

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD MEETING April 14, 2016

Location: Central Florida Expressway Authority
Boardroom

Board Members Present:

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

Board Member Not Present:

Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

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

A. CALL TO ORDER

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

B. PUBLIC COMMENT

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

C. APPROVAL OF MINUTES

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

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

D. APPROVAL OF CONSENT AGENDA

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

ACCOUNTING/FINANCE

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

CONSTRUCTION

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

ENGINEERING

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

LEGAL

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

MAINTENANCE

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

PUBLIC INFORMATION

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

TOLL OPERATIONS

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

TRAFFIC OPERATIONS

20. Approval of contract award to Traffic Control Devices, Inc. for Installation of

Single Line Dynamic Message Sign (DMS) Upgrades; Contract No. 001159; Project No. 599-525
(Contract Amount \$4,555,555.55)

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

E. REPORTS

1. CHAIRMAN'S REPORT

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

2. TREASURER'S REPORT

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

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

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

3. EXECUTIVE DIRECTOR'S REPORT

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

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

F. REGULAR AGENDA ITEMS

1. CENTRALIZED CUSTOMER SERVICE SYSTEM (CCSS)

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

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

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

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

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

2. OVERVIEW AND HISTORY OF EXPRESSWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

The following nominations were made by the gubernatorial Board appointees:

Finance Committee

Jason Bates – nominee submitted by Jay Madara

Operations Committee

Mark Meyer - nominee submitted by Jay Madara

Rob Panepinto - nominee submitted by Andria Herr

Right of Way Committee

Brendon Dedekind - nominee submitted by Michael Scheeringa

Christopher Murvin – nominee submitted by Jay Madara

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

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

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

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

Proposed discount programs:

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

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

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

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

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

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

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

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

The Board members provided verbal comments regarding the draft budget.

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

7. INTERLOCAL AGREEMENT WITH OSCEOLA COUNTY

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

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

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

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

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

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

G. BOARD MEMBER COMMENT

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

H. ADJOURNMENT

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

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2016.

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
April 14, 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 BOARD MEETING MINUTES (Action Item)

1. March 10, 2016 Board Meeting
2. March 10, 2016 Board Workshop

D. APPROVAL OF CONSENT AGENDA (Action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **CENTRALIZED CUSTOMER SERVICE SYSTEM (CCSS)** – *Laura Kelley, Executive Director*
(action item)
2. **OVERVIEW AND HISTORY OF EXPRESSWAY PROJECTS** – *Joseph Berenis, Chief of Infrastructure* (info. item)

3. **ACCEPTANCE OF 2016 POTENTIAL CONFLICT DISCLOSURE FORM AND DISCUSSION REGARDING LOBBYIST REGISTRATION** – *Joseph Passiatore, General Counsel* (action item)
4. **APPROVAL OF AMENDMENTS TO CFX COMMITTEE CHARTERS PROVIDING THAT EACH GOVERNOR APPOINTED MEMBER MAY NOMINATE A CITIZEN REPRESENTATIVE TO THE AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES** – *Joseph Passiatore, General Counsel* (action item)
 - A. Nominations and Board confirmation of appointments to the Audit Committee
 - B. Nominations and Board confirmation of appointments to the Finance Committee
 - C. Nominations and Board confirmation of appointments to the Operations Committee
 - D. Nominations and Board confirmation of appointments to the Right of Way Committee
5. **ADOPTION OF STRATEGIC PLAN/VISIBILITY AND CUSTOMER OUTREACH PLAN** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer* (action item)
6. **PRESENTATION OF DRAFT FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND DRAFT FY 2017 - FY 2021 WORK PLAN** – *Lisa Lumbard, CFO and Glenn Pressimone, Director of Engineering* (info. item)
7. **INTERLOCAL AGREEMENT WITH OSCEOLA COUNTY** – *Laura Kelley, Executive Director* (action item)
8. **APPROVAL OF CONTRACT AWARD TO THE LANE CONSTRUCTION CORPORATION FOR S.R. 528/INNOVATION WAY INTERCHANGE; PROJECT NO. 528-313** – *Ben Dreiling, Director of Construction* (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.

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

April 14, 2016

ACCOUNTING/FINANCE

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

CONSTRUCTION

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PUBLIC INFORMATION

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CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

DATE: March 29, 2016

SUBJECT: Authorization to Advertise for
Request for Proposals for Bond Counsel
Contract No. 001195

Board authorization is requested to advertise for Requests for Proposals from qualified law firms to serve as the CFX's Bond Counsel.

Services may include, but are not limited to: consulting with CFX officers and staff concerning all legal questions relating to the incurrence of debt; preparing all indentures, resolutions and other instruments authorizing and securing bonds or other indebtedness of the CFX and required in connection with their issuance; preparing and reviewing all documentation required for bond sales and closings, including but not limited to resolutions, certificates, opinions and notices of sale; preparing all documents required in connection with the validation of bonds by CFX; legal services related to all matters affecting the administration and collection of revenues involved with, or available for, financial undertakings by CFX.

Our current Agreement for Bond Counsel Services; Contract No. 000816, with Broad and Cassel expires October 31, 2016.

Reviewed by:


Lisa Lumbar, Chief Financial Officer

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

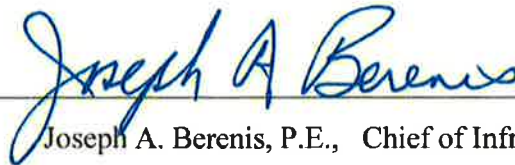
MEMORANDUM

TO: CFX Board Members
FROM: Ben Dreiling, P.E.
Director of Construction
Date: April 6, 2016
Subject: Back-Up Data Center
Commercial Electrical Utility Service
Project No. 599-132

CFX is undertaking the design and construction of a Back-Up Data Center at a location adjacent to the Hiawasse Mainline Toll Plaza. Not included in the Design/Builder's scope is bringing commercial electrical utility service to the project site. Staff, along with Duke Energy, has developed a plan to meet the electrical service requirements of the Back-Up Data Center. Duke Energy has provided CFX an Electrical Service Proposal, Agreement form and Invoice to construct the infrastructure necessary.

Board approval is requested to enter into an agreement with Duke Energy for constructing the electrical infrastructure necessary to serve the Back-Up Data Center for a not-to-exceed amount of \$80,049.10

Reviewed By:


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



WR # 1166970

March 10, 2016

Joseph Berenis
Central Florida Expressway Authority
4974 Orl Tower Road
Orlando, FL
32807

Subject: 7900 East West Expressway, Data Center

Dear Mr. Berenis:

Please review the enclosed documents indicated below. Proper execution of these documents is necessary in order for us to proceed with your request.

ELECTRIC SERVICE PROPOSAL AND AGREEMENT FORM: This document provides you with our proposed job description, our responsibilities to you, and what you need to provide to us in order to schedule work on the project. Please initial each page of this electric service proposal letter, sign the agreement for the electric service form and return the original forms to this office.

INVOICE (WORK AUTHORIZATION): Generated from the Duke Energy Florida, LLC billing department in a separate package.

PLEASE NOTE: IN ORDER FOR DUKE ENERGY FLORIDA, LLC TO PROCEED WITH THE SCHEDULING OF THIS PROJECT, ***IT IS REQUIRED*** THAT YOU PROVIDE US WITH ALL OF THE INFORMATION LISTED ABOVE.

Please return all appropriate forms as quickly as possible to Duke Energy at the address listed on the invoice: Remittance Processing (BAY 70) PO Box 14042, St. Petersburg, FL 33733

We appreciate your business and look forward to providing you with excellent customer service. Please feel free to call me at 407.905.3323, with any questions you may have regarding the enclosed documents or your service.

Sincerely,

Diana Ibarra
Sr. Engineering Technologist

Enclosures



March 10, 2016

ELECTRIC SERVICE PROPOSAL FOR UNDERGROUND COMMERCIAL DEVELOPMENT

Re: Duke Energy Florida, LLC Work Request Number: **1166970**
Project Name: **East West Expressway Data Center**
Location: **7900 East West Expressway, Winter Garden, FL 34787**
Customer: Central Florida Expressway Authority

Our proposed design is based upon load information and building plans submitted to Duke Energy Florida, LLC. Any changes in building design, project layout, service requirements, or project scheduling must be communicated to your Duke Energy Florida, LLC representative immediately. Any such changes initiated after the completion of our design may result in additional charges and/or delays in our construction scheduling.

Service within the project will be provided by underground facilities as shown on the enclosed drawing.. Service voltage will be 277/480 volts, three phase, four wire.

Under the terms of Duke Energy Florida, LLC's Commercial/Industrial Underground Distribution Policy as approved by the Florida Public Service Commission, there will be a charge of \$ **80,049.10**, to be paid by the customer in advance to aid in the construction of this distribution system.

During or after the completion of our construction, the Customer shall be held financially responsible for any damages to Duke Energy Florida, LLC's equipment or facilities caused by the Customer, the Customer's employees, agents, subcontractors, or other utility companies.

The Customer shall be held financially responsible for any damages caused by Duke Energy Florida, LLC or its subcontractors to any underground facilities or utilities resulting from the Customer's failure to accurately locate and mark all utilities/facilities according to Florida Sunshine locate law requirements prior to the installation of Duke Energy Florida, LLC's facilities. It will be the Customer's responsibility to maintain and refresh any such locates in the field throughout our construction process.

The Customer shall be held financially responsible for all costs incurred by Duke Energy Florida, LLC due to the Customer's failure to comply with any of the other responsibilities described herein.

The Customer will be responsible for the following requirements:

- All cable/trench routes and transformer locations cleared, with final grade established, prior to the installation of Duke Energy Florida, LLC's facilities.

Duke Energy Florida, LLC Florida * 452 E Crown Point Rd, Winter Garden, FL 34787

Customer Initials: _____

- All pertinent lot corners, street locations and proposed underground utilities (i.e. switchgear, transformers, pedestals, pull boxes, street light poles) shall be **staked and maintained**.
- Accurately locate and mark private facilities according to Florida Sunshine locate law requirements prior to the installation of our facilities.
- No paving, landscaping, or sodding shall be done on the trench routes until all necessary Duke Energy Florida, LLC cables or conduits have been installed.

Duke Energy Florida, LLC will not be responsible for any repaving, re-landscaping, or re-sodding, for any reshaping or re-grading of ditches or swales, or for any compaction or testing of its trench route made necessary by the installation of the facilities shown in this proposal, unless such work is a result of the negligence of Duke Energy Florida, LLC. Duke Energy Florida, LLC's normal mode of operation is to use backhoe's shovel and weight to backfill the trench.

It will also be the Customer's responsibility to obtain and install:

1. Approved Duke Energy Florida, LLC meter centers for the type of service indicated.
2. All secondary cable from the building to Duke Energy Florida, LLC's designated point of service.

For further information regarding meter requirements, please contact your local Duke Energy Florida, LLC Engineering Representative or visit our website:

<https://www.progress-energy.com/florida/business/builders-contractors/installations.page>

It will be the responsibility of Duke Energy Florida, LLC to provide, install and maintain all primary conductors, transformers, and other facilities necessary to provide service to the designated points of delivery as indicated on the drawing. We will also provide all necessary easement documents, invoice work authorization, and contracts for execution by the Customer.

In order for Duke Energy Florida, LLC to proceed with the planning and detailed design of our system, it is necessary that the Customer provide Duke Energy Florida, LLC with the following:

1. Payment of all charges.
2. Executed Service Proposal document and signed invoice.
3. Executed easement documents.

All terms and charges of this proposal are valid for 30 days from the date of this letter, after which time they are subject to change in accordance with our rates and tariffs as filed with the Florida Public Service Commission. Installation of our system will proceed relative to the scheduled and actual completion of the project. In the event that the installation of our system cannot be completed within 6 months of the date of this letter as a direct result of the progress of the entire project, that portion of our system which has not been installed may be subject to change in accordance with our filed rates and tariffs.

Please initial each page of this electric service proposal letter, sign the Agreement for Electric Service form and return the original forms to this office.

Customer Initials: _____

Duke Energy Florida, LLC Florida * 452 E Crown Point Rd, Winter Garden, FL 34787

**AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
DUKE ENERGY FLORIDA, LLC FLORIDA, INC. (the "UTILITY")
AND
_____ (the "APPLICANT")**

WHEREAS, the Utility owns and operates an electric distribution system in Orange County, Florida, in which the Applicant owns a real property development to be known as East West Expressway Data Center (the "Development"), on which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install an electric distribution system for the development as described in the Utility's electric service proposal dated March 10, 2016, including the various attachments specified therein, (the "Proposal"), which is incorporated herein and made a part hereof by this reference;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. Upon compliance by the Applicant with all of the provisions of the Proposal, in a manner acceptable to the Utility, the Utility shall install, operate and maintain an electric distribution system consisting of facilities and related equipment for providing electric service in accordance with the Proposal. Facilities will be provided for single phase service only, except as otherwise indicated in the Proposal.
2. The Applicant agrees to the charge set forth in the Proposal to aid in the construction of the distribution system, which amount is to be paid before construction by the Utility commences.
3. In the event the Applicant makes or causes to be made, any changes in the distribution system in the Proposal, the Applicant agrees to pay the Utility all additional costs incurred by it as a result of such changes. The Applicant further agrees to pay the Utility for any damages to its equipment or facilities caused by the Applicant, its employees, agents, or sub-contractors.
4. The Applicant agrees to convey to the Utility, without cost, all easement rights, including ingress and egress, necessary and convenient to the Utility for the purpose of constructing, operating, maintaining, and removing the distribution system.
5. The Applicant shall provide service entrance facilities in accordance with the Proposal and the Rules and Regulations of the Utility, including the current published "Requirements for Electric Service and Meter Installations".
6. Nothing in this Agreement shall be construed to have the effect of vesting in the Applicant any right, title or interest in or to any distribution facilities, all of which shall be and remain the exclusive property of the Utility.
7. This Agreement is subject to the regulatory jurisdiction of the Florida Public Service Commission and the terms and charges hereof are contingent upon any applicable changes approved or directed by the Commission to the Rules and Regulations or the Rate Schedules contained in the Utility's tariff. No other changes to this agreement shall be effective unless agreed to in writing.
8. This agreement incorporates all prior agreements between the Applicant and the Utility concerning the Subject development and all other representations or understandings not set forth herein are superseded and ineffective.

_____ (Applicant)

DUKE ENERGY FLORIDA, LLC

By: _____

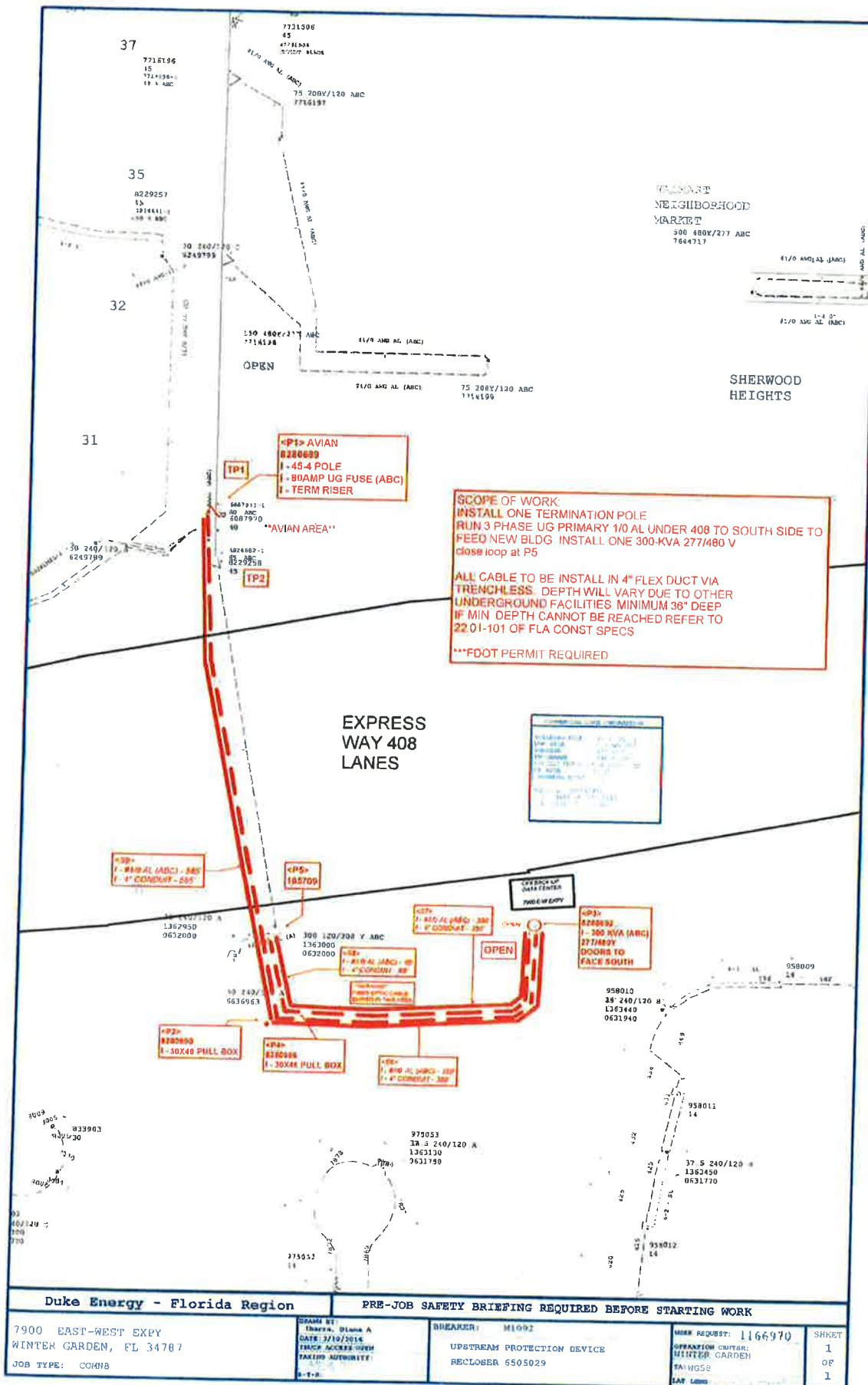
By: Diana Ibarra

Title: _____

Title: Sr. Engineering Technologist

Date: _____

Date: March 10, 2016



Duke Energy
St. Petersburg, FL
3/14/2016

INVOICE Reprint

Please mail remittance and signed copy of Invoice
to:

Duke Energy
Remittance Processing (BAY 70)
PO Box 14042
St. Petersburg, FL 33733

Service Address:

7900 EAST-WEST EXPY
WINTER GARDEN FL 34787

Customer Number:

3319151448

WMIS WR Number:

1166970

Work Description:

INSTALL UNDERGROUND PRIMARY IN CONDUIT AND 300-KVA,277/480V

Total CIAC Due: \$ 80,049.10

This invoice reflects Contribution in Aid of (CIAC) Construction for the above reference work.

