the new parcels and the new language in Article 3.6.

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

5. This Addendum No. 1 is necessary to add new parcels to the scope of services and compensate the Appraiser for the additional services.

00154 BK 10605 PG 2277 2277 of 2279

ADDENDUM NO. 1

Contract Name: Appraiser Services

Contract No.: 000986 Project No.: 429-203

Amount of Changes to this document: $45,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

PINEL & CARPENTER, INC.

By: _____

Print Name: Walter N. Carpenter

Title: Owner / President

Attest: _____ (Seal)
(Secretary or Notary)

NOTARY PUBLIC STATE OF FLORIDA
GENCIE OVERFIELD
MY COMMISSION # EE 193869
EXPIRES: May 12, 2016
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

_____
General Counsel for the Authority

AGREEMENT FOR APPRAISAL SERVICES FOR PARCEL 197 LOCATED IN WEKIVA PARKWAY PROJECT 429-203

THIS AGREEMENT is effective this ___ day of _____, 2013, by and between the Orlando-Orange County Expressway Authority ("Client"), whose business address is 4974 ORL Tower Road, Orlando, Florida 32807 and Pinel & Carpenter, Inc., ("Appraiser"), whose business address is 824 Highland Avenue, Orlando, Florida 32803.

WITNESSETH:

WHEREAS, the Client's outside legal counsel, Lowndes, Drosdick, Doster, Kantor & Reed ("LDDKR"), in its capacity as outside legal counsel to the Orlando-Orange County Expressway Authority, desires to employ the Appraiser to provide appraisal services as described herein; and

WHEREAS, the Appraiser is licensed, qualified, willing and able to perform the appraisal services required on the terms and conditions hereinafter set forth.

WHEREAS, the Orlando-Orange County Expressway Authority has given public notice of the appraisal services to be rendered pursuant to this Agreement and Appraiser is one of the short listed appraisal firms eligible to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Client and the Appraiser do hereby agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE APPRAISER

1.1 Appraisal Services

Phase I

The Appraiser agrees to perform a limited review of Integra Realty Resources – Orlando appraisal for Parcel 197 on the Wekiva Parkway Project #429-203 as it relates to sales. It is understood and agreed that the performance of the appraisal services requires the expertise of an individual appraiser, Walter N. Carpenter, and the exercise of his or her independent judgment and that the continued and uninterrupted performance of the services is essential, and, therefore, if the Appraiser of Record leaves the Appraiser's employ, for any reason, the Client shall have the option, in its sole discretion, of assigning this Agreement, and any Addenda hereto, to the Appraiser of Record so that the services shall be rendered without interruption or shall require the Appraiser to appoint a

different individual as the Appraiser of Record. If the Agreement is assigned to another appraisal firm, payment shall be made to the Appraiser for all services rendered.

The Appraiser shall commence work on the limited review of appraisal report(s) immediately upon receipt of the appraisal for Parcel 197 performed by Integra Realty Resources-Orlando. Appraiser shall perform the work in the most expeditious manner and shall complete the limited review of appraisal report(s) within the timeframe established by LDDKR. Upon the request from LDDKR, the Appraiser shall provide a progress report which shall advise as to the status of the services to be performed by the Appraiser.

The Appraiser shall consult with the LDDKR regarding services to be performed by the Appraiser, at such time(s) as may be mutually convenient for the parties to this agreement. The Appraiser shall initiate such consultations whenever the Appraiser is in doubt as to whether an element of property is real or personal property or needs legal advice on any aspect of the reports or appraisals to be furnished under this Agreement.

Phase II

If directed by LDDKR, and subsequent to receipt of the Phase I summary of sales, Appraiser shall perform a complete appraisal for Parcel 197. Any appraisal report provided hereunder shall be considered a draft appraisal report until such time as the area of taking has been surveyed and a certified legal description provided to the Appraiser. The Appraiser agrees and understands that it is to provide a draft appraisal report by the Due Date set forth in the Addendum, regardless of whether a certified legal description of the taking area has been provided.

1.2 Litigation Support Services

If requested by LDDKR, the Appraiser of Record shall personally testify under oath as an expert witness on behalf of the Orlando-Orange County Expressway Authority in any judicial proceeding involving any property appraised under this Agreement. Payment for such litigation support services shall be in accordance with the compensation schedule attached hereto as Exhibit A, and shall include such reasonable time as may be required for re-inspection of the property, updating the Appraiser's valuation, participation in pretrial conferences with LDDKR, and preparation for and testifying at depositions, trial, or other judicial proceedings as requested.

1.3 Subconsultants

The Appraiser shall have the right, with the prior written consent of the Client, to employ other firms or individuals to serve as subconsultants in connection with the Appraiser's performance of any services. Upon the written request of the Client, which may be made with or without cause, the Appraiser agrees to terminate promptly the services of any subconsultant and to replace promptly each such terminated subconsultant with a qualified firm or individual approved by the Client.

LDDKR shall have no liability or obligation to the subconsultants hereunder. The Orlando-Orange County Expressway Authority shall have the right, but not the obligation, based upon sworn statements of accounts from the subconsultants, to pay a specific amount directly to a subconsultant. In such event, the Appraiser agrees any such payments shall be treated as a direct payment to the Appraiser's account. Subconsultant fees shall be invoiced at cost with no additional markup applied by the Appraiser.

1.4 Appraiser's Standards of Performance

The Appraiser shall follow the Uniform Standards of Appraisal Practice (USPAP) to the extent such standards are consistent with the rules on the admissibility of evidence of value under the eminent domain laws of Florida. The Appraiser shall use professional standards of performance to perform all services in such sequence, and in accordance with such reasonable time requirements and reasonable written instructions, as may be requested or provided by LDDKR. The Appraiser has represented that it is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute and acknowledges that the Client has relied on such representations. By executing this Agreement, the Appraiser agrees that the Appraiser will exercise that degree of care, knowledge, skill and ability and agrees to perform the services in an efficient and economical manner.

1.5 Appraiser's Obligation to Correct Errors or Omissions

The Appraiser shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and other services furnished by the Appraiser. The Appraiser shall, without additional cost or expense to the Client, correct or revise any errors, omissions, or other deficiencies in the services performed by the Appraiser.

1.6 Non-Exclusive Rights

The rights granted to the Appraiser hereunder are nonexclusive, and the Client reserves the right to enter into agreements with other Appraisers to perform appraisal services, including without limitation, any of the services provided for herein.

1.7 Appraiser's Compliance with Laws and Regulations

The Appraiser and its employees and subconsultants shall promptly observe and comply with all applicable federal, state and local laws, regulations, rules and ordinances then in effect or as amended ("laws"). The Appraiser shall procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits and other authorizations as are required by law in order for the Appraiser to render its services hereunder.

1.8 Appraiser is not Client's Agent

The Appraiser is not authorized to act as LDDKR's agent and shall have no authority, expressed or implied, to act for or bind LDDKR. The Appraiser is not authorized to act as the agent of the Orlando-Orange County Expressway Authority and shall have no authority, expressed or implied, to act for or bind the Orlando-Orange County Expressway Authority.

1.9 Reduced Scope of Services

The Client shall have the right, by written notice to the Appraiser, to reduce the scope of services to be rendered hereunder. If the Client reduces the services to be rendered, the Appraiser will be paid in accordance with the compensation schedule set forth in the attached Exhibit A, or other negotiated flat fee, for any time spent in connection with the reduced services. The Appraiser shall not be entitled to any anticipated profit as a result of the reduced scope of services.

ARTICLE 2- TIME

2.1 The date for commencement of the Phase I Appraisal Services is February 25, 2013. The date for commencement of the Litigation Support Services (described in Article 1.2) is the date such services are required by LDDKR.

2.2 The Due Date for the delivery of the Phase I report(s) is forty five (45) days from receipt of the Integra Realty appraisal. By executing this Agreement, the Appraiser acknowledges that the Due Date is both realistic and achievable, and that the report(s) will be completed by that time.

2.3 If, at any time prior to completion of the services, the Appraiser determines that the services are not progressing sufficiently to meet the Due Date, the Appraiser shall immediately notify LDDKR in writing and shall provide a description of the cause of the delay, the effect on the scheduled Due Date and the recommended action to meet the Due Date.

2.4 No extensions of time shall be granted unless in writing and approved by LDDKR. Any requests for extensions shall be in writing explaining in detail why such extension is necessary and shall be made at least seven (7) days prior to the Due Date to be extended.

2.5 The Due Date for Phase II services, if requested, shall be as agreed upon by the Appraiser and LDDKR.

ARTICLE 3– PAYMENT

3.1 When Payment is to be made by the Client

All payments made pursuant to this Agreement will be paid to the Appraiser by the Client. Payment for services rendered by any subconsultants shall be paid to the Appraiser and the Appraiser shall be fully responsible for making payment to any subconsultant retained by the Appraiser.

3.2 Compensation Appraisal

It is expressly agreed and understood that the Appraiser shall be paid for all satisfactorily performed services set forth in this Agreement, for the parcel appraised hereunder in accordance with the compensation schedule set forth on **Exhibit A**. Once either periodic Phase I services or the final report/appraisal contemplated by Phase II have been provided to LDDKR, invoices for services shall be paid within thirty (30) days after receipt of the invoice.

The Appraiser shall receive compensation in accordance with **Exhibit A**, for services performed in connection with the modification or preparation of any supplement or update to any report/appraisal furnished under this agreement if (1) there is a significant delay (i.e., more than sixty (60) days) between the date of valuation and the date of acquisition of any parcel, (2) the property has been materially altered since the appraisal (i.e., fire or act of God), (3) the boundaries of the property to be acquired have been revised, or (4) if requested by the Client for any other reason not the fault of the Appraiser.

The Appraiser shall not receive compensation for services performed in connection with the modification or preparation of any supplement or update to any report/appraisal furnished under this agreement if (1) applicable principles of law with respect to the valuation of the property require the modification on or supplementing of such appraisal, (2) material omissions, inaccuracies, or defects in the appraisal report are discovered such that the appraisal report must be reviewed by the Review Appraiser more than twice, or (3) the Appraiser receives or becomes aware of relevant additional appraisal information in existence prior to the date the Appraiser signed the report.

3.3 Compensation for Litigation/Consultation Services

It is expressly agreed and understood that the Appraiser shall be paid for all litigation support services in accordance with the compensation schedule set forth in **Exhibit A**, within thirty (30) days after receipt of each monthly invoice, provided that the invoice is received by the 3rd of each month.

3.4 Invoices

The Appraiser shall submit detailed invoices to the Client's Representative James M. Spoonhour, Esquire, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive, Orlando, FL 32801. The Appraiser represents and warrants that all billable

hours and rates furnished by the Appraiser to the Client shall be accurate, complete and current as of the date of this Agreement.

The Client shall notify the Appraiser in writing of any objection to the amount of such invoice, together with the Client's determination of the proper amount of such invoice. Any dispute over the proper amount of such monthly invoice shall be resolved by mutual agreement of the parties, and after final resolution of such dispute, the Client shall promptly pay the Appraiser the amount so determined, less any amounts previously paid with respect to such monthly invoice.

3.5 Right to Withhold Payment

The Client shall have the right to withhold payment on any invoice in the event that the Appraiser is in default under any provision of this Agreement (including any Addenda) or if liquidated damages are assessed against the Appraiser.

3.6 Total Payments not to Exceed

All payments made pursuant to this Agreement shall not exceed a total of Fifty Thousand Dollars ($50,000.00), without an Addendum to this Agreement that requires approval by the Client. It shall be the responsibility of the Appraiser to monitor the total of all payments made pursuant to this Agreement and notify the Client prior to reaching the Fifty Thousand Dollars ($50,000.00) upset limit.

ARTICLE 4 – REVIEW BY REVIEW APPRAISER

4.1 Responses, Modifications, or Corrections

In the event Phase II services are authorized, the Client or the Client's designated Review Appraiser will notify the Appraiser of any modifications, corrections or additional services that, in the sole discretion of the Review Appraiser, are determined to be necessary. All modifications, corrections, or additional services shall be completed within five (5) calendar days after the request is made by the Review Appraiser. Once the Appraiser completes the requested modifications, corrections or additional services, the Appraiser shall submit a revised appraisal report to the Client.

The revised appraisal report shall be reviewed within five (5) calendar days for compliance with the requested modifications, corrections or additional services and a final appraisal submitted to the Client within three (3) calendar days of such review.

ARTICLE 5 – RECORDS

5.1 Maintenance of Records

The Appraiser shall maintain complete and accurate records relating to all services rendered by Appraiser and any subconsultants pursuant to this Agreement. Records shall be kept in a form reasonably acceptable to the Client. Records and invoices for services shall include all of the information required in order to determine the Appraiser's monthly hours for each employee rendering services hereunder, and shall identify the services rendered by each employee in a manner acceptable to the Client.

5.2 Records Availability and Audit

All of the Appraiser's records relating to services shall, upon reasonable notice by the Client, be made available to the Client, and the Client shall have the right from time to time, through their respective duly authorized representatives, at all reasonable times, to review, inspect, audit or copy the Appraiser's records. Production of such records by the Appraiser shall not constitute promulgation and shall retain in the Appraiser all rights and privileges of workmanship, confidentiality and any other vested interests. If, as a result of an audit, it is established that the Appraiser has overstated its hours of service, per diem or hourly rates for any month, the amount of any overcharge paid as a result of an overstatement shall forthwith be refunded by the Appraiser to the Client with interest thereon, if any, at a rate of six percent (6%) per annum on the overstated amount accrued from forty-five (45) days after the Client's notice to the Appraiser of the overstatement. If the amount of an overstatement in any month exceeds five percent (5%) of the amount of the Appraiser's statement for that month, the entire reasonable expense of the audit shall be borne by the Appraiser. The Appraiser shall retain all records and shall make same available to the requesting party for a period of five (5) years from the date of payment by the Client of the final invoice for the services to which the records relate.

ARTICLE 6 – TERM OF AGREEMENT AND TERMINATION

6.1 Term of Agreement

Services shall commence upon the execution of the Agreement and shall be provided on a continuous basis until each assigned parcel is completed. No Addenda shall be issued after two (2) years from the effective date of this Agreement. The Client can elect to extend the Agreement by exercising up to three additional extensions of one year each.

6.2 Termination

This Agreement and/or any exhibit hereto may be terminated in whole or in part by either party by written notification at any time. Upon notification, Appraiser will immediately discontinue all services and submit a final invoice to the Client within thirty (30) days of Client's notice of termination to Appraiser. The Appraiser shall be paid for the services satisfactorily performed by the Appraiser if the report/appraisal has been provided to the Client. If the report/appraisal has not been provided to the Client, the

Appraiser shall receive no compensation for any services rendered under this agreement or any Addenda hereto.

Upon termination, the Appraiser shall deliver or otherwise make available to the Client all data, designs, specifications, calculations, estimates, plans, drawings, photographs, reports, memoranda, other documents and instruments, and such other information and materials as may have been prepared or accumulated by the Appraiser or its subconsultants in performing services under this Agreement, whether completed or in process. The Appraiser shall have no entitlement to recover anticipated profit for services or other work not performed.

ARTICLE 7- CONFIDENTIALITY

Unless otherwise required by law, the Appraiser shall not, without the prior written consent of the Client, knowingly divulge, furnish or make available to any third person, firm or organization, any information generated by the Appraiser or received from the Client, concerning the services rendered by the Appraiser or any subconsultant pursuant to this Agreement.

ARTICLE 8- MISCELLANEOUS PROVISIONS

8.1 Notices

All notices required to be given hereunder shall be in writing and shall be given by United States mail, postage prepaid addressed to the parties' representatives at the address set forth in **Exhibit A.** Neither electronic mail, instant messaging, nor facsimile shall be considered notice as required hereunder.

8.2 Change of Address

Any party may change its address for purposes of this Article by written notice to the other party given in accordance with the requirements of this Article.

8.3 Jurisdiction

Any claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be brought only in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Such claims, disputes or other matters shall not be subject to arbitration without the prior written consent of both the Client and the Appraiser. The parties hereby agree that process may be served by United States Mail, postage prepaid, addressed to the Client or the Appraiser's Representative as defined in **Exhibit A**. The parties hereby consent to the jurisdiction the Circuit Court of the Ninth Judicial District in and for Orange County, Florida.

8.4 Governing Law

The Agreement shall be governed by the laws of Florida.

8.5 Transfers and Assignments

The Appraiser shall not transfer or assign any of its rights hereunder (except for transfers that result from the merger or consolidation of the Appraiser with a third party) or (except as otherwise authorized in this Agreement or in an exhibit hereto) subcontract any of its obligations hereunder to third parties without the prior written approval of the Client. The Client shall be entitled to withhold such approval for any reason or for no reason. Except as limited by the provisions of this paragraph, this Agreement shall inure to the benefit of and be binding upon the Client and the Appraiser, and their respective successors and assigns.

8.6 Member Protection

No recourse shall be had against any member, officer, employee or agent, as such, past, present or future, of the Client, either directly or indirectly, for any claim arising out of this Agreement or the services rendered pursuant to it, or for any sum that may be due and unpaid. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Client or member, officer, employee or agent as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement for the services rendered pursuant to it, or for the payment for or to the Client, or any receiver therefore or otherwise, of any sum that may remain due and unpaid, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

8.7 Conflict of Interest

Except with the Client's knowledge and consent, the Appraiser and Subconsultants shall not undertake services when it would reasonably appear that such services could compromise the Appraiser's judgment or prevent the Appraiser from serving the best interests of the Client. Except with the Client's knowledge and consent, the Appraiser shall not perform any services for any property-owners from whom property has been, will be, or is contemplated to be condemned by the Client for the projects which are collectively known as the S.R. 429 Wekiva Parkway Project, which for the purpose of this Agreement shall be defined by the Client at a later date and as such roadway is modified from time to time. Client reserves the right to raise such conflict unless that right is specifically waived by the Client.

8.8 Entire Agreement

This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

8.9 Amendment

This Agreement and its exhibits shall not be amended, supplemented or modified other than in writing signed by the parties hereto. Neither electronic mail nor instant messaging shall be considered a "writing" for purposes of amending, supplementing or modifying this Agreement. No services shall be performed until such services are provided for in an Amendment or Addenda and executed by both parties.

8.10 No Third-Party Beneficiaries

No person shall be deemed to possess any third-party beneficiary rights pursuant to this Agreement.

8.11 Appraiser Contractual Authorization

Appraiser represents and warrants that the execution and delivery of the Agreement and the performance of the acts and obligations to be performed have been duly authorized by all necessary corporate (or if appropriate, partnership) resolutions or actions and the Agreement does not conflict with or violate any agreements to which Appraiser is bound, or any judgment, decree or order of any court.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Approved by OOCEA Legal

Joseph L. Passiatore, General Counsel

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Claude Miller
Director of Procurement to the Orlando-Orange County Expressway Authority

Witness Signature

Printed Name

Witness Signature

Printed Name

PINEL & CARPENTER, INC.

By: _____
Walter Carpenter, MAI, CRE, President

RECEIVED
CONTRACTS DEPT
10/28/13
SIGNATURE / DATE

EXHIBIT A

Client's Representative
James M. Spoonhour, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed
215 N. Eola Drive
Orlando, FL 32801

Appraiser's Representative
Pinel & Carpenter, Inc.
Mr. Walter N. Carpenter, President
824 Highland Avenue
Orlando, FL 32803

This **Exhibit A** includes the following which shall be made a part hereof:

☐ Appraiser's Compensation Schedule including all Billable Rates is as follows. (The rates shall include allowance for salaries, overhead, operating margin and direct expenses.)

MAI/Partner	$275.00/Hour
Senior Staff Appraiser	$150 to $200/Hour
Staff Appraiser	$125 to $150/Hour
Researcher	$ 80/Hour

CONSENT AGENDA ITEM

#38

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: March 3, 2016

RE: Confirmation and Approval of
Declaration of Emergency for
Federal Compliance Consultant for Wekiva Parkway Construction
Contract No. 001182

In accordance with the Procurement Policy, Board confirmation and approval is requested for a declaration of emergency and award of a contract authorized by the Executive Director for the Federal Compliance Consultant for Wekiva Parkway Construction. These services ensure compliance with federal requirements for the Wekiva Parkway construction projects.

The consultant providing these services since March, 2015, Covalt Group, Inc., withdrew from the contract on February 1, 2016 because they could no longer staff the work required. The total contract value was $1,225,000 with estimated $972,181.00 remaining at the time of termination.

The Director of Supplier Diversity contacted the second ranked firm, MTN Resources, LLC, to discuss their current availability and willingness to provide the services required.

On February 15, 2016, the Executive Director approved the Agreement with the second ranked firm, MTN Resources, LLC, in the amount of $53,740.10 to provide these services through March 21, 2016.

Board confirmation and approval is requested for this declaration of emergency.

Board approval is also requested to continue the Agreement with MTN Resources, LLC for three (3) years with two (2) one year options commencing March 22, 2016, in the total contract amount of $1,006,531.83.

MTN Resources, LLC will be utilizing Wynn Consulting Group as a subconsultant with a contract value of $292,549.00.

February 9, 2016

Ms. Iranetta Dennis
Director of Supplier Diversity
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: Fee Proposal for Compliance Services for Wekiva Parkway
(429-202, 429-203, 429-204, 429-205, 429-206)

Dear Ms. Dennis,

Central Florida Expressway Authority has requested a fee proposal for MTN Resources to provide compliance services for the above referenced projects. The attached fee proposal has been estimated based on remaining construction days for currently active projects and projected construction schedules as follows:

Project	Construction Contract Status	Construction Cost	Days	Start Date	End Date
429-202	Executed	$56,152,429.00	660	June 2015	Mar 2017
429-203	Executed	$46,617,017.39	600	Aug 2015	Mar 2017
429-204	Executed	$79,625,302.60	730	Jan 2016	Jan 2018
429-205	Not Advertised	$39,846,000.00	548	Apr 2017	Sept 2018
429-206	Not Advertised	$62,916,000.00	548	Apr 2017	Sept 2018

The services to be provided include:

- Compliance services as previously advertised by the Authority under Contract No. 001072
- Sub-consultant Wynn Consulting Group, Inc. – DBE outreach

This fee estimate represents a not to exceed, Limiting Amount. Services rendered will be invoiced to the Authority based on actual time effort put forth, along with supporting timesheets. While the actual effort may vary from this estimate among positions, the Total Limiting Amount as estimated will not be exceeded. In the event that construction days are extended beyond the above estimated time periods, the fee estimate will need to be supplemented to allow for the additional efforts involved to deliver the services requested.

All services will be provided from the company offices in Longwood, FL (MTN), New Smyrna Beach, FL (MTN) and Windermere, FL (Wynn).

Please contact me at mnance@mtnresources.com or (407)616-6890 should you have any questions. Thank you for this opportunity.

Thank you,

Marla T. Nance

Marla T. Nance, CPA
President/MTN Resources, LLC

Weslva Parkway
Distribution of Manhours by Project Staff

Project/Staff	2016 J	F	M	A	M	J	J	A	S	O	N	D	2017 J	F	M	A	M	J	J	A	S	O	N	D	2018 J	F	M	A	M	J	J	A	S	O	N	D	2019 J	F	Totals	Billing Rates	Totals
429-202																																									
Compliance Manager			5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54	5.54																								72	$ 173.08	$ 12,461.76
Lead Compliance Specialist			28.4	28.4	28.4	28.4	28.4	28.4	28.4	28.4	28.4	28.4	28.4	28.4	28.4																								369	$ 108.17	$ 39,914.73
Compliance Specialist			108	108	108	108	108	108	108	108	108	108	108	108	108																								1402.2	$ 86.61	$ 121,444.54
Total Manhours			142	142	142	142	142	142	142	142	142	142	142	142	142	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1843.2		$ 173,821.03
429-203																																									
Compliance Manager			3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85	3.85																								50	$ 173.08	$ 8,654.00
Lead Compliance Specialist			19.2	19.2	19.2	19.2	19.2	19.2	19.2	19.2	19.2	19.2	19.2	19.2	19.2																								250	$ 108.17	$ 27,042.50
Compliance Specialist			73.8	73.8	73.8	73.8	73.8	73.8	73.8	73.8	73.8	73.8	73.8	73.8	73.8																								960	$ 86.61	$ 83,145.60
Total Manhours			96.9	96.9	96.9	96.9	96.9	96.9	96.9	96.9	96.9	96.9	96.9	96.9	96.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1260		$ 118,842.10
429-204																																									
Compliance Manager			3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48	3.48														80	$ 173.08	$ 13,846.40
Lead Compliance Specialist			17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8	17.8														410	$ 108.17	$ 44,349.70
Compliance Specialist			67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4	67.4														1550	$ 86.61	$ 134,243.50
Total Manhours			88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	88.7	0	0	0	0	0	0	0	0	0	0	0	0	0	2040		$ 192,441.60
429-205																																									
Compliance Manager													1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19			25	$ 173.08	$ 4,327.00
Lead Compliance Specialist													7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62	7.62			160	$ 108.17	$ 17,307.20
Compliance Specialist													29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5			620	$ 86.61	$ 53,698.20
Total Manhours			0	0	0	0	0	0	0	0	0	0	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	38.3	0	0	805		$ 75,332.60
429-206																																									
Compliance Manager													1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19	1.19			25	$ 173.08	$ 4,327.00
Lead Compliance Specialist													10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5	10.5			220	$ 108.17	$ 23,797.40
Compliance Specialist													43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8	43.8			920	$ 86.61	$ 79,681.20
Total Manhours			0	0	0	0	0	0	0	0	0	0	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	55.5	0	0	1165		$ 107,805.60
All Projects																																									
Compliance Manager			12.9	12.9	12.9	12.9	12.9	12.9	12.9	12.9	12.9	12.9	12.9	12.9	12.9	5.84	5.84	5.84	5.84	5.84	5.84	5.84	5.84	5.84	5.84	2.38	2.38	2.38	2.38	2.38	2.38	2.38	2.38	2.38	2.38	2.38	0	0	253	$ 173.08	$ 43,616.15
Lead Compliance Specialist			65.4	65.4	65.4	65.4	65.4	65.4	65.4	65.4	65.4	65.4	65.4	65.4	65.4	35.9	35.9	35.9	35.9	35.9	35.9	35.9	35.9	35.9	35.9	18.1	18.1	18.1	18.1	18.1	18.1	18.1	18.1	18.1	18.1	18.1	0	0	1409	$ 108.17	$ 152,411.53
Compliance Specialist			249	249	249	249	249	249	249	249	249	249	249	249	249	141	141	141	141	141	141	141	141	141	141	73.3	73.3	73.3	73.3	73.3	73.3	73.3	73.3	73.3	73.3	73.3	0	0	5452.2	$ 86.61	$ 472,215.04
Total Manhours All Projects			327	327	327	327	327	327	327	327	327	327	327	327	327	183	183	183	183	183	183	183	183	183	183	93.8	93.8	93.8	93.8	93.8	93.8	93.8	93.8	93.8	93.8	93.8	0	0	7113.2		$ 668,242.73

MTN Resources	$ 668,242.73
Wynn Consulting	$ 284,549.00
Total Contract Amount	$ 952,791.73

February 15, 2016

Ms. Iranetta Dennis
Director of Supplier Diversity
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

MTN RESOURCES

RE: Fee Estimate for Interim Compliance Services on Wekiva Parkway Project Grouping

---

Dear Ms. Dennis,

Central Florida Expressway Authority has requested a fee estimate for MTN Resources to provide interim compliance services for the above referenced project grouping. These efforts are estimated for a period of February 16, 2016 thru March 21, 2016 and include:

- MTN Resources – to provide compliance oversight services as previously advertised by the Authority under Contract No. 001072 and assess compliance project files prepared to date by previous Consultant.
- Sub-consultant Wynn Consulting Group, Inc. - to assist the Supplier Diversity Director with implementing components of the DBE and Supplier Diversity programs. The activities listed are not intended to be all inclusive but components needed to ensure the functionality of both programs.
    - Assisting in making contracts more accessible to DBE's and small businesses
    - Providing technical assistance and other services
    - Disseminate information on contracting procedures and specific contract opportunities
    - Provide services to help DBE's and small businesses increase opportunities to participate in project(s)
    - Assist DBE's and other small business in the development of their capability to utilize emerging technology and conduct business through electronic media
    - Attend networking events and construction progress meetings
    - Research new and revised federal, local and state requirements related to operating a business, licensing requirements pertaining to disadvantage, small minority and women business enterprises.
    - Miscellaneous support services needed by the Supplier Diversity Director

This fee estimate represents a not to exceed, Limiting Amount. Services rendered will be invoiced to the Authority based on actual time effort put forth, along with supporting timesheets. While the actual effort may vary from this estimate among positions, the Total Limiting Amount as estimated will not be exceeded.

308 N. Orange Street, New Smyrna Beach, FL 32168 386-402-8586 phone/866-268-9253 fax

MTN Resources			
Position	**Billing Rate**	**Manhours**	**Fee Estimate**
Compliance Manager	$173.08	19	$ 3,288.52
Lead Compliance Specialist	$108.17	97	$10,492.49
Compliance Specialist	$86.61	369	$31,959.09
MTN Resources - Total Limiting Amount			$45,740.10
Subconsultant – Wynn Consulting Group, Inc.			$ 8,000.00
Total Limiting Amount			$53,740.10

All services will be provided from the company offices in Longwood, FL (MTN), New Smyrna Beach, FL (MTN) and Windermere, FL (Wynn).

Please contact me at mnance@mtnresources.com or (407)616-6890 should you have any questions. Thank you for this opportunity.

Sincerely,

Marla T. Nance

Marla T. Nance, CPA
President/MTN Resources, LLC

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
MTN RESOURCES, LLC

CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES

CONTRACT NO. 001182

CONTRACT DATE: February 16, 2016
CONTRACT AMOUNT: $53,740.10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL AND PRICE PROPOSAL

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL AND PRICE PROPOSAL

FOR

CONSTRUCTION CONTRACTOR COMPLIANCE CONSULTANT SERVICES

CONTRACT NO. 001182

FEBRUARY 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andrea Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

TABLE OF CONTENTS

Title		Page
	CONTRACT	1 to 13
SS	SCOPE OF SERVICES	SS-1 to SS-7
MC	METHOD OF COMPENSATION	MC-1 to MC-2
TP	TECHNICAL PROPOSAL	TP-1 to TP-47
FS	FEE SCHEDULE	FS-1 to FS-5

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 17th day of February, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and MTN RESOURCES, LLC., 204 N. Sweetwater Cove Blvd., Longwood, Florida 32779, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, 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, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide Construction Contractor Compliance Consultant services and related tasks as may be assigned to the consultant by CFX and identified as Contract No. 001182; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of four qualified firms that responded to the Request for Proposals and was ranked second; and,

WHEREAS, on or about March 12, 2015, CFX awarded the Agreement to the top ranked firm, COVALT GROUP, INC.; and,

WHEREAS, on or about February 1, 2016, CFX received a withdrawal letter from, COVALT GROUP, INC.; and,

WHEREAS, on or about February 15, 2016, CFX Executive Director approved an emergency procurement with the second ranked firm, MTN RESOURCES, LLC., on an interim basis through March 21, 2016; and,

WHEREAS, on or about March 10, 2016, the CFX Board will meet and ratify the emergency procurement and decide whether to continue the Agreement with the second ranked firm, MTN RESOURCES, LLC., for an additional three (3) year term with two (2) one year renewals; and,

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

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of 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 providing Construction Contractor Compliance Consultant services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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 CONSULTANT is providing these services on a non-exclusive basis. 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, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONSULTANT, and
1.5 The Fee Schedule.

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be from the date indicated in the Notice to Proceed from CFX to March 21, 2016. Predicated on CFX Board approval on or about March 10, 2016, the Contract will automatically extend for three (3) years from March 22, 2016 until March 21, 2019. Additionally, With CFX's sole option, the Contract may be renewed for two (2) one year periods, or portions thereof. If the Board approval amends the term hereto, an amendment shall be executed revising the term and compensation. If CFX Board disapproves on or about March 10, 2016, the contract extension, the Agreement term will terminate March 21, 2016, unless amended otherwise.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as 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 CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay 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, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT 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 CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

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

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term through March 21, 2016, is $53,740.10.

3.2 The Contract Amount for the Contract term through March 22, 2016 through March 21, 2019, is $952,791.73.

3.2 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by 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 CONSULTANT in determining labor, unit price, or any other component of a bid submitted to 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 CONSULTANT 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 CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its

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

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

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by 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

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

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONSULTANT shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form

including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties 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 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. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

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

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

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

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

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

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

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

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

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

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

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

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

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

9. PUBLIC RECORDS

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

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

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

CFX has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of 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 subcontractor 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 subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFXs 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.

15. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of CFX'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 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.

16. PREVAILING PARTY ATTORNEY'S FEES

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

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX 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, CFX agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

19. RELATIONSHIPS

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

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

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify 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.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where 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.

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

22.4 Obligations upon expiration or termination of the Contract; and

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

CENTRAL FLORIDA EXPRESSWAY CFX

By: _____
~~Director of Procurement~~ CFO

MTN RESOURCES, LLC.

By: Marla T. Nance

Marla T. Nance
Print Name

President/Owner
Title

ATTEST: _____ (Seal)

DATE: 2/16/16

Approved as to form and execution, only.

_____
General Counsel for CFX

CONSENT AGENDA ITEM

#39

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Approval of Purchase Order to Temple, Inc., for High Definition CCTV Cameras

Board approval is requested to issue a purchase order in the amount of $147,154.00 to Temple, Inc., to procure 46 new high definition CCTV cameras for use as part of our Expressway Management System. The encoders for the existing cameras have reached their end-of-life and are no longer manufactured or repairable.

CFX requested Atkins to perform a comprehensive evaluation of high-definition (HD) CCTV cameras for potential use as a part of the Expressway Management System. High definition CCTV cameras produce greater quality video, improved incident visibility for incident management purposes and are less expensive to deploy than a standard definition camera and encoder. Based on the evaluation, Siqura HSD820H3 CCTV was selected for standardization.

As part of the comprehensive evaluation, Atkins received pricing for the Siqura HSD820H3-E High Definition camera which includes a five (5) year equipment warranty from the manufacturer, TKH Security Solutions. Pricing was received from TKH Security Solutions and two (2) authorized resellers for the manufacturer. Based upon pricing, Temple, Inc. has been designated as a single source provider for this purchase.

- Temple, Inc. $147,154.00
- TKH Security Solutions $157,744.00
- Kratos Public Safety & Security Solutions $159,814.00

Under the Procurement Policy, Article XII, Exemptions From Competitive Procurement Processes, paragraph M, Single Source and Sole Source Purchases, this procurement is exempt from competitive procurement requirements; however, Board approval is required since the amount will exceed $50,000.00.

ATKINS Memorandum

Date: February 22, 2016

To: Bryan Homayouni, P.E / CFX

From: Chirayu Amin

CC: Charles R. Lattimer, P.E. / Atkins

Re: **High Definition Closed Circuit Television (CCTV) Camera – Recommendation for procurement of TKH cameras.**

The Central Florida Expressway Authority requested Atkins to perform a comprehensive evaluation of high-definition (HD) CCTV cameras for potential use as a part of the Expressway Management System. High definition CCTV cameras produce greater quality video, improved incident visibility for incident management purposes and are less expensive to deploy than a standard definition camera and encoder.

The current encoders (Vbrick) utilized on the system have reached their end of life and are no longer manufactured or repaired. The existing CCTV equipment is starting to experience a high rate of failure which can potentially lead to disruption of the CCTV coverage throughout the roadways. Atkins recommends to procure 46 cameras to allow continued coverage of the expressway system and to build an inventory base to sustain the legacy equipment. The procurement budget for the cameras was previously approved on the work plan.

We received three quotes for the Siqura HSD820H3-E High Definition camera which includes a five (5) year equipment warranty:

- Temple, Inc $147,154.00
- TKH Security Solutions $157,744.00
- Kratos Public Safety & Security Solutions $159,814.00

Approval is requested to issue a purchase order to the lowest responsive bidder Temple, Inc in the amount of $147,154.00. Please call me at (407) 806-4445 if you have any questions or if you would like to discuss further.

482 South Keller Road • Orlando FL 32810-6101 • 407.647.7275

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street
Decatur, AL 35602
Phone: 800/633-3221 or 941-650-6824
Fax: 256/353-4578

1954 - 2016
Serving the South's Traffic Needs for over 60 Years

TO: Central Florida Expressway Authority (CFX)
Address: 4974 Orl Tower Rd, Orlando, FL 32807

DATE:	21-Feb-16
TERMS:	NET 30 DAYS
DELIVERY:	2 weeks ARO
SALESPERSON:	Ian Cardozo

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
	PTZ CCTV High Definition		
46	TKH Siqura HSD820h3 /N High-speed PTZ dome, IP, Outdoor, SD, 30x opt. 12x Digital zoom, Multi-codec, NTSC ;H.264, MJPEG & Analog outputs with five (5) year Warranty	$ 3,054.00	$ 140,484.00
46	PA 02 US Power Supply w/ five (5) year warranty	$ 97.00	$ 4,462.00
46	PTM01 Bracket, Adapter, 1 1/2 NPT for MG2 Lowing Device	$ 48.00	$ 2,208.00
	Total		$ 147,154.00

Terms: Net 30 Days
Freight: Destination
Quote Valid for 45 Days

KRATOS®
PUBLIC SAFETY & SECURITY SOLUTIONS

8601 Transport Drive
Orlando, FL 32832
Main: 407.793.4023
www.kratospss.com

February 22, 2016

Mr. Chirayu Amin
Atkins Global
Florida Expressway Authority
Orlando, FL

Ln#	Model	Description	Qty	Unit Price	Line Total
1	Siqura HSD820H3-E	High-speed dome, Multiple H.264, 1080p, 30x 46	46	$3200.00	$147,200.00
2	Siqura WM01A	Bracket, Wall Mount, Short, with gasket kit	46	$95.00	$4370.00
3	Siqura PA02 / US	Power Supply, 110 VAC, US plug to 24VAC, Tinned Leads, 3.0A, Indoor	46	$114.00	$5244.00
4	Service Charge	Shipping & Handling	1	$3000.00	$3000.00

TOTAL $159,814.00

*This quote is good for 60 days

Steven Hovan
Account Representative, Central Florida
Steve.Hovan@kratospss.com

TKH Security Solutions USA
12920 Cloverleaf Center Drive
Germantown, MD 20871

QUOTATION

Quote ID: 6UJ927603
Date: 21-Feb-16

Quote To	
Customer:	Atkins Global
Customer ID:	USINTNKKW03794
Attn:	Chirayu Amin
Customer ref.:	FL Expressway
Fax:	

Quote From	
Area Manager:	Ron Rogers
Handled by:	
Phone:	
Fax:	
E-mail:	

Validity : 22-Mar-2016

Delivery Time :

Payment Terms: Rec Credit Check

Ln#	Model	Description	Qty	Unit Price	Line Total
1	Siqura HSD820H3-E	High-speed dome, Multiple H.264, 1080p, 30x Opt.Zoom, Outdoor, SFP	46	3,161.00	145,406.00
2	Siqura WM01A	Bracket, Wall Mount, Short, with gasket kit	46	92.00	4,232.00
3	Siqura PA02 / US	Power Supply, 110 VAC, US plug to 24VAC, Tinned Leads, 3.0A, Indoor	46	111.00	5,106.00
4	Service Charge		1	3,000.00	3,000.00
				Grand Total USD	**157,744.00**

Furthermore the TKH Security Solutions - USA general conditions of sale apply to this quotation.
The export and re-export of TKH Security Solutions - USA products are controlled by the United States Export Administration Regulations.
TKH Security Solutions - USA's products may not be exported or re-exported to any country to which the United States embargoes goods.

CONSENT AGENDA ITEM

#40

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: February 23, 2016

RE: Supplemental No. 1 for Toll Facilities Operations and Management Services with URS Energy & Construction, Inc.
Contract No. 0001071

Board approval is requested for Supplemental Agreement No. 1 with URS Energy & Construction, Inc. (URS), in the amount of $370,266.44. This Supplemental Agreement expands the scope of services to include a pilot program for in lane transponder sales along with account reloading. For this pilot program, staff will be located in toll booth locations at the Conway East and West plaza from 6 AM to 8 PM seven days a week. Customers will be able to buy transponders and reload their accounts by credit card, cash, or check. This will be the first time customers will be able to use cash to pay for E-PASS services. If the pilot program is successful, staff will look at opportunities to expand the project to other locations.

Original Contract Amount	$67,274,165.81
Amount of this Supplemental Agreement	$ 370,266.44
Total Revised Contract Amount	$67,644,432.25

This Supplemental Agreement will be a continuation of an Agreement previously approved by CFX.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 1 entered into this 10th day of March, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and URS ENERGY & CONSTRUCTION, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract").

1. CFX desires to expand the scope of services to include a pilot program for in-lane transponder sales along with account replenishment as detailed in Exhibit A.

2. The Contractor hereby agrees to the expanded scope of services and to the additional Contract amount of $370,266.44 which brings the total Contract amount to $67,644,432.25 with no increase in the term of the Contract. Although the actual length of the pilot program is undetermined, to establish an estimated amount for the SA, detailed cost for 1 year is provided in Exhibit A. Total man-hours shall not exceed 19,824 without written amendment to the Agreement.

3. Notwithstanding, Article 2. Term and Termination clause, in the original Agreement dated November 12, 2015, CFX may unilaterally terminate the services being provided under this SA with 30 days' written notice for convenience.

4. CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's waiver of all future rights for additional compensation, with respect to this SA, which is not already defined herein or in the fee proposal.

5. This Supplemental Agreement No. 1 is necessary to expand the scope of services to include an operational test for in-lane transponder sales along with account replenishment as detailed in Exhibit A.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No.: 001071

Cost of additional services: $370,266.44

This Supplemental Agreement No. 1 entered into as of the day and year first written above. This Supplemental Agreement was awarded by CFX's Board of Directors at its meeting on March 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

URS ENERGY & CONSTRUCTION, INC.

By: _____

_____
Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Central Florida Expressway Authority (CFX)
URS Energy & Construction, Inc. ("URS")
Contract No. 001071

In-Lane Tag Sales Operational Test
Scope of Work

Summary

CFX is implementing a program to sell and distribute E-PASS transponders, and replenish E-PASS Accounts in select Toll Plaza cash lanes. The program will be implemented at the Conway Toll Plaza. URS will be responsible for providing Toll Service Attendants to perform these activities. This will include all related Toll Operations program management, supervision, training, money handling, inventory controls, audit, reconciliation, documentation, and procedures development specific to the work conducted at the plaza and the audit process. CFX will provide all required in lane hardware, and initial training on software and systems required to be used to process each transaction.

CFX intends to install signage that notifies customers of the lanes to be used for purchasing transponders and replenishing accounts. CFX will be providing transponders, related marketing and collateral material, User Agreements, etc. for use by URS personnel as directed. URS personnel will also be trained and equipped to collect cash toll transactions during the sale and for customers that have entered the lane erroneously. Credit cards will not be accepted for the payment of tolls under this program.

Schedule

URS will be responsible for staffing two lanes seven days per week beginning April 1, 2016, as follows:

	Hours Staffed	Total Hours / Day	Days/ Week	Total Hours / Week	Total Hours / Year
Lane No. 5	6:00 AM – 8:00 PM	14	7	98	5,096
Lane No. 15	6:00 AM – 8:00 PM	14	7	98	5,096
Total		28		196	10,556

A separate listing of total hours required for lane staffing, breaks, and supervision is provided in Change Order No. 001071-1.

Training by CFX

CFX will facilitate initial training to URS provided personnel on all Customer Service System functionality required to process each transaction. This will include, but not be limited to:

1. Steps involved in selling a prepackaged E-PASS sticker transponder.
2. Steps involved in selling a prepackaged portable transponder.
3. Steps involved in accepting funds to replenish a customer's account.
4. How to document and provide receipts/proof of sale depending on funds received. Funds accepted may be in the form of cash, credit cards, or checks.
5. Training on documentation or information that may be provided to the customer such as referencing them to the E-PASS Service Center website for detailed account setup and activation.

Training by URS

URS will provide training on the processes involved for issuing shift tour funds, safeguarding of funds and assets, providing proof of quantity sold, managing inventory on hand, managing deposits, and providing documentation to be used by personnel to record all unusual occurrences, etc. This will include, but not be limited to:

1. Tour fund record (to include transponder stock) and all steps involved in beginning a shift.
2. Detailed transaction and revenue accounting processes required.
3. All steps involved in ending a shift.
4. Deposit entry into CFX systems.
    a. Deposit funds for transfer to Brinks for bank processing or other designated party by CFX.
    b. Instructions on how to segregate funds from Toll Payment transactions.

URS Audit Process

1. URS will be responsible for providing a detailed Audit and Reconciliation to account for all transactions, revenues, variances, and explanation of variances.
2. A detailed deposit reconciliation process will be developed to compare deposited funds to funds received and recorded by the CFX's bank.
3. Periodic audit of inventory reported to be on hand will be conducted.

Inventory Control

1. CFX will issue URS specific quantities of transponders for sale and distribution. URS will sign for and take responsibility for the quantity received.
2. URS will securely store transponders in the vault room of the plaza.
3. URS will monitor the level of inventory and inform CFX when the inventory needs to be replenished. This will include tracking and reconciling the inventory reported to be sold and the inventory reported to be on hand.

Documentation

1. URS will develop Standard Operating Procedures (SOP's) and Training Modules for the activities described herein.

Central Florida Expressway Authority (CFX)
URS Energy and Construction, Inc.
Contract No. 001071

In-Lane Tag Sales Operational Test - Conway Plaza

Total Contract Years 1 - 2

Description	Quantity	Unit	Unit Price		Total Price
Program Management (1)	-	Lump Sum	Summary		$0.00
Audit (1)	-	Lump Sum	Summary		$0.00
Documentation (1)	-	Lump Sum	Summary		$0.00
Supervisor	7,280.00	Man-Hours	Summary		$153,316.80
Toll Collector (F/T)	8,320.00	Man-Hours	Summary		$131,040.00
Toll Collector (P/T)	4,056.00	Man-Hours	Summary		$58,974.24
Supervisor Training	36.00	Man-Hours	Summary		$758.16
Toll Collector (F/T) Training	36.00	Man-Hours	Summary		$567.00
Toll Collector (P/T) Training	96.00	Man-Hours	Summary		$1,387.20
Subtotal Labor	**19,824.00**				**$346,043.40**
Subtotal					**$346,043.40**
Management Fee				3%	**$10,381.30**
G&A				4%	**$13,841.74**
Total Price					**$370,266.44**

(1) Pricing does not include any increased costs for Program Management, Support Staff, and Audit. We have assumed that we will be able to use the existing staff to complete the activities anticipated. This includes developing Audit and Reconciliation, Staff Training, and Standard Operating procedures.
(2) Given this is a test program, pricing does not include any increased Direct costs for items such as Supplies, Uniforms, or Mileage and Tolls, etc. In the event the program becomes permanent and/or is expanded, URS reserves the right to price future change orders with compensation for such costs.

Conway Plaza	Contract Year 1	April 1, 2016 - December 25, 2016		
Description	**Quantity**	**Unit**	**Unit Price**	**Total Price**
Supervisor	5,460.00	Man-Hours	21.06	$114,987.60
Toll Collector (F/T)	6,240.00	Man-Hours	15.75	$98,280.00
Toll Collector (P/T)	3,042.00	Man-Hours	14.45	$43,956.90
Supervisor Training	36.00	Man-Hours	21.06	$758.16
Toll Collector (F/T) Training	36.00	Man-Hours	15.75	$567.00
Toll Collector (P/T) Training	96.00	Man-Hours	14.45	$1,387.20
Subtotal Labor	**14,910.00**			**$259,936.86**
Subtotal Year 1				**$259,936.86**
Management Fee			**3%**	**$7,798.11**
G&A			**4%**	**$10,397.47**
Total Year 1				**$278,132.44**

Conway Plaza	Contract Year 2	December 26, 2016 - March 31, 2017		
Description	**Quantity**	**Unit**	**Unit Price**	**Total Price**
Supervisor	1,820.00	Man-Hours	21.06	$38,329.20
Toll Collector (F/T)	2,080.00	Man-Hours	15.75	$32,760.00
Toll Collector (P/T)	1,014.00	Man-Hours	14.81	$15,017.34
Supervisor Training	-	Man-Hours	21.06	$0.00
Toll Collector (F/T) Training	-	Man-Hours	15.75	$0.00
Toll Collector (P/T) Training	-	Man-Hours	14.81	$0.00
Subtotal Labor	**4,914.00**			**$86,106.54**
Subtotal Year 2				**$86,106.54**
Management Fee			**3%**	**$2,583.20**
G&A			**4%**	**$3,444.26**
Total Year 2				**$92,134.00**

Central Florida Expressway Authority (CFX)
URS Energy and Construction, Inc.
Contract No. 001071

In-Lane Tag Sales Program - Conway Plaza

Plaza Staffing Requirements

Additional Staffing	Start Time	End Time	Subtotal Hours	Check In Time Daily Hours	Check Out Time Daily Hours	Total Hours/ Day	Days/ Week	Total Hours/ Week	Total Hours/ Year	Full Time Equiv.	(9 mths) Contract Year 1 Hours	(3 mths) Contract Year 2 Hours
Toll Collectors												
Toll Collector (FT) - Westbound	6.0 AM	20.0 PM	14.0	1.0	1.0	16.0	5.0	80.0	4,160.0	2.0	3,120.0	1,040.0
Toll Collector (FT)- Eastbound	6.0 AM	20.0 PM	14.0	1.0	1.0	16.0	5.0	80.0	4,160.0	2.0	3,120.0	1,040.0
Toll Collector (PT) - Westbound	6.0 AM	20.0 PM	14.0	1.0	1.0	16.0	2.0	32.0	1,664.0	0.8	1,248.0	416.0
Toll Collector (PT)- Eastbound	6.0 AM	20.0 PM	14.0	1.0	1.0	16.0	2.0	32.0	1,664.0	0.8	1,248.0	416.0
Westbound Breaks			1.0	0.0	0.0	1.0	7.0	7.0	364.0	0.2	273.0	91.0
Eastbound Breaks			1.0	0.0	0.0	1.0	7.0	7.0	364.0	0.2	273.0	91.0
												0.0
Total Toll Collector Hours			**58.0**	**4.0**	**4.0**	**66.0**		**238.0**	**12,376.0**	**6.0**	**9,282.0**	**3,094.0**
Additional Supervision												
Supervisor Westbound	5.0 AM	10.0 AM	5.0	0.0	0.0	5.0	7.0	35.0	1,820.0	0.9	1,365.0	455.0
Supervisor Eastbound	5.0 AM	10.0 AM	5.0	0.0	0.0	5.0	7.0	35.0	1,820.0	0.9	1,365.0	455.0
Supervisor Westbound	16.0 PM	21.0 PM	5.0	0.0	0.0	5.0	7.0	35.0	1,820.0	0.9	1,365.0	455.0
Supervisor Eastbound	16.0 PM	21.0 PM	5.0	0.0	0.0	5.0	7.0	35.0	1,820.0	0.9	1,365.0	455.0
Total Supervision Hours			**20.0**	**0.0**	**0.0**	**20.0**		**140.0**	**7,280.0**	**3.5**	**5,460.0**	**1,820.0**
Total Staffing Hours			**78.0**	**4.0**	**4.0**	**86.0**		**378.0**	**19,656.0**		**14,742.0**	**4,914.0**

Training	Training Head Count	Hours	Total Hours/ Year		
Toll Collector (FT) - Initial Program	8.0	4.0	32.0	32.0	0.0
Toll Collector (PT) -Initial Program	4.0	4.0	16.0	16.0	0.0
Supervisor - Initial Program	8.0	4.0	32.0	32.0	0.0
Toll Collector (FT) - Normal New Hire	2.0	2.0	4.0	4.0	0.0
Toll Collector (PT) - Normal New Hire	8.0	10.0	80.0	80.0	0.0
Supervisor - Normal New Hire	2.0	2.0	4.0	4.0	0.0
Training Hours	**32.0**		**168.0**	**168.0**	**0.0**
Total Hours			**19,824.0**	**14,910.0**	**4,914.0**

Notes:
1. Lanes will be staffed 6 AM to 8 PM each day.

2. Lanes will be staffed with Full-time and Part-time Personnel.

3. Check In/Out Time per shift will be half an hour, in order to account for inventory, complete all paperwork, establish tour fund, make deposit, etc.

4. Additional Supervision will be added from approximately 5 AM to 10 AM, and 4 PM to 9 PM daily to handle the additional requirements due to the expanded scope. All other hours of Supervision will be covered by existing Management and Supervision in place at the plaza.

5. Work is planned to Start April 1, 2016.

6. Initial Training will be based on double the expected head count to ensure that we have backup personnel ready for time off, holidays, call-outs, etc.
7. Initial Training is assumed to be 4 hours per person due to new program. Normal New Hire training after start-up is assumed to be 8 hours regular training and 2 hours Tag Sales for part-time person.

8. Part-timer training headcount is higher due to normal turnover expected in this role.

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the 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, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of 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 toll facilities operations and management as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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. 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, including insurance policies and bonds,
1.2 The Addenda,
1.3 The Scope of Services,
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONTRACTOR, and
1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-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 CFX (with or without cause) constitute a default by 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 CFX, 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, 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, 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 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 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 or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of 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 five-year Contract term is $67,274,165.81.

3.2 CFX 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 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 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. 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 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 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 CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at 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 CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to 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 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

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to 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 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 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 CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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

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

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

6.5 **Performance Bond** equivalent to $1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of $100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties 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 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 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, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

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

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, 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.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When 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 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 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 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 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 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 CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

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

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 of 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 CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use 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 CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of 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 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 CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use 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 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 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. 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 CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with 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.

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify 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.

17. SUBLETTING AND ASSIGNMENT

CFX 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 CFX, which may be withheld in 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:

17.1 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

17.2 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 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 CFX. Upon such event, 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 CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. 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 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 CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to 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 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 her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by 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 her/his 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.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/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 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.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default 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 CFX are required for Contract completion. All costs and charges incurred by 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 CFX for the difference. On a Contract terminated for default, in no event shall 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.

20. PREVAILING PARTY ATTORNEY'S FEES

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

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with 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 11, 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.

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX 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 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.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify 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.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where 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.

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

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

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of 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 CFX's Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

URS ENERGY & CONSTRUCTION, INC.

By: _____

Print Name: Bruce A. Trott

Title: General Manager

ATTEST: _____ (Seal)
Asst Sec

AECOM
LEGAL DEPARTMENT
BY: _____
DATE: 11/19/15

Approved as to form and execution, only.

_____
General Counsel for CFX

CONSENT AGENDA ITEM

#41

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

DATE: March 3, 2016

TO: CFX Board Members

FROM: Corey Quinn, Chief of Technology/Operations

COPIES: Darleen Mazzillo, Executive Assistant

SUBJECT: Revisions to the Express Toll Collection Policy

Board approval is requested for the attached revisions to the Express Toll Collection Policy. The policy has been updated to reflect the Central Florida Expressway Authority name and minor administrative changes.

~~2-8.001~~ Via E-Pass E-PASS Accounts and Transponders

Customers of the ~~Orlando-Orange County~~Central Florida Expressway Authority (~~the "Authority~~CFX") may acquire, by contract with ~~the Authority~~CFX, ~~E-Pass~~E-PASS transponders and accounts for the electronic collection of tolls. In order to obtain an ~~E-Pass~~E-PASS transponder and account, a customer must ~~fill out an E-Pass application (either a Corporate Application or an E-Pass Application)~~complete the appropriate process for opening an E-PASS account and provide for pre-payment into an ~~E-Pass~~E-PASS account by cash, money order, cashier's check, certified check, check or credit card. All ~~E-Pass~~E-PASS customers must provide the following information: license tag information for each vehicle for which a transponder is requested (including state of issue), the make, year, model, color and number of axles of the vehicle(s) for which a transponder is requested, and an address and telephone number(s) where the customer can be reached. ~~The Corporate Application and the E-Pass Application are available from the Authority's E-Pass Service Center, 762 South Goldenrod Road, Orlando, Florida 32822 (407)82E-PASS.~~Customers may sign up via the E-PASS Phone Center (407-82E-PASS), the E-PASS walk-in centers, or the E-PASS website at www.CFXway.com.

Via E-Pass E-PASS Accounts and Transponders

Customers of the Central Florida Expressway Authority ("CFX") may acquire, by contract with CFX, E-PASS transponders and accounts for the electronic collection of tolls. In order to obtain an E-PASS transponder and account, a customer must complete the appropriate process for opening an E-PASS account and provide for pre-payment into an E-PASS account by cash, money order, cashier's check, certified check, check or credit card. All E-PASS customers must provide the following information: license tag information for each vehicle for which a transponder is requested (including state of issue), the make, year, model, color and number of axles of the vehicle(s) for which a transponder is requested, and an address and telephone number(s) where the customer can be reached. Customers may sign up via the E-PASS Phone Center (407-82E-PASS), the E-PASS walk-in centers, or the E-PASS website at www.CFXway.com.

CONSENT AGENDA ITEM

#42

University of Central Florida

February 29, 2016

Mr. Joe Passiatore
General Counsel
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, FL 32807

29 FEB '16 AM 11:54

RE: Agreement between UCFRF and CFX
UCF #80529

Dear Mr. Passiatore:

Pursuant to our recent activities and discussions, I am attaching three Agreements executed by an authorized representative of the University of Central Florida Research Foundation, Inc. for approval by the Central Florida Expressway Authority Board at the meeting scheduled for March 10. Please return one fully executed original Agreement to me for UCFRF's records.

If you have any questions, please contact me directly at 407-823-0138 or via e-mail Andrea.Adkins@ucf.edu. Thank you.

Sincerely,

Andrea Adkins
Assistant Director

Attachments: (3)

Technology Transfer
Office of Research & Commercialization
12201 Research Parkway, Suite 501 • Orlando, FL 32826
(407) 823-3778 • FAX (407) 823-3299 • http://www.research.ucf.edu/

An Equal Opportunity and Affirmative Action Institution

AGREEMENT
between
UNIVERSITY OF CENTRAL FLORIDA RESEARCH FOUNDATION, INC.
And
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This Agreement ("**Agreement**") is effective this ___ day of ____ 2016 ("**Effective Date**"), between the University of Central Florida Research Foundation, Inc. ("**UCFRF**"), a Florida nonprofit corporation, having an address at 12201 Research Parkway, Suite 501, Orlando, FL 32826, and Central Florida Expressway Authority ("**CFX**")(previously, Orlando-Orange County Expressway Authority), a body and corporate politic and agency of the State of Florida, having an address at 4974 ORL Tower Road, Orlando, FL 32807. (**UCFRF** and **CFX** shall be referred to individually as "**Party**" or collectively as "**Parties**")

1. BACKGROUND

1.1 In the course of performance under and disclosing information relating to an Interlocal Agreement effective March 1, 2014, between the University of Central Florida **("UCF")** and Orlando-Orange County Expressway Authority (now known as **CFX**), Dr. Haitham Al-Deek and Mr. John Rogers of UCF and Mr. Corey Quinn of **CFX** (collectively the "**Inventors**") made or reduced to practice certain invention(s) described in an invention disclosure titled, "*Design Concept and Implementation of Rectangular Rapid Flashing Beacon (RRFB) Technology as Countermeasure for Wrong Way Driving*" and further described and subsequently filed as a provisional patent application on July 31, 2015, U.S. serial number 62/199,579 ("**Invention**"), which is included within the **Patent Rights**, as defined in Paragraph 2.1. This is disclosed as UCFRF Case No.10996/33317.

1.2 Dr. Al-Deek and Mr. Rogers are each required to assign to **UCF** their respective interest in any patent rights covering inventions made during the course of employment with **UCF,** and have assigned such rights in the Invention to **UCFRF. UCFRF** has been assigned the rights by **UCF** to certain inventions and discoveries emanating from research and educational activities at **UCF**, a public university of the state of Florida.

1.3 Mr. Corey Quinn is an employee of **CFX** and is either required by employment contract or at will to assign to **CFX** his respective interest in any patent rights covering inventions made during the course of his employment with **CFX** and has assigned or will assign such rights in the Invention to **CFX**.

1.4 **UCFRF** and **CFX** are co-owners of the **Patent Rights** through the assignments as described herein.

1.5 **UCFRF** is willing to take the lead in identifying licensee(s) and negotiating a license(s) or option agreement(s) for the **Patent Rights** for commercial purposes on behalf of **UCFRF** and **CFX.**

1.6 **UCFRF** is willing to administer all subsequent patent filings, prosecution, and maintenance of the **Invention.**

1.7 It is the mutual desire of **UCFRF** and **CFX** that their respective undivided interests in the **Patent Rights** be administered in a manner to ensure the rapid commercialization of the **Patent Rights** and to make their benefits widely available to the public.

1.8 **UCFRF** and **CFX** wish to enter into this **Agreement** to establish a means for filing and prosecuting the **Patent Rights**, for administering and licensing the **Patent Rights**, and for sharing income derived from licensing of the **Patent Rights**.

2. DEFINITIONS

2.1 "**License Agreement**" shall mean any agreement(s) entered into by **UCFRF** on behalf of **UCF** and **CFX** that grants a third party (or licensee) the right to make, use, and/or sell products or processes covered by **Patent Rights** in the territory.

2.2 "**Patent Rights**" means patent applications or patents as follows: U.S. Patent Application Serial Number - 62/199,579, filed on July 31, 2015 titled, "Wrong Way Indication Beacon and Related Methods," and any future patent applications claiming the benefit of priority thereof including all divisions, continuations, reexaminations, reissues of this application only.

2.3 "**Expenses**" means all actual out-of-pocket costs incurred by **UCFRF** for the preparation, filing, and prosecution of United States and foreign patent applications, extraordinary expenses as provided in Paragraph 3.4, and the maintenance of resulting patents, exclusive of any salaries, administrative, or other indirect costs.

3. PATENT PROSECUTION AND PROTECTION

3.1 (a) **CFX** agrees that **UCFRF** shall coordinate with its outside patent counsel to file, prosecute, and maintain patent application(s) relating to the **Patent Rights** and shall promptly provide or direct patent counsel to provide to **CFX** all serial numbers and filing dates, together with copies of all the applications, including copies of correspondence, all patent office actions, responses, and all other patent office communications, including copies of issued patent(s). Such correspondence shall be sent electronically to the following **CFX** email address: Joe.Passiatore@CFXWay.com.

(b) **UCFRF** shall consult with **CFX** at least ninety (90) days prior to any relevant bar date and shall make an election, in countries where statutory protection is available, as to whether, when, and in what countries to file foreign patent applications. If **UCFRF** decides not to file applications under the **Patent Rights** in any country that **CFX** desires to seek protection, then **CFX** shall have the right, at its sole expense, to file and prosecute such applications in such countries. If **UCFRF** decides to file applications under the **Patent Rights** in any country that **CFX** does not desire to seek prosecution, then **UCFRF** shall have the right to file and prosecute such applications at its sole expense.

3.2 Subject to the exclusions set forth in 3.1(b), **UCFRF** and **CFX** agree to equally (50/50) share **Expenses** associated with **Patent Rights**. Requests for reimbursement of fifty percent (50%) of the **Expenses** incurred by **UCFRF** shall be submitted periodically throughout the term of this **Agreement** to **CFX** via invoice with supporting documentation. In the event that **CFX** directly incurs any **Expenses**, requests for reimbursement of fifty percent (50%) of the **Expenses** incurred by **CFX** shall be submitted to **UCFRF** via invoice with supporting documentation. Reimbursement of its share of **Expenses** by **CFX** shall be capped at $49,999.00 for purposes of this **Agreement.** Any additional reimbursement by CFX shall require a supplemental amendment to this **Agreement**.

3.3 Notwithstanding any other provision of this **Agreement**, **UCFRF** shall not abandon the prosecution of any patent application or the maintenance of any patent contemplated by this **Agreement**, without prior written notice to **CFX**. Upon receiving the written notice, **CFX** may, at its sole option and expense, assume responsibility for the prosecution of any patent application, or the maintenance of any patent.

3.4 In the event that **UCFRF** or **CFX** anticipates the possibility of any extraordinary expenditures arising from the preparation, filing, prosecution, licensing, or defense of any patent application or patent contemplated by this **Agreement**, including, without limitation, interferences, reexaminations, reissues and oppositions, the Party anticipating such expenditures shall notify the other Party with all relevant information and these extraordinary expenditures shall be included as **Expenses** only upon written agreement of both Parties. **UCFRF** and **CFX** shall agree on a mutually acceptable course of action prior to incurring these expenditures.

4. LICENSING

4.1 **CFX** hereby grants to **UCFRF** the exclusive right to negotiate, execute, administer and manage **License Agreement**(s) for the commercial development and sale of the **Invention.**

4.2 **UCFRF** and **CFX** will use all reasonable efforts to cooperate with each other with respect to the licensing of **Patent Rights**, including exchanging information on licensing inquiries received, exchanging marketing materials, and providing other reasonable assistance to the other Party when requested.

4.3 **UCFRF** will provide **CFX** their respective drafts of term sheets, option agreements, and **License Agreement**(s) during negotiations with third parties and provide a reasonable period of at least 15 days for review and comments. **UCFRF** agrees to seek reimbursement for all past, present and future patent costs from any third party seeking an exclusive license. In addition, **UCFRF** shall use reasonable efforts to include, without limitation, the following business terms within any **License Agreement**: an upfront fee of cash or equity, milestone payments, an earned royalty, minimum annual royalties, payment of patent costs and diligence terms. Any **License Agreement** will include the following terms: full indemnification of **UCFRF, UCF,** and **CFX** by licensee(s), a prohibition against the use of the logos, names, trade names, service marks, or trademarks of **UCFRF, UCF,** and **CFX** and the names of the **Inventors**, confidentiality, and a reservation of rights to use as set forth in Section 4.7. To the extent permitted by applicable state law, the parties agree to keep such documents and related documentation confidential in accordance with Article 6 of this **Agreement.**

4.4 Except for revenue arising from patent(s) solely pursued by one Party pursuant to 3.1(b), **UCFRF** and **CFX** agree that revenue from licensing of the **Patent Rights** will be shared equally (50/50) between **UCFRF** and **CFX**. Revenue from licensing of the **Patent Rights** shall be distributed on at least a semi-annual basis. **UCFRF** shall keep books and records sufficient to verify **UCFRF's** accounting, including without limitation, invoice records relating to revenue and **Expenses**. Such books and records shall be preserved for a period not less than three (3) years.

4.5 Each **Party** shall be responsible for distributing shares of license revenue according to the Party's internal agreements, practices and policies.

4.6 It is understood that if the United States Government (through any of its agencies or otherwise) funded research during the course of or under which any invention of the **Patent Rights** were conceived or made, the United States Government is entitled, as a right, to a nonexclusive, nontransferable, irrevocable, paid–up license to practice or have practiced any invention of such **Patent Rights** for governmental purposes. Any license granted to a licensee shall be subject to such government right.

4.7 It is further understood that any **License Agreement** entered into between **UCFRF** and a third party for **Patent Rights** shall reserve to both **Parties** and their respective organizations, **UCF** and **CFX**, the royalty-free, non-exclusive right to practice any **Patent Rights** licensed hereunder for their own purposes, including research and education, or experimental use purposes for the State of Florida.

5. TERM AND TERMINATION

5.1 This **Agreement** is effective from the **Effective Date** and will remain in effect until the sooner of (i) the expiration of the last-to-expire patent under **Patent Rights**, or (ii) at least five (5) years after the **Effective Date** of this Agreement that no **License Agreement** respecting **Patent Rights** remains in effect. Termination of this **Agreement** will not relieve either **Party** of any obligation or liability accrued under this **Agreement** before termination, nor will it rescind any payments made or due before termination.

5.2 Unless a **License Agreement** is in effect or has been agreed upon as to all financial terms, either **Party** hereto may terminate this Agreement for any reason upon at least sixty (60) days written notice ("Notice of Termination") to the other Party, but in any event not less than sixty (60) days prior to the date on which responses to any pending patent office actions need to be taken to preserve **Patent Rights**. Upon termination of this **Agreement** all monies due to **UCFRF** or **CFX** as applicable shall become immediately due and payable. Apart from the obligations to share patent costs, Article 4, and apart from specific obligations accrued prior to termination, Article 6 - Confidentiality, the **Parties** will have no further rights or obligations under this Agreement after effective termination.

5.3 In the event that this **Agreement** is terminated, **UCFRF** may continue patent prosecution or maintenance of the **Patent Rights** at its sole expense. If **UCFRF** chooses not to continue prosecution or maintenance of the **Patent Rights**, **CFX** may proceed with the prosecution or maintenance at its sole expense.

6. CONFIDENTIALITY

6.1 Each **Party** agrees that during the term of this **Agreement**, and for a period of three (3) years from the expiration or effective date of termination of this **Agreement**, it will treat confidential information with reasonable care to avoid disclosure of the confidential information to any third party, person, firm or corporation, and each **Party** shall be liable for unauthorized disclosure or failure to exercise such reasonable care. Neither **Party** shall have any obligation, with respect to the confidential information, or any part thereof, which:

(a) is already known to the receiving **Party** at the time of the disclosure;

(b) becomes publicly known without the wrongful act or breach of this **Agreement** by the receiving **Party**;

(c) is rightfully received by the receiving **Party** from a third **Party** on a non-confidential basis;

(d) is approved for release by written authorization of the other **Party**;

(e) is subsequently and independently developed by employees of the receiving **Party** who had no knowledge of the confidential information;

(f) is disclosed pursuant to any judicial or government request, requirement or order, provided that the **Party** so disclosing takes reasonable steps to provide the other **Party** prior notice in order to contest such request, requirement or order; and

(g) is disclosed as may be required by court order or applicable provisions of state or federal law.

6.2 . Each **Party** shall be entitled, at its option, to disclose confidential information by a written non-disclosure agreement containing these same terms and provisions to its consultants or non-employees retained because of their standing and expertise in the area concerned.

6.3 To the extent permitted by law, the Parties agree that all non-published patent prosecution documentation and attorney communications shall be confidential information.

7. NO WARRANTIES

7.1 Each **Party** represents and warrants to the other **Party** that it is a duly organized, validly existing organization, and is in good standing under the laws of the jurisdiction of its state.

7.2 Each **Party** represents and warrants to the other **Party** that it has full power and authority (including full corporate power and authority) to execute and deliver this **Agreement** and to perform its obligations

hereunder. All necessary proceedings (including any necessary approval by a **Party's** board of directors) have been taken by such **Party** to duly authorize the execution, delivery, and performance of this **Agreement** by such **Party**. This **Agreement** constitutes the valid and legally binding obligation of such **Party**, enforceable against such **Party** in accordance with its terms and conditions.

7.3 THE **PARTIES** MUTUALLY AGREE AND ACKNOWLEDGE THAT NEITHER **PARTY**, BY THIS AGREEMENT, MAKES ANY REPRESENTATIONS AS TO THE OPERABILITY OR FITNESS FOR ANY USE, SAFETY, EFFICACY, ABILITY TO OBTAIN REGULATORY APPROVAL, PATENTABILITY, AND/OR BREADTH OF **PATENT RIGHTS**. THE **PARTIES**, MAKE NO REPRESENTATION AS TO WHETHER THERE ARE ANY PATENTS NOW HELD, OR WHICH WILL BE HELD, BY OTHERS OR BY EITHER **PARTY** IN THE **PATENT RIGHTS**, NOR DOES EITHER **PARTY** MAKE ANY REPRESENTATION THAT THE **PATENT RIGHTS** DO NOT OR WILL NOT INFRINGE ANY OTHER PATENTS NOW HELD OR THAT WILL BE HELD BY OTHERS OR BY EITHER **PARTY**.

7.4 IN NO EVENT WILL EITHER **PARTY'S** LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, EVEN IF THE **PARTY** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE WILL EITHER **PARTY'S** LIABILITY OF ANY KIND EXCEED THE TOTAL ROYALTIES WHICH HAVE ACTUALLY BEEN PAID TO THE **PARTY** BY ANY LICENSEE AS OF THE DATE OF THE FILING OF THE ACTION AGAINST THE **PARTY** WHICH RESULTS IN THE SETTLEMENT OR AWARD OF DAMAGES.

8. GENERAL

8.1 All notices or payment required or permitted to the provisions of this **Agreement** shall be given by email, or prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed to the other **Party** at the address designated on the following signature page, or to another address as may be designated in writing by the other **Party** during the term of this **Agreement**.

8.2 It is understood that both **Parties** are subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities (including the Arms Control Act, as amended and the Export Administration Act of 1979), and their obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances that any licensee will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. The **Parties** agree to cooperate in securing any license which the cognizant agency deems necessary in connection with this **Agreement.** However, neither **Party** guarantees that such licenses will be granted.

8.3 During the term of this **Agreement**, neither **Party** will assign its undivided interest in the **Patent Rights**.

8.4 It is agreed that no waiver by either **Party** hereto of any breach or default of any of the covenants or agreements set forth herein shall be deemed a waiver as to any subsequent or similar breach or default.

8.5 This **Agreement** is binding upon and shall inure to the benefit of the **Parties** hereto, their successors or assigns, but this **Agreement** may not be assigned by either **Party** without the prior written consent of the other **Party**, which consent will not be unreasonably withheld.

8.6 The captions and headings used in this **Agreement** are for convenience and in no way define, limit the scope or intent of this **Agreement** or any of its provisions.

8.7 This **Agreement** constitutes the entire and only agreement between the **Parties** for **Patent Rights** described herein and all other prior negotiations, representations, agreements and understanding are superseded by the terms of this **Agreement**. Any modification to this **Agreement** must be in writing and agreed to by both parties.

8.8 Neither **Party** shall use publicly for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark of the other **Party**, or any simulation, abbreviation, or adaptation of the same, or the name of any employee or agent of the other Party, without that **Party's** prior written express consent. A **Party** may withhold such consent in its absolute discretion.

8.9 In the performance of their respective duties under this contract, the **Parties** are independent contractors of each other. Neither is the agent, employee, or servant of the other. Each is responsible only for its own conduct.

8.10 This **Agreement** in no way restricts either **Party** from cooperating with or receiving cooperation from other public and private agencies, organizations, and individuals with respect to any of the normal activities of either of the **Parties**.

8.11 Both **Parties** agree to all of the terms of this **Agreement**. Both **Parties** execute this **Agreement** only after reviewing it thoroughly. That one **Party**, or the other, may have drafted all or part of this **Agreement** will not cause this **Agreement** to be read more strictly against the drafting **Party**. This **Agreement** and any changes to it will be interpreted on the basis that both **Parties** contributed equally to the drafting of each of its parts.

SIGNATURES BEGIN ON NEXT PAGE

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **Agreement** in duplicate originals by their respective duly authorized officers hereunto, on the day and year hereinafter written. Any communication or notice under this **Agreement** shall be provided to the respective Mailing Addresses listed below.

For Central Florida Expressway Authority

_____ ATTEST:_____

Name: Welton G. Cadwell
Title: Chairman

Darlene Mazzillo
Executive Assistant

Date:_____

APPROVED AS TO FORM AND LEGALITY:

_____
CFX General Counsel

Mailing Address for notices and communications:

Central Florida Expressway Authority
Attn: Joseph L. Passiatore, General Counsel
4974 ORL Tower Road
Orlando, FL 32807
Telephone: (407) 690-5000
Fax: (407) 690-5011
Email address: Joe.Passiatore@CFXWay.com

For University of Central Florida Research Foundation, Inc.

_____ 2/26/2016

Dr. Thomas H. O'Neal
Vice President
University of Central Florida Research Foundation, Inc.

Date

Approved as to Form and Legality
On behalf 2-25-16
of SMS-RJ

Mailing Address for notices and communications:

Andrea Adkins, Assistant Director
University of Central Florida
Office of Technology Transfer
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246
Email address: Andrea.Adkins@ucf.edu
Telephone: (407) 823-0138
Facsimile: (407) 882-9010

Reviewed by OTT: 12-26-16

CONSENT AGENDA ITEM

#43

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: David Wynne, Director of Toll Operations

DATE: March 10, 2016

SUBJECT: E-PASS User Agreement Changes – Reduction in Initial Prepaid Amounts

---

Authority Board approval is requested to accept the new E-PASS User Agreement. The comprehensive changes requested will allow CFX to better align the agreement with current and future initiatives. Some of the major items covered is additional language for the "Pay By Plate" program and changes that will lower the initial amount of money required to be deposited into an E-PASS user's prepaid toll account from $15.00 to $10.00 to be more competitive with other entities.

E-PASS® Customer Agreement - March 2016

This E-PASS® Customer Agreement (hereafter referred to as "Agreement") is entered into between you (hereafter referred to as "User") and the Central Florida Expressway Authority (hereafter referred to as "CFX"), regarding the use of the E-PASS® Prepaid Toll Program (hereafter referred to as "E-PASS®"), the E-PASS® Portable transponder (hereafter specifically referred to as "E-PASS® Portable Transponder"), E-PASS® Bumper transponder (hereafter specifically referred to as "E-PASS® Bumper Transponder"), and the E-PASS® Sticker transponder (hereafter specifically referred to as "E-PASS® Sticker Transponder") on toll roads, bridges, parking and other facilities within the State of Florida and within other states for which the toll operators have entered into reciprocity agreements with other Interoperable partners of which CFX is a party for electronic toll collection interoperability and thereby accept E-PASS® Transponders for electronic payment (such other states hereafter referred to as "Interoperable States"). This agreement governs User's E-PASS® account (hereafter referred to as "Prepaid Account").

Use of the Transponder by User shall be acknowledgment and acceptance by User of the terms and conditions of this Agreement. CFX may alter, amend, or otherwise change the terms and conditions of this Agreement at any time. Alterations, amendments or other changes will be posted in the Customer Agreement section online at the E-PASS® or CFX website, and shall be effective upon the date of posting. User is responsible for keeping current: User's address, contact information, vehicle and license plate information, and any and all E-PASS® Prepaid Account information. For your convenience, updates may be made by logging onto User's account at E-PASS® website or by contacting the E-PASS® Customer Service Center at 1-800-353-7277.

If User does not accept the terms and conditions of this Agreement, or any future alterations, amendments or other changes to the terms and conditions of the Agreement by CFX, User shall discontinue use of all Transponders and shall notify the E-PASS® Customer Service Center. The terms for voluntary or involuntary closure of a User's Prepaid Account will be applied in accordance with Section 9 of this agreement.

Section 1. Intent of the E-PASS® System.

1.1 The intent of E-PASS® is to provide a safe transportation system, reduce traffic congestion and air pollution by providing efficient and convenient electronic payment. Users may pay tolls and/or other services electronically by using a Transponder at any Florida or Interoperable State location where E-PASS® is accepted for payment. One or more Transponders may be activated by establishing a Prepaid Account. The Prepaid Account balance must be kept in good standing to avoid interruptions in electronic payment. Use of the E-PASS® electronic payment system is a privilege and not a right.

1.2 User must notify E-PASS® of any change in vehicle and/or vehicle registration and/or license plate prior to using Florida or Interoperable State toll facility. Failure to update this information may result in a toll violation resulting in the User and/or the registered owner of the vehicle used on the toll facility being held responsible and liable for any Uniform Traffic Citation issued pursuant to §316.1001, Florida Statutes for violations occurring in the State of Florida and traffic citations issued by other states for violations occurring Interoperable States as a result of User's failure to update this information.

1.3 In addition, User shall notify the State of Florida, Department of Highway Safety & Motor Vehicles (DHSMV):

Driver License Office within ten (10) days of any change to name and/or any change of mailing address pursuant to §322.19, Florida Statutes (2007).

Motor Vehicle (Tag) Office within twenty (20) days of any change of mailing address pursuant to §320.02(4), Florida Statutes.

1.4 User and/or the registered owner of the vehicle used on the toll facility is responsible and liable for any unpaid toll or traffic citation issued as a result of User's Transponder not being read by the receiving equipment in any toll facility. User shall not use this Agreement as a defense to a toll violation if the Transponder is not read by the receiving equipment unless the supplemental lane transactions show a problem with the receiver in the lane at the time of the alleged violation. Defective Transponders, malfunctioning Transponders, and not properly mounting the Transponder do not relieve the User and/or the owner of the motor vehicle involved in an unpaid toll from liability under §316.1001, Florida Statutes or the applicable laws of an Interoperable State.

1.5 User is responsible for pre-paying all tolls. User must immediately pay cash for tolls and stop using Transponder when the balance on the account is insufficient to pay any toll. (Refer to Sections 5.7 and 5.7.1 for more details.) Whether or not User actually knew the balance on the account was insufficient shall not be a defense to a toll violation and User and/or the owner of the vehicle used on the toll facility is responsible and liable for any Uniform Traffic Citation issued pursuant to §316.1001, Florida Statutes or the applicable laws of an Interoperable State.

1.6 User's failure to inform E-PASS® of the current registration and/or license plate number on the vehicle prior to using any toll facility will result in a breach of this Agreement and may result in the issuance of a UTC under §316.1001, Florida Statutes, or the applicable laws of an Interoperable State, in addition to the remedies under contract law and this Agreement.

Section 2. E-PASS® License.

The User shall be responsible for each Transponder issued to User under this and/or subsequent Agreements and all amendments to such Agreements. The Transponder(s) may be used at designated E-PASS® Lanes; E-PASS® enabled lanes or any other venues that accept E-PASS® as payment for services

inside or outside the State of Florida. Whether paying electronically using a Transponder or by a manual payment method, User remains responsible for any toll payments, toll violations, or payments for any other services. Failure to collect payment electronically, even though User has a Transponder, shall not release User of payment responsibility.

Section 3. Privacy Policy.

3.1 CFX respects the privacy of all account holders. CFX does not sell or share its customer list with outside marketers. In addition, Personal identifying information generally is exempt from disclosure under Florida's public records law, pursuant to Section 338.155(6), Florida Statutes, and can be obtained by persons outside of CFX or authorized law enforcement agencies only by subpoena or court order, except CFX may share certain Prepaid Account information with operators of other toll facilities for toll payment, collection and notice purposes without obtaining a subpoena or court order. User acknowledges and agrees that Interoperable States will observe their respective state laws regarding the disclosure of records and other information related to transactions that use an E-PASS® Transponder on toll facilities of the Interoperable States, including Prepaid Account information provided by CFX to the Interoperable States for the purpose of toll payment, collection, or notice.

3.2 User acknowledges and agrees that CFX may use the Transponder, or may authorize any other governmental agencies to use the Transponder to collect anonymous traffic, travel, or other statistical information.

Section 4. Choosing the right E-PASS® Customer Account Type.

E-PASS® provides both Personal, Commercial and Rental Car Toll Collection Service Accounts.

4.1 Personal Prepaid Accounts: Primarily for personal, non-commercial Users with privately owned or leased vehicles and/or trailers. While multiple Transponders may be linked to personal accounts, the number is typically less than 10. The minimum opening balance for a Personal Prepaid Account is $10.00. When adding additional Transponders to an existing Prepaid Account, additional prepaid funds may also be required.

4.2 Commercial Prepaid Accounts: Primarily for companies or businesses with corporate owned or leased vehicles and/or trailers. A current Federal Employer Identification Number (FEIN) is required to open an account of this type. FEIN information must be kept current and may be requested by an E-PASS® representative at any time. The minimum opening balance for a Commercial Prepaid Account is dependent on the User's estimated monthly usage, but must be a minimum of $10.00. User shall be notified of any changes to the required replenishment amount on their monthly Account Summary Statement. For Commercial Prepaid Accounts to qualify for tax exempt status, User must provide a valid tax exemption certificate at the time of account activation.

4.3 Rental Car Toll Collection Service Accounts: Primarily for national rental car companies or service providers who act as an intermediary between CFX and national rental car companies, for the purpose

of making "E-PASS® Only" lanes available to customers of national rental car companies via the use of the video-based PAY-BY-PLATE system or the transponder-based E-PASS® system. The rental car company or service provider must enter into a separate Marketing and Operations Agreement for Rental Car Toll Collection Services and abide by the terms thereof. Rental car customers of national rental car companies are given a choice to: (1) pay cash at toll booths when using toll roads, if the cash payment option is available for the toll facility location to be used; (2) pay the cash rate of tolls plus a minimal daily fee; or (3) pay a flat daily fee for unlimited tolls. The rental car company or service provider will establish and maintain one or more Prepaid Accounts for use in providing services to client companies and/or their customers, and will be subject to automatic replenishment via a commercial credit card or other method approved by CFX. This service provides customer service to both the rental car companies and toll agency customers, reduces paperwork between rental car companies and their customers, and eliminates toll violations.

Section 5. E-PASS® and Transponder Usage.

5.1 Unless otherwise directed by CFX, User agrees to properly mount the Transponder, as explained in the E-PASS® User Manual available online at the E-PASS® or CFX website, during all toll road travel and/or other available services. Holding a Transponder in the User's hand or leaving it on the dashboard or in another non-mounted position in the vehicle is strictly prohibited. Not properly mounting the Transponder may result in the User's Transponder being denied for electronic payment, resulting in unpaid tolls. Unpaid tolls may result in the issuance of a Uniform Traffic Citation (UTC) under §316.1001, Florida Statutes or under the applicable laws of an Interoperable State.

5.2 User agrees to comply with all applicable traffic laws while using toll roads and bridges.

5.3 Under no circumstances should a User drive through a designated E-PASS® toll lane or E-PASS® enabled lane at a speed greater than posted by CFX or other applicable governmental authorities.

5.4 When using a toll lane that is not E-PASS® only (i.e. an exact change or change lane that also displays the E-PASS® logo), even with a working and funded Transponder, the User must bring the vehicle to a complete stop before proceeding through the toll lane.

5.5 User accepts that sharing a Transponder for electronic payment at the same time in the same location is prohibited.

5.6 Under no circumstance may a Transponder be used in a vehicle that has not been registered as an authorized vehicle for the User's Prepaid Account. The vehicle and its unique license plate must be associated to the User's account information and a vehicle may not be actively listed on more than one Prepaid Account.

5.7 Failure to pay a toll is a violation which may result in the issuance of a traffic citation. CFX takes a photograph of the vehicles that do not pay the required toll. If User's Prepaid Account does not have sufficient balance to pay the toll, User must use cash lanes, if cash lanes are available, or avoid using toll facilities until the account is replenished and in the Active status. When paying cash, User shall place the E-PASS® Portable Transponder in the Radio Frequency ("RF") shield bag, or remove the E-PASS® Portable Transponder from the vehicle. The RF shield bag is available, free of charge, by calling 1-800-353-7277. User shall turn over the Transponder at the request of law enforcement or CFX because of toll violation(s) relating to the misuse or termination of a Prepaid Account or in connection with a violation of local, state or federal law. E-PASS® Portable Transponders that have been forfeited under this section may be returned to User when the Prepaid Account has been returned to good standing.

5.7.1 Users paying cash while an E-PASS® Sticker Transponder or E-PASS® Portable Transponder is installed on the vehicle windshield may be double charged/double billed. E-PASS® will not credit your account for duplicate activity when paying with cash unless valid cash receipts are provided to E-PASS® within 90 days of the original transaction. The amount of the credit will be at the E-PASS® toll rate. Cash receipts are not available at all locations or times of day. No credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.

5.8 User shall not, under any circumstances, authorize another person to use his or her Transponder, unless User has previously added to his or her Prepaid Account the vehicle and license plate information for each vehicle authorized by User to use the Transponder. User is responsible for any and all transactions incurred by User's Transponder in the event someone other than User uses a toll facility with User's Transponder.

5.9 User agrees that User shall not, and shall not attempt to, reverse engineer or otherwise attempt to alter or tamper with the mechanical or electrical operation of the Transponder, or otherwise attempt to use the Transponder or other equipment in order to avoid payment of tolls or fees.

Section 6. Vehicle and Non-Semi Trailer Information (e.g. Boat, Camper, Utility, etc.).

6.1 All vehicles in which the User intends to use a Transponder must be listed within the account, but a vehicle license plate may only be actively subscribed to one account at a time. The year, make, model and color of the vehicle as well as the license plate number and issuing state must be provided and updated as changes occur. For convenience, vehicle information may be updated on the E-PASS® website. User accepts there may be occurrences when a Transponder is not identified even though it is present in the vehicle. In cases where a Transponder is not identified but the vehicle license plate is recorded, CFX reserves the right to add the vehicle license plate and issuing state to the User's account. CFX will not exercise this right unless a confident match can be made between the registered owner of vehicle for the license plate and the customer information on the User's account.

6.2 All Non-Semi trailers (e.g. Boat, Camper, Utility, etc.) pulled by vehicles in which the User intends to use a Transponder must be listed within the account, but a trailer license plate may only be actively subscribed to one account at a time. The license plate number and issuing state must be provided and updated as changes occur. For convenience, this information may be updated on the E-PASS® website. User accepts there may be occurrences when a Transponder is not identified even though it is present in the vehicle pulling the trailer. In cases where a Transponder is not identified but the trailer license plate is recorded, CFX reserves the right to add the trailer license plate and issuing state to the User's account. CFX will not exercise this right unless a confident match can be made between the registered owner of the trailer for the license plate and the customer information on the User's account

Section 7. Prepaid Account.

User is responsible for pre-payment of all tolls used prior to using toll facilities. User is responsible for maintaining a working Transponder at all times and required to contact E-PASS if inoperable. If the Transponder is not read by the receiver in the electronic toll collection lane for any reason, including but not limited to improper mounting, problem windshields, or other Transponder malfunction, User will be subject to the issuance of a traffic citation. User will be liable for payment of the unpaid toll along with fines, court costs and other penalties which may include points on User's driving record which may result in the suspension of User's driver license or vehicle registration. User accepts responsibility to maintain a sufficient balance in User's Prepaid Account at all times to cover applicable tolls and other charges as described below.

7.1 User authorizes CFX to deduct the following charges from the User's Prepaid Account:

7.1.1 User accepts and agrees that all charges, both in Florida and Interoperable State, paid electronically using their Transponder(s) will be deducted from the User's Prepaid Account. Where charges are paid using traditional payment methods and User's Transponder is also in the vehicle resulting in the same charges being paid electronically, the User must produce valid receipt(s) for any payments for tolls made in order to have the electronically paid charges reversed. The receipt(s) must be received by CFX within 90 days of the transaction. The amount of the credit will be at the E-PASS® toll rate.

7.1.2 Returned Check Charge: A deduction of $25.00, as may be increased or decreased from time to time, will be made from User's Prepaid Account if any check is not paid on demand by the bank upon which the check is written.

7.1.3 Monthly Account Statement Charge: A deduction of $0.50 as may be increased or decreased from time to time, will be made from User's Prepaid Account for each monthly summary or detailed statement of User's Prepaid Account delivered by mail. Statement prices may be adjusted from time to time by CFX. Statements printed directly from the website are free of charge.

7.1.4 In cases where the Transponder is not read and an image of the vehicle's or non-semi trailer's (e.g. Boat, Camper, Utility, etc.) license plate is recorded, and the plate is listed on the User's Prepaid Account, any unpaid charges may still be paid electronically using the vehicle's/trailer's license plate

number, hereinafter called an "Image Toll" or "I-Toll". If in any given month the User's Prepaid Account records an excessive amount of) I-Toll transactions per license plate, CFX may charge the User the PAY-BY-PLATE rate if such option is available and, in the event the PAY-BY-PLATE rate is not available, then the cash rate will be charged on those transactions. User accepts that vehicle license plate recording may not be available at all locations or states where E-PASS® is accepted for electronic payment. Where vehicle license plate recording is not available, Image Tolls will not be processed. The I-toll process does not prevent law enforcement officers from issuing citations for observed toll violations.

7.1.5 In the event the required toll is not paid and the prepaid account does not have sufficient funds to pay the toll electronically, a traffic citation may be issued.

7.1.6 Full account information and services will be provided to Users with registered Prepaid Accounts only. An account is considered registered when the User has provided full contact information, including but not limited to: Name, Address, Telephone number, User Name, Password (User Name and Password applies to online registration only), PIN, Vehicle License Plate(s), and Driver's License Number and for commercial accounts the FEIN.

7.1.7 CFX strives to ensure charges are accurately recorded, User accepts that miscalculations in account balances may occur. In such cases, CFX maintains the right to make adjustments, without notice, where evidence can be provided that the adjustment is appropriate. Such adjustments will be presented in detail or summary on the User's Account Detailed Activity Statement or Account Summary Statement respectively.

7.2 User accepts and agrees that no interest shall ever be paid nor due to User on Prepaid Account balances at any time.

7.3 CFX reserves the right to limit the availability of historical Prepaid Account Activity. The period of availability, either on-line or upon request from CFX, shall not exceed three years.

Section 8. Replenishment of Prepaid Account.

8.1 User accepts responsibility for replenishing the Prepaid Account in a manner that ensures a sufficient balance is maintained in the Prepaid Account at all times. Use of E-PASS® lanes, designated or enabled, without a sufficient balance in the Prepaid Account to pay the charge will result in termination of User's Prepaid Account in accordance with section 9 of this agreement.

8.2 E-PASS® Auto Replenishment: User may elect or may be required to enroll in E-PASS® Auto Replenishment, which is a feature that links a credit or debit card in good standing to their Prepaid Account. This feature will automatically replenish the User's Prepaid Account balance by a pre-set amount whenever the balance in the Prepaid Account drops to a pre-set low-balance threshold. A credit card is considered in good standing if it belongs to an active, non-expired account having sufficient credit available. Failure to maintain the credit or debit card linked to an E-PASS® account with Auto

Replenishment active in good standing may result in the termination of User's Prepaid Account and an interruption in electronic payment using the User's Transponder(s). This may result in the issuance of traffic citations. (Refer to Section 9.2 for more details regarding Termination of Prepaid Account.) The minimum replenishment threshold and replenishment amount is determined during E-PASS® enrollment based on expected usage. For Personal Accounts, a minimum of $10.00 is required. CFX may periodically analyze account activity and adjust the replenishment amount.

8.3 Replenishment payments may be submitted through various payment channels to the E-PASS® Customer Service Center or made in person at participating facilities and locations as determined from time to time by CFX. Check payments must be received at least 3 business days before the balance in the User's Prepaid Account becomes insufficient to cover charges paid electronically by the User's Transponder.

8.4 Cash replenishments to Prepaid Accounts may be made at CFX authorized locations throughout Florida. For additional details and locations, please contact the E-PASS® Service Center.

Section 9. Voluntary or Involuntary Termination of User's Transponder.

If User's Transponder is terminated, either voluntarily or involuntarily, User shall immediately: Cease using the Transponder for electronic payment; Remove any E-PASS® Transponder(s) and permanently remove them from any vehicle that may travel on E-PASS® enabled lanes or other states that accept Transponders for electronic payment; and discontinue traveling on designated E-PASS® Lanes and other E-PASS® enabled lanes or other states that accept Transponders for electronic payment. Using a Transponder while terminated may subject the User to toll violations and issuance of traffic citations. All activity incurred during terminated status will be charged to the User's Prepaid Account at the toll rate charged to customers paying by PAY-BY-PLATE rate at that particular location. No credits will be issued upon reactivating a terminated Transponder(s). Users paying cash while an E-PASS® Transponder is installed on the vehicle windshield may be double charged/double billed. E-PASS® will not credit your account for duplicate activity when paying with cash unless valid cash receipts are provided to E-PASS® within 90 days of the original transaction. The amount of the credit will be at the E-PASS® toll rate. Cash receipts are not available at all locations or times of day. If a User fails to remove a E-PASS® Transponder from a vehicle following a voluntary or involuntary termination of User's Prepaid Account, then no credit or refund will be due if one or more tolls are paid by cash at a location or at a time of day for which cash receipts are not available.

9.1 Voluntary or Involuntary Closure of User's Prepaid Account: If User's Prepaid Account is closed, either voluntarily or involuntarily, all Transponders listed on the User's Prepaid Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this agreement. CFX may prohibit User from opening subsequent account(s) if any previous account has been closed involuntarily. Any remaining balance of the User's Prepaid Account shall be refunded in accordance with Section 13 of this Agreement.

9.2 Termination of Prepaid Account: CFX may terminate User's Prepaid Account at any time for any reason. Where a Prepaid Account has been terminated, all Transponders listed on the Account will be terminated. User agrees to comply with the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement. In lieu of account termination, CFX may allow User to retain the account, provided any outstanding balance is paid in full, and User enrolls in E-PASS® Auto Replenishment for the remainder of the Agreement as described in Section 8 of this Agreement. Using Transponder while terminated may subject the User to toll violations and issuance of traffic citations. All activity incurred during a terminated status will be charged to the account at the toll rate charged to customers paying the PAY-BY-PLATE rate at that particular location. No credits will be issued upon reactivating a terminated Transponder. No new Prepaid Account shall be open until all monies owed to CFX have been paid in full.

Section 10. Lost or Stolen Transponder.

In the event the Transponder is lost or stolen, User shall immediately change the Transponder status to Lost/Deactivated on the E-PASS® website, or notify the E-PASS® Customer Service Center. All charges paid electronically using a lost or stolen Transponder will continue to be reflected on the User's Prepaid Account until notification of the loss or theft is reported in accordance with this Section . The User's Transponder status will be modified upon receipt by CFX of User's notification of the loss or theft. The User will not be held responsible for future toll activity on a lost or stolen Transponder after the status is changed online or notification is received by the E-PASS® Customer Service Center unless the vehicle that went through the toll facility had a license plate listed in the User's Prepaid Account. In the event that the User does not have any other Transponder(s) or does not purchase a replacement Transponder on the Prepaid Account, the remaining balance may be refunded to the last credit or debit card used previously to make a purchase on the Prepaid Account or by check in accordance with Section 13. Authorized or unauthorized use of the Transponder in any vehicle registered to the User shall be chargeable to the User's Prepaid Account until notification is made to CFX in accordance with this Agreement, and the license plate is removed from the User's Prepaid Account. If a Transponder previously reported Lost/Stolen is reactivated, any unpaid charges recorded while the Transponder was in a lost or stolen status will be charged to User's Prepaid Account if CFX determines the usage was the result of the User's vehicle incurring the charges.

Section 11. Damaged Transponder.

Damaged Transponders are not covered by warranty. For purposes of this Agreement, damage is defined as the rendering of the Transponder defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. Removal of or attempt to remove an E-PASS® Sticker Transponder from the vehicle windshield may render the unit useless.

Section 12. Malfunctioning Transponder.

12.1 In the event of failure or malfunction of E-PASS® Portable or Bumper Transponder, User must immediately discontinue use of the Transponder and change the status to deactivated online at E-PASS® website or contact the E-PASS® Customer Service Center. Where failure or malfunction occurs,

Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement shall apply. Malfunctioning or defective Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to the E-PASS® Customer Service Center within the 90 day warranty period. Damaged Transponders are not covered by warranty. Costs related to shipment of the Transponder to the E-PASS® Customer Service Center are the responsibility of the User. CFX may require delivery confirmation in the event the Transponder is not received. User is responsible for any and all unpaid tolls and/or traffic citations issued as a result of any attempt to use a malfunctioning and/or defective transponder to pay tolls.

12.2 In the event of failure or malfunction of an E-PASS® Sticker Transponder, User must immediately discontinue use of the Transponder and change the status to deactivated online or contact the E-PASS® Customer Service Center. Where failure or malfunction occurs, Transponder shall be terminated and the terms for voluntary or involuntary termination of User's Transponder(s) detailed in Section 9 of this Agreement shall apply. Malfunctioning or defective E-PASS® Sticker Transponders due to a manufacturing defect shall be replaced at no cost to User only when returned to the E-PASS® Customer Service Center within the 90 day warranty period. Damaged E-PASS® Sticker Transponders are not covered by warranty and will not be replaced.

Section 13. Withdrawal of Prepaid Account Balance at Account Closure.

In the event the Prepaid Account is closed, the remaining balance of the Prepaid Account shall be refunded after 30 days to the User once all toll payments and any appropriate charges have been deducted. (Refer to Sections 9.1 and 9.2 for more details regarding Voluntary or Involuntary Closure of User's Prepaid Account and Termination of Prepaid Account.) Depending upon the User's method of payment for the Prepaid Account being closed, refunds may be issued in accordance with the method of payment used to replenish the Prepaid Account. If User's Prepaid Account has any outstanding balance owed, User shall pay the amount owed at time of closure.

Section 14. Dispute of Charges:

CFX must be notified of any disputes of charges appearing on User's Prepaid Account within 90 days of the charge being posted. All disputes are subject to review and approval by CFX and may require additional documentation or evidence from the User.

Section 15. Miscellaneous.

15.1 User releases CFX, its officers, employees, or agents (collectively "CFX"), from all loss, damage, or injury whatsoever from the use or performance of E-PASS® and the Transponder. CFX shall not have any obligation or liability to the User with respect to the use or the performance of E-PASS® or the Transponder. The only relief available to the User shall be replacement by CFX of any defective or malfunctioning Transponder in accordance with Section 12 of this Agreement. User agrees to indemnify, protect, and hold harmless CFX from liability for all loss, damage, or injury to persons or property arising from E-PASS® and/or the Transponder.

15.2 It is expressly understood and agreed that CFX, with verbal or written authorization from User, may make charges against User's credit or debit card. User's online entry of credit or debit card information via the IVR or E-PASS website shall constitute User's written authorization to CFX to make charges against User's credit or debit card for E-PASS® charges wherever incurred. User expressly understands and accepts CFX shall not be liable to User for any financial costs resulting from these actions. Additionally, CFX shall not be liable for:

15.2.1 Any incidental, indirect, special or consequential damages, including, but not limited to, loss of use, revenues, profits, or savings.

15.2.2 Claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the Transponder(s), credit report inquiry, check authorization, and/or charging against User's credit card.

15.3 User accepts responsibility of all costs, including, but not limited to the associated costs and ramifications of a conviction related to a traffic citation, collection fees, attorney's fees, and court costs incurred by CFX in the enforcement of the terms and conditions of this Agreement.

15.4 If for any reason User's Prepaid Account balance is insufficient for tolls or any other charges due or owing to CFX, User shall remain liable to CFX for such insufficiencies and all applicable charges.

15.5 Unpaid balances due to CFX may be turned over to a collection agency for enforcement and collection activities.

15.6 Should User be the subject of any Bankruptcy proceeding under the Bankruptcy Act or become insolvent, CFX shall have the right to terminate User's Prepaid Account and services provided. User shall remain and be liable for the payment of all unpaid charges hereunder exclusive of any other remedy provided herein or by law.

15.7 This Agreement shall be binding upon and inure to the benefit of User and User's successors and CFX and its successors and assigns. User shall not be permitted to assign the obligations or benefits of this Agreement without the consent of CFX.

15.8 User accepts that User's retaining, using, or permitting others to use the Transponder shall thereby constitute User's acknowledgment of and acceptance of the terms and conditions of this Agreement.

15.9 User accepts that when allowing others to retain or use User's Transponder, User accepts responsibility to pay the tolls and applicable charges of such permitted use and the obligations of this Agreement shall fully bind and be applicable to User as if User had incurred the tolls and charges.

15.10 To the full extent of Florida's severance law, the invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect.

15.11 User shall immediately inform CFX of any changes to the information contained in the E-PASS® Prepaid Account records, including without limitation, credit or debit card number and expiration date, payment method, name or address changes, Transponder ownership changes, and vehicular information changes (make/model, license plate information) for all vehicles in which the Transponder is used.

15.12 CFX reserves the right to reject any E-PASS® application.

15.13 CFX reserves the right to offset amounts owed to CFX for usage of E-PASS® Transponder from funds in User's Prepaid Account.

15.14 User accepts that by providing User's e-mail address, User may receive information from CFX, its consultants, agents or other toll facility operators.

15.15 Questions regarding User's Prepaid Account or transactions charged to User's Prepaid Account should be directed to the E-PASS® Customer Service Center at the address and telephone number listed below.

15.16 This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida, with the exception of Florida's choice of law provisions. Other than toll citations, any civil action or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of record of the State of Florida in Orange County, Florida. The forum for Florida Uniform Traffic Citations shall be in the traffic and/or county court for the county where the alleged toll violation occurred. Toll violations occurring in an Interoperable State may be subject to the local laws of the jurisdiction in which the violation occurred.

E-PASS® Customer Service Center

P. O. Box 720218 • Orlando, FL 32872 • 1-800-353-7277

E-PASS® is a registered trademark of the Central Florida Expressway Authority. © 2016, Central Florida Expressway Authority. All rights reserved.

CONSENT AGENDA ITEM

#44

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: David Wynne, Director of Toll Operations

DATE: March 10, 2016

SUBJECT: Changes to the Central Florida Expressway Authority's Violation Business Rules

---

Board approval is requested to adopt the amended Violation Business Rules attached. The changes requested are based on some additional feedback from CFX Bond Counsel and CFX Executive staff. These additional changes are being made to support the future processing of transactions on the current CFX system, Osceola Parkway and for the upcoming additions of the Poinciana Parkway and Wekiva Parkway.

cc: Laura Kelley, Executive Director
Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Permanent Rule 2-1
PAY BY PLATE AND VIOLATION BUSINESS RULES

2-1.001 Application and Scope.

Except as provided in Sec. 338.155, Fla. Stat., or those instances specifically approved by the Central Florida Expressway (CFX) Authority Board, no person is allowed to use the CFX System without payment of the required tolls. The current Pay By Plate ~~toll~~ rate schedule is incorporated herein by this reference and may be obtained from CFX at its main office located at 4974 ORL Tower Road, Orlando, Florida 32807, (407) 690-5000. Failure to pay a prescribed toll is a non-criminal traffic infraction, punishable as a moving violation under Chapter 318, Fla. Stat. CFX authorizes its Toll Enforcement Officers, staff and designees to issue warnings, Pay By Plate Invoices, Pay By Plate Final Notices, Uniform Traffic Citations (UTCs) and request Vehicle Registration Holds from the Department of Highway Safety and Motor Vehicles (DHSMV) for the failure to pay tolls as set forth in this rule.

2-1.002 Definitions.

For the purpose of this rule, the following definitions shall apply:

(1) Toll Enforcement Officer means the person or persons designated by the Executive Director of CFX whose sole authority is to enforce the payment of tolls on behalf of CFX and who has been designated as a Toll Enforcement Officer by the State.

(2) CFX means the Central Florida Expressway Authority.

(3) Pay By Plate ~~Toll~~ Rate Schedule is the ~~toll~~ rate associated with toll transactions ~~considered violations~~which are unpaid when the vehicle passes through a designated tolling point. The rate is the CFX cash toll rate plus the ~~per transaction cost to CFX to process such transactions.~~additional fees and charges to cover the cost of the Pay By Plate collection program.

(4) UTC means Uniform Traffic Citation.

(5) Vehicle Registration Hold means the taking of an action by DHSMV in response to notice of unpaid tolls that would prohibit a vehicle's registration from being renewed until the tolls have been paid or a final resolution is achieved pursuant to the remedies as provided in section 2-1.006 Dispute Resolution Process.

2-1.003 **Warnings, Issuance of ~~UTNs~~ Pay By Plate Invoices and Vehicle Registration Holds.**

1) CFX may issue warnings for failure to pay prescribed toll(s).
2) A Pay By Plate Invoice will be issued for failure to pay one (1) or more tolls processed in an approximate 30 day period based on the business rules associated with the particular toll location, roadway and or roadway owner. The Pay By Plate Invoice will be mailed the day after or shortly thereafter the defined invoice date of the customer. The Pay By Plate Invoice will require payment for all missed tolls plus associated fees if applicable by the due date listed on the Pay By Plate Invoice.
3) The Pay By Plate Invoice will be mailed first class postage to the registered owner/registrant of the motor vehicle involved in the violations. In the case of joint ownership of the motor vehicle, the ~~UTN~~ Pay By Plate Invoice must be mailed to the first name appearing on the vehicle registration.

2-1.004 **Request to DHSMV for the Issuance of a Vehicle Registration Hold** ~~**Request to DHSMV for the Issuance of a Vehicle Registration Hold**~~

1) A Florida registered vehicle may be subject to having a Vehicle Registration Hold placed on it by DHSMV if the Pay By Plate Invoice remains unpaid by the payment due date.
2) The Vehicle Registration Hold will be requested by CFX by sending a file to the Department of Highway Safety and Motor Vehicles (DHSMV) indicating that there are unpaid tolls and requesting a hold be placed on the violating vehicle for failure to pay toll(s).

2.-1.0054 **Issuance of UTCs.**

1) A Toll Enforcement Officer may issue a UTC for failure to pay prescribed toll(s) in accordance to this rule.
2) Any vehicle whose registered owner/registrant (i) has been issued a Pay By Plate Invoice and (ii) thereafter fails to pay the Pay By Plate Invoice by the payment due date and (iii) does not have a Vehicle Registration Hold placed for those tolls may be subject to issuance of a UTC for the failure to pay any prescribed toll(s).
3) Prior to the issuance of a UTC by a Toll Enforcement Officer a review and authorization must be obtained from the following staff positions: Manager of VES & Special Projects and the Director of Toll Operations or their authorized designees.
4) A UTC for failure to pay prescribed toll(s) may be issued as set forth in this rule upon either: (i) a written report of a Toll Enforcement Officer or (ii) photographic, computer or video evidence indicating that prescribed toll(s) were not paid. The written report of a Toll Enforcement Officer shall contain, at a minimum, such person's

written account of the observed facts and circumstances of the violation, or photographic, computer or video evidence indicating that prescribed toll(s) were not paid.

5) UTC's shall be issued and delivered as required by current Florida Statutes and mailed to the address of the registered owner/registrant of the motor vehicle involved in the violation(s). In case of joint ownership of the motor vehicle, the UTC must be mailed to the first name appearing on the vehicle registration as required by Florida Statutes.

6) The registered owner/registrant of the motor vehicle involved in a violation is responsible for payment of the UTC, unless (a) the owner/registrant can establish the motor vehicle was at the time of the violation, in the care, custody or control of another person or (b) the owner/registrant elects to request a court hearing. In order to establish such facts, the registered owner/registrant of the motor vehicle is required, within fourteen (14) days after receipt of the UTC, to furnish to CFX a sworn affidavit setting forth:

   a. The name, address, and if known, the driver's license number of the person who leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the alleged violation;

      or

   b. If the motor vehicle was stolen, the police report (or a copy thereof) indicating that the vehicle was a stolen vehicle at the time of the alleged violation.

Upon receipt of such an affidavit, CFX may elect to issue a UTC against the person identified in the affidavit. If CFX elects to issue a UTC against the person identified in the affidavit, CFX shall follow the same procedure for initial issuance of a UTC as set forth above. The submission of a false affidavit is a misdemeanor of the second degree.

~~b.~~

2-1.~~005~~006 Payment of Pay By Plate Invoices and UTCs Upon Issuance.

Payment of Pay By Plate Invoices will be made directly to CFX. In addition to the unpaid toll(s) the Pay By Plate Invoice may include additional fees and charges which ~~are hereby approved by the CFX Board~~cover the cost of the Pay By Plate collection program. ~~.~~ Any transaction or document charges established by contract with rental car companies or third party providers shall continue as set forth ~~per~~ in the contract. Payment of fines upon issuance of UTCs shall be as ~~provided~~ required by Florida ~~statute~~Statutes.

2-1.~~006~~007 Dispute Resolution Process

Prior to the due date of a Pay By Plate ~~Final Notice~~Invoice, the owner/registrant of the ~~violating~~ vehicle may elect one or both of the following:

1) Review of the ~~violation~~ data with CFX staff or their designee for the purposes of determining if the information is valid and enforceable.
2) If the owner/registrant of the ~~violating~~ vehicle is not satisfied with the result of the review with CFX staff or designee, the owner/registrant may request a UTC and then pursue the remedies set forth in Chapters 316 and 318, Florida Statutes, or the Toll Enforcement Officer may issue a UTC(s) for unpaid Pay By Plate Invoice.

2-1.~~007~~008 Payment Notification to DHSMV for Clearance of Vehicle Registration Hold.

1) Upon posting of payment of the Pay By Plate Invoice CFX will notify DHSMV as expeditiously as possible, but no later than three (3) business days after posting of payment of unpaid tolls, so that DHSMV may release any Vehicle Registration Hold as to those unpaid tolls.

2-1.~~008~~009 Effective Date. The above amendments shall take effect on May 1, 2016~~as soon as possible once toll collection systems are in place and upon approval of the CFX Executive Director~~.

The current rules shall remain in effect until such time these amendments shall become effective. All other rules regarding toll enforcement shall remain in full force and effect.

VES Business Rules
Revision Register

Revised Sections/Description	Board Approval Dates / Adopted	ID #
VES Business Rules Adopted	11/05/2008	
2-1.001 – 2-1.007 creating 2-1.008	06/24/2009	
Sections 2-1.003, 2-1.004, 2-1.008	08/25/2010	2010-118
Section 2-1.004	4/25/2012	2012-149
Sections 2-1.001 through 2-1.008	1/14/2016	
Sections 2-1.001 through 2-1.009		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Permanent Rule 2-1
PAY BY PLATE AND VIOLATION BUSINESS RULES

2-1.001 Application and Scope.

Except as provided in Sec. 338.155, Fla. Stat., or those instances specifically approved by the Central Florida Expressway (CFX) Authority Board, no person is allowed to use the CFX System without payment of the required tolls. The current Pay By Plate rate schedule is incorporated herein by this reference and may be obtained from CFX at its main office located at 4974 ORL Tower Road, Orlando, Florida 32807, (407) 690-5000. Failure to pay a prescribed toll is a non-criminal traffic infraction, punishable as a moving violation under Chapter 318, Fla. Stat. CFX authorizes its Toll Enforcement Officers, staff and designees to issue warnings, Pay By Plate Invoices, Pay By Plate Final Notices, Uniform Traffic Citations (UTCs) and request Vehicle Registration Holds from the Department of Highway Safety and Motor Vehicles (DHSMV) for the failure to pay tolls as set forth in this rule.

2-1.002 Definitions.

For the purpose of this rule, the following definitions shall apply:

(1) Toll Enforcement Officer means the person or persons designated by the Executive Director of CFX whose sole authority is to enforce the payment of tolls on behalf of CFX and who has been designated as a Toll Enforcement Officer by the State.
(2) CFX means the Central Florida Expressway Authority.
(3) Pay By Plate Rate Schedule is the rate associated with toll transactions which are unpaid when the vehicle passes through a designated tolling point. The rate is the CFX cash toll rate plus the additional fees and charges to cover the cost of the Pay By Plate collection program.
(4) UTC means Uniform Traffic Citation.
(5) Vehicle Registration Hold means the taking of an action by DHSMV in response to notice of unpaid tolls that would prohibit a vehicle's registration from being renewed until the tolls have been paid or a final resolution is achieved pursuant to the remedies as provided in section 2-1.006 Dispute Resolution Process.

2-1.003 Warnings, Issuance of Pay By Plate Invoices and Vehicle Registration Holds.

1) CFX may issue warnings for failure to pay prescribed toll(s).

2) A Pay By Plate Invoice will be issued for failure to pay one (1) or more tolls processed in an approximate 30 day period based on the business rules associated with the particular toll location, roadway and or roadway owner. The Pay By Plate Invoice will be mailed the day after or shortly thereafter the defined invoice date of the customer. The Pay By Plate Invoice will require payment for all missed tolls plus associated fees if applicable by the due date listed on the Pay By Plate Invoice.
3) The Pay By Plate Invoice will be mailed first class postage to the registered owner/registrant of the motor vehicle involved in the violations. In the case of joint ownership of the motor vehicle, the Pay By Plate Invoice must be mailed to the first name appearing on the vehicle registration.

2-1.004 **Request to DHSMV for the Issuance of a Vehicle Registration Hold**

1) A Florida registered vehicle may be subject to having a Vehicle Registration Hold placed on it by DHSMV if the Pay By Plate Invoice remains unpaid by the payment due date.
2) The Vehicle Registration Hold will be requested by CFX by sending a file to the Department of Highway Safety and Motor Vehicles (DHSMV) indicating that there are unpaid tolls and requesting a hold be placed on the violating vehicle for failure to pay toll(s).

2.-1.005 **Issuance of UTCs.**

1) A Toll Enforcement Officer may issue a UTC for failure to pay prescribed toll(s) in accordance to this rule.
2) Any vehicle whose registered owner/registrant (i) has been issued a Pay By Plate Invoice and (ii) thereafter fails to pay the Pay By Plate Invoice by the payment due date and (iii) does not have a Vehicle Registration Hold placed for those tolls may be subject to issuance of a UTC for the failure to pay any prescribed toll(s).
3) Prior to the issuance of a UTC by a Toll Enforcement Officer a review and authorization must be obtained from the following staff positions: Manager of VES & Special Projects and the Director of Toll Operations or their authorized designees.
4) A UTC for failure to pay prescribed toll(s) may be issued as set forth in this rule upon either: (i) a written report of a Toll Enforcement Officer or (ii) photographic, computer or video evidence indicating that prescribed toll(s) were not paid. The written report of a Toll Enforcement Officer shall contain, at a minimum, such person's written account of the observed facts and circumstances of the violation, or photographic, computer or video evidence indicating that prescribed toll(s) were not paid.

5) UTC's shall be issued and delivered as required by current Florida Statutes and mailed to the address of the registered owner/registrant of the motor vehicle involved in the violation(s). In case of joint ownership of the motor vehicle, the UTC must be mailed to the first name appearing on the vehicle registration as required by Florida Statutes.
6) The registered owner/registrant of the motor vehicle involved in a violation is responsible for payment of the UTC, unless (a) the owner/registrant can establish the motor vehicle was at the time of the violation, in the care, custody or control of another person or (b) the owner/registrant elects to request a court hearing. In order to establish such facts, the registered owner/registrant of the motor vehicle is required, within fourteen (14) days after receipt of the UTC, to furnish to CFX a sworn affidavit setting forth:

    a. The name, address, and if known, the driver's license number of the person who leased, rented or otherwise had care, custody or control of the motor vehicle at the time of the alleged violation;

    or

    b. If the motor vehicle was stolen, the police report (or a copy thereof) indicating that the vehicle was a stolen vehicle at the time of the alleged violation.

Upon receipt of such an affidavit, CFX may elect to issue a UTC against the person identified in the affidavit. If CFX elects to issue a UTC against the person identified in the affidavit, CFX shall follow the same procedure for initial issuance of a UTC as set forth above. The submission of a false affidavitis a misdemeanor of the second degree.

2-1.006 **Payment of Pay By Plate Invoices and UTCs Upon Issuance.**

Payment of Pay By Plate Invoices will be made directly to CFX. In addition to the unpaid toll(s) the Pay By Plate Invoice may include additional fees and charges which cover the cost of the Pay By Plate collection program. Any transaction or document charges established by contract with rental car companies or third party providers shall continue as set forth in the contract. Payment of fines upon issuance of UTCs shall be as required by Florida Statutes.

2-1.007 **Dispute Resolution Process**

Prior to the due date of a Pay By Plate Invoice, the owner/registrant of the vehicle may elect one or both of the following:

1) Review of the data with CFX staff or their designee for the purposes of determining if the information is valid and enforceable.
2) If the owner/registrant of the vehicle is not satisfied with the result of the review with CFX staff or designee, the owner/registrant may request a UTC and then pursue the remedies set forth in Chapters 316 and 318, Florida Statutes, or the Toll Enforcement Officer may issue a UTC(s) for unpaid Pay By Plate Invoice.

2-1.008 **Payment Notification to DHSMV for Clearance of Vehicle Registration Hold.**

1) Upon posting of payment of the Pay By Plate Invoice CFX will notify DHSMV as expeditiously as possible, but no later than three (3) business days after posting of payment of unpaid tolls, so that DHSMV may release any Vehicle Registration Hold as to those unpaid tolls.

2-1.009 **Effective Date. The above amendments shall take effect on May 1, 2016.**

The current rules shall remain in effect until such time these amendments shall become effective. All other rules regarding toll enforcement shall remain in full force and effect.

VES Business Rules
Revision Register

Revised Sections/Description	Board Approval Dates / Adopted	ID #
VES Business Rules Adopted	11/05/2008	
2-1.001 – 2-1.007 creating 2-1.008	06/24/2009	
Sections 2-1.003, 2-1.004, 2-1.008	08/25/2010	2010-118
Section 2-1.004	4/25/2012	2012-149
Sections 2-1.001 through 2-1.008	1/14/2016	
Sections 2-1.001 through 2-1.009		

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: February 29, 2016

RE: January 2016 Financial Reports

Attached please find the January 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 JANUARY 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	$ 30,085,445	$ 27,811,249	$ 210,382,685	$ 190,021,294	$ 20,361,391	10.7%	10.6%
TOLLS COLLECTED VIA UTN'S	$ 1,238,573	820,333	7,617,933	4,606,731	3,011,202	65.4%	29.9%
FEES COLLECTED VIA UTN'S AND UTC'S	$ 864,641	493,535	4,000,697	2,737,150	1,263,547	46.2%	44.6%
TRANSPONDER SALES	$ 26,983	5,897	61,289	38,029	23,260	61.2%	63.7%
OTHER OPERATING	$ 132,709	195,709	775,810	1,154,417	(378,607)	-32.8%	2.8%
INTEREST	$ 358,086	156,864	1,620,993	1,123,852	497,141	44.2%	79.3%
MISCELLANEOUS	$ 94,721	80,026	666,818	571,529	95,289	16.7%	21.2%
TOTAL REVENUES	$ 32,801,157	29,563,613	225,126,225	200,253,003	24,873,222	12.4%	11.9%
O M & A EXPENSES							
OPERATIONS	$ 4,049,973	3,285,437	21,492,339	23,210,343	1,718,004	7.4%	12.8%
MAINTENANCE	$ 533,604	1,603,312	5,762,963	8,113,271	2,350,308	29.0%	-6.2%
ADMINISTRATION	$ 630,499	608,351	3,762,308	3,996,035	233,727	5.8%	11.4%
OTHER OPERATING	$ 185,317	222,978	1,200,034	1,337,865	137,831	10.3%	-14.7%
TOTAL O M & A EXPENSES	$ 5,399,394	5,720,077	32,217,644	36,657,515	4,439,871	12.1%	7.4%
NET REVENUES BEFORE DEBT SERVICE	$ 27,401,764	23,843,537	192,908,581	163,595,488	29,313,093	17.9%	12.7%
COMBINED NET DEBT SERVICE	$ 11,893,665	11,903,968	83,092,784	83,324,518	231,734	0.3%	-0.5%
NET REVENUES AFTER DEBT SERVICE	$ 15,508,099	$ 11,939,568	$ 109,815,797	$ 80,270,970	$ 29,544,827	36.8%	25.2%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING JANUARY 31, 2016 AND YEAR-TO-DATE

	FY 2016 ACTUAL	FY 2016 BUDGET	VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE
Operations	$ 21,492,339	$ 23,210,343	$ 1,718,004	7.4%
Maintenance	5,762,963	8,113,271	2,350,308	29.0%
Administration	3,762,308	3,996,035	233,727	5.8%
Other Operating	1,200,034	1,337,865	137,831	10.3%
Total O M & A	$ 32,217,644	$ 36,657,515	$ 4,439,871	12.1%
Capital Expenditures				
Operations	$ 181,298	$ 294,363	113,065	38.4%
Maintenance	-	51,753	51,753	100.0%
Administration	32,690	68,859	36,169	52.5%
Total Capital Expenditures	$ 213,988	$ 414,975	$ 200,987	48.4%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	304,432	269,647	(34,786)	-12.90%
Violation Enforcement	1,905,993	1,912,750	6,757	0.35%
Information Technology	1,959,374	2,097,430	138,056	6.58%
Information Technology - Projects	60,789	171,500	110,711	64.55%
Special Projects	155,232	134,989	(20,243)	-15.00%
E-PASS Service Center	5,793,397	7,394,469	1,601,073	21.65%
Public Outreach/Education	275,343	98,616	(176,727)	-179.21%
	10,454,561	**12,079,402**	**1,624,841**	**13.45%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	663,612	723,210	59,598	8.24%
Airport Plaza	946,552	956,163	9,611	1.01%
Dallas Plaza	692,218	687,564	(4,654)	-0.68%
East-West Expressway (SR 408)				
Dean Plaza	720,615	747,904	27,289	3.65%
Conway Main Plaza	1,237,656	1,224,737	(12,919)	-1.05%
Pine Hills Plaza	866,732	893,438	26,707	2.99%
Hiawassee Plaza	733,782	742,223	8,441	1.14%
Western Expressway (SR 429)				
Independence Plaza	723,669	731,748	8,079	1.10%
Forest Lake Plaza	759,654	796,019	36,365	4.57%
Greeneway Expressway (SR 417)				
University Plaza	710,295	713,534	3,239	0.45%
Curry Ford Plaza	709,607	725,909	16,301	2.25%
Boggy Creek Plaza	870,475	878,909	8,434	0.96%
John Young Plaza	814,647	820,396	5,749	0.70%
John Land Apopka (SR 414)				
Coral Hills Plaza	769,562	783,551	13,989	1.79%
Subtotal Toll Facilities	**11,219,077**	**11,425,304**	**206,227**	**1.81%**
Total Operations Expenses	**21,673,637**	**23,504,706**	**1,831,069**	**7.79%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Seven Months Ending January 31, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	954,951	1,152,191	197,241	17.12%
Expressway Operations	1,337,161	2,083,546	746,385	35.82%
Routine Maintenance	3,470,851	4,929,287	1,458,436	29.59%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**5,762,963**	**8,165,024**	**2,402,061**	**29.42%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Seven Months Ending January 31, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	300,461	279,707	(20,754)	-7.42%
General Projects	0	7,500	7,500	100.00%
Executive	995,634	1,065,391	69,757	6.55%
Communications	204,659	205,883	1,224	0.59%
Human Resources	78,446	97,878	19,432	19.85%
Supplier Diversity	94,235	194,832	100,597	51.63%
Accounting	736,065	827,086	91,021	11.00%
Records Management	140,893	142,505	1,611	1.13%
Construction Administration	207,070	219,748	12,677	5.77%
Procurement	265,470	266,308	838	0.31%
Legal	381,968	429,357	47,389	11.04%
Internal Audit	204,180	141,502	(62,678)	-44.29%
525 Magnolia	13,074	15,117	2,043	13.52%
Plans Production	172,842	172,081	(761)	-0.44%
Grand Total Expenses	**3,794,998**	**4,064,894**	**269,896**	**6.64%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JANUARY 31, 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	$ 210,382,685	$ 190,021,294	$ 20,361,391	$ 190,301,530	$ 180,585,673	$ 9,715,857	$ 10,645,534
TOLLS COLLECTED VIA UTN'S	7,617,933	4,606,731	3,011,202	5,864,176	3,831,857	2,032,319	978,883
FEES COLLECTED VIA UTN'S AND UTC'S	4,000,697	2,737,150	1,263,547	2,766,505	2,184,148	582,357	681,190
TRANSPONDER SALES	61,289	38,029	23,260	37,430	223,773	(186,343)	209,603
OTHER OPERATING	775,810	1,154,417	(378,607)	754,972	607,271	147,701	(526,308)
INTEREST	1,620,993	1,123,852	497,141	904,022	716,106	187,916	309,225
MISCELLANEOUS	666,818	571,529	95,289	550,281	534,347	15,934	79,355
TOTAL REVENUES	225,126,225	200,253,003	24,873,222	201,178,916	188,683,175	12,495,741	12,377,481
O M & A EXPENSES							
OPERATIONS	21,492,339	23,210,343	1,718,004	19,059,549	20,597,638	1,538,089	179,915
MAINTENANCE	5,762,963	8,113,271	2,350,308	6,145,694	8,452,426	2,306,732	43,576
ADMINISTRATION	3,762,308	3,996,035	233,727	3,376,742	4,026,910	650,168	(416,441)
OTHER OPERATING	1,200,034	1,337,865	137,831	1,406,379	1,400,000	(6,379)	144,210
TOTAL O M & A EXPENSES	32,217,644	36,657,515	4,439,871	29,988,364	34,476,974	4,488,610	(48,739)
NET REVENUES BEFORE DEBT SERVICE	192,908,581	163,595,488	29,313,093	171,190,553	154,006,200	17,184,353	12,128,740
COMBINED NET DEBT SERVICE	83,092,784	83,324,518	231,734	83,486,376	83,901,111	(414,735)	646,469
NET REVENUES AFTER DEBT SERVICE	$ 109,815,797	$ 80,270,970	$ 29,544,827	$ 87,704,177	$ 70,105,089	$ 17,599,088	$ 11,945,739

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING JANUARY 31, 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	$ 30,085,445	$ 28,038,440	$ 2,047,005	$ 210,382,685	$ 190,301,530	$ 20,081,155
TOLLS COLLECTED VIA UTN'S	1,238,573	1,044,048	194,525	7,617,933	5,864,176	1,753,757
FEES COLLECTED VIA UTN'S AND UTC'S	864,641	427,906	436,735	4,000,697	2,766,505	1,234,192
TRANSPONDER SALES	26,983	5,787	21,196	61,289	37,430	23,859
OTHER OPERATING	132,709	143,007	(10,298)	775,810	754,972	20,838
INTEREST	358,086	112,675	245,411	1,620,993	904,022	716,971
MISCELLANEOUS	94,721	78,337	16,384	666,818	550,281	116,537
TOTAL REVENUES	32,801,157	29,850,200	2,950,957	225,126,225	201,178,916	23,947,309
O M & A EXPENSES						
OPERATIONS	4,049,973	1,954,579	2,095,394	21,492,339	19,059,549	2,432,790
MAINTENANCE	533,604	661,073	(127,469)	5,762,963	6,145,694	(382,731)
ADMINISTRATION	630,499	502,166	128,333	3,762,308	3,376,742	385,566
OTHER OPERATING	185,317	453,241	(267,924)	1,200,034	1,406,379	(206,345)
TOTAL O M & A EXPENSES	5,399,394	3,571,059	1,828,335	32,217,644	29,988,364	2,229,280
NET REVENUES BEFORE DEBT SERVICE	27,401,764	26,279,141	1,122,623	192,908,581	171,190,553	21,718,028
COMBINED NET DEBT SERVICE	11,893,665	11,925,058	(31,393)	83,092,784	83,486,376	(393,592)
NET REVENUES AFTER DEBT SERVICE	$ 15,508,099	$ 14,354,083	$ 1,154,016	$ 109,815,797	$ 87,704,177	$ 22,111,620

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

F. 1.

SUNRAIL UPDATE

WE'VE BEEN WORKING ON THE RAILROAD

SunRail

Central Florida Expressway Authority

TRAIN!