Agreement: The customer acknowledges receipt of invoice cover letter and further understands Customer is responsible for removing all obstructions from the route along which the Company's facilities are to be installed. Company shall not be responsible for any damage to shrubs, trees, grass, sod or any other foliage or property caused by the Company's equipment during installation of the Company's facilities. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's property damaged during the installation of the Company facilities, unless, prior to the Company's construction, the Customer clearly identified and marked the location of such facilities.

The undersigned hereby authorizes Duke Energy to perform this work with necessary labor, facilities and equipment and acknowledges the invoice amount becomes invalid if the signed agreement is not received by Duke Energy on or before 30 days.

Customer Signature

Date: _____

Name (please print or type)


CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement


DATE: March 29, 2016

SUBJECT: Authorization to Advertise for Construction Bids
S.R. 417 / Narcoossee Road Interchange Improvements
Project 417-135, Contract No. 001196

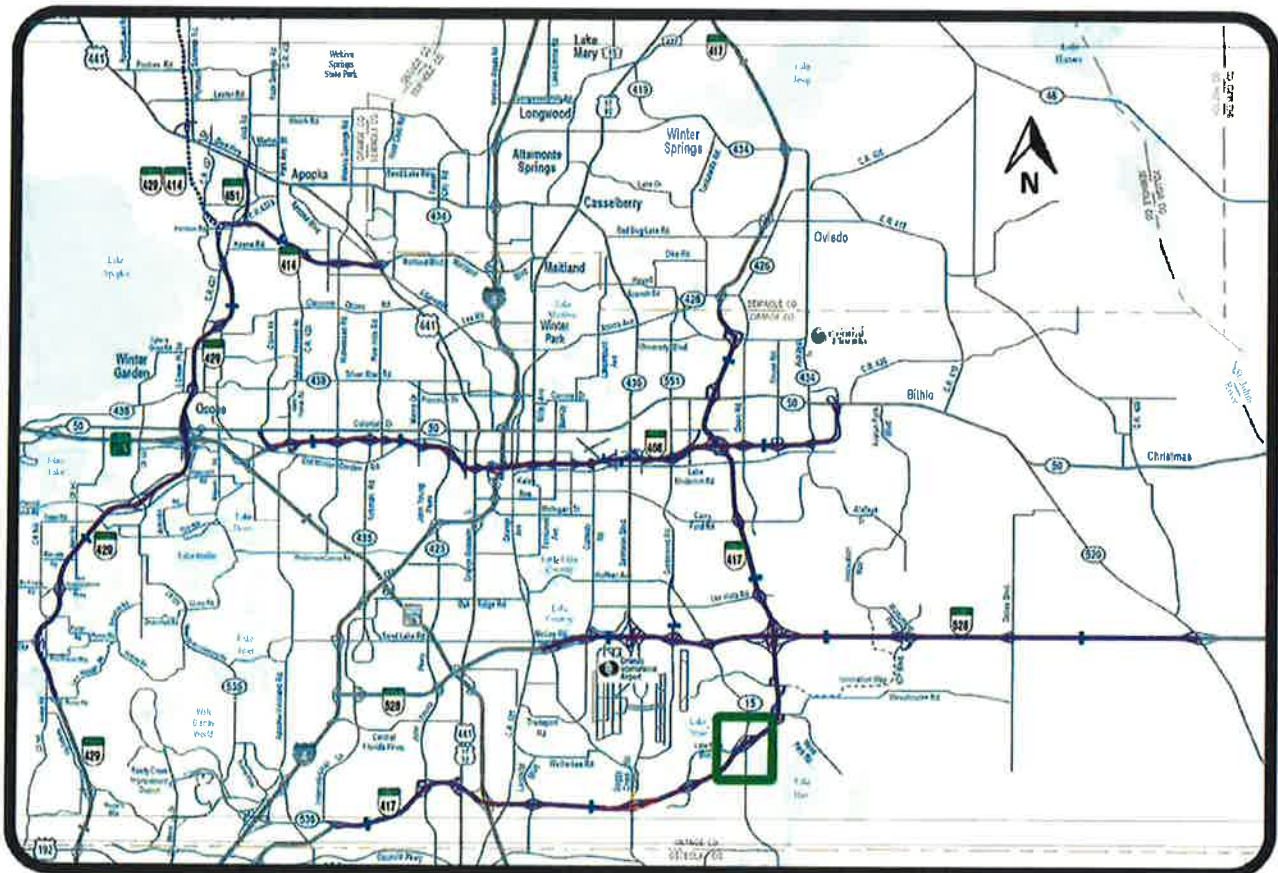
Board authorization is requested to advertise for construction bids improvements to the S.R. 417 / Narcoossee Road Interchange. Work to be performed as part of this project includes construction of dual left turn lanes and traffic signal modifications for the southbound S.R. 417 exit ramp to Narcoossee Road. Motorists exiting southbound S.R. 417 desiring to continue south onto Narcoossee Road experience significant congestion at this location during the weekday PM peak periods.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 417 / Narcoossee Road Interchange Improvements


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

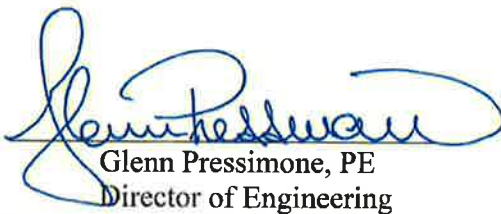
DATE: March 29, 2016

SUBJECT: Authorization to Advertise for Construction Bids
CFX Headquarters Parking Lot Lighting & Resurfacing
Project 599-411, Contract No. 001197

Board authorization is requested to advertise for construction bids for the CFX Headquarters Parking Lot Lighting and Resurfacing. Work to be performed will include the enhancement of the parking lot lighting as recommended by the recently completed security audit as well as the resurfacing and restriping of the entire lot to prolong the serviceable life of the existing asphalt.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering




CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

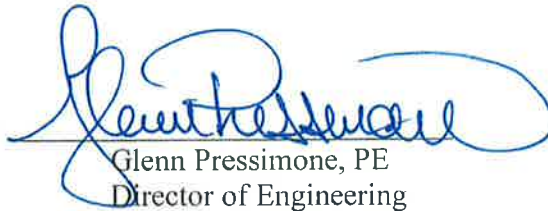
DATE: March 29, 2016

SUBJECT: Approval of Railroad Agreement in Support of
S.R. 453 (Wekiva Parkway) from Orange/Lake County Line to SR 46
Project 429-206, Contract No. 001138
Contract No. 001198

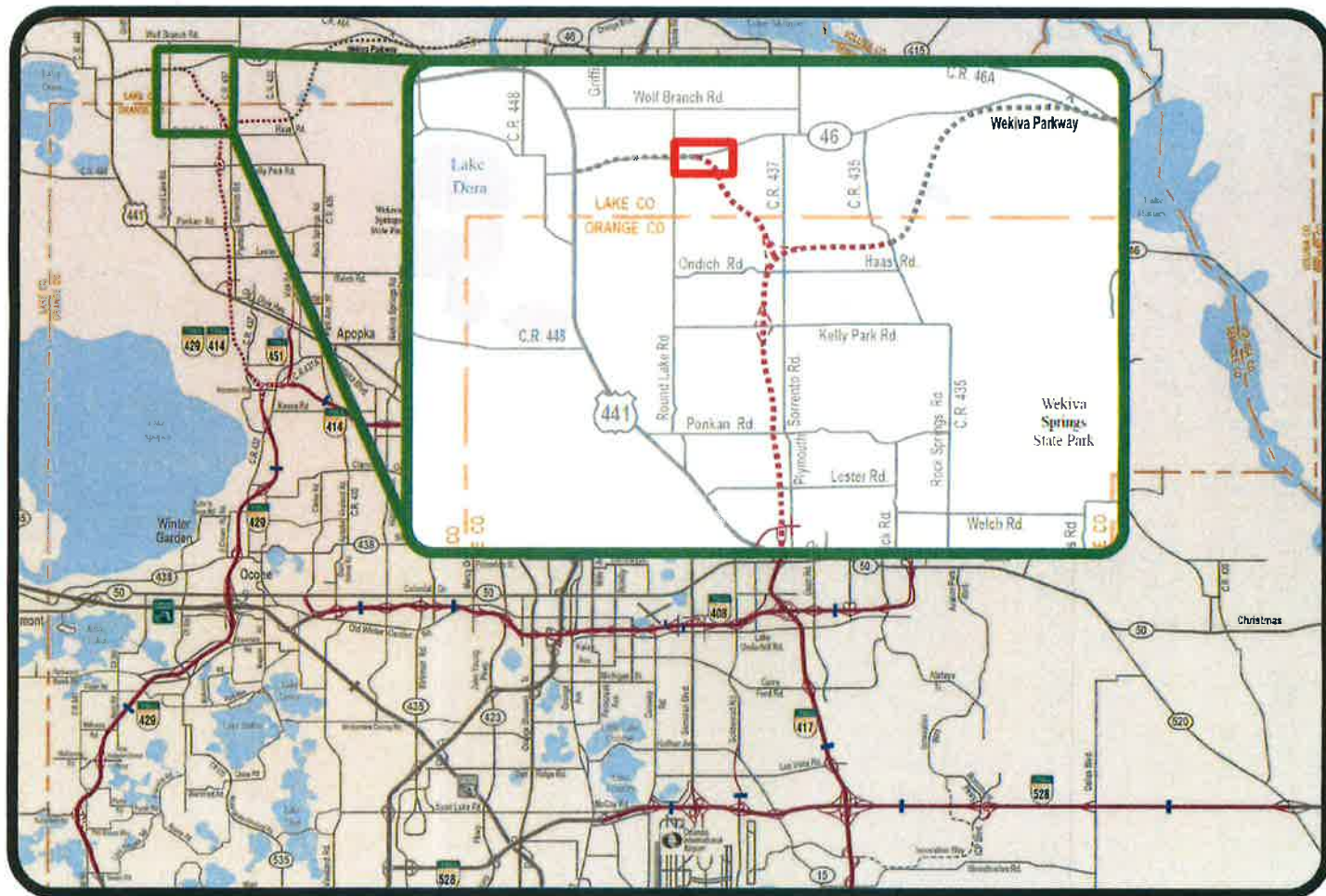
Board approval is requested for CFX to enter into an agreement with Florida Central Railroad Company Inc. (FCRR) to facilitate construction of S.R. 453 (Wekiva Parkway) over property owned by CSX and leased to FCRR. This agreement details the payment of fees to FCRR from CFX associated with flagging operations, inspection, administration and management that will be required as part of the construction of this project within railroad property.

Execution of a Railroad Agreement with FCRR is required by the Federal Highway Administration (FHWA) as part of the project documentation prior to FHWA's approval to move forward into the construction phase.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 453 (Wekiva Parkway) from Orange/Lake County Line to S.R. 46 (429-206)


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: March 29, 2016

SUBJECT: Authorization to Advertise for Letters of Interest for
Construction Engineering and Inspection (CEI) Services for
S.R. 408 widening from S.R. 417 to Alafaya Trail
Project No. 408-128; Contract No. 001194

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services related to the widening and resurfacing of S.R. 408 from S.R. 417 to Alafaya Trail.

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

Reviewed by: 

Ben Dreiling, P.E.
Director of Construction





SR 408 Widening from SR 417 to Alafaya Trail (Project 408-128)


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: March 29, 2016

SUBJECT: Award of Contract for Construction Engineering and Inspection (CEI) Services
for S.R. 528/Innovation Way Interchange Design/Build Project
Project 528-313, Contract No. 001019

The Board approved on March 10, 2016, the final ranking of the firms for the referenced project and authorized staff to negotiate fees and expenses with Elipsis Engineering & Consulting, LLC. Those negotiations have been completed and Board award of the contract to Elipsis Engineering & Consulting, LLC in the not to exceed amount of \$4,300,000.00 is requested.

Reviewed by:


Ben Dreiling, P.E., Director of Construction



AGREEMENT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ELIPSIS ENGINEERING & CONSULTING LLC**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
S.R. 528 / INNOVATION WAY INTERCHANGE
PROJECT NO. 528-313**

CONTRACT NO. 001019

**CONTRACT DATE: APRIL 14, 2016
CONTRACT AMOUNT: \$4,300,000.00**

**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. 528 / INNOVATION WAY INTERCHANGE
PROJECT NO. 528-313**

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

CONTRACT NO. 001019

APRIL 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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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. 001019R**

THIS AGREEMENT, made and entered into this 14th day of April, 2016 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "CFX" and Elipsis Engineering & Consulting LLC hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 530 S. Main St., Winter Garden, FL. 34787.

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. 001019R, S.R. 528/Innovation Way Interchange; Project 528-313.

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 21 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 23 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.

CDM Smith, Inc.
Mehta and Associates, Inc.

AE Engineering, Inc.
Foundation and Geotechnical Engineering, LLC

Civil Site Engineering, Inc. PI Consulting Services, LLC
TranSystems Corporate Resources Rummel, Klapper & Kahl, LLP

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

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

6.0 SERVICES TO BE PROVIDED

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

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of \$4,300,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

in Exhibit "B", the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs.

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating the Agreement or (b) notifying the

CONSULTANT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to

suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Director of Construction.

11.0 ADJUSTMENTS

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

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

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against CFX.

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all

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

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

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The

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

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

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

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars (\$1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of

services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the

required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

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

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local

laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

19.0 CONFLICT OF INTEREST

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

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 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 April 14, 2016.

CONSULTANT

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

Print Name: _____

Print Name: _____

ATTEST: _____ (Seal)
Secretary or Notary

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 001019R, S.R. 528/Innovation Way Interchange; Project 528-313.

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 23 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 the CFX 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, if required. 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.

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.

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.
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, or other alternative schedule accepted by CFX, 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. If applicable, use a minimum of the same activity codes

and descriptions listed in the contractor's CPM schedule to 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 project. 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, 2015 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 pre-bid and post-bid 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 will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

- A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.
- B. Replace personnel whose performance has been determined by CFX to be inadequate.
- C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.
- D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

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

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

XI. OTHER SERVICES

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

- A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

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

END OF SCOPE

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

Central Florida Expressway Authority
Project No. 528-313
Contract No. 001019R

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 \$4,300,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in Exhibit "A" and quantified in Exhibit "C".

2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

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

	\$ 3,210,483.79
--	-----------------

- 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.

	\$ 8,192.42
--	-------------

- Fixed Fee/Operating Margin.(Field Services)

Elipsis (Lump Sum)	\$ 307,601.49
Sub-Consultants (Limiting Amount)	\$ 77,656.57

- Direct Project Expenses (As Identified)

Office Setup and Rent (Allowance)	\$ 0.00
Office Supplies, Utilities, Tools, Equip (Lump Sum)	\$ 54,997.22
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.)	\$ 208,787.68
EEC – RE	\$ 5.58
EEC – PA	\$ 5.63
EEC – Sr. Insp	\$ 6.17
EEC – Insp	\$ 6.94
CDM Smith – Sr. Insp	\$ 6.42
Civil/Site – Insp	\$ 7.06
Mehta – Insp	\$ 8.31
PICS – Insp Aide	\$ 7.12

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

(Asphalt Testing Services) Elipsis	\$ 114,663.50
(PDA) FGE	\$ 19,584.00
(Survey) Mehta	\$ 31,190.00
(Coating Inspection) AE	\$ 31,751.94

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

Contingency (Allowance)	\$ 235,091.39
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2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Project Expenses (Lump Sum)

The CONSULTANT will receive monthly progress payments as follows: Month 1 @ \$10,999.42, Months 2 – 23 will be paid in equal installments of \$1,999.90 per month. Unless otherwise agreed upon by CFX, project expenses will be paid beginning on the 1st month the Consultant's field office for this project is established and operational.

Operating Margin (Lump Sum)

The CONSULTANT will receive progress payments based on a percentage determined from the ratio of "salary costs to date" divided by the corresponding "salary costs (limiting amount)". Any unbilled lump sum amount, provided project is completed to the satisfaction of CFX, will be made on final billing.

LIMITING AMOUNT ELEMENTS

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

Salary Related Costs (Limiting Amount)

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

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

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

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

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

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

ALLOWANCE AMOUNT ELEMENTS

Contingency (Allowance Amount)

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

3.0 INVOICING PROCEDURE

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

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

4.0 RATE ESCALATION PROVISION

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

END OF SECTION

EXHIBIT C

DETAILS OF COSTS AND FEES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Project Summary

Contractual Role	Firm	Services	Total	Page
PRIME	EEC*	CEI Inspection Services	\$ 3,051,621.76	
Subconsultant 1	CDM Smith	Inspection Services	\$ 262,202.95	
Subconsultant 2	Civil/Site*	Inspection Services	\$ 220,447.03	
Subconsultant 3	Mehta*	Inspection & Survey Services	\$ 192,627.62	
Subconsultant 4	AE*	Inspection Services & Protective Coating Specialist	\$ 31,751.94	
Subconsultant 5	PICS*	Inspection Services-contingency	\$ 140,819.82	
Subconsultant 6	TranSystems	Inspection Services-contingency	\$ -	
Subconsultant 7	RK&K	Inspection Services-contingency	\$ -	
Subconsultant 8	FGE	Geotechnical Engineering Services	\$ 19,584.00	
Subconsultant 9	Mehta*	Survey	\$ 31,190.00	
PRIME	EEC*	Laboratory & Asphalt Plant Services	\$114,663.50	

Total	\$	4,064,908.61
Contingency	\$	235,091.39
	\$	4,300,000.00

Elipsis DBE*	\$	3,166,285.26
		77.89%
Other DBE*	\$	616,836.41
		15.17%
Total DBE*		93.07%

Est. Construction Budget	\$	65,000,000.00
Total Construction		N/A at this time
Percent CEI of Construction		6.25%

CFX
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

Method of Compensation

Salary-Related costs Field-Inspection Total \$ 3,210,483.79

* = DBE	Prime	EEC*	\$ 2,563,345.75
	Sub	CDM Smith	\$ 214,967.38
	Sub	Civil/Site*	\$ 171,685.66
	Sub	Mehta*	\$ 153,630.69
	Sub	PICS*	\$ 106,854.31
	Sub	TranSystems	\$ -
	Sub	RK&K	\$ -

Premium OT Total \$ 8,192.42

* = DBE	Prime	EEC*	\$ -
	Sub	CDM Smith	\$ 4,481.40
	Sub	Civil/Site*	\$ 3,711.02
	Sub	Mehta*	\$ -
	Sub	AE*	\$ -
	Sub	PICS*	\$ -
	Sub	TranSystems	\$ -
	Sub	RK&K	\$ -

Operating Margin Total \$ 385,258.06
Subconsultants only \$ 77,656.57

* = DBE	Prime	EEC*	\$ 307,601.49
	Sub	CDM Smith	\$ 25,798.09
	Sub	Civil/Site*	\$ 20,802.28
	Sub	Mehta*	\$ 18,435.68
	Sub	AE*	\$ -
	Sub	PICS*	\$ 12,822.52
	Sub	TranSystems	\$ -
	Sub	RK&K	\$ -

Direct Expense Reimbursement:	No. Months	Rate		Total LS (exp) EEC	\$ 54,997.22
PRIME	Month 1 (20% mob)	1	\$ 10,999.42	\$ 10,999.42	
	Months 2 to 23	22	\$ 1,999.90	\$ 43,997.80	

Vehicle/ Portable Mobile Communications (hourly rate of reimbursement) Total \$208,787.68

* = DBE	EEC* - RE	\$ 5.58	\$20,537.68
	EEC* - PA	\$ 5.83	\$20,717.54
	EEC* - Sr. Insp	\$ 6.17	\$38,998.71
	EEC* - Insp	\$ 6.94	\$44,423.37
	CDM Smith - Sr. Insp	\$ 6.42	\$16,958.08
	Civil/Site* - Insp	\$ 7.06	\$24,448.07
	Mehta* - Insp	\$ 8.31	\$20,561.25
	PICS* - Insp Aide	\$ 7.12	\$21,142.99
	TranSystems		
	RK&K		

Offsite Plant Inspection and Testing, Geotech and Survey \$197,189.44

* DBE	** Testing	EEC*	\$114,663.50
	PDA	FGE	\$ 19,584.00
	** Survey	Mehta*	\$ 31,190.00
	Coating Insp.	AE*	\$ 31,751.94

** Invoice per System Wide Contracts

Summary of Above

Salary	\$ 3,210,483.79
Premium OT	\$ 8,192.42
Op Margin	\$ 385,258.06
EEC	\$ 307,601.49
Subs	\$ 77,656.57
Direct Expenses	\$54,997.22
Vehicles/mob com	\$208,787.68
Limiting offsite Eng	\$ 197,189.44
Lab Testing	\$ 114,663.50
PDA	\$ 19,584.00
Survey	\$ 31,190.00
Coating Insp.	\$ 31,751.94
Subtotal	\$ 4,084,908.81
Contingencies	\$ 235,091.39
Total	\$ 4,300,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Prime: Ellipsis Engineering & Consulting, LLC

Escalation

0.00%

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate	Hours	Rate	Hours	Rate	Hours	Hrs	Dollars
		\$/Hr.	Hr.	\$/Hr.	Hr.	\$/Hr.	Hr.		
Resident Engineer	Chris Nolen, PE	\$ 75.00	1320.00	\$ 77.25	1980.00	\$ 77.25	495.00	3795.00	\$ 290,193.75
Project Administrator	Armando Perez	\$ 55.00	1320.00	\$ 56.65	1980.00	\$ 56.65	495.00	3795.00	\$ 212,808.75
Contract Support Specialist	Jeffrey Hinkle	\$ 35.00	1320.00	\$ 36.05	1980.00	\$ 36.05	495.00	3795.00	\$ 135,423.75
Administrative Assistant	Sandy Perez	\$ 25.00	1056.00	\$ 25.75	1584.00	\$ 25.75	396.00	3036.00	\$ 77,385.00
Senior Inspector-Roadway	Mike Allen	\$ 31.50	1237.50	\$ 32.45	1980.00	\$ 32.45	412.50	3630.00	\$ 116,617.88
Senior Inspector-ITS/Utility	Gerry Ang	\$ 30.00	660.00	\$ 30.90	1980.00	\$ 30.90	412.50	3052.50	\$ 93,728.25
Inspector-Roadway	Tony Munoz	\$ 28.85	1155.00	\$ 29.72	1980.00	\$ 29.72	165.00	3300.00	\$ 97,071.15
Inspector-Bridge	Steve Chapman	\$ 30.00	990.00	\$ 30.90	1980.00	\$ 30.90	330.00	3300.00	\$ 101,079.00
Inspector Aide-Roadway	TBD	\$ 16.50	0.00	\$ 17.00	0.00	\$ 17.00	0.00	0.00	\$ -
Inspector-Roadway (contingency)	Jennifer Brannan	\$ 24.00		\$ 24.72		\$ 24.72			

\$ 1,124,307.53

	%	Remarks	
Straight Overtime	10.00%	Field Positions	\$ 40,849.63
Salary Costs			\$ 1,165,157.16
Field Office Overhead Rate	120.00%	per CFX, 121.01% capped	\$ 1,398,188.59
Subtotal			\$ 2,563,345.75
Operating Margin	12.00%		\$ 307,601.49
Premium Overtime		Reimbursed	\$ -
Facilities Cap. Cost of Money	0.00%	per CFX	\$ -
Expenses (Billable Reimbursement)		Note: FDOT CK letter is 9.72%	\$125,677.30
Expenses (Lump Sum)			\$ 54,997.22
Total			\$ 3,051,621.76

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 1: CDM Smith

Escalation

0.00%

Date:

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate	Hours	Rate	Hours	Rate	Hours	Hrs	Dollars
		\$/Hr.	Hr.	\$/Hr.	Hr.	\$/Hr.	Hr.		
Senior Inspector-Bridge	Jeffrey Faith	\$ 33.20	660.00	\$ 34.20	1980.00	\$ 34.20	0.00	2640.00	\$ 89,628.00
Inspection Services-contingency									
Inspector	Mike Herrera	\$ 27.29		\$ 28.11		\$ 28.11			
Inspector	Hamid Maherinia	\$ 26.72		\$ 27.52		\$ 27.52			

\$ 89,628.00

	%	Remarks	
Straight Overtime	10.00%	Field Positions	\$ 8,962.80
Salary Costs			\$ 98,590.80
Field Office Overhead Rate	118.04%		\$ 116,376.58
Subtotal			\$ 214,967.38
Operating Margin	12.00%		\$ 25,796.09
Premium Overtime	50% of Straight OT	excluded	\$ 4,481.40
Facilities Cap. Cost of Money	0.00% per CFX		\$ -
Expenses (Billable Rate)			\$ 16,958.08
Expenses (Limiting Amount)			\$ -
Total			\$ 262,202.95

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 2: Civil/Site Engineering, Inc.

Escalation

0.00%

Date:

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate	Hours	Rate	Hours	Rate	Hours	Hrs	Dollars
		\$/Hr.	Hr.	\$/Hr.	Hr.	\$/Hr.	Hr.		
Inspector-Roadway	Tim Barteaux	\$ 21.00	1155.00	\$ 21.63	1980.00	\$ 21.63	330.00	3465.00	\$ 74,220.30

\$ 74,220.30

	%	Remarks	
Straight Overtime	10.00%	Field Positions	\$ 7,422.03
Salary Costs			\$ 81,642.33
Field Office Overhead Rate	110.29%		\$ 90,043.33
Subtotal			\$ 171,685.66
Operating Margin	12.00%		\$ 20,602.28
Premium Overtime	50% of Straight OT	excluded	\$ 3,711.02
Facilities Cap. Cost of Money	0.00% per CFX		\$ -
Expenses (Billable rate)			\$24,448.07
Expenses (Limiting Amount)			\$ -
Total			\$ 220,447.03

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 3: Mehta & Associates

Escalation

0.00%

Date:

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate \$/Hr.	Hours Hr.	Rate \$/Hr.	Hours Hr.	Rate \$/Hr.	Hours Hr.	Hrs	Dollars
Inspector-Toll Plaza	Bakir Ebrahim	\$ 25.00	330.00	\$ 25.75	1980.00	\$ 25.75	165.00	2475.00	\$ 63,483.75
Inspection Services-contingency									
Inspector	Rajib Shresta	\$ 25.50		\$ 26.27		\$ 26.27			

\$ 63,483.75

	%	Remarks	
Straight Overtime	10.00%	Field Positions	\$ 6,348.38
Salary Costs			\$ 69,832.13
Field Office Overhead Rate	120.00% per CFX, 123.20% capped		\$ 83,798.56
Subtotal			\$ 153,630.69
Operating Margin	12.00%		\$ 18,435.68
Premium Overtime		Reimbursed	\$ -
Facilities Cap. Cost of Money	0.00% per CFX		\$ -
Expenses (Billable rate)			\$20,561.25
Expenses (Limiting Amount)			
Total			\$ 192,627.62

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 4: AE Engineering

Escalation

0.00%

Date:

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate	Hours	Rate	Hours	Rate	Hours	Hrs	Dollars
		\$/Hr.	Hr.	\$/Hr.	Hr.	\$/Hr.	Hr.		
Inspector-Coating	Carlos Magno	\$ 64.52	0.00	\$ 64.52	330.00	64.52	0.00	330.00	\$ 21,291.60
Protective Coating Specialist	Kevin Schweikhart	\$ 126.23	33.00	\$ 126.23	33.00	126.23	0.00	66.00	\$ 8,331.18

Note: This sheet establishes budget for bridge coating inspection.

\$ 29,622.78

	%	Remarks	
Straight Overtime	10.00%	Field Positions	\$ 2,129.16
Salary Costs			\$ 31,751.94
Field Office Overhead Rate	0.00%		\$ -
Subtotal			\$ 31,751.94
Operating Margin	0.00%		\$ -
Premium Overtime		reimbursed	\$ -
Facilities Cap. Cost of Money	0.00%	per CFX	\$ -
Expenses (Billable Exp)			\$ -
Expenses (Limiting Amount)			\$ -
Total			\$ 31,751.94

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 5: PI Consulting Services

Escalation

0.00%

Date:

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate \$/Hr.	Hours Hr.	Rate \$/Hr.	Hours Hr.	Rate \$/Hr.	Hours Hr.	Hrs	Dollars
Inspector Aide	TBD	\$ 16.50	990	\$ 17.00	1980	\$ 17.00	0	2970	\$ 49,995.00
Contingency-Additional Resources									
Inspector	Kenny Cordle	\$ 21.00		\$ 21.63		\$ 21.63			

\$ 49,995.00

	%	Remarks	
Straight Overtime	10.00%	Field Positions	\$ -
Salary Costs			\$ 49,995.00
Field Office Overhead Rate	113.73%		\$ 56,859.31
Subtotal			\$ 106,854.31
Operating Margin	12.00%		\$ 12,822.52
Premium Overtime		Reimbursed	\$ -
Facilities Cap. Cost of Money	0.00%		\$ -
Expenses (Billable Exp)			\$21,142.99
Expenses (Limiting Amount)			
Total			\$ 140,819.82

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 6: TranSystems

Escalation

0.00%

Date:

March 28, 2016

Position	Name	2015		2016		2017		Total	
		Rate	Hours	Rate	Hours	Rate	Hours	Hrs	Dollars
		\$/Hr.	Hr.	\$/Hr.	Hr.	\$/Hr.	Hr.		
Contingency-Additional Resources									
Inspector-Bridge	Benjamin Noel	\$ 23.52		\$ 24.23		24.23			

\$ -

	%	Remarks		
Straight Overtime	10.00%	Field Positions	\$	-

Salary Costs			\$	-
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Field Office Overhead Rate	120.00% per CFX, 124.19% capped		\$	-
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Subtotal			\$	-
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Operating Margin	12.00%		\$	-
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Premium Overtime	Reimbursed		\$	-
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Facilities Cap. Cost of Money	0.000% per CFX		\$	-
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Expenses (Billable Exp)			\$	-
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Expenses (Limiting Amount)			\$	-
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Total			\$	-
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Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 7: RK&K

Escalation

0.00%

Date:

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate	Hours	Rate	Hours	Rate	Hours	Hrs	Dollars
		\$/Hr.	Hr.	\$/Hr.	Hr.	\$/Hr.	Hr.		
Contingency-Additional Resources									
Inspector-Senior Roadway	Larry Torres	\$ 27.54		\$ 28.37		\$ 28.37			

\$ -

Straight Overtime 10.00% Field Positions

\$ -

Salary Costs

\$ -

Field Office Overhead Rate 103.67%

\$ -

Subtotal

\$ -

Operating Margin 12.00%

\$ -

Premium Overtime 50% of Straight OT excluded

\$ -

Facilities Cap. Cost of Money 0.00% per CFX

\$ -

Expenses (Billable rate)

\$ -

Expenses (Limiting Amount)

\$ -

Total

\$ -

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Subconsultant 8: Foundation & Geotechnical Services

Escalation 0%

Date: March 28, 2016

Position	2016		2017		2018		Total	
	Rate	Hours	Rate	Hours	Rate	Hours	Hrs	Dollars
	\$/Hr.	Hr.	\$/Hr.	Hr.	\$/Hr.	Hr.		
PDA Engineer/ProjectManager	\$ 122.40	160.00	\$ 122.40	0.00	\$ 122.40	0.00	160.00	\$ 19,584.00

Note: This sheet establishes budget to witness PDA testing on test piles.

\$ 19,584.00

	%	Remarks	
Straight Overtime	0.00%	Field Positions	
Salary Costs			\$ 19,584.00
Field Office Overhead Rate	0.00%		\$ -
Subtotal			\$ 19,584.00
Operating Margin	0.00%		\$ -
Premium Overtime			\$ -
Facilities Cap. Cost of Money	0.00%		\$ -
Expenses (Lump Sum)			\$ -
Expenses (Limiting Amount)			\$ -
Total			\$ 19,584.00

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Sub 7: Mehta & Associates

Escalation

0.00%

Date:

March 28, 2016

Position	Name	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	60.00	\$ 182.00	0.00	120.00	\$ 21,840.00
Survey Manager (PLS)		\$ 110.00	60.00	\$ 110.00	25.00	\$ 110.00	0.00	85.00	\$ 9,350.00

Note: This sheet establishes budget for Survey Services. Those services are to be invoiced in accordance with fees and schedule consistent with System Wide Contract (Mehta) to be referenced in agreement, as that relates to these field services.

\$ 31,190.00

	%	Remarks	
Straight Overtime	0.00%	Field Positions	\$ -
Salary Costs			\$ 31,190.00
Field Office Overhead Rate	0.00%		\$ -
Subtotal			\$ 31,190.00
Operating Margin	0.00%		\$ -
Premium Overtime			\$ -
Facilities Cap. Cost of Money	0.00% per CFX		\$ -
Expenses (Billable rate)			\$ -
Expenses (Limiting Amount)			\$ -
Total			\$ 31,190.00

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

PRIME: Ellipsis Engineering & Consulting, LLC
Laboratory & Plant Field Services

Escalation

0.00%

Date:

March 28, 2016

Plant Inspection / Specialty Services

Position	2016		2017		2018		Total	
	Billing Rate \$/Hr.	Hours	Billing Rate \$/Hr.	Hours	Rate \$/Hr.	Hours	Hrs	Dollars
Asphalt Plant Inspector	\$ 70.00	200.00	\$ 70.00	400.00	\$ 70.00	115.00	715.00	\$ 50,050.00
Certified Welding Inspector	\$ 80.00	0.00	\$ 80.00	0.00	\$ 80.00	0.00	0.00	\$ -
Certified Drilled Shaft Inspector	\$ 60.00	40.00	\$ 60.00	40.00	\$ 60.00	40.00	120.00	\$ 7,200.00
Project Engineer	\$ 137.50	5.00	\$ 137.50	5.00	\$ 137.50	5.00	15.00	\$ 2,062.50

Note: This sheet establishes budget for EEC Laboratory Services. Those services are to be invoiced in accordance with fees and schedule consistent with System Wide Contract (Ardaman) to be referenced in agreement, as that relates to these field services.