OPERATION LIFESAVER Florida

FDOT

Title VI

Florida Department of Transportation

This meeting, project, or study is being conducted without regard to race, color, national origin, age, sex, religion, disability or family status. Persons wishing to express their concerns relative to FDOT compliance with Title VI may do so by contacting:

Jennifer Taylor
FDOT District Five Title VI Coordinator
719 South Woodland Boulevard
Deland, Florida 32720
Jennifer.taylor@dot.state.fl.us

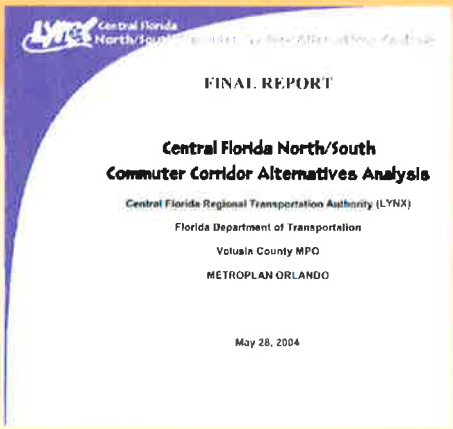
Jacqueline Paramore
State Title VI Coordinator
605 Suwannee Street, Mail Station 65
Tallahassee, FL 32399-0450

All inquiries or complaints will be handled according to FDOT procedure and in a prompt and courteous manner.

Presentation Review

- **SunRail History**
- **Agreement Summaries**
- **Contract Summaries**
- **Project Update**

Project History



- **1992**
  - Central Florida Commuter Rail Authority Project Feasibility Study
- **2002-2004**
  - Central Florida North/South Commuter Rail Alternatives Analysis
- **2004**
  - CSX negotiations begin
  - Local funding partners agree to pay for CRT environmental studies
- **2005**
  - Regional LRT plans name Central Florida Commuter Rail Transit Number One transportation funding priority

Project History

- **August 2006**
  - Reached agreement in principle with CSXT
- **July/August 2007**
  - Unanimous local government approval of interlocal agreements for funding, operations, and governance
- **2008-2009**
  - Legislative deliberation
- **July 2010**
  - FDOT commits to pay for rail corridor, locals relieved of debt for fixed guideway bonds
- **December 2010**
  - Signed contractual services agreements with Amtrak

Project History

- **July 18, 2011**
  - Phase I FFGA signed at Florida Hospital ceremonies
  - $357.4 million
- **Nov. 3, 2011**
  - FDOT purchased the Central Florida Rail Corridor from CSXT
- **Jan. 27, 2012**
  - Groundbreaking Ceremonies held
  - Construction activities began
- **July 29, 2013**
  - FDOT took over dispatch operations on the Central Florida Rail Corridor from CSXT

Project History

- **May 1, 2014**
  - SunRail Phase 1 started operations
  - On budget; on time
- **Sept. 28, 2015**
  - FFGA signed for Phase 2 South
    - Four additional stations
    - 17 miles
    - $187 million
    - Anticipated opening late 2017/early 2018
- **In Progress**
  - Phase 2 North to DeLand
    - Design progressing
    - Identifying federal funding sources

Agreements

- **Railroad Agreements**
  - CSX Agreements
    - Central Florida Operating and Management Agreement – Nov. 30, 2007
    - Transition Agreement – Nov. 30, 2007
    - Contract for Sale and Purchase – Nov. 3, 2011

Agreements

- **Railroad Agreements**
  - FCEN
    - Operating Agreement – July 11, 2011
      - In effect for 5 years, and continues unless terminated with 12 months advance notification
  - Amtrak
    - Operating Agreement – July 11, 2011
      - In effect for 10 years, and continues unless terminated with 12 months advance notification.

Agreements

- **Interlocal Agreements**
  - Interlocal Governance Agreement
    - Between local funding partners
    - Creates local governance structure
    - Establishes Central Florida Commuter Rail Commission, Technical Advisory and Customer Advisory Committees
    - Establishes operating, insurance and capital plan contributions for base service operations
  - Interlocal Funding Agreement
    - Between FDOT and local funding partners
    - Details financing responsibilities and cost thresholds for FDOT and local governments

Agreements

- **Interlocal Agreements**
  - Interlocal Operating Agreement
    - Between FDOT and the Central Florida Commuter Rail Commission
    - Details base service requirements, fare structure, maintenance, security, marketing, staffing, administrative functions, funding obligations, reporting requirements, budgets, roles and responsibilities of FDOT and local government funding partners
  - Joint Use Agreements
    - Details corridor, security and maintenance responsibilities between FDOT and local funding partners

Ownership/Management

- **FDOT solely responsible for development, design, engineering, reconstruction, construction, installation, procurement, operation, dispatch and maintenance for first 7 years**
  - CFCRC acts in advisory capacity to FDOT
  - Technical Advisory Committee serves in an advisory capacity to the CFCRC and FDOT
  - Customer Advisory Committee acts in an advisory capacity to the CFCRC and FDOT
- **After 7 years (May 1, 2021), the Central Florida Commuter Rail Commission assumes all responsibility for the system**
  - FDOT retains ownership of the corridor; provides easement to CFCRC
  - Property purchased with federal or state funds subject to federal/state review regarding disposition of property

Stations

- **JUAs detailing station, housekeeping, maintenance and security are assigned to CFCRC after 7 years**
- **Local governments have development rights at each station – even during FDOT funding period**
  - Ownership of real estate outside of the rail corridor is transferred to the CFCRC after FDOT funding period
  - FDOT may allow local governments to engage in revenue producing activities on platforms on a case-by-case basis
  - Local governments may engage in revenue producing activities off platforms, as long as it does not restrict vehicular or pedestrian access to stations and parking areas
  - Local governments control all land use decisions in the station areas, as long as it does not restrict vehicular or pedestrian access to stations and parking areas.
  - No parking fees may be assessed within station parking areas during FDOT funding period

Operations and Maintenance

- **During FDOT funding period, service level adjustments must be agreed to by local governments, including a decision on cost allocations**
- **Following FDOT funding period, local operations and maintenance costs are based on average boardings at stations**
  - Costs adjusted annually, with a credit for farebox revenue collected at each station
  - Local governments can use funds from the FDOT work program in their geographic area to cover any increases over the System Operating Deficits specified in Governance Agreement
  - Local government funding partners may enter into separate funding/maintenance agreements with individual municipalities

Partner Investment

- **Central Florida Commuter Rail System**
  - $615 million in Capital Costs (Interlocal Agreements)
    - Federal -- $307.5 million
    - State -- $153.75 million
    - Local -- $153.75 million
- **System Operations and Maintenance**
  - State pays operations and maintenance costs for the first 7 years of operation
    - $34.4 million (FY 2015)
  - Local governments in year 8 (May 1, 2021) and beyond

Contracts

- **Operations and Maintenance**
- **Bombardier**
  - Contract length: 10 years
  - Transferable to CFCRC
  - Responsible for all Operations and Maintenance activities along the 61.5-mile Central Florida Rail Corridor

Contracts

- **Maintenance Services**
  - Inspect, maintain and repair all property
  - Rail inspection and maintenance
  - Ties and timber inspection and maintenance
  - Track structure inspection and maintenance
  - Ballast and roadbed maintenance
  - Highway grade crossing maintenance
  - Drainage maintenance
  - Fencing maintenance
  - Building and facility maintenance
  - Switch machine maintenance
  - Bridge inspection and maintenance
  - Signal inspection and maintenance
  - Materials management
  - Flag protection
  - Cleaning (vehicles, platforms, ROW)
  - Maintenance of HVAC systems
  - Disposal of hazardous materials
  - Operation of movable bridge
  - Environmental services
  - Training and qualification of O&M personnel

Contracts

- **Transportation Services**
  - Staff trains with locomotive engineers and conductors
  - Provide dispatch services for the entire corridor (24 hours per day/7 days per week)
  - Provide bridge tender services (24 hours per day/7 days per week)
  - Provide required training to transportation personnel
  - Provide Lost and Found services
  - Provide Customer Service services
  - Provide IT support for all systems

Contracts

- **Signal Maintenance of Way**
- **Herzog**
  - Contract Length: 7 years
  - Transferable to CFCRC
  - Maintain signal systems along the 61.5-mile CFRC

Contracts

- **Marketing/Business Development**
- **Data Transfer Solutions**
  - Contract length: 12 years
  - Transferable to CFCRC
  - Responsible for community outreach, marketing and advertising activities, business development, safety outreach support, website development and maintenance, videography, branding, Ambassador management, special events and ridership growth strategies

Contracts

- **Vehicle Heavy Maintenance**
- **Amtrak**
  - Contractual Services Agreement
  - Contract length: 7 years
  - Transferable to CFCRC
  - Responsible for heavy maintenance of SunRail locomotives and cab cars at Amtrak Auto-Train facility in Sanford

Contracts

- **Program Management**
- **Operations Oversight**
- **CH2M Hill (FDOT General Engineering Contract)**
  - Contract length: 10 years
  - Transferable to CFCRC
  - Acts as an agency extension, overseeing contract compliance, construction, operations, maintenance, and all aspects of the project, including expansion plans

Project Update

- **SunRail celebrates one year of service**
  - Opened May 1, 2014 – on-time and on-budget
  - May 1, 2015 "Thank You!" to the 1 million passengers who used SunRail in its inaugural year of operations
  - On board giveaways; manager rides; station celebrations

Phase 1

- 12 SunRail stations
- 32 miles
- Free parking at suburban stations
- Platforms with canopies
- Passenger/emergency phones
- Security cameras
- Variable message signs
- Audio announcements
- Bike racks
- ADA-compliant ramps
- Drinking fountains
- Free transfers to LYNX and Votran

Commuter Train

Operates Monday – Friday

Peak Service

every 30 minutes

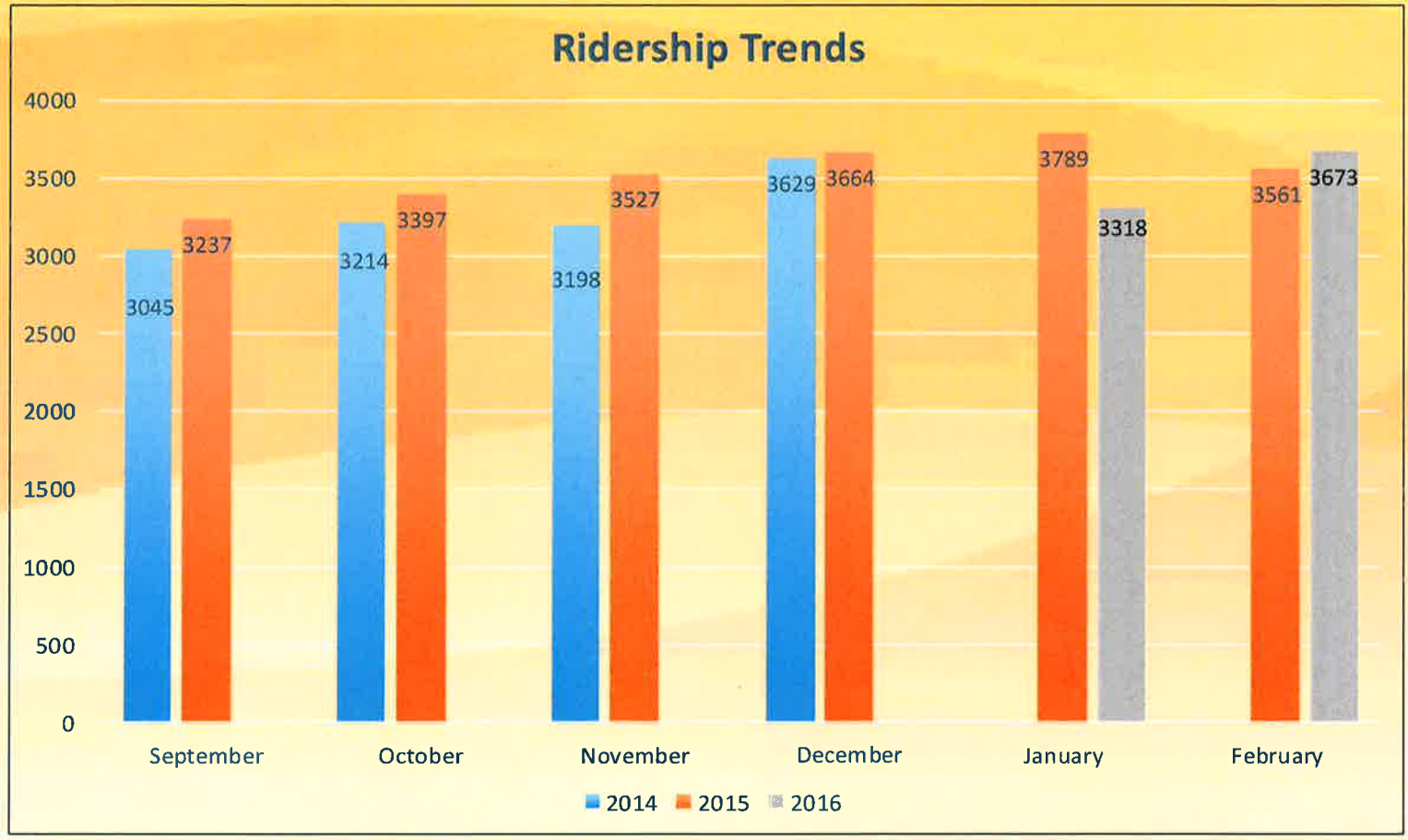
5:30 – 8:30 AM and 3:00 – 6:30 PM

Off-Peak Service

Approximately every 1½ - 2 hours

Phase 1 Stations

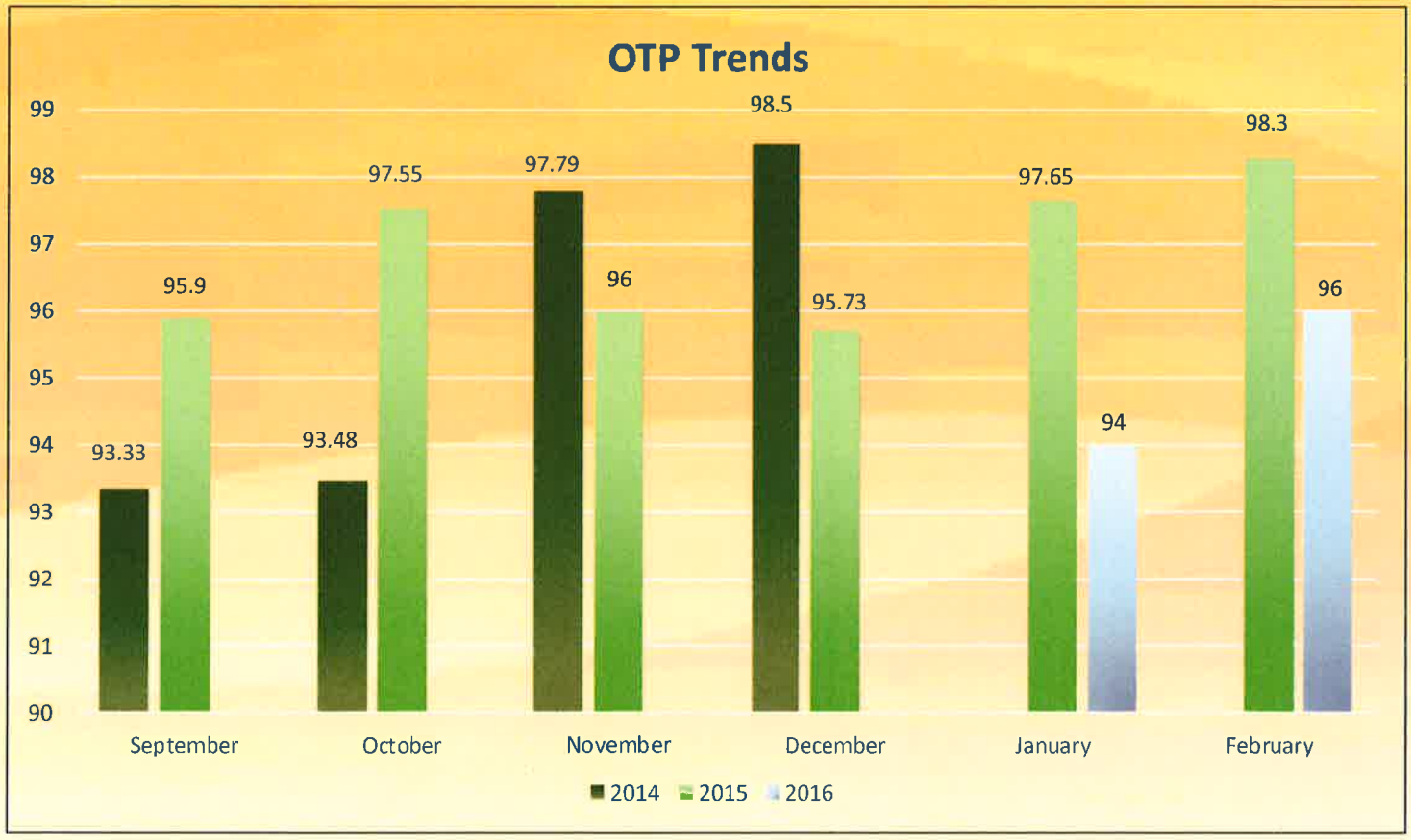
Ridership


Ridership Trends
4000
3500
3000
2500
2000
1500
1000
500
0
3045
3237
3214
3397
3198
3527
3629
3664
3789
3318
3561
3673
September
October
November
December
January
February
2014
2015
2016

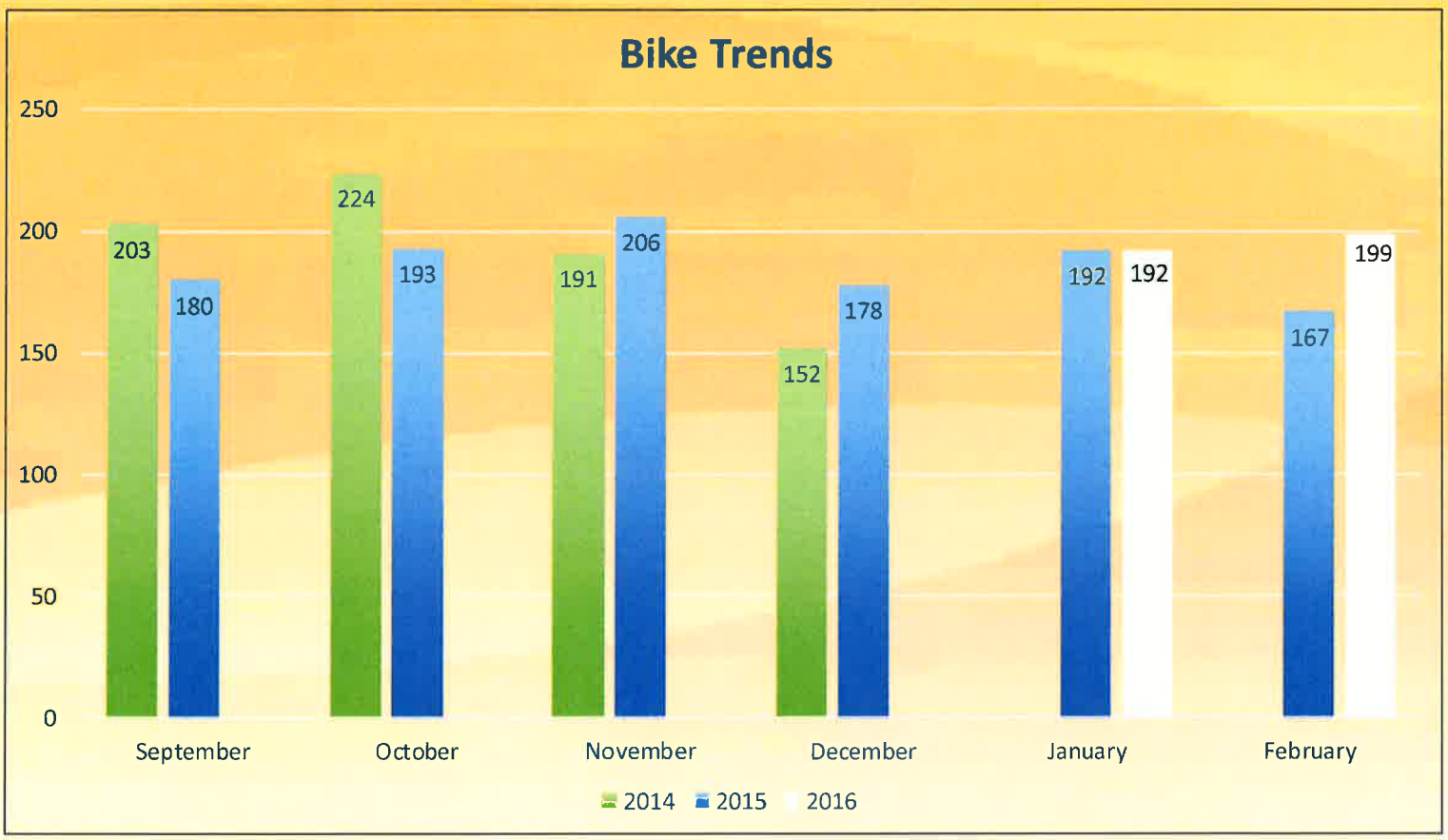
Ridership

- Late night train ridership averaged about 67 daily boardings
  - 27 Southbound
  - 40 Northbound
- New 1 p.m. midday train averages about 141 daily boardings
  - 57 Southbound
  - 84 Northbound
  - Additional overall ridership growth

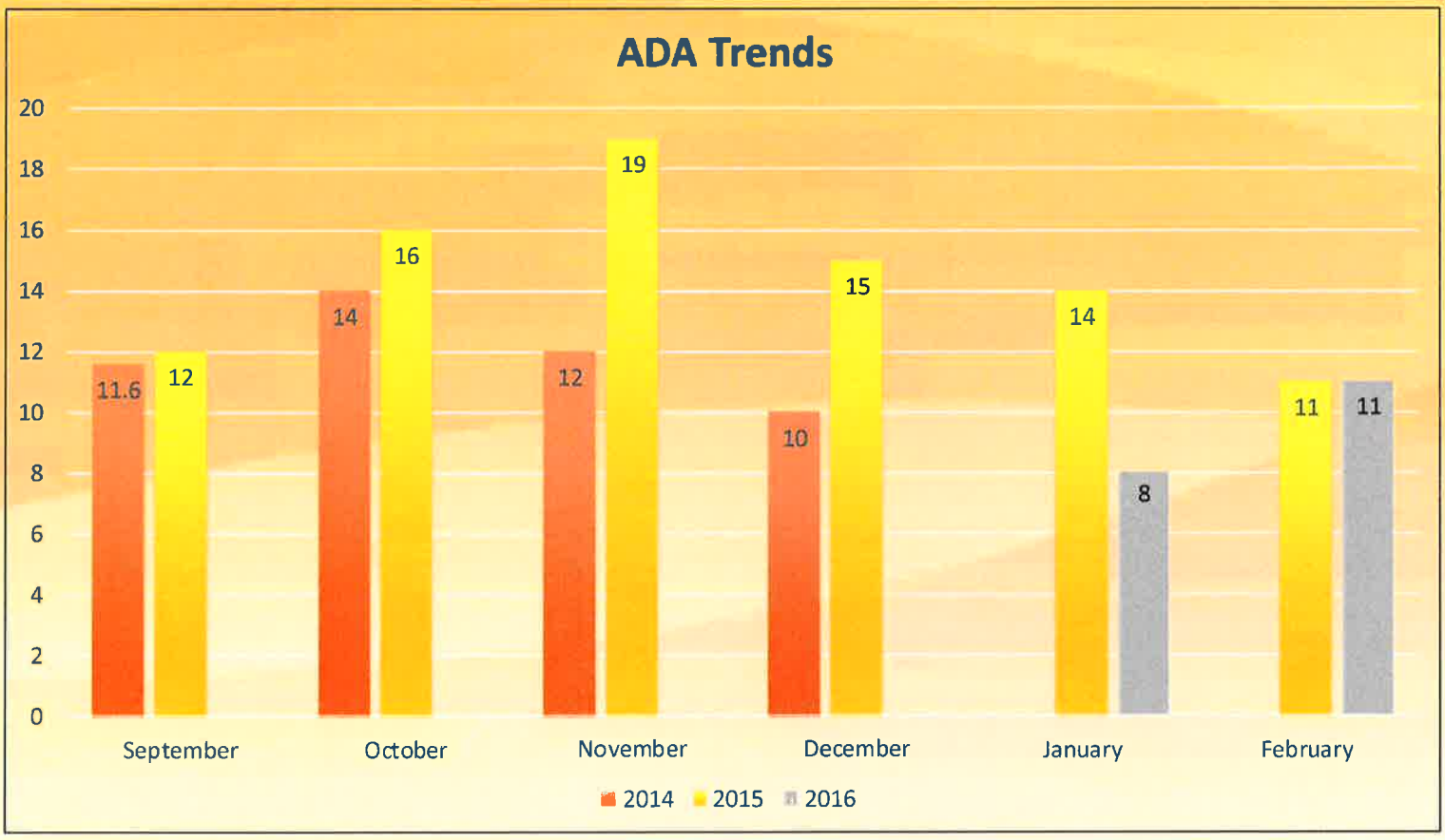
On-Time Performance



Bicycle Boardings



ADA Boardings



Expansion

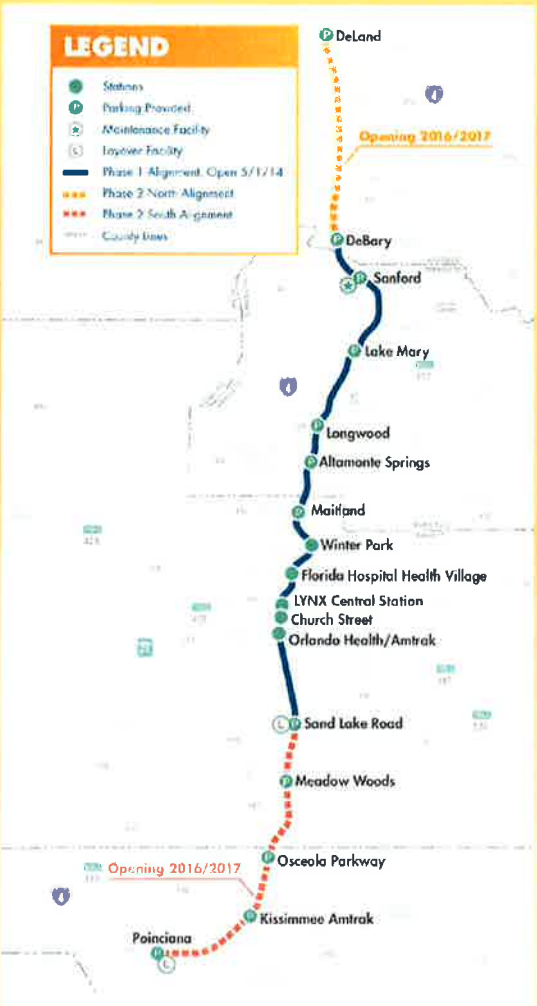
Phase 2 South (Q4-2017/Q1- 2018)

4 stations

- Meadow Woods
- Tupperware Station (at Osceola Parkway)
- Kissimmee/Amtrak
- Poinciana

Phase 2 North

- DeLand



Expansion

Phase 3 to OIA

- **5.5 mile extension with planned connection at OIA Intermodal Facility**
- **Ongoing coordination with City of Orlando, GOAA and OUC**
- **Moving Forward with:**
  - Preliminary Concepts
  - Operating Plans
  - Preliminary Ridership information (passenger and employee surveys)
- **NEPA Evaluation – underway**
  - Develop Public Involvement Program
  - Obtain permits and access agreements with property owners to initiate field reviews
  - Data collection efforts
  - Analysis of existing conditions

Please follow us at www.SunRail.com

Twitter.com/RideSunRail

facebook.com/RideSunRail

youtube.com/RideSunRail

flickr.com/photos/RideSunRail

Thank you!

F. 2.

RESOLUTION SUPPORTING "FAST" ACT

Resolution No.: 2016 –_____

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPORTING IMPLEMENTATION OF THE FIXING AMERICA'S SURFACE TRANSPORTATION ("FAST") ACT

WHEREAS, Congress recently passed, and the President signed into law, the Fixing America's Surface Transportation ("FAST") Act; and

WHEREAS, this five year transportation bill provides that federal funding for transit in Florida will grow from $9.1 billion in 2015 to an estimated $10 billion annually from 2016 to 2020; and

WHEREAS, aside from an increase in funding, the bill contains provisions which provide long-term certainty and added flexibility for state and local governments so they can more effectively address their infrastructure needs; and

WHEREAS, the bill's sponsor, the Honorable John L. Mica, has requested local governments throughout Central Florida to voluntarily participate in jointly coordinated efforts to implement the bill's initiatives; and

WHEREAS, the governing Board of the Central Florida Expressway Authority ("CFX") supports the FAST Act and pledges support in its implementation;

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following action is hereby adopted by the governing Board:

Section 1. AUTHORIZATION TO PARTICIPATE. The CFX administrative staff is hereby authorized and delegated responsibility to work with other local governments throughout Central Florida to ensure orderly and efficient implementation of the FAST Act. The CFX Executive Director is authorized to send a copy of this Resolution to MetroPlan Orlando and Congressman Mica's office expressing CFX's commitment and support to participate with other local governments in implementing the bill as it pertains to transportation initiatives affecting Central Florida.

Section 2. This Resolution shall become effective upon adoption.

Adopted this _____ day of March, 2016.

_____
Welton G. Cadwell, Chairman

ATTEST:_____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality:

_____
Joseph L. Passiatore, General Counsel

JOHN L. MICA
7TH DISTRICT, FLORIDA

COMMITTEE ON
OVERSIGHT AND GOVERNMENT REFORM
SUBCOMMITTEE ON TRANSPORTATION
AND PUBLIC ASSETS
CHAIRMAN

COMMITTEE ON
TRANSPORTATION AND INFRASTRUCTURE

www.Mica.House.Gov
www.Facebook.Com/JohnMica

Congress of the United States
House of Representatives
Washington, DC 20515–0907

RECEIVED

December 21, 2015

METROPLAN ORLANDO

Mr. Harold W. Barley
Executive Director
Metroplan Orlando
315 E Robinson St, Ste 355
Orlando, FL 32801-1949

Dear Harry:

As we come to the end of 2015, I wanted to provide you with information regarding the recently passed five year transportation bill and some local transportation initiatives that may be of interest to you as a community leader.

Congress passed, and the President signed into law, the *Fixing America's Surface Transportation (FAST) Act*. This $305 billion, revenue neutral legislation provides policy and funding through 2020 and follows the *MAP-21* legislation that I passed as Chairman of the House Transportation and Infrastructure Committee. In my proceeding legislation, we attempted to devolve more programs to state and local governments, expedite federal permitting and cut red tape. The *FAST Act* builds on these and other reforms initiated in *MAP-21*. The *FAST Act* also includes important provisions that provide long-term certainty and added flexibility for state and local governments so they can more effectively address their infrastructure needs.

Florida, specifically in the *FAST Act*, is estimated to receive an overall increase of approximately $891 million in annual highways funding. Our State's apportioned highway funding will grow from $9.1 billion in 2015 to an estimated $10 billion annually from 2016 to 2020. Funding for transit in Florida will grow from $360 million in 2015 to $370 million in 2016 and $401 million in 2020. Most of the additional dollars will flow through the State of Florida Department of Transportation.

Also included in that bill were provisions I authored to initiate Amtrak reforms that will open up service to private competition and cut taxpayer subsidies. For your information, I have enclosed additional information on some of the key provisions of the *FAST Act*.

The *FAST Act* and recently passed federal *Omnibus Appropriations* legislation both ensure projects like I-4, SunRail and airport expansions will move forward in 2016 and beyond.

The current I-4 expansion is only 21 miles and will be under construction until 2021. To move up the links beyond Kirkman Road to US 27 and above State Road 434 into Volusia County, I have enlisted Mayor Teresa Jacobs, State and local leaders to help move those future

PRINTED ON RECYCLED PAPER

links forward. Competition for projects is stiff, and Central Florida will be competing for the same limited funds as South and West Florida. It is vital that we organize early as these important links have a $2 billion price tag above and beyond the $2.4 billion current expansion. Currently with a record number of infrastructure projects underway, construction employment is the best it has been in years and should continue.

Also as you may know, I have launched a Central Florida initiative to develop and utilize advanced technology systems on some of our major arterial roads to expedite traffic. This effort to better control and manage traffic on our most congested thoroughfares will use electronic signals from cars and vehicles to change traffic lights in real time. The federal grant program for deploying new surface transportation technology is authorized for the next five years with $337 million available for projects.

Working with MetroPlan Orlando, we are currently asking local governments to voluntarily sign up for participation in these coordinated efforts since many routes transverse multiple local government jurisdictions. I intend to vigorously pursue federal support for this impactful and cost-effective initiative. Please urge local officials to join in this effort.

Finally in my current capacity as Chairman of the House Transportation and Public Assets Oversight Subcommittee, I continue to hold federal agencies' feet to the fire to ensure our legislative policies are properly carried out. I have conducted numerous hearings this year to hold agencies accountable, stop government waste, consolidate or eliminate programs, examine options for more efficient government operations and improve transparency. My work continues to ensure that we maximize idle federal assets, dispose of vacant properties and gain a positive return for taxpayers on federal assets.

Thank you again for your support of our local and State transportation infrastructure projects. I look forward to working with you and other community leaders in 2016 as we tackle our transportation challenges together.

Please keep me posted on any questions or concerns. In Washington, you can contact me or Sean McMaster, our Transportation legislative assistant, at (202) 225-4035. Locally, I or one of our 7th Congressional District Representatives can be contacted. The phone numbers are (407) 657-8080 [Leslie O'Shaughnessy] in Maitland, (407) 366-0833 [Patrick Kelly] in Oviedo or (386) 860-1499 [Barry Cotton] in Deltona.

With my best wishes for the coming year, I remain

Most respectfully,

John L. Mica
Member of Congress

FAST ACT

FAST ACT BENEFITS FOR OUR STATES AND LOCAL GOVERNMENTS

The Fixing America's Surface Transportation (FAST) Act is five-year legislation to improve the Nation's surface transportation infrastructure. The FAST Act includes important provisions and reforms to provide long-term certainty and more flexibility for states and local governments to more effectively address their infrastructure needs.

PROVIDES FOR LONG-TERM INVESTMENTS IN ROADS, BRIDGES, & REGIONAL PRIORITIES

- Five-year, fully paid-for authorization provides needed certainty for states and local governments to plan and undertake long-term, complex projects.
- Continues the federally funded, state administered structure for federal surface transportation programs.
- Increases each state's formula funding under the Federal-aid Highway Program (map included).
- Establishes the Nationally Significant Freight and Highway Projects Program – a new competitive grant program that includes large-scale projects of regional importance.
- Expands funding available for bridges off the National Highway System.
- Promotes innovation by providing states and local governments with funding to invest in transportation technologies in order to relieve congestion and improve safety.

GIVES STATES AND LOCAL GOVERNMENTS MORE CONTROL IN ADDRESSING THEIR NEEDS

- Converts the Surface Transportation Program (STP) to a block grant program, maximizing the flexibility of STP for states and local governments.
- Provides states and local governments with increased flexibility by rolling the Transportation Alternatives Program into STP, and allowing 50 percent of the local's transportation alternatives funding to be used on any STP-eligible project.
- Increases the amount of STP funding that is distributed to local governments from 50 percent to 55 percent over the life of the bill.
- Enables states to spend more funds on the pressing safety needs unique to their state by increasing the percentage of National Priority Safety Program funds that can be spent on each state's traditional safety program.
- Consolidates nine existing Federal Motor Carrier Safety Administration grant programs into four and streamlines program requirements to reduce administrative costs and improve flexibility for states.
- Reforms the Impaired Driving Countermeasures, Distracted Driving, and State Graduated Driver License incentive programs to reduce barriers to state eligibility and improve incentives for states to adopt laws and regulations to improve highway safety.

STREAMLINES PROJECT APPROVALS AND REDUCES BUREAUCRACY

- Eliminates duplicative regulatory processes by creating a pilot program to empower states to use their own existing environmental laws and regulations if their laws are at least as stringent as the National Environmental Policy Act (NEPA).
- Requires an assessment of previous efforts to accelerate the environmental review process, as well as recommendations.
- Improves transparency by tracking the status of all projects undergoing environmental review.
- Eliminates or consolidates at least six separate offices within the Department of Transportation that perform duplicative functions, and establishes a National Surface Transportation and Innovative Finance Bureau to help states, local governments, and private sector partners with transportation project delivery.
- Promotes best practices for innovative financing methods.
- Increases transparency by requiring the Department of Transportation to provide project-level information to Congress and the public.

F. 3.

APPOINTMENT OF CITIZEN REPRESENTATIVES TO CFX COMMITTEES

Rob Panepinto

President, Florentine Strategies

Operations Committee Appointment Request by Andria Herr

Rob is currently President of Florentine Strategies. Florentine provides board support, strategic consulting, and investment capital for healthcare, social enterprise and technology companies. In that role, Rob is a Strategic Advisor and Advisory Board member to CTW (Clean the World) Global, Florida's first Benefits Corporation. He is also the Executive Chair of Health Hero; a Florida based early stage healthcare technology company as well as a Senior Advisor to Leavitt Partners, a leading healthcare consulting firm founded by former Utah Governor and HHS Secretary, Mike Leavitt.

Previously, Rob was part of the Founding Executive team for Connextions, helping it grow from a small manufacturing and logistics company to a $200M+ innovative leader in healthcare technology and business processing solutions. Connextions was recapitalized through New Mountain Capital in 2006, and was fully acquired by Optum Health, part of UnitedHealth Group, in 2011.

Rob is passionate about the positive impact businesses and business leaders drive for their communities and is an active "civic entrepreneur" serving on multiple civic and nonprofit boards. He is the incoming Chair for Orlando, Inc for 2016 and serves on the Central Florida Partnership's Sources of Capital task force. He has also served as the Vice Chair for the Central Florida Foundation and founded and currently leads the Foundation's Entrepreneurs in Action program. EIA leverages the expertise of business and entrepreneurial leaders to help non profits and social enterprise explore new revenue generating business models. He is the Immediate Past Chair of the Central Florida Zoo. He is also a Board member at Canvs, a nonprofit shared working space supporting technology startups and for the Rollins Center for Advanced Entrepreneurship. He is also a member of the Young Presidents Organization.

Rob received his undergraduate degree from New York University and has a Masters degree from Fordham University.

Rob has been happily married to his wife, Stacey, for 25 years. Rob and Stacey have two daughters, Ali, 14, and Samantha, 12. They reside in Winter Park.

Tamrin Mahon

Sr. Director, Finance, Golf Channel

Audit Committee Appointment Request by Jay Madara

Tamrin Mahon is Sr. Director, Finance for Golf Channel, an NBC Sports Group network, and its related portfolio of businesses. Mahon is responsible for the overall monthly and quarterly accounting function, including leading the monthly and quarterly close and corporate reporting process, the annual third party audit of Golf Channel, and the internal controls, compliance and accounting policy processes. She is also responsible for the financial management of a number of departments within Golf Channel, including long-range planning, annual budgeting and forecasting.

A certified public accountant by trade, Mahon began her professional career with PricewaterhouseCoopers in the audit practice within the Orlando market where she gained experience auditing many businesses within Orlando and nationally. Mahon is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Mahon earned a master's degree from University of Central Florida in Accounting. She also earned a bachelor's degree from Rhodes College in business administration, where she graduated cum laude and also played for the school's tennis team. She currently lives in Clermont with her husband.

Mark Meyer

Director, CNL Real Estate and Development

Operations Committee Appointment submitted by Jay Madara

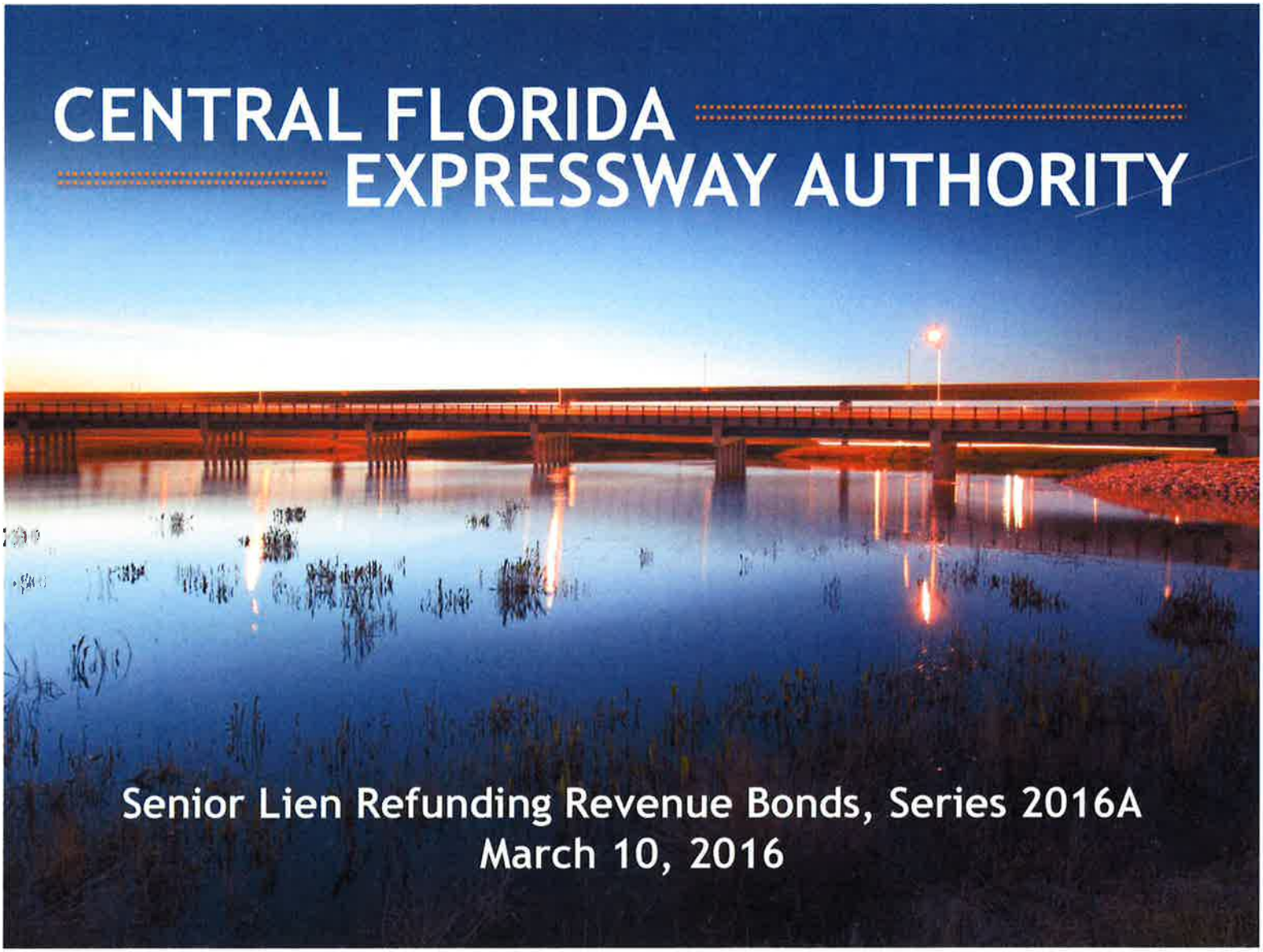
Mark Meyer is Project Director for CNL. Meyer is responsible for providing leadership in the development and investment services platform throughout the US, including the overall process from sourcing real estate opportunities, project management and asset management, including long-range planning, new business development and financial reporting. Meyer previously served in several CNL companies with corporate services, brokerage, tenant representation, project and operations management. Additionally, as a Senior Project Manager for CNL Community Development and CNL Real Estate Services.

Over 29 years practicing real estate development across multiple industry sectors in both public and private workplaces, Meyer began his professional career as a licensed general contractor in the Midwest and is a member of the Urban Land Institute, YMCA Development Board, National Association of Industrial and Office Professionals. He is a visiting lecturer at University of Florida and Valencia Collage on various real estate topics.

Meyer earned a Master's degree from the University of Florida and while attending taught as an adjunct professor, and a bachelor's degree from Western Illinois University in Engineering Technology and Business Administration. He lives in Orlando with his wife and two children.

F. 4.

20th SUPPLEMENTAL BOND RESOLUTION


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Senior Lien Refunding Revenue Bonds, Series 2016A
March 10, 2016

ADOPTION OF TWENTIETH SUPPLEMENTAL BOND RESOLUTION

- Authorizes issuance of Senior Lien Refunding Revenue Bonds, Series 2016A not to exceed $170,000,000
- Authorizes sale of the bonds by competitive sale
- Approves the forms of the primary bond documents

SENIOR LIEN REFUNDING REVENUE BONDS, SERIES 2016A

- Refunds a portion of CFX Series 2007A Series Bonds
- This is an advanced refunding
- Authorization contingent upon achieving minimum net present value savings to CFX of 3% (approximately $4.7 million)

FINANCING SCHEDULE

- **March 10, 2016** - CFX Board Approval of bond documents
- **March 29, 2016*** - Competitive sale of Series 2016A Bonds
- **April 26, 2016*** - Closing of Series 2016A Bonds

*subject to change based on market conditions

ADOPTION OF TWENTIETH SUPPLEMENTAL BOND RESOLUTION

Recommended Motion:

Adoption of the Twentieth Supplemental Bond Resolution authorizing the issuance of the Series 2016A Bonds, together with the forms of the Official Notice of Sale, Trustee, Paying Agent and Registrar Agreement, the Preliminary Official Statement, Continuing Disclosure Agreement and Escrow Deposit Agreement.

Resolution No. 2016-___

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Twentieth Supplemental Revenue Bond
Resolution Authorizing the Issuance of:

Senior Lien Refunding Revenue Bonds, Series 2016A

Adopted on March 10, 2016

TWENTIETH SUPPLEMENTAL
REVENUE BOND RESOLUTION

THIS TWENTIETH SUPPLEMENTAL REVENUE BOND RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY SUPPLEMENTING THE AMENDED AND RESTATED MASTER SENIOR LIEN BOND RESOLUTION OF THE AUTHORITY ADOPTED ON FEBRUARY 3, 2003, AS SUPPLEMENTED; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $170,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SENIOR LIEN REFUNDING REVENUE BONDS, SERIES 2016A FOR THE PURPOSE OF, AMONG OTHER THINGS, REFUNDING ALL OR PORTIONS OF THE AUTHORITY'S OUTSTANDING SERIES 2007A BONDS; AUTHORIZING THE SALE OF THE SERIES 2016A BONDS BY COMPETITIVE SALE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; APPROVING THE CONDITIONS AND CRITERIA FOR SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE PUBLICATION OF AN OFFICIAL NOTICE OF SALE WITH RESPECT TO THE SALE OF THE SERIES 2016A BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT; APPOINTING A TRUSTEE, PAYING AGENT, AND REGISTRAR; APPROVING THE FORM OF AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE SERIES 2016A BONDS; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF CONTINUING DISCLOSURE AGREEMENT; AUTHORIZING CERTAIN OFFICERS AND EMPLOYEES OF THE AUTHORITY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2016A BONDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2016A BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 3, 2003, the Authority adopted that certain Amended and Restated Master Bond Resolution of the Authority, as amended and supplemented from time to time (collectively, the "Master Senior Lien Bond Resolution"); and

WHEREAS, capitalized terms used in this Resolution but not defined shall have the respective meanings set forth in the Master Senior Lien Bond Resolution; and

WHEREAS, pursuant to the terms of the Master Senior Lien Bond Resolution, the Authority is authorized to issue from time to time, Bonds and other evidences of

indebtedness of the Authority in accordance with the terms of the Master Senior Lien Bond Resolution; and

WHEREAS, this Resolution (this "Resolution") constitutes a Supplemental Authorizing Resolution under the Master Senior Lien Bond Resolution; and

WHEREAS, the Authority owns, operates and derives revenues from the Expressway System; and

WHEREAS, it is desirable, convenient, and in the best interest of the Authority to issue its Senior Lien Refunding Revenue Bonds, Series 2016A (the *"Series 2016A Bonds"*) in an aggregate principal amount not to exceed $170,000,000 for the purposes of (a) refunding on an advanced basis all or portions of certain maturities of the Authority's Outstanding Revenue Bonds, Series 2007A (the *"Refunded Bonds"*) (b) providing funds or paying the premium on the 2016A Reserve Credit Facility to be deposited into the Series 2016A Reserve established hereunder with respect to the Series 2016A Bonds, and (c) paying the costs of issuance of the Series 2016A Bonds (collectively, the *"Project"*); and

WHEREAS, the principal of and interest on the Series 2016A Bonds to be issued pursuant to this Resolution will be payable from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution; and

WHEREAS, it is desirable and in the best interest of the Authority to authorize the sale of the Series 2016A Bonds by a competitive sale pursuant to the Official Notice of Sale in the form attached hereto as **EXHIBIT A**; and

WHEREAS, the Series 2016A Bonds will not constitute "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended, and at least 95% of the proceeds of the sale of the Series 2016A Bonds will be used for local governmental activities of the Authority; and

WHEREAS, in connection with the issuance of the Series 2016A Bonds, the Authority desires to set forth certain terms and provisions for the Series 2016A Bonds and to provide for certain further matters related to the authorization, sale, issuance and delivery of the Series 2016A Bonds and other matters related thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

ARTICLE I

RECITALS AND FINDINGS

SECTION 1.01. Incorporation of Recitals and Findings. All of the Recitals set forth above are true and correct and are incorporated into this Section 1.01 as if fully set forth herein, and such recitals are hereby determined to be the findings of the Authority.

ARTICLE II

AUTHORITY AND DEFINITIONS

SECTION 2.01. Authority for this Resolution. This Resolution is adopted and implemented pursuant to the Central Florida Expressway Authority Law, Chapter 348, Part III, Florida Statutes, as amended, and other applicable provisions of law not inconsistent with the foregoing (collectively, the *"Act"*) and the Master Senior Lien Bond Resolution.

SECTION 2.02. Definitions. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 1.2 of the Master Senior Lien Bond Resolution. As used herein, the following terms shall have the meanings set forth below:

A. *"2016A Reserve Account Credit Facility"* means, if obtained with respect to all or a portion of the Series 2016A Bonds pursuant to the terms of this Resolution, the reserve subaccount insurance policy issued by the 2016A Reserve Facility Provider.

B. *"2016A Reserve Facility Provider"* means, if designated with respect to the Series 2016A Bonds pursuant to the terms of this Resolution, the issuer of the 2016A Reserve Account Credit Facility.

C. *"Bond Counsel's Opinion"* means a written opinion of an attorney or firm of attorneys selected by the Authority which is of nationally recognized standing in the field of law relating to municipal bonds and the exclusion from gross income for federal income tax purposes of interest on municipal bonds.

D. *"Certificate of Award"* means the Certificate of Award to be executed by an Authorized Officer of the Authority in connection with the award of the sale of the Series 2016A Bonds.

E. *"Chief Financial Officer"* shall mean the Chief Financial Officer of the Authority.

F. *"Financial Advisor"* means, collectively, Public Financial Management, Inc. and National Minority Consultants, Inc.

G. *"Maturity Date"* means the final maturity date of the Series 2016A Bonds which shall be on or before July 1, 20[ ].

H. *"Repository"* shall have the meaning set forth in the Continuing Disclosure Agreement attached hereto as **EXHIBIT D**.

I. *"Refunded Bonds"* shall have the meaning specified in the Recitals hereto.

J. *"Sale Date"* shall mean the Sale Date set forth in the Official Notice of Sale attached hereto as **EXHIBIT A.**

K. *"Secretary"* means the Secretary or any Assistant Secretary of the Authority.

L. *"Series 2016A Cost of Issuance Account"* means the account described in Section 7.01 hereof.

M. *"Series 2016A Rebate Fund"* means the fund described in Section 6.01 hereof.

N. *"Series 2016A Reserve"* means the account or account designated by the Authority in accordance with Section 7.02 hereof.

ARTICLE III

CONTRACTUAL OBLIGATION

In consideration of the acceptance of the Series 2016A Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Master Senior Lien Bond Resolution, as supplemented by this Resolution, shall be deemed to be and shall constitute a contract between the Authority and the registered Holder of the Series 2016A Bonds. The covenants and agreements set forth herein and in the Master Senior Lien Bond Resolution to be performed by the Authority shall be for the equal benefit, protection and security of the registered Holder of the Series 2016A Bonds, and the Series 2016A Bonds shall be of equal rank with the Bonds currently Outstanding, any Parity Bonds hereafter issued under the Master Senior Lien Bond Resolution and any Qualified Swap Payments related to any Bonds issued under the Master Bond Resolution, without preference, priority or distinction over any other thereof. All applicable covenants contained in the Master Senior Lien Bond Resolution shall be fully applicable to the Series 2016A Bonds as if originally issued thereunder, except as otherwise specifically provided herein.

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF SERIES 2016A BONDS

SECTION 4.01. Authorization of Issuance and General Description of Series 2016A Bonds.

A. Subject and pursuant to the provisions hereof and of the Master Senior Lien Bond Resolution, the Series 2016A Bonds to be known as the "Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A" are hereby authorized to be issued in the aggregate principal amount of not to exceed $170,000,000, or such lesser amount as may be approved by the Chairman or Vice Chairman of the Authority. The actual, aggregate principal amount of Series 2016A Bonds to be issued by the Authority shall be the maximum aggregate principal amount which causes the Authority to satisfy both of the following parameters as a result of such issuance: (a) the refunding of the Refunded Bonds with the proceeds of the Series 2016A Bonds shall result in aggregate present value debt service savings to the Authority in an amount equal to at least three percent (3%); and (b) the refunding of the Refunded Bonds with the proceeds of the Series 2016A Bonds shall result in negative arbitrage as a percentage of savings to the Authority in an amount equal to fifty percent (50%) or less.

B. The Series 2016A Bonds shall be issued for the purposes of: (a) refunding on an advanced basis the Refunded Bonds, (b) providing funds or paying the premium on the 2016A Reserve Credit Facility to be deposited into the Series 2016A Reserve established hereunder with respect to the Series 2016A Bonds, and (c) paying the costs of issuance of the Series 2016A Bonds. The final maturity of the Series 2016A Bonds shall not be later than the Maturity Date.

C. The Series 2016A Bonds shall be issued as fixed rate Bonds and may be issued as serial bonds and/or Term Bonds (or any combination thereof) and may be issued in one or more subseries, as shall be determined by the Chairman or Vice Chairman based upon the advice of the Financial Advisor, which advice shall be based upon a determination of what is reasonably anticipated to further the Authority's desire to realize debt service savings from the refunding of the Refunded Bonds based upon the then current market conditions for the sale of the Series 2016A Bonds. The title and series designation of the Series 2016A Bonds may be modified by the Chairman or Vice Chairman of the Authority to accurately reflect the structure and specific terms of the Series 2016A Bonds to be issued. Such changes in the title and designation of the Series 2016A Bonds shall be evidenced by the Authority's execution and delivery of the Series 2016A Bonds.

D. The Authority hereby delegates to the Chairman or the Vice Chairman the authority to make the foregoing determinations set forth in paragraphs (A) and (C) of this Section 4.01, provided that each of the parameters set forth in this Resolution are satisfied. The Chairman or the Vice Chairman may rely on the certification of the Financial Advisor regarding compliance with the above-referenced parameters.

E. Notwithstanding anything contained herein to the contrary, the Series 2016A Bonds shall not be issued until the Authority has complied with the requirements for the issuance thereof as Bonds under the Master Bond Resolution. The Chairman or the Vice Chairman of the Authority may conclusively rely upon a certification of the Financial Advisor in determining whether the foregoing criteria are satisfied.

F. In connection with the issuance of the Series 2016A Bonds, the Debt Service Reserve Requirement for the Series 2016A Bonds may be satisfied by deposit into the Series 2016A Reserve referenced in Section 7.02 hereof of the 2016A Reserve Account Credit Facility issued by the 2016A Reserve Facility Provider in an The amount equal to the Debt Service Reserve Requirement for the Series 2016A Bonds.

G. The Series 2016A Bonds shall be dated the date of their original issuance and delivery, and shall mature on the Maturity Date, subject to prior redemption as provided in Sections 4.10 and 4.11 hereof.

SECTION 4.02. Denominations, Numbers, Letters. The Series 2016A Bonds shall be issued solely in the form of fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The Series 2016A Bonds shall be numbered consecutively from 1 upward with the letter "R" and the series designation prefixed to the number.

SECTION 4.03. Place of Payment; Trustee, Paying Agent and Registrar.

A. The principal amount of the Series 2016A Bonds shall be payable on the Maturity Date thereof, subject to redemption in whole or in part as set forth in Section 4.10 hereof. Interest on the Series 2016A Bonds is payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2016, calculated on the basis of a 30-day month, 360-day year from the date of delivery of the Series 2016A Bonds. The principal of, and interest on the Series 2016A Bonds shall be payable at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, N.A., or its successors or assigns, and such banking institution is hereby appointed as Trustee, Paying Agent and Registrar for the Series 2016A Bonds. The principal of the Series 2016A Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Master Senior Lien Bond Resolution. Interest on the Series 2016A Bonds shall be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holder of the Series 2016A Bonds at the addresses as they appear on the registration books maintained by the Trustee, as Registrar, at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the *"Record Date"*), irrespective of any transfer or exchange of such Series 2016A Bonds subsequent to such Record Date and prior to such interest payment date, unless the Authority shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the Holder in whose name such Series 2016A Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holder of such Series 2016A Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the Holder in whose name the Series 2016A Bonds are registered at the close of business on the fifth (5th) day (whether or not a Business Day) preceding the date of mailing.

B. If the date for payment of the principal of, prepayment price, if any, or interest on the Series 2016A Bonds are not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day shall have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

C. Notwithstanding the foregoing, or anything provided in the Master Senior Lien Bond Resolution to the contrary, a registered Holder of $1,000,000 or more in principal amount of the Series 2016A Bonds may provide for payment of principal, redemption price, if any, and interest with respect to such Series 2016A Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, if any, to the Trustee or Paying Agent with the presentation or surrender of the Series 2016A Bonds to be paid, and (ii) in the case of interest, to the Trustee, as Registrar, at least fifteen (15) Business Days prior to the applicable Record Date, specifying the account number, address and other relevant information as may be reasonably required by the Trustee. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice. Each payment of interest, principal and premium, whether by check or by wire transfer shall include or be accompanied with a statement of the CUSIP number and amount of the payment pertaining to each CUSIP number (if more than one CUSIP number).

SECTION 4.04. Registration and Exchange.

A. The registration of the Series 2016A Bonds may be transferred upon the registration books as provided in the Master Senior Lien Bond Resolution, provided, that so long as the Series 2016A Bonds are issued solely in fully registered form and notwithstanding anything contained in the Master Bond Resolution to the contrary, the provisions of the Master Bond Resolution with respect to the interchangeability of registered bonds for coupon bonds shall not be applicable to the Series 2016A Bonds. In all cases of a transfer of the Series 2016A Bonds, the Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee a new fully registered Series 2016A Bonds of the same Series, maturity and of authorized denomination, for the same aggregate principal amount and payable from the same source of funds. The Authority and the Registrar may charge the registered owner for the registration of every transfer or exchange of the Series 2016A Bonds an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2016A Bonds shall be delivered.

B. The Authority and the Trustee, Paying Agent and Registrar may deem and treat the registered Holder of the Series 2016A Bonds as the absolute Holder of such

Series 2016A Bonds for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon. Subject to the provisions of Section 4.04(A) above, a Series 2016A Bond may be exchanged at the office of the Registrar for a like principal amount of the Series 2016A Bonds, of other authorized denominations of the same Series and maturity.

SECTION 4.05. Terms of the Series 2016A Bonds. The Series 2016A Bonds shall be dated the date of delivery thereof, shall bear interest payable from such date, payable semiannually on January 1 and July 1 of each year, commencing on the date provided for in the Notice of Sale, at the rates and shall mature and be subject to optional and mandatory redemption substantially in accordance with the maturity and redemption schedules and terms, all as set forth in the final Official Statement for the Series 2016A Bonds, as such interest payment dates, rates, maturity schedules and redemption schedules and terms may be approved by the Chairman or Vice Chairman based upon the advice of the Financial Advisor, provided that the requirements set forth in Section 4.01 hereof have been satisfied.

SECTION 4.06. Source of Payment.

A. The Series 2016A Bonds shall be "Bonds" as such term is used in the Master Senior Lien Bond Resolution. The scheduled payment of principal of and interest on the Series 2016A Bonds and all other payments required pursuant to the terms of the Master Senior Lien Bond Resolution and the terms hereof will be payable from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution.

B. THE SERIES 2016A BONDS SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, THE STATE OF FLORIDA (THE "STATE"), LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THE SERIES 2016A BONDS AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THIS RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE STATE, THE COUNTIES, THE CITY, OR ANY POLITICAL SUBDIVISION THEREOF, NOR THE TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE SERIES 2016A BONDS OR ANY INTEREST THEREON. THE AUTHORITY HAS NO

TAXING POWER. NO REGISTERED OWNER OF THE SERIES 2016A BONDS SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST ON THE SERIES 2016A BONDS, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON THE SERIES 2016A BONDS EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THIS RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION.

C. No recourse shall be had for the payment of the principal of or interest on the Series 2016A Bonds, or for any claim based thereon or on the Master Senior Lien Bond Resolution or this Resolution, or otherwise with respect thereto or hereto against any board member, officer or employee of the Authority or any person executing the Series 2016A Bonds and nothing in the Series 2016A Bonds, the Master Senior Lien Bond Resolution or herein shall create or give rise to any personal liability of any such board member, officer or employee of the Authority or person executing the Series 2016A Bonds.

D. This issuance of an additional Series of Bonds under the Master Senior Lien Bond Resolution for the purpose of repaying the outstanding principal amount of the Series 2016A Bonds on their Maturity Date is hereby authorized. The terms and provisions of such additional Series of Bonds shall be set forth in a Supplemental Authorizing Resolution of the Authority to be adopted prior to the Maturity Date of the Series 2016A Bonds.

SECTION 4.07. Application of Proceeds of the Series 2016A Bonds. The proceeds of the Series 2016A Bonds shall be applied simultaneously with the delivery of such Series 2016A Bonds for the Project, all as shall be further described in a certificate of an Authorized Officer or a closing memorandum executed in connection with the issuance and delivery of the Series 2016A Bonds.

SECTION 4.08. Form of Series 2016A Bonds. Subject to the provisions of the Master Senior Lien Bond Resolution, the Series 2016A Bonds and the Registrar's certificate of authentication with respect thereto shall be in substantially the following form, with such insertions or omissions, endorsements and variations as may be permitted by the Master Senior Lien Bond Resolution and the Act, and approved by the Chairman or Vice Chairman of the Authority, execution and delivery of the Series 2016A Bonds to be conclusive evidence of such approval.

[Form of Series 2016A Bond]

No. R 2016A - __ $_____

UNITED STATES OF AMERICA
STATE OF FLORIDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REFUNDING REVENUE BONDS, SERIES 2016A

Interest Rate	Maturity Date	Original Dated Date	CUSIP No.
__%	July 1, 20__	April 12, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Central Florida Expressway Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, on the Maturity Date identified above (or earlier as hereinafter provided), but solely from the sources hereinafter described, the Principal Amount identified above, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the corporate trust operations office in Philadelphia, Pennsylvania of Wells Fargo Bank, N.A., or its successors or assigns, as Trustee, Paying Agent and Registrar (hereinafter referred to as the "Registrar" or the "Trustee"), and to pay, solely from such sources, interest on the Principal Amount from the Original Dated Date identified above, or from the most recent interest payment date to which interest has been paid, at the Interest Rate per annum identified above (computed on the basis of a 360-day year of twelve 30-day months), on such Maturity Date.

This Series 2016A Bond is one of a duly authorized issue of Bonds designated "Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A" (this "Series 2016A Bond") issued by the Authority under the authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended, and under and pursuant to an Amended and Restated Master Bond Resolution of the Authority adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twentieth Supplemental Revenue Bond Resolution adopted by the Authority on March 10, 2016 (collectively, the "Bond Resolution").