Total Asphalt Plant Inspection \$ 59,312.50

PG #	ITEM #	DESCRIPTION	QTY	UNIT PRICE (Billing)	TOTAL COST
Materials Testing					
EEC	A	ASTM C39, C31 & C817: Curing Capping and Compressive Strength cylinders (per cyl) (C) II, IV	1000	\$13.15	\$13,150.00
EEC	B	FM 5-515 Limerock Bearing Ratio	25	\$295.00	\$7,375.00
EEC	C	T99 Standard Proctor	40	\$99.75	\$3,990.00
EEC	D	T180 Modified Proctor	52	\$99.75	\$5,187.00
EEC	E	Standard Field Proctor (Soil Cement)	30	\$99.75	\$2,992.50
EEC	F	Soil Cement Pills (per set)	30	\$45.00	\$1,350.00
EEC	G	AASHTO T 27 Sieve Analysis	17	\$47.25	\$803.25
EEC	H	FM 1-T011 Aggregate (200)	17	\$30.00	\$510.00
EEC	I	FM1-T88 Particle Size analysis of soils (incl -200 wash)(no hydrometer)	65	\$47.25	\$3,071.25
EEC	J	FM 1-T-89 Determining the liquid limit of soils.	92	\$42.00	\$3,864.00
EEC	K	FM 1-T-90 Determining the plastic limit and plasticity index of soils.	92	\$42.00	\$3,864.00
EEC	L	FM 1-T-267 Organic content in soils by loss on ignition. (per avg of 3)	110	\$31.50	\$3,465.00
EEC	M	FM 5-550, pH of soil and water	65	\$42.00	\$2,730.00
EEC	N	FM 5-551 Resistivity of soil and water	17	\$42.00	\$714.00
EEC	O	FM 5-552 Chloride in soil and water	17	\$42.50	\$722.50
EEC	P	FM 5-553 Sulfate in soil and water	17	\$42.50	\$722.50

Total Laboratory \$55,351.00

Total \$114,663.50

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO 001019
CFX PROJECT NO 528-313

EXPENSES

Section	ITEM	Page	DESCRIPTION	QTY	UNIT	TOTAL	TAX	SALVAGE	NET
#	#	#			PRICE	COST	6.50%	VALUE	TOTAL
								%	COST
			Field Office						
			Section A1						
A1-			Field Office (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Trailer Mobilization: Block, Level & Tiedown (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Site Preparation sand (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Trailer Demobilization - Site restoration removal (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Trailer Skirting (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Decking, Stairs, Ramps (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Electric power (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Air Conditioning and Heating Systems w/ thermostatic control (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Electric Lighting and Power Supply Outlets (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Toilet Facilities (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Plumbing Manifold (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Plumbing Potable water connect to existing (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-			Weekly Janitorial Services (provided by D/B per SP 36)			\$0.00	\$0.00	\$0.00	\$0.00
A1-	1	A1-1	Security System & Installation	1	\$2,085.00	\$2,085.00	\$0.00	\$0.00	\$2,085.00
A1-	2	A1-1	Security System monitoring	24	\$38.90	\$933.60	\$60.68	\$0.00	\$994.28
A1-	3	A1-2	Movers	1	\$1,300.00	\$1,300.00	\$84.50	\$0.00	\$1,384.50

FIELD OFFICE FURNISHINGS

SUBTOTAL

\$4,463.76

			Section B1						
B1-			Fire Extinguisher (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Water coolers, bottled water and paper cups (provided by D/B per SP 36)	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Standard Office Supplies (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Desk (Office) 60 inches by 30 inches (provided by D/B per SP 36)	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Chair/Desk (Office) Office-Type Chairs (provided by D/B per SP 36)	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Conference Table - 3 ft by 8 ft minimum (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Conference/Visitor Chairs (provided by D/B per SP 36)	15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Drawing Table - 3ft by 8ft drawing table & 2 extended height stools (provided by D/B per SP 36)	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Copy/Printer/Fax Machine (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Copy Machine Service Agreement (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Toner Cartridge until Substantial Completion (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Paper 11 x 17 (# reams/month) until Substantial Completion (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Paper 8 1/2 x 14 (1 case/month) until Substantial Completion (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Paper 8 1/2 x 11 (2 cases/month) until Substantial Completion (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Refrigerator (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Microwave (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Coffee Machine (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Toaster Oven (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Internet connection in four (4) offices and wireless access (provided by D/B per SP 36)	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Lateral File Cabinet, 42" wide, 4 drawer (provided by D/B per SP 36)	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			File Cabinet, Steel Vertical w/ approx. 12 hanging clamps (provided by D/B per SP 36)	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Storage Cabinet - 36" wide by 18" deep by 72" high (provided by D/B per SP 36)	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-			Bookcase - HON 34-1/2" wide by 12-5/8" deep by 71" high (provided by D/B per SP 36)	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B1-	1	B1-4	Bulletin Board	2	\$42.99	\$85.98	\$5.59	\$0.00	\$91.57
B1-	2	B1-5	Dry Erase Board 24" x 36"	2	\$34.99	\$69.98	\$4.55	\$0.00	\$74.53
B1-	3	B1-6	Calculator, Desk Top w/Tape	1	\$39.99	\$39.99	\$2.60	\$0.00	\$42.59
B1-	4	B1-7	Calculator, Hand Held	3	\$7.99	\$23.97	\$1.56	\$0.00	\$25.53
B1-	5	B1-8	Voice Recorder	1	\$39.99	\$39.99	\$2.60	\$0.00	\$42.59
B1-	6	B1-9	Paper Shredder	1	\$35.99	\$35.99	\$2.34	\$0.00	\$38.33
B1-	7	B1-10	First Aid Kit - Office	1	\$8.99	\$8.99	\$0.58	\$0.00	\$9.57
B1-	8	B1-11	Wastebaskets 7 gallon	4	\$7.49	\$29.96	\$1.95	\$0.00	\$31.91
B1-	9	B1-12	Dumpster 4 CY dumpster (Monthly Collection)	24	\$97.00	\$2,328.00	\$151.32	\$0.00	\$2,479.32
B1-	10	B1-13	Dumpster 4 CY dumpster (delivery/removal charge)	2	100.00	200.00	\$13.00	\$0.00	\$213.00
B1-	11	B1-14	Connex Box 6x20 (Monthly Rental)	24	70.00	1,680.00	\$109.20	\$0.00	\$1,789.20
B1-	12	B1-15	Connex Box 6x20 (One time delivery charge)	1	230.00	230.00	\$14.95	\$0.00	\$244.95
B1-	13	N/A	Consumables, pens, pencils, paper clips, markers, etc. (Lump Sum Monthly Expense)	23	\$250.00	\$5,750.00	\$373.75	\$0.00	\$6,123.75

SUBTOTAL

\$11,224.61

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019
CFX PROJECT NO. 528-313

EXPENSES

Section #	ITEM #	Page #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 8.50%	SALVAGE VALUE	%	NET TOTAL COST
Section B2 Electronic Equipment and Software											
B2-	1	B2-1		APC Back-UPS w/ Surge Protector (RE, PA, CSS, AA, Sr. 1)	5	\$54.90	\$274.95	\$17.87	\$0.00	0.00%	\$292.82
B2-	2	B2-2		HDMI Cables (RE, PA, CSS, AA, Sr. 1)	5	\$9.90	\$49.95	\$3.25	\$0.00	0.00%	\$53.20
B2-	3	B2-3		Desktop Computer (RE, PA, AA)	3	\$849.99	\$2,549.97	\$165.75	\$0.00	0.00%	\$2,715.72
B2-	4	B2-4		Computer Monitor (RE, PA, CSS, AA, Sr. 1)	5	\$129.99	\$649.95	\$42.25	\$0.00	0.00%	\$692.20
B2-	5	B2-5		Laptop (CSS, Sr. 1, Sr. 3, Insp. 4, Insp. 6)	5	\$599.99	\$2,999.95	\$195.00	\$0.00	0.00%	\$3,194.95
B2-	6	B2-6		Laptop Hard Cover Case (CSS, Sr. 1, Sr. 3, Insp. 4, Insp. 6)	5	\$19.99	\$99.95	\$6.50	\$0.00	0.00%	\$106.45
B2-	7	B2-7		Laptop Screen Protector (CSS, Sr. 1, Sr. 3, Insp. 4, Insp. 6)	5	\$11.95	\$59.75	\$3.88	\$0.00	0.00%	\$63.63
B2-	8	B2-8		Microsoft Office 365 x 2 yr (RE, PA, AA, CSS, Sr. 1, Sr. 3, Insp. 4, Insp. 6)	16	\$69.99	\$1,119.84	\$72.79	\$0.00	0.00%	\$1,192.63
B2-	9	B2-11		Antivirus Software x 2 yrs (RE, PA, AA, CSS, Sr. 1, Sr. 3, Insp. 4, Insp. 6)	16	\$69.99	\$1,119.84	\$72.79	\$0.00	0.00%	\$1,192.63
B2-	10	B2-12		IT Technical Support (2 hr/month)	48	\$135.00	\$6,210.00	\$403.65	\$0.00	0.00%	\$6,613.65
B2-	11	B2-13		Nuance PDF Converter (RE, PA, CSS, AA)	4	\$99.99	\$399.96	\$26.00	\$0.00	0.00%	\$425.96
B2-	12	B2-14		Sonicwall Wireless Router/Firewall	1	\$718.99	\$718.99	\$46.73	\$0.00	0.00%	\$765.72
B2-	13	B2-15		DVD Writer	1	\$59.99	\$59.99	\$3.90	\$0.00	0.00%	\$63.89
B2-	14	B2-16		Portable Inverter (Sr. 1, Sr. 3, Insp. 4, Insp. 6)	4	\$28.99	\$107.96	\$7.02	\$0.00	0.00%	\$114.98
B2-	15	B2-17		Computer Bag per laptop (CSS, Sr. 1, Sr. 3, Insp. 4, Insp. 6)	5	\$15.81	\$78.05	\$5.07	\$0.00	0.00%	\$83.12
B2-	16	B2-18		Computer Mouse (CSS, Sr. 1)	2	\$20.99	\$41.98	\$2.73	\$0.00	0.00%	\$44.71
B2-	17	B2-19		Jump Drive (RE, PA, AA, CSS, Sr. 1, Sr. 3, Insp. 4, Insp. 6)	5	\$8.47	\$42.35	\$2.73	\$0.00	0.00%	\$45.08
SUBTOTAL											\$17,688.42

Section B3 Manuals, References and Documents											
B3-	1			FDOT Rwy & Traffic Design Sids (electronic)	1		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
B3-	2			Orange County Rwy & Traffic Design Sids (electronic)	1		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
B3-	3			Standard Specs/Road & Bridge Construction (electronic)	1		\$0.00	\$0.00	\$0.00	0.00%	\$0.00
SUBTOTAL											\$

Monthly Vehicles & Portable Communications (Billable Expense)

Section C											
C-	1	C-1 to C-3		Resident Engineer, 4x4 Pick Up - FDOT Guideline	23.0	\$558.00	\$12,834.00	\$0.00	\$0.00	0.00%	\$12,834.00
C-	2	C-1 to C-3		Project Administrator, 4x4 Pick Up - FDOT Guideline	23.0	\$558.00	\$12,834.00	\$0.00	\$0.00	0.00%	\$12,834.00
C-	3	C-1 to C-3		Senior Inspector No. 1, 4x4 Pick Up - FDOT Guideline	22.0	\$558.00	\$12,276.00	\$0.00	\$0.00	0.00%	\$12,276.00
C-	4	C-1 to C-3		Senior Inspector No. 3, 4x4 Pick Up - FDOT Guideline	18.5	\$558.00	\$10,323.00	\$0.00	\$0.00	0.00%	\$10,323.00
C-	5	C-1 to C-3		Inspector No. 4, 4x4 Pick Up - FDOT Guideline	20.0	\$558.00	\$11,160.00	\$0.00	\$0.00	0.00%	\$11,160.00
C-	6	C-1 to C-3		Inspector No. 6, 4x4 Pick Up - FDOT Guideline	20.0	\$558.00	\$11,160.00	\$0.00	\$0.00	0.00%	\$11,160.00
C-	7	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Resident Engineer	23.0	\$190.06	\$4,371.15	\$0.00	\$0.00	0.00%	\$4,371.15
C-	8	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Project Administrator	23.0	\$212.95	\$4,897.85	\$0.00	\$0.00	0.00%	\$4,897.85
C-	9	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Senior Inspector No. 1 & 3	40.5	\$261.24	\$10,580.22	\$0.00	\$0.00	0.00%	\$10,580.22
C-	10	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Inspector No. 4 & 6	40.0	\$274.13	\$10,965.20	\$0.00	\$0.00	0.00%	\$10,965.20
C-	11	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Resident Engineer	0.0	\$182.19	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
C-	12	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Project Administrator	0.0	\$182.19	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
C-	13	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Senior Inspector No. 1 & 3	0.0	\$182.19	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
C-	14	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Inspector No. 4 & 6	0.0	\$182.19	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
C-	15	C-4 to C-20		Tolls Resident Engineer	23.0	\$91.92	\$2,114.16	\$0.00	\$0.00	0.00%	\$2,114.16
C-	16	C-4 to C-20		Tolls Project Administrator	23.0	\$76.84	\$1,767.32	\$0.00	\$0.00	0.00%	\$1,767.32
C-	17	C-4 to C-20		Tolls Senior Inspector No. 1 & 3	40.5	\$68.80	\$2,765.40	\$0.00	\$0.00	0.00%	\$2,765.40
C-	18	C-4 to C-20		Tolls Inspector No. 4 & 6	40.0	\$176.80	\$7,072.00	\$0.00	\$0.00	0.00%	\$7,072.00
C-	19	C-21 to C-23		Cell Phones Monthly Service - Resident Engineer	23.0	\$45.00	\$1,035.00	\$67.28	\$0.00	0.00%	\$1,102.28
C-	20	C-21 to C-23		Cell Phone (Purchase) - Resident Engineer	1.0	\$109.00	\$109.00	\$7.09	\$0.00	0.00%	\$116.09
C-	21	C-21 to C-23		Cell Phones Monthly Service - Project Administrator	23.0	\$45.00	\$1,035.00	\$67.28	\$0.00	0.00%	\$1,102.28
C-	22	C-21 to C-23		Cell Phone (Purchase) - Project Administrator	1.0	\$109.00	\$109.00	\$7.09	\$0.00	0.00%	\$116.09
C-	23	C-21 to C-23		Cell Phones Monthly Service - Senior Inspector No. 1 & 3	40.5	\$45.00	\$1,822.50	\$118.46	\$0.00	0.00%	\$1,940.96
C-	24	C-21 to C-23		Cell Phone (Purchase) - Senior Inspector No. 1 & 3	2.0	\$109.00	\$218.00	\$14.17	\$0.00	0.00%	\$232.17
C-	25	C-21 to C-23		Cell Phones Monthly Service - Inspector No. 4 & 6	40.0	\$45.00	\$1,800.00	\$117.00	\$0.00	0.00%	\$1,917.00
C-	26	C-21 to C-23		Cell Phone (Purchase) - Inspector No. 4 & 6	2.0	\$109.00	\$218.00	\$14.17	\$0.00	0.00%	\$232.17
C-	27	C-24 to C-25		Laptop monthly service fee (3G/4G) network - Senior Inspector No. 1 & 3	40.5	\$45.00	\$1,822.50	\$118.46	\$0.00	0.00%	\$1,940.96
C-	28	C-24 to C-25		Laptop monthly service fee (3G/4G) network - Inspector No. 4 & 6	40.0	\$45.00	\$1,800.00	\$117.00	\$0.00	0.00%	\$1,917.00
SUBTOTAL											\$125,677.30

Billable Expense Reimbursement Rates \$/Man-Month

	Total \$	Man Months	\$/Man-Hr
Resident Engineer	\$20,537.88	23.0	\$ 8.88
Project Administrator	\$20,717.54	23.0	\$ 8.83
Senior Inspector	\$39,988.71	40.5	\$ 8.94
Inspector	\$44,423.37	40.0	\$ 8.94
Total	\$125,677.30	126.5	(avg) \$ 8.21

Vehicle Expenses (Part of Lump Sum)