As provided in the Bond Resolution, this Series 2016A Bond and the interest and premium, if any, hereon are payable solely from and secured by the monies received by the Authority from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution. No Supplemental Payments are pledged to secure the Series 2016A Bonds. Reference is hereby made to the Bond Resolution for the provisions, among others, relating to the terms of, lien on and security for the Series 2016A Bonds, the custody and application of the proceeds of the Series 2016A Bonds, the rights and remedies of the registered owners

of the Series 2016A Bonds, the extent of and limitations on the Authority's rights, duties and obligations, the provisions permitting the issuance of additional Bonds, and the provisions permitting amendments to the Bond Resolution with and without consent of the Holder of the Series 2016A Bonds, to all of which provisions the Registered Owner hereof for himself and his successors in interest irrevocably assents by acceptance of this Series 2016A Bonds. Copies of the Bond Resolution are on file and available at the principal office of the Registrar.

THIS SERIES 2016A BOND SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE AUTHORITY, THE STATE OF FLORIDA (THE "STATE"), LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED THAT THIS SERIES 2016A BOND AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE AUTHORITY, EXCEPT THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR TO THE EXTENT PROVIDED IN THE BOND RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT OF THE AUTHORITY, THE STATE, THE COUNTIES, THE CITY, OR ANY POLITICAL SUBDIVISION THEREOF, NOR THE TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS SERIES 2016A BOND OR ANY INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. NO REGISTERED OWNER OF THIS SERIES 2016A BOND SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF THE PRINCIPAL OF OR ANY INTEREST ON THIS SERIES 2016A BOND, AND THE AUTHORITY IS NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON THIS SERIES 2016A BOND EXCEPT FROM THE SYSTEM PLEDGED REVENUES DERIVED FROM THE EXPRESSWAY SYSTEM AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER PROVIDED IN THE BOND RESOLUTION AND THE MASTER SENIOR LIEN BOND RESOLUTION.

No recourse shall be had for the payment of the principal of or interest on the Series 2016A Bonds, or for any claim based thereon or on the Bond Resolution, or otherwise with respect thereto against any member, officer or employee of the Authority or any person executing the Series 2016A Bonds and nothing in the Series 2016A Bonds or the Bond Resolution shall create or give rise to any personal liability of any such member, officer or employee of the Authority or person executing the Series 2016A Bonds.

The Series 2016A Bonds are being issued for the purposes of: (a) refunding on an advanced basis the Refunded Bonds, (b) providing funds or paying the premium on the 2016A Reserve Credit Facility to be deposited into the Series 2016A Reserve established hereunder with respect to the Series 2016A Bonds, and (c) paying the costs of issuance of the Series 2016A Bonds (collectively, the "Project").

As provided in the Master Senior Lien Bond Resolution, additional Bonds may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as provided in the Master Senior Lien Bond Resolution. The aggregate principal amount of additional Bonds which may be issued under the Master Senior Lien Bond Resolution is not limited except as provided in the Master Senior Lien Bond Resolution, and all Bonds issued and to be issued under the Master Senior Lien Bond Resolution will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Master Senior Lien Bond Resolution.

If the date for payment of the principal of, or interest on this Series 2016A Bond shall be a day which is not a Business Day, then the date for such payment shall be the next succeeding Business Day and payment on such succeeding Business Day shall have the same force and effect as if made on the nominal date of payment.

Series 2016A Bonds maturing on or before July 1, 2026 shall not be subject to redemption prior to their respective maturity date. The Series 2016A Bonds maturing on or after July 1, 2027 are subject to optional redemption by the Authority in whole or in part at any time on or after July 1, 2026, in such order as the Authority may determine and by lot within any maturity, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

The Series 2016A Bonds maturing on [July 1, 20__] are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the following years and in the following principal amounts:

Year	Principal Amount
20__	$_____
20__	_____
20__	_____
20__	_____
20__ (maturity)	_____]

The Series 2016A Bonds maturing on [July 1, 20__] are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the following years and in the following principal amounts:

Year	Principal Amount
20__	$_____
20__	_____
20__	_____
20__	_____
20__ (maturity)	_____

The Series 2016A Bonds are payable upon redemption at the above-mentioned offices of the Registrar. Notice of optional redemption shall be published not less than twenty (20) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. The Series 2016A Bonds or portions thereof specified in said notice to be optionally redeemed shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2016A Bonds to be optionally redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2016A Bonds shall cease to accrue and become payable to the registered owners entitled to payment thereof. No redemption notice shall be required with respect to the Series 2016A Bonds that are subject to mandatory redemption.

If the date for payment of the principal of, or interest on this Series 2016A Bond shall be a day which is not a Business Day pursuant to the Bond Resolution, then the date for such payment shall be the next succeeding Business Day and payment on such succeeding Business Day shall have the same force and effect as if made on the nominal date of payment.

This Series 2016A Bond is transferable, as provided in the Bond Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Registrar by the Registered Owner hereof in person, or by his duly authorized attorney, upon surrender of this Series 2016A Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new registered Bond or Bonds, of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Bond Resolution, and upon payment of the charges therein prescribed. The Authority, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Series 2016A Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and the interest due hereon and for

all other purposes. This Series 2016A Bond is issuable in the form of a fully registered bond without coupons in the denomination of the par amount of this Series 2016A Bond.

The Authority has entered into an Interlocal Agreement with the Florida Department of Transportation ("FDOT") effective June 11, 2014 in which the parties have agreed to discontinue the obligations of the FDOT under the existing Lease Purchase Agreement ("LPA") after July 1, 2028. The parties have also agreed to terminate the LPA upon the earlier of the defeasance, redemption or payment in full of the Authority bonds issued and outstanding as of the effective date of the Interlocal Agreement or the receipt of sufficient Holder consents to such termination. Upon termination of the LPA, title to the Expressway System shall remain vested in the Authority.

By purchasing and accepting delivery of this Series 2016A Bonds, the holder of this Series 2016A Bonds shall be deemed to have consented to amend the terms and provisions of the LPA to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the LPA in connection with any additional modifications, amendments or supplements to the LPA.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in connection with the issuance of this Series 2016A Bonds, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Series 2016A Bond is in full compliance with all constitutional and statutory limitations, provisions and restrictions.

This Series 2016A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication endorsed hereon shall have been duly executed by the Trustee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Central Florida Expressway Authority has caused this Series 2016A Bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman (or Vice Chairman) of the Central Florida Expressway Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of the Secretary (or Assistant Secretary).

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(SEAL)

By: _____
its _____

ATTESTED AND COUNTERSIGNED:

By: _____
its [Assistant] Secretary

REGISTRAR'S CERTIFICATION OF AUTHENTICATION

This is one of the Series 2016A Bonds of the issue described in the within-mentioned Bond Resolution.

_____, AS REGISTRAR

By _____
Authorized Signature

Date of Authentication: [April 26], 2016.

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto

_____

(PLEASE PRINT OR TYPEWRITE NAME, SOCIAL SECURITY NUMBER. OR OTHER IDENTIFYING NUMBER OF ASSIGNEE AND ADDRESS INCLUDING ZIP CODE OF ASSIGNEE)

_____

the within Series 2016A Bond of the Central Florida Expressway Authority and hereby irrevocably constitutes and appoints

_____ attorney to transfer the said Series 2016A Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security Number or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants in the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

[End of Series 2016A Bond Form]

SECTION 4.09. Book-Entry Only System.

A. The Series 2016A Bonds when initially issued shall be registered in the name of Cede & Co., or such other name as may be requested by an authorized representative of the Depository Trust Company (*"DTC"*), as nominee of DTC, in the form of a single fully registered Bond for each maturity of the Series 2016A Bonds. DTC is hereby appointed initial securities depository for the Series 2016A Bonds, subject to the provisions of subsection (B) of this Section. So long as DTC or its nominee, as securities depository, is the Holder of Series 2016A Bonds, individual purchases of beneficial ownership interests in such Series 2016A Bonds may be made only in book form by or through DTC participants, and purchasers of such beneficial ownership interest in Series 2016A Bonds will not receive physical delivery of bond certificates representing the beneficial ownership interests purchased. So long as DTC or its nominee, as securities depository, is the Holder of Series 2016A Bonds, payments of principal and the redemption price of and premium (if any) and interest on such Series 2016A Bonds will be made by wire transfer to DTC or its nominee, or otherwise pursuant to DTC's rules and procedures as may be agreed upon by the Authority, the Paying Agent and DTC. Transfers of principal, the redemption price and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of Series 2016A Bonds by DTC participants will be the responsibility of such participants, indirect participants and other nominees of such beneficial owners. So long as DTC or its nominee, as securities depository, is the Holder of Series 2016A Bonds, the Authority shall send, or cause the Paying Agent to send, or take timely action to permit the Paying Agent to send to DTC notice of redemption of such Series 2016A Bonds and any other notice required to be given to Holders of Series 2016A Bonds pursuant to the Resolution, as supplemented herein, in the manner and at the times prescribed by the Resolution, as supplemented herein, or otherwise pursuant to DTC's rules and procedures or as may be agreed upon by the Authority, the Paying Agent (if applicable) and DTC.

Neither the Authority nor any fiduciary shall have any responsibility or obligation to the DTC participants, beneficial owners or other nominees of such beneficial owners for (i) sending transaction statements; (ii) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any DTC participant, indirect participant or other nominees of such beneficial owners; (iii) payment or the timeliness of payment by DTC to any DTC participant, indirect participant or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owner of any amount due in respect of the principal or the redemption price of or interest on Series 2016A Bonds; (iv) delivery or timely delivery by DTC to any DTC participant or indirect participant, or by any DTC participant, indirect participant or other nominees of beneficial owners to any beneficial owners of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Resolution, as supplemented herein to be given to Holders of Series 2016A Bonds; (v) the selection of the beneficial owners to receive payment in the event of any partial redemption of Series 2016A Bonds; or (vi) any action taken by DTC or its nominee as the Holder of the Series 2016A Bonds.

Notwithstanding any other provisions of the Master Bond Resolution to the contrary, the Authority, the Paying Agent and each other fiduciary shall be entitled to treat and consider the Holder in whose name each Series 2016A Bond is registered in the registration books of as the absolute Holder of such Series 2016A Bond for the purpose of payment of principal or the redemption price of and premium (if any) and interest on such Series 2016A Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2016A Bond, for the purpose of registering transfers with respect to such Series 2016A Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal and the redemption price of and premium (if any) and interest on the Series 2016A Bonds only to or upon the order of the respective Holders, as shown on the registration books as provided in the Master Bond Resolution, as supplemented by this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal or the redemption price of and premium (if any) and interest on the Series 2016A Bonds to the extent of the sum or sums so paid.

Notwithstanding any other provisions of the Master Bond Resolution, as supplemented by this Resolution, so long as any Series 2016A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal or the redemption price of and interest on such Series 2016A Bond and all notices with respect to such Series 2016A Bond shall be made and given, respectively, pursuant to DTC rules and procedures.

Payments by the DTC participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC participant and not of DTC, the Paying Agent or the Authority, subject to any statutory and regulatory requirements as may be in effect from time to time.

Provisions similar to those contained in this subsection (A) may be made by the Authority in connection with the appointment by the Authority of a substitute securities depository, or in the event of a successor to any securities depository.

B. The Authority shall issue Series 2016A Bond certificates (the *"Replacement Bonds"*) directly to the beneficial owners of the Series 2016A Bonds, or their nominees, in the event that DTC determines to discontinue providing its services as securities depository with respect to such Series 2016A Bonds, at any time by giving notice to the Authority, and the Authority fails to appoint another qualified securities depository to replace DTC, In addition, the Authority shall issue Replacement Bonds directly to the beneficial owners of the Series 2016A Bonds, or their nominees, in the event the Authority discontinues use of DTC as securities depository at any time upon determination by the Authority, in its sole discretion and without the consent of any other person, that beneficial owners of the Series 2016A Bonds shall be able to obtain certificated Series 2016A Bonds.

C. In connection with any notice of redemption provided in accordance with the Master Bond Resolution, as supplemented by this Resolution, notice of such redemption shall also be sent by the Paying Agent by first class mail, overnight delivery service or other secure overnight means, postage prepaid, to any Rating Agency then maintaining a rating with respect to the Series 2016A Bonds and to the Repository, in accordance with applicable rules and regulations then in effect, in each case not later than the mailing of notice required herein.

SECTION 4.10. Redemption Prices and Terms.

A. Optional Redemption. The Series 2016A Bonds shall be subject to such optional redemption provisions as and to the extent such optional redemption is subsequently provided for in the Final Official Statement approved by the Chairman or the Vice Chairman pursuant to the authority provided herein.

B. Mandatory Redemption. The Series 2016A Bonds may also be subject to mandatory redemption to satisfy sinking fund installments as and to the extent such mandatory redemption is subsequently provided in the Final Official Statement approved by the Chairman or Vice Chairman pursuant to the authority provided herein.

C. Selection of Bonds to be Redeemed or Purchased. If and to the extent that less than all of the Series 2016A Bonds are to be redeemed or purchased in lieu thereof, the maturities (including CUSIP numbers within a maturity to the extent that there are multiple Series 2016A Bonds with the same maturity) and principal amounts of each such maturity to be redeemed or purchased (other than from sinking fund installments which shall be made from the corresponding maturities designated as provided above) shall be selected by the Authority, and in the event less than all of the Series 2016A Bonds of an entire maturity or a series thereof are redeemed or purchased, the Series 2016A Bonds of such maturity shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2016A Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple of $5,000 in excess thereof, and in selecting portions of such Series 2016A Bonds for redemption or purchase, the Trustee shall treat each such Series 2016A Bond as representing that number of Series 2016A Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2016A Bond to be redeemed or purchased in part by $5,000.

SECTION 4.11. Notice of Redemption. To the extent applicable to the Series 2016A Bonds, any redemption of the Series 2016A Bonds shall be subject to the requirements of the Master Bond Resolution, provided however, that (a) the provisions of Section 3.2 of the Master Bond Resolution regarding notice of redemption is required solely with respect to the exercise by the Authority of its right to optionally redeem the Series 2016A Bonds, and (b) the thirty (30) day notice period set forth in Section 3.2 of the Master Bond Resolution for the notice of optional redemption of the Series 2016A Bonds is hereby changed to twenty (20) days with respect to the Series 2016A Bonds.

So long as DTC is effecting book-entry transfers of the Series 2016A Bonds and to the extent that the Series 2016A Bonds are subject to redemption, the Paying Agent

shall provide the redemption notices referenced in this Section 4.11 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2016A Bond to notify the beneficial owner of the Series 2016A Bond so affected, shall not affect the validity of any applicable redemption of such Series 2016A Bond.

To the extent applicable to the Series 2016A Bonds, any notice of optional redemption given pursuant to this Section 4.11 shall state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the Redemption Date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Holders of Series 2016A Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

ARTICLE V

SALE OF SERIES 2016A BONDS

SECTION 5.01. Competitive Sale. The Authority has determined that the Series 2016A Bonds will be more advantageously sold upon the taking of public bids. Consequently, the Series 2016A Bonds shall be offered by means of an Official Notice of Sale, and such bonds shall be sold to the responsible bidder who makes the best responsive bid therefor, after publication of an Official Notice of Sale once at least 15 days before the date of sale in a financial publication generally circulated throughout the State of Florida or which the Financial Advisor advises is expected to be disseminated among perspective bidders for the Series 2016A Bonds. The Official Notice of Sale with respect to the Series 2016A Bonds shall require that (i) the purchase price of such Series 2016A Bonds shall be no less than the aggregate principal amount thereof; and (ii) such Series 2016A Bonds shall otherwise conform to the requirements specified in this Resolution. The form of Official Notice of Sale, attached hereto as **EXHIBIT A** is hereby approved, and the Chairman, Vice Chairman or other Authorized Officer is hereby authorized to publicize the notice and award the sale pursuant thereto and pursuant to a Certificate of Award, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made to such form by the Chairman, Vice Chairman or Authorized Officer of the Authority executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval.

SECTION 5.02. Trustee, Paying Agent and Registrar Agreement. The form of the Trustee, Paying Agent and Registrar Agreement with respect to the Series 2016A Bonds attached hereto as **EXHIBIT B** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in

such form of Trustee, Paying Agent and Registrar Agreement by an Authorized Officer of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. Wells Fargo Bank, N.A. is hereby designated as the initial Trustee, Paying Agent and Registrar under each Trustee, Paying Agent and Registrar Agreement for the Series 2016A Bonds issued hereunder and shall serve until it resigns or is removed and a successor Trustee, Paying Agent and Registrar is appointed for the Series 2016A Bonds as provided in the Trustee, Paying Agent and Registrar Agreement. The Chairman, Vice Chairman or other Authorized Officer is authorized to approve the form of and to execute on behalf of the Authority the Trustee, Paying Agent and Registrar Agreement for each Series of Bonds, in accordance with the requirements of this Section 5.02.

SECTION 5.03. Preliminary Official Statement. The form of the Preliminary Official Statement relating to the Series 2016A Bonds, attached hereto as **EXHIBIT C** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of the Preliminary Official Statement by the officers of the Authority executing the same, in a manner consistent with the terms of this Resolution. Copies of such Preliminary Official Statement are authorized to be distributed in physical form or electronic format to persons who may be interested in purchasing the Series 2016A Bonds. The Chairman, Vice Chairman, or other Authorized Officers of the Authority are hereby authorized to certify, on behalf of the Authority, that the Preliminary Official Statement was deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by said Rule). An Authorized Officer of the Authority is hereby authorized and directed for and in the name and on behalf of the Authority, to prepare and sign an Official Statement in its final form, including the final pricing information, and the purchaser of the Series 2016A Bonds is hereby authorized and directed to deliver copies of such Official Statement in final form to all subsequent purchasers of the Series 2016A Bonds.

SECTION 5.04. Continuing Disclosure Agreement. The Continuing Disclosure Agreement, attached hereto as **EXHIBIT D** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of the Continuing Disclosure Agreement by an Authorized Officer of the Authority executing the same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman, Vice Chairman or an Authorized Officer of the Authority are hereby authorized to execute the Continuing Disclosure Agreement on behalf of the Authority in substantially the form attached hereto with such changes, insertions, omissions and filling of blanks therein as such officer shall approve in a manner consistent with the terms of this Resolution.

SECTION 5.05 Approval of Form of Escrow Deposit Agreement; Designation of Escrow Agent; Designation of Verification Agent. The form of the Escrow Deposit Agreement attached hereto as **EXHIBIT E** is hereby approved, subject to the changes, insertions and omissions and filling of blanks therein as may be approved and made in such form of Escrow Deposit Agreement by the officers of the Authority executing the

same, in a manner consistent with the terms of this Resolution, such execution to be conclusive evidence of such approval. The Chairman or Vice Chairman or an Authorized Officer of the Authority is hereby authorized to execute the Escrow Deposit Agreement on behalf of the Authority with respect to the Refunded Bonds. Wells Fargo Bank, National Association is hereby designated as the Escrow Agent under the Escrow Deposit Agreement. An Authorized Officer is hereby authorized to designate the Verification Agent to provide verification services with respect to amounts deposited with the Escrow Agent pursuant to the Escrow Deposit Agreement.

SECTION 5.06. 2016A Reserve Account Credit Facility. The Authority hereby approves the selection of the 2016A Reserve Facility Provider as the provider of the 2016A Reserve Account Credit Facility, authorizes the delivery by the 2016A Reserve Facility Provider of the 2016A Reserve Account Credit Facility, and the payment of the premium associated with the 2016A Reserve Account Credit Facility. The determination of whether to obtain the 2016A Reserve Account Credit Facility for all or a portion of the 2016A Bonds shall be made by the Chairman or Vice Chairman or an Authorized Officer of the Authority based upon the advice of the Financial Advisor. The Chairman, Vice Chairman or Authorized Officer of the Authority is hereby authorized to execute on behalf of the Authority any and all documents, instruments, certificates and agreements in connection with the purchase and delivery of the 2016A Reserve Account Credit Facility with such changes, insertions and omissions and filling of blanks therein as may be approved and made to such documents, instruments, certificates and agreements by the Chairman, Vice Chairman or Authorized Officer of the Authority executing the same, in a manner consistent with the provisions of this Resolution, such execution to be conclusive evidence of such approval.

ARTICLE VI

TAX COMPLIANCE AND REBATE PROVISIONS

SECTION 6.01. The Series 2016A Rebate Fund. There is hereby created and established a fund to be known as the "Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A Rebate Fund" (the *"Series 2016A Rebate Fund"*). The Series 2016A Rebate Fund shall be maintained with the Paying Agent and shall be kept separate and apart from all other funds of the Authority, and used for the purpose and in the manner provided in this Section, and shall be and constitute a trust fund for such purposes. The Series 2016A Bonds, including any additional Bonds or refunding Bonds hereafter issued pursuant to and within the terms, limitations and conditions contained in the Master Senior Lien Bond Resolution, as supplemented by this Resolution, shall have no lien on or pledge of the moneys at any time or from time to time on deposit in the Series 2016A Rebate Fund and the moneys in the Series 2016A Rebate Fund shall be available for use only as herein provided. The Authority shall use moneys deposited in the Series 2016A Rebate Fund only for the payment of the Rebate Amount with respect to the Series 2016A Bonds to the United States. Funds on deposit in the Series 2016A Rebate Fund in excess of the Rebate Amount, however, may be

withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon Bond Counsel's Opinion with respect thereto.

If any amount shall remain in the Series 2016A Rebate Fund after payment in full of the Series 2016A Bonds issued hereunder and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amount shall be available to the Authority for any lawful purpose.

Notwithstanding any other provision of this Resolution or the Master Senior Lien Bond Resolution, including in particular Section 5.1 of the Master Senior Lien Bond Resolution, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 6.02 hereof and this Section 6.01 shall survive the defeasance or payment in full of the Series 2016A Bonds.

SECTION 6.02. Covenants Concerning Compliance with Tax Laws. In addition to any other requirements contained in the Master Senior Lien Bond Resolution, the Authority hereby covenants and agrees, for the benefit of the Holders from time to time of the Series 2016A Bonds, to comply with the requirements contained in the Code to the extent necessary, and any other requirements which, in Bond Counsel's Opinion, are necessary to preserve the exclusion of interest on the Series 2016A Bonds from the gross income of the owners thereof for federal income tax purposes throughout the term of the issue.

SECTION 6.03. Amendments to Article VI. Any provision of this Resolution or of the Master Senior Lien Bond Resolution to the contrary notwithstanding, the provisions of this Article VI may be amended from time to time without the consent of the Paying Agent or the Holder upon delivery to the Paying Agent of a Bond Counsel's Opinion to the effect that such amendment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2016A Bonds.

ARTICLE VII

ESTABLISHMENT OF CERTAIN ACCOUNTS

SECTION 7.01. Series 2016A Cost of Issuance Account. The Authority hereby establishes with the Trustee for the Series 2016A Bonds the "Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A Cost of Issuance Account" (the *"Series 2016A Cost of Issuance Account"*) as a separate account under the Master Senior Lien Bond Resolution. Proceeds of the Series 2016A Bonds, and any other monies of the Authority, if any, deposited into the Series 2016A Cost of Issuance Account shall be used only for the payment of costs of issuance associated with the issuance of the Series 2016A Bonds, and until applied to the payment of such costs, shall be held by the Trustee and be subject to a lien and charge in favor of the Holders and for the further security of such Holders. Any funds remaining on deposit in the Series 2016A Cost of Issuance Account after the payment of all costs of issuance of the Series 2016A Bonds shall be transferred to the Interest Account of the Sinking Fund to be used for purposes of paying interest on the Series 2016A Bonds.

SECTION 7.02. Reserve for Series 2016A Bonds. In connection with the issuance of the Series 2016A Bonds, the Authority hereby authorizes the following alternatives in connection with the establishment of a reserve for the Series 2016A Bonds (hereinafter collectively referred to as the *"Series 2016A Reserve"*):

(a) the use of the Debt Service Reserve Account that has been established with the Trustee pursuant to the Master Bond Resolution as a common reserve for one of more Series of Bonds, or

(b) the establishment with the Trustee of the "Central Florida Expressway Authority 2016A Bonds Debt Service Reserve Subaccount" (the "Series 2016A Reserve") as a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution.

The Authority hereby delegates to an Authorized Officer the authority to make the determination of (i) the amount of the Debt Service Reserve Requirement for the Series 2016A Bonds, and (ii) whether to use alternative (a) or (b) set forth above, which shall determinations shall be communicated to the Trustee in writing. In making such determinations, the Authorized Officer may rely on the written advice of the Financial Advisor as to the choice of an alternative.

The Debt Service Reserve Requirement with respect to the Series 2016A Bonds shall be determined on the Sale Date. The Series 2016A Reserve may be funded by the Authority through the deposit of available money, proceeds of the Series 2016A Bonds, a 2016A Reserve Credit Facility, or any combination of thereof. The Series 2016A Reserve shall be fully funded by the Authority on or before sixty (60) months following the date that the Series 2016A Bonds are issued. If the Series 2016A Reserve is to be funded in installments as provided in this paragraph: (i) the Authority shall make substantially equal monthly installments in order that the amounts on deposit therein and available amounts under any 2016A Reserve Credit Facility at the end of such period shall equal the Debt Service Reserve Requirement, and (ii) the deposits required to be made to the Series 2016A Reserve pursuant to the foregoing may be limited to the amount which will be sufficient to pay the required monthly installments specified in such resolution, plus an additional amount necessary to make up any deficiencies caused by withdrawals or resulting from the valuation of investments of funds on deposit therein.

Application of amounts drawn on the 2016A Reserve Credit Facility or funds deposited in the Series 2016A Reserve, as applicable, shall be in accordance with the Master Bond Resolution unless otherwise provided herein. To the extent that the Authority elects to utilize alternative (a) above, the Series 2016A Reserve shall secure the Series 2016A Bonds and any additional Bonds subsequently issued by the Authority that are also secured by the amounts on deposit in the Debt Service Reserve Account. To the extent that the Authority elects to utilize alternative (b) above, the Series 2016A Reserve shall be pledged solely to secure the repayment of the Series 2016A Bonds, and Holders of the Series 2016A Bonds shall not be secured by any other money on deposit in the Debt Service Reserve Account.

SECTION 7.03. Additional Funds, Accounts and Subaccounts. The Authority may, by certificate of an Authorized Officer and based on the advice of the Financial Advisor, establish separate funds, accounts or subaccounts associated with the Series 2016A Bonds, as the Authority may reasonably determine are necessary or desirable.

ARTICLE VIII

[RESERVED]

ARTICLE IX

TRUSTEE PROVISIONS

SECTION 9.01. Duty to Act. The Trustee shall not be under any obligation to institute any suit, take any remedial proceeding under this Resolution or the Master Senior Lien Bond Resolution or to enter any appearance or in any way defend in any suit in which it may be made defendant or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder until it shall be indemnified to its satisfaction against any and all reasonable cost and expenses, outlays and counsel fees and other disbursements and against all liability not due to its misconduct, negligence or bad faith.

SECTION 9.02. Limitations on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority to perform any act required by this Resolution or the Master Senior Lien Bond Resolution. The Trustee shall not be liable in connection with the performance of its duties under this Resolution or the Master Senior Lien Bond Resolution except for its own misconduct, negligence or bad faith.

SECTION 9.03. Compensation. The Authority shall pay to the Trustee such reasonable compensation as shall be agreed upon between the Authority and the Trustee.

SECTION 9.04. Reliance. The Trustee shall be protected and shall incur no liability for acts or omissions made in good faith, reasonably and in accordance with the terms of this Resolution, upon any resolution, order, notice, request, consent, waiver, or other paper or document which it shall, in good faith, reasonably believe to be genuine and to have been adopted and signed by the proper board or person or to have been prepared and furnished pursuant to the provisions of this Resolution. The Trustee shall not be responsible for determining what are Permitted Investments.

SECTION 9.05. Resignation. The Trustee may resign and thereby become discharged from the trust created under this Resolution or the Master Senior Lien Bond Resolution by notice, in writing, to be given to the Authority not less than ninety (90) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment and acceptance of a successor trustee pursuant to Section 8.07 hereof if said appointment and acceptance shall be before the time specified by such notice.

SECTION 9.06. Removal. The Trustee may be removed at any time by the Authority in accordance with the terms of the Trustee, Paying Agent and Registrar Agreement referenced in Section 5.02 hereof. Written notice of such removal shall be provided to the Holders by the Authority.

SECTION 9.07. Successor Trustee.

A. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator thereof, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of Trustee shall become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall, within thirty (30) days, appoint a successor Trustee to fill such vacancy. The Trustee appointed under this section shall be a bank or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity. Any such successor Trustee shall have combined capital, surplus, and undivided profits of at least $50,000,000. Anything contained in this Resolution to the contrary notwithstanding, no resignation or removal shall become effective until a successor has been appointed and accepted the responsibilities hereunder.

B. Every successor Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment, and thereupon such successor Trustee without further act, deed, or conveyance, shall become fully vested with all monies, estates, properties, rights, immunities, powers and trusts, and subject to all the duties and obligations of its predecessor, with like effect as if originally named as such Trustee; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to Section 9.03, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor; and every predecessor Trustee shall deliver all property and moneys held by it under this Resolution to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall, on request, be executed, acknowledged and delivered by the Authority.

SECTION 9.08. Mergers and Consolidations. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee shall sell or transfer all or substantially all of the bond administration portion of its corporate trust business, provided such company shall be a bank, or trust company eligible under the laws of the State of Florida to accept trusts and operate in a fiduciary capacity, shall be successor to the Trustee without the execution or filing of any paper or performance of any further act.

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Authorizations. The Chairman or the Vice Chairman is hereby authorized to countersign the Series 2016A Bonds by his or her manual or facsimile signature in the manner provided herein. The Chairman, Vice Chairman, Secretary, Assistant Secretaries, Executive Director, Chief Financial Officer or other Authorized Officer, are each hereby authorized and directed, individually or with others pursuant to their direction or authorization, to execute such other documents, certificates, instruments, contracts, and agreements whether or not expressly contemplated hereby, and to execute and do all acts and things required by the provisions of this Resolution as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution. The Chairman, the Secretary, Assistant Secretaries, Executive Director, and Chief Financial Officer of the Authority are hereby designated as the Authorized Officers of the Authority charged with the responsibility of issuing the Series 2016A Bonds. In the absence or unavailability of the Chairman, the Vice Chairman is hereby authorized to act in his place. If any officer of the Authority who has signed the Series 2016A Bonds or any other documents, certificates, instruments, contracts, and agreements in furtherance of this Resolution shall cease to hold such office before the delivery date of such Series 2016A Bonds, documents, certificates, instruments, contracts, and agreements, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery.

SECTION 10.02. Parties Interested Herein. Nothing in this Resolution, expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Trustee, the Paying Agent, and the registered owner of the Series 2016A Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution, by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Paying Agent, and the registered owner of the Series 2016A Bonds.

SECTION10.03. Controlling Law; Members; Members of Authority not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Authority in his or her individual capacity, and neither the members of the Governing Body of the Authority nor any official executing the Series 2016A Bonds shall be liable personally on the Series 2016A Bonds or under this Resolution or shall be subject to any personal liability or

accountability by reason of the issuance of the Series 2016A Bonds or the execution thereof by the Authority or such officers thereof.

SECTION 10.04. Consent to Amendments to Lease Purchase Agreement. By purchasing and accepting delivery of the Series 2016A Bonds, the holder of the Series 2016A Bonds issued hereunder shall be deemed to have consented to amend the terms and provisions of the LPA to discontinue the Department's payment obligations for operations and/or maintenance of certain portions of the Expressway System effective on July 1, 2028. The Authority shall comply with the terms of the LPA in connection with any additional modifications, amendments or supplements to the LPA.

SECTION 10.05. Effective Date. This Resolution shall become effective upon approval.

[SIGNATURES FOLLOW NEXT PAGE]

This Resolution was approved and adopted by the Central Florida Expressway Authority on March 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Welton Cadwell, Chairman

ATTEST:

By:_____
Darleen Mazzillo, Assistant Secretary

Signed:

_____

Based upon review by Issuer's Counsel acting upon the direction of General Counsel, this Resolution is approved as to form and legal sufficiency for the sole use and reliance of the Authority and its Board.

EXHIBIT A

FORM OF OFFICIAL NOTICE OF SALE

[Attached]

EXHIBIT "A"

OFFICIAL NOTICE OF SALE
**$_____*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REFUNDING REVENUE BONDS, SERIES 2016A**

NOTICE IS HEREBY GIVEN that electronic bids only for the purchase of $_____* Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds") will be received by the Central Florida Expressway Authority ("CFX") on the date and up to the time specified below:

Sale Date:	March 29, 2016, (unless rescheduled as provided herein).
Sale Time:	11:00 a.m., local Orlando, Florida Time.
Electronic Bids:	Must be submitted through ***PARITY***® as described below. **No other form of bid or provider of electronic bidding services will be accepted.**

Bids will be received for the purchase of all, but not less than all, of the Series 2016A Bonds. The Series 2016A Bonds are more particularly described in the Preliminary Official Statement dated March 14, 2016 (the "Preliminary Official Statement") relating to the Series 2016A Bonds, available at CFX's website, https://www.cfxway.com/CorporateInformation/InvestorRelations.aspx, and at http://www.munios.com.

Consideration of the bids and the award will be made by CFX on the Sale Date (as set forth above). CFX reserves the right to adjust the aggregate principal amount and principal amounts of each maturity of the Series 2016A Bonds being offered, to change the terms of the Series 2016A Bonds, to postpone the sale of the Series 2016A Bonds to a later date, or to cancel the sale of the Series 2016A Bonds as further described herein. See, "ADJUSTMENT OF PRINCIPAL AMOUNT OF SERIES 2016A BONDS" and "POSTPONEMENT OR AMENDMENT" herein.

TERMS OF THE SERIES 2016A BONDS

The Series 2016A Bonds will be dated as of the date of delivery, expected to be on or about April 26, 2016, and will bear interest at the rate or rates per annum specified by the successful bidder as hereinafter provided. Interest on the Series 2016A Bonds will accrue from the dated date and will be payable July 1and semiannually thereafter on each January 1 and July 1 until maturity. The Series 2016A Bonds will mature on July 1 as follows:

Year	Amount	Year	Amount

The Series 2016A Bonds will be issued in fully registered form without coupons. Series 2016A Bonds representing the aggregate principal amount of the Series 2016A Bonds maturing in each year will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") which will act as a securities depository of the Series 2016A Bonds. Individual purchases of the Series 2016A Bonds will be made in book-entry form only in the principal amount of $5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates. Principal and interest are payable by CFX to DTC or its nominee as registered owner of the Series 2016A Bonds. The successful bidder, as a condition of delivery of the Series 2016A Bonds, will be required to deposit the Series 2016A Bonds with DTC.

Term Bond Option. Bidders shall have the option of designating Series 2016A Bonds maturing in any year as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within twenty four (24) hours of the Series 2016A Bonds sale.

BIDDING PARAMETERS TABLE [1] *

INTEREST		PRICING	
Dated Date:	Date Of Delivery	Max. Aggregate Bid Price:	115%
Anticipated Date Of Delivery:	April 26, 2016	Min. Aggregate Bid Price:	98.5%
Interest Payment Dates:	January 1 and July 1		
First Interest Payment Date:	July 1, 2016	Max. Reoffering Price (each maturity):	No Limit
Coupon Multiples:	1/8 or 1/20 of 1%	Min. Reoffering Price (each maturity):	98.5%
High Coupon per Maturity:	5.0%	Maximum TIC:	N/A
Low Coupon per Maturity:	**N/A**	Maximum Difference Between Coupons:	N/A

PRINCIPAL		PROCEDURAL	
Optional Redemption:	Series 2016A Bonds due on or after July 1, 2027, callable on July 1, 2026 and thereafter at par.	Sale Date and Time:	March 29, 2016; 11:00 a.m. Local Orlando, FL Time
Post-bid Principal increase maximum by maturity:	15%	Bid Submission:	Electronic bids through *PARITY*® only
Post-bid Principal reduction maximum by maturity:	15%	All or None?	Yes
Term Bonds:	Any two or more consecutive maturities may be designated as Term Bonds	Bid Award Method:	Lowest TIC
Good Faith Deposit:	$[_____]*; As more fully described on Page ____ "GOOD FAITH DEPOSIT"	Bid Confirmation:	Email confirmation
		Awarding of Bid:	On the Sale Date by the Authority

[1] If numerical or date references contained in the body of this Official Notice of Sale conflict with the Bidding Parameters Table, the Bidding Parameters Table of this Official Notice of Sale shall control. Consult the body of this Official Notice of Sale for a detailed explanation of the Terms contained in the Bidding Parameters Table, including interpretation of such items and methodologies used to determine such items.

* Preliminary, subject to change

Contact Information

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

Lisa Lumbard, Chief Financial Officer
Phone: (407) 690-5352
Email: Lisa.Lumbard@CFXWay.com

Joe Passiatore, General Counsel
Phone: (407) 690-5000
Email: Joe.Passiatore@CFXWay.com

Broad and Cassel (Bond Counsel)
390 North Orange Avenue, Suite 1400
Orlando, Florida 32804

Joseph B. Stanton, Partner
Phone: (407) 839-4200
Email: jstanton@broadandcassel.com

Jo O. Thacker, Partner
Phone: (407) 839-4200
Email: jthacker@broadandcassel.com

I-Deal/ *Parity*® (Electronic Bidding Platform)
Client Services
Phone: (212) 849-5021
Email: parity@i-deal.com

Public Financial Management, Inc. (Financial Advisor)
300 S. Orange Avenue, Suite 1170
Orlando, Florida 32801

Brent Wilder, Managing Director
Phone: (407) 406-5761
Email: wilderb@pfm.com

Hope Davidson, Senior Managing Consultant
Phone: 407-406-5772
Email: davidsonm@pfm.com

National Minority Consultants, Inc. (Financial Advisor)
16680 Lake Pickett Road
Orlando, Florida 32820

Sylvia Seaton Dunlap, President
Phone: (407) 568-0818
Email: sseatondun@nationalminorityconsultants.com

PRIOR REDEMPTION OF SERIES 2016A BONDS

Mandatory Redemption –Term Bonds. Principal designated by the original Purchaser of the Series 2016A Bonds as a term maturity shall be subject to mandatory redemption in part, by lot, at par plus accrued interest on the redemption dates corresponding to the maturities hereinabove scheduled. When Series 2016A Bonds constituting term bonds are purchased by CFX and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the Series 2016A Bond constituting a term bond affected shall be reduced by the principal amount of the Series 2016A Bond so redeemed or purchased in the order determined by CFX.

Optional Redemption. Series 2016A Bonds maturing on or before July 1, 2026 shall not be subject to redemption prior to their respective maturity date. The Series 2016A Bonds on or after July 1, 2027 are subject to optional redemption by CFX in whole or in part at any time on or after July 1, 2026, in such order as CFX may determine and by lot within any maturity, at a

redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Notice of redemption of any Series 2016A Bond shall be given by the Registrar on behalf of CFX mailing a copy of an official redemption notice by first class mail, postage prepaid, at least twenty (20) days prior to the date fixed for redemption to each Holder of Series 2016A Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of Series 2016A Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Series 2016A Bonds to be redeemed.

Every official notice of redemption shall be dated and shall state: (a) the redemption date, (b) the redemption price of the Series 2016A Bonds to be redeemed, (c) if less than all outstanding Series 2016A Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Series 2016A Bond to be redeemed, (d) that on the redemption date the redemption price will become due and payable upon each such Series 2016A Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (e) that such Series 2016A Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price plus accrued interest at the office of the Paying Agent.

ADJUSTMENT OF PRINCIPAL AMOUNTS OF SERIES 2016A BONDS

The preliminary aggregate principal amount of the Series 2016A Bonds and the preliminary principal amount of each maturity of the Series 2016A Bonds as set forth above in TERMS OF THE SERIES 2016A BONDS may be revised before the receipt of electronic bids for their purchase. **ANY REVISIONS TO THE PRELIMINARY AMOUNTS WILL BE ANNOUNCED THROUGH THE MUNICIPAL MARKET MONITOR ("TM3") (www.tm3.com) NOT LATER THAN 9:00 A.M., LOCAL ORLANDO, FLORIDA TIME, ON THE DAY ANNOUNCED FOR RECEIPT OF BIDS.** Bidders shall submit bids based on the preliminary amounts, as may be revised (the "Bid Amounts"). Bid Amounts will be used to compare bids and select a winning bidder.

If, after final computation of the bids, CFX determines in its sole discretion that the funds necessary to accomplish the purposes for which the Series 2016A Bonds are being issued are either more or less than the proceeds of the sale, CFX reserves the right to increase or decrease any maturity amount of the Series 2016A Bonds by an amount not to exceed 15% of the stated amount of each such maturity and correspondingly adjust the issue size of the Series 2016A Bonds (all calculations to be rounded to the nearest $5,000).

In the event of any such adjustment, no rebidding or recalculation of the bid submitted will be required or permitted. If necessary, the total purchase price of the Series 2016A Bonds will be increased or decreased in direct proportion to the ratio that the adjustment bears to the aggregate principal amount of the Series 2016A Bonds specified herein; and the Series 2016A

Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yields as specified in the bid of the successful bidder. However, the award will be made to the bidder whose bid produces the lowest true interest cost ("TIC"), calculated as specified in the section entitled "AWARD OF BONDS" herein, solely on the basis of the Series 2016A Bonds offered pursuant to the Bid Amounts, without taking into account any adjustment in the amount of the Series 2016A Bonds set forth in the Bid Amounts. **THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. IN READJUSTING THE PRINCIPAL AMOUNT OF THE SERIES 2016A BONDS FOLLOWING THE AWARD, CFX WILL HOLD CONSTANT THE BIDDER'S GROSS SPREAD PER $1,000 OF SERIES 2016A BONDS AS INDICATED IN THE ORIGINAL BID.** In this process, however, CFX reserves the right to adjust the actual dollar amount of the Bidder's gross spread resulting from an upward or downward adjustment of the Bid Amounts.

SECURITY AND PURPOSE

The Series 2016A Bonds are one of a duly authorized issue of notes designated "Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A" (the "Series 2016A Bonds") issued by CFX under the authority of and pursuant to Chapter 348, Part III, Florida Statutes, as amended (the "Act"), and under and pursuant to an Amended and Restated Master Bond Resolution of CFX adopted on February 3, 2003, as supplemented from time to time and in particular, as supplemented by that certain Twentieth Supplemental Revenue Bond Resolution adopted by CFX on [March 10,] 2016 (collectively, the "Bond Resolution").

As provided in the Bond Resolution, the Series 2016A Bonds and the interest and premium, if any, hereon are payable solely from and secured by the monies received by CFX from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Bond Resolution. Capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

The Series 2016A Bonds are being issued for the purposes of: (a) refunding on an advanced basis all or portions of certain maturities of CFX's Outstanding Series 2007A Bonds (the "Refunded Bonds") (b) providing funds or paying the premium on the 2016A Reserve Credit Facility to be deposited into the 2016A Reserve Subaccount established hereunder with respect to the Series 2016A Bonds, and (c) paying the costs of issuance of the Series 2016A Bonds.

PROCEDURES FOR ELECTRONIC BIDDING

Bids may be submitted electronically for the purchase of the Series 2016A Bonds (all or none) via ***PARITY***® pursuant to this Official Notice of Sale on March 29, 2016 until 11:00 a.m., local Orlando, Florida time, but no bid will be received after such time. To the extent any instructions or directions set forth in ***PARITY***® conflict with this Official Notice of Sale, the

terms of this Official Notice of Sale shall control. For further information about ***PARITY®***, potential bidders may contact ***PARITY®*** by telephone at (212) 849-5021.

Disclaimer

Each prospective electronic bidder shall be solely responsible to submit its bid via ***PARITY®*** as described above. Each prospective electronic bidder shall be solely responsible to make necessary arrangements to access ***PARITY®*** for the purpose of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither CFX nor ***PARITY®*** shall have any duty or obligation to provide or assure access to ***PARITY®*** to any prospective bidder, and neither CFX nor ***PARITY®*** shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, ***PARITY®***. CFX is using ***PARITY®*** as a communication mechanism, and not as CFX's agent, to conduct the electronic bidding for the Series 2016A Bonds. CFX is not bound by any advice and determination of ***PARITY®*** to the effect that any particular bid complies with the terms of this Official Notice of Sale and, in particular, under the heading entitled "BID SPECIFICATIONS". All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via ***PARITY®*** are the sole responsibility of the bidders. CFX is not responsible, directly or indirectly, for any costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Series 2016A Bonds, the bidder should telephone ***PARITY®*** at i-Deal, LLC, (212) 849-5021, and notify CFX by telephone at (407) 690-5352 or email at Lisa.Lumbard@CFXWay.com.

Electronic Bidding Procedures

Electronic bids must be submitted for the purchase of the Series 2016A Bonds (all or none) via ***PARITY®***. Bids will be communicated electronically to CFX at 11:00 a.m., local Orlando, Florida time for the Series 2016A Bonds, on Tuesday, March 29, 2016. Prior to that time, an eligible prospective bidder may (1) submit the proposed terms of its bid via ***PARITY®***, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Series 2016A Bonds or (3) withdraw its proposed bid. Once the bids are communicated electronically via ***PARITY®*** to CFX, each bid will constitute an irrevocable offer to purchase the Series 2016A Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on ***PARITY®*** shall constitute the official time.

GOOD FAITH DEPOSIT

The successful bidder for the Series 2016A Bonds shall wire transfer to CFX _____ and 00/100 Dollars ($_____) (the "Good Faith Deposit") in immediately available funds as instructed by CFX's Financial Advisor, Public Financial Management, Inc. The successful bidder shall submit the Good Faith Deposit not more than three hours after verbal award is made. The successful bidder should provide evidence of the wire transfer by providing CFX the federal funds reference number as quickly as it is available. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and CFX may direct the next lowest bidder to submit a Good

Faith Deposit and thereafter may award the sale of the Series 2016A Bonds to the same. If the successful bidder fails to comply with the terms of its bid, the Good Faith Deposit may be retained by CFX as full liquidated damages; otherwise the amount thereof will be applied to the purchase price of the Series 2016A Bonds at the time of delivery. No interest on the Good Faith Deposit will accrue to the successful bidder.

BID SPECIFICATIONS

No bid for less than all maturities of the Series 2016A Bonds or for less than [ninety-eight and one-half percent (98.5%)] of the par value or greater than [one hundred fifteen percent (115%)] of the par value of the Series 2016A Bonds will be considered.

Bidders must specify the rate or rates of interest to be paid on the Series 2016A Bonds in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). Bidders may specify more than one rate of interest to be borne by the Series 2016A Bonds, but shall not specify more than one interest rate for any Series 2016A Bonds having the same maturity.

The maximum coupon interest rate for all maturities has been set by CFX at five percent (5.0%). Any changes to this bidding restriction will be communicated via TM3 and ***PARITY®***.

In the event multiple bids are received from a single bidder by any means or combination thereof, CFX shall accept the bid representing the lowest true interest cost, and each bidder agrees by submitting any bid to be bound by such best bid. Each bidder is requested, but not required, to state in its bid the total percentage NIC/TIC, which shall be considered as informative only and not binding on either the bidder or CFX. CFX reserves the right to reject any and all bids and to waive any irregularity or informality in any bid which does not have a material effect and whose waiver will not change the ranking of the bids received.

The successful bidder shall make a bona fide public offering of the Series 2016A Bonds at their respective initial reoffering prices and shall provide the related certification described below. The successful bidder must reasonably expect to sell to the public 10% or more in par amount of the Series 2016A Bonds at the initial reoffering prices. No bid will be accepted which would cause the Series 2016A Bonds to lose their tax-exempt status.

The winning bidder will be required to complete and sign the Truth-In-Bonding Statement, as set forth in section 218.385(2)(3) of the Florida Statutes and EXHIBIT A attached hereto, such statements should be submitted to the Chief Financial Officer of CFX (which may be via email at Lisa.Lumbard@CFXWay.com or via facsimile transmission (407) 690-5031) on the date bids are due and prior to award by CFX.

By submission of its bid, a bidder shall be deemed to have made the following representations:

(1) The bidder has received and reviewed the Preliminary Official Statement and as a condition to bidding on the Series 2016A Bonds, has determined that it can comply

with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) As of the date of its bid and as of the date of delivery of the Series 2016A Bonds, all members of the bidder's syndicate must either participate in The Depository Trust Company, New York, New York ("DTC") or clear through or maintain a custodial relationship with an entity that participates in said depository.

BOND INSURANCE OPTION

Bidders may, at their option, obtain a policy of municipal bond insurance guaranteeing the scheduled payment of the principal of and interest on all or any designated maturities of the Series 2016A Bonds when due. The responsibility for obtaining such policy and payment of the premium for such policy and the costs of any related ratings shall rest with the successful bidder and CFX will not be obligated to enter into any covenants or agreements with the insurer. Each bidder should indicate whether municipal bond insurance has been purchased and provide the name of the insurer.

CFX will provide information to municipal bond insurance companies, if such companies wish to consider the qualification of the Series 2016A Bonds for bond insurance. Announcements regarding the availability of such municipal bond insurance may be made by the applicable insurer on the Parity® website prior to the sale date or bidders may contact individual bond insurers to ascertain the availability and cost of such insurance. However, CFX does not guarantee the availability of such insurance or the delivery or receipt of such information. Any failure in the availability of such insurance or the delivery or receipt of such information will not be regarded as a basis for contesting the award of the Series 2016A Bonds to the successful bidder. Each bidder should indicate whether a municipal bond insurance policy has been purchased. If the Series 2016A Bonds are delivered on an insured basis, reference to such policy shall appear on the Series 2016A Bonds and in the final Official Statement for the Series 2016A Bonds (the "Official Statement").

FAILURE OF AN INSURER TO ISSUE ITS POLICY SHALL NOT CONSTITUTE CAUSE FOR A FAILURE OR REFUSAL BY THE SUCCESSFUL BIDDER TO ACCEPT DELIVERY OF OR PAY FOR THE SERIES 2016A BONDS. IN THE EVENT OF SUCH FAILURE, CFX SHALL AMEND THE OFFICIAL STATEMENT AND THE COST OF PRINTING AND MAILING SUCH SUPPLEMENT SHALL BE BORNE BY THE SUCCESSFUL BIDDER ALONE.

If the Series 2016A Bonds are delivered on an insured basis, at the time CFX delivers the Series 2016A Bonds, the successful bidder shall furnish to CFX a certificate acceptable to Broad and Cassel, Orlando, Florida, Bond Counsel to CFX ("Bond Counsel"), verifying information as to the premium paid for the financial guaranty insurance policy and the present value of the interest reasonably expected to be saved as a result of the issuance of such policy. Such certificate shall be in a form acceptable to Bond Counsel.

AWARD OF SERIES 2016A BONDS

The Series 2016A Bonds, if awarded, will be awarded on the same day as the date of sale to the successful bidder complying with the terms of this Official Notice of Sale and offering to purchase the Series 2016A Bonds at the lowest true interest cost to CFX determined in accordance with the TIC method as set forth below. If two or more bidders offer to purchase the Series 2016A Bonds at the same lowest TIC, the Series 2016A Bonds shall be awarded by lot to one of these bidders.

The lowest TIC will be determined by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments from the payment dates to the date of the Series 2016A Bonds and to the amount bid, not including interest accrued to the date of delivery.

POSTPONEMENT OR AMENDMENT

CFX reserves the right to cancel or postpone the sale of the Series 2016A Bonds. **Notice of cancellation or postponement will be announced by TM3 not later than 9:30 a.m., local Orlando, Florida time, on the day designated for receipt of bids.** If any date fixed for the receipt of bids and the sale of the Series 2016A Bonds is postponed, any alternative sale date will be announced via TM3 at least 24 hours prior to such alternative sale date and will specify changes in the principal amount or other features, if any. On any such alternative sale date, any bidder may submit an electronic bid for the purchase of the Series 2016A Bonds in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes described in the next sentence. If the date fixed for receipt of bids is postponed to a date later than the dated date of the Series 2016A Bonds, the dates of the semiannual interest payments on the Series 2016A Bonds and the dates of the annual principal payments may be changed and, accordingly, the date from which interest will accrue shall change. Such changes, if any, will be announced by TM3 at the time the alternative sale date and time are announced.

DELIVERY OF SERIES 2016A BONDS

Upon notice from and at the expense of CFX, one bond representing each maturity of the Series 2016A Bonds shall be duly executed and authenticated and registered in the name of Cede & Co. as nominee of DTC, as registered owner of the Series 2016A Bonds, and the Series 2016A Bonds will be delivered at a location in Jersey City, New Jersey, or such other place designated by DTC, upon payment of the amount of the successful bid, plus accrued interest, if any, to the date of delivery, less the Good Faith Deposit made. Such payment shall be made in federal funds. Delivery of the Series 2016A Bonds is expected to occur on or about April 26, 2016.

REOFFERING PRICES

Simultaneously with or before delivery of the Series 2016A Bonds, the successful bidder shall furnish to CFX a certificate acceptable to Bond Counsel to the effect that (i) the successful Bidder has made a bona fide public offering of the Series 2016A Bonds at the initial reoffering prices, (ii) as of the date of the sale of the Series 2016A Bonds, the successful bidder reasonably expected to sell a substantial amount of the Series 2016A Bonds to the public (excluding bond houses, brokers and other intermediaries) at their respective reoffering prices, and (iii) a substantial amount of the Series 2016A Bonds was sold to the public (excluding bond houses, brokers and other intermediaries) at their respective initial reoffering prices, and shall further specify such other facts regarding the actual sale of the Series 2016A Bonds as Bond Counsel shall request, as described below. Bond Counsel advises that (i) such certificate must be made on the best knowledge, information and belief of the successful bidder; (ii) the sale to the public of 10% or more in par amount of the Series 2016A Bonds of each maturity at (or below) the reoffering prices would be sufficient to certify as to the sale of a substantial amount of the Series 2016A Bonds; and (iii) reliance on other facts as a basis for such certification would require evaluation by Bond Counsel to assure compliance with the federal tax requirement to avoid the establishment of an artificial price for the Series 2016A Bonds.

CUSIP NUMBERS

It is anticipated that CUSIP numbers will be printed on the Series 2016A Bonds being delivered to DTC, but neither the failure to print such number on the Series 2016A Bonds nor any error with respect thereto shall constitute cause for a failure or refusal of the successful bidder to accept delivery of and pay for the Series 2016A Bonds. All expenses in relation to the printing of CUSIP numbers on the Series 2016A Bonds shall be paid by CFX. **However, the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and paid by the successful bidder.** The successful bidder shall also be required to pay all fees required by the DTC, the Securities Industry and Financial Markets Association, the Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Series 2016A Bonds.

LEGAL OPINION, OFFICIAL STATEMENT CERTIFICATE AND NO LITIGATION CERTIFICATE

It shall be a condition to the obligation of the successful bidder to accept delivery of and to pay for the Series 2016A Bonds that, simultaneously with or before delivery and payment for the Series 2016A Bonds, said bidder shall be furnished, without cost, with (a) the opinion of Broad and Cassel, Orlando, Florida, Bond Counsel to CFX, dated as of the date of delivery of the Series 2016A Bonds, substantially in the form included as Appendix [__] to the Preliminary Official Statement; (b) a certificate of an Authorized Officer of CFX, dated as of the date of delivery of the Series 2016A Bonds, to the effect that there is no litigation pending or, to the best of its knowledge, threatened, which in any manner will affect the validity of the Act under which the Series 2016A Bonds will be issued; (c) an Official Statement relating to the Series 2016A

Bonds (the "Official Statement") dated as of the Sale Date of the Series 2016A Bonds and substantially in the form of the Preliminary Official Statement; (d) a certificate of an Authorized Officer of CFX to the effect that, to the best of his knowledge and belief, the Official Statement does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (e) the Continuing Disclosure Agreement substantially in the form included as Appendix [ ]to the Preliminary Official Statement.

ADDITIONAL INFORMATION

As soon as practicable after the award of the Series 2016A Bonds to the successful bidder on the day of sale, CFX will authorize an Official Statement. CFX also will authorize and issue any supplement to the Official Statement that may be necessary between the date of the authorization of the Official Statement and the date of delivery of and payment for the Series 2016A Bonds. If so requested by the successful bidder at or before the close of business on the Sale Date, CFX will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Series 2016A Bonds by the successful bidder ("Reoffering Information"), if any, as may be specified and furnished in writing by the successful bidder. If no Reoffering Information should be specified and furnished by the successful bidder, the Official Statement will include the interest rates on the Series 2016A Bonds resulting from the bid of the successful bidder and the other statements with respect to reoffering contained in the Preliminary Official Statement. The successful bidder shall be responsible to CFX and its officials in all respects for the Reoffering Information in any reoffering of the Series 2016A Bonds, including the presentation or inclusion of any Reoffering Information in any documents, including the Official Statement. The successful bidder also will be furnished without cost within seven (7) business days after the date of sale with an electronic copy and up to 50 copies of the Official Statement (and any amendments or supplements thereto).

Additional information concerning CFX, this issue and a description of the security therefor is contained in the Preliminary Official Statement, to which prospective bidders are directed. Such Preliminary Official Statement is provided for informational purposes only and is not a part of this Official Notice of Sale. Such Preliminary Official Statement is deemed final by CFX as of its date for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC"), but is subject to revision, amendment and completion in the Official Statement referred to above.

In order to assist bidders in complying with Rule 15c2-12(b)(5) of the SEC, CFX will execute and deliver a Continuing Disclosure Agreement on the date of issuance of the Series 2016A Bonds pursuant to which it will undertake to provide certain information annually and notices of certain events. A proposed form of this agreement is set forth as Appendix [ ] to the Preliminary Official Statement and will also be set forth in the Official Statement.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS. CFX's judgment shall be final and binding upon all bidders with respect to the form and adequacy of any bid received and as to its conformity to the terms of this Official Notice of Sale.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: */s/ Lisa Lumbard*
Title: Chief Financial Officer

Dated: [March 14], 2016.

EXHIBIT A

FORM OF TRUTH IN BONDING STATEMENT

The undersigned, in connection with the issuance and delivery by the Central Florida Expressway Authority ("CFX") of its Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds") hereby makes the following statements:

1. CFX is proposing to issue the Series 2016A Bonds for the purposes of: (a) refunding on an advanced basis all or portions of certain maturities of CFX's Outstanding Series 2007A Bonds (the "Refunded Bonds") (b) providing funds or paying the premium on the 2016A Reserve Credit Facility to be deposited into the 2016A Reserve Subaccount established hereunder with respect to the Series 2016A Bonds, and (c) paying the costs of issuance of the Series 2016A Bonds. The Series 2016A Bonds are expected to be repaid over ____ years. At an assumed interest rate (TIC) of _____%, total interest paid over the life of the Series 2016A Bonds will be approximately $_____.

2. The Series 2016A Bonds and the interest and premium, if any, thereon are payable solely from a pledge of and lien on System Pledged Revenues on parity with all Bonds currently Outstanding and other parity obligations (including, without limitation, Qualified Swap Payments) under the Master Senior Lien Resolution. Authorization of the Series 2016A Bonds will result in a maximum annual amount of $_____ being unavailable to CFX to finance other services of CFX during the next _____ years.

3. The Series 2016A Bonds are being issued and delivered by CFX to evidence the obligations of CFX under the Bond Resolution. No underwriter was retained by CFX in connection with the issuance and delivery of the Series 2016A Bonds.

Dated as of **March 29, 2016**.

_____

By:_____
Name: _____
Its: _____

EXHIBIT B

FORM OF TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

[Attached]

EXHIBIT "B"

TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT

THIS **TRUSTEE, PAYING AGENT AND REGISTRAR AGREEMENT** (this "Agreement"), dated as of April __, 2016, by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, having its designated office in Philadelphia, Pennsylvania (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Authority, by the Bond Resolution (as hereinafter defined), has designated the Trustee as Trustee, Paying Agent and Registrar for its $_____ Senior Lien Revenue Bonds, Series 2016A, dated and delivered April __, 2016 (the "Series 2016A Bonds"); and

WHEREAS, the Authority and the Trustee desire to set forth the Trustee's duties as Trustee, Paying Agent and Registrar and the compensation to be paid to the Trustee for its services;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

SECTION 1. DUTIES. The Trustee agrees to serve as Trustee, Paying Agent and Registrar for the Series 2016A Bonds and to perform the duties of Trustee, Paying Agent and Registrar as specified in or contemplated by that certain Amended and Restated Master Bond Resolution adopted by the Authority on February 3, 2003, as supplemented from time to time, as particularly supplemented by that certain Twentieth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Revenue Bonds, Series 2016A, adopted by the Authority on March 10, 2016 (collectively, the "Bond Resolution") in connection with the issuance of the Series 2016A Bonds. The Trustee is authorized to do business in Florida and carry out the duties and obligations contemplated herein. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings set forth in the Bond Resolution.

SECTION 2. DEPOSIT OF FUNDS. The Authority shall deposit or cause to be deposited with the Trustee into the appropriate funds and accounts created under or pursuant to the Bond Resolution and established and maintained for the purposes hereof by the Trustee, on or before the Business Day prior to the date payment is due on the Series 2016A Bonds, sufficient funds from System Pledged Revenues pledged for the payment of the Series 2016A Bonds under the Bond Resolution to pay when due and payable the principal of, premium, if any, and interest on the Series 2016A Bonds.

SECTION 3. USE OF FUNDS; CANCELED NOTES. The Trustee shall use the funds received from the Authority pursuant to Section 2 of this Agreement to pay the principal of and interest on the Series 2016A Bonds in accordance with the Bond Resolution. The Trustee shall destroy the canceled Series 2016A Bonds in accordance with its retention policy then in effect.

SECTION 4. STATEMENTS. Each month during the term of this Agreement, or as often as the Trustee normally distributes statements for similar accounts, the Trustee shall prepare

and shall send to the Authority written statements of account relating to all transactions effected by the Trustee pursuant to this Agreement.

SECTION 5. OBLIGATION TO ACT. The Trustee shall be obligated to act only in accordance with the Bond Resolution and any written instructions received in accordance therewith; provided, however, that the Trustee is authorized hereby to comply with any orders, judgments or decrees of any court with or without jurisdiction and shall not be liable as a result of its compliance with the same.

SECTION 6. RELIANCE BY BANK. The Trustee may rely absolutely upon the genuineness and authorization of the signature and purported signature of any party upon any instruction, notice, release, request, affidavit or other document delivered to it pursuant to the Bond Resolution.

SECTION 7. COUNSEL; INDEMNITY. The Trustee may consult with counsel (licensed to practice in Florida) of its own choice and shall have sole and complete authorization and protection for any action taken or suffered by it under the Bond Resolution in good faith and in accordance with the opinion of such counsel. The Trustee shall have no liability or responsibility for any statement made by the Authority or any other person in connection with the issuance of the Series 2016A Bonds, or for the use or application of any money received by the Authority in connection with the Series 2016A Bonds. The Trustee may rely upon any instructions provided to it by the Authority in connection with its duties and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions. No provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it. The Trustee may act through agents and shall not be responsible for the negligence or willful misconduct of any agent appointed by the Trustee with due care. To the fullest extent permitted by applicable law, the Authority will indemnify the Trustee (including its directors, officers and employees) for, and hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with its acceptance or administration of its duties hereunder. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Trustee hereunder and the termination of this Agreement.

SECTION 8. FEES AND EXPENSES. In consideration of the services rendered by the Trustee under this Agreement, the Authority agrees to and shall pay to the Trustee its proper fees and all expenses, charges, attorneys' fees and other disbursements incurred by it or its attorneys, agents and employees in and about the performance of its powers and duties under this Agreement as set forth in the attached **EXHIBIT A**. The Trustee shall not be obligated to allow and credit interest upon any moneys in respect of principal, interest or premium, if any, due in respect of the Series 2016A Bonds, which it shall at any time receive under any of the provisions of the Bond Resolution or this Agreement.

SECTION 9. FURNISHING INFORMATION; AUTHORIZATION. The Trustee shall, at all times, when requested to do so by the Authority, furnish full and complete information pertaining to its functions under this Agreement and shall without further authorization, execute

all necessary and proper deposit slips, checks, certificates and other documents with reference thereto.

SECTION 10. TERMINATION; EXPIRATION. Subject to the terms of the Bond Resolution, either of the parties hereto, at its option, may terminate this Agreement after giving ninety (90) days written notice to the other party of its intention to terminate this Agreement, and this Agreement may be terminated at any time by mutual consent of the parties hereto. This Agreement shall expire without further action upon final payment of the Series 2016A Bonds and the interest appertaining thereto.

SECTION 11. SURRENDER OF FUNDS, REGISTRATION RECORDS; NOTIFICATION OF BONDHOLDERS. In the event of a termination of this Agreement, the Authority shall deliver any reasonable, proper and necessary releases to the Trustee (in a form reasonably acceptable to the Trustee and the Authority) upon demand by the Trustee and the Trustee shall upon demand by an Authorized Officer of the Authority pay over the funds on deposit with the Trustee under this Agreement in connection with the Series 2016A Bonds and surrender all registration books and related records to or upon the order of the Authority, and the Authority may appoint and name a successor to act as Trustee, Paying Agent and Registrar for the Series 2016A Bonds. The Authority shall, in such event, at its expense, notify all holders of the Series 2016A Bonds of the appointment and name of the successor, by providing notice in the manner required for the redemption of the Series 2016A Bonds.

SECTION 12. NONASSIGNABILITY. This Agreement shall not be assigned by either party without written consent of the other party.