Section C (continued)											
C-	29	C-29		Fire Extinguishers	6	\$19.99	\$119.94	\$7.80	\$0.00	0.00%	\$127.74
C-	30	C-27		First Aid Kits	6	\$19.99	\$119.94	\$7.80	\$0.00	0.00%	\$127.74
C-	31	C-28		Vehicle Signs	6	\$125.00	\$750.00	\$48.75	\$399.38	50.00%	\$399.38
C-	32	C-29		Tool Boxes	6	\$127.20	\$763.20	\$49.81	\$408.41	50.00%	\$408.41
C-	33	C-30		Strobe Lights	6	\$275.89	\$1,655.34	\$0.00	\$927.67	50.00%	\$927.67
C-	34	C-31		Seat Covers	6	\$39.99	\$239.94	\$15.80	\$0.00	0.00%	\$255.54
C-	35	C-32		Floor Mats	6	\$49.99	\$299.94	\$19.50	\$0.00	0.00%	\$319.44
SUBTOTAL (See Billable Exp sheet)											\$ 2,483.91

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019
CFX PROJECT NO. 528-313

EXPENSES

Section #	ITEM #	Page #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	%	NET TOTAL COST
Section D FIELD EQUIPMENT AND SUPPLIES											
D-	1	D-1		Nuclear Test Gauge (Instro-Tek=new)	1	\$6,875.00	\$6,875.00	\$433.88	\$3,564.44	50.00%	\$3,554.44
D-	2	D-2		Nuclear Test Gauge (Troster=return)	1	\$5,870.00	\$5,870.00	\$381.55	\$3,125.78	50.00%	\$3,125.78
D-	3	D-3		Nuclear Gauge Chains, 6 ft. (2/gauge)	4	\$16.08	\$60.24	\$3.92	\$0.00	0.00%	\$64.16
D-	4	D-12		Nuclear Gauge ratchet strap	2	\$2.91	\$5.82	\$0.38	\$0.00	0.00%	\$6.20
D-	5	D-12		Nuclear Gauge Locks 2-pack (2/gauge)	4	\$12.98	\$51.92	\$3.37	\$0.00	0.00%	\$55.29
D-	6	D-4		Nuclear Gauge Calibration (1/yr/gauge)	2	\$350.00	\$700.00	\$45.50	\$0.00	0.00%	\$745.50
D-	7	D-4		Nuclear Gauge Leak Test (1/yr/gauge)	2	\$17.00	\$34.00	\$2.21	\$0.00	0.00%	\$36.21
D-	8	D-5		Speedy Moisture Tester (new)	2	\$1,385.85	\$2,731.70	\$177.58	\$1,454.83	50.00%	\$1,454.83
D-	9	D-6		Speedy Calibration (2/yr/Speedy)	2	\$75.00	\$150.00	\$9.75	\$0.00	0.00%	\$159.75
D-	10	D-11		Speedy Scale Calibration	2	\$25.00	\$50.00	\$3.25	\$0.00	0.00%	\$53.25
D-	11	D-5		Speedy Reagent (24/box)	2	\$248.85	\$497.70	\$32.35	\$0.00	0.00%	\$530.05
D-	12	D-8		Pressure Meter Kit	2	\$615.00	\$1,230.00	\$79.95	\$854.98	50.00%	\$854.98
D-	13	D-7		Rubber Mallet	2	\$7.50	\$30.00	\$1.95	\$0.00	0.00%	\$31.95
D-	14	D-8		Pressure Meter Calibration	2	\$50.00	\$100.00	\$6.50	\$0.00	0.00%	\$106.50
D-	15	D-7		Slump Cone Kit	2	\$164.90	\$329.80	\$21.44	\$0.00	0.00%	\$351.24
D-	16	D-7		Slump Cone Calibration	2	\$30.00	\$60.00	\$3.80	\$0.00	0.00%	\$63.80
D-	17	D-8		3/8" Tamping Rod	4	\$9.95	\$27.80	\$1.81	\$0.00	0.00%	\$29.61
D-	18	D-13		Auto Level w/Tripod & Rod	1	\$900.43	\$900.43	\$58.53	\$479.48	50.00%	\$479.48
D-	19	D-6		Smart Level w/Case	2	\$144.30	\$288.60	\$18.78	\$0.00	0.00%	\$307.38
D-	20	D-14		Digital Wheel	4	\$128.74	\$514.96	\$33.47	\$0.00	0.00%	\$548.43
D-	21	D-14		Wheelbarrow	4	\$124.95	\$499.80	\$32.49	\$0.00	0.00%	\$532.29
D-	22	D-12		48" Level	4	\$10.75	\$43.00	\$2.80	\$0.00	0.00%	\$45.80
D-	23	D-15		25' Measuring Tape	7	\$19.97	\$139.79	\$9.09	\$0.00	0.00%	\$148.88
D-	24	D-15		100' Measuring Tape	1	\$18.97	\$18.97	\$1.10	\$0.00	0.00%	\$18.07
D-	25	D-15		8' Wood Rule	7	\$13.97	\$97.79	\$6.36	\$0.00	0.00%	\$104.15
D-	26	D-15		Shovel	7	\$25.97	\$181.79	\$11.82	\$0.00	0.00%	\$193.61
D-	27	D-15		Post Hole Digger	4	\$44.97	\$179.88	\$11.89	\$0.00	0.00%	\$191.57
D-	28	D-8		Soil Sample Bags (100)	2	\$76.00	\$152.00	\$9.88	\$0.00	0.00%	\$161.88
D-	29	D-9		Concrete Cylinder Molds (36/box) lipped	15	\$27.70	\$415.50	\$27.01	\$0.00	0.00%	\$442.51
D-	30	D-9		Concrete Cylinder Mold Lids lipped	15	\$0.25	\$3.75	\$0.24	\$0.00	0.00%	\$3.99
D-	31	D-16		Safety Harness (2 XL)	2	\$169.00	\$338.00	\$21.97	\$0.00	0.00%	\$359.97
D-	32	D-16		Lanyard (2/harness)	4	\$91.90	\$367.60	\$23.89	\$0.00	0.00%	\$391.49
D-	33	D-9		Concrete Thermometer (Calibrated)	12	\$26.55	\$318.60	\$22.27	\$0.00	0.00%	\$340.87
D-	34	D-10		Infrared Thermometer	1	\$98.50	\$98.50	\$6.40	\$0.00	0.00%	\$104.90
D-	35	D-10		Asphalt Thermometer (Calibrated) 8-inch dial type	12	\$44.25	\$531.00	\$34.52	\$0.00	0.00%	\$565.52
D-	36	D-17		Straight Edge	1	\$132.00	\$132.00	\$8.58	\$0.00	0.00%	\$140.58
D-	37	D-21		Plumb Bob	4	\$13.97	\$55.88	\$3.83	\$0.00	0.00%	\$59.51
D-	38	D-18		Hard Hats	12	\$15.50	\$186.00	\$12.09	\$0.00	0.00%	\$198.09
D-	39	D-19		Safety Vests Class 3 w/company logo	24	\$15.68	\$376.32	\$24.48	\$0.00	0.00%	\$400.78
D-	40	D-12		Marking Spray Paint (6/case)	8	\$31.82	\$254.56	\$16.44	\$0.00	0.00%	\$271.00
D-	41	D-21		Flash Lights	8	\$5.48	\$43.84	\$2.85	\$0.00	0.00%	\$46.69
D-	42	D-20		Field Books	24	\$7.95	\$190.80	\$12.40	\$0.00	0.00%	\$203.20
D-	43	D-21		Hammer - Sledge (6 lb)	3	\$19.97	\$59.91	\$3.89	\$0.00	0.00%	\$63.80
D-	44	D-21		Hammer - Sledge (10 lb)	1	\$31.97	\$31.97	\$2.08	\$0.00	0.00%	\$34.05
D-	45	D-21		Portable Water Chest 5 gallon	4	\$24.89	\$99.56	\$6.47	\$0.00	0.00%	\$106.03
D-	46	D-22		Paint dry film thickness gauge	0	\$495.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
D-	47	D-23		Titan 30X Pocket Measuring Microscope	1	\$125.00	\$125.00	\$8.13	\$0.00	0.00%	\$133.13
D-	48	D-24		Concrete Crack Width Ruler 0.004-0.100"	2	\$11.00	\$22.00	\$1.43	\$0.00	0.00%	\$23.43
D-	49	D-25		Environmental Meter	0	\$268.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
D-	50	D-26		Torque Wrench	0	\$795.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
D-	51	D-27		Torque Multiplier	0	\$825.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
D-	52	D-28		Video Capable Drone	0	\$1,258.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
D-	53	D-29		Video Camera - GoPro	1	\$429.00	\$429.00	\$27.89	\$0.00	0.00%	\$456.89
D-	54	D-30		GoPro accessories=case, truck mount, memory stick	1	\$91.97	\$91.97	\$5.98	\$0.00	0.00%	\$97.95
D-	55	D-33		Garden Hose 50 ft	1	\$24.97	\$24.97	\$1.62	\$0.00	0.00%	\$26.59
D-	56	D-33		Hose Spray Nozzle	1	\$8.97	\$8.97	\$0.58	\$0.00	0.00%	\$9.55
D-	57	D-31 & D-32		Roller Meter with scoop, tamping rod	0	\$689.80	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
D-	58	D-31		Tally counter	3	\$13.75	\$41.25	\$2.68	\$0.00	0.00%	\$43.93
D-	59	D-31		Concrete Cylinder Transport case	2	\$17.80	\$35.60	\$2.31	\$0.00	0.00%	\$37.91
D-	60	D-33		Ear Plugs 1 box/employee	13	\$4.98	\$64.74	\$4.19	\$0.00	0.00%	\$68.97
D-	61	D-34		Measuring tape 250 or 300 ft fabric (only have 100 ft so far)	1	\$25.46	\$25.46	\$1.65	\$0.00	0.00%	\$27.11
D-	62	D-12 & D-34		String line level with string line (\$2.99 + \$6.97)	1	\$9.96	\$9.96	\$0.65	\$0.00	0.00%	\$10.61
D-	63	D-34		Rein Gear 1/employee	13	\$17.12	\$222.56	\$14.47	\$0.00	0.00%	\$237.03
D-	64	D-34		Safety glasses 1/employee	13	\$5.96	\$77.48	\$5.04	\$0.00	0.00%	\$82.52
D-	65	D-34		Tarp for wheel barrow	4	\$14.48	\$57.92	\$3.78	\$0.00	0.00%	\$61.68
D-	66	D-35		Digital camera, bag, memory stick 16 GB	0	\$110.97	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
D-	67	D-34		Tarpeds level	4	\$4.47	\$17.88	\$1.16	\$0.00	0.00%	\$19.04
D-	68	D-36		Standard Manual Hammer - Soil Cement	1	\$71.70	\$71.70	\$4.66	\$0.00	0.00%	\$76.36
D-	69	D-37		Scale - Soil Cement	1	\$90.00	\$90.00	\$5.85	\$0.00	0.00%	\$95.85
D-	70	D-38		Split Mold - Soil Cement	1	\$129.50	\$129.50	\$8.42	\$0.00	0.00%	\$137.92

SUBTOTAL

\$19,156.50

Total Prime Billable/Reimbursable Expenses (See also Billable Expense sheet) \$125,677.30

Total Prime Expenses (Lump Sum)(excludes Billable Exp and Limiting Exp) \$54,897.22

Total Prime Expenses \$ 180,674.52

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019
CFX PROJECT NO. 528-313

EXPENSES

Section #	ITEM #	Page #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	%	TOTAL COST
sub1	CDM			Monthly Vehicles & Portable Communications (Billable Expense)							
				Section C							
CDM	1	C-1 to C-3		Senior Inspector No. 2, 4x4 Pick Up - FDOT Guideline	16	\$558.00	\$8,928.00	\$0.00	\$0.00	0.00%	\$8,928.00
CDM	2	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Senior Inspector No. 2	16	\$261.24	\$4,179.84	\$0.00	\$0.00	0.00%	\$4,179.84
CDM	3	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Senior Inspector No. 2	0	\$182.19	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
CDM	4	C-4 to C-20		Tolls Senior Inspectors	16	\$86.80	\$1,089.60	\$0.00	\$0.00	0.00%	\$1,089.60
CDM	5	C-21 to C-23		Cell Phones Monthly Service - Senior Inspector No. 2	16	\$45.00	\$720.00	\$47.00	\$0.00	0.00%	\$767.00
CDM	6	C-21 to C-23		Cell Phone (Purchase) - Senior Inspector No. 2	1	\$109.00	\$109.00	\$7.00	\$0.00	0.00%	\$116.00
CDM	7	C-24 to C-25		Laptop monthly service fee (3G/4G) network - Senior Inspector No. 2	16	\$45.00	\$720.00	\$48.80	\$0.00	0.00%	\$768.80
CDM	8	B2-5		Laptop - Senior Inspector No. 2	1	\$599.99	\$599.99	\$39.00	\$0.00	0.00%	\$638.99
CDM	9	B2-6		Microsoft Office 365	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
CDM	10	B2-11		Antivirus Software	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
CDM	11	B2-16		Portable Inverter	1	\$28.99	\$28.99	\$1.75	\$0.00	0.00%	\$30.74
CDM	12	C-26		Fire Extinguishers	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
CDM	13	C-27		First Aid Kits	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
CDM	14	C-28		Vehicle Signs	1	\$125.00	\$125.00	\$8.13	\$68.57	50.00%	\$66.57
CDM	15	C-29		Tool Boxes	1	\$127.20	\$127.20	\$8.27	\$67.74	50.00%	\$68.74
CDM	16	C-30		Strobe Lights	1	\$275.89	\$275.89	\$0.00	\$137.95	50.00%	\$137.95

Billable Expense Reimbursement Rates \$/Man-Month

Senior Inspector Total \$ \$16,958.08 Man Months 16.0 \$/Man-Hr. \$ 6.42

sub2 Civil Site

Monthly Vehicles & Portable Communications (Billable Expense)

Section C											
Civil Site	1	C-1 to C-3		Inspector No. 5, 4x4 Pick Up - FDOT Guideline	21	\$558.00	\$11,718.00	\$0.00	\$0.00	0.00%	\$11,718.00
Civil Site	2	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Inspector No. 5	21	\$274.13	\$5,756.68	\$0.00	\$0.00	0.00%	\$5,756.68
Civil Site	3	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Inspector No. 5	0	\$182.19	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Civil Site	4	C-1 to C-3		Tolls Inspectors	21	\$178.80	\$3,712.80	\$0.00	\$0.00	0.00%	\$3,712.80
Civil Site	5	C-21 to C-23		Cell Phones Monthly Service - Inspector No. 5	21	\$45.00	\$945.00	\$81.43	\$0.00	0.00%	\$1,026.43
Civil Site	6	C-21 to C-23		Cell Phone (Purchase) - Inspector No. 5	1	\$109.00	\$109.00	\$7.09	\$0.00	0.00%	\$116.09
Civil Site	7	C-24 to C-25		Laptop monthly service fee (3G/4G) network - Inspector No. 5	21	\$45.00	\$945.00	\$81.43	\$0.00	0.00%	\$1,026.43
Civil Site	8	B2-5		Laptop - Inspector No. 5	1	\$599.99	\$599.99	\$39.00	\$0.00	0.00%	\$638.99
Civil Site	9	B2-6		Microsoft Office 365	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
Civil Site	10	B2-11		Antivirus Software	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
Civil Site	11	B2-16		Portable Inverter	1	\$28.99	\$28.99	\$1.75	\$0.00	0.00%	\$30.74
Civil Site	12	C-26		Fire Extinguishers	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
Civil Site	13	C-27		First Aid Kits	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
Civil Site	14	C-28		Vehicle Signs	1	\$125.00	\$125.00	\$8.13	\$68.57	50.00%	\$66.57
Civil Site	15	C-29		Tool Boxes	1	\$127.20	\$127.20	\$8.27	\$67.74	50.00%	\$68.74
Civil Site	16	C-30		Strobe Lights	1	\$275.89	\$275.89	\$0.00	\$137.95	50.00%	\$137.95

Billable Expense Reimbursement Rates \$/Man-Month

Inspector Total \$ \$24,448.07 Man Months 21.0 \$/Man-Hr. \$ 7.08

sub3 Mehta

Monthly Vehicles & Portable Communications (Billable Expense)

Section C											
Mehta	1	C-1 to C-3		Inspector No. 7, 4x4 Pick Up - FDOT Guideline	15	\$558.00	\$8,370.00	\$0.00	\$0.00	0.00%	\$8,370.00
Mehta	2	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Inspector No. 7	15	\$274.13	\$4,111.92	\$0.00	\$0.00	0.00%	\$4,111.92
Mehta	3	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Inspector No. 7	15	\$182.19	\$2,732.85	\$0.00	\$0.00	0.00%	\$2,732.85
Mehta	4	C-1 to C-3		Tolls Inspectors	15	\$178.80	\$2,682.00	\$0.00	\$0.00	0.00%	\$2,682.00
Mehta	5	C-21 to C-23		Cell Phones Monthly Service - Inspector No. 7	15	\$45.00	\$675.00	\$44.00	\$0.00	0.00%	\$719.00
Mehta	6	C-21 to C-23		Cell Phone (Purchase) - Inspector No. 7	1	\$109.00	\$109.00	\$7.00	\$0.00	0.00%	\$116.00
Mehta	7	C-24 to C-25		Laptop monthly service fee (3G/4G) network - Inspector No. 7	15	\$45.00	\$675.00	\$43.88	\$0.00	0.00%	\$718.88
Mehta	8	B2-5		Laptop - Inspector No. 7	1	\$599.99	\$599.99	\$39.00	\$0.00	0.00%	\$638.99
Mehta	9	B2-6		Microsoft Office 365	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
Mehta	10	B2-11		Antivirus Software	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
Mehta	11	B2-16		Portable Inverter	1	\$28.99	\$28.99	\$1.75	\$0.00	0.00%	\$30.74
Mehta	12	C-26		Fire Extinguishers	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
Mehta	13	C-27		First Aid Kits	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
Mehta	14	C-28		Vehicle Signs	1	\$125.00	\$125.00	\$8.13	\$68.57	50.00%	\$66.57
Mehta	15	C-29		Tool Boxes	1	\$127.20	\$127.20	\$8.27	\$67.74	50.00%	\$68.74
Mehta	16	C-30		Strobe Lights	1	\$275.89	\$275.89	\$17.93	\$148.91	50.00%	\$148.91

Billable Expense Reimbursement Rates \$/Man-Month

Inspector Total \$ \$20,561.25 Man Months 15.0 \$/Man-Hr. \$ 8.31

sub5 PICS

Monthly Vehicles & Portable Communications (Billable Expense)

Section C											
Mehta	1	C-1 to C-3		Inspector Aide No. 8, 4x4 Pick Up - FDOT Guideline	18	\$558.00	\$10,044.00	\$0.00	\$0.00	0.00%	\$10,044.00
Mehta	2	C-1 to C-3		Oper. & Maint. Allowance, FDOT guidelines - Inspector Aide No. 8	18	\$274.13	\$4,934.34	\$0.00	\$0.00	0.00%	\$4,934.34
Mehta	3	C-1 to C-3		Insurance and Licensure, FDOT guidelines - Inspector Aide No. 8	0	\$182.19	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Mehta	4	C-1 to C-3		Tolls Inspectors	18	\$178.80	\$3,182.40	\$0.00	\$0.00	0.00%	\$3,182.40
Mehta	5	C-21 to C-23		Cell Phones Monthly Service - Inspector Aide No. 8	18	\$45.00	\$810.00	\$53.00	\$0.00	0.00%	\$863.00
Mehta	6	C-21 to C-23		Cell Phone (Purchase) - Inspector Aide No. 8	1	\$109.00	\$109.00	\$7.00	\$0.00	0.00%	\$116.00
Mehta	7	C-24 to C-25		Laptop monthly service fee (3G/4G) network - Inspector Aide No. 8	18	\$45.00	\$810.00	\$52.85	\$0.00	0.00%	\$862.85
Mehta	8	B2-5		Laptop - Inspector Aide No. 8	1	\$599.99	\$599.99	\$39.00	\$0.00	0.00%	\$638.99
Mehta	9	B2-6		Microsoft Office 365	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
Mehta	10	B2-11		Antivirus Software	1	\$69.99	\$69.99	\$4.55	\$0.00	0.00%	\$74.54
Mehta	11	B2-16		Portable Inverter	1	\$28.99	\$28.99	\$1.75	\$0.00	0.00%	\$30.74
Mehta	12	C-26		Fire Extinguishers	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
Mehta	13	C-27		First Aid Kits	1	\$19.99	\$19.99	\$1.30	\$0.00	0.00%	\$21.29
Mehta	14	C-28		Vehicle Signs	1	\$125.00	\$125.00	\$8.13	\$68.57	50.00%	\$66.57
Mehta	15	C-29		Tool Boxes	1	\$127.20	\$127.20	\$8.27	\$67.74	50.00%	\$68.74
Mehta	16	C-30		Strobe Lights	1	\$275.89	\$275.89	\$17.93	\$148.91	50.00%	\$148.91

Billable Expense Reimbursement Rates \$/Man-Month

Inspector Aide Total \$ \$21,142.99 Man Months 18.0 \$/Man-Hr. \$ 7.12

Exhibit C

Vehicle Jobsite Tolls Estimate

CFX 528-313 - Office to be TBD

*See Attached Map with E-Pass Tolls

Toll Schedule

SR 528/Monument Parkway	Project Review	\$ 1.67 *
SR 528/Monument Parkway	to Laboratory	\$ 2.75 *
SR 528/Monument Parkway	to CFX	\$ 2.51 *
SR 528/Monument Parkway	to EOR	\$ 2.51 *

Tolls per trip to Review Project	\$ 3.33	round trip to / from Monument Parkway
Tolls per trip to Laboratory	\$ 5.50	roundtrip to Elipsis facility
Tolls per trip to Client Office	\$ 5.02	roundtrip to CFX HQ
Tolls per trip to EOR Office	\$ 5.02	roundtrip to Balmoral Group

Miles Schedule

	Miles	
Miles per trip to Project Review	25.0	roundtrip
Miles per trip to Laboratory	64.8	roundtrip
Miles per trip to Field	5	roundtrip
Miles per trip to CFX	31.6	roundtrip
Miles per trip to EOR Office	46.6	roundtrip

Resident

	Trips	Miles	Tolls	
Morning Review of Project	0.5	12.5	\$ 1.670	
Evening Review of Project	0.5	12.5	\$ 1.670	
Trip to Contractor Field Office	0	0	\$ -	
Trip to Field	2	10	\$ -	
Trip to Client Office	1	31.6	\$ 5.020	- One (1) Trip to CFX per week
Trip to EOR Office	0.5	23.3	\$ 2.510	- Two (2) Trips to EOR per month
Total Tolls per Day			\$ 3.340	
Total Miles per Day		35		
Total Tolls per Week			\$ 22.980	
Total Miles per Week		218.25		
Total Tolls per Month			\$ 91.92	
Total Miles per Month (RE)		873		

Project Administrator	Trips	Miles	Tolls	
Morning Review of Project	0.5	12.5	\$	1.670
Evening Review of Project	0.5	12.5	\$	1.670
Trip to Contractor Field Office	0	0	\$	-
Trip to Field	4	20	\$	-
Trip to Client Office	0.5	15.8	\$	2.510 - Two (2) Trips to CFX per month
Trip to EOR Office	0.5	23.3	\$	2.510 - Two (2) Trips to EOR per month
Total Tolls per Day			\$	3.340
Total Miles per Day		45		
Total Tolls per Week			\$	19.210
Total Miles per Week		244.55		
Total Tolls per Month			\$	76.84
Total Miles per Month (PA)		978.2		

Senior Inspector	Trips	Miles	Tolls	
Morning Review of Project	0.5	12.5	\$	1.670
Evening Review of Project	0.5	12.5	\$	1.670
Morning Duties with Inspector	2	10	\$	-
Afternoon Duties with Inspector	2	10	\$	-
Trip to Field Office	1	5	\$	-
Coordination of Foremen	2	10	\$	-
Total Tolls per Day			\$	3.340
Total Miles per Day		60		
Total Tolls per Week			\$	16.70
Total Miles per Week		300		
Total Tolls per Month			\$	66.80
Total Miles per Month (Sr. Insp)		1200		

Inspector / Inspector Aide	Trips	Miles	Tolls	
Morning Review of Assigned Crews	0.5	12.5	\$	1.670
Evening Review of Assigned Crews	0.5	12.5	\$	1.670
Morning Duties with Assigned Crews	2	10	\$	-
Afternoon Duties with Assigned Crew	2	10	\$	-
Trip to Field Office	1	5	\$	-
Trip to Material Laboratory	1	64.8	\$	5.500 - one (1) Trip to Lab per week
Total Tolls per Day			\$	8.840
Total Miles per Day		50.0		
Total Tolls per Week			\$	44.200
Total Miles per Week		314.8		
Total Tolls per Month			\$	176.80
Total Miles per Month (Insp / Aide)		1259.2		

Vehicle	Monthly	
	Payment*	License & Insurance*
Economy Pickup 4x4	\$ 558.00	\$182.19

*Based on FDOT vehicle expense allowance guidelines rev. 2014

Operation and Maintenance*

Item	Cost/Mile	Assumption
Fuel	\$ 0.1616	22.09 mpg with price of \$3.57/gal.
Service	\$ 0.0104	at 4,000 mile intervals at cost of \$41.50
Tuneup	\$ 0.0104	at 60,000 mile intervals at cost of \$625
Tires	\$ 0.0203	Replacement at 30,000 miles at \$609
Brakes	\$ 0.0050	Replace pads at 40,000 at \$199
Other	\$ 0.0100	Allow \$100 per 10,000 miles
Total	\$ 0.2177	per mile

Economy Size Pickup (4x4)	Monthly				Total					
	Mileage	O&M	Lic & Ins	Tolls	Months	Mileage	O&M	Lic & Ins	Tolls	Cost
Resident Engineer	873.0	\$ 190.05	\$ 182.19	\$ 91.92	23.0	20079.0	\$ 4,371.15	\$ 4,190.37	\$ 2,114.16	\$ 10,675.68
Project Administrator	978.2	\$ 212.95	\$ 182.19	\$ 76.84	23.0	22498.6	\$ 4,897.85	\$ 4,190.37	\$ 1,767.32	\$ 10,855.54
Sr. Inspector No. 1 (EEC)	1200.0	\$ 261.24	\$ 182.19	\$ 66.80	22.0	26400.0	\$ 5,747.28	\$ 4,008.18	\$ 1,469.60	\$ 11,225.06
Sr. Inspector No. 3 (EEC)	1200.0	\$ 261.24	\$ 182.19	\$ 66.80	18.5	22200.0	\$ 4,832.94	\$ 3,370.52	\$ 1,235.80	\$ 9,439.26
Inspector #4 (EEC)	1259.2	\$ 274.13	\$ 182.19	\$ 176.80	20.0	25184.0	\$ 5,482.60	\$ 3,643.80	\$ 3,536.00	\$ 12,662.40
Inspector #6 (EEC)	1259.2	\$ 274.13	\$ 182.19	\$ 176.80	20.0	25184.0	\$ 5,482.60	\$ 3,643.80	\$ 3,536.00	\$ 12,662.40
Sr. Inspector #2 (CDM)	1200.0	\$ 261.24	\$ 182.19	\$ 66.80	16.0	19200.0	\$ 4,179.84	\$ 2,915.04	\$ 1,068.80	\$ 8,163.68
Inspector #5 (Civil Site)	1259.2	\$ 274.13	\$ 182.19	\$ 176.80	21.0	26443.2	\$ 5,756.68	\$ 3,825.99	\$ 3,712.80	\$ 13,295.47
Inspector #7 (Mehta)	1259.2	\$ 274.13	\$ 182.19	\$ 176.80	15.0	18888.0	\$ 4,111.92	\$ 2,732.85	\$ 2,652.00	\$ 9,496.77
Inspector #8 (PICS)	1259.2	\$ 274.13	\$ 182.19	\$ 176.80	18.0	22665.6	\$ 4,934.34	\$ 3,279.42	\$ 3,182.40	\$ 11,396.16
Totals		\$ 49,797.20	\$ 35,800.34	\$ 24,274.88						\$ 109,872.42

Exhibit C

Consultant: Elipsis Engineering & Consulting, LLC

Contract: Project No: 528-313



Personnel Classification/ Name	Discipline	Firm	Estimated Construction 21 Months																					Total Months / Calendar Year			Total Months	Total Hours		
			2016							2017														2018						
			Pre	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	Post	2016	2017	2018		
Resident Engineer/ Chris Nolan	CM Manager	EEC	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	8.0	12.0	3.0	23.0	3795.0
Project Administrator/ Armando Perez	Roadway	EEC	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	8.0	12.0	3.0	23.0	3795.0
Contract Support Specialist/ Jeffrey Hinkle	Project Records	EEC	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	8.0	12.0	3.0	23.0	3795.0
Administrative / Clerical Sandy Perez	Admin	EEC	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	6.4	9.6	2.4	18.4	3036.0
Sr. Inspector (1) Roadway Mike Allen	Roadway	EEC	0.5	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	7.5	12.0	2.5	22.0	3630.0
Sr. Inspector (2) Bridge Jeffrey Faith	Bridge	CDM					1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		4.0	12.0	0.0	16.0	2640.0
Sr. Inspector (3) ITS / Utility Gerry Ang	Roadway	EEC					1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	0.5	4.0	12.0	2.5	18.5	3052.5
Inspector (4) Roadway Anthony Munoz	Roadway	EEC		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		7.0	12.0	1.0	20.0	3300.0
Inspector (5) Roadway Tim Bartheaux	Roadway	CS		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		7.0	12.0	2.0	21.0	3465.0
Inspector (6) Bridge Steve Chapman	Bridge	EEC			1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		6.0	12.0	2.0	20.0	3300.0
Inspector (7) Toll Plaza Bakr Ebrahim	Toll Plaza	Mehta						1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		2.0	12.0	1.0	15.0	2475.0
Inspector Aide (8) TBD	Roadway	PICS			1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0		6.0	12.0	0.0	18.0	2970.0
Inspector (9) Coating Carlos Magno	Coating	AE										1.0	1.0													6.0	12.0	0.0	18.0	2970.0
Inspector (10) Protective Coating Specialist / Kevin Schweikhart	Coating	AE			0.2								0.1	0.1												0.0	2.0	0.0	2.0	330.0
Totals in Man Months			4.3	7.0	8.8	8.8	10.8	10.8	11.8	11.8	11.8	12.9	12.9	11.8	11.8	11.8	11.8	11.8	11.8	11.8	11.8	11.8	9.8	7.8	4.8	0.2	0.2	0.0	0.4	66.0
Note: Hours based upon 165 Hrs/Month																											240.3	39649.5		

Note: Hours based upon 165 Hrs/Month

Exhibit C

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

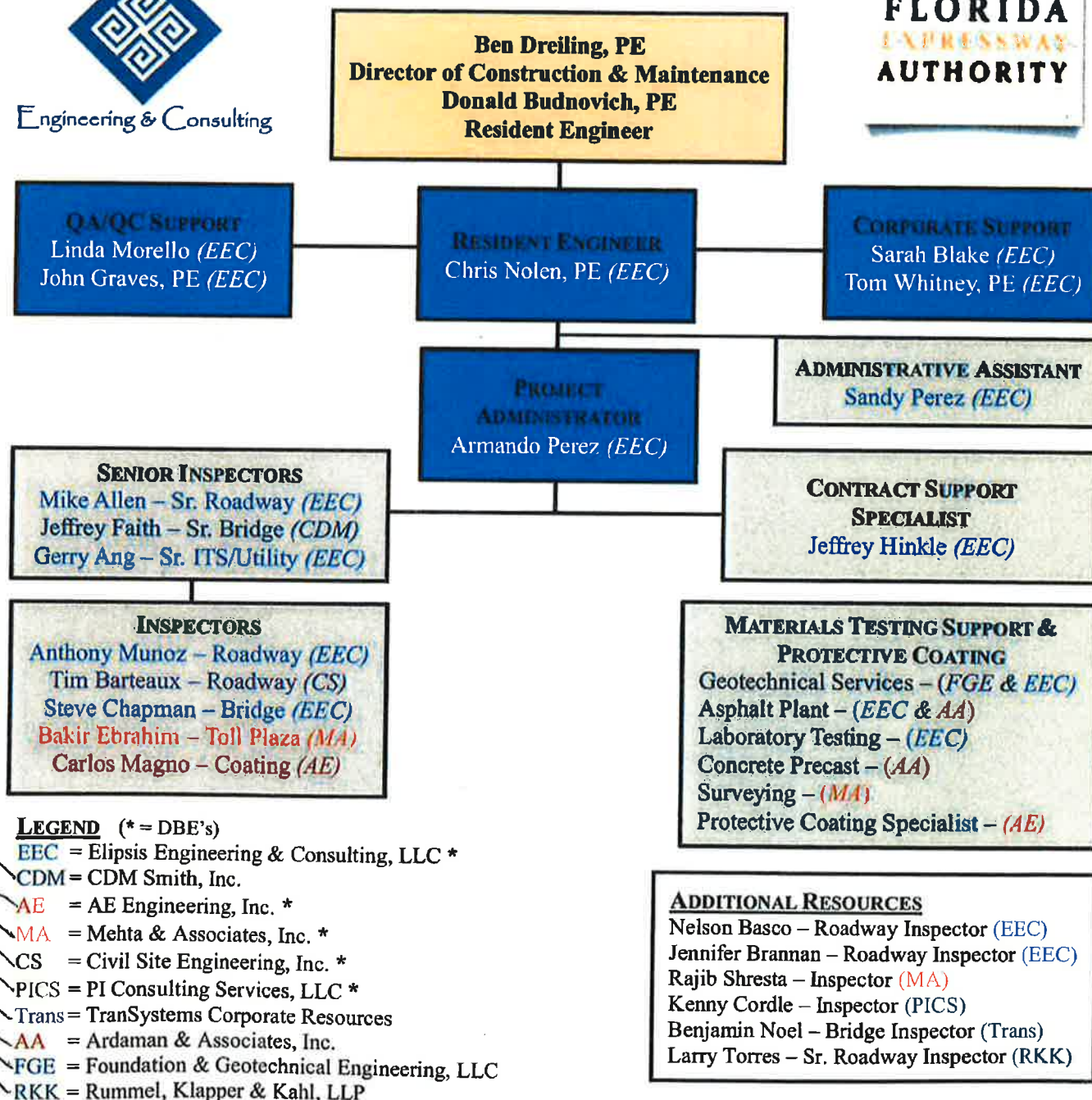
CHART 2.1

ELIPSIS



Engineering & Consulting

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY



ELIPSIS ENGINEERING & CONSULTING, LLC


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 


DATE: March 29, 2016


SUBJECT: Approval of Utility Adjustment Agreement in Support of
S.R. 528 / Innovation Way Interchange; Project 528-313, Contract No. 001022
Contract No. 001199