SECTION 13. MODIFICATION. No modification of this Agreement shall be valid unless made by a written agreement, duly executed and approved by the parties hereto.

SECTION 14. SEVERABILITY. Should any action or part of any section of this Agreement be declared void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other section or other part of any section of this Agreement.

SECTION 15. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

SECTION 16. MERGER OR CONSOLIDATION OF THE TRUSTEE. Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, shall be the successor Trustee, Paying Agent and Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto.

SECTION 17. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents and their official seals to be affixed and attested as of the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

[SEAL]

By: _____
Name: Welton Cadwell
Title: Chairman

Attest:

By:_____
Name: Darleen Mazzillo
Title: Assistant Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION

[SEAL]

By: _____
Its: Authorized Officer

EXHIBIT A

FEES AND EXPENSES

[SEE ATTACHED]

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

[Attached]

EXHIBIT "C"

PRELIMINARY OFFICIAL STATEMENT DATED MARCH __, 2016

NEW ISSUE - BOOK-ENTRY ONLY **Ratings: See "RATINGS" herein**

In the opinion of Broad and Cassel, Orlando, Florida, Bond Counsel, assuming continuing compliance by CFX (as defined herein) with various covenants in the Bond Resolution (as defined herein), interest on the Series 2016A Bonds (as defined herein) is, under existing statutes, regulations, rulings and court decisions: (a) excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), except as otherwise described herein under the caption "TAX MATTERS," and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of a corporation's alternative *minimum taxable income and may be subject to other federal income tax consequences described herein under the caption "TAX MATTERS." See "TAX MATTERS" herein for a discussion of Bond Counsel's opinion, including a discussion of the corporate alternative minimum tax.*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

$_____*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REFUNDING REVENUE BONDS,
SERIES 2016A

Dated: Date of Delivery **Due: July 1, as shown on inside cover**

This Official Statement relates to the issuance by the Central Florida Expressway Authority ("CFX") of $_____* in aggregate principal amount of its Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds"). The Series 2016A Bonds are being issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2016A Bonds will be made in book-entry form only, in denominations of $5,000 or any integral multiple thereof, as described therein. Purchasers of beneficial interests in the Series 2016A Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2016A Bonds will be effected through the DTC book-entry system as described herein. See "DESCRIPTION OF THE SERIES 2016A BONDS - Book-Entry Only System" herein.

The Series 2016A Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes and that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as supplemented by that certain Twentieth Supplemental Revenue Bond Resolution adopted by CFX on March [10], 2015 (the "Twentieth Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized

terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - TWENTIETH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016A Bonds shall mature on such dates and in such principal amounts and shall bear interest at the rate or rates set forth on the inside cover of this Official Statement payable semiannually on January 1 and July 1 of each year, commencing on [July] 1, 2016 (each, an "Interest Payment Date") until the respective maturities of the Series 2016A Bonds. Interest on the Series 2016A Bonds will be payable by Wells Fargo Bank, National Association, as registrar, paying agent and trustee, in Philadelphia, Pennsylvania (the "Paying Agent") to Cede & Co., as nominee of DTC at the close of business on the 15th day (whether or not a Business Day) of the month next preceding the Interest Payment Date. Payments of principal of, premium, if any, and interest on the Series 2016A Bonds will be made at the designated corporate trust office of the Paying Agent. See "DESCRIPTION OF THE SERIES 2016A BONDS" herein.

The Series 2016A Bonds are subject to redemption prior to maturity as described herein.

The Series 2016A Bonds are being issued by CFX to provide funds to: (i) advance refund all or a portion of certain outstanding indebtedness of CFX as described herein, and (ii) pay certain costs in connection with all expenses incidental to the issuance of the Series 2016A Bonds. See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and "APPENDIX B - TWENTIETH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016A Bonds are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2016A BONDS," "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

All or a portion of the Series 2016A Bonds may be insured pursuant to the purchase of a municipal bond insurance policy from _____, which purchase will be at the option and expense of the bidder. See "MUNICIPAL BOND INSURANCE" herein.

NONE OF THE STATE OF FLORIDA (THE "STATE"), ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR

ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2016A BONDS, AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES, THE CITY OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2016A BONDS. CFX HAS NO TAXING POWER. NO OWNER OF ANY OF THE SERIES 2016A BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED TO THE PAYMENT OF THE SERIES 2016A BONDS. THE SERIES 2016A BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

ELECTRONIC BIDS ONLY FOR THE SERIES 2016A NOTES PURSUANT TO THE PROVISIONS OF THE OFFICIAL NOTICE OF SALE WILL BE RECEIVED BY CFX, AT 11:00 A.M., EASTERN TIME, ON MARCH [29], 2016 PURSUANT TO THE BIDCOMP PARITY® COMPETITIVE BIDDING SYSTEM. THIS PRELIMINARY OFFICIAL STATEMENT SHALL BE "DEEMED FINAL" BY CFX AS OF ITS DATE FOR PURPOSES OF SEC RULE 15c2-12(b)(1) EXCEPT FOR CERTAIN PERMITTED OMISSIONS.

This cover page contains limited information for quick reference only. It is not a summary of the matters relating to the Series 2016A Bonds. Potential investors must read the entire Official Statement (including the cover page and all Appendices attached hereto) to obtain information essential to the making of an informed investment decision.

The Series 2016A Bonds are offered for delivery when, as and if issued, by CFX, subject to the approving opinion of Broad and Cassel, Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon by CFX's General Counsel, Joseph Passiatore, Esq. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel to CFX. Public Financial Management, Inc., Orlando, Florida and National Minority Consultants, Inc., Orlando, Florida are serving as Co-Financial Advisors to CFX with respect to the Series 2016A Bonds. It is expected that the Series 2016A Bonds will be delivered through the facilities of DTC in New York, New York, on or about April __, 2016.

Dated: March __, 2016.

---

*Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS, PRICES AND INITIAL CUSIP NOS.

**$_____*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REFUNDING REVENUE BONDS,
SERIES 2016A**

Maturities (July 1)	Principal Amounts	Interest Rates	Yields	Prices	Initial CUSIP Nos.†

$_____ - __% Term 2016 Bonds, Due _____, 20__;
Price - _____; Yield – ___%; Initial CUSIP Number – _____

$_____ - __% Term 2016 Bonds, Due _____, 20__;
Price - _____; Yield – ___%; Initial CUSIP Number – _____

*Preliminary, subject to change.

†CUSIP numbers have been assigned to the Series 2016A Bonds by an organization not affiliated with CFX. CFX is not responsible for the selection or use of the CUSIP numbers in this Official Statement nor is any representation being made as to their accuracy on the Series 2016A Bonds, or as indicated above. The CUSIP numbers are included herein solely for the convenience of the readers of this Official Statement.

[Red Herring Language]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. The Series 2016A Bonds may not be sold nor may offers to buy the Series 2016A Bonds be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy the Series 2016A Bonds in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. CFX shall deem this Preliminary Official Statement "final," except for certain permitted omissions within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

BOARD MEMBERS

Welton Cadwell, Lake County Commissioner, Chairman
Scott Boyd, Orange County Commissioner, Vice Chairman
Brenda Carey, Seminole County Commissioner, Secretary/Treasurer
Buddy Dyer, Orlando Mayor, Board Member
Fred Hawkins, Jr., Osceola County Commissioner, Board Member
Teresa Jacobs, Orange County Mayor, Board Member
Andria Herr, Board Member
Jay Madara, Board Member
S. Michael Scheeringa, Board Member
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise Executive Director, Non-Voting Advisor

MANAGEMENT

Laura Kelley, Executive Director
Joseph Berenis, P.E., Chief of Infrastructure
Lisa Lumbard, Chief Financial Officer
Michelle Maikisch, Chief of Staff/Public Affairs Officer
Corey Quinn, P.E., Chief of Technology/Operations
Joseph Passiatore, Esq., General Counsel

BOND COUNSEL
Broad and Cassel
Orlando, Florida

DISCLOSURE COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

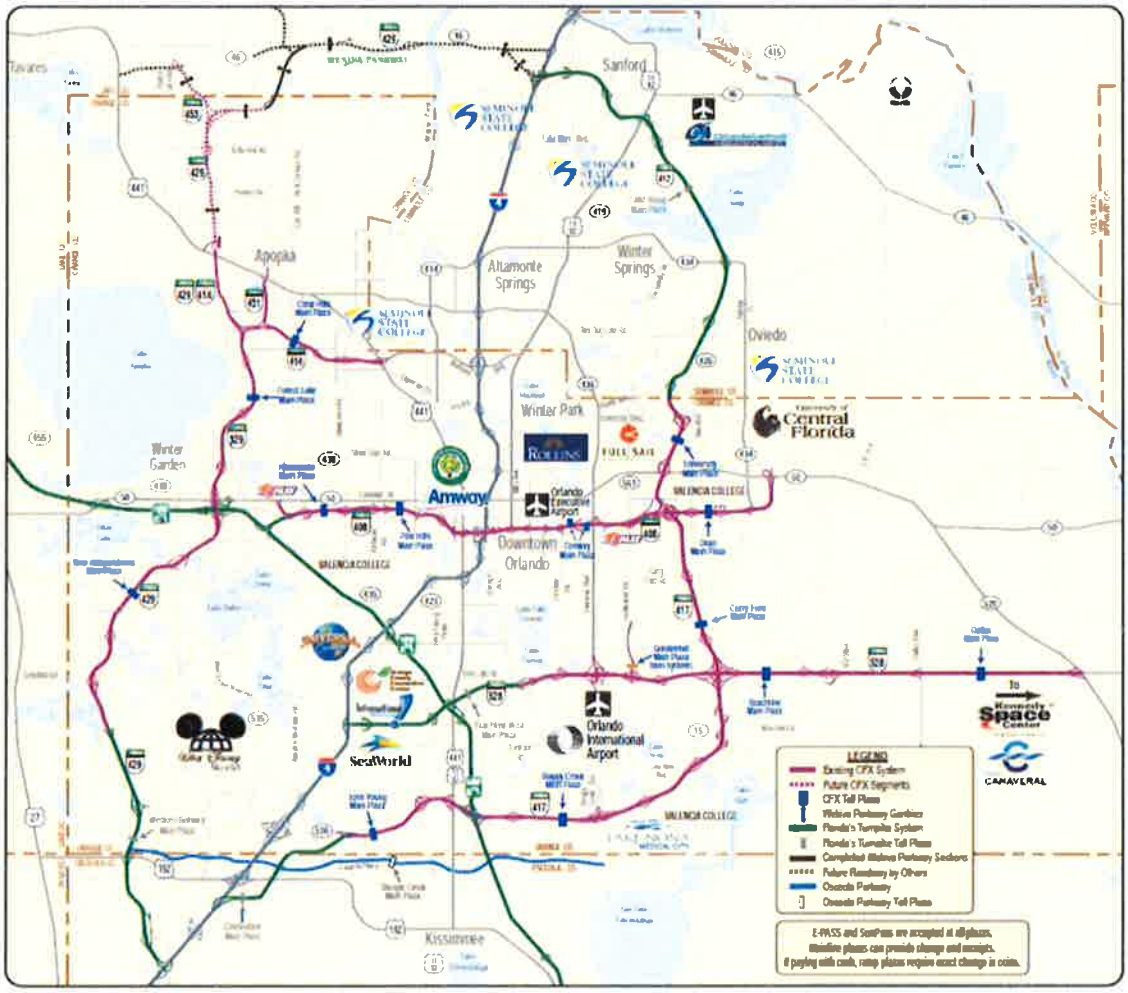
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS
Moore Stephens Lovelace P.A.
Orlando, Florida

GENERAL ENGINEERING CONSULTANT
Atkins North America, Inc.
Orlando, Florida

TRAFFIC ENGINEER
CDM Smith
Maitland, Florida

CO-FINANCIAL ADVISORS
Public Financial Management, Inc.
Orlando, Florida

National Minority Consultants, Inc.
Orlando, Florida


Sanford
Apopka
Altamonte Springs
Winter Springs
Oviedo
Winter Park
Winter Garden
Amway
Downtown Orlando
Orlando International Airport
SeaWorld
Kissimmee
Central Florida
ROLLINS
FULL SAIL
CANAVERAL
LEGEND
E-PASS and SunPass are accepted at all plazas.
Mainline plazas can provide change and receipts.
If paying with cash, ramp plazas require exact change in coins.

This Official Statement does not constitute a contract between CFX and any one or more owners of the Series 2016A Bonds, nor does it constitute an offer to sell or the solicitation of an offer to buy the Series 2016A Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

No dealer, broker, salesman or any other person has been authorized by CFX to give any information or to make any representation, other than those contained in this Official Statement, in connection with the offering of the Series 2016A Bonds, and if given or made, such information or representations must not be relied upon as having been authorized by CFX. The information and expressions of opinion in this Official Statement are subject to change without notice, and this Official Statement speaks only as of its date. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof. The information contained in this Official Statement, including in the appendices, has been obtained from representatives of CFX and from public documents, records and other sources considered to be reliable.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2016A BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2016A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2016A BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2016A BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2016A BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2016A BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

In making an investment decision, investors must rely on their own examination of CFX, and the terms of the offering, including the merits and risks involved. The Series 2016A Bonds have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, other than as expressly provided in

certificates to be delivered to the Underwriters in connection with the closing, CFX has not confirmed the accuracy or determined the adequacy of this Official Statement. Any representation to the contrary may be a criminal offense.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTIONS "FORWARD-LOOKING STATEMENTS," "SYSTEM REVENUES - HISTORICAL AND PROJECTED REVENUES," "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" HEREIN. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS INCLUDED IN THIS OFFICIAL STATEMENT. ASIDE FROM ITS CUSTOMARY FINANCIAL REPORTING ACTIVITIES, CFX DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT"), OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM OR WWW.EMMA.MSRB.ORG. PROSPECTIVE PURCHASERS MAY RELY ON THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT IN EITHER THE ORIGINAL BOUND FORMAT OR THE ELECTRONIC FORMAT, PROVIDED, HOWEVER THAT PROSPECTIVE PURCHASERS MUST READ THE ENTIRE OFFICIAL STATEMENT (INCLUDING THE COVER PAGE AND ALL APPENDICES ATTACHED HERETO) TO OBTAIN ALL OF THE INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

TABLE OF CONTENTS

Page

INTRODUCTION 1
PLAN OF REFUNDING 3
ESTIMATED SOURCES AND USES OF FUNDS 4
DESCRIPTION OF THE SERIES 2016A BONDS 4
General 4
Registration and Payment 4
Transfer and Exchange 5
Redemption Provisions 6
Notice of Redemption 7
Book-Entry Only System 10
Discontinuance of Book-Entry Only System 12
SECURITY FOR THE SERIES 2016A BONDS 13
General 13
Net Revenues 14
Debt Service Reserve Account 15
Limited Obligations 16
No County Interlocal Agreement Payments Pledged For Series 2016A Bonds 16
MUNICIPAL BOND INSURANCE 17
SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION 17
Toll Provisions 17
Issuance of Senior Obligations 20
Issuance of Parity Bonds 21
Issuance of Refunding Bonds and Completion Bonds 23
Qualified Swap Agreements 23
Flow of Funds 24
SYSTEM FINANCING 28
Bonded Indebtedness 28
Estimated Annual Debt Service 29
Certain Subordinated Obligations 30
JUNIOR TIFIA LOAN AGREEMENT 31
General 31
Events of Default and Remedies 32
Issuance of Additional Indebtedness 34
Swap Covenants Under Junior TIFIA Loan Agreement 34
Junior TIFIA Loan Agreement 35
VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS 35
Variable Rate Exposure 35
Interest Rate Exchange Agreements 36
Termination Risk 37

CFX 38
Introduction 38
CFX Governing Board 40
CFX Management 41
Legislative Matters 45
SEC Subpoena 45
Osceola County Expressway System Transfer 46
DESCRIPTION OF THE SYSTEM 47
System Overview 47
Beachline (formerly Bee Line) Expressway (SR 528) 48
East-West Expressway (SR 408) 48
Central Florida GreeneWay (SR 417) 49
Western Beltway (SR 429) 49
Apopka Expressway (SR 414) 50
Western Beltway Connector (SR 451) 50
Traffic Volumes 51
Summary of Level of Service for System 54
Toll Collection 56
Physical Condition of Expressway System 57
Capital Improvement Program 57
Funding of the Five-Year Work Plan 60
Acquisition of SR 528 Super Corridor 60
MAINTENANCE OF SYSTEM 60
DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM 61
CONSENT TO FUTURE AMENDMENT TO LEASE-PURCHASE AGREEMENT 64
SYSTEM REVENUES 65
General 65
System Toll Structure 65
E-PASS Discounts 68
Toll Suspension 68
Historical and Projected Revenues 69
HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM 70
MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS 76
LITIGATION 77
Eminent Domain 77
Class Action 77
LIMITATION AND ENFORCEABILITY OF REMEDIES 78
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS 78
CONTINUING DISCLOSURE 78
UNDERWRITING 79
RATINGS 79
TAX MATTERS 80

Internal Revenue Code of 1986 80
Collateral Tax Consequences 80
Other Tax Matters 81
Tax Treatment of Bond Premium 81
LEGAL MATTERS 82
VERIFICATION OF MATHEMATICAL COMPUTATIONS 82
PROFESSIONAL CONSULTANTS 82
Co-Financial Advisor 82
Independent Auditors 83
Engineers 83
CONTINGENT FEES 83
VALIDATION 83
FORWARD-LOOKING STATEMENTS 84
MISCELLANEOUS 84
AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT 85

APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION
APPENDIX B - TWENTIETH SUPPLEMENTAL RESOLUTION
APPENDIX C - FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016
APPENDIX D - LEASE-PURCHASE AGREEMENT
APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT
APPENDIX F - AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014
APPENDIX G - FORM OF OPINION OF BOND COUNSEL

OFFICIAL STATEMENT
relating to

**$_____*
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REFUNDING REVENUE BONDS,
SERIES 2016A**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices attached hereto, is to furnish information concerning the Central Florida Expressway Authority ("CFX"), the System (as defined herein) and certain other information in connection with the sale by CFX of $_____* in aggregate principal amount of its Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds").

CFX is an agency of the State of Florida which on July 1, 2014 assumed the governance and control of the Orlando-Orange County Expressway Authority (the "Prior Authority"), including the assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property of the Prior Authority. See "CFX" herein.

The Series 2016A Bonds are being issued pursuant to Chapter 348, Part III, Florida Statutes (the "Act") and that certain Amended and Restated Master Bond Resolution adopted by CFX on February 3, 2003 (the "Master Bond Resolution"), as amended and supplemented, and particularly as supplemented by that certain Twentieth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Refunding Revenue Bonds, Series 2016A adopted by CFX on March [10], 2016 (the "Twentieth Supplemental Resolution" and together with the Master Bond Resolution collectively hereinafter referred to as the "Bond Resolution"). All capitalized terms used herein and not otherwise defined herein are used with the meanings assigned thereto in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" and "APPENDIX B - TWENTIETH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016A Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "DESCRIPTION OF THE SERIES 2016A BONDS - Redemption" herein.

Prior to issuance and delivery of the Series 2016A Bonds, the following Parity Bonds will be outstanding in the aggregate principal amount of $2,646,165,000: (a) Junior Lien Revenue Bonds, Series of 1990 (the "Series 1990 Bonds"); (b) Revenue Bonds, Series 2007A (the "Series 2007A Bonds"); (c) Variable Rate Refunding Revenue Bonds, Series 2008B-1 (the "Series 2008B-1 Bonds"); (d) Variable Rate Refunding

*Preliminary, subject to change.

Revenue Bonds, Series 2008B-2 (the "Series 2008B-2 Bonds"); (e) Variable Rate Refunding Revenue Bonds, Series 2008B-3 (the "Series 2008B-3 Bonds"); (f) Variable Rate Refunding Revenue Bonds, Series 2008B-4 (the "Series 2008B-4 Bonds" and together with the Series 2008B-1 Bonds, Series 2008B-2 Bonds and Series 2008B-3 Bonds, the "Series 2008B Bonds"); (g) Revenue Bonds, Series 2010A (the "Series 2010A Bonds"); (h) Refunding Revenue Bonds, Series 2010B (the "Series 2010B Bonds"); (i) Revenue Bonds, Series 2010C (the "Series 2010C Bonds"); (j) Refunding Revenue Bonds, Series 2012 (the "Series 2012 Bonds"); (k) Refunding Revenue Bonds, Series 2013A (the "Series 2013A Bonds"); (l) Refunding Revenue Bonds, Series 2013B (the "Series 2013B Bonds"); (m) Refunding Revenue Bonds, Series 2013C (the "Series 2013C Bonds"); and (n) Senior Lien Bond Anticipation Notes, Series 2015 (the "Series 2015 Notes"). Accordingly, the Series 1990 Bonds, Series 2007A Bonds, Series 2008B Bonds, Series 2010A Bonds, Series 2010B Bonds, Series 2010C Bonds, Series 2012 Bonds, Series 2013A Bonds, Series 2013B Bonds, Series 2013C Bonds, and Series 2015 Notes are collectively referred to herein as the "Outstanding Parity Bonds." Upon adoption of the Master Bond Resolution on February 3, 2003, the Series 1990 Bonds were reconstituted as senior lien debt and afforded all of the rights and privileges of Parity Bonds under the Master Bond Resolution. The Series 2016A Bonds, the other Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution are collectively referred to herein as the "Bonds." The Series 2015 Notes are currently expected to be repaid on or prior to the stated maturity date of January 1, 2019 from a future draw against a loan (the "Junior TIFIA Loan") to CFX by the U.S. Department of Transportation acting by and through the Federal Highway Administration (the "TIFIA Lender") pursuant to a loan agreement effective March 25, 2015, between CFX and the TIFIA Lender (the "Junior TIFIA Loan Agreement"), all as described further herein. See "JUNIOR TIFIA LOAN AGREEMENT" herein.

The Series 2016A Bonds are being issued by CFX, to provide funds to (a) advance refund all or a portion of CFX's outstanding Series 2007A Bonds (the "Refunded Bonds"), and (b) pay certain costs in connection with the issuance of the Series 2016A Bonds. See "PLAN OF REFUNDING," "ESTIMATED SOURCES AND USES OF FUNDS," and "APPENDIX B - TWENTIETH SUPPLEMENTAL RESOLUTION" attached hereto.

The Series 2016A Bonds are secured by a pledge of and lien on the System Pledged Revenues on a parity with the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution and any Qualified Swap Payments related to such Bonds. See "SECURITY FOR THE SERIES 2016A BONDS" and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "TWENTIETH SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B.

For a more complete description of the terms and conditions of the Series 2016A Bonds, reference is made to the proceedings authorizing the issuance of the Series 2016A

Bonds. The descriptions of the Series 2016A Bonds, the Bond Resolution, the Lease-Purchase Agreement, the Continuing Disclosure Agreement, and the County Interlocal Agreement (each as defined herein) and any other matters or documents contained or referenced herein are brief outlines of certain provisions thereof and do not purport to be comprehensive or definitive. All references herein to such documents and statements are qualified in their entirety by the actual content of such documents and statements to which reference is made herein. Copies of such documents are available from the Office of the Chief Financial Officer, 4974 ORL Tower Road, Orlando, Florida 32807.

PLAN OF REFUNDING

A portion of the proceeds of the Series 2016A Bonds will be used to refund and redeem the Refunded Bonds in the aggregate principal amount of $_____. The Refunded Bonds will be called for redemption on July 1, 2017 at the redemption price of 100% of the principal amount thereof, together with interest accrued thereon to the date of such redemption:

To effect the refunding of the Refunded Bonds, CFX will enter into an Escrow Deposit Agreement (the "Escrow Deposit Agreement") with Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent") on or prior to the delivery of the Series 2016A Bonds. Pursuant to the terms of the Escrow Deposit Agreement, CFX will deposit a portion of the proceeds of the Series 2016A Bonds and certain other available funds of CFX with the Escrow Agent for deposit to the credit of an escrow deposit trust fund (the "Escrow Deposit Trust Fund") established pursuant to the Escrow Deposit Agreement. Such monies will be applied, on the date of issuance of the Series 2016A Bonds, to pay when due, all principal of, redemption premium, if any, and accrued interest on, the Refunded Bonds as the same become due or are called for redemption as provided in the Escrow Deposit Agreement.

Upon delivery of the Series 2016A Bonds, _____ as verification agent, (the "Verification Agent") will verify the accuracy of the arithmetical computations of the sufficiency of the amounts to be deposited in the Escrow Deposit Trust Fund to be held by the Escrow Agent to pay the principal, interest and redemption premium, if any, on, the Refunded Bonds. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

Upon deposit of sufficient amounts with the Escrow Agent pursuant to the Escrow Deposit Agreement, Bond Counsel shall deliver an opinion that the Refunded Bonds shall be deemed to be paid and shall no longer be deemed to be Outstanding for the purposes of the Master Bond Resolution and all liability of CFX with respect to the Refunded Bonds shall cease, terminate and be discharged and extinguished, and the Holders thereof shall be entitled to payment solely out of the moneys or securities deposited in the Escrow Deposit Trust Fund.

The amounts held by the Escrow Agent in the Escrow Deposit Trust Fund will not be available to pay debt service on the Series 2016A Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2016A Bonds are expected to be applied as follows:

SOURCES OF FUNDS:	$
Par Amount	
Net Bond Premium	
Other Legally Available Moneys[(1)]	$
TOTAL SOURCES OF FUNDS	
USES OF FUNDS:	
Deposit to Escrow Deposit Trust Fund	
Costs of Issuance[(2)]	
TOTAL USES OF FUNDS	$

(1) Represents moneys on deposit in certain funds and accounts under the Bond Resolution which are allocable to the Refunded Bonds.

(2) Includes legal fees, underwriter's discount, financial advisor and consultant fees, rating agency fees, printing costs, premium for the 2016A Reserve Account Credit Facility and other fees and costs.

DESCRIPTION OF THE SERIES 2016A BONDS

General

The Series 2016A Bonds are being issued as fully registered bonds without coupons in the denomination of the par amount of the Series 2016A Bonds; shall be dated the date of the initial delivery thereof, and shall bear interest from such date, payable semiannually on January 1 and July 1 of each year, commencing [July 1, 2016]. The Series 2016A Bonds shall mature on July 1 in the years and principal amounts, and shall bear interest at the rates set forth on the inside of the cover page hereof.

Registration and Payment

Principal on the Series 2016A Bonds will be payable upon presentation and surrender of the Series 2016A Bonds at the designated corporate trust operations office of Wells Fargo Bank, National Association or its successors or assigns as Registrar, Paying Agent and Trustee (the "Registrar," "Paying Agent" or "Trustee") in Philadelphia, Pennsylvania. Interest on the Series 2016A Bonds will be paid by check or draft drawn upon the Paying Agent and mailed to the registered Holders of the Series 2016A Bonds at the addresses as they appear on the registration books maintained by the Registrar, at the

close of business on the 15th day (whether or not a Business Day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2016A Bonds subsequent to such Record Date and prior to such interest payment date, unless CFX shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest will be payable to the Holders in whose name such Series 2016A Bonds are registered at the close of business on a special record date for the payment of such defaulted interest as established by notice deposited in the U.S. mails, postage prepaid, by the Trustee to the registered Holders of such Series 2016A Bonds not less than 15 days preceding such special record date. Such notice shall be mailed to the Holders in whose name the Series 2016A Bonds are registered at the close of business on the fifth day (whether or not a Business Day) preceding the date of mailing.

If the date for payment of the principal of, prepayment price, if any, or interest on the Series 2016A Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such Business Day will have the same force and effect as if made on the nominal date of payment, without accrual of additional interest.

Notwithstanding the foregoing, or anything provided in the Master Bond Resolution to the contrary, a registered owner of $1,000,000 or more in principal amount of Series 2016A Bonds may provide for payment of principal, redemption price and interest with respect to such Series 2016A Bonds by wire transfer in immediately available funds on the applicable payment date by written request submitted (i) in the case of principal or redemption price, to the Paying Agent with the presentation or surrender of the Series 2016A Bonds to be paid, and (ii) in the case of interest, to the Paying Agent, as registrar, at least 15 Business Days prior to the applicable Record Date. In the case of interest, the notice may provide that it will remain in effect for later interest payments until changed or revoked by another written notice.

CFX and the Registrar, Paying Agent, and Trustee may deem and treat the registered Holders of any Series 2016A Bond as the absolute owners of such Series 2016A Bond for the purpose of receiving payment of the principal thereof and the interest and prepayment price, if any, thereon.

Transfer and Exchange

Each Series 2016A Bond may be transferred upon the registration books of CFX kept for that purpose at the office of the Registrar as provided in the Bond Resolution. All Series 2016A Bonds presented for transfer, exchange, or payment (if so required by CFX or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to CFX and the Registrar, duly executed by the Holders or by a duly authorized attorney. New Series 2016A Bonds delivered upon any transfer, purchase or exchange shall be

valid obligations of CFX, evidencing the same debt as the Series 2016A Bonds surrendered, shall be secured by the Bond Resolution, and shall be entitled to all of the security and benefits thereof to the same extent as the Series 2016A Bonds surrendered.

In all cases of a transfer of the Series 2016A Bonds, the Registrar shall at the earliest practical time in accordance with the terms of the Bond Resolution enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee new fully registered Series 2016A Bonds of the same Series, maturity and of authorized denomination, for the same aggregate principal amount and payable from the same source of funds.

CFX and Registrar may charge the Registered Owner for the registration of every transfer or exchange of the Series 2016A Bonds an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by CFX) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2016A Bonds shall be delivered.

Redemption Provisions

Optional Redemption. Series 2016A Bonds maturing on or before [July 1, 2026] shall not be subject to redemption prior to their respective maturity date. The Series 2016A Bonds maturing on or after [July 1, 2027] are subject to optional redemption by CFX in whole or in part at any time on or after [July 1, 2026], in such order as CFX may determine and by lot within any maturity, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest to the redemption date.

Mandatory Redemption. The Series 2016A Bonds maturing on July 1, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2016A Bonds maturing July 1, 20__

Year	Principal Amount

*Final Maturity

Mandatory Redemption. The Series 2016A Bonds maturing on July 1, 20__ are subject to mandatory redemption in part prior to maturity in accordance with the amortization installments at redemption prices equal to 100% of the principal amount

thereof, plus accrued interest to the date of redemption, on July 1 in the years and in the principal amounts set forth below:

Series 2016A Bonds maturing July 1, 20__

Year	Principal Amount

*Final Maturity

Selection of Bonds to be Redeemed or Purchased. If and to the extent that less than all of the Series 2016A Bonds are to be redeemed or purchased in lieu thereof, the maturities (including CUSIP numbers within a maturity to the extent that there are multiple Series 2016A Bonds with the same maturity) and principal amounts of each such maturity to be redeemed or purchased (other than from sinking fund installments which shall be made from the corresponding maturities designated as provided above) shall be selected by CFX, and in the event less than all of the Series 2016A Bonds of an entire maturity or a series thereof are redeemed or purchased, the Series 2016A Bonds of such maturity shall be selected at random by the Paying Agent, as trustee, in such manner as the Paying Agent, as trustee, in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2016A Bond of a denomination of more than $5,000 to be redeemed or purchased shall be in the principal amount of $5,000 or any integral multiple of $5,000 in excess thereof, and in selecting portions of such Series 2016A Bonds for redemption or purchase, the Paying Agent, as trustee shall treat each such Series 2016A Bond as representing that number of Series 2016A Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Series 2016A Bond to be redeemed or purchased in part by $5,000.

Notice of Redemption

Unless waived by any Holder of the Series 2016A Bonds to be redeemed, notice of any optional redemption made pursuant to the Bond Resolution shall be given by the Paying Agent, as registrar, on behalf of CFX mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 20 days prior to the date fixed for redemption to each Holder of the Series 2016A Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this section to any Holder of the Series 2016A Bonds to be redeemed, nor any failure to give such notice, shall in any manner defeat the effectiveness of a call for optional redemption as to all other Holders of the Series 2016A Bonds to be redeemed.

Every official notice of optional redemption shall be dated and shall state: (a) the redemption date, (b) the redemption price of the Series 2016A Bonds to be redeemed, (c) if less than all outstanding Series 2016A Bonds are to be redeemed, the number (and, in the case of partial redemption of any Series 2016A Bond, the principal amount) of each Series 2016A Bond to be redeemed, (d) that on the redemption date the redemption price will become due and payable upon each such Series 2016A Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and (e) that such Series 2016A Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price plus accrued interest at the office of the Paying Agent.

In addition to the foregoing notice, further notice shall be given by CFX as set out below (provided however, the provisions of the Master Bond Resolution regarding notice of redemption is required solely with respect to the exercise by CFX of its right to optionally redeem the Series 2016A Bonds) but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Series 2016A Bonds being redeemed; (ii) the original issue date of the Series 2016A Bonds; (iii) the rate of interest borne by each Series 2016A Bond being redeemed; (iv) the maturity date of each Series 2016A Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Series 2016A Bonds being redeemed.

(b) Each further notice of redemption shall be sent by registered or certified mail or overnight delivery service or telecopy to any Rating Agency whose rating is then on the Series 2016A Bonds, to the issuer of any Bond Credit Facility and to all registered securities depositories then in the business of holding substantial amounts of obligations of types similar to the type of which the Series 2016A Bonds consist (such depositories now being Depository Trust Company of New York, New York, Midwest Securities Trust Company of Chicago, Illinois, and the Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services that disseminate notices of prepayment or redemption of obligations such as the Series 2016A Bonds.

(c) Each such further notice shall be published one time in The Bond Buyer of New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the Holders of the Series 2016A Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of obligations similar to the Series 2016A Bonds.

So long as DTC (as defined herein) is effecting book-entry transfers of the Series 2016A Bonds, the Paying Agent shall provide the redemption notices referenced above only to DTC. It is expected that DTC shall, in tum, notify its participants and that the participants, in tum, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Series 2016A Bond to notify the beneficial owner of the Series 2016A Bond so affected, shall not affect the validity of the redemption of such Series 2016A Bond.

Any notice of optional redemption given pursuant to the provisions stated above or the Bond Resolution may state that it is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price, plus interest accrued to the redemption date, or upon the satisfaction of any other condition, or that it may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price and accrued interest if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission shall be given by the Paying Agent to affected Bondholders of the Series 2016A Bonds as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Purchase in Lieu of Optional Redemption. Notwithstanding anything in the Bond Resolution to the contrary, at any time the Series 2016A Bonds are subject to optional redemption pursuant to the Bond Resolution, all or a portion of the Series 2016A Bonds to be redeemed as specified in the notice of redemption may be purchased by the Paying Agent, as trustee, at the direction of CFX, on the date which would be the redemption date if such Series 2016A Bonds were redeemed rather than purchased in lieu thereof at a purchase price equal to the redemption price which would have been applicable to such Series 2016A Bonds on the redemption date for the account of and at the direction of CFX who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by Bond Counsel's Opinion to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2016A Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Series 2016A Bonds in lieu of optional redemption, no notice to the Registered Owners of Series 2016A Bonds to be so purchased (other than the notice of redemption otherwise required under the Bond Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Series 2016A Bonds if such Series 2016A Bonds had been redeemed rather than purchased. Each Series 2016A Bond so purchased shall not be canceled or discharged and shall be registered in the name of CFX. Series 2016A Bonds to be purchased under the Bond Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have

been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

Book-Entry Only System

DTC will act as securities depository for the Series 2016A Bonds. The Series 2016A Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2016A Bonds, each in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2016A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2016A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their

holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016A Bonds, except in the event that use of the book-entry system for the Series 2016A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2016A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2016A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2016A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2016A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016A Bonds, such as defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2016A Bonds may wish to ascertain that the nominee holding the Series 2016A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to CFX as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2016A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption, proceeds, distributions, and dividend payments on the Series 2016A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from CFX or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, the Registrar, the Paying Agent or CFX, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of CFX and/or the Paying Agent for the Series 2016A Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

CFX, the Trustee, the Paying Agent and the Registrar do not have any responsibility or obligation to the Direct Participants, Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant, (2) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of an interest on the Series 2016A Bonds, (3) the delivery or timeliness of delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Bond Resolution to be given to Bondholders, or (4) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bondholders.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that CFX believes to be reliable, but CFX takes no responsibility for the accuracy thereof.

Discontinuance of Book-Entry Only System

DTC may discontinue providing its services as securities depository with respect to the Series 2016A Bonds at any time by giving reasonable notice to CFX. Under such circumstances, in the event that a successor securities depository is not obtained, the Series 2016A Bond certificates are required to be printed and delivered directly to the Beneficial Owners of the Series 2016A Bonds, or their nominees.

CFX may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) upon compliance with all applicable rules and procedures. In that event, the Series 2016A Bond certificates will be printed and delivered.

So long as Cede & Co. is the Registered Owner of the Series 2016A Bonds, as nominee of DTC, references in this Official Statement to the Bondholders of Series 2016A Bonds or Registered Owners of the Series 2016A Bonds shall mean Cede & Co., and shall not mean the Beneficial Owners of the Series 2016A Bonds.

SECURITY FOR THE SERIES 2016A BONDS

General

The Series 2016A Bonds are payable from and secured by a pledge of and lien on System Pledged Revenues, which currently consists of, among other things, Net Revenues and until applied in accordance with the provisions of the Bond Resolution and amounts on deposit in certain of the funds and accounts established under the Bond Resolution. See "SECURITY FOR THE SERIES 2016A BONDS - Net Revenues" herein.

The pledge of and lien on the System Pledged Revenues securing the Series 2016A Bonds is on a parity with the pledge thereof and lien thereon securing the other Outstanding Parity Bonds, any additional Parity Bonds hereafter issued pursuant to the Bond Resolution and any Qualified Swap Payments related to such Bonds, if any. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Senior Obligations" and "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

The Bond Resolution permits CFX to pledge Supplemental Payments, which include payments (the "County Interlocal Agreement Payments") made pursuant to the County Interlocal Agreement (as defined herein), as additional security for the payment of one or more Series of Bonds to the extent System Pledged Revenues (and if pledged to a particular Series of Bonds, Series Payments), are insufficient therefor. See the definition of "Supplemental Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Supplemental Payments. However, no such Supplemental Payments are currently pledged to the payment of the Series 2016A Bonds. Currently, the County Interlocal Agreement Payments only secure the Series 1990 Bonds. While all of the Series 1990 Bonds are secured by the County Interlocal Agreement Payments, holders of the other Outstanding Parity Bonds do not have any right to repayment from the County Interlocal Agreement Payments and the same are not pledged as security for the Series 2016A Bonds or the Outstanding Parity Bonds. See "SECURITY FOR THE SERIES 2016A BONDS - No County Interlocal Agreement Payments Pledged For Series 2016A Bonds " herein.

The Bond Resolution also permits CFX to pledge additional revenue sources as System Payments which shall constitute a portion of the System Pledged Revenues,

however, no such System Payments are currently pledged to the payment of the Series 2016A Bonds or any other Bonds. See the definition of "System Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute System Payments and to be included as part of the System Pledged Revenues.

Pursuant to the Bond Resolution, a particular Series of Bonds may also be secured by a pledge of Series Payments. See the definition of "Series Payments" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto for the criteria for additional revenue sources to constitute Series Payments. There are no Series Payments currently pledged to the payment of the Series 2016A Bonds or any other Bonds.

Parity Bonds, including the Series 2016A Bonds, are also secured by and payable from monies in the respective subaccount within the Debt Service Reserve Account related to such Series of Bonds and various funds and accounts created pursuant to the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" herein for a description of such funds and accounts. See "SECURITY FOR THE SERIES 2016A BONDS - Debt Service Reserve Account" herein for a description of the Debt Service Reserve Account and the Series 2016A Reserve Subaccount therein.

Net Revenues

Net Revenues pledged to the payment of principal of and interest on the Series 2016A Bonds are derived by deducting from the Gross Revenues of the System, the Cost of Maintenance, the Cost of Operation, required deposits to the OM&A Reserve Account, and Administrative Expenses. The Bond Resolution defines "Gross Revenues" as (1) all tolls, leasehold payments, concession payments, revenues, rates, rents, charges and other income and receipts derived by or for the account of CFX from the leasing or operation of the System, (2) investment income received on any amounts held pursuant to the Bond Resolution or any Supplemental Authorizing Resolution in the System General Revenue Fund, the System General Reserve Fund, the System Projects Fund, the OM&A Fund and the Renewal and Replacement Fund, and (3) the proceeds of any use and occupancy insurance on any portion of the System. "Gross Revenues" do not include Supplemental Payments, Series Payments, System Payments, revenues derived from the operation of Non-System Projects (unless designated part of the System pursuant to the Bond Resolution), payments pursuant to a Bond Letter of Credit, payments pursuant to a Qualified Swap Agreement, or the proceeds of any gifts, grants, or other payments to CFX from the United States government, the State or any public or private instrumentality, individual or entity that are not in the nature of an operating, concession or rental payment with respect to the use and operation of the System. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein.

Debt Service Reserve Account

The Bond Resolution creates the Central Florida Expressway Authority 2016A Bond Debt Service Reserve Subaccount (the "2016A Reserve Subaccount") as a separate subaccount within the Debt Service Reserve Account established pursuant to the Master Bond Resolution. The 2016A Reserve Subaccount shall be held by the Paying Agent and funded by the deposit of the 2016A Reserve Account Credit Facility issued by _____ (the "Credit Facility Provider") in an amount equal to the Debt Service Reserve Requirement applicable thereto. The Debt Service Reserve Requirement for the Series 2016A Bonds equals _____. Monies drawn on the 2016A Reserve Account Credit Facility shall be used only for deposit into the Interest Account, the Principal Account, or the Bond Redemption Account when the monies in the System General Revenue Fund are insufficient to pay the principal of and interest on the Series 2016A Bonds. Draws on the 2016A Reserve Account Credit Facility shall be restored from the first System Pledged Revenues available to CFX after all required payments have been made to the Interest Account, the Principal Account and the Bond Redemption Account.

The 2016A Reserve Account Credit Facility which shall be deposited into in the 2016A Reserve Subaccount shall solely secure the Series 2016A Bonds. All other money and Reserve Account Credit Facilities on deposit in the Debt Service Reserve Account, or subaccounts therein, shall secure the Outstanding Parity Bonds. Unless the authorizing resolution for any Series of Bonds provides for the funding of the Debt Service Reserve Account in installments as permitted by the Bond Resolution, the Debt Service Reserve Account shall be fully funded immediately upon the issuance of such Series of Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "TWENTIETH SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B for the provisions concerning the funding of the Debt Service Reserve Account.

CFX has purchased Reserve Account Credit Facilities from various providers for the benefit of all Bonds Outstanding except the Series 2008B Bonds, the Series 2010A Bonds and the Series 2010C Bonds. The Bond Resolution does not require minimum ratings for providers of Reserve Account Credit Facilities. The Debt Service Reserve Requirement associated with the Series 2008B Bonds is zero so long as the credit facilities supporting the Series 2008B Bonds remain in effect. The Debt Service Reserve Requirement for the Series 2010A Bonds was funded from proceeds of the Series 2010A Bonds and the 2010A Reserve Subaccount secures the repayment of the Series 2010A Bonds only. The Debt Service Reserve Requirement for the Series 2010C Bonds was funded from the proceeds of the Series 2010C Bonds and the 2010C Reserve Subaccount secures the repayment of the Series 2010C Bonds only. Other Series of Outstanding Bonds are secured by investments in subaccounts established for such Series in the Debt Service Reserve Account.

Limited Obligations

The Series 2016A Bonds and all obligations under the Bond Resolution are limited obligations of CFX payable solely from the System Pledged Revenues, and, if applicable, any Supplemental Payments (including County Interlocal Agreement Payments) or Series Payments hereafter pledged to the payment of the Series 2016A Bonds and earnings on funds held in certain funds and accounts, as respectively provided in the Bond Resolution.

NONE OF THE STATE OF FLORIDA, ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA (COLLECTIVELY, THE "COUNTIES"), THE CITY OF ORLANDO, FLORIDA (THE "CITY"), NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON, THE SERIES 2016A BONDS AND THE FULL FAITH AND CREDIT OF THE STATE, THE COUNTIES OR OF ANY OTHER POLITICAL SUBDIVISION OF THE STATE SHALL NOT BE DEEMED TO HAVE BEEN PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2016A BONDS. NO OWNER OF ANY OF THE SERIES 2016A BONDS SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE STATE, THE COUNTIES, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, OR TAXATION IN ANY FORM OF REAL PROPERTY LOCATED THEREIN, OR THE APPLICATION OF ANY FUNDS, OTHER THAN FUNDS PLEDGED FOR THE PAYMENT OF THE SERIES 2016A BONDS. CFX HAS NO TAXING POWER. THE SERIES 2016A BONDS ARE NOT SECURED BY A MORTGAGE ON OR SECURITY INTEREST IN ANY OF THE REAL OR PERSONAL PROPERTY CONSTITUTING PART OF THE SYSTEM.

No County Interlocal Agreement Payments Pledged For Series 2016A Bonds

The Florida Interlocal Cooperation Act of 1969, Section 163.01 of the Florida Statutes (the "Interlocal Cooperation Act"), authorizes local governmental units to enter into agreements that provide for cooperation in the provision of governmental services and facilities. Pursuant to the Interlocal Cooperation Act, CFX and Orange County, Florida entered into an Interlocal Agreement (the "County Interlocal Agreement"). The County Interlocal Agreement states that CFX will provide, operate and maintain existing and future roads and related facilities comprising the System, in exchange for which Orange County, Florida will make certain County Interlocal Agreement Payments which constitute Supplemental Payments under the Bond Resolution with respect to certain Series of Bonds. The County Interlocal Agreement Payments are pledged, as Supplemental Payments, only to the payment of the Series 1990 Bonds.

THE COUNTY INTERLOCAL AGREEMENT PAYMENTS ARE NOT PLEDGED AS SECURITY FOR THE SERIES 2016A BONDS AND WILL NOT BE AVAILABLE FOR THE PAYMENT OF ANY PORTION OF THE SERIES 2016A BONDS.

MUNICIPAL BOND INSURANCE

CFX has received a commitment from _____ (the "Insurer"), for the issuance of a municipal bond insurance policy on all or a portion of the Series 2016A Bonds. The purchase of such insurance, if available, and payment of all associated costs, including the premium charged by the Insurer, will be at the option and expense of the purchaser of the Series 2016A Bonds. The purchaser of the Series 2016A Bonds understands, by submission of its bid, that it is solely responsible for the decision to purchase such insurance and all negotiations with the Insurer as to the premium to be paid. If any portion of the Series 2016A Bonds is sold on an insured basis, reference to the insurance policy will appear in the final official statement and on the Series 2016A Bonds; however the provisions of the financing documents will not be altered, nor will CFX consent to make additional representations, undertakings or warranties.

SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION

Toll Provisions

Toll Covenant. Pursuant to the Bond Resolution, CFX covenants that, except as described below in this section under "Adjustments and Classifications of Tolls; Free Passage," it will at all times charge and collect or cause to be charged and collected, tolls, leasehold payments, concession payments, revenues, rates, rents and other charges for the use of the System at rates not less than as shall be required so that:

(a) System Pledged Revenues, plus Supplemental Payments, if any, in an amount not to exceed the aggregate Annual Debt Service Requirement for such Fiscal Year for all Series of Bonds to which such Supplemental Payments are pledged, in each Fiscal Year will be sufficient to make deposits required to be made into the Debt Service Reserve Account pursuant to the Bond Resolution and shall equal at least 120% of the Annual Debt Service Requirement in such Fiscal Year with respect to all Bonds then Outstanding; provided, however, that System Pledged Revenues will in no event provide in each Fiscal Year less than 120% of the Annual Debt Service Requirement with respect to all Bonds then Outstanding; and

(b) Gross Revenues shall be sufficient to pay all payments required by the terms of the Bond Resolution including:

(i) 100% of the Cost of Operation during such Fiscal Year as provided in the Annual Budget of CFX for such year prepared in conformity with the Bond Resolution;

(ii) 100% of the Administrative Expenses of CFX, as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution;

(iii) 100% of the Cost of Maintenance during such Fiscal Year as provided in the Annual Budget of CFX prepared in conformity with the Bond Resolution; and

(iv) 100% of the required deposits to the OM&A Reserve Account in such Fiscal Year.

(c) System Pledged Revenues for each Fiscal Year shall be sufficient to pay 100% of:

(i) deposits and payments required pursuant to the Bond Resolution;

(ii) deposits and payments required pursuant to any resolution, indenture or other authorizing instrument under which any obligations of CFX secured by a pledge of the System Pledged Revenues junior and subordinate to the Bonds are issued; and

(iii) the Renewal and Replacement Requirement.

The definition of "Annual Debt Service Requirement" provides for certain credits against debt service and assumptions in calculating debt service on Bonds with respect to interest earnings, capitalized interest, Series Payments, Qualified Swap Payments and inverse floating rate bonds. The Series 2015 Notes are treated as Balloon Bonds under the Master Bond Resolution, when calculating the amount of the deposits required in each Fiscal Year for purposes of the Annual Debt Service Requirement with respect to the Series 2015 Notes, and shall be treated as payable in each such Fiscal Year the amount of principal installments which would have been payable during such Fiscal Year had the principal of the Series 2015 Notes Outstanding been amortized, from the end of the fifth anniversary of the original issuance of the Series 2015 Notes over a period of 25 years thereafter, on a level debt service basis at an interest rate equal to the rate borne by the Series 2015 Notes on the date of calculation, provided if the date of calculation is within 12 months before the actual maturity of the Series 2015 Notes, the full amount of principal payable at maturity will be included in such calculation. See the definition of "Annual Debt Service Requirement" in "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

Failure in any Fiscal Year to comply with the rate covenant described in the Bond Resolution shall not constitute an Event of Default under the Bond Resolution if CFX

complies with the requirements of the Bond Resolution with respect to annual review of the financial condition of the System and the sufficiency of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments and implementation of schedules of tolls and other rates and charges recommended by an Independent Consultant; provided that if an Independent Consultant shall be of the opinion that a schedule of tolls and other rates and charges for the System which would meet such rate covenant is impracticable at the time, and CFX therefore cannot comply with such requirements, then CFX shall fix and establish such tolls and other rates and charges as to be recommended by an Independent Consultant to comply as nearly as practicable with such rate covenant, and in such event, failure to comply with the rate covenant will not be an Event of Default under the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A.

In addition to the foregoing, CFX is bound by certain covenants under the Junior TIFIA Loan Agreement regarding tolls rates and related coverage ratios which are similar to the above-described covenants under the Bond Resolution. See "JUNIOR TIFIA LOAN AGREEMENT - Affirmative Covenants - Rate Coverage" herein for a description of such toll covenants under the Junior TIFIA Loan Agreement.

Reduction of Tolls. Except as described below in this section under "Adjustments and Classification of Tolls; Free Passage," CFX also covenants in the Bond Resolution not to reduce any rate of toll fixed for transit over the System unless, in addition to obtaining the approval of the Department, if applicable, it shall first obtain or certify as follows in connection with any action of CFX authorizing such reduction: (a) CFX shall have obtained a certificate of an Independent Consultant setting forth estimates of the Gross Revenues, System Pledged Revenues, Supplemental Payments and Series Payments pledged to the Bonds for the then current and each future Fiscal Year to and including the latest maturity of the Bonds, which may take into consideration, among other things, the additional use of the System projected to result from such reduction in the rate of tolls; (b) CFX shall have received a favorable recommendation from an Independent Consultant that such proposed reduction be placed in effect, (c) approval by the Department, if applicable, and (d) CFX has filed with the Department, if applicable, a certificate of an Authorized Officer of CFX setting forth (i) the Annual Debt Service Requirement for the then current and each future Fiscal Year, (ii) that the estimated System Pledged Revenues for the then current and each future Fiscal Year are not less than 1.50 times the Annual Debt Service Requirement for such respective current or future Fiscal Year, (iii) that CFX is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Bond Resolution, and (iv) that immediately prior to such proposed reduction, the amount on deposit in the Debt Service Reserve Account was equal to the Debt Service Reserve Requirement with respect to the Bonds. The certificate of an Independent Consultant referenced above is to be based, in part, on estimates of the Cost of Operation, the Cost of Maintenance,

deposits to the OM&A Reserve Account and the Administrative Expenses of CFX for the System prepared by CFX and certified by an Authorized Officer of CFX.

Adjustments and Classification of Tolls; Free Passage. CFX covenants in the Bond Resolution that tolls will be classified in a reasonable way to cover all traffic, so that tolls will be uniform in application to all traffic falling within any reasonable class regardless of status or character of any person, firm or corporation participating in the traffic, except that classification of tolls based upon frequency, volume, time of such traffic, distance traveled, method of payment, or other method of classification used by comparable tolling authorities shall be deemed to be a reasonable classification for the purposes of the Bond Resolution. CFX may increase toll rates at any time and, with the approval of the Department with respect to those portions of the System for which the Department pays the Cost of Operation, increase the number of toll gates at any time upon recommendation of an Independent Consultant. CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided that such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the respective toll covenants in the Bond Resolution. For a discussion of CFX's current program of toll volume discounts, see "SYSTEM REVENUES - E-PASS Discounts" herein.

CFX further covenants in the Bond Resolution that they will not allow or permit any free use of the toll facilities of the System except to officials or employees of CFX and the Department engaged in official business of CFX and the Department, or law enforcement officers, or emergency vehicles while in the discharge of their official duties, or except as required by existing law. See "SYSTEM REVENUES - Toll Suspension" herein.

Issuance of Senior Obligations

CFX covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations payable on a senior or priority basis to the Bonds from the System Pledged Revenues and Supplemental Payments, nor shall it voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority to the lien of the Bonds issued pursuant to the Bond Resolution. CFX further covenants in the Bond Resolution that it will not issue any bonds, evidences of indebtedness or other obligations except upon the conditions and in the manner provided in the Bond Resolution, payable on a parity from the System Pledged Revenues and Supplemental Payments, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or any other charge payable on a parity basis with the lien of the Bonds issued pursuant to the Bond Resolution and the interest thereon, upon any of the System Pledged Revenues and Supplemental Payments. Notwithstanding the foregoing, CFX may issue other obligations secured by a pledge of the System Pledged Revenues and Supplemental Payments in addition to the Bonds authorized by the Bond Resolution provided such obligations contain an express

statement that such obligations are junior, inferior and subordinate in all respects to the Bonds issued pursuant to the Bond Resolution as to lien on and source and security for payment from the System Pledged Revenues and Supplemental Payments and in all other respects.

Additionally, the Junior TIFIA Loan Agreement imposes certain conditions on the issuance of such senior obligations and the creation of any additional lien rights outside of the Bond Resolution and the Master Junior Lien Bond Resolution with respect to System Pledged Revenues. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for more complete statement of the terms and conditions related to senior obligations under the Junior TIFIA Loan Agreement.

Issuance of Parity Bonds

CFX may issue Parity Bonds (a) for the purpose of financing System Projects, either alone or jointly with other persons, public bodies or private bodies, (b) for the purpose of financing Non-System Projects, either alone or jointly with other persons, public bodies or private bodies, (c) for the purpose of refunding Outstanding Bonds, (d) for the purpose of completing any System Project for which Bonds have been previously issued pursuant to the Bond Resolution, or (e) for the purpose of refunding subordinated indebtedness.

Except with respect to Refunding Bonds and Completion Bonds, no such Parity Bonds shall be issued unless the following, among other conditions, are complied with:

(a) The amount of the System Pledged Revenues and any Supplemental Payments received or available during the immediately preceding Fiscal Year or any 12 consecutive calendar months selected by CFX out of the 15 consecutive calendar months immediately preceding the issuance of said Parity Bonds, adjusted as described in the Bond Resolution, as verified by the Verification Agent, equaled at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of the Annual Debt Service Requirement on the Bonds then outstanding and the Parity Bonds proposed to be issued.

The System Pledged Revenues calculated pursuant to this paragraph (a) may be adjusted, at the option of CFX, if CFX, prior to the issuance of the proposed Parity Bonds, has increased the tolls for transit over the toll facilities of the System. The Net Revenues for the 12 consecutive months out of the 15 months immediately preceding the issuance of said Parity Bonds, shall be adjusted, based upon a certificate of an Independent Consultant, showing the Net Revenues which would have been derived from the System in such 12 consecutive months as if such increased tolls of the System had been in effect during all of such 12 consecutive months.

(b) (i) If CFX is constructing or acquiring a System Project from the proceeds of such Parity Bonds and assuming, except as described below, that the toll rates and charges in effect at the time of issuance of such Parity Bonds will be the toll rates and charges to be charged and collected from users of the System when such System Project is completed and open for transit, the annual System Pledged Revenues estimated by an Independent Consultant to be derived during ten full Fiscal Years of operation after the estimated date of completion of the construction or acquisition of said System Project, plus an amount equal to the Supplemental Payments (not to exceed the portion of the Maximum Annual Debt Service Requirement attributable to the Series of Bonds secured by such Supplemental Payments) available (or, as provided by a projection of an Independent Consultant that would have been available had the pledge of such Supplemental Payments been in effect) during any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation, will be equal to at least 120% of the corresponding Annual Debt Service Requirement on the Bonds then Outstanding and the Parity Bonds then proposed to be issued; and such System Pledged Revenues without regard to Supplemental Payments must equal at least 120% of such Annual Debt Service Requirement. Any adjustment (including any increase or decrease) in the toll rate structure or other charges scheduled to be put in place may be incorporated into the System Pledged Revenues estimate by an Independent Consultant pursuant to this subparagraph (i) only if CFX has established a forecast of tolls or other charges to be charged and collected from users of the System when such System Project is completed and open for transit. For purposes of calculating the System Pledged Revenues, the amount of System Payments to be included shall be equal to the amount of such System Payments received (or, as provided by a projection of an Independent Consultant, that would have been received had such System Payment been in effect) in any 12 consecutive calendar months out of the 15 consecutive calendar months preceding the date of calculation.

(ii) System Pledged Revenues for the System, plus Supplemental Payments pledged to the Bonds for the preceding Fiscal Year or for 12 consecutive months of the preceding 15 months, must equal at least the Maximum Annual Debt Service Requirement. In calculating the System Pledged Revenues for purposes of this paragraph only, such System Pledged Revenues may be adjusted as follows:

(A) If a toll increase has been adopted for the System prior to the issuance of the proposed Parity Bonds, the System Pledged Revenues may be adjusted, based on a certificate of an Independent Consultant to show the System Pledged Revenues which would have been derived from said System in such 12 consecutive months as if such tolls of said System had been in place during all of such 12 consecutive months; and

(B) Such System Pledged Revenues for the System may also be estimated by an Independent Consultant for the first full Fiscal Year of operation of the System Project to be financed from the proposed Parity Bonds. Such projection, as certified by an Independent Consultant, may not be for a Fiscal Year which exceeds three full Fiscal Years beyond the year of issuance of such Parity Bonds.

See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A for a more complete statement of the terms and conditions for the issuance of Parity Bonds, including the conditions for the issuance of Parity Bonds for purposes of financing Non-System Projects.

As previously described herein, CFX is bound by additional covenants regarding the issuance of Parity Bonds pursuant to the Junior TIFIA Loan Agreement. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein for a discussion of the limitations thereunder.

Issuance of Refunding Bonds and Completion Bonds

CFX may issue Refunding Bonds and Completion Bonds under the Bond Resolution payable on a parity with the Outstanding Bonds in the manner and upon compliance with the conditions set forth under "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" herein, except that CFX need not comply with the provisions of sub-paragraph (b)(i) and (ii) thereunder nor the requirements under the Bond Resolution relating to a supplemental Lease-Purchase Agreement, System Payments, Series Payments and Supplemental Payments nor the delivery of a certificate of an Authorized Officer and a certificate of the Independent Consultant. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A for a more complete discussion of the requirements for the issuance of Refunding Bonds and Completion Bonds.

Notwithstanding the foregoing, the Junior TIFIA Loan Agreement requires that, and prior to the issuance of any Completion Bonds, CFX comply with certain additional requirements as stated therein including the provisions of sub-paragraph (b)(i) discussed in the immediately preceding paragraph and excepted under the Bond Resolution.

Qualified Swap Agreements

The Bond Resolution permits CFX to enter into one or more Qualified Swap Agreements with respect to one or more Series of Bonds. Qualified Swap Payments payable by CFX under any such agreement will be payable from the Interest Account on a parity with interest payments with respect to Bonds. Certain termination fees and payments associated with the Qualified Swap Agreements will be subordinate to the payment of the Bonds and Qualified Swap Payments. See "VARIABLE RATE

EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A.

Additionally, the Junior TIFIA Loan Agreement provides that, during the term of the TIFIA Loan, with respect to any Parity Bonds or Junior Lien Bonds bearing interest at a variable rate issued after March 25, 2015, CFX shall have in full force and effect a Qualified Swap Agreement with a stated maturity date not earlier that the final maturity date of the related Parity Bond or Junior Lien Bond, as applicable. See "JUNIOR TIFIA LOAN AGREEMENT - Swap Covenants Under Junior TIFIA Loan Agreement" herein for a discussion of such requirements.

Flow of Funds

Pursuant to the Bond Resolution, the entire Gross Revenues derived from the operation of the System shall be collected by CFX, or its agents, and, to the extent practicable, deposited daily in the System General Revenue Fund. Upon the pledging of any System Payments, there shall also be created in the System General Revenue Fund a separate account designated the "System Payments Account." Funds on deposit in the System General Revenue Fund and the System Payments Account will constitute System Pledged Revenues under the Bond Resolution.

In addition to the System General Revenue Fund and the accounts thereunder, the following funds and accounts shall be continued and maintained under the Bond Resolution so long as Bonds are Outstanding and shall constitute funds and accounts established under the Bond Resolution:

(a) The "Expressway System Operation, Maintenance and Administrative Expenses Fund" (the "OM&A Fund"). There are also created four separate accounts in the OM&A Fund to be known as the "Cost of Operation Account," the "Cost of Maintenance Account," the "Administrative Expenses Account" and the "OM&A Reserve Account."

(b) The "Expressway System General Reserve Fund" (the "System General Reserve Fund").

(c) The "Expressway System Renewal and Replacement Fund" (the "Renewal and Replacement Fund").

(d) The "Expressway System Projects Fund" (the "System Projects Fund").

In addition to the foregoing, the following funds and accounts are created by the Bond Resolution for the benefit of Outstanding Bonds:

(a) The "Expressway System Sinking Fund" (the "Sinking Fund") and four separate accounts therein to be known as the "Interest Account," the "Principal Account," the "Bond Redemption Account," and the "Debt Service Reserve Account."

(b) The "Expressway System Series Payment Fund" (the "Series Payment Fund") provided that a Series of Bonds to which Series Payments are pledged is Outstanding. The creation and establishment from time to time of separate accounts in the Series Payment Fund are also authorized.

(c) The "Expressway System Supplemental Payments Fund" (the "Supplemental Payments Fund") provided that a Series of Bonds to which Supplemental Payments are pledged is Outstanding. The creation and establishment from time to time of separate accounts in the Supplemental Payments Fund are also authorized.

(d) The "Expressway System Construction Fund" (the "Construction Fund"). CFX may by Supplemental Authorizing Resolution establish individual Construction Accounts for particular Series of Bonds issued pursuant to such Supplemental Authorizing Resolution.

(e) The "Expressway System Rebate Fund" (the "Rebate Fund"). CFX may, by Supplemental Authorizing Resolution, establish individual Rebate Accounts for particular Series of Bonds.

(f) Such other funds, accounts, or sub-accounts as CFX shall determine pursuant to a Supplemental Authorizing Resolution.

The amounts on deposit in the funds and accounts created by or continued under the Bond Resolution including, but not limited to, the System General Revenue Fund, the OM&A Fund, the System General Reserve Fund, the System Projects Fund and the Renewal and Replacement Fund shall constitute System Pledged Revenues, and trust funds for the purposes provided in the Bond Resolution, and for the purposes of accounting are required to be kept separate and distinct from all other funds of CFX and used only for the purposes and in the manner provided for in the Bond Resolution. The Sinking Fund and the accounts therein are required to be held pursuant to the Bond Resolution by a trustee. The Supplemental Payments Fund and the accounts therein shall be established and held in compliance with the document or agreement providing for such Supplemental Payments.