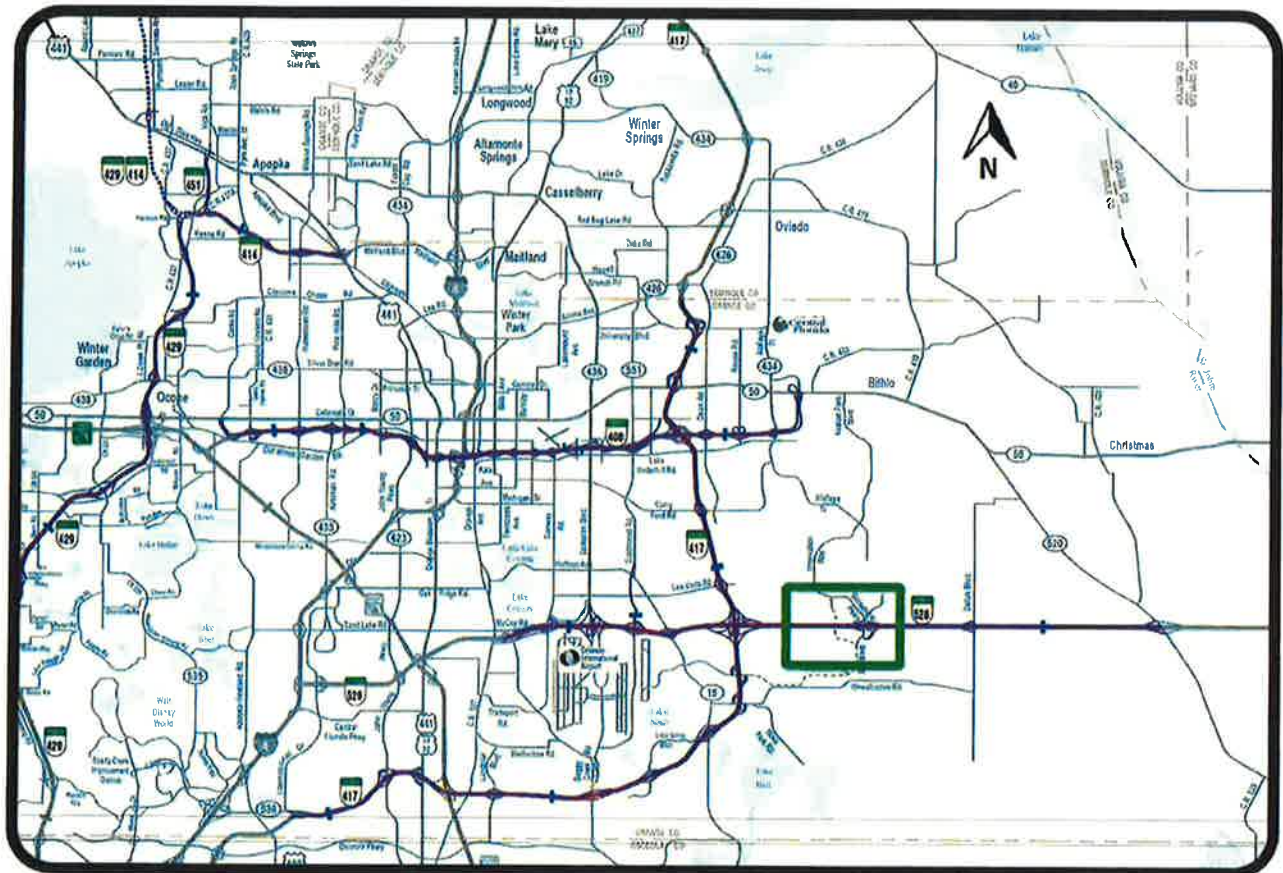
Board approval is requested for CFX to enter into a Utility Adjustment Agreement with Orange County as part of the S.R. 528 / Innovation Way Interchange construction project. This agreement provides for reimbursement to CFX from Orange County related to utility work to be constructed by the CFX contractor on behalf of Orange County.

In June of 2014, CFX, Orange County and Suburban Land Reserve (SLR) entered into the Amended and Restated 2006 Innovation Way /Beachline Interchange Agreement. As a part of that agreement, it was understood that it was Orange County's desire for the CFX contractor of the S.R. 528 / Innovation Way Interchange project to also construct certain utilities on behalf of Orange County. Such utility work by the CFX contractor would be reimbursable to CFX from Orange County.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 528 / Innovation Way Interchange (528-313)

UTILITY ADJUSTMENT AGREEMENT

THIS UTILITY ADJUSTMENT AGREEMENT (the "Agreement") is made and entered into as of the date of last execution below ("Effective Date") by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the "COUNTY"), whose address is 201 South Rosalind Avenue, Orlando, Florida, 32801 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, Florida 32807. COUNTY and CFX may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the COUNTY, Orlando-Orange County Expressway Authority ("OOCEA"), predecessor-in-interest to CFX, and Suburban Land Reserve, Inc. ("SLR") entered into that certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, which was approved by SLR on May 27, 2014, by COUNTY on June 10, 2014, and by OOCEA on June 12, 2014, with an effective date of June 12, 2014; and

WHEREAS, the COUNTY, CFX and SLR entered into that certain First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement which was approved by SLR on August 13, 2015, by COUNTY on September 15, 2015, and by CFX on October 8, 2015, with an effective date of October 8, 2015; and

WHEREAS, CFX plans to construct the SR 528 Innovation Way Interchange (the "Project") known as CFX Project # 528-313; and

WHEREAS, COUNTY desires to install a twenty-four inch ductile iron reclaimed water line and appurtenant facilities (the "Facilities") in conjunction with the Project; and

WHEREAS, the Parties intend to cooperate and coordinate the construction and installation of the Facilities (the "Utilities Project")

WHEREAS, CFX has designed the Project and the COUNTY has designed the Utilities Project (the "Plans") as shown in **Exhibit "A,"** attached hereto and made a part hereof by reference, for inclusion in the Project to be performed or caused to be performed by CFX; and

WHEREAS, the Parties desire to formalize the terms and conditions whereby the Parties shall coordinate the construction of the Utilities Project by CFX, at the COUNTY'S expense.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, of which the Parties acknowledge the receipt and sufficiency, CFX and the COUNTY hereby, agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Bidding and Selection of Construction Contractor.** CFX is in the process of competitively bidding the construction of the Project with the inclusion of the Utilities Project. Bidders will be financially responsible and able to furnish payment and performance bonds. The bids will provide a separate itemized cost for the Utilities Project based on the separate "breakout" schedule prepared by the COUNTY.

CFX will award the contract to the successful low bidder and will provide copies of the construction contractor's bid to the COUNTY. The COUNTY will review and approve the bid with respect to the Utilities Project. If the COUNTY decides not to approve the bid, then the Utilities Project will be removed from the construction of the Project and this Agreement will be terminated, and neither Party shall have any further obligation or liability to the other Party as a consequence of the termination of this Agreement.

3. **The Utilities Project**

- a. **Construction of the Facilities within CFX Right-of-Way (ROW).** The COUNTY desires to install approximately five thousand linear feet of twenty-four-inch ductile iron reclaimed water main in the Innovation Way right-of-way and portions of CFX right-of-way between stations 506+38 and 550+22, 51 RT on Innovation Way as depicted in the Plans, at the COUNTY's expense.
- b. **County Costs.** An engineer's estimate of the Utility Project costs total \$1,974,518 as more specifically set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference (the "Utility Cost Estimate"). The COUNTY shall be responsible for the actual construction costs plus two percent (2%) of the actual construction costs for Construction, Engineering and Inspection ("CEI") services related to the Utilities Project. The Parties acknowledge and agree that **Exhibit "B"** is an estimate of Utilities Project costs and the COUNTY shall reimburse CFX for actual construction costs, which is estimated at a not-to-exceed amount of \$1,974,518, plus a maximum of \$39,490 for CEI costs (combined maximum not-to-exceed amount of \$2,014,008). In the event that the actual reimbursable costs exceed the Utility Cost Estimate plus the CEI costs, CFX shall provide COUNTY with notice and COUNTY shall have the option of terminating this Agreement or pursuing approval for additional funds in excess of the maximum not-to-exceed amount.

4. **Utilities Project Construction Items.** The following shall also apply in the performance of the Utilities Project:

- a. In the event that the Plans are required to be revised in any way, the Parties shall cooperate in good faith to expedite the review and such necessary revisions to ensure that: (i) the location, construction and operation of the Facilities are harmonized with the Project plans and design and construction of the Project in accordance with all applicable laws; (ii) the work schedule is synchronized with

the construction schedule for the Project; (iii) the construction of the Project and the Utilities Project are accomplished in an expedient and cost-effective manner so as to limit, to the extent reasonably practical, costs of land acquisition, design and construction and to minimize impacts to the Project, the Facilities, and adjacent landowners.

- b. CFX, at the COUNTY'S expense, shall obtain all such permits and approvals necessary for the Utilities Project.
- c. The COUNTY's Facilities shall be available for use by the COUNTY upon completion of construction and acceptance by the COUNTY of the Utilities Project.
- d. CFX will designate a CEI firm for the Project, as the point of contact for the COUNTY in all matters related to the Utilities Project and the Project, and the COUNTY has appointed its Orange County Utilities Engineering Division Manager (or his/her designee) as the point of contact for CFX and its contractors in all matters related to the Utilities Project and the Project.
- e. CFX shall cause the contractor(s) to commence and diligently perform the Utilities Project to completion in accordance with the Plans, the Utilities Plans, CFX standards, and CFX's work schedule; provided, however, in the event that completion of the Utilities Project is delayed by events of force majeure (as defined below) or for other reasons, the completion date shall be extended one day for each day of delay caused by such events. The Parties shall cooperate to harmonize construction of the Facilities with the construction or proposed construction of the Project improvements.
- f. Subject to terms and conditions of this Agreement, CFX or its contractor shall construct certain Facilities that will lie partly or totally within or across the proposed Project right-of-way. To the extent that any Facilities are located in portions of property or rights-of-way owned by CFX, CFX will grant the COUNTY a right to access its Facilities for inspection, maintenance and repair, upon submittal and approval of CFX's Application for Right of Entry. In the event a future CFX project requires COUNTY to relocate the Facilities, COUNTY shall be obligated to move, remove, or relocate its Facilities at its sole cost and expense and COUNTY's right of access shall be terminated.
- g. Within sixty days after the completion of the Project, CFX shall provide COUNTY with as-builts and certifications from a project engineer duly licensed in the State of Florida that the installation and encasement of the Facilities has been completed in accordance with the Plans, and all applicable permits and laws.
- h. As soon as possible after the completion of the Utilities Project, CFX shall provide the COUNTY with a detailed final statement of all costs and expenses incurred by CFX in connection with the construction and CEI for the Utilities

Project (the "Cost Statement"), together with all supporting documentation of such costs and expenditures. The Cost Statement and supporting records provided by CFX shall be in auditable form in accordance with generally accepted accounting principles. Within sixty days after receipt of the Cost Statement and supporting documentation, the COUNTY shall reimburse CFX for all such costs and expenses actually incurred for the COUNTY'S portion of the Utilities Project (subject to any adjustment if the COUNTY'S audit shows that such cost statement exceeds costs actually incurred or such costs are not reimbursable under the terms of this Agreement). The COUNTY shall make payment for the costs associated with the Utilities Project by issuing a check made payable to CFX, in the amount so expended by CFX, all in accordance with the foregoing. Should the COUNTY object to a reimbursement amount requested by CFX, the COUNTY shall pay the undisputed portion of the amount as set forth above, and the COUNTY shall submit its objections of the disputed portion in writing to CFX within fifteen business days of receipt of the written reimbursement request from CFX. The Parties shall meet in an attempt to resolve disputes with a goal to resolve them within twenty business days of CFX's receipt of the COUNTY's written objections.

5. **Insurance.** Any contractor performing any portion of construction of the Utilities Project shall maintain the following insurance coverage:

- i. Workers Compensation - the contractor shall provide coverage for its employees with statutory limits for Workers' Compensation and not less than \$100,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of CFX and the COUNTY and its agents, employees and officials.
 - ii. Commercial General Liability - the contractor shall provide coverage for all operations including, but not limited to Contractual, Products, Completed Operations, and Personal Injury. The limits will be not less than \$1,000,000 per occurrence. The General Aggregate Limit shall be twice the required occurrence limit.
 - iii. Business Automobile Liability - the contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence.
- a. The CEI firm responsible for signing and sealing the as-built drawings for the Utilities Project shall provide Professional Liability coverage with limits not less than \$1,000,000.
 - b. The COUNTY shall be specifically included as an additional insured under said policies, and said insurance shall include a provision that 30-day notice of cancellation of the coverage shall be provided to CFX and the COUNTY. Renewals of certificates of insurance shall be produced by CFX or its Contractor upon request.

- c. The COUNTY reserves the right to request, and CFX or its Contractor shall produce within fifteen days, proof of the existence of such insurance coverage and certificates verifying the amount and terms of such insurance coverage.
6. **Maintenance.** Upon completion and acceptance of the Project, CFX will have a one-year warranty from the Contractor. CFX shall have no responsibility for the maintenance, operations or repairs of the Facilities upon completion and acceptance of the Project. Neither the COUNTY, nor any employee, contractor nor agent thereof, shall cause any damage to improvements within the Utilities Project, or take any actions that would weaken, diminish or impair the lateral or subjacent support to the Project, or its appurtenant improvements. Without limiting the foregoing, the COUNTY shall be responsible for maintaining, at no cost to CFX, all permits, authorizations and approvals of applicable regulatory agencies necessary for continued operation, use, maintenance and repair of the Facilities.
7. **Limitation of Liability.** Notwithstanding any other provision of this Agreement, in no event shall either party have liability to the other party under this Agreement, whether based in contract, in tort, or otherwise, for any special, incidental, indirect, exemplary or consequential damages. Further, neither party shall be liable to the other in an amount in excess of the total amount estimated or paid, whichever is greater, for the County's portion of the Project.
8. **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 or within three (3) business days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) business 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: Chief of Infrastructure
Telephone: (407) 690-5000

and CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000

COUNTY: ORANGE COUNTY, FLORIDA
Orange County Utilities Department

9150 Curry Ford Road, Suite 300
Orlando, Florida 32825
Attn: Director of Utilities
Telephone: (407) 254-9760

9. **Sovereign Immunity.** Neither Party to this Agreement nor its officers, agents, or employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions and/or negligence of the other Party. CFX and the COUNTY do not waive and retain all defenses and protections provided to them under Florida and other applicable law, including without limitation, the defense of Sovereign Immunity as currently set forth in Section 768.28, Florida Statutes, for tort actions brought against CFX or the COUNTY and such immunity shall be applicable to any claim or action brought under this Agreement even if said claim or action sounds in contract rather than in tort.
10. **Disputes.** All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach shall be resolved in accordance with the steps set forth:
 - (a) negotiation;
 - (b) non-binding mediation; and
 - (c) judicial resolution.
11. **Hazardous Materials.** Neither party shall cause hazardous materials or other potentially hazardous conditions on the property.
12. **General Provisions.** The failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and any custom or practice at variance with the terms hereof, shall not 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 all Parties. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Whenever 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. 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. The COUNTY 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. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the state courts of Orange County, Florida. The Parties agree that each Party is

responsible for its attorney's fees and costs associated with any resolution of any dispute. Time is of the essence in this Agreement and each provision hereof.

13. **Survival of Provisions.** All covenants, representations and warranties set forth in this Agreement 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.
14. **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.
15. **Waiver of Jury Trial.** The Parties voluntarily waive a trial by jury in any litigation or action arising from this Agreement.
16. **Force Majeure.** The Parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by cause or causes beyond the obligated party's reasonable control, which shall include, without limitation, civil commotion, civil disorder, riot, civil disturbance, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, fire or other casualty, and inability to obtain any material or services due to Acts of God. For all monetary issues, there shall be no events of force majeure.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date below.

ORANGE COUNTY, FLORIDA,
By: Board of County Commissioners

By: _____
Teresa Jacobs
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

Print: _____

Date: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**, a public corporation of the State of
Florida

By: _____
Welton Cadwell, Chairman

Date: _____

ATTEST:
Darleen Mazzillo, Executive Secretary

Signature: _____

REVIEWED AND APPROVED BY CFX'S
GENERAL COUNSEL'S OFFICE

By: _____

Date: _____

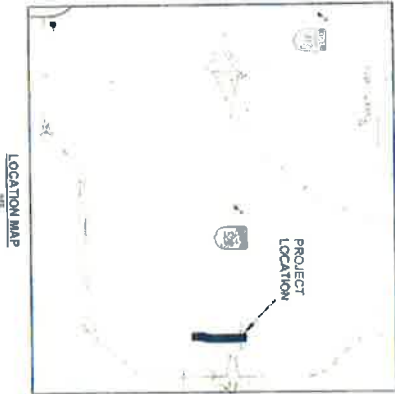
**EXHIBIT “A”
PLANS**

CONSTRUCTION DRAWINGS FOR

SR 528 / INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS

DISTRICT 4

OCTOBER 2015



PREPARED BY:

BFA Environmental Consultants
Barnes, Farber and Associates, Inc.
4230 E. Hillcrest Street, Orlando, FL 32803
P.O. Box 16000
ENGINEERING BUSINESS NO. 6899

CAPITAL PROJECT No. 1483-22

PROJECT SEQUENCE No. 77005

ORANGE COUNTY MAYOR

TERESA JACOBS

BOARD OF COUNTY COMMISSIONERS

DISTRICT 1: COMMISSIONER S. SCOTT BOYD

DISTRICT 2: COMMISSIONER BRYAN NELSON

DISTRICT 3: COMMISSIONER PETE CLARKE

DISTRICT 4: COMMISSIONER JENNIFER THOMPSON

DISTRICT 5: COMMISSIONER TED EDWARDS

DISTRICT 6: COMMISSIONER VICTORIA P. SIPLIN

COUNTY ADMINISTRATOR: AJT LALCHANDANI, P.E.