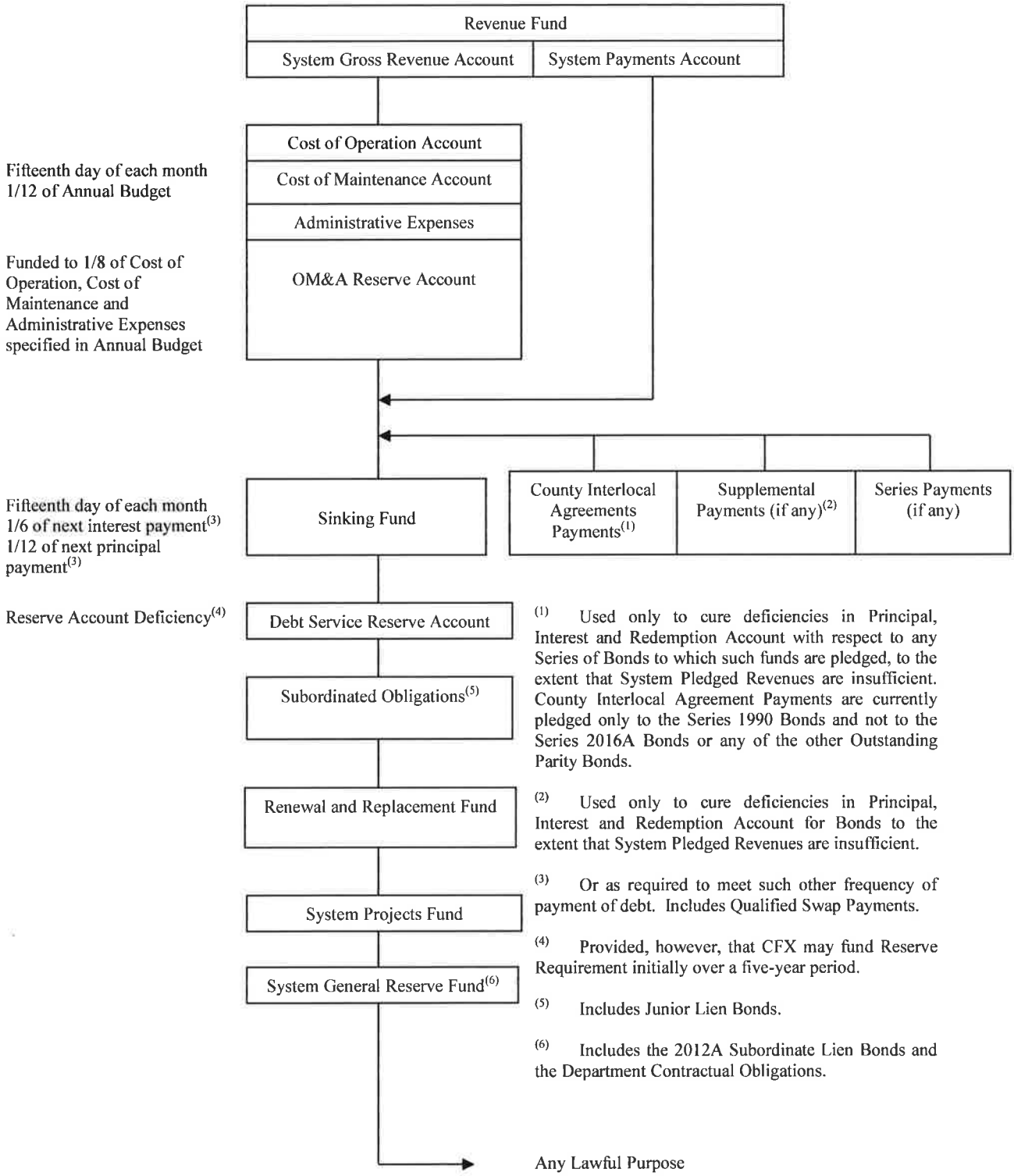
All System Payments shall be deposited by CFX into the System Payments Account in the System General Revenue Fund immediately upon receipt thereof. All Series Payments shall be deposited by CFX into the Series Payments Fund (or if established, the applicable subaccount therein) immediately upon receipt thereof.

Amounts at any time remaining on deposit in the System General Revenue Fund and the System Gross Revenue Account shall be applied in accordance with the provisions of the Bond Resolution.

The following diagram presents a summary of the application of Gross Revenues, System Payments, Series Payments and Supplemental Payments (including County Interlocal Agreement Payments, if any) to the various funds and accounts as provided in the Bond Resolution. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "TWENTIETH SUPPLEMENTAL RESOLUTION" attached hereto as Appendix B for a complete description of the application of such funds under the Bond Resolution.

[Remainder of page intentionally left blank]

Flow of Funds Diagram



(1) Used only to cure deficiencies in Principal, Interest and Redemption Account with respect to any Series of Bonds to which such funds are pledged, to the extent that System Pledged Revenues are insufficient. County Interlocal Agreement Payments are currently pledged only to the Series 1990 Bonds and not to the Series 2016A Bonds or any of the other Outstanding Parity Bonds.

(2) Used only to cure deficiencies in Principal, Interest and Redemption Account for Bonds to the extent that System Pledged Revenues are insufficient.

(3) Or as required to meet such other frequency of payment of debt. Includes Qualified Swap Payments.

(4) Provided, however, that CFX may fund Reserve Requirement initially over a five-year period.

(5) Includes Junior Lien Bonds.

(6) Includes the 2012A Subordinate Lien Bonds and the Department Contractual Obligations.

SYSTEM FINANCING

Bonded Indebtedness

The following table summarizes CFX's Outstanding Parity Bonds, prior to the issuance and delivery of the Series 2016A Bonds.

Bonded Indebtedness	Purpose	Outstanding Par Amount[1]
Series 1990 Bonds	Funded Central Florida GreeneWay (Southern Connector)	$ 12,295,000
Series 2007A Bonds	Funded a portion of the Five-Year Work Plan	425,000,000
Series 2008B-1 Bonds	Refunded certain Bonds	130,705,000
Series 2008B-2 Bonds	Refunded certain Bonds	118,180,000
Series 2008B-3 Bonds	Refunded certain Bonds	149,440,000
Series 2008B-4 Bonds	Refunded certain Bonds	99,615,000
Series 2010A Bonds	Funded a portion of the Five-Year Work Plan	334,565,000
Series 2010B Bonds	Refunded certain Bonds	175,390,000
Series 2010C Bonds	Funded a portion of the Five-Year Work Plan	283,610,000
Series 2012 Bonds	Refunded certain Bonds	201,925,000
Series 2013A Bonds	Refunded certain Bonds	242,320,000
Series 2013B Bonds	Refunded certain Bonds	173,100,000
Series 2013C Bonds	Refunded certain Bonds	106,325,000
Series 2015 Notes	Funding a portion of the Five-Year Work Plan	193,695,000
Total		$2,646,165,000

[1] Upon the successful issuance and delivery of the Series 2016A Bonds and the refunding and defeasance of a portion of the Series 2007A Bonds will no longer be Outstanding.

Source: CFX.

[Remainder of page intentionally left blank]

Estimated Annual Debt Service

The following table presents the estimated annual debt service obligations of CFX on the Outstanding Parity Bonds, upon the issuance and delivery of the Series 2016A Bonds. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein.

Estimated Annual Debt Service [1]

Year Ending June 30	Outstanding Parity Bonds[1]	Series 2016A Bonds		Total Annual Debt Service
		Principal	Interest	
2016	$ 141,898,363			
2017	167,130,790			
2018	167,205,485			
2019	166,454,010			
2020	165,146,851			
2021	166,061,556			
2022	164,273,196			
2023	164,050,963			
2024	163,827,969			
2025	187,192,875			
2026	188,727,950			
2027	188,638,228			
2028	188,570,951			
2029	188,383,730			
2030	188,265,520			
2031	188,121,815			
2032	187,986,179			
2033	187,990,265			
2034	188,009,126			
2035	188,006,917			
2036	148,323,945			
2037	148,306,695			
2038	148,314,468			
2039	148,311,780			
2040	148,317,001			
2041	42,936,750			
2042	42,934,500			
Total	$4,363,387,883			

(1) Estimated debt service on the Outstanding Parity Bonds, including the Series 2008B Bonds, which is net of ongoing expenses such as Bond Credit Facility fees, letter of credit fees, and remarketing fees, where applicable, as the same are not included as part of debt service under the Bond Resolution. Debt service on the Series 2008B Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to such Series of Bonds plus any applicable spreads for sub-series privately placed with banks for the duration of the placement. Debt service on the Series 2008B-1 Bonds includes an assumed spread of 55 basis points through May 7, 2020. Debt service on the Series 2008B-2 Bonds includes an assumed spread of 58 basis points through July 30, 2018. Debt service on the Series 2008B-3 Bonds and the Series 2008B-4 Bonds includes an assumed spread of 53.5 basis points through September 10, 2019.

(2) Net of principal on the Series 2015 Notes which is expected to be paid from the proceeds of the draw on the Junior TIFIA Loan.

Numbers may not add due to rounding.

Source: Prepared by Public Financial Management, Inc. and National Minority Consultants, Inc. and approved by CFX.

Certain Subordinated Obligations

SIB Loan. CFX entered into a SIB Loan pursuant to a State Infrastructure Bank Loan Agreement (the "SIB Loan Agreement") with the Department in Spring 2005. Pursuant to the SIB Loan Agreement, the Department advanced CFX $35,000,000 for the purpose of acquiring rights-of-way for the John Land Apopka Expressway. CFX has agreed to repay the SIB Loan, with interest at a rate equal to 1.25% per annum, over approximately 12.5 years, from System Pledged Revenues. As of the date hereof, $2,105,849 of the SIB Loan remains outstanding The pledge of such System Pledged Revenues to the repayment of the SIB Loan shall be junior and subordinate to payment of the Series 2016A Bonds, the other Outstanding Parity Bonds, future Series of additional Parity Bonds and the Qualified Swap Payments.

2012A Subordinate Lien Bonds. On November 29, 2012, CFX issued its Refunding Revenue Bonds, Series 2012A (the "2012A Subordinate Lien Bonds") in the original aggregate principal amount of $59,060,000 to fund termination payments associated with the optional termination of a portion of CFX's Qualified Swap Agreements. The 2012A Subordinate Lien Bonds are secured by a pledge of and lien on System Pledged Revenues junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues securing CFX's payment obligations with respect to: (1) Bonds and Qualified Swap Payments that are currently issued and Outstanding or may be issued in the future under CFX's Master Bond Resolution and (2) certain other subordinate obligations of CFX, including Junior Lien Bonds. As of the date hereof, the 2012A Subordinate Lien Bonds are outstanding in the aggregate principal amount of $59,060,000.

Additionally, the Junior TIFIA Loan Agreement requires that upon the payment or discharge of CFX's obligations under the Lease-Purchase Agreement, CFX shall (i) reclassify the 2012A Subordinate Lien Bond as a Junior Lien Bond reissued and delivered pursuant to the Master Junior Lien Bond Resolution, and (ii) deliver a copy thereof to the TIFIA Lender. The obligations currently evidenced by the 2012A Subordinate Lien Bond shall not be entitled to the benefits of a Junior Lien Bond (including payment of principal and interest on parity with any other Junior Lien Bonds) until such time as CFX's obligations under the Lease-Purchase Agreement are paid or discharged and a new 2012A Junior Lien Bond is executed, authenticated and issued in accordance with the terms of the Junior TIFIA Loan Agreement. Under the Junior TIFIA Loan Agreement and unless waived in writing by the Junior TIFIA Lender, such reclassification is a condition precedent to disbursement of any proceeds of the Junior TIFIA Loan.

Department Contractual Obligations. On May 29, 2012 the Department and CFX signed a memorandum of understanding (the "Wekiva MOU") setting forth the required terms of the hereinafter described and subsequently executed Wekiva Interlocal Agreement pursuant to which the parties will build the Wekiva Parkway Project. Certain

key provisions of the Wekiva MOU were codified in Sections 348.7546 and 348.757(9), Florida Statutes, effective July 1, 2012. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein for a more detailed description of the Wekiva Interlocal Agreement. Pursuant to such statutes and the Wekiva Interlocal Agreement, CFX is required to repay its long-term debt owing to the Department under the Lease-Purchase Agreement (the "Department Contractual Obligations"), which as of the date hereof is approximately $171 million by making the following remaining annual payments (the "LPA Repayments") from the System General Reserve Fund: (i) $20 million on July 1, 2016 and on each July 1 thereafter until the remaining Department Contractual Obligations are less than $20 million; and (ii) a final payment of the balance of the Department Contractual Obligations on the July 1 immediately following the last $20 million payment. If CFX fails to make any of the scheduled LPA Repayments and such failure is not cured within 60 days, the Department would have authority to disapprove all or any portion of CFX's work plan and operating budget and compel compliance with this provision. The Department Contractual Obligations of CFX are junior and subordinate to the lien on System Pledged Revenues under the Bond Resolution. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" and "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein for a further discussion of the flow of funds and priority of payments under the Bond Resolution.

See Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F for further information regarding the subordinated obligations and other indebtedness of CFX.

JUNIOR TIFIA LOAN AGREEMENT

General

In July 2015, CFX issued the Series 2015 Notes to, among other things, provide short-term financing for the portion of the Wekiva Parkway Project for which CFX is responsible (the "2015 Project"). Pursuant to the Junior TIFIA Loan Agreement, the TIFIA Lender has agreed to extend the Junior TIFIA Loan to CFX in an amount not to exceed approximately $193.7 million. The proceeds of the Junior TIFIA Loan will be applied to the payment, reimbursement or refinancing of certain costs of the 2015 Project that are eligible to be financed with proceeds of the Junior TIFIA Loan pursuant to federal law. The Junior TIFIA Loan is secured by a pledge of and lien on System Pledged Revenues which is junior, inferior and subordinate in all respects to the pledge of and lien on System Pledged Revenues under the Bond Resolution. The proceeds of the Junior TIFIA Loan must be drawn no later than one year after substantial completion of the 2015 Project, and such proceeds are expected to be available to pay the Series 2015

Notes on their maturity date and, if sufficient, pay additional federally eligible costs of the 2015 Project.

As of the date hereof, the 2015 Project is currently on schedule, and CFX expects the 2015 Project will be placed into service by January 2018. The Junior TIFIA Loan is currently in full force and effect and CFX is in full compliance with the terms thereof. CFX expects to draw on the Junior TIFIA Loan by July 1, 2018 to pay the principal of the Series 2015 Notes at maturity. Notwithstanding the foregoing, disbursement of the Junior TIFIA Loan is subject to several conditions precedent as described therein. In the event the conditions to disbursement of the Junior TIFIA Loan cannot be satisfied on or before the maturity date of the Series 2015 Notes, CFX will be required to use an alternate method of repaying the Series 2015 Notes, which may include the issuance of Additional Bonds.

The following is a brief summary of certain terms of the Junior TIFIA Loan Agreement which may, under certain circumstances, affect the rights of the Holders of the Series 2016A Bonds.

Events of Default and Remedies

Events of Default.

The Junior TIFIA Loan Agreement specifies various events constituting events of default thereunder, including but not limited to:

(a) *Payment Default.* CFX fails to pay any of the principal amount of or interest on the Junior TIFIA Loan, when due.

(b) *Covenant Default.* CFX fails to observe or perform any covenant, agreement or obligation of CFX under the Junior TIFIA Loan Agreement, or any other TIFIA loan document, and such failure is not cured within 30 days after receipt by CFX from the TIFIA Lender of written notice thereof.

(c) *Acceleration of Bonds or Other Material Indebtedness.* Any acceleration shall occur of the maturity of any Bonds, or junior lien obligations under the Master Junior Lien Bond Resolution or of any other indebtedness of CFX, in an aggregate principal amount equal to or greater than $1 million.

(d) *Cross Default.*

(i) Any of the representations, warranties or certifications of CFX made in or delivered pursuant to the documents under which certain indebtedness shall be created, shall prove to be false or misleading in any material respect, or any default shall occur in respect of the performance of

any covenant, agreement or obligation of CFX under such documents, if the effect of such default shall permit the immediate acceleration of the maturity of any or all of such indebtedness.

(ii) CFX shall fail to pay principal of, or interest on any bond, note, certificate, warrant, lease, contract or other financial obligation or security of CFX that is not secured, in whole or in part, by a lien on the System Pledged Revenues, as and when such amounts become due and payable.

(e) *Judgments.* One or more judgments for the payment of money in an aggregate amount in excess of $5,000,000 and not otherwise covered by insurance shall be rendered against CFX and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of CFX to enforce any such judgment.

Remedies.

Whenever any event of default under the Junior TIFIA Loan Agreement that occurred and is continuing, in addition to the other remedies otherwise described therein, the TIFIA Lender:

(a) shall be entitled and empowered to institute any actions or proceedings at law or in equity to enforce the collection of any sums due and unpaid under the Junior TIFIA Loan Agreement or any other TIFIA loan documents;

(b) may prosecute any such judgment or final decree against CFX and collect in the manner provided by law out of the property of CFX the moneys adjudged or decreed to be payable, but only in accordance with and to the extent permitted under the Master Junior Lien Bond Resolution;

(c) may take such actions at law or in equity as may appear necessary or desirable to collect all amounts payable by CFX under the Junior TIFIA Loan Agreement or the other TIFIA loan documents then due and thereafter to become due; and

(d) to the extent the Florida Uniform Commercial Code is applicable to any collateral then pledged to the TIFIA Lender pursuant to the Master Junior Lien Bond Resolution including, but not limited to, the System Pledged Revenues, shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code with respect to such collateral.

Issuance of Additional Indebtedness

In addition to certain limitations imposed by the Bond Resolution and discussed hereinafter, CFX has covenanted in the Junior TIFIA Loan Agreement that, except for certain types of permitted debt as described therein, including Parity Bonds ("Permitted Debt"), CFX must receive prior written consent of the TIFIA Lender to issue or incur indebtedness of any kind; provided, that CFX shall not incur any indebtedness of any kind payable from or supported by the System Pledged Revenues, including Permitted Debt, without the prior written consent of the TIFIA Lender following the occurrence of and during the continuation of an event of default under the Junior TIFIA Loan Agreement. The Junior TIFIA Loan Agreement requires that prior to the issuance by CFX of any Permitted Debt, including Parity Bonds and Junior Lien Bonds, it must comply with certain conditions precedent listed therein, including, but not limited to, securing the TIFIA Lender's consent to the issuance of such Debt or certifying of compliance with certain requirements and financial ratios listed therein. The applicability of specific conditions precedent is based on the type of Permitted Debt proposed to be issued, and in certain circumstances may affect CFX's ability to issue debt under the Bond Resolution, the Master Junior Lien Bond Resolution, or otherwise. The definition of Permitted Debt under the Junior TIFIA Loan Agreement allows for the issuance of the Series 2016A Bonds by CFX pursuant to certain conditions specified therein.

See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION" herein for a description of the aforementioned additional limitations on additional indebtedness under the Bond Resolution.

Swap Covenants Under Junior TIFIA Loan Agreement

CFX has covenanted in the Junior TIFIA Loan Agreement to comply with certain requirements pertaining to interest rate exchange agreements, including, but not limited to the following:

(a) With respect to Parity Bonds issued after March 25, 2015 and at all times when the TIFIA Loan is outstanding, CFX shall have in full force and effect floating-to-fixed interest rate protection agreements (defined individually therein as a "Qualified Hedge") with an aggregate notional amount of not less than 98% and not more than 102% of the aggregate principal amount of such Bonds projected by CFX from time to time to be Outstanding during the term of the TIFIA Loan, and such Qualified Hedges shall have a stated maturity date not earlier than the final maturity date of such related Bonds.

(b) Each Qualified Hedge shall provide for a fixed interest rate or interest rate cap resulting in fixed payment amounts payable by CFX. CFX's payment and termination obligations under such Qualified Hedges shall be from the sources and in the priority specified in the Bond Resolution. CFX shall ensure that, as of the day following the termination date of any Qualified Hedge, either (i) a subsequent Qualified Hedge is in

full force and effect to the extent any such Bonds, bear interest at a variable interest rate, or (ii) such variable rate Bonds have been converted to a fixed rate, in each case in accordance with the Junior TIFIA Loan Agreement.

(c) Other than as provided in the Junior TIFIA Loan Agreement, CFX shall neither terminate, transfer nor consent to any transfer of any existing Qualified Hedge without the TIFIA Lender's prior written consent as long as CFX is required to maintain a Qualified Hedge pursuant to the Junior TIFIA Loan Agreement; and

(d) Notwithstanding the foregoing, CFX's affirmative covenants under the Junior TIFIA Loan Agreement related to Qualified Hedges shall not apply to (i) any Qualified Swap Agreements with respect to Outstanding Parity Bonds that were entered into prior to March 25, 2015 and that are described in the Junior TIFIA Loan Agreement (each an "Existing Hedge"), and (ii) the replacement of any Existing Hedge resulting from a novation (not a termination) of such Existing Hedge, provided that, with respect to subclause (b), (1) the terms and conditions of any replacement Qualified Swap Agreement shall be substantially the same as the terms and conditions of the Qualified Swap Agreement related to the Existing Hedge and (ii) the counterparty to such replacement Qualified Hedge is a qualified provider under the terms of the Junior TIFIA Loan Agreement.

Junior TIFIA Loan Agreement

The Junior TIFIA Loan Agreement was attached in its entirety as an appendix to the Official Statement related to the Series 2015 Notes and may be accessed through the Municipal Securities Rulemaking Board's EMMA website at the following address: http://emma.msrb.org/EA731073-EA573166-EA969026.pdf.

VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS

Variable Rate Exposure

As of the date of this Official Statement, CFX has variable rate demand debt in the aggregate outstanding par amount of approximately $497,940,000. Of this amount, the Series 2008B-1 Bonds are Outstanding in the amount of $130,705,000 and are privately placed with Barclays Bank PLC, the Series 2008B-2 Bonds are Outstanding in the amount of $118,180,000 and are privately placed with RBC Capital Markets, and the Series 2008B-3 Bonds and the Series 2008B-4 Bonds are Outstanding in the aggregate amount of $249,055,000 and are privately placed with Wells Fargo Bank, National Association. The Series 2008B Bonds are each in the "Bank Rate Mode" pursuant to which they bear interest at a variable rate at a defined spread over the SIFMA Index but are not by supported by a credit facility and/or a liquidity facility. CFX continues to

closely manage its rollover and re-pricing risks and seek opportunities to reduce such risks in accordance with its current Interest Rate Risk Management Policy and market conditions. However, any inability of CFX to obtain replacement credit facilities and/or liquidity facilities with respect to any of its variable rate demand debt supported by credit facilities and/or liquidity facilities could require CFX to refinance such Bonds at substantially higher interest rates than the current interest rates on such Bonds and could cause a shorter term out or the acceleration of the maturity of such Bonds. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein for a discussion of the status of CFX's variable rate demand debt. Additionally, the Junior TIFIA Loan Agreement imposes certain conditions to the issuance by CFX of Permitted Debt, including variable rate demand debt. See "JUNIOR TIFIA LOAN AGREEMENT - Issuance of Additional Indebtedness" herein. For more information relating to CFX's variable rate portfolio, see Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Interest Rate Exchange Agreements" herein for a discussion of CFX's interest rate exchange agreements.

Interest Rate Exchange Agreements

General

CFX has entered into the transactions described below, and may enter into additional interest rate exchange agreements, forward purchase agreements, or other synthetic financial instruments in the future for the purpose of managing the interest cost of its debt and its capacity to fund additional projects. Interest rate exchange agreements and other synthetic financial instruments involve risks that could result in an economic loss to CFX. CFX's payment obligations under the transactions described below constitute Qualified Swap Payments under the Bond Resolution and are therefore payable from System Pledged Revenues on a parity with CFX's payment obligations with respect to the Series 2016A Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, provided however, that any termination payments payable by CFX under the transactions described below are payable from System Pledged Revenues on a subordinate basis to CFX's payment obligations with respect to the Series 2016A Bonds, the Outstanding Parity Bonds and any Parity Bonds hereafter issued under the Bond Resolution, unless CFX elects to finance any such termination payment payable by CFX with the proceeds of Parity Bonds. CFX has adopted an Interest Rate Risk Management Policy for the purpose of managing its risk with respect to these transactions and has complied with all relevant provisions of such policy as in effect from time to time.

Governmental accounting standards require derivative instruments, such as the interest rate exchange agreements described below, to be reported on the face of the

entity's financial statement. Since the interest rate exchange agreements described below meet the definition of "qualified hedge," the fair market value of such interest rate exchange agreements is recorded in CFX's audited financial statements as an asset and liability. See "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

Outstanding Qualified Swap Agreements

In July 2004, CFX entered into five floating-to-fixed interest rate exchange agreements in connection with the issuance of CFX's Variable Rate Revenue Bonds, Series 2005 (the "Series 2005 Bonds") having a combined notional amount of $499,105,000 (the "2004 Swaps"). Such interest rate exchange agreements were amended and restated on February 8, 2005. Pursuant to the terms of the 2004 Swaps, CFX has agreed to pay a fixed rate of 4.7753% to each of UBS AG, Citibank, N.A., Morgan Stanley Capital Services Inc., Royal Bank of Canada and JPMorgan Chase Bank, pursuant to a novation agreement transferring the obligation from Bear Stearns Financial Products Inc. (collectively, the "2004 Counterparty") and the 2004 Counterparty will make payments at a variable rate based on the SIFMA Index to CFX. The contractual amounts due for payment by or on behalf of CFX under the 2004 Swaps are guaranteed under a separate insurance policy issued by Ambac Assurance Corporation ("Ambac") in favor of each 2004 Counterparty. Effective March 24, 2010, Ambac established an optional segregated account pursuant to Wisconsin Statute §611.24 (the "Segregated Account") for the purpose of segregating certain segments of its liabilities and consented to the rehabilitation of the Segregated Account. Based upon petition of the Commissioner of Insurance for the State of Wisconsin (the "CIW"), an Order of Rehabilitation was entered by the Circuit Court in Dane County, Wisconsin, the Segregated Account was placed in rehabilitation and a "Rehabilitator" was appointed to take possession of the assets in the Segregated Account and proceed in accordance with the Plan of Operation proposed by the CIW. All five of the insurance policies issued in connection with the 2004 Swaps have been included in the Segregated Account.

The Series 2005 Bonds were refunded with the proceeds of the Series 2008B Bonds. Pursuant to the Amended Ninth Supplemental Bond Resolution authorizing the issuance of the Series 2008B Bonds, the 2004 Swaps were designated as Qualified Swap Agreements with respect to the Series 2008B Bonds and are currently in place with respect to the Series 2008B Bonds.

Termination Risk

CFX previously acquired swap insurance policies for the swaps associated with the 2004 Swaps. Under certain conditions set forth in the swap agreements, neither CFX nor the respective counterparty may designate an early termination date without the consent of the respective insurer of the related swap unless an "Insurer Event" has occurred whereby such insurer (i) fails to meet its payment obligations under the swap,

(ii) fails to maintain a minimum claims paying ability rating or financial strength rating from either S&P or Moody's described in the respective swap agreements or (iii) has its rating from either S&P or Moody's withdrawn or suspended and such rating is not reinstated within 30 days of such withdrawal or suspension.

Additionally, for the 2004 Swaps a separate Credit Support Annex was negotiated with each of the respective counterparties. During Fiscal Year 2009, Ambac, the insurer on the 2004 Swaps, was downgraded below the A-/A3 level. As such, an "Insurer Event" under the 2004 Swaps did take place. Three of the five 2004 Swaps required that CFX demonstrate that it had maintained its own rating above the A-/A3 levels, to prevent a termination, which CFX has and continues to maintain. One of the 2004 Swaps did not consider an "Insurer Event" grounds for early termination unless some additional event of default had taken place, such as failure to meet the payment obligations, none of which have taken place and no posting of collateral is required at this time because the amount of the termination value is below the threshold amount. One of the 2004 Swaps required that CFX either replace the insurance policy with another credit support facility or post collateral in the amount of the termination value in excess of $15 million, based on CFX's credit rating. CFX received the notice of an "Insurer Event" from this counterparty on June 25, 2009 and posted collateral in July 2009 (Fiscal Year 2010). The collateral funds were drawn from an internal discretionary reserve which CFX has established to, among other things, manage the termination risks associated with its swap portfolio which, as of the date of this Official Statement, is set at [$160] million. All investment income on the securities posted as collateral and the securities themselves, are income to and assets of CFX, respectively. The original collateral has been returned to CFX and no other notice to post collateral has been received by CFX.

For more information regarding the termination value of CFX's swap portfolio as of June 30, 2015 and a full discussion of the objectives of CFX's swap portfolio, the fair value thereof as well as certain other risks associated with CFX's swap portfolio, see Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

CFX

Introduction

The Central Florida Expressway Authority is an agency of the State of Florida created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX (the "CFX Bill"), which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities and tangible and intangible property. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance and operation of toll roads in Seminole, Lake, Osceola and

Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the Expressway System. The Governing Board of CFX is made up of nine members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Lake, Orange, Osceola and Seminole Counties; (b) three citizens appointed by the Governor; (c) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

CFX is responsible for the planning, design, construction and operation of the "System." The Master Bond Resolution defines the "Expressway System" or "System" as the entire Orlando-Orange County Expressway (now Central Florida Expressway) System in existence on the date of adoption of the Master Bond Resolution, including but not limited to, all approaches, roads, bridges, avenues of access for such System and those extensions, additions or improvements to the System as contemplated by the Master Bond Resolution or the Act, including System Projects. See "DESCRIPTION OF THE SYSTEM" herein. The Master Bond Resolution also provides that in no event shall Non-System Projects be part of the System unless such Non-System Projects shall meet the requirements of the Master Bond Resolution for conversion to a System Project. See "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A. Since its establishment, CFX has constructed 109 centerline miles of limited access expressways in Orange County, Florida, which currently includes portions of the Martin B. Andersen Beachline Expressway (formerly Bee Line Expressway) (SR 528), the Spessard Lindsay Holland East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway (SR 429), the John Land Apopka Expressway (SR 414) and the Western Beltway Connector (SR 451). CFX is authorized to issue revenue bonds to finance extensions and improvements to the System under the provisions of the Act.

The Florida Transportation Commission is required to monitor the efficiency, productivity and management of the various transportation authorities in the State including CFX and has developed and delivered performance measures which are used to review each such transportation authority once a year.

[Remainder of page intentionally left blank]

CFX Governing Board

The current members of CFX's Governing Board, officers and terms of office are as follows:

Name	Position	Term Expires
Welton Cadwell	Chairman	June 23, 2016
Scott Boyd	Vice Chairman	June 23, 2016
Brenda Carey	Secretary/Treasurer	June 23, 2016
Buddy Dyer	Board Member	At conclusion of tenure as Mayor of Orlando, Florida
Fred Hawkins, Jr.	Board Member	December 14, 2017
Teresa Jacobs	Board Member	At conclusion of tenure as Mayor of Orange County, Florida
Andria Herr	Board Member	June 20, 2018
Jay Madara	Board Member	June 20, 2018
S. Michael Scheeringa	Board Member	June 20, 2018
Diane Gutierrez-Scaccetti	Non-Voting Board Advisor	At conclusion of tenure as Florida's Turnpike Enterprise Executive Director

CFX's Governing Board operates through various standing and ad hoc committees. The Committees are composed of six voting members with five members being staff members or citizen representatives from all the jurisdictions of CFX and the sixth being a citizen representative appointed by the CFX Governing Board after receiving nominations submitted by the gubernatorial Board appointees. The members of the Finance Committee have financial management expertise in governmental accounting and experience in public finance. The Finance Committee reviews all matters related to CFX's finances and makes recommendations to CFX's Governing Board with respect to such matters. The members of the Audit Committee have financial expertise in general accounting principles and experience reviewing financial statements and audit reports. The Audit Committee oversees all internal and external audit functions. The members of the Right-of-Way Committee have experience in Florida eminent domain matters and possess sufficient experience in property acquisition and disposition. The Right-of-Way Committee is responsible for providing oversight and control of the property acquisition and disposition process. The members of the Operations Committee have operations and management experience. The Operations Committee is responsible for reviewing

operational information such as toll collection and violation processing functions, and to establish agency performance indicators to monitor agency operations.

CFX Management

The System is managed by an Executive Director who is appointed by CFX's Governing Board and oversees a staff of approximately 65 full-time employees.

Biographical data concerning certain key officials of CFX is set forth below.

Laura Kelley, *Executive Director*

Laura L. Kelley, Executive Director since May 14, 2015, has been with the agency since 2006. Ms. Kelley holds a Bachelor of Science Degree in Accounting from Florida State University. Prior to joining CFX, she served as the Executive Director for the Florida Transportation Commission in Tallahassee, Florida. Among her accomplishments, Ms. Kelley developed the Florida Transportation Commission Investment Plan for Continued Economic Growth. She has more than 20 years of experience in transportation policy analysis and management.

Lisa Lumbard, *Chief Financial Officer*

Lisa Lumbard, Chief Financial Officer, has been with CFX since 1998. She oversees all of CFX's financial areas, including finance, accounting and budget. Ms. Lumbard holds Bachelor of Science Degrees in Finance and International Business from Florida State University. Ms. Lumbard is active in the Florida Government Finance and Officers' Association and the Government Finance Officers Association.

Joseph L. Passiatore, Esq., *General Counsel*

Joseph L. Passiatore, General Counsel, has been with CFX since June 2007. Mr. Passiatore provides primary legal representation and oversees all legal services for CFX. He received his Bachelor of Arts degree in government from the University of Notre Dame in 1974 and his Juris Doctorate from Stetson College of Law in 1977. He has been a member of the Florida Bar since 1978.

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

Joseph A. Berenis, P.E., Chief of Infrastructure, has been with CFX since March 1988. He oversees all phases of design, construction, and maintenance. Mr. Berenis holds both a Bachelor and Master of Science in Civil Engineering from the University of Nebraska and is a registered Professional Engineer in Florida and in Nebraska.

Corey Quinn P.E., *Chief of Technology/Operations*

Corey Quinn P.E., Chief of Technology/Operations, has been with CFX since 2013. Mr. Quinn oversees Information Technology, Tolling Operations and Intelligent Transportation Systems. Mr. Quinn holds a Bachelor of Science Degree in Civil Engineering from Florida State University and a Masters in Business Administration from the University of Central Florida. Mr. Quinn is a registered Professional Engineer in Florida and serves as the Transportation, Systems, Management and Operations Committee Chairman for MetroPlan Orlando. He is also active in the ITS Florida organization, serving on the board as treasurer.

Michelle Maikisch, *Chief of Staff/Public Affairs Officer*

Michelle Maikisch, Chief of Staff/Public Affairs Office, has more than 15 years in the transportation industry and has been with the agency since 2008. As Chief of Staff/Public Affairs Officer, Ms. Maikisch oversees Human Resources, Records Management and Communications, including legislative affairs. She received her Bachelor of Science Degree in Communication from Florida State University. She is a member of Women in Transportation Services.

Centralized Customer Service System Initiative

CFX was the first in Florida to implement electronic tolling with its E-PASS program in 1994. The Florida Turnpike Enterprises (the "FTE") later implemented their own system, SunPass, in 1999, and the two agencies became interoperable in late 2000. Today, nearly a billion transactions are processed per year by the two agencies and of those, more than 220 million transactions are exchanged between the agencies for payment.

CFX, FTE, Miami-Dade Expressway Authority and Tampa-Hillsborough Expressway Authority previously evaluated the merits of combining the back office operations for all electronic toll collection and violation enforcement/collection. As such, the four agencies have signed a Centralized Customer Service System Memorandum of Understanding ("CCSS MOU") expressing intent to implement a centralized customer service system ("CCSS") through a jointly developed interlocal agreement among all the participating agencies. The CCSS MOU contemplates the development of a statewide back office operation for the administration of electronic toll collection activities to: (i) provide a single point of contact for all of the participating agencies' customers to improve and simplify customer service; (ii) reduce the cost of non-cash toll collection; and (iii) provide a single, centralized service center with regional satellite offices.

The CCSS MOU also provides that the participating agencies envision that the CCSS will provide a variety of services, including, but not limited to, establishing and maintaining customer accounts, distributing transponders, processing and enforcing

violations, and interfacing with third parties such as airport parking facilities, private parking facilities, rental car providers, fleet customers and others.

The CCSS MOU specifically indicates that all agencies will retain their respective autonomy and statutory powers and that the terms of the interlocal agreement and the implementation of the CCSS in accordance with those terms must not violate any bond covenants of the participating agencies.

As of the date hereof, CFX has not taken any further action related to development of the CCSS.

Pension Funding

Most permanent employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, public retirement system administered by the Florida Department of Administration, Division of Retirement. Beginning in 2002, the FRS became one system with two primary plans; a defined benefit pension plan (the "FRS Pension Plan") and a defined contribution plan alternative to the defined benefit plan known as the Public Employee Optional Retirement Program (the "FRS Investment Plan") to provide retirement, disability, and death benefits for active members, retirees, surviving beneficiaries, and deferred retirement option program participants. Benefits under the FRS are established by Chapter 121, Florida Statutes, and Chapter 605, Florida Administrative Code. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the State of Florida. Benefits are computed on the basis of age, average final compensation, and service credit. Employees are classified in either the regular service class or the senior management service class for members who fill senior-level management positions. Employees classified as senior management service class may choose to opt out of participation in the FRS. In addition, the FRS administers a deferred retirement option program ("DROP") which allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

The State of Florida issues a publicly available financial report that includes financial statements, required supplementary information for the FRS and other information including historical data regarding funding progress and actuarial values and liabilities. The most recent available report for the plan year ended June 30, 2014 may be obtained by writing the Florida Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000 or by accessing their website at http://www.dms.myflorida.com/workforce_operations/retirement/publications/annual_reports.

The 2014 FRS Annual Report available as mentioned in the preceding paragraph, stated that the FRS pension plan was 86.6% funded at July 1, 2014, as the actuarial value of assets was approximately $138.62 billion compared to the actuarial accrued liability of approximately $160.13 billion.

CFX has no responsibility to the FRS other than to make the periodic payments required by Florida Statutes. Participating employers must comply with the statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Florida Legislature as guidance for funding decisions. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and FRS Investment Plan rates) are recommended by the actuary but set by the Florida Legislature. The Fiscal Year 2015 contribution rate applied to regular employee salaries was 7.37%, including 1.26% for a post-retirement health insurance subsidy ("HIS"). The Fiscal Year 2014 contribution rate was 6.95%, which included 1.20% for HIS. The Fiscal Year 2015 contribution rate applied to senior management salaries was 21.14%, including 1.26% for HIS. The Fiscal Year 2014 contribution rate was 18.31%, which included 1.20% for HIS. The Fiscal Year 2015 contribution rate applied to the salaries of employees in DROP was 12.28%, including 1.26% for HIS. The Fiscal Year 2014 contribution rate was 12.84%, which included 1.20% for HIS.

For the Fiscal Years ended June 30, 2015 and 2014 CFX's actual contributions to the FRS totaled $546,000 and $473,000, respectively, which were equal to the required actuarially determined contributions for such Fiscal Years. Therefore CFX does not have a pension asset or liability as determined in accordance with GASB Statement No. 27.

Prior to the spring 2011 legislative session, the FRS was noncontributory for members. However, as of July 1, 2011, Chapter 2011-68 of the Laws of Florida requires members of the FRS not enrolled in DROP to contribute 3% of their salary to the FRS in order to reduce employers' required contributions. Employee contributions were $142,000 and $134,000 for the Fiscal Years ended June 30, 2015 and 2014, respectively.

In June 2012, the Government Accounting Standards Board ("GASB") issued Statement No. 68 "Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27" ("GASB No. 68"). The scope of GASB No. 68 addresses accounting and financial reporting for pensions that are provided to employees of state and local governmental employers that meet certain characteristics. GASB No. 68 establishes standards for measuring and recognizing liabilities, deferred outflows/inflows of resources and expense/expenditures. For defined benefit pensions such as the FRS Pension Plan, GASB No. 68 identifies methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of employee service. [The requirements of GASB No. 68 are being implemented prospectively, with CFX reporting its proportionate share of the actuarially determined liabilities of $2,909,000 at July 1, 2014.

In addition, CFX reported beginning deferred outflows for contributions subsequent to the measurement rate of $396,000 as of July 1, 2014. The net effect of these items was a restatement of beginning net position in the amount of $2,513,000. Financial information for the year ended June 30, 2014 was not restated in CFX's audited financial statements because a measurement of net pension liability and deferred outflows of resources related to pensions as of July 1, 2013 was not available.] While GASB 68 requires recognition and disclosure of the unfunded pension liability, there is no requirement that such liability be funded.

See Notes 8 and 11 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F for further information regarding the FRS and the retirement plans available to the employees of CFX and CFX's implementation of GASB No. 68.

Legislative Matters

CFX is an independent special district established by the Florida Legislature. CFX has a legislative proposal to make certain changes to the Act which will not have a material adverse effect on the Series 2016A Bonds. Legislation to amend and modify the existence, revenues, management, operations and finances of certain expressway and bridge authorities in the State has been introduced and discussed in prior legislative sessions, including the consolidation of certain expressway and bridge authorities in the State, including the prior Orlando-Orange County Expressway Authority. CFX may, from time to time in the future, be subject to changes in laws or regulations, many of which are beyond the control of CFX, that could have an effect on the existence, revenues, management, operations and finances of CFX. Notwithstanding the foregoing, pursuant to the current provisions of the Act, the State has covenanted not to limit or alter the rights vested in CFX and the Department under the Act until all Outstanding Bonds, including the Series 2016A Bonds, are fully paid and discharged. [UPDATE AFTER LEGISLATIVE SESSION]

SEC Subpoena

On January 7, 2015, the Securities and Exchange Commission (the "SEC") issued a subpoena of documents to CFX in relation to CFX's Series 2013A Bonds and Series 2013B Bonds (collectively, the "Series 2013 Bonds"). The subpoena requires CFX to produce various documents relating to (i) the issuance of the Series 2013 Bonds and (ii) CFX's interactions with the senior underwriter of the Series 2013A Bonds, a government relations firm and several individuals employed by either firm. CFX produced the subpoenaed documents, as requested, by February 13, 2015. CFX will continue to cooperate with the SEC. The scope and result of the SEC's action is currently unknown.

Osceola County Expressway System Transfer

Pursuant to the CFX Bill, all powers, governance, and control of the Osceola County Expressway System (the "OCX System") and the assets, liabilities, facilities, property, and any other legal rights of the Osceola County Expressway Authority ("OCEA"), shall be transferred to CFX effective December 31, 2018. Upon such transfer, the OCX System facilities shall each be considered Non-System Projects of CFX. However, the effective date of such transfer shall be extended until the date on which the current and forecasted total debt service coverage ratio with respect to all bonds, notes, loans, and other debt obligations issued to finance such facilities to be transferred is certified by the financial advisor for CFX to be equal to or greater than 1.5x for each and every year during which such obligations are then scheduled to be outstanding, including scheduled reimbursement obligations to other governmental entities. The CFX Bill provides that after the transfer of the OCX System to CFX, CFX shall include the uncompleted elements of the OCEA May 8, 2012 Master Plan (the "OCX Master Plan"), and the additional extension of the Osceola Parkway as described therein (the "Osceola Parkway Extension") in the equivalent CFX master or long-range plan, each as Non-System Projects.

Upon the transfer of the OCX System to CFX, CFX shall comply with any and all obligations of the OCEA to reimburse other governmental entities for costs incurred on behalf of the OCX System from revenues of the OCX System available after payment of all amounts required for operation and maintenance of the OCX System and all amounts required to be paid under the terms of any resolution authorizing the issuance of bonds to fund the acquisition, design, or construction of any portion of the OCX System. This reimbursement obligation specifically includes, but is not limited to, any obligation of the OCEA to reimburse Osceola County and Polk County for costs incurred, or debt issued, to fund the acquisition, development, construction, operation, and maintenance of the OCX System.

The transfer of any reimbursement obligation of the OCEA does not make any reimbursement obligation a general obligation of CFX, and does not constitute an independent pledge or lien on revenues of the CFX for the benefit of any person or entity. To the extent that revenues generated by the OCX System are insufficient to pay a reimbursement obligation, CFX may, but is not required to, make any payment from other revenues of CFX available for such purpose after payment of all amounts required:

(a) otherwise by law or contract;

(b) by the terms of any resolution authorizing the issuance of bonds by CFX or the former Orlando-Orange County Expressway Authority; and

(c) under the Wekiva MOU.

Pursuant to the CFX Bill, CFX shall have no obligation to financially support any elements of the OCX Master Plan, or the additional extension of the Osceola Parkway Extension, from System Pledged Revenues. To the extent the Governing Board, in its sole discretion, votes to financially support any elements of the OCX Master Plan, or the the Osceola Parkway Extension, it must treat any such element as a Non-System Project and shall only finance such element from System Pledged Revenues to the extent permitted by and in accordance with the terms of the Bond Resolution. For the purpose of advancing the design, acquisition, and construction of the elements of the OCX Master Plan, and the Osceola Parkway Extension, CFX is specifically authorized to enter into new or amended lease-purchase agreements with Osceola County for the leasing, construction, operation, and maintenance of any facility described in the OCX Master Plan, and the Osceola Parkway Extension.

DESCRIPTION OF THE SYSTEM

The following is a summary of certain information describing the system. A map of the System is set forth at the beginning of this Official Statement for the reader's reference.

System Overview

Since the establishment of CFX in 1963, it has opened to traffic 109 centerline miles of limited access expressways consisting of 766 lane miles (including ramps), 64 interchanges, 295 bridges, 13 mainline toll plazas and 71 ramp toll facilities for a total of 304 tolled lanes. The System consists of six expressways: the Beachline Expressway (SR 528), the East-West Expressway (SR 408), the Central Florida GreeneWay (SR 417), the Western Beltway (SR 429), the Apopka Expressway (SR 414) and the Western Beltway Connector (SR 451). Traffic on the System has more than tripled since 1994. Between 2014 and 2015, the System has experienced an increase in transactions of approximately 9.4%.

CFX also operates the Goldenrod Road Extension as a Non-System Project. The Goldenrod Road Extension is a four-lane two mile tolled controlled access highway, meaning there are some cross streets with traffic signals. Revenues generated and expenses incurred by the Goldenrod Road Extension are tracked separately and are not included as a part of the System Pledged Revenues.

In 2004, the Florida Legislature amended the Act to authorize, as part of the System, the financing and construction of the Wekiva Parkway (SR 429 Northern Extension) and the Apopka Expressway (SR 414), including realignment of SR 429 north from the interchange with SR 414.

Beachline (formerly Bee Line) Expressway (SR 528)

The Martin B. Andersen Beachline Expressway was formerly known as the Bee Line Expressway, and was CFX's first project. The Beachline Expressway provides access to Universal Studios, Sea World, the Orange County Convention Center, Orlando Central Park and Orlando International Airport. The entire SR 528 extends from I-4 on the west to the John F. Kennedy Space Center on the east. CFX's portion of the Beachline Expressway extends from McCoy/Boggy Creek Road on the west to SR 520 on the east, a distance of 23 miles, and includes two mainline toll plazas and eight ramp toll facilities. Other portions of the Beachline Expressway, to the east and to the west of CFX's section, were constructed and are owned and operated by the Department. The Dallas Mainline Toll Plaza, located between the Dallas Boulevard Interchange and SR 520, opened to traffic in March 2012. In November 2014, CFX began construction on a project (the "Airport Mainline Toll Plaza Demolition Project") to remove the Airport Mainline Toll Plaza, construct new ramp toll plazas to/from the Beachline Expressway east at Tradeport Drive and to/from the Beachline Expressway east and west at Boggy Creek Road, and widen the existing portion of the Beachline Expressway from McCoy Road to SR 436. The new tolling scheme was implemented on January 31, 2016, and through an agreement with FTE, tolls are collected at the West Main Plaza and at the new ramp plazas constructed as part of such Project. Completion of the Airport Mainline Toll Plaza Demolition Project is expected in June 2016. The FTE-owned portions of the Beachline Expressway connect to CFX's portion and extend further west to I-4 and extend further east to Brevard County coastal areas, including the John F. Kennedy Space Center and I-95. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Beachline Expressway.

East-West Expressway (SR 408)

The Spessard Lindsay Holland East-West Expressway was opened to traffic in 1973 and now extends from an interchange with Florida's Turnpike in the west to an interchange with SR 50 east of SR 434 (Alafaya Trail) on the east. CFX is responsible for the 22 miles of the East-West Expressway between SR 50 west (at Clarke Road) and SR 50 east. There are four mainline toll plazas and 22 ramp toll facilities on this portion of the East-West Expressway. The Department is responsible for the remainder of the East-West Expressway. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the East-West Expressway.

Central Florida GreeneWay (SR 417)

CFX operates and maintains the portion of the Central Florida GreeneWay that begins at an intersection with International Drive near SR 535 and runs east and north to the Seminole County/Orange County line for a total of 33 miles. The Central Florida GreeneWay provides a high-speed connection between I-4 on the west and the Beachline Expressway on the east and also provides southerly access to Orlando International Airport, which provides relief to the existing north access from the airport to the Beachline Expressway and is considered essential for continued airport expansion. As it operates today, the Central Florida GreeneWay includes four mainline toll plazas and 25 ramp toll facilities.

In 1996, the Department extended the Central Florida GreeneWay as a toll road southwest from CFX terminus at International Drive to I-4 south of US 192 in Osceola County. The Central Florida GreeneWay was extended north from the Orange County/Seminole County line one-half mile to SR 426 (Aloma Avenue) in 1988 by the Seminole County Expressway Authority and an additional 12 miles to US 17-92 in 1994 by the Department.

In 2002, the segment of the Central Florida GreeneWay from US 17-92 to I-4 south of SR 46 in Seminole County was opened to traffic completing the eastern beltway around Orlando. These extensions of the Central Florida GreeneWay are a part of FTE's system, owned and managed by the Department and are not a part of the System. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Central Florida GreeneWay.

Western Beltway (SR 429)

Located in western Orange County, CFX operates and maintains 23 miles of the Daniel Webster Western Beltway, a four-lane limited access expressway that begins at Seidel Road and runs north to its terminus at US 441 in Apopka. Three of the 23 miles are part of a dual route with the Apopka Expressway. The initial portion of the Western Beltway was opened to traffic in July 2000 and extended from Florida's Turnpike in Ocoee to US 441 in Apopka, for a total of approximately 11 centerline miles. In December 2002, the next segment of the Western Beltway was opened to traffic extending the Western Beltway approximately 3.5 miles from CR 535 north to Florida's Turnpike. The remaining segment of the Western Beltway, extending approximately 7.5 miles from CR 535 to Seidel Road, opened to traffic in December 2005. The last segment of the Western Beltway, the dual route SR 429/SR 414, opened to traffic in January 2013 and extends the Western Beltway from SR 429/SR 414 in Apopka near Plymouth Sorrento Road. With the opening of the SR 429/SR 414 dual route, the two

mile segment of SR 429 north of SR 414 to US 441 near Vick Road was redesignated as SR 451. As it operates today, the Western Beltway includes two mainline toll plazas and 12 ramp toll facilities.

Previously, FTE extended SR 429 an additional 11 miles south of CFX terminus at Seidel Road. FTE's first segment of the Western Beltway was opened to traffic in December 2005 and extends from US 192 to Seidel Road. FTE's final segment of the Western Beltway was opened in December 2006 and extends from an interchange with I-4 in Osceola County to US 192. See the map of the System on the inside cover of this Official Statement. See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Western Beltway.

Apopka Expressway (SR 414)

CFX's newest expressway is the John Land Apopka Expressway which opened to traffic in May 2009. The Apopka Expressway is a nine mile limited access expressway which extends east from the Western Beltway to Maitland Boulevard at SR 500/US 441. The Apopka Expressway provides direct access to the Western Beltway, I-4, and employment centers such as the Maitland Center, while relieving congestion on US 441 and many local roads in the greater Apopka area. In addition, the Apopka Expressway serves primarily as a bypass route around the heavily congested Apopka urban area. The Apopka Expressway was constructed with four interchanges, one mainline toll plaza, and four ramp toll facilities. In June 2010, construction began for Phase II of this project. The new System interchange with the Western Beltway and the extension of the Apopka Expressway from the Western Beltway to Boy Scout Road was completed in September 2012. Phase II also includes the extension of Boy Scout Road to US 441 West, which opened to traffic in January 2013. See the map of the System on the inside cover of this Official Statement.

See "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for System" herein for a table summarizing historical traffic volume and roadway capacity for the Apopka Expressway.

Western Beltway Connector (SR 451)

The Western Beltway Connector was previously the northern portion of the Western Beltway, which opened to traffic in July 2000. With the opening of the dual route SR 429/SR 414 in January 2013, this two mile segment north of the Apopka Expressway to US 441 near Vick Road was redesignated as the Western Beltway Connector (SR 451). There are no mainline or ramp toll plazas associated with this portion of the System.

Traffic Volumes

The following table provides the historic traffic volumes and roadway capacity for the mainline toll plazas of the System for calendar years 2006 through 2015 as well as the generalized Level of Service ("LOS") "E" traffic volume for the mainline in the vicinity of each plaza. LOS provides a measure of the congestion level of a particular roadway; each letter designation describes a range of operating conditions on a particular type of facility, where LOS "A," is the least congested and LOS "F" is the worst or forced flow conditions. The basis for this level of service analysis is generalized daily roadway level of service volumes for urban freeways derived from the FDOT 2013 Quality/Level of Service Handbook. The LOS "E" volume is the largest average weekday traffic volume that could be processed by the expressway before forced flow conditions are reached.

[Remainder of page intentionally left blank]

Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System

	Beachline Expressway (SR 528)			East West Expressway (SR 408)				
Expressway Mainline Toll Plazas	**Airport Mainline Toll Plaza**	**Beachline Mainline Toll Plaza**	**Dallas Mainline Toll Plaza[1]**	**Hiawassee Mainline Toll Plaza**	**Pine Hills Mainline Toll Plaza[2]**	**Holland West Mainline Toll Plaza[2]**	**Conway Mainline Toll Plaza[3,4]**	**Dean Mainline Toll Plaza**
LOS E Volume[5]	123,300	79,900	79,900	79,900	123,300	79,900	210,300	79,900
(Calendar Year)	**Average Annual Weekday Traffic (AAWT)**							
2015[6]	89,000	54,500	43,700	67,300	83,500	Demolished	134,800	77,000
2014[7]	83,800	53,500	40,900	61,400	77,200	Demolished	125,900	71,100
2013	80,700	49,200	39,200	57,800	72,020	Demolished	116,700	67,300
2012[8][9]	80,800	48,400	38,400	56,300	71,200	Demolished	118,000	67,200
2011	78,700	46,900	Not Open	57,200	72,100	Demolished	120,100	66,700
2010[10]	77,800	46,300	Not Open	56,700	71,200	Demolished	118,200	68,100
2009[11]	75,200	43,300	Not Open	55,900	69,800	Demolished	113,200	65,900
2008	76,300	42,500	Not Open	61,600	77,800	Demolished	112,200	66,000
2007	82,400	47,700	Not Open	66,800	82,700	82,700	118,100	70,100
2006	80,700	46,300	Not Open	64,200	78,700	82,700	125,000	69,900

(1) The new Dallas Mainline Toll Plaza, located east of the Dallas Boulevard Interchange opened to traffic in March 2012.

(2) In November 2006 the Holland West Toll Plaza was taken out of service and demolished. A new plaza, Pine Hills Toll Plaza, was opened approximately two miles to the west. The 2006 AAWT volumes for the Pine Hills Toll Plaza were derived from the Holland West volumes by subtracting out ramp volume to/from SR 408 east at John Young Parkway, Old Winter Garden/Mercy Drive and by adding in ramp volumes to/from SR 408 West at John Young Parkway.

(3) The Holland East Plaza was renamed to the Conway mainline toll plaza based on the re-construction of the toll plaza.

(4) For the year 2007 and 2008, the AAWT for Holland East Plaza is lower than previous years based on the new SR 436/Andes Avenue eastbound off-ramp tolled ramp terminal. Traffic to SR 436/Andes Avenue now exits before the toll plaza. The new SR 436/Andes Avenue ramp terminal opened to traffic in September 2007.

(5) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

(6) The year 2015 AAWT volumes were developed by collecting traffic counts and applying the appropriate year 2014 seasonal/monthly adjustment factors.

(7) The year 2014 AAWT volumes were developed collecting a 3-Day traffic count and applying the appropriate year 2014 seasonal/monthly adjustment factors.

(8) The 2012 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2012 numbers versus Fiscal Year 2012 numbers previously developed.

(9) A systemwide toll increase was applied in July 2012.

(10) The 2010 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2010 numbers versus Fiscal Year 2010 numbers previously developed.

(11) Under CFX's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009.

Source: CFX

Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System (continued)

	Central Florida GreeneWay (SR 417)				Western Beltway (SR 429)		Apopka Expressway (SR 414)	SR 451
Expressway Mainline Toll Plazas	**John Young Mainline Toll Plaza**	**Boggy Creek Mainline Toll Plaza**	**Curry Ford Mainline Toll Plaza**	**University Mainline Toll Plaza**	**Forest Lake Mainline Toll Plaza**	**Independence Mainline Toll Plaza**	**Coral Hills Mainline Toll Plaza**	**SR 429/414 to US 441**
LOS E Volume[5]	79,900	79,900	123,300	123,300	79,900	79,900	123,300	79,900
(Calendar Year)	**Average Annual Weekday Traffic (AAWT)**							
2015[6]	54,500	52,800	83,100	83,900	42,600	24,500	27,600	13,500
2014[7]	44,800	44,900	73,800	74,100	38,900	19,500	24,100	12,800
2013	41,800	40,300	66,600	71,700	34,400	16,600	20,900	12,300
2012[8][9]	41,300	38,400	65,000	72,800	31,700	15,900	16,300	26,100
2011	41,400	38,300	62,500	74,900	29,600	14,100	13,800	26,700
2010[10]	39,600	36,500	63,200	72,900	29,500	13,700	13,000	26,400
2009[11]	38,200	35,900	63,300	70,500	27,600	12,500	10,500	26,400
2008	43,500	40,400	76,100	75,600	27,000	13,500	Not Open	25,100
2007	45,800	44,800	76,100	82,800	30,400	14,000	Not Open	24,400
2006	42,700	42,400	74,300	81,600	29,200	8,400	Not Open	27,600

(1) The new Dallas Mainline Toll Plaza, located east of the Dallas Boulevard Interchange opened to traffic in March 2012.

(2) In November 2006 the Holland West Toll Plaza was taken out of service and demolished. A new plaza, Pine Hills Toll Plaza, was opened approximately two miles to the west. The 2006 AAWT volumes for the Pine Hills Toll Plaza were derived from the Holland West volumes by subtracting out ramp volume to/from SR 408 east at John Young Parkway, Old Winter Garden/Mercy Drive and by adding in ramp volumes to/from SR 408 West at John Young Parkway.

(3) The Holland East Plaza was renamed to the Conway mainline toll plaza based on the re-construction of the toll plaza.

(4) For the year 2007 and 2008, the AAWT for Holland East Plaza is lower than previous years based on the new SR 436/Andes Avenue eastbound off-ramp tolled ramp terminal. Traffic to SR 436/Andes Avenue now exits before the toll plaza. The new SR 436/Andes Avenue ramp terminal opened to traffic in September 2007.

(5) Capacities used were obtained from the generalized daily Level of Service (LOS) E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

(6) The year 2015 AAWT volumes were developed collecting traffic counts and applying the appropriate year 2014 seasonal/monthly adjustment factors.

(7) The year 2014 AAWT volumes were developed collecting a 3-Day traffic count and applying the appropriate year 2014 seasonal/monthly adjustment factors.

(8) The 2012 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2012 numbers versus Fiscal Year 2012 numbers previously developed.

(9) A systemwide toll increase was applied in July 2012.

(10) The 2010 AAWT volumes were revised based on updated and revised seasonal/monthly adjustment factors to reflect the calendar year 2010 numbers versus Fiscal Year 2010 numbers previously developed.

(11) Under CFX's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009.

Source: CFX

Summary of Level of Service for System

The following table provides a general summary of the level of service, for selected expressway segments, at which the System is operating. The System generally operates at acceptable levels of service (LOS "D" or better) throughout the day and has adequate capacity to accommodate near-term traffic volume increases. However, some ramps and roadway segments experience congestion or significant delays, usually during the morning or evening peak hours. Improvements to the System to reduce congestion and delays on these segments are addressed in the current Five-Year Work Plan. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

[Remainder of page intentionally left blank]

Summary of Level of Service for Selected Expressway Segments

Expressway/Location	Existing Conditions: Number of Lanes (mainline)	Existing Conditions: Level of Service "E" Volume[1]	Calendar Year 2015 Average Annual Weekday Traffic[2]	Generalized Level of Service (LOS): Volume to LOS E Volume Capacity Ratio	Generalized Level of Service (LOS): Density[3] pc/mi/ln	Generalized Level of Service (LOS): Level of Service (LOS)
Beachline Expressway (SR 528)						
Airport Toll Plaza	6	123,300	89,000	0.72	20.33	C
Beachline Toll Plaza	4	79,900	54,500	0.68	19.06	C
Dallas Toll Plaza[4]	4	79,900	43,700	0.55	12.98	B
East-West Expressway (SR 408)						
Hiawassee Toll Plaza	4	79,900	67,300	0.84	36.52	E
Pine Hills Toll Plaza[5]	6	123,300	83,500	0.68	24.74	C
Holland West Toll Plaza[5]	Taken out of service and demolished November 2006					
Conway East & West Toll Plaza[6]	10	210,300	134,800	0.64	22.93	C
Dean Toll Plaza	4	79,900	77,000	0.96	29.93	D
Central Florida GreeneWay (SR 417)						
John Young Toll Plaza	4	79,900	54,500	0.68	21.41	C
Boggy Creek Toll Plaza	4	79,900	52,800	0.66	19.89	C
Curry Ford Toll Plaza	6	123,300	83,100	0.67	22.64	C
University Toll Plaza	6	123,300	83,900	0.68	23.05	C
Western Beltway (SR 429)						
Forest Lake Toll Plaza	4	79,900	42,600	0.53	18.18	C
Independence Toll Plaza	4	79,900	24,500	0.31	10.33	A
Apopka Expressway (SR 414)						
Coral Hills Toll Plaza	6	123,300	27,600	0.22	8.39	A
SR 451[7]						
SR 429/414 to US 441	4	79,900	13,500	0.17	5.83	A

(1) Capacities used were obtained from the generalized daily LOS E volumes for urban freeways shown in the FDOT 2013 Quality / Level of Service Handbook.

(2) The year 2015 AAWT volumes were developed collecting a traffic count and applying the appropriate year 2014 seasonal/monthly adjustment factors.

(3) Level of Service Criteria for the basic freeway segments per the new 2010 Highway Capacity manual is to be defined by Density (pc/mi/ln). Density LOS is described as follows: LOS A <= 11; 11 < LOS B <= 18; 18 < LOS C <= 26; 26 < LOS D <= 35; 35 < LOS E <= 45.

(4) The new Dallas Mainline Toll Plaza, located east of the Dallas Boulevard Interchange opened to traffic in March 2012.

(5) In November 2006 the Holland West Toll Plaza was taken out of service and demolished. A new plaza, Pine Hills Toll Plaza, was opened approximately two miles to the west.

(6) The Holland East Plaza was renamed to the Conway mainline toll plaza based on the re-construction of the toll plaza.

(7) There are no mainline toll plazas associated with SR 451. With the opening of SR 429/414 in January 2013, the existing north portion of SR 429 was re-designated as SR 451.

Source: CFX

Toll Collection

CFX processes both cash and electronic transactions. CFX's electronic toll collection ("ETC") system has been a highly successful program. The ETC system improved the effectiveness of CFX's toll revenue operations by reducing operating costs and improving traffic operation. The fully computerized ETC system includes lane controller computers on each toll lane, plaza computers at each mainline toll plaza, a service center with computers and a system host computer. The ETC System has offered the following benefits to CFX:

(a) Provides CFX with more effective management, accounting and auditing capability;

(b) Helps accommodate the projected traffic growth of the System through enhanced traffic management capability;

(c) Provides increased toll facility capacity by allowing faster transactions and non-stop movement of traffic which has allowed CFX to delay or reduce the need for toll facility expansion; and

(d) Enhances security through software which allows access only by authorized operations and management personnel.

The ETC system features automatic vehicle identification technology, referred to a E-PASS, which allows motorists with prepaid accounts to electronically pay the required tolls without stopping at toll booths. The ETC system also includes a violation enforcement system which uses a camera to capture a picture of a toll violator's vehicle and license plate. Currently, the E-PASS transponders are interoperable with all other toll agencies within the State and the North Carolina Turnpike (Quick Pass) and Georgia State Road Tolling Authority (Peach Pass) systems.

CFX has begun an initiative to replace the current ETC system which is more than 15 years old and is now at the end of its service life. Integrated video tolling/enhanced violation enforcement with robust optical character recognition and automated processes will be some of the new features included in the replacement system. The replacement system is also expected to include improved express lane features, overview and monitoring capabilities, and a major upgrade of the back office, customer service center and IT environment in general. CFX is currently reviewing a pay-by-plate program which it may implement in the future.

Due to the success of the E-PASS program, CFX is currently completing an aggressive plan to convert traditional barrier style toll plazas into express plazas. At express plazas, E-PASS customers can travel through exclusive mainline E-PASS lanes and pay their toll while maintaining the posted speed without slowing or stopping. Non-

ETC users must exit the mainline lanes to a separate cash toll plaza. Currently, all 13 of the mainline toll plazas are operating in an express configuration.

Currently, CFX has privatized its toll collections operations. In 1995, Florida Toll Services was selected as the toll facility operations and management services contractor and continued to serve CFX in that capacity through September 2015. In December 2015, the Governing Board entered into a new contract for toll facility operations and management services with URS Energy & Construction, Inc. The contract expires in December 2020 with five one-year extension options.

The privatization of toll collections has allowed CFX to increase its control over revenue collections and toll facility operations. Through the toll facility operations and management contractor, CFX now is better able to address customer relations during the toll collection process. Overall, privatization has increased the efficiency of the toll collections process and has resulted in cost savings in toll plaza operations.

See "SYSTEM REVENUES - E-PASS Discounts" herein for a discussion of the discount programs offered to E-PASS users of the System.

Physical Condition of Expressway System

The Bond Resolution requires that the General Engineering Consultant for CFX, Atkins North America, Inc., perform an annual inspection of the System and issue an Annual Inspection Report regarding the physical condition of the System. The Annual Inspection Report summarizes the findings of these examinations by category for (a) roadways, (b) bridges and (c) buildings. CFX uses the Annual Inspection Report as a guide for their maintenance staff to perform needed repairs and improvements to the System. The 2015 Annual Inspection Report was completed in February 2016 and found that overall, the System is in good condition. Most of the conditions identified in the most recent Annual Inspection Report are correctable and will be addressed by CFX under the routine maintenance programs funded by CFX and supplemented by the Department. Those conditions not corrected under the routine maintenance programs will be corrected as renewal and replacement projects under the Five-Year Work Plan. See "MAINTENANCE OF SYSTEM" herein.

Capital Improvement Program

In August 1983, CFX finalized the first of its Long-Range Expressway Plans to meet the transportation improvement needs of the Orlando urban area through the year 2000. Since then, CFX has periodically updated its Long-Range Expressway Plan to continuously meet the growing and changing needs of the Orlando urban area. Most recently, in June 2006, CFX adopted its 2030 Expressway Master Plan as the fourth update to the original plan adopted in 1983. The goal of this update was to develop a long range expressway master plan which identified Authority policies and direction,

tolling and revenue, and capital projects through the year 2030, based on CFX Governing Board's vision and compatibility with area needs.

The 2030 Expressway Master Plan is the basis for the current Five-Year Work Plan. The Five-Year Work Plan is an important tool used by CFX to effectively manage its program of improvements, enhancements and rehabilitation to the System with the purpose of identifying those projects which CFX anticipates funding during the next five years. The Five-Year Work Plan is updated annually to reflect and prioritize the needs of CFX and was most recently approved by CFX's Governing Board on July 9, 2015. Once approved, the Five-Year Work Plan is then submitted to MetroPlan Orlando for its use in development of a regional transportation improvement plan. The current Five-Year Work Plan covers the five-year period from Fiscal Year 2016 to Fiscal Year 2020 and contains 108 projects, with a combined total estimated project cost of approximately $1.2 billion. CFX has commenced the process of formulating its 2040 Expressway Master Plan. The 2040 Expressway Master Plan will replace the 2030 Expressway Master Plan as the basis for the Five-Year Work Plan. It is anticipated that the 2040 Expressway Master Plan will be approved in April 2016.

Pursuant to the aforementioned Wekiva MOU and in accordance with Sections 348.7546 and 348.757(9), Florida Statutes, CFX and the Department entered into an Interlocal Agreement (the "Wekiva Interlocal Agreement"), dated June 11, 2014, setting forth the terms of their partnership to build the Wekiva Parkway Project. The Wekiva Interlocal Agreement provides that CFX will finance, acquire, design, construct, own, operate, manage, and maintain 11.32 miles of the Wekiva Parkway Project, to be located in Orange and Lake Counties, while the Department will finance, acquire, design, construct, own, operate, manage and maintain the remaining 12.81 miles of the Wekiva Parkway Project. Under the Wekiva Interlocal Agreement, CFX is required to repay the Department Contractual Obligations by making the previously described annual LPA Repayments. See "SYSTEM FINANCING - Certain Subordinated Obligations - Department Contractual Obligations" herein. If CFX fails to make any of the scheduled LPA Repayments and such failure is not cured within 60 days, the Department would have authority to disapprove all or any portion of CFX's work plan and operating budget and compel compliance with this provision.

Additionally, CFX has made certain covenants and agreements in the Wekiva Interlocal Agreement, with respect to: (i) the prohibition of payments to be made from the System General Reserve Fund that impair CFX's ability to make LPA Repayments to the Department, (ii) the prohibition of any amendments to the Master Bond Resolution that impair CFX's ability to make LPA Repayments to the Department, (iii) certain requirements to obtain the consent of the Department to the issuance of bonds secured by a lien on System Pledged Revenues that would be superior to the LPA Repayments, and (iv) CFX's agreement to not issue bonds or other indebtedness without obtaining the consent of the Holders of Bonds then outstanding to the discontinuance of its obligations

under the Lease-Purchase Agreement effective on July 1, 2028. The provisions of the Wekiva Interlocal Agreement with respect to the consent of the Department to the issuance of bonds by CFX further provide for instances in which the Department's consent to the issuance of such bonds is not required (e.g., the issuance of refunding bonds by CFX that do not increase annual debt service) and instances in which the Department will be deemed to have consented to the issuance of additional bonds upon CFX providing the Department with a certificate that CFX will maintain certain debt service coverage ratios after taking into account the LPA Repayments and the proposed additional indebtedness to be issued.

Under the Wekiva Interlocal Agreement, CFX has the right to prepay the amounts due under the Lease-Purchase Agreement, in which case it shall no longer be subject to the covenants regarding the LPA Repayments or the requirement to obtain the consent of the Department to issue additional indebtedness. Pursuant to the Wekiva Interlocal Agreement, the Department and CFX also agreed to execute an amendment to the Lease-Purchase Agreement and to include in all future Authority bond issues, including the issuance of the Series 2016A Bonds, the following disclosure language describing such amendment:

> CFX has entered into the Wekiva Interlocal Agreement with the Department, effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of CFX's bonds issued and outstanding as of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to CFX System shall remain vested in CFX.

Accordingly, and simultaneously with the execution of the Wekiva Interlocal Agreement, CFX and the Department executed a Third Supplement to Lease-Purchase Agreement, dated June 11, 2014 (the "Third Supplement") which amended the Lease-Purchase Agreement in accordance with the terms of Section 348.757(9), Florida Statutes to: (a) discontinue the obligations of the Department under the Lease-Purchase Agreement after July 1, 2028; (b) terminate the Lease-Purchase Agreement upon the earlier to occur of (1) the defeasance, redemption, or payment in full of CFX's Bonds issued and outstanding as of June 11, 2014, or (2) the receipt of the requisite consents of CFX's bondholders to such termination; and (c) eliminate a prior provision so that CFX will now retain title to the System upon termination of the Lease-Purchase Agreement. The Third Supplement shall become effective on the first date that it may take effect under the terms of the existing Lease Purchase Agreement.

Funding of the Five-Year Work Plan

CFX anticipates funding the Five-Year Work Plan with (a) available and projected surplus revenues, (b) proceeds of the Series 2015 Notes, the Junior TIFIA Loan and additional planned Series of Parity Bonds currently expected to be issued in Fiscal Years 2017 and 2019 and (c) other sources, which may include contributions from other public agencies or private entities or the issuance of additional unplanned Parity Bonds. Such amounts and sources may change depending on the final funding plan for the Wekiva Parkway Project and other circumstances affecting CFX, its revenues and the Five-Year Work Plan, as the same may be revised on an annual basis. Available funding for the Five-Year Work Plan is based on the toll rates in effect as of July 1, 2012 and assumes adjustments as currently provided under CFX's current toll rate schedule and policy. The next toll rate increase is scheduled to go into effect on July 1, 2017. Any additional toll rate adjustment will affect the Five-Year Work Plan both by changing the funds available to construct projects and by potentially changing the year of need of the projects (as traffic patterns may shift). See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Issuance of Parity Bonds" for a description of the conditions for the issuance of additional Parity Bonds under the Master Bond Resolution.

Acquisition of SR 528 Super Corridor

In December 2015, CFX completed all of its real property acquisitions related to right-of-way for SR 528. This "SR 528 Super Corridor" runs east to west starting from the intersection of SR 520 and SR 528 and ending at the Orlando International Airport. The approximately 516.35 acres of newly acquired right-of-way will be used for future expansion of SR 528 and to accommodate a 50 foot wide railway easement for the All Aboard Florida inter-city passenger rail project from Miami to Orlando. This railway easement was conveyed to All Aboard Florida – Operations LLC by CFX for a purchase price of $31,737,187. In accordance with the Bond Resolution, a report of an Independent Consultant was filed with CFX projecting the potential loss of toll revenues due to the operation of a competing facility and a corresponding payment of $4,003,848 to account for such loss was included in the purchase price of the easement.

MAINTENANCE OF SYSTEM

In the Bond Resolution, CFX covenants that it will operate the System, or cause the System to be operated, properly and in a sound economic manner and that it will maintain or cause the same to be maintained in good repair, working order and condition, and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM"

herein and "AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto as Appendix A and "LEASE-PURCHASE AGREEMENT" attached hereto as Appendix D. The Lease-Purchase Agreement requires the Department to operate the System in a sound and economic manner and to maintain or cause it to be maintained in good repair, working order and condition and to make all necessary and proper repairs, replacements and renewals. The Lease-Purchase Agreement, however, permits the Department, with the approval of CFX, to reassign to CFX any duties or responsibilities, other than payment obligations, arising out of the Lease-Purchase Agreement. In 1993 the Department transferred to CFX all responsibility for maintenance of the System.

After taking over direct responsibility for maintenance of the System in 1993 CFX privatized most maintenance activities. CFX does retain staff to manage the various private contractors which perform maintenance services on the System. For Fiscal Year 2015, CFX received a maintenance rating of 90 from the Department. Historical ratings have ranged from a low of 85 in 1993, when CFX assumed maintenance responsibility from the Department, to a high of 94 in Fiscal Year 2002 and Fiscal Year 2009. CFX strives to maintain a minimum score of 90, well above the Department's minimum acceptable standard score of 80. Effective July 1, 2012, the Department has revised the calculation for their maintenance rating program such that the weightings for the elements and characteristics have been revised to more accurately reflect the overall maintenance condition. Notwithstanding this change in the Department's maintenance rating program, CFX does not anticipate making any significant changes to the scope of its maintenance activities.

DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM

CFX and the Department have entered into that certain Lease-Purchase Agreement, dated as of December 23, 1985 (the "Original Lease-Purchase Agreement"), as amended and supplemented by that certain (i) First Supplement to Lease-Purchase Agreement dated as of November 25, 1986, among CFX, the Department and the Division of Bond Finance of the State of Florida Department of General Services (the "Division"); (ii) Second Supplement to Lease-Purchase Agreement, dated as of October 27, 1988, among CFX, the Department, and the Division; and (iii) Third Supplement to Lease-Purchase Agreement, dated as of June 11, 2014, between CFX and the Department and set to become effective on the first date it may take effect under the Original Lease-Purchase Agreement (collectively, the "Lease-Purchase Agreement"), executed copies of which are attached hereto as Appendix D. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, all tolls collected on the System are deposited into the System General Revenue Fund. Such toll revenues are then applied by CFX in accordance with the terms of the Master Bond Resolution and the

application thereof constitutes the payment of all rental and purchase price payments due from the Department under the Lease-Purchase Agreement. See "SUMMARY OF CERTAIN TERMS AND PROVISIONS OF THE BOND RESOLUTION - Flow of Funds" for a description of the application of toll revenues under the Master Bond Resolution. At the end of the lease term as described below, CFX shall retain title and absolute ownership to the System. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Under the terms of the Lease-Purchase Agreement, the Department is obligated to operate or cause to be operated the System property in a sound and economic manner and to maintain, preserve and keep the System in good repair, working order and condition and, from time to time, to make all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be advantageously conducted. The Lease-Purchase Agreement permits the Department, with the approval of CFX, to reassign to CFX its duties and responsibilities, other than its payment obligations, regarding the System. In 1993, CFX assumed responsibility for the maintenance of the System. On January 20, 1995, the Department and CFX entered into that certain FDOT/OOCEA Interagency Agreement Reassignment of Operations (as amended, the "Interagency Agreement"), pursuant to which the Department reassigned to CFX the duty and responsibility for operating the System, other than the Department's payment obligations under the Lease-Purchase Agreement.

While CFX currently has responsibility for operating and maintaining the System, under the Lease-Purchase Agreement responsibility for paying the costs of operating and maintaining certain portions of the System is divided between CFX and the Department.

Payment of Cost of Operation and Cost of Maintenance attributable to the Department are made from funds of the Department and not from Gross Revenues or County Interlocal Agreement Payments, while the Cost of Operation and Cost of Maintenance attributable to CFX are paid by CFX from Gross Revenues. The amount of money that the Department contributes for maintenance of those portions of the System for which it is obligated to pay the cost of maintenance is determined by a formula tied to the roads' rating under the Department's Maintenance Rating Program. Under the Interagency Agreement, the Department pays such obligation in a lump sum amount to CFX annually. In order to achieve a higher maintenance standard, CFX uses Gross Revenues to pay for maintenance at levels above that which the Department will fund. See "MAINTENANCE OF SYSTEM" herein.

On May 26, 2011, Governor Scott exercised his line item veto authority to remove from the State's fiscal year 2011-12 budget approved by the Florida Legislature $11,152,281 from the State's Transportation Trust Fund which was intended to fund the Department's payment obligations to local transportation authorities pursuant to agreements such as the Lease-Purchase Agreement; $5,569,167 of this amount is estimated to have been allocated towards the advances to CFX. On April 17, 2012,

Governor Scott once again exercised his line item veto authority to remove from the State's fiscal year 2012-13 budget approved by the Florida Legislature $12,322,862 from the State's Transportation Trust Fund intended to, among other things, fund the Department's payment obligations under the Lease-Purchase Agreement; $5,482,652 of this amount is estimated to have been allocated towards the advances to CFX. Notwithstanding the foregoing, based on the express language in the Lease-Purchase Agreement, CFX continues to maintain that the Department's payment obligations under the Lease-Purchase Agreement is an absolute, irrevocable contractual obligation and is not subject to appropriation.

Neither the express language of the Lease-Purchase Agreement nor CFX's enabling act indicates that the Department's payment obligations are subject to appropriation or to the best efforts of the Department in obtaining an appropriation. Accordingly, notwithstanding the Department's position, CFX continues to maintain that the Department's obligation under the Lease-Purchase Agreement to pay for the costs of operations on certain segments of the System is an absolute, irrevocable contractual obligation and is not subject to appropriation. Although the failure of the Department to make its payment obligations under the Lease-Purchase Agreement is not expected to have a material adverse impact on CFX's financial position, CFX is currently evaluating its rights and remedies under the Lease-Purchase Agreement. In addition, the Bondholders have the right to enforce all provisions of the Lease-Purchase Agreement against the Department and CFX in a court proceeding.

However, CFX and the Department have entered into a Memorandum of Agreement dated February 14, 2013, (the "LPA MOA") with respect to the payment by the Department of future operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. Pursuant to the LPA MOA, beginning with the final approval of the Department's 2014 fiscal year budget and continuing for each successive fiscal year thereafter until the Department's obligations under the Lease-Purchase Agreement are terminated, the Department will make all operations and maintenance payments to CFX as provided in the Lease-Purchase Agreement. CFX will then exercise its right under the Bond Resolution to fully reimburse the Department for the costs of operations and maintenance on certain portions of the System that are paid by the Department to CFX under the Lease-Purchase Agreement, within 60 days of receipt by CFX of a payment from the Department for such costs, from surplus revenues available for such purpose and remaining on deposit in the General Reserve Fund after CFX has met its financial obligations. Under the LPA MOA, CFX and the Department acknowledge and agree that this reimbursement obligation of CFX is expressly subordinate to CFX's obligation to make annual $20 million LPA Repayments to the Department pursuant to the Wekiva Interlocal Agreement and Section 348.757(9), Florida Statutes. See "SYSTEM FINANCING - Certain Subordinated Obligations - Department Contractual Obligations" and "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein. If CFX fails to meet this obligation at any time, the

amount not reimbursed by CFX will be added to the Department Contractual Obligations due and owing under the Lease-Purchase Agreement. In addition, in the event CFX fails to reimburse the Department as provided in the LPA MOA, CFX will be obligated to raise tolls, defer projects, or reduce its administrative and other expenses until CFX is able to fully reimburse the Department for such costs that are paid by the Department under the Lease-Purchase Agreement. The LPA MOA is legally sufficient to bind the parties without further interlocal agreements.

The estimated Net Revenues available for debt service included in this Official Statement assume advances from the Department for operations and maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement, the Interagency Agreement and the LPA MOA. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" and "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein.

Other obligations of the Department under the Lease-Purchase Agreement include inspection of the System on an annual basis, and preparation of a corresponding report regarding conditions of the System.

In accordance with Section 348.757(9), Florida Statutes and the Wekiva Interlocal Agreement, the Lease-Purchase Agreement will stay in effect until the earlier of (i) such time as all Bonds issued under the Master Bond Resolution (and any Bonds refunding the same) have been fully paid, redeemed or defeased; or (ii) the receipt of sufficient Authority Bondholder consent to termination of the Lease-Purchase Agreement. See "DESCRIPTION OF THE SYSTEM - Capital Improvement Program" herein.

Additionally, and pursuant to the CFX Bill, the Department shall also include elements of the OCX Master Plan and an additional extension of the Osceola Parkway Extension, in its work program as tolled facilities. The Department of Transportation shall cooperate with the OCEA, CFX, and Osceola County in working to identify solutions to potential barriers to implementation of the projects included in the OCX Master Plan, and an additional extension of the Osceola Parkway Extension, including funding sources and revenues that may be available for implementation of those improvements. See "CFX - Osceola County Expressway System Takeover" herein for a discussion of CFX's obligations with respect to the OCX System under the CFX Bill.

CONSENT TO FUTURE AMENDMENT TO LEASE-PURCHASE AGREEMENT

CFX has entered into the Wekiva Interlocal Agreement with the Department effective June 11, 2014, in which the parties have agreed to discontinue the obligations of the Department under the existing Lease-Purchase Agreement after July 1, 2028. The parties have also agreed to terminate the Lease-Purchase Agreement upon the earlier of the defeasance, redemption or payment in full of CFX's bonds issued and outstanding as

of the effective date of the Wekiva Interlocal Agreement or the receipt of sufficient bondholder consents to such termination. Upon the termination of the Lease-Purchase Agreement, title to CFX System shall remain vested in CFX.

Purchasers of the Series 2016A Bonds, by their purchase and acceptance thereof, are deemed to have expressly and irrevocably consented, in writing, to amend the terms and provisions of the Lease-Purchase Agreement to discontinue the Department's payment obligations for operation and/or maintenance of certain portions of the System effective July 1, 2028. CFX will comply with the terms of the Lease-Purchase Agreement in connection with any additional modifications, amendments or supplements to the Lease-Purchase Agreement.

SYSTEM REVENUES

General

The following is a summary of certain information contained in the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 (the "System Traffic and Earnings Report") prepared by CDM Smith ("CDMS") which was commissioned by CFX to study the historical and projected traffic and revenues of the System, including the impact of the latest available data on economic conditions, fuel cost trends, land use assumptions in Central Florida, and actual System traffic trends. The System Traffic and Earnings Report attached hereto as Appendix C speaks as of its date and should be read in its entirety to obtain information essential to understanding the projections and assumptions therein.

Certain data regarding area growth and recent economic activity are included in the System Traffic and Earnings Report, attached hereto as Appendix C and will not be updated in connection with the issuance of the Series 2016A Bonds. As discussed in the System Traffic and Earnings Report, there is always some uncertainty inherent in future traffic and revenue forecasts for any toll facility, and differences between forecasted and actual results (which may be material) may occur due to events and circumstances beyond the control of the forecasters and CFX, including without limitation, economic conditions, fuel costs, destruction or temporary closure due to acts of nature, increased and/or unanticipated costs of operation and maintenance and other factors.

System Toll Structure

In 2009, CFX adopted and implemented a new toll policy which instituted higher tolls at most tolling points, CFX's first since 1990. In addition, the policy provided for additional indexed increases to be implemented every five years, the first of which was implemented on July 1, 2012. The July 1, 2012 increase also marked the first

implementation of differential toll rates, by which cash customers pay a higher rate than customers paying with transponders.

[Remainder of page intentionally left blank]

Existing System Toll Structure[1]

As of July 1, 2012

Roadway	E-PASS Toll Schedule					Cash Toll Schedule				
	2 Axles[2]	3 Axles	4 Axles	5 Axles	6 Axles	2 Axles[2]	3 Axles	4 Axles	5 Axles	6 Axles
Beachline Expressway (SR 528)										
Airport Plaza	$1.09	$1.64	$1.91	$2.46	$2.46	$1.25	$1.75	$2.00	$2.50	$2.50
Beachline Main Plaza	0.87	1.71	2.00	2.55	2.55	1.00	1.75	2.00	2.75	2.75
International Corporate Park	0.59	0.59	0.59	0.59	0.59	0.75	0.75	0.75	0.75	0.75
Dallas Blvd.	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Dallas Main Plaza[3]	0.50	0.75	1.00	1.00	1.00	0.50	0.75	1.00	1.00	1.00
East-West Expressway (SR 408)										
Good Homes Road	$0.28	$0.28	$0.28	$0.28	$0.28	$0.50	$0.50	$0.50	$0.50	$0.50
Hiawassee Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Hiawassee Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Pine Hills Main Plaza	1.09	1.64	1.91	2.46	2.46	1.25	1.75	2.00	2.50	2.50
Old Winter Garden Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
John Young Parkway (SR 423)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Orange Blossom Trail	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Mills Avenue	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Bumby Avenue	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Conway Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Andes/Semoran Blvd.	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Conway Main Plaza	1.09	1.64	1.91	2.46	2.46	1.25	1.75	2.00	2.50	2.50
Semoran Boulevard (SR 436)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Dean Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Dean Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Rouse Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Central Florida Greenway (SR 417)										
John Young Main Plaza	$1.37	$1.91	$2.46	$3.00	$3.00	$1.50	$2.00	$2.50	$3.00	$3.00
John Young Parkway (SR 423)	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Orange Blossom Trail	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Landstar Boulevard	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Boggy Creek Main Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
Boggy Creek Road	1.09	1.09	1.09	1.09	1.09	1.25	1.25	1.25	1.25	1.25
Lake Nona Boulevard	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Narcoossee Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Moss Park Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Innovation Way	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Lee Vista Boulevard	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Curry Ford Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
Curry Ford Road (SR 552)	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Colonial Drive (SR 50)	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
University Main Plaza	0.82	1.64	1.91	2.46	2.46	1.00	1.75	2.00	2.50	2.50
University Boulevard	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Western Expressway (SR 429)										
New Independence Parkway	$0.82	$0.82	$0.82	$0.82	$0.82	$1.00	$1.00	$1.00	$1.00	$1.00
Independence Mainline Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
CR 535	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
SR 438	0.28	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.50
West Road	0.82	0.82	0.82	0.82	0.82	1.00	1.00	1.00	1.00	1.00
Forest Lake Main Plaza	1.37	1.91	2.46	3.00	3.00	1.50	2.00	2.50	3.00	3.00
CR 437A	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
John Land Apopka Expressway (SR 414)										
Coral Hills Main Plaza	$1.09	$1.64	$2.18	$2.73	$2.73	$1.25	$1.75	$2.25	$2.75	$2.75
Keene Road	0.55	0.55	0.55	0.55	0.55	0.75	0.75	0.75	0.75	0.75
Hiawassee Road	0.28	0.28	0.28	0.28	0.28	0.50	0.50	0.50	0.50	0.50

(1) CFX's Governing Board has the authority to set all toll rates.

(2) Includes motorcycles.

(3) The toll listed for this plaza includes the toll collected for the Department, which is $0.25 for transponder transactions or $0.50 for cash transactions regardless of the number of transactions.

Source: FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016.

E-PASS Discounts

The Bond Resolution provides that CFX may establish preferential toll rates based upon frequency, volume, time of day, distance traveled or method of payment, and that CFX may make any other adjustment or reclassification of toll rates or establish special toll rates, introductory tolls or temporary tolls, provided such action is recommended by an Independent Consultant and will not cause CFX to fail to comply with the rate covenant in the Bond Resolution.

In 1998, CFX began a program to offer discounts to frequent E-PASS customers of the System. The program offers a 5% rebate to E-PASS customers with 40 or more transactions per month and a 10% rebate to customers with 80 or more transactions per month. While the E-PASS system is interoperable with SunPass, as well as LeeWay (Lee County), transactions on these systems do not apply towards CFX's discount program. In the first Fiscal Year of implementation, the discount totaled approximately $0.7 million or approximately 0.7% of gross revenues of the System. In Fiscal Year 2015, the discount totaled $13.2 million or approximately 3.7% of gross revenues of the System. This growth is indicative of a significant increase in E-PASS usage overall and the frequency of trips made by E-PASS customers. In Fiscal Year 2015, the E-PASS participation rate reached 81.3%, exceeding CFX's goal of 75% participation.

Beginning in Fiscal Year 2016, CFX implemented the I-4 Commuter Discount Program (the "Discount Program"). The Discount Program will be offered for a six-year period to provide options for customers during the planned construction of the I-4 Ultimate project. The Discount Program provides an additional 5% discount to customers with 20 or more transactions in a month on CFX's "beltway" facilities, which include SR 417, SR 429 and SR 414. Such 5% discount will only be offered in months when actual toll revenue exceeds current revenue projections by more than 2%. See "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016 - 1.3.1 Discount Programs" in Appendix C hereto.

Beginning in February 2016, CFX implemented a regional public school bus rebate program (the "School Bus Rebate Program"). The School Bus Rebate Program provides a 99% rebate for school buses from Brevard, Lake, Orange, Osceola, Polk Seminole and Volusia Counties using the System. Such 99% rebate will only be offered in months when actual toll revenue exceeds current revenue projections by more than 2%. See "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016 - 1.3.1 Discount Programs" in Appendix C hereto.

Toll Suspension

State law permits the Governor to suspend tolls from time to time in the event of a State emergency. However, as part of its forecasting methodology, the revenue projections conducted by CDMS assume that no local, regional or national emergency

will arise which will abnormally restrict the use of motor vehicles or substantially alter economic activity or freedom of mobility. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS" herein and "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016 - 1.6.3 Forecasting Assumptions" in Appendix C hereto.

Historical and Projected Revenues

The System's toll revenues (less the E-PASS discount and including recaptured unpaid toll notices) were $350.9 million in Fiscal Year 2015 and are projected to increase to $529.1 million by Fiscal Year 2025 and to $669.5 million by Fiscal Year 2035. See "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM" herein. For a more complete discussion of the historical and projected revenues and expenses of the System, a detailed description of the forecasting methodology as well as the assumptions upon which the Traffic Engineer has based its revenue projections, see "SYSTEM REVENUES" herein and "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016" in Appendix C hereto.

[Remainder of page intentionally left blank]

HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM

The following tables present historical and projected revenues, expenses and debt service coverage of the System. These tables should be reviewed in conjunction with the information contained under the caption "SYSTEM REVENUES" herein and in the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 attached hereto as Appendix C.

Historical Total System Toll Revenues (Thousands)[1]

Fiscal Year	SR 408	SR 528	SR 417	SR 429	SR 414(2)	E-PASS Discount(3)	Total System Toll Revenues Less E-PASS Discount
2006	$ 85,113	$38,458	$62,598	$13,549	N/A	$6,663	$193,055
2007	86,503	40,086	66,836	17,400	N/A	7,350	203,475
2008	86,093	40,167	68,491	19,049	N/A	7,853	205,947
2009[4]	88,304	38,521	66,859	18,972	554	6,815	206,395
2010[4][5]	108,705	46,974	79,558	23,593	4,225	9,445	253,610
2011[5]	110,020	48,824	80,892	24,562	5,180	9,466	260,012
2012[5]	110,209	49,376	81,738	25,154	5,737	9,606	262,608
2013[4][5]	122,806	55,494	92,993	29,830	7,860	10,819	298,164
2014[5]	129,425	57,480	100,585	34,022	9,343	11,722	319,133
2015	138,261	61,977	113,411	39,733	10,715	13,170	350,927

(1) The "Total System Toll Revenues" figures only include toll revenues and do not include actual receipts from other non-toll revenue sources, interest revenues nor any revenues or costs associated with the Goldenrod Road Extension.

(2) SR 414 opened in February 2009 to electronic traffic and in May 2009 to cash traffic.

(3) The E-PASS discount is given to any electronic toll collection customer that uses their transponder on any Authority roadway more than 40 times in a calendar month with an additional discount for more than 80 transactions in a calendar month.

(4) Under CFX's current toll policy, the first of the scheduled toll increases took effect in Fiscal Year 2009 and the second in Fiscal Year 2013.

(5) Total System Toll Revenues include recaptured unpaid toll notices and account adjustments, which adjustments occur throughout the Fiscal Year.

Numbers may not add due to rounding.

Source: CFX.

[Remainder of page intentionally left blank]

Historical System Operating, Maintenance and Administrative Expenses (Millions)

Fiscal Year	Operating Expenses[1]	Plus Maintenance Expenses	Plus Administrative Expenses	Less Department Participation	Total Net Expenses[2]
2006	$33.3	$11.0	$7.1	$9.8	$41.6
2007	33.8	12.5	5.9	9.9	42.3
2008	37.8	14.5	5.6	8.8	49.1
2009	34.3	13.7	5.3	8.3	45.0
2010	34.2	13.6	5.2	8.6	44.4
2011	35.6	13.7	5.3	7.4	47.2
2012	35.4	12.4	5.6	2.5	50.9
2013	36.7	13.6	5.5	2.7	53.1
2014	38.3	14.3	5.1	8.5	49.2
2015	40.3	14.4	5.6	8.7	51.6

(1) Does not include depreciation, preservation or expenses listed as "other."
(2) Total sum of Operating Expenses, Maintenance Expenses and Administrative Expenses, less Department participation.
Numbers may not add due to rounding.
Source: CFX.

[Remainder of page intentionally left blank]

Historical Debt Service Ratio (Thousands)

Fiscal Year	Operating Revenues[1]	Plus Interest Revenues	Less Operations, Maintenance & Administration Expense	Plus Advances from Department for Operations and Maintenance[2]	Less Deposits into Operations, Maintenance & Administration Reserve	Net Revenues Available for Debt Service	Net Revenues Available for Debt Service Including Supplemental Payments[3]	Total Debt Service	Debt Service Ratio of Net Revenues to Debt Service	Debt Service Ratio of Net Revenues and Supplemental Payments to Debt Service[3]
2006	$195,400	$21,526	$51,507	$9,844	$487	$174,776	$183,576	$98,994	1.77	1.85
2007	206,680	23,022	52,206	9,871	574	186,793	195,533	100,462	1.86	1.95
2008	209,046	25,191	57,803	8,812	-	185,246	193,986	121,664	1.52	1.59
2009	208,806	10,697	53,292	8,340	-	174,551	182,760	110,248	1.58	1.66
2010	256,047	4,101	52,988	8,616	-	215,776	224,051	119,935	1.80	1.87
2011	263,439	5,259	54,565	7,372	69	221,436	229,710	132,998	1.66	1.73
2012	266,642	4,311	53,373	2,494	118	219,956	228,179	145,679	1.51	1.57
2013	303,647	2,162	55,839	2,771	367	252,374	260,708	131,957	1.91	1.98
2014	325,604	1,594	57,642	8,507	303	277,760	286,325	139,498	1.99	2.05
2015	359,185	1,970	60,292	8,663	1,295	308,231	317,319	140,047	2.20	2.27

(1) The "Operating Revenues" figures reflect toll revenues plus actual receipts from other non-toll revenue sources, less the E-PASS discount; however, these figures do not include interest revenues or any revenues or costs associated with the Goldenrod Road Extension.

(2) Commencing in Fiscal Year 2014, such advances are returned to the Department within 60 days of receipt.

(3) Since the County Interlocal Agreement Payments are Supplemental Payments currently pledged only to the Series 1990 Bonds and were available to pay debt service only on such Series of Bonds, these calculations only apply to the Series 1990 Bonds.

Source: CFX.

Projected Total System Toll Revenues (Millions)

Fiscal Year	System Toll Revenues	Revenue Recaptured from UTN[2]	Total System Toll Revenues	Discount Programs[3]	System Toll Revenues Available	Percent Annual Change
2016	$383.6	11.5	$395.1	$21.0	$374.1	6.6%
2017	403.4	12.0	415.4	23.3	392.1	4.8
2018[1]	439.4	12.9	452.3	26.5	425.8	8.6
2019	451.5	13.1	464.6	28.0	436.6	2.5
2020	462.5	13.3	475.8	29.4	446.4	2.2
2021	473.5	13.5	487.0	30.8	456.2	2.2
2022	484.6	13.6	498.2	22.7	475.5	4.2
2023[1]	518.0	14.4	532.4	24.9	507.5	6.7
2024	529.7	14.6	544.3	25.9	518.4	2.1
2025	541.4	14.7	556.1	27.0	529.1	2.1
2026	553.1	14.8	567.9	28.2	539.7	2.0
2027	564.8	15.0	579.8	29.3	550.5	2.0
2028[1]	594.6	15.6	610.2	31.5	578.7	5.1
2029	606.7	15.7	622.4	32.8	589.6	1.9
2030	618.8	15.8	634.6	34.0	600.6	1.9
2031	631.0	15.9	646.9	35.3	611.6	1.8
2032	643.1	16.0	659.1	36.6	622.5	1.8
2033[1]	672.0	16.5	688.5	39.0	649.5	4.3
2034	683.3	16.5	699.8	40.3	659.5	1.5
2035	694.6	16.6	711.2	41.7	669.5	1.5
2036	706.0	16.6	722.6	43.1	679.5	1.5
2037	717.3	16.7	734.0	44.5	689.5	1.5
2038[1]	746.1	17.1	763.2	47.1	716.1	3.9
2039	758.2	17.1	775.3	48.6	726.7	1.5
2040	770.2	17.1	787.3	50.2	737.1	1.4
2041	782.3	17.2	799.5	51.7	747.8	1.5
2042	794.4	17.2	811.6	53.3	758.3	1.4
2043[1]	818.9	17.4	836.3	55.0	781.3	3.0
2044	830.9	17.1	848.0	55.8	792.2	1.4
2045	843.0	17.1	860.1	56.6	803.5	1.4

(1) System-wide toll rate increase.

(2) Unpaid Toll Notice. The revenue recaptured from the UTNs comprised 2.1% and 2.5% of the System Revenues less E-PASS discount in Fiscal Year 2013 and Fiscal Year 2014, respectively. From Fiscal Year 2015 through Fiscal Year 2044, the estimated revenue recaptured from the UTNs is assumed to comprise 2.4% declining to 1.94% of the System toll revenues Less the E-PASS Discount. Historical information comes from the 2014 CAFR.

(3) Discount Programs. The E-PASS Discount Program, created to increase ETC participation, provides a 5% discount to customers with at least 40 transactions per month and a 10% discount to customers with at least 80 transactions per month. The I-4 Ultimate Commuter Discount Program, instituted for a six-year period beginning in Fiscal Year 2016, will provide an additional 5% discount to customers with 20 or more transactions per month on the CFX "beltway" facilities (SR 417, SR 429 and SR 414). This discount will only be offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. The Regional School Bus Discount Program, scheduled to begin February 1, 2016, will provide a 99% discount to school buses in Orange, Brevard, Lake, Osceola, Polk, Seminole and Volusia Counties transporting students on official school business on CFX facilities. This discount will only be offered during months when actual total revenue exceeds the current revenue projections by more than 2.0%. See "SYSTEM REVENUES - E-PASS Discounts" herein.

Source: FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016, attached hereto as Appendix C.

Estimated Net Revenues Available for Debt Service (Millions)

Fiscal Year	Projected Total System Toll Revenues Less Discount Programs[1]	Plus Interest Income and Other System Revenues	Less Operations, Maintenance & Administration Expense Less Advances from Department for Operations and Maintenance[2]	Less Deposits into Operations, Maintenance & Administration Reserve	Estimated Net Revenues Available for Debt Service	Estimated Net Revenues for Debt Service Including Supplemental Payments[3]
2016	$374.1	$10.1	$62.1	$0.0	$322.1	$331.2
2017	392.0	9.2	67.1	0.3	333.8	-
2018[4]	425.5	9.2	74.4	0.9	359.3	-
2019	436.4	9.4	77.3	0.4	368.1	-
2020	446.1	9.6	80.3	0.4	375.0	-
2021	455.9	9.8	83.4	0.4	381.9	-
2022	475.5	10.3	86.6	0.4	398.8	-
2023[4]	507.4	10.5	89.9	0.5	427.5	-
2024	518.3	10.7	93.4	0.5	435.1	-
2025	529.0	10.9	97.1	0.5	442.3	-

(1) The "Projected Total System Toll Revenues Less E-PASS Discount" figures were obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 attached hereto as Appendix C.

(2) Assumes advances from the Department for Operations and Maintenance will continue to be made annually pursuant to the Lease-Purchase Agreement and the Interagency Agreement. See "DESCRIPTION OF THE DEPARTMENT OF TRANSPORTATION AND ITS RELATIONSHIP TO THE EXPRESSWAY SYSTEM" herein.

(3) Since the County Interlocal Agreement Payments are Supplemental Payments pledged only to the Series 1990 Bonds and will be available to pay debt service only on such Series of Bonds, these calculations only apply to the Series 1990 Bonds which mature, and are expected to be retired, in Fiscal Year 2016.

(4) Under CFX's current toll policy, toll increases are scheduled in these years.

Source: CFX, Public Financial Management, Inc. and National Minority Consultants, Inc., except for "Projected Total System Toll Revenues Less E-PASS Discount" figures which are obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 attached hereto as Appendix C.

[Remainder of page intentionally left blank]

Estimated Debt Service Coverage Ratio (Millions)

Year Ending June 30	Estimated Net Revenues Available for Debt Service	Total Aggregate Debt Service[1]	Less Debt Service Reserve and Sinking Fund Interest Earnings	Net Aggregate Debt Service[2]	Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service[3]	Debt Service Ratio of Net Revenues Available for Debt Service plus Supplemental Payments to Debt Service[4]
2016	$322.1	141.90	0.4	$141.48	2.28x	2.34x
2017	333.8	180.31	0.5	179.8	1.86x	-
2018[5]	359.3	187.74	0.5	187.2	1.92x	-
2019	368.1	186.99	0.6	186.4	1.97x	-
2020	375.0	185.68	0.6	185.1	2.03x	-
2021	381.9	186.59	0.6	186.0	2.05x	-
2022	398.8	184.81	0.6	184.3	2.16x	-
2023[5]	427.5	184.59	0.6	184.0	2.32x	-
2024	435.1	184.36	0.6	183.8	2.37x	-
2025	442.3	207.72	0.6	207.2	2.14x	-

(1) Estimated debt service on the Outstanding Parity Bonds, including the Series 2008B Bonds, which is net of ongoing expenses such as Bond Credit Facility fees, letter of credit fees, and remarketing fees, where applicable, as the same are not included as part of debt service under the Bond Resolution. Debt service on the Series 2008B Bonds has been calculated based upon the fixed rate provided in the Interest Rate Swap Agreements relating to each such Series of Bonds plus any applicable spreads for sub-series currently in a direct purchase mode for the duration of the current facility. Debt service on the Series 2008B-1 Bonds includes an assumed spread of 55 basis points through May 7, 2020. Debt service on the Series 2008B-2 Bonds includes an assumed spread of 58 basis points through July 30, 2018. Debt service on the Series 2008B-3 Bonds and the Series 2008B-4 Bonds includes an assumed spread of 53.5 basis points through September 10, 2019. Assumes two future issuances of Parity Bonds in FY 2017 in an approximate par amount of $200,000,000 with a final maturity of 2046 at an estimated average coupon of 5.0%, and in FY 2018 in an approximate par amount of $105,000,000 with a final maturity of 2047 and an estimated average coupon of 5.4%. The future issuances are based on CFX's current approved work plan. CFX updates the Five Year Work Plan annually and will plan according to the 1.60x coverage planning target per the Debt Policy. See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS - Capital Planning Methodology" herein.

(2) Net Aggregate Debt Service is computed by subtracting the Debt Service Reserve and Sinking Fund Interest Earnings from the Total Aggregate Debt Service.

(3) Debt Service Ratio is computed by dividing the Net Aggregate Debt Service into the Estimated Net Revenues Available for Debt Service.

(4) Since the County Interlocal Agreement Payments are Supplemental Payments pledged only to the Series 1990 Bonds and will be available to pay debt service only on such Series of Bonds, these calculations only apply to the Series 1990 Bonds. Estimated Supplemental Payments for Fiscal Year 2016 are based on actual amounts pledged in Fiscal Year 2015, assuming no escalation.

(5) Under CFX's current toll policy, toll increases are scheduled in these years.

Source: CFX, except for (i) "Estimated Net Revenue Available for Debt Service" figures were obtained from the FY 2015 General Traffic and Earnings Consultant's Annual Report dated February 2016 attached hereto as Appendix C and (ii) "Debt Service Ratio of Net Revenues Available for Debt Service to Net Aggregate Debt Service" and "Debt Service Ratio of Net Revenues Available for Debt Service plus Supplemental Payments to Debt Service" figures which were prepared by Public Financial Management, Inc. and National Minority Consultants, Inc. and approved by CFX

MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS

For an overview and analysis of the financial activities of CFX for the Fiscal Years 2015 and 2014, see "Management's Discussion and Analysis" in the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

Budget for Fiscal Year 2016. CFX's Governing Board has adopted a budgetary target to keep its Operations, Maintenance and Administrative ("OM&A") budget, below 25% of toll revenues. As such, the Fiscal Year 2016 OM&A Budget funded by CFX equals $71,374,230, which is 21% of projected toll revenues, which includes projected toll revenue collected via unpaid toll notices. As of December 31, 2015, actual toll revenues were 12.5% above budget estimates, actual OM&A expenses were 13.3% below budget estimates and Net Revenues after Debt Service are 38% above budget estimates (approximately $26 million).

Liquidity Position. As of December 31, 2015, CFX had $285,212,890 in unrestricted funds, $165,919,793 in restricted funds and $214,905,756 in reserves, excluding CFX's debt service reserve funds but including the internal discretionary reserve which, as of the date of this Official Statement, is set at $160 million. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS - Termination Risk" herein.

Status of Variable Rate Demand Bonds. During Fiscal Year 2008 and 2009, the bond insurance and banking industries experienced a number of unexpected events, including ratings downgrades of several banks and bond insurers. These events caused significant disruption in the variable rate demand bond market. CFX previously issued several series of variable rate demand bonds and simultaneously entered into interest rate exchange agreements requiring CFX to pay a fixed rate and the counterparties to pay the SIFMA Index. Specifically because of the rating downgrades of three of CFX's credit facility providers, Ambac, Financial Security Assurance Inc. (now known as Assured Guaranty Municipal Corp) and SunTrust Bank, during Fiscal Years 2008 and 2009 CFX experienced remarketing rates greater than the SIFMA Index. This resulted in higher than budgeted debt service on CFX's variable rate bonds. Throughout this credit crisis, CFX carefully monitored these developments and the financial impacts thereof and evaluated relevant alternatives on an on-going basis. Several strategies were successfully implemented to reduce the remarketing rates on CFX's variable rate demand debt. Over the last several years, CFX successfully reduced its variable rate demand debt exposure to approximately $498 million, through the issuance of the fixed rate Series 2012 Bonds, Series 2013A Bonds, Series 2013B Bonds and Series 2013C Bonds for purposes of refunding the variable rate Series 2003B Bonds, Series 2003C Bonds and Series 2003D Bonds, and the optional termination of the 2003C Swaps and Series 2003D Swap. All of

the $498 million of variable rate debt is privately placed, SIFMA-based variable rate debt not supported by a liquidity facility and/or a credit facility. During such time, the notional amount of CFX's outstanding interest rate exchange agreements was reduced from approximately $999 million to approximately $498 million. Given the current low interest rate environment CFX continues to monitor opportunities to refund all or a portion of its outstanding variable rate demand debt and optionally terminate all or a portion of its outstanding interest rate exchange agreements. See "VARIABLE RATE EXPOSURE AND INTEREST RATE EXCHANGE AGREEMENTS" herein and Note 5 of the "AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014" attached hereto as Appendix F.

LITIGATION

There is not now any litigation pending or, to the knowledge of CFX, threatened, which if successful would affect the validity of the Series 2016A Bonds or the proceedings and authority under which they are to be issued. In addition to the actions described below, CFX, from time to time, engages in routine litigation the outcome of which is not expected to have any material adverse effect on the issuance and delivery of the Series 2016A Bonds or the financial condition of CFX.

Eminent Domain

CFX has acquired property for the Wekiva Parkway (SR 429) through voluntary acquisitions and involuntary acquisitions, which require the filing of a petition in eminent domain, the deposit of a good faith estimate of value, and the determination of full compensation, including compensation for the property taken, attorney's fees, expert fees, costs, and relocation expenses. CFX is also in the process of acquiring property for the SR 417/SR 528 ramp improvements.

Class Action

On January 5, 2015, Tropical Trailer Leasing LLC, a management company, and eight of its affiliates, who own and lease fleets of chassis and semitrailers, all of whom are based in Miami-Dade County, Florida (collectively, the "Plaintiffs") filed an amended class action complaint against CFX and the Executive Director in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (i) challenging CFX's powers to charge tolls on the owners of trailers or semitrailers chassis towed by third party drivers of motorized vehicles who fail to pay the applicable toll (the "Proposed Class") (ii) seeking an injunction against the imposition of future tolls and penalties on the Proposed Class and (iii) seeking declaratory judgment that the Proposed Class is exempt from tolls by CFX. CFX filed a motion to dismiss the amended complaint. The trial court granted the motion to dismiss as to the [Section 1983] claim, but denied the motion to dismiss as to the remaining claims. Plaintiffs appealed the

dismissal of the [Section 1983] claim. By Order dated February 2, 2016, the trial court granted Plaintiffs' motion for class certification and certified the lawsuit as a class action. CFX filed a notice of appeal of the order certifying the class and a motion to stay the case, which motion is still pending. While CFX cannot currently quantify the potential liability arising from this complaint, CFX believes that it will prevail and will continue to vigorously contest the allegations against it.

LIMITATION AND ENFORCEABILITY OF REMEDIES

The remedies available to owners of the Series 2016A Bonds upon an Event of Default under the Bond Resolution are limited to the institution of an action for specific performance in a writ of mandamus or other suit, action or proceeding compelling and requiring CFX and its officers to observe and perform any covenant, condition or obligation prescribed in the Bond Resolution, including the fixing, charging and collecting of rates, fees or other charges for the services and facilities of the System. The remedies provided with respect to the Series 2016A Bonds under the Bond Resolution are in many respects dependent upon statutory, regulatory provisions (including the federal bankruptcy code) and judicial decisions which are often subject to discretion and delay and therefor may not be readily available or may be limited. The various legal opinions delivered or to be delivered concurrently with the delivery of the Series 2016A Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. See "APPENDIX A - AMENDED AND RESTATED MASTER BOND RESOLUTION" attached hereto.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that CFX make full and fair disclosure of any bonds or other debt obligations of such entities that have been in default as to payment of principal or interest at any time after December 31, 1975. CFX is not presently and, since December 31, 1975, has not been in default as to payment of principal or interest on any bonds or other debt obligations.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) of the SEC promulgated pursuant to the Securities Exchange Act of 1934 (the "Rule"), CFX will enter into a Continuing Disclosure Agreement dated the date of delivery (the "Continuing Disclosure Agreement") which is attached hereto as "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT," for the benefit of the Holders (as defined in the Continuing Disclosure Agreement) of the Series

2016A Bonds. Under the Continuing Disclosure Agreement, CFX, as an "obligated person" under the Rule and, initially, the sole obligated person under the Continuing Disclosure Agreement, will provide certain financial information and operating data (the "Annual Report") relating to CFX and notices of the occurrence of certain enumerated events with respect to the Series 2016A Bonds.

The Annual Report, and notices of the occurrence of certain enumerated events, will be filed by or on behalf of CFX to the centralized information repository developed and operated by the Municipal Securities Rulemaking Board ("MSRB") through the Electronic Municipal Market Access system ("EMMA"), in an electronic format prescribed by the MSRB. The nature of the information to be provided in the Annual Report and the notices of such enumerated events is set forth in "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Continuing Disclosure Agreement further provides that a default under the Continuing Disclosure Agreement shall not constitute an Event of Default under the Bond Resolution.

[Within the last five years, CFX has not failed to comply with any previous continuing disclosure commitments or undertakings with respect to issued obligations.]

UNDERWRITING

The Series 2016A Bonds are being purchased by _____ (the "Underwriter"). The Underwriter has agreed to purchase the Series 2016A Bonds at a price of $_____ (representing the principal amount of $_____ plus/minus bond premium of $_____, less an Underwriter's discount of $_____).

The prices and other terms with respect to the offering and sale of the Series 2016A Bonds may be changed from time to time by the Underwriter after such Series 2016A Bonds are released for sale, and the Series 2016A Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Series 2016A Bonds into investment accounts.

RATINGS

The Series 2016A Bonds have been assigned a rating of "__" (outlook _____) from S&P, "__" (outlook _____) from Moody's and "__" (outlook _____) from Fitch. Such ratings express only the views of S&P, Moody's and Fitch (collectively, the "Rating Agencies"). An explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the same. There is no assurance that any rating will be maintained for any given period of time or that it will not be revised downward or withdrawn entirely by the Rating Agencies if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies or either of them, may have an adverse effect on the liquidity and/or

market price of the Series 2016A Bonds. CFX undertakes no responsibility to oppose any such revision or withdrawal.

TAX MATTERS

In the opinion of Bond Counsel, interest on the Series 2016A Bonds is excluded from gross income and is not a specific item of tax preference for federal income tax purposes under existing statutes, regulations, rulings and court decisions. However, interest on the Series 2016A Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations pursuant to the Code. Failure by CFX to comply subsequently to the issuance of the Series 2016A Bonds with certain requirements of the Code, regarding the use, expenditure and investment of the proceeds of the Series 2016A Bonds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2016A Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. CFX has covenanted in the Bond Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2016A Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2016A Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2016A Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2016A Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2016A Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2016A Bonds. Prospective purchasers of Series 2016A Bonds should be aware that the ownership of Series 2016A Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2016A Bonds may result in collateral tax consequences to various types of corporations relating to: (1) denial of interest deduction to purchase or carry such Series 2016A Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2016A Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series

2016A Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2016A BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

INTEREST ON THE SERIES 2016A BONDS MAY BE SUBJECT TO STATE OR LOCAL INCOME TAXATION UNDER APPLICABLE STATE OR LOCAL LAWS IN OTHER JURISDICTIONS. PURCHASERS OF THE SERIES 2016A BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE INCOME TAX STATUS OF INTEREST ON THE SERIES 2016A BONDS IN THEIR PARTICULAR STATE OR LOCAL JURISDICTIONS.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered or would alter certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2016A Bonds. In some cases, these proposals have contained provisions that altered or would alter these consequences on a retroactive basis. Such proposals may have affected or may affect the market value of obligations such as the Series 2016A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2016A Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2016A Bonds.

Tax Treatment of Bond Premium

The difference between the stated principal amount of the Series 2016A Bonds and the initial offering prices to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Series 2016A Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Non-Callable Premium Series 2016A Bond and to the first call date in the case of the Callable Premium Series 2016A Bonds. For purposes of determining gain or loss on the sale or other disposition of a Premium Series

2016A Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Series 2016A Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Series 2016A Bonds. Owners of the Premium Series 2016A Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Series 2016A Bonds.

LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2016A Bonds and the issuance thereof by CFX are subject to the approval of Broad and Cassel, Orlando, Florida, Bond Counsel. The proposed form of the opinion of Bond Counsel is attached hereto as Appendix G. Certain legal matters will be passed upon by the General Counsel to CFX, Joseph Passiatore, Esq., Orlando, Florida. Nabors, Giblin & Nickerson, P.A., Tampa, Florida is serving as Disclosure Counsel for CFX.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The Verification Agent, a firm of independent public accountants, will deliver to CFX, on or before the Preliminary Closing Date, its verification report indicating that it has verified, in accordance with attestation standards established by the American Institute of Certified Public Accountants, the mathematical accuracy of the mathematical computations of the adequacy of the amounts to be deposited in the Escrow Deposit Trust Fund to be held by the Escrow Agent to pay all the principal of, accrued interest and premium, if any, on the Refunded Bonds through their redemption dates or maturities as appropriate.

The verification performed by the Verification Agent will be solely based upon data, information and documents provided to the Verification Agent by the Co- Financial Advisors on behalf of CFX. The Verification Agent has restricted its procedures to recalculating the computations provided by CFX and its representatives and has not evaluated or examined the assumptions or information used in the computations.

PROFESSIONAL CONSULTANTS

Co-Financial Advisor

Public Financial Management, Inc., Orlando, Florida and National Minority Consultants, Inc., Orlando, Florida serve as Co-Financial Advisors to CFX. The Co-

Financial Advisors assisted CFX in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2016A Bonds, and provided other advice. However, the Co-Financial Advisors, with the exception of the sections herein regarding "SYSTEM FINANCING - Estimated Annual Debt Service," and "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Estimated Debt Service Coverage Ratio," have not been engaged and are not obligated to undertake, and have not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement. The Co-Financial Advisors did not participate in the underwriting of the Series 2016A Bonds.

Independent Auditors

The financial statements of CFX for the Fiscal Years ended June 30, 2015 and June 30, 2014 attached hereto as Appendix F have been audited by Moore Stephens Lovelace P.A., independent auditors, as stated in their report appearing in Appendix F attached hereto. Moore Stephens Lovelace P.A. has not examined, compiled or applied agreed-upon procedures to the projected and/or forecasted data contained herein and, therefore, assumes no responsibility for such data.

Engineers

CDM Smith serves as CFX's Traffic Engineer. See "FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016" attached hereto as Appendix C.

CONTINGENT FEES

Payment of the fees of Bond Counsel, Disclosure Counsel and the Co-Financial Advisor and the payment of a discount to the Underwriter are each contingent upon the issuance and sale of the Series 2016A Bonds. Payment of the fees of the Traffic Engineer are not contingent upon the issuance and sale of the Series 2016A Bonds.

VALIDATION

The Series 2016A Bonds represent a portion of the $2,000,000,000 State of Florida, Orlando-Orange County Expressway Authority Revenue Bonds that have been validated by Final Judgment of the Circuit Court of the Ninth Judicial Circuit of Florida, Orlando, Orange County, Florida, on September 20, 2002; the time for filing an appeal has expired with no appeal having been filed.

FORWARD-LOOKING STATEMENTS

The statements contained in this Official Statement, and in any other information provided by CFX, that are not purely historical, are forward-looking statements, including statements regarding CFX's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to CFX on the date hereof, and CFX assumes no obligation to update any such forward-looking statements. It is important to note that CFX's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of CFX. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

MISCELLANEOUS

This Official Statement is not to be construed as a contract with the purchasers of the Series 2016A Bonds. The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters relating to the Series 2016A Bonds, the security for the payment of the Series 2016A Bonds and the rights and obligations of the owners of the Series 2016A Bonds. The information and expressions of opinion in this Official Statement are subject to change without notice and neither the delivery of this Official Statement nor any sale made shall under any circumstances create any implication that there has been no change in the matters referred to in this Official Statement since its date.

So far as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the opinions or estimates will be realized.

AUTHORIZATION OF AND CERTIFICATION CONCERNING OFFICIAL STATEMENT

This Official Statement has been authorized and approved by CFX. Upon the delivery of the Series 2016A Bonds, the undersigned will furnish a certificate to the effect that this Official Statement did not as of its date, and does not contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purpose for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman

By:_____
Executive Director

APPENDIX A

AMENDED AND RESTATED MASTER BOND RESOLUTION

APPENDIX B

TWENTIETH SUPPLEMENTAL RESOLUTION

APPENDIX C

FY 2015 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT DATED FEBRUARY 2016

APPENDIX D

LEASE-PURCHASE AGREEMENT

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

AUDITED FINANCIAL STATEMENTS OF CFX FOR THE FISCAL YEAR ENDED JUNE 30, 2015 AND JUNE 30, 2014

APPENDIX G

FORM OF OPINION OF BOND COUNSEL

EXHIBIT D

FORM OF CONTINUING DISCLOUSRE AGREEMENT

[Attached]

EXHIBIT "D"

CONTINUING DISCLOSURE AGREEMENT

by and between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

relating to:

$_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SENIOR LIEN REFUNDING REVENUE BONDS,
SERIES 2016A

DATED _____, 2016

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "Disclosure Agreement"), dated _____, 2016, is executed and delivered by the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority") and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, and any successor disclosure dissemination agent serving hereunder pursuant to Section 10 hereof as Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC").

RECITALS:

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, the Authority issued its Senior Lien Refunding Revenue Bonds, Series 2016A (the "Series 2016A Bonds"), pursuant to that certain Amended and Restated Master Bond Resolution adopted by the Issuer on February 3, 2003 (the "Master Bond Resolution"), as supplemented by the Twentieth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Refunding Revenue Bonds, Series 2016A adopted by the Authority on March 10, 2016, (the "Twentieth Supplemental Resolution" and together with Master Bond Resolution, the "Bond Resolution").

B. The Authority has authorized the preparation and distribution of the Preliminary Official Statement dated March __, 2016 with respect to the Series 2016A Bonds (the "Preliminary Official Statement").

C. Upon the initial sale of the Series 2016A Bonds to the underwriter(s) named in the hereinafter referenced Official Statement (collectively, the "Underwriters"), the Authority authorized the preparation and use of the Official Statement dated _____, 2016 with respect to the Series 2016A Bonds (the "Official Statement").

D. As a condition precedent to the initial purchase of the Series 2016A Bonds by the Underwriters in accordance with the Official Notice of Sale dated [March 14], 2016 and in compliance with the Underwriters' obligations under the Rule (as defined herein), the Authority has agreed to undertake certain disclosure obligations with respect to the Series 2016A Bonds for the benefit of the Holders (hereinafter defined) as specified hereunder on an ongoing basis during the term hereof and has agreed to retain the Disclosure Dissemination Agent to perform certain disclosure dissemination tasks as provided for herein on its behalf.

NOW THEREFORE, in consideration of the purchase of the Series 2016A Bonds by the Underwriters and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the Authority and the Disclosure Dissemination Agent do hereby certify and agree as follows:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

SECTION 2. Definitions. Capitalized terms used, but not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Bond Resolution or the Official Statement, as applicable. In addition to the terms defined elsewhere herein, the following capitalized terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Annual Report" means an Annual Report described in and consistent with Section 4 of this Disclosure Agreement.

"Annual Filing Date" means the date, set in Sections 3(a) and 3(f) hereof, by which the Annual Report is to be filed with the Repositories.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements" means the General Purpose Financial Statements for the Authority prepared in accordance with GAAP (as defined herein) for the prior Fiscal Year, certified by an independent auditor and specified in Section 4(b) of this Disclosure Agreement.

"Business Day" means a day other than a Saturday or a Sunday or a day on which banks in Florida are authorized or required by law to close.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to each Repository under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Authority and include the full name of the Series 2016A Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for all Series 2016A Bonds to which the document applies.

"Disclosure Representative" means Chief Financial Officer of the Authority or her designee, or such other person as the Authority shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any

successor Disclosure Dissemination Agent designated in writing by the Authority pursuant to Section 10 hereof.

"EMMA" means the MSRB's Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule. Further information regarding EMMA can be retrieved by visiting the web site *http://emma.msrb.org/.*

"Fiscal Year" means the fiscal year of the Authority, which currently is the twelve-month period beginning July 1 and ending on June 30 of the following year, or any such other twelve month period designated by the Authority, from time to time, to be its fiscal year.

"GAAP" means generally accepted accounting principles promulgated by the Government and Financial Accounting Standards Boards as in effect from time to time in the United States.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016A Bonds (including persons holding Series 2016A Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2016A Bonds for federal income tax purposes.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any), the Notice Event notices and the Voluntary Reports.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(l) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in Section 5(a) of this Disclosure Agreement.

"Obligated Person" means the Authority and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2016A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority confirms that currently it is the only Obligated Person.

"Repository" or **"NRMSIR"** means any Nationally Recognized Municipal Securities Information Repository recognized for purposes of the Rule and the MSRB, as reflected on the website of the SEC at www.sec.gov. Currently, the sole Repository is the MSRB, through the operation of EMMA.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"State" means the State of Florida.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by the Authority pursuant to Section 8.

SECTION 3. Provision of Annual Reports.

(a) The Authority shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to each Repository not later than March 31 after the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2016. If March 31 falls on a weekend, the Annual Report will be due the first Business Day thereafter. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement.

(b) If the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification by 12:00 noon on the Annual Filing Date, the Disclosure Dissemination Agent shall contact the Disclosure Representative by e-mail and telephone to remind the Authority of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification or (ii) instruct the Disclosure Dissemination Agent in writing that the Authority will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that an event as described in Section 3(e)(iii)(15) has occurred and to immediately send a notice to each Repository in substantially the form attached as Exhibit A.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a non-Business Day, then the first Business Day thereafter) for the Annual Report, an event described in Section 3(e)(iii)(15) shall have occurred and the Authority irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit B.

(d) If the Audited Financial Statements of the Authority are prepared but not available prior to the Annual Filing Date, the Authority shall, when the Audited Financial

Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certificate, for filing with each Repository.

(e) The Disclosure Dissemination Agent shall:

(i) upon receipt, promptly file each Annual Report received under Section 3(a) with each Repository;

(ii) upon receipt, promptly file each Audited Financial Statement received under Section 3(d) with each Repository;

(iii) upon receipt, promptly file the text of each disclosure to be made with each Repository together with a completed copy of the MSRB Material Event Notice Cover Sheet in the form attached as Exhibit B, describing the event by checking the box indicated below when filing pursuant to the Section of this Disclosure Agreement indicated:

1. "Principal and interest payment delinquencies," pursuant to Sections 5(c) and 5(a)(l) hereof;

2. "Non-Payment related defaults," pursuant to Sections 5(c) and 5(a)(2) hereof;

3. "Unscheduled draws on debt service reserves reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(3) hereof;

4. "Unscheduled draws on credit enhancements reflecting financial difficulties," pursuant to Sections 5(c) and 5(a)(4) hereof;

5. "Substitution of credit or liquidity providers, or their failure to perform," pursuant to Sections 5(c) and 5(a)(5) hereof;

6. "Adverse tax opinions or events adversely affecting the tax-exempt status of the Series 2016A Bonds," pursuant to Sections 5(c) and 5(a)(6) hereof;

7. "Modifications to rights of securities Holders," pursuant to Sections 5(c) and 5(a)(7) hereof;

8. "Bond calls," pursuant to Sections 5(c) and 5(a)(8) hereof;

9. "Defeasances," pursuant to Sections 5(c) and 5(a)(9) hereof;

10. "Release, substitution, or sale of property securing repayment of the Series 2016A Bonds," pursuant to Sections 5(c) and 5(a)(10) hereof;

11. "Ratings changes on the Series 2016A Bonds," pursuant to Sections 5(c) and 5(a)(11) hereof;

12. "Bankruptcy, insolvency, receivership or similar event" pursuant to Sections 5(c) and 5(a)(12) hereof;

13. "Merger, consolidation, or acquisition" pursuant to Sections 5(c) and 5(a)(13) hereof;

14. "Appointment of a successor or additional trustee or a change in the name of a trustee" for the Series 2016A Bonds pursuant to Sections 5(c) and 5(a)(14) hereof;

15. "Failure to provide annual financial information as required," pursuant to Section 3(b)(ii) or Section 3(c) hereof, together with a completed copy of Exhibit A to this Disclosure Agreement;

16. "Other material event notice (specify)," pursuant to Section 8 hereof, together with the summary description provided by the Disclosure Representative; and

(iv) provide the Authority evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Authority may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent and the Repositories, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Authority, consisting of or cross-referencing the following:

(i) The Audited Financial Statements.

(ii) Annual, updated historical financial formation and operating data for the Authority of the type included under the tables titled:

a. "DESCRIPTION OF THE SYSTEM -Traffic Volumes at Mainline Toll Plazas/Selected Expressway Segments - Existing System;"

b. "DESCRIPTION OF THE SYSTEM - Summary of Level of Service for Selected Expressway Segments;"

c. "SYSTEM REVENUES - Existing System Toll Structure;"

d. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Total System Toll Revenues;"

e. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical System Operating, Maintenance and Administrative Expenses;" and

f. "HISTORICAL AND PROJECTED OPERATING RESULTS OF THE SYSTEM - Historical Debt Service Ratio."

(b) Audited Financial Statements will be included in the Annual Report; provided, however, if the Audited Financial Statements are not completed prior to March 31 of any year, the Authority shall provide unaudited financial statements on such date and shall provide the Audited Financial Statements as soon as practicable following their completion. Audited Financial Statements will be provided pursuant to Section 3(d) hereof.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Authority is an "obligated person" (as defined by the Rule), which have been previously filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Authority will clearly identify each such document so incorporated by reference.

If the Authority has not filed the Annual Report when due, then the Authority or the Dissemination Agent, on behalf of the Authority, shall file a notice with each Repository as required by the Rule.

SECTION 5. Reporting of Notice Events.

(a) The occurrence of any of the following events, with respect to the Series 2016A Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements relating to the Series 2016A Bonds reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2016A Bonds, or material events affecting the tax-exempt status of the Series 2016A Bonds;

7. Modifications to rights of Holders of the Series 2016A Bonds, if material;

8. Bond calls and tender offers (excluding sinking fund mandatory redemptions), if material;

9. Defeasances of the Series 2016A Bonds;

10. Release, substitution, or sale of property securing repayment of the Series 2016A Bonds, if material;

11. Rating changes on the Series 2016A Bonds;

12. Bankruptcy, insolvency, receivership or similar event of the Authority;

13. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Authority shall promptly, and in no event later than ten (10) Business Days after the occurrence thereof, notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination

Agent to immediately report the occurrence pursuant to subsection (c). Such notice shall be accompanied with the text of the disclosure that the Authority desires to make, the written authorization of the Authority for the Disclosure Dissemination Agent to disseminate such information, and the date the Authority desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Authority or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within the earlier of: two (2) Business Days after receipt of such notice or nine (9) Business Days from the occurrence of such event, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to immediately report the occurrence pursuant to subsection (c), together with the text of the disclosure that the Authority desires to make, the written authorization of the Authority for the Disclosure Dissemination Agent to disseminate such information, and the date the Authority desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by the Authority as prescribed in subsection (a) or (b)(ii) of this Section 5 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly, and in any event within in one (1) Business Day, file a notice of such occurrence with each Repository.

SECTION 6. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events and Voluntary Reports filed pursuant to Section 8(a), the Authority shall indicate the full name of the Series 2016A Bonds and, to the best of its knowledge, the 9-digit CUSIP numbers for the Series 2016A Bonds as to which the provided information relates. The Authority by providing the CUSIP numbers is not representing or certifying as to the accuracy thereof.

SECTION 7. Additional Disclosure Obligations. The Authority acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Authority, and that the failure of the Disclosure Dissemination Agent to so advise the Authority shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The Authority acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 8. Voluntary Reports.

(a) The Authority may instruct the Disclosure Dissemination Agent to file information with the Repositories, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

SECTION 9. Termination of Reporting Obligation.

(a) The obligations of the Authority and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Series 2016A Bonds (i) upon the legal defeasance, prior redemption or payment in full of all of the Series 2016A Bonds of such issue, (ii) when the Authority is no longer an Obligated Person with respect to the Series 2016A Bonds, or (iii) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

(b) If in the opinion of nationally recognized note counsel satisfactory to the Authority, the Rule shall be amended, modified or changed so that all or any part of the information currently required to be provided thereunder shall no longer be required to be provided thereunder, then such information shall no longer be required to be provided hereunder, and if and to the extent in the opinion of nationally recognized note counsel satisfactory to the Authority, the Rule, or any provisions thereof, shall be declared by a federal court of competent and final, non-appealable jurisdiction to be, in whole or in part, invalid, unconstitutional, null and void, or otherwise inapplicable to the Series 2016A Bonds, then the information required to be provided hereunder, insofar as it was required to be provided by a provision of the Rule so declared, shall no longer be required to be provided hereunder.

(c) If a termination or cessation described in either Section 9(a) or (b) hereof occurs prior to the final maturity of the Series 2016A Bonds, the Authority shall give or cause to be given notice of such event in the same manner as for a Notice Event under Section 5(c) hereof.

SECTION 10. Disclosure Dissemination Agent. The Authority has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Authority may, upon 30 days' written notice to the Disclosure Dissemination Agent, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Authority or DAC, the Authority agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Series 2016A Bonds. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Authority.

SECTION 11. Remedies. In the event of a failure of the Authority or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement, it being the Authority's position that money damages would be inadequate recompense and/or difficult to ascertain. A default under this Disclosure Agreement shall not constitute a default on the Series 2016A Bonds or be deemed an Event of Default under the Bond Resolution or under any other document relating to the Series 2016A Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 12. Duties, Immunities and Liabilities of Disclosure Dissemination Agent. The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Authority has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Authority and shall not be deemed to be acting in any fiduciary capacity for the Authority, the Holders of the Series 2016A Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Authority's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Authority has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Authority at all times.

SECTION 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the Authority to the effect that such amendment or waiver does not materially impair the interests of Holders of the Series 2016A Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided the Authority shall not be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Authority shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time by giving not less than 20 days' written notice of the intent to do so together with a copy of the proposed amendment to the Disclosure Dissemination Agent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Disclosure Dissemination Agent, the Underwriters, and the Holders from time to time of the Series 2016A Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by and construed in accordance with the internal laws of the State (without regard to conflict of law principles thereof), provided that, to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretation thereof.

SECTION 16. No Personal Liability. None of the members or employees of the Authority shall be charged personally with any liability, or held liable under any term or provision of this Disclosure Agreement because of its execution or attempted execution, or because of any breach or attempted or alleged breach thereof.

THE DISCLOSURE OBLIGATIONS UNDER THIS DISCLOSURE AGREEMENT ARE NOT OBLIGATIONS OF ORANGE COUNTY, FLORIDA, LAKE COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA, OSCEOLA COUNTY, FLORIDA, THE CITY OF ORLANDO, FLORIDA OR THE STATE.

SECTION 17. Severability. In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portions were not contained therein, nor

shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

SECTION 18. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following page]

The Disclosure Dissemination Agent and the Authority have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as Disclosure Dissemination Agent

By:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Chairman

By:_____
Executive Director

EXHIBIT A
NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Authority:	Central Florida Expressway Authority
Obligated Person:	Central Florida Expressway Authority
Name of Bond Issue:	Central Florida Expressway Authority Senior Lien Refunding Revenue Bonds, Series 2016A
Date of Issuance:	_____, 2016

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named Notes as required by the Continuing Disclosure Agreement, dated _____, 2016, between the Authority and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Authority has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated:_____

Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent, on behalf of the Authority

_____

cc: Authority
Obligated Person

EXHIBIT B
MATERIAL EVENT NOTICE COVER SHEET

This cover sheet and material event notice should be sent to each Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).
Authority's and/or Other Obligated Person's Name:

.....

Authority's Six

-Digit CUSIP Number:

.....

or Nine

-Digit CUSIP Number(s) of the notes to which this material event notice relates:

.....

Number of pages of attached material event notice:

Description of Material Events Notice (Check One):

1. __Principal and interest payment delinquencies
2. __Non-Payment related defaults
3. __Unscheduled draws on debt service reserves reflecting financial difficulties
4. __Unscheduled draws on credit enhancements reflecting financial difficulties
5. __Substitution of credit or liquidity providers, or their failure to perform
6. __Adverse tax opinions or events affecting the tax-exempt status of the security
7. __Modifications to rights of securities holders
8. __Note calls
9. __Defeasances
10. __Release, substitution, or sale of property securing repayment of the securities
11. __Rating changes
12. __Bankruptcy, insolvency, receivership or similar event
13. __Merger, consolidation, or acquisition
14. __Appointment of successor or additional trustee or a change in name of trustee
15. __Failure to provide annual financial information as required
16. __Other material event notice (specify)

_____

I hereby represent that I am authorized by the Authority or its agent to distribute this information publicly:

Signature:

.....

Name:.....Title:.....

Employer: Digital Assurance Certification, L.L.C. Address:.....

City, State, Zip Code:.....

Voice Telephone Number: .....

EXHIBIT E

FORM OF ESCROW DEPOSIT AGREEMENT

[Attached]

EXHIBIT "E"

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this "Agreement"), dated as of April __, 2016, is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (the "Authority") and **WELLS FARGO BANK, N.A.**, a national banking association organized and existing under the laws of the United States of America (the "Escrow Agent").

WHEREAS, the Authority has previously issued its Revenue Bonds, Series 2007A (the "Series 2007A Bonds") pursuant to that certain Amended and Restated Master Bond Resolution of the Authority, adopted February 3, 2003 (the "Master Bond Resolution"), as supplemented and amended from time to time, as particularly supplemented by that certain Sixth Supplemental Revenue Bond Resolution Authorizing the Issuance of Revenue Bonds, Series 2007A, adopted May 23, 2007 (as amended and supplemented, the "Sixth Supplemental Resolution"), of which $_____ in aggregate principal amount remains currently outstanding (the "Refunded Bonds"); and

WHEREAS, the Authority has determined to refund the Refunded Bonds as further described in Schedule "A" attached hereto and the Master Bond Resolution provides that the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the Master Bond Resolution upon compliance by the Authority with the provisions of Section 7.2 of the Master Bond Resolution, which provisions of the Master Bond Resolution the Authority hereby represents have not been amended or supplemented; and

WHEREAS, the Authority has determined to issue, pursuant to the Master Bond Resolution as supplemented by that certain Twentieth Supplemental Revenue Bond Resolution Authorizing the Issuance of Senior Lien Refunding Revenue Bonds, Series 2016A, adopted on March 10, 2016 (the "Supplemental Bond Resolution" and together with the Master Bond Resolution, the "Bond Resolution"), its Central Florida Expressway Authority Refunding Revenue Bond, Series 2016A (the "Refunding Bonds"), a portion of the proceeds of which will be held as uninvested cash deposited into the Escrow Deposit Trust Fund (defined below), together with legally available moneys, if any, in order to provide for the current refunding and redemption of the Refunded Bonds (or to reimburse the Credit Facility provider for any draw made on the Credit Facility for the Refunded Bonds for the purpose of such redemption) and the discharge and satisfaction of the pledges, liens and other obligations of the Authority under the Bond Resolution in regard to such Refunded Bonds; and

WHEREAS, the issuance of the Refunding Bonds and the deposit of a portion of the proceeds, together with legally available moneys, if any, into the Escrow Deposit Trust Fund to be held by the Escrow Agent and the discharge and satisfaction of the pledges, liens and other obligations of the Authority under the Bond Resolution in regard to the Refunded Bonds shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **Recitals**. The recitals stated above are true and correct and incorporated herein.

2. **Acknowledgement of Resolution**. Receipt of a true and correct copy of the above-mentioned Bond Resolution is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Bond Resolution, and in particular Section 7.2 of the Master Bond Resolution, are

incorporated herein by reference. Reference herein to or citation herein of any provisions of the Bond Resolution shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein. Capitalized terms used in this Agreement that are not defined shall have the respective meanings set forth in the Bond Resolution.

3. **Establishment of Escrow Deposit Trust Fund; Escrow Proceeds**. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable Escrow Deposit Trust Fund designated as the "Central Florida Expressway Authority Series 2007A Escrow Deposit Trust Fund" (the "Escrow Deposit Trust Fund"). The Escrow Deposit Trust Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the Holders of the Refunded Bonds separate and apart from other funds of the Authority and the Escrow Agent. The Escrow Agent hereby accepts its appointment as Escrow Agent, has established the Escrow Deposit Trust Fund in accordance with this Agreement, and acknowledges the receipt of and deposit to the credit of the Escrow Deposit Trust Fund, which deposit the Authority hereby approves, of the sum $_____, consisting of: (i) $_____ (the "Escrow Proceeds"), and (ii) $_____ from the Series 2007A Debt Service Fund (the "Other Moneys"), in immediately available funds.

4. **Sufficiency of Escrow Proceeds and Other Moneys**. The Authority, based on the Cash Flow Verification Report of _____ (the "Verification Agent"), represents that the Escrow Proceeds and the Other Moneys held as uninvested cash in the Escrow Deposit Trust Fund, available to the Escrow Agent to pay the amounts of principal and accrued interest due and to become due on the Refunded Bonds upon the optional redemption thereof, as described in Schedule "B" attached hereto. No redemption premium is owed in connection with the redemption of the Refunded Bonds. If the Escrow Proceeds and the Other Moneys shall be insufficient to make such redemption payments, the Authority shall timely deposit in the Escrow Deposit Trust Fund, solely from legally available funds of the Authority, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule "B" hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Authority as promptly as possible, but not less than five (5) days prior to a scheduled and required payment date, but the Escrow Agent shall in no manner be responsible for the Authority's failure to make such deposits.

5. **Irrevocable Escrow**. The deposit of the Escrow Proceeds, the Other Moneys and Defeasance Obligations (as defined herein), if any, in the Escrow Deposit Trust Fund shall constitute an irrevocable deposit of Escrow Proceeds, Other Moneys and Defeasance Obligations, if any, in trust with the Escrow Agent solely for the payment of the principal of, plus accrued interest on the Refunded Bonds at such times and amounts as set forth in Schedule "B" hereto (or to reimburse the Credit Facility provider for any draw made on the Credit Facility for the Refunded Bonds for the purpose of such redemption), and subject to the provisions of Section 8 hereof, the principal of and interest earnings, if any, on such Defeasance Obligations shall be used solely for such purposes.

6. **Redemption of Refunded Bonds**. The Authority hereby directs, and the Escrow Agent hereby agrees, that it will undertake the timely transfer of money to Wells Fargo Bank, N.A., the Paying Agent for the Refunded Bonds or any successors or assigns thereto (the "Refunded Bonds Paying Agent") in accordance with Schedule "B" attached hereto, in order to effectuate this Agreement and to redeem the Refunded Bonds in the amounts and at the times provided in said Schedule "B,". The liability of the Escrow Agent to make such transfer for the payment of the principal of, plus accrued interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Escrow Proceeds, the Other Moneys and Defeasance Obligations, if any, available for such purposes in the Escrow Deposit Trust Fund.

7. **Investments**. Money deposited in the Escrow Deposit Trust Fund shall be held uninvested. The Escrow Agent may purchase, on behalf of and for the account of the Authority, Defeasance Obligations (as defined in the Bond Resolution) (the "Defeasance Obligations") upon written direction of the Authority (which direction may be in the form of a resolution of the Authority or written instructions from an Authorized Officer of the Authority, as such term is defined in the Bond Resolution) and where, prior to any such investment, reinvestment or substitution, the Escrow Agent has received from the Authority the following:

(1) a written opinion by an independent certified public accountant or firm of independent certified public accountants, of recognized standing, appointed by the Authority and acceptable to the Escrow Agent, to the effect that after such investment, reinvestment or substitution the principal amount of the Defeasance Obligations, together with the interest thereon together with any cash, will be sufficient to pay the Refunded Bonds as described in Schedule "B" hereto; and

(2) a written opinion of nationally recognized bond counsel to the effect that (i) such investment will not cause the Refunded Bonds or the Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, its statutory predecessor, as applicable, and the regulations promulgated thereunder or otherwise cause the interest on the Refunded Bonds or the Refunding Bonds to be subject to federal income tax, and (ii) such investment does not violate any resolution of the Authority relating to the Refunded Bonds or the Refunding Bonds.

In the event the above-referenced verification concludes that there are surplus moneys in the Escrow Deposit Trust Fund, such surplus moneys shall be immediately released to the Authority. The Escrow Deposit Trust Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Refunded Bonds Paying Agent in an amount sufficient to pay the Refunded Bonds as described in Schedule "B" hereto, whereupon the Escrow Agent shall sell or redeem any Defeasance Obligations remaining in the Escrow Deposit Trust Fund, and shall remit to the Authority the proceeds thereof, together with all other money, if any, then remaining in the Escrow Deposit Trust Fund.

8. **Redemption Notice**. The Authority hereby informs the Escrow Agent that it has elected to call the Refunded Bonds for early redemption on _____ 1, 201_ at the prices described on Schedule "B", plus accrued interest to the redemption date and this Escrow Agreement is being entered into subject to the Authority's right to optionally redeem the Refunded Bonds. The Authority has caused or will cause the Refunded Bonds Paying Agent to notify the Refunded Bonds Holders of such redemption and provide notice of such redemption of the Refunded Bonds as provided in the Bond Resolution.

9. **Defeasance of Refunded Bonds**. Concurrently with the deposit of the Escrow Proceeds and the Other Moneys set forth in Section 3 hereof, the Refunded Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution, and all covenants, agreements and obligations of the Authority to the holders of the Refunded Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

10. **Lien on Escrow Proceeds, Other Moneys and Escrow Securities**. The Escrow Deposit Trust Fund hereby created shall be irrevocable and the holders of the Refunded Bonds (and, to the extent of any draw made on the Credit Facility for the Refunded Bonds for the purpose of redeeming the Refunded Bonds, the Credit Facility provider) shall have an express lien on all Escrow Proceeds, Other Moneys and Defeasance Obligations, if any, deposited in the Escrow Deposit Trust Fund pursuant to the

terms hereof and the interest earnings thereon, if any, until paid out, used and applied in accordance with this Agreement. Neither the Authority nor the Escrow Agent shall cause or permit any other lien or interest to be imposed upon the Escrow Deposit Trust Fund.

11. **Amendments**. This Agreement is made for the benefit of the Authority and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent, provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(1) to cure any ambiguity or formal defect or omission in this Agreement;

(2) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(3) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section 11, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 11. Notice of and copies of any revocation, alteration or amendment to this Agreement shall be provided to the rating agencies rating the Refunding Bonds.

12. **Compensation of Escrow Agent**. In consideration of the services rendered by the Escrow Agent under this Agreement, the Authority is simultaneously paying to the Escrow Agent $750; provided, that such fee shall not include any actual and reasonable expenses associated with the performance by the Escrow Agent at the request of the Authority of any extraordinary services hereunder, which are payable by the Authority upon presentation of an invoice therefor from the Escrow Agent. The Escrow Agent shall have no lien whatsoever upon any of the Escrow Proceeds, Other Moneys or Defeasance Obligations, if any, in the Escrow Deposit Trust Fund for the payment of such proper fees and expenses. The Authority further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or default.

13. **Resignation or Removal of Escrow Agent**. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than thirty (30) days' written notice to the Authority and mailing notice thereof, specifying the date when such resignation will take effect to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the Authority as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and to the Authority and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Authority shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the Authority shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the Authority pursuant to the foregoing provisions of this Section 13 within thirty (30) days after written notice of resignation of the Escrow Agent has been given to the Authority, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than $50,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Authority an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Authority execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Authority be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or transfers all or substantially all of its corporate trust business to, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party, if satisfactory to the Authority, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

In the event the Escrow Agent resigns or is removed pursuant to the provisions hereof, the total fee paid to the Escrow Agent as provided in Section 12 hereof shall be prorated on a straight line basis

from the date hereof until the final payment is scheduled to be made for the Refunded Bonds, and the unearned portion of such fee shall be rebated and returned to the Authority.

14. **Termination**. This Agreement, except for Section 13 hereof, shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Deposit Trust Fund shall be released to the Authority.

15. **Governing Law**. This Agreement shall be governed by the applicable laws of the State of Florida.

16. **Severability**. If any one or more of the covenants or agreements provided in this Agreement on the part of the Authority or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

17. **Counterparts**. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

18. **Notices**. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida, 32807
Attention: Lisa Lumbard, Chief Financial Officer

Wells Fargo Bank, N.A.
as Escrow Agent
_____,
_____
_____
_____
_____

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Welton Cadwell, Chairman

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first above written.

WELLS FARGO BANK, N.A.

By: _____
Authorized Signatory

SCHEDULE A

Description of Refunded Bonds

See Attached

SCHEDULE B

Redemption Schedule

Central Florida Expressway Authority
Revenue Bonds, Series 2007A

See Attached

F. 5.

DRAFT 2040 MASTER PLAN

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
2040 Master Plan Update
March 10, 2016

2040 Master Plan Status

- Vision / Mission / Policies ☑
- Central Florida Regional Growth ☑
- Existing System Needs ☑
- Potential Expansion Projects ☑
- Multimodal / Intermodal Options (In Progress)
- Financial Overview ☑
  - $12.2 (+/-) billion projects needs
  - $ 4.7 (+/-) billion project capacity

Adopted Vision and Mission

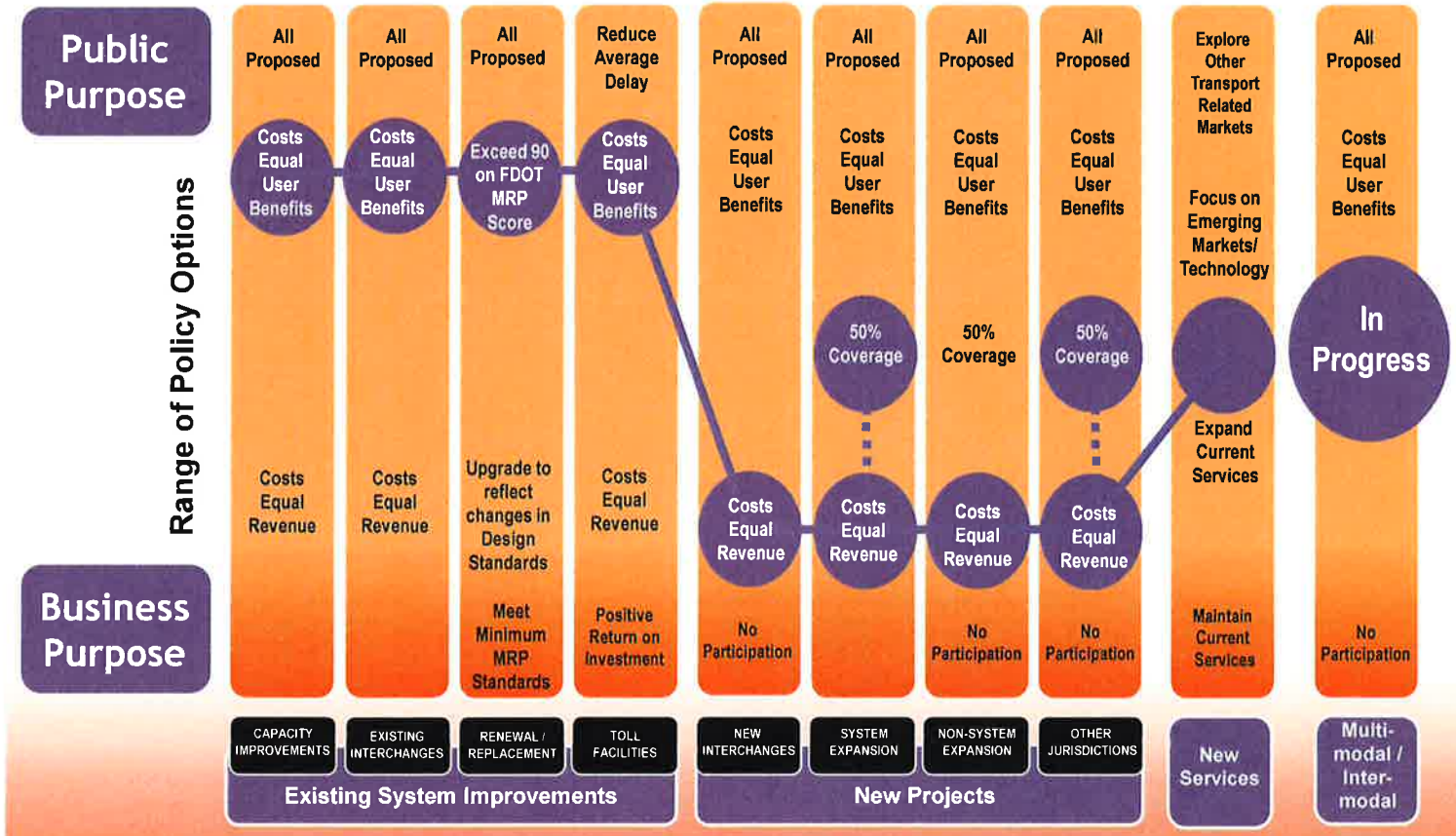
Vision

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

Mission

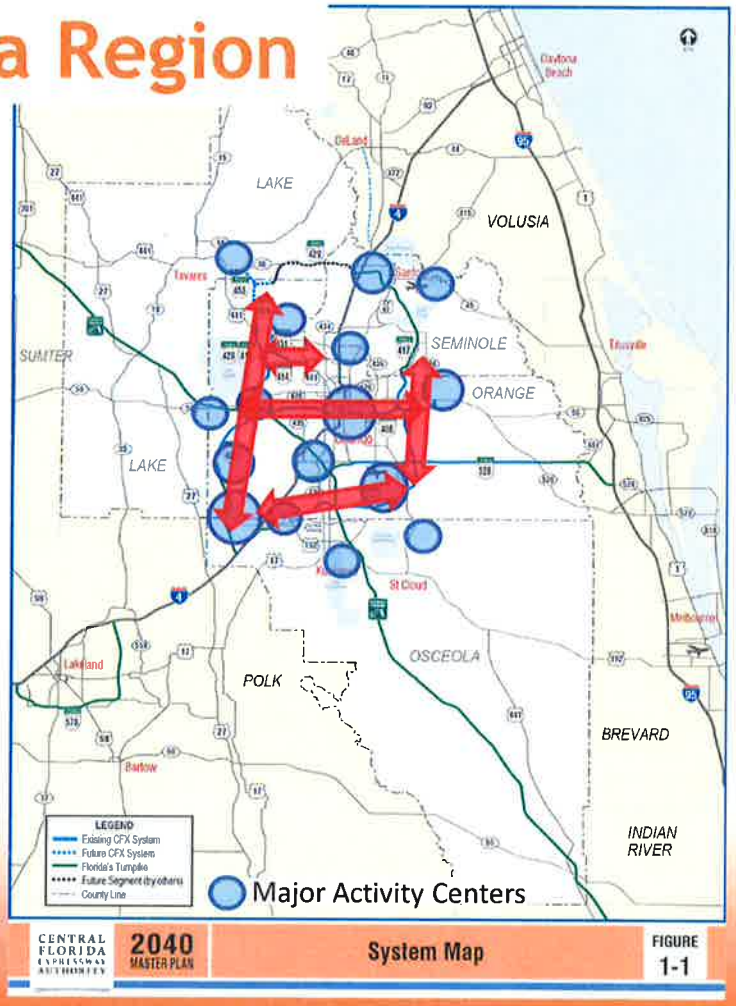
"To build, operate and maintain a mobility network through accountability, fiscally sound practices and a community focus"

Policy Profile



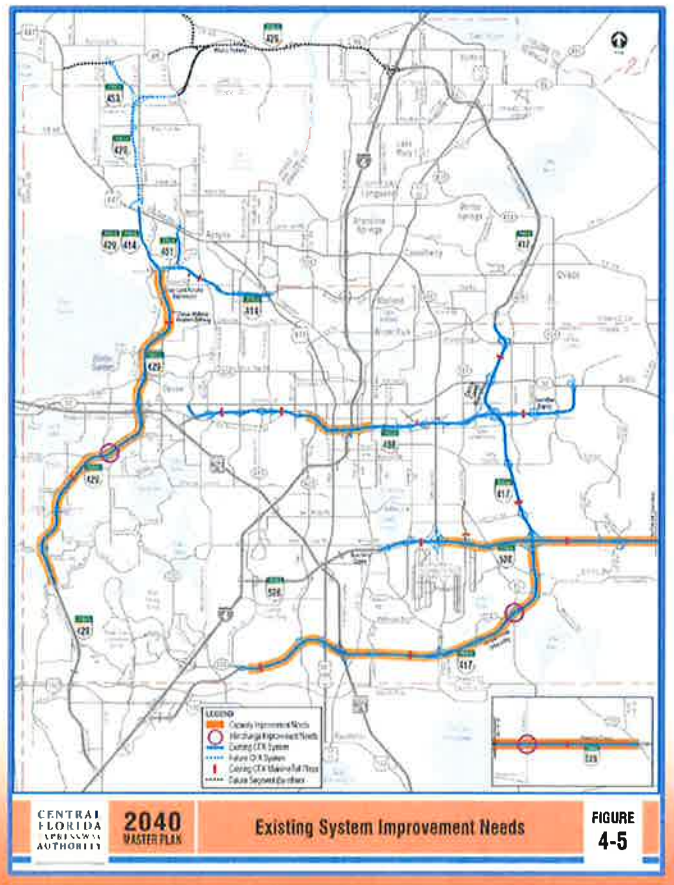
Central Florida Region

- Strong growth projected
- Existing activity centers intensify
- New centers emerge



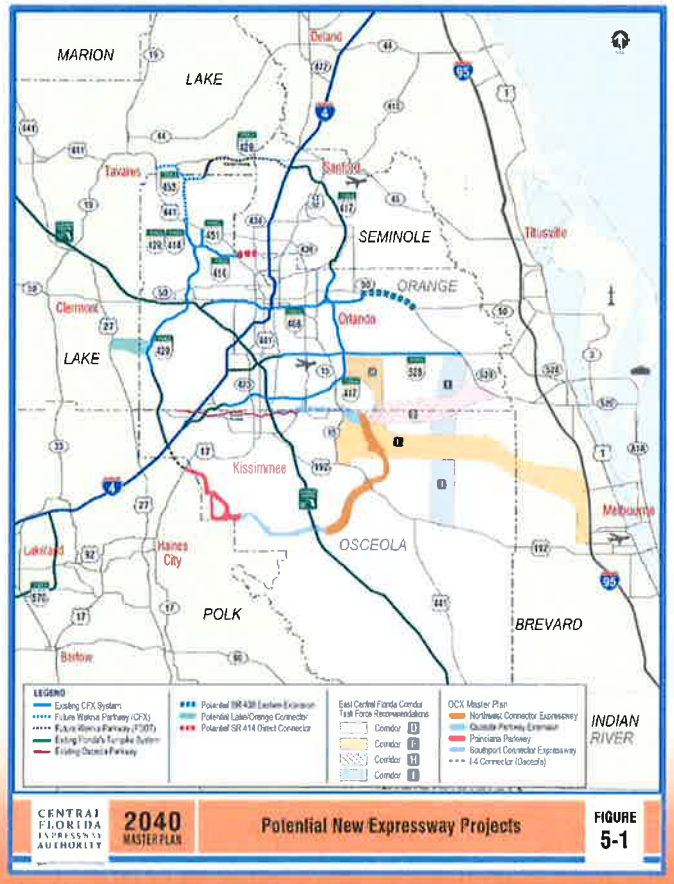
Existing System Needs (FY 2021 - 2040)

- 60 miles of widening
- 3 interchanges
- Systemwide Renewal & Replacement
- $2.0 Billion
- SR 408 mobility needs



Potential New Expressway Projects

- Potential Projects
  - 12 Projects
  - 160 – 180 miles
- $6.5 Billion to $9.0 Billion



Master Plan Financial Summary

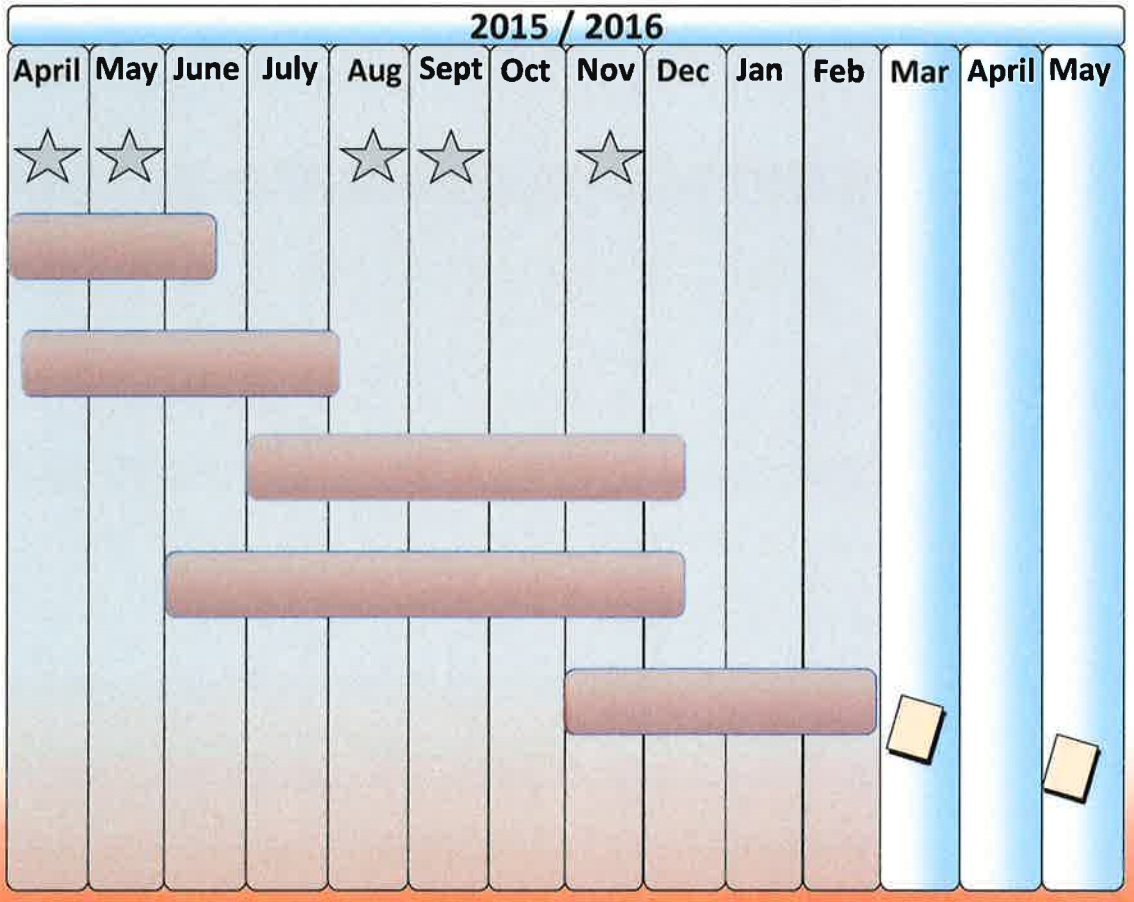
Estimated Costs *(2015 dollars)*

FY 2016 - 2020 Work Plan	$1.2B
Existing System	$2.0B
Expansion Projects	$6.5B - $9.0B
Total Cost Range*	$9.7B - $12.2B

CFX Project Capacity $4.7B

* Multimodal project costs are not included

Schedule



Activity

- Board Workshops
- Data Collection / Existing System Needs
- Community Outreach and Interviews
- Expansion Projects & Multi-Modal Options
- Traffic & Revenue Analysis
- Documentation
  - Draft Report
  - Final Report

F. 6.

APPROVAL OF EASEMENT
PARCEL 897

Lowndes Drosdick Doster & Kantor & Reed, P.A.
ATTORNEYS AT LAW

JAMES M. SPOONHOUR
james.spoonhour@lowndes-law.com
215 North Eola Drive, Orlando, Florida 32801-2028
T: 407-418-6300 | F: 407-843-4444
MAIN NUMBER: 407-843-4600

MERITAS LAW FIRMS WORLDWIDE

MEMORANDUM

TO: Joseph Passiatore
Linda Brehmer Lanosa
Glenn Pressimone

FROM: James M. Spoonhour
S. Brendan Lynch

DATE: February 18, 2016

SUBJECT: Clarification of easement rights with respect to Parcel 897, Wekiva Parkway

---

Parcel 897 is a perpetual easement for the purpose of constructing an overpass to allow access between the eastern and western remainders of property owned by Project Orlando, LLC (parcel 197). Parcel 897 was added to the project to mitigate damages which would result if the eastern remainder was completely severed by the project from the remainder of the property lying on the west side of the Wekiva Parkway project.

Counsel for Project Orlando, LLC has raised the issue that the easement rights taken in connection with parcel 897 were not included in the Board Resolution for the acquisition of this parcel. The appraisers for both sides have acknowledged in their appraisal reports that access to the eastern remainder exists by virtue of this overpass. The appraisers disagree over the amount of damage to the value of the eastern remainder based on this underpass access, but both have noted that it exists.

At the time the overpass (parcel 897) was added to the Wekiva Parkway project, a term sheet was developed setting forth the rights being taken by CFX (air rights for overpass, temporary construction easement to build overpass, and perpetual maintenance easement) and the rights reserved to the property owner (right to put improved access under the overpass). This term sheet was developed from prior CFX overpass easements and vetted by counsel, Atkins and CFX. The construction plans for the project were modified to include this overpass.

The term sheet was not, however, attached to the initial written offer to the owner or the legal description of parcel 897 included in the Resolution for this taking. The Resolution

contained the legal description of parcel 897 (along with the four other parcels owned by Project Orlando) which identified the parcel as a perpetual easement and a sketch of the taking.

After counsel for Project Orlando raised this issue, counsel for CFX formally filed the Term Sheet in both the pending court case and in the Public Records of Orange County (copy of recorded Term Sheet attached). Counsel for Project Orlando asserts that the Board must approve these specific easement terms, and has filed a Motion to Strike the Notice of Filing Terms of Easement for Parcel 897. This Motion has yet to be fully briefed or heard by the Court.

Jury trial is set for March 28, 2016. To help negate this technical objection to the Resolution by Project Orlando and questions about the nature of the perpetual easement, it would be helpful for the Board to confirm by motion that the attached Term Sheet is approved and adopted by the Board. This Term Sheet reiterates in words the nature of the easement taken, that was previously contained in the Resolution and associated construction plans. We are available to discuss this further.

REQUESTED ACTION: Motion to approve Terms and Conditions for easement Parcel 897 nunc pro tunc to the time of adoption of Resolution of Necessity, March 17, 2014.

0011671/152407/2531020

Return to:
S. Brendan Lynch, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2014-CA-005589-O (Div. 37)
PARCELS: 197/897, 230, 257 & 267

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, f/k/a Orlando-Orange County Expressway Authority, a body politic and corporate, and an agency of the state under the laws of the State of Florida,

Petitioner,

v.

PROJECT ORLANDO, LLC, a Florida limited liability company; et al.,

Respondents.
_____/

DOCH 20160069184
02/09/2016 04:08:39 PM Page 1 of 7
Rec Fee: $61.00
Martha O. Haynie, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL

NOTICE OF FILING TERMS OF EASEMENT FOR PARCEL 897

COMES NOW the Petitioner, Central Florida Expressway Authority, f/k/a Orlando-Orange County Expressway Authority, a body politic and corporate, and an agency of the state under the laws of the State of Florida (hereinafter "CFX"), by and through its undersigned attorneys, and hereby files its Terms of Easement for Parcel 897.

LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.

By: _____
James M. Spoonhour
Florida Bar No. 188581
Phone: 407-418-6300 (direct)
e-mail: james.spoonhour@lowndes-law.com
cathy.perry@lowndes-law.com
litcontrol@lowndes-law.com
S. Brendan Lynch
Florida Bar No. 48124
Phone: 407-418-6461 (direct)
e-mail: brendan.lynch@lowndes-law.com

cathy.perry@lowndes-law.com
litcontrol@lowndes-law.com
215 N. Eola Drive
P.O. Box 2809
Orlando, FL 32802-2809
Tel. 407-843-4600 (main)
Fax. 407-843-4444
Attorneys for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been filed electronically with the Orange County Clerk of Court and copies have been furnished to the parties on the attached Schedule A either electronically or by U.S. Mail on this 20th day of January, 2016.

James M. Spoonhour/S. Brendan Lynch

001167\1\152407\2492120v1

Schedule A
CFX v. Project Orlando, et al.

Central Florida Expressway Authority
c/o James M. Spoonhour, Esquire
S. Brendan Lynch, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
James.spoonhour@lowndes-law.com
Brendan.lynch@lowndes-law.com
Cathy.perry@lowndes-law.com

Project Orlando, LLC
c/o Gordon H. Harris, Esquire
Kurtis T. Bauerle, Esquire
Harris Harris Bauerle Ziegler Lopez
1201 East Robinson Street
Orlando, Florida 32801-2115
stumpy@hhbslaw.com
kurt@hhbslaw.com
evelyn@hhbslaw.com
diane@hhbslaw.com

Scott Randolph, Orange County Tax Collector
c/o Michael A. Paasch, Esquire
Mateer & Harbert, P.A.
225 East Robinson Street, Suite 600
P.O. Box 2854
Orlando, FL 32802-2854
mpaasch@mateerharbert.com
ndarville@mateerharbert.com

PSP/MRC Debt Portfolio S-1, L.P.
c/o Robert E. V. Kelley, Jr., Esquire
Hill, Ward & Henderson, P.A.
3700 Bank of America Plaza
101 East Kennedy Boulevard
Tampa, FL 33602
rob.kelley@hwhlaw.com
lia.costello@hwhlaw.com
relitrevk@hwhlaw.com

RFT Trust, LLC
c/o David M. Levine, Esquire
Carey Rodriguez O'Keefe Milian Gonya, LLP
1395 Brickell Avenue, Suite 700
Miami, FL 33131
dlevine@careyrodriguez.com

Vickie Davis
d/b/a Bay Hills Equestrian Center
c/o A. Kurt Ardaman, Esquire
Fishback, Dominick, Bennett, Ardaman,
Ahlers, Langley & Geller LLP
1947 Lee Road
Winter Park, FL 32789
ardaman@fishbacklaw.com
crconley@fishbacklaw.com
michellel@fishbacklaw.com

001167\1\152407\1605015v1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WEKIVA PARKWAY - PROJECT NO. 429-203
PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PARCEL 897

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1-1/4-INCH IRON PIPE WITH NO IDENTIFICATION LOCATED IN A WELL BOX MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'06" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2110.70 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°21'25" EAST, A DISTANCE OF 2.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'25" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°38'35" WEST, A DISTANCE OF 72.42 FEET; THENCE SOUTH 00°21'25" EAST, A DISTANCE OF 36.00 FEET; THENCE NORTH 89°38'35" EAST, A DISTANCE OF 72.42 FEET; THENCE SOUTH 00°21'25" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°38'35" WEST, A DISTANCE OF 324.00 FEET; THENCE NORTH 00°21'25" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°38'35" EAST, A DISTANCE OF 72.42 FEET; THENCE NORTH 00°21'25" WEST, A DISTANCE OF 46.00 FEET; THENCE SOUTH 89°38'35" WEST, A DISTANCE OF 72.42 FEET; THENCE NORTH 00°21'25" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°38'35" EAST, A DISTANCE OF 324.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 15446 SQUARE FEET, MORE OR LESS

DATE			SKETCH OF DESCRIPTION. THIS IS NOT A BOUNDARY SURVEY.	PARCEL 197/897
DRAWN BY			S.R. 429 (WEKIVA PARKWAY) ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
CHECKED BY				SHEET 5 OF 11
SSA PROJECT NO.				

EXHIBIT "B"

TERMS OF EASEMENT FOR PARCEL 897

Owner holds title to certain real property in Orange County, Florida, being more particularly described in Exhibit "A" to the Perpetual Easement (the "Easement Property") to which this Easement Term Sheet is attached, which Perpetual Easement and legal description are incorporated by reference herein. The Authority has condemned certain rights of way, easements and aerial rights in connection with the construction of a portion of State Road 429, the Wekiva Parkway Extension Project (the "Project"), including the construction of an overpass, bridge and appurtenant improvements (the "Highway Facilities") over and upon the foregoing Easement Property, subject to the terms and conditions hereinafter set forth. These easement rights are: (i) a perpetual easement for air rights and for the purpose of construction, operation, improvement, expansion, maintenance, repair and replacement from time to time of the Highway Facilities and the Project (the "Perpetual Easement"), and (ii) a temporary construction easement (the "Temporary Construction Easement") over the Easement Property to facilitate the construction of the Project.

1. **Recitals Incorporated:** The foregoing recitals are true and correct and are incorporated by reference herein and constitute a part of the Perpetual Easement.

2. **Perpetual Easement:** The Authority has a perpetual easement on, over and through the Easement Property, described in the preceding **Exhibit "A"** for the purpose of construction, operation, improvement, expansion, maintenance, repair and replacement from time to time of the Highway Facilities and the Project, including a perpetual air rights easement that is sixteen (16) feet above current ground level as of the date of taking.

The Authority plans to construct a portion of its Project such that the Highway Facilities are elevated over the Easement Property allowing continued access to the Owner's property on the east side of the Project (the "Eastern Remainder") from the Owner's property on the west side of the Project (the "Western Remainder"), and vice versa, after construction of the Highway Facilities. Thereafter, the Easement Property may be used for streets, sidewalks, storm drainage, lighting, parking and other uses that do not interfere with the Authority's easement rights.

3. **Temporary Construction Easement:** The Authority also has a temporary non-exclusive easement on, over and through the Easement Property for the purpose of access and construction of the Highway Facilities, including the right to perform all work, including without limitation, the right to enter upon the Easement Property for the purposes of sloping, grading, clearing, grubbing, storage of materials and equipment, excavation, and restoration during the Authority's construction of the Highway Facilities, as the Authority deems necessary or prudent. The Temporary Construction Easement shall expire upon the completion of the construction of the Project, but in any event no later than eighteen (18) months from issuance of the Notice to Proceed for this portion of the Project.

4. **Owner's Rights:** Notwithstanding anything contained herein, all other rights not condemned by the Authority herein are reserved to Owner including, but not limited to, the right to construct streets, sidewalks, storm water drainage, lights, and to otherwise use the easement

area to store non-explosive materials, park vehicles and trailers, and/or to place lighting, fencing, or other related improvements, none of which shall intrude upon the Highway Facilities area or be attached to the underside of the overpass contemplated as part of the Highway Facilities.

After completion of the overpass, the Authority's use and enjoyment of the rights granted herein shall not materially interfere with Owner's access to and between the Eastern Remainder and the Western Remainder, including without limitation, access by normal height and size tractor/trailer vehicles to and from the Eastern Remainder. After completion of the overpass contemplated herein, the Authority shall have the right to periodically use the area below the air rights easement for purposes of maintaining and repairing the overpass and supporting structures. Upon completion of any improvement, maintenance, repair and replacement activities of the Highway Facilities and the Project that may occur from time to time, the Authority shall repair, restore or replace in-kind to equivalent or better condition any of Owner's improvements within the Perpetual Easement disturbed or damaged by such activities and repair, restore or replace any landscaping within the Perpetual Easement disturbed by any improvement, maintenance, repair and replacement activities.

Owner has no rights of ingress, egress, or access to the overpass or the Highway Facilities from Owner's remainder property, nor does Owner have any rights of light, air or view from the overpass.

Further, if Owner determines that it wishes to subsequently dedicate or sell the Easement Property for public right-of-way purposes, the Authority will cooperate with Owner in getting the road dedicated to the public entity.

5. **No Liability:** Nothing in this Perpetual Easement shall operate to impose any obligation on the Owner with respect to the operation and maintenance of the Project, nor does this Easement operate to create or impose any liability with respect to the Owner arising from the activities of the Authority.

F. 7.

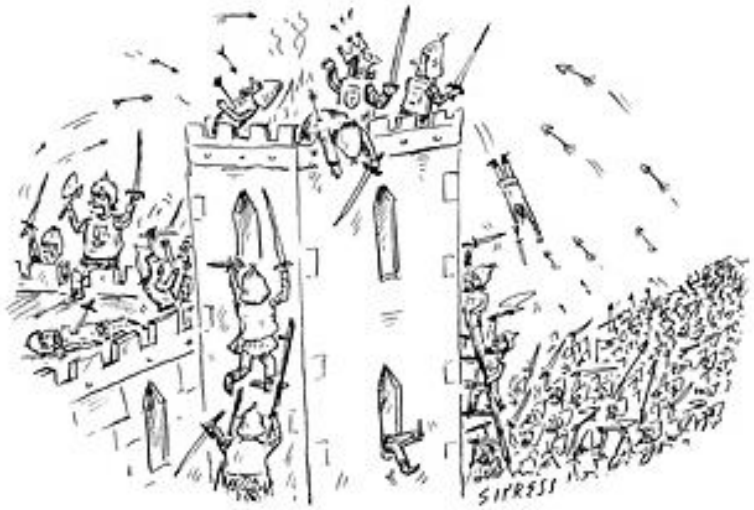
STRATEGIC PLAN

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAFT Strategic Plan

March 10, 2016

Why a Strategic Plan?



"What do you mean, 'we never got around to developing a strategic plan'?"

Guidelines to Strategic Planning

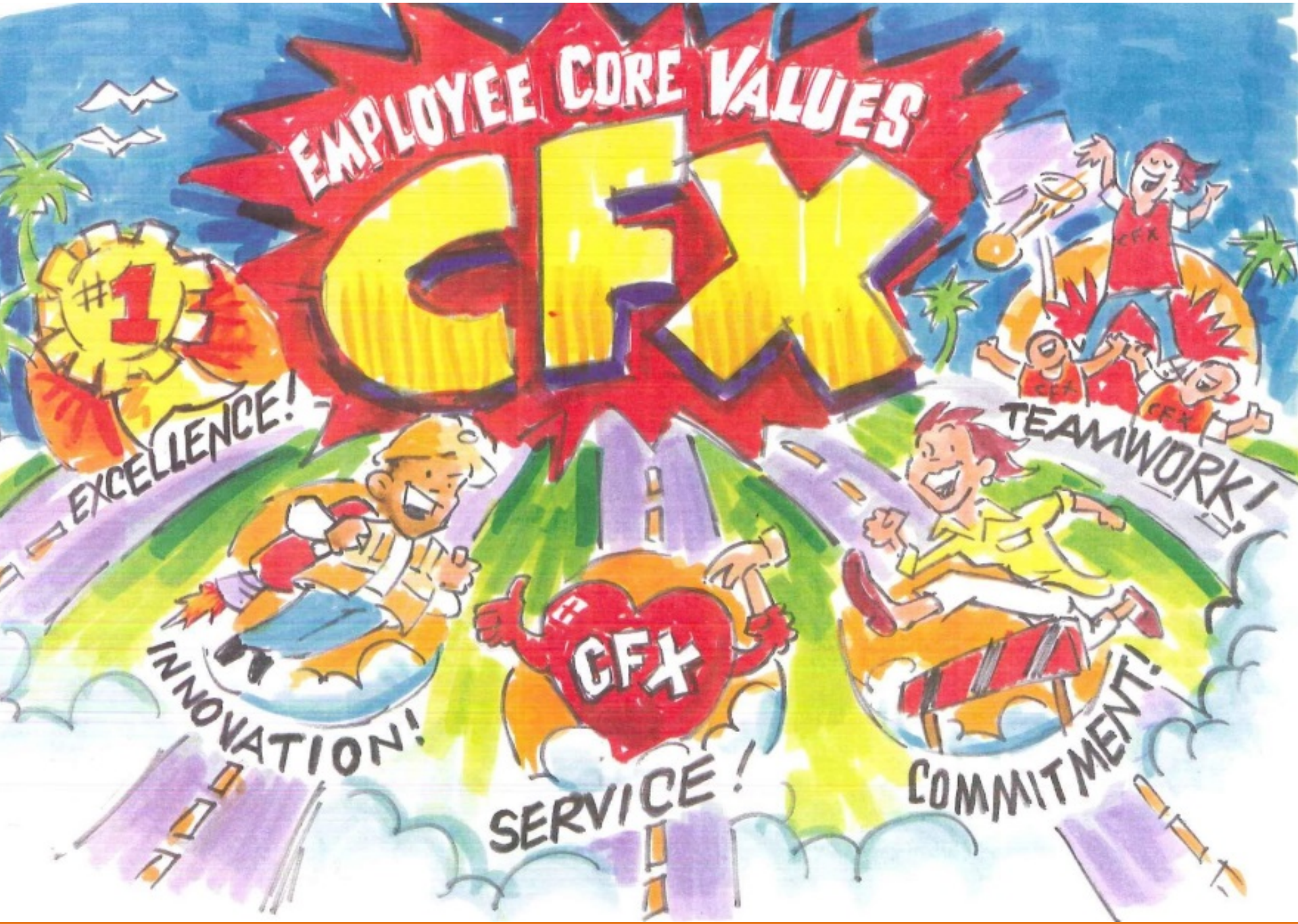
A systematic approach through which CFX agrees on priorities that are essential to its mission, vision and core values.

Living document, reviewed and updated yearly.

Data driven.

Guides resource allocation.

The Strategic Planning Process


EMPLOYEE CORE VALUES
CFX
#1
EXCELLENCE!
INNOVATION!
SERVICE!
COMMITMENT!
TEAMWORK!

Strategic Plan incorporates vision, mission & core values

Priority	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
Goal:	**Strengthen the CFX brand**	**Integrated solutions to support commerce and quality of life**	**Recognized for excellence and a model for compliance**	**Pursue the highest standards of social and community responsibility**	**Applied to every aspect of CFX business: *excellence, innovation, service & teamwork***
Strategies: ***Approaches to Achieve Goal***	▪ Provide a high quality customer service experience ▪ Increase awareness of CFX benefits to existing and new customers ▪ Expand distribution & customer payment options	▪ Explore new markets –plan to incorporate various modes of transportation (multimodal) ▪ Leverage technologies for an efficient, reliable, safe system ▪ Create new customer value	▪ Manage financial resources with the highest standards of excellence, transparency and accountability ▪ Maximize the investment of all revenues	▪ Identify new opportunities to apply expertise on specific community issues ▪ Increase education about safe driving ▪ Support regional transportation and local government partners	▪ Talent awareness of successes, best practices, and performance ▪ Employee communications ▪ Optimize human resource processes ▪ Retain and hire top talent
Tactics: ***Tools Used***	▪ Leverage trainings, technologies, work stations, and best practices ▪ Develop a visibility & customer outreach plan ▪ Customer loyalty programs ▪ Mobile technologies	▪ 2040 Master Plan & Five-Year Work Plan ▪ Expand Information Technology Systems (ITS); Connected vehicle technologies ▪ Plan for non-toll revenue opportunities	▪ Debt/Service ratios ▪ Feasibility tests ▪ Audit committee reviews; Compliance with external auditor reports ▪ Department and contract audits	▪ Proactive outreach ▪ Board placement and service opportunities ▪ Celebrate volunteerism ▪ Designated Texter (DT) Campaign ▪ Media strategy to highlight impact	▪ Employee recognition program ▪ Expand training programs ▪ Allocate resources for internal communication
Performance Measures	▪ Exceed service metrics ▪ Exceed 90% in customer satisfaction ▪ Increase new accounts by 25% ▪ Pilot two new customer programs ▪ Launch mobile partnership	▪ Adopt 2040 Master Plan & Five-Year Work Plan ▪ Adopt multimodal policy ▪ Install Wrong Way Driving at 19 locations ▪ Increase participation in regional dialogue ▪ Two non-revenue opportunities defined	▪ Debt/Service ratios with industry standards ▪ Meet Florida Transportation Commission reporting objectives ▪ Compliance with covenants ▪ Bond rating agency confidence	▪ Increase event participation ▪ Quarterly speaking invitations and stakeholder meetings ▪ Pilot volunteer STEM program with local school ▪ Deliver DT campaign ▪ External surveys	▪ Annual service recognition ▪ Monthly team meetings ▪ Quarterly employee newsletters ▪ Launch wellness program ▪ Team trainings on project management

VISION: To build, operate and maintain a mobility network through accountability, fiscally sound practices and with a community focus.

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

Next Steps

April Board Meeting:

- Strategic Plan Adoption
- Visibility and Customer Outreach Plan

Throughout 2016:

- Quarterly Team Updates

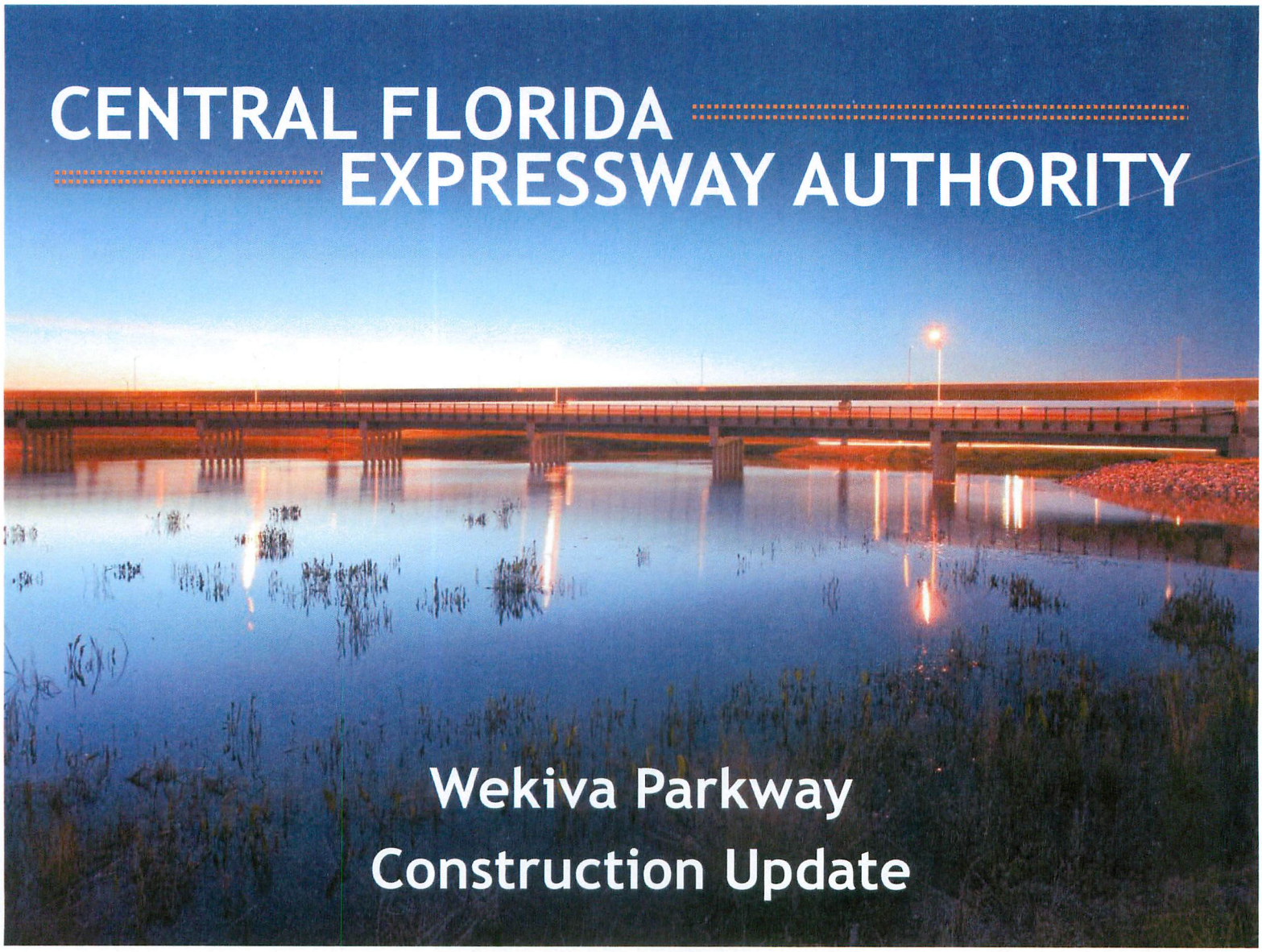
F. 8.

LEGISLATIVE UPDATE

(There are no backup materials for this item.)

F. 9.

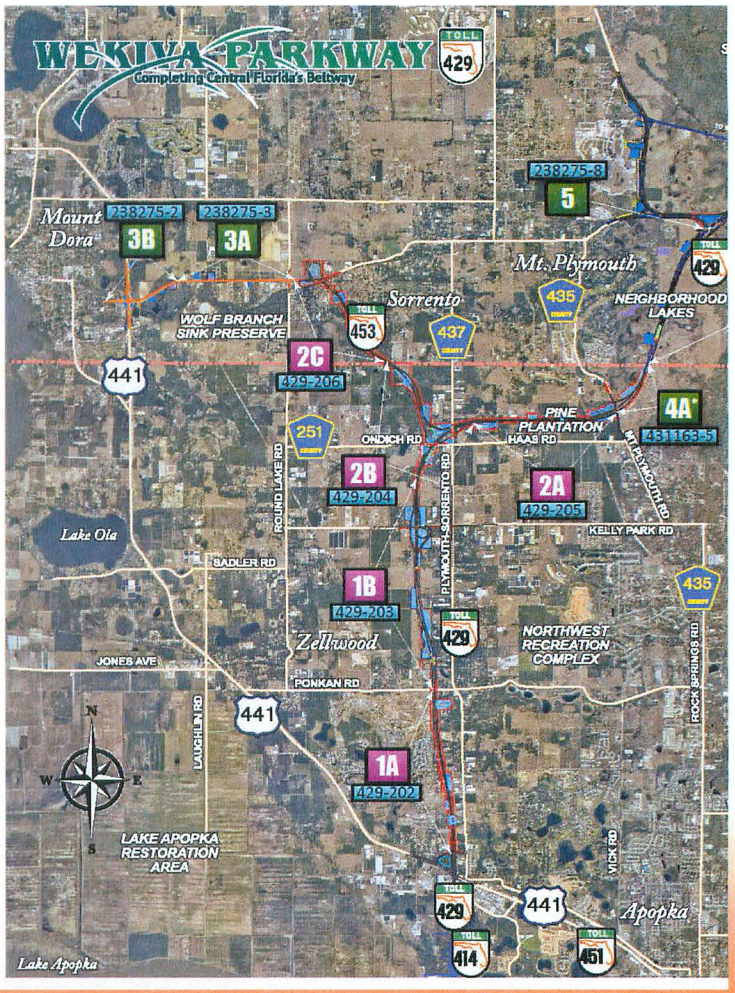
WEKIVA PARKWAY CONSTRUCTION UPDATE AND AWARD OF CONTRACT FOR PROJECT 429-206


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Wekiva Parkway
Construction Update

WEKIVA PARKWAY

3 Projects Under Construction

- 250 workers on the project on any given day
- 18% Complete
- $182,394,748.99 Under Contract



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

WEKIVA PARKWAY

Section 429-202 (1A)

From North of US 441 to North of Ponkan Rd.

Started: June 8, 2015
Contractor: Prince Construction
Contract : $56,152,429.00
Time: 660 Calendar Days
% Complete: 29%
Anticipated Finish: April 2017

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Section 429-203 (1B)

From North of Ponkan Rd. to North of a New Kelly Park Road Interchange

Started: August 3, 2015
Contractor: Superior Construction
Contract: $46,617,017.39
Time: 600 Calendar Days
% Complete: 32%
Anticipated Finish: April 2017

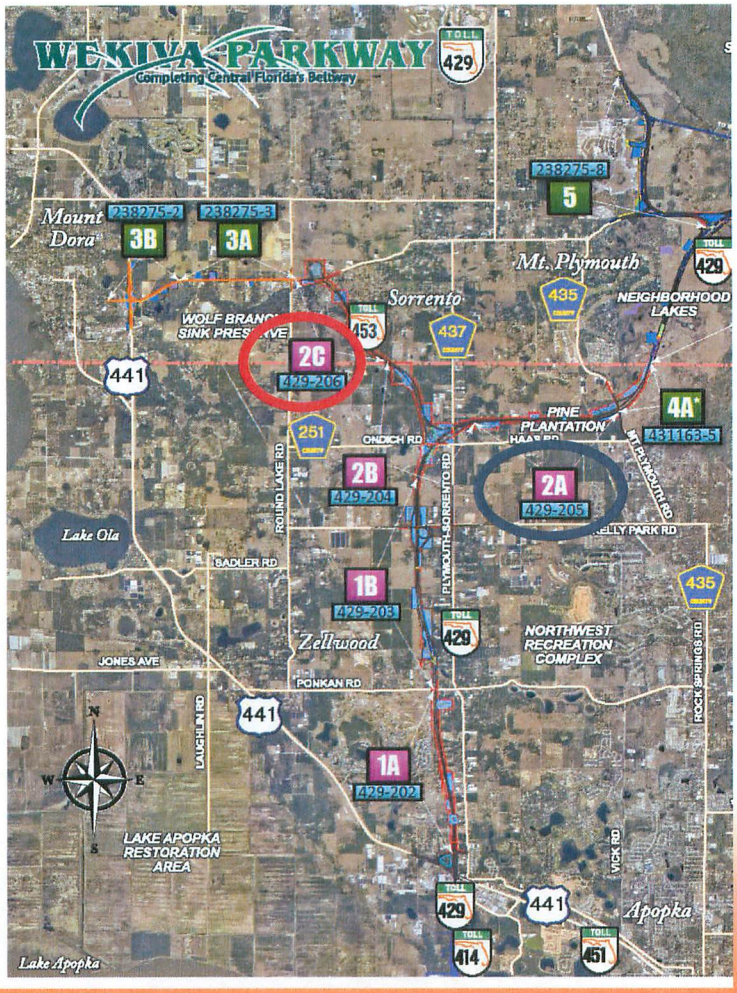
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Section 429-204 (2B)

Systems Interchange extending Wekiva Parkway (SR 429) northeast toward Sanford and SR 453 toward Mount Dora

Started: January 4, 2016
Contractor: Southland Construction
Contract: $79,625,302.60
Time: 730 calendar days
% Complete: 2%
Anticipated Finish: January 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Section 429-206 (2C)

North-West leg of the Wekiva Parkway (SR 453) extending from the Lake County Line to SR 46 toward Mount Dora

- Approximately 1.7 Miles
- Includes 6 Travel Lanes and 6 Bridge Crossings

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Wekiva Parkway
Section 429-206 (2C)

Bid Information:

- Bids received February 23, 2016
- 12 bids received
- Engineers' Estimate: $57,486,618.81
- High Bid: $58,814,677.09
- Low Bid: $49,482,671.93 (GLF Construction)
- Anticipated NTP date: May 1, 2016
- Construction duration: 600 calendar days
- Anticipated open to traffic date: January 2018

Contract Approval

Recommended Motion:

Approval of the award of Section 206/Wekiva Parkway construction contract to GLF Construction, Inc. in the amount of $49,482,671.93.