UTILITIES DIRECTOR: RAYMOND E. HANSON, P.E.

ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

ENGINEER OF RECORD
GEOFFREY J. HENNESSY, P.E.

FLORIDA REGISTRATION NO.
58897

1. ALL UTILITIES FACILITIES CONSTRUCTION CONNECTING TO THE ORANGE COUNTY PUBLIC UTILITIES SYSTEM SHALL CONFORM TO THE ORANGE COUNTY UTILITIES STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL, AND BE ONE OF THE APPROVED PRODUCTS LISTED IN APPENDIX D OF THE MANUAL.

- [illegible]

- [illegible]

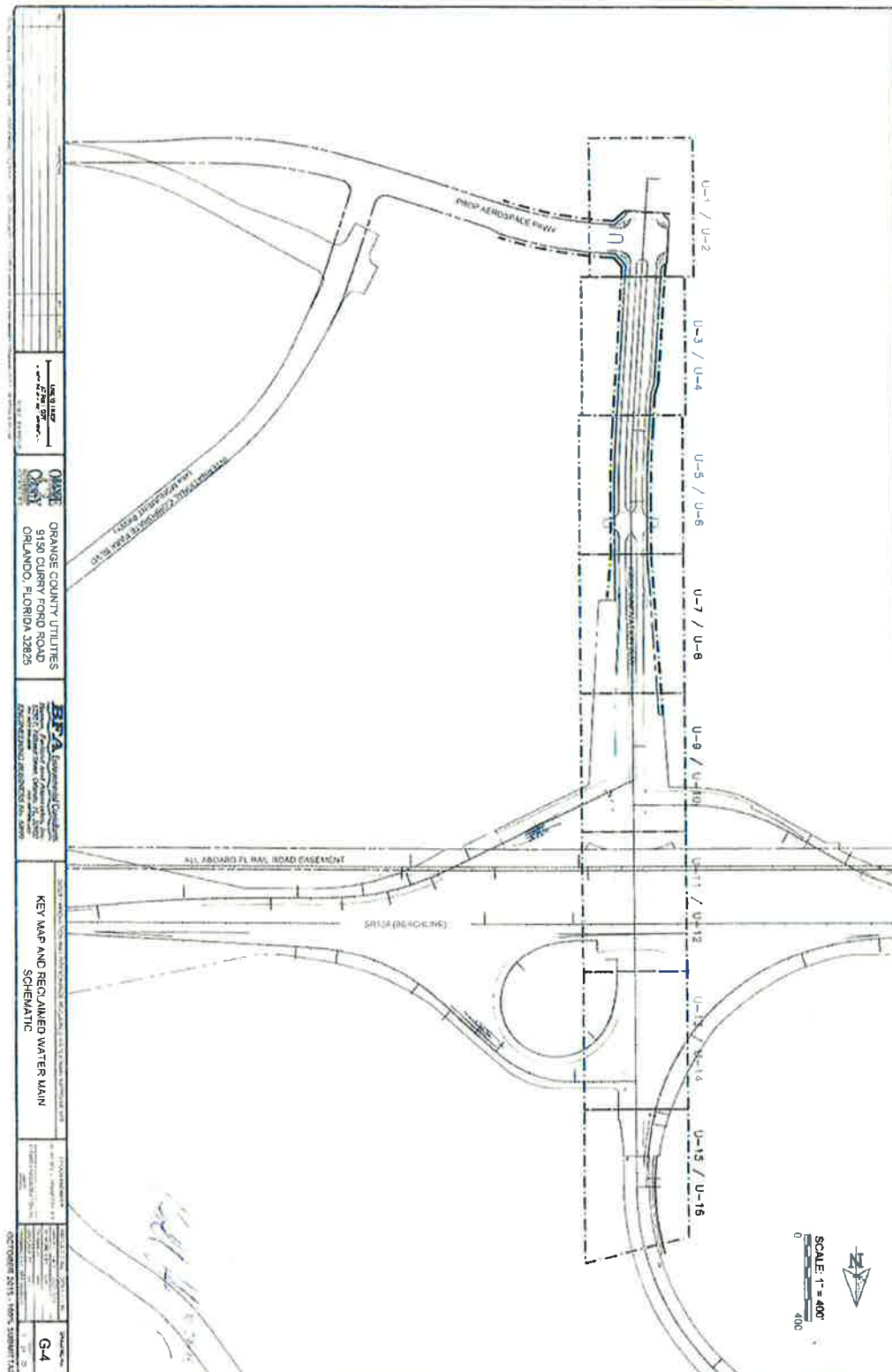
DAMAGE NOTIFICATION:	SPLIT	WATER	BURN	RECOVERED WATER	MIXIN	SPRINK - PRODUCTIONS

* THE GRANGE COUNTY UTILITY DISPATCH OPERATOR (407-866-2777) SHALL BE NOTIFIED IMMEDIATELY IN THE EVENT OF A WATER FORCE MAIN GRAVITY SEWER, OR RECIAMED WATER MAIN BREAK OR DAMAGE.

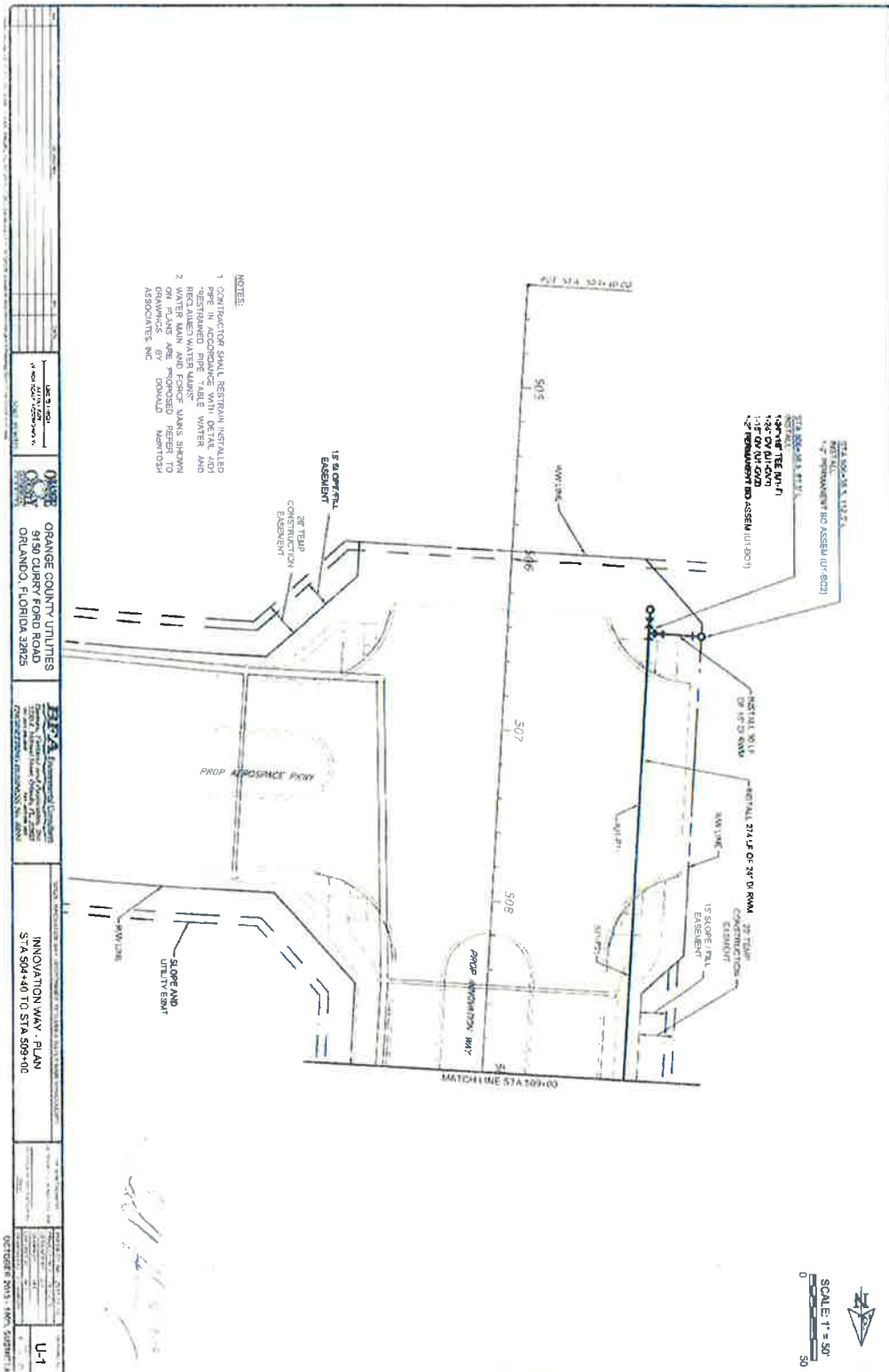
IMMEDIATE REPAIR

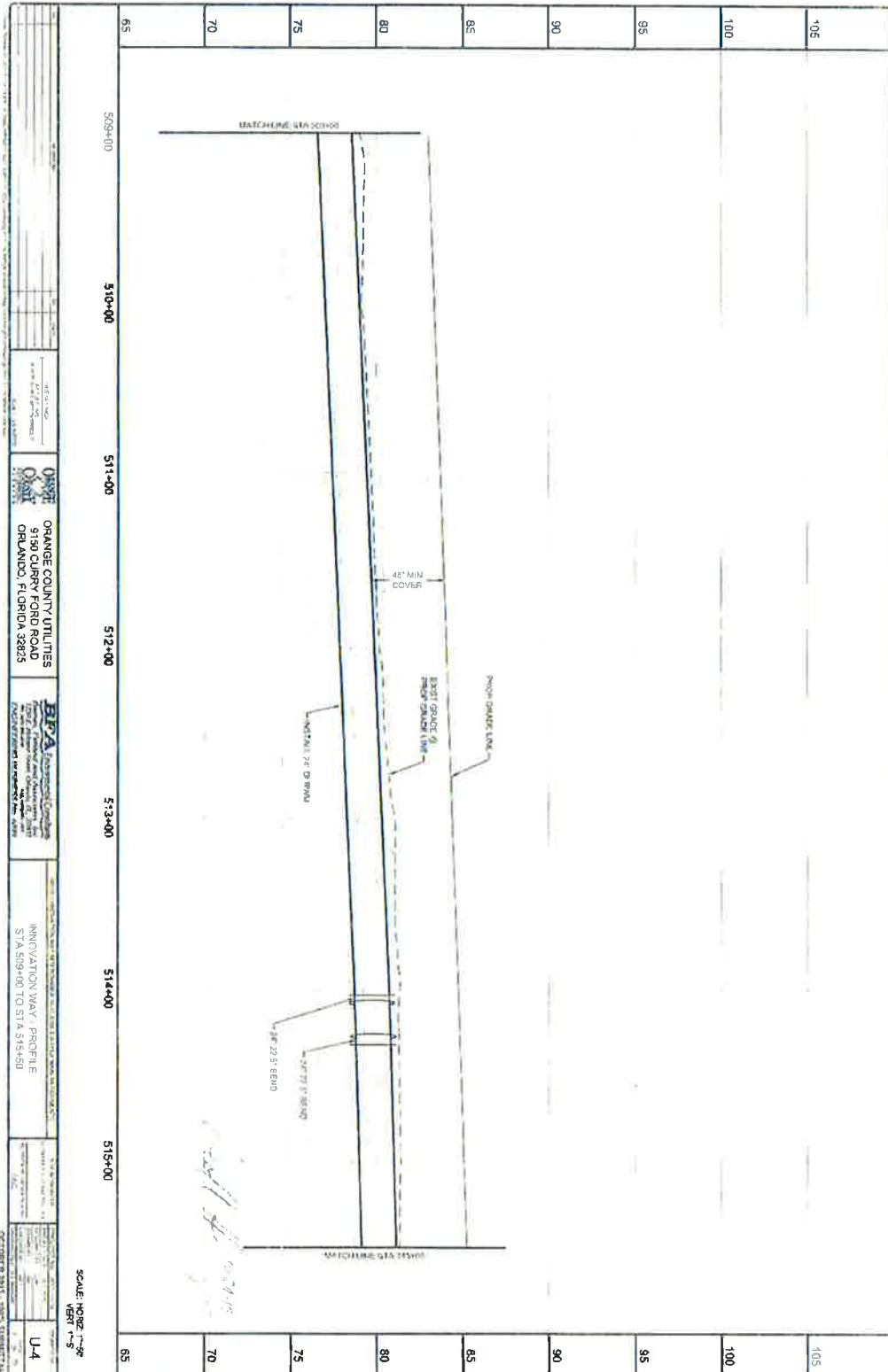
ALL DAMAGE TO ORANGE COUNTY'S MAIN SHALL BE REPAIRED IMMEDIATELY WITHOUT DELAY BY THE CONTRACTOR AT THE CONTRACTORS EXPENSE IF THE REPAIR IS NOT MADE IN A TIMELY AND APPROVED MANNER AS DETERMINED BY THE ORANGE COUNTY UTILITIES INSPECTOR. ORANGE COUNTY MAY PERFORM THE REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR THE REPAIRS.

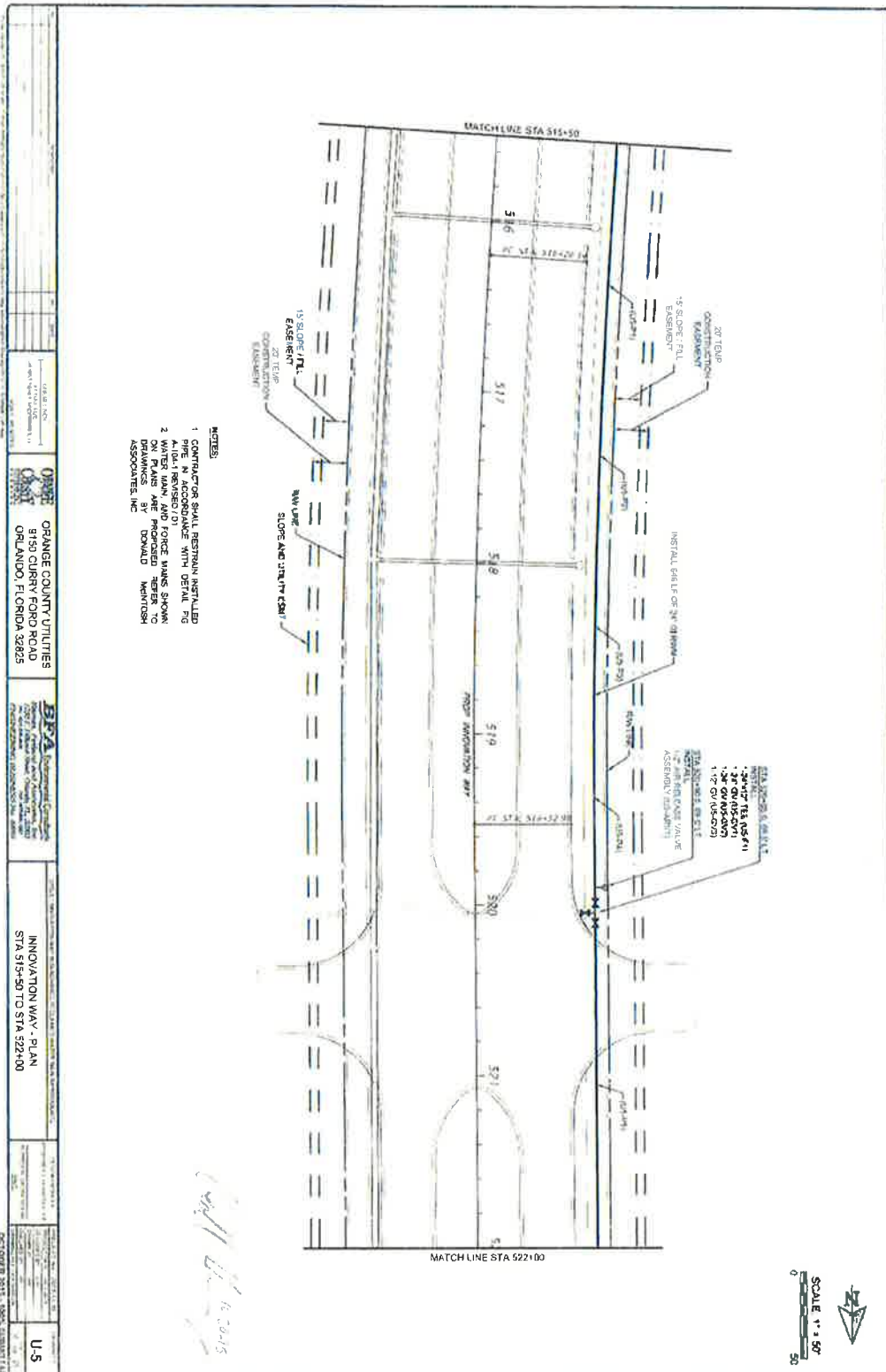
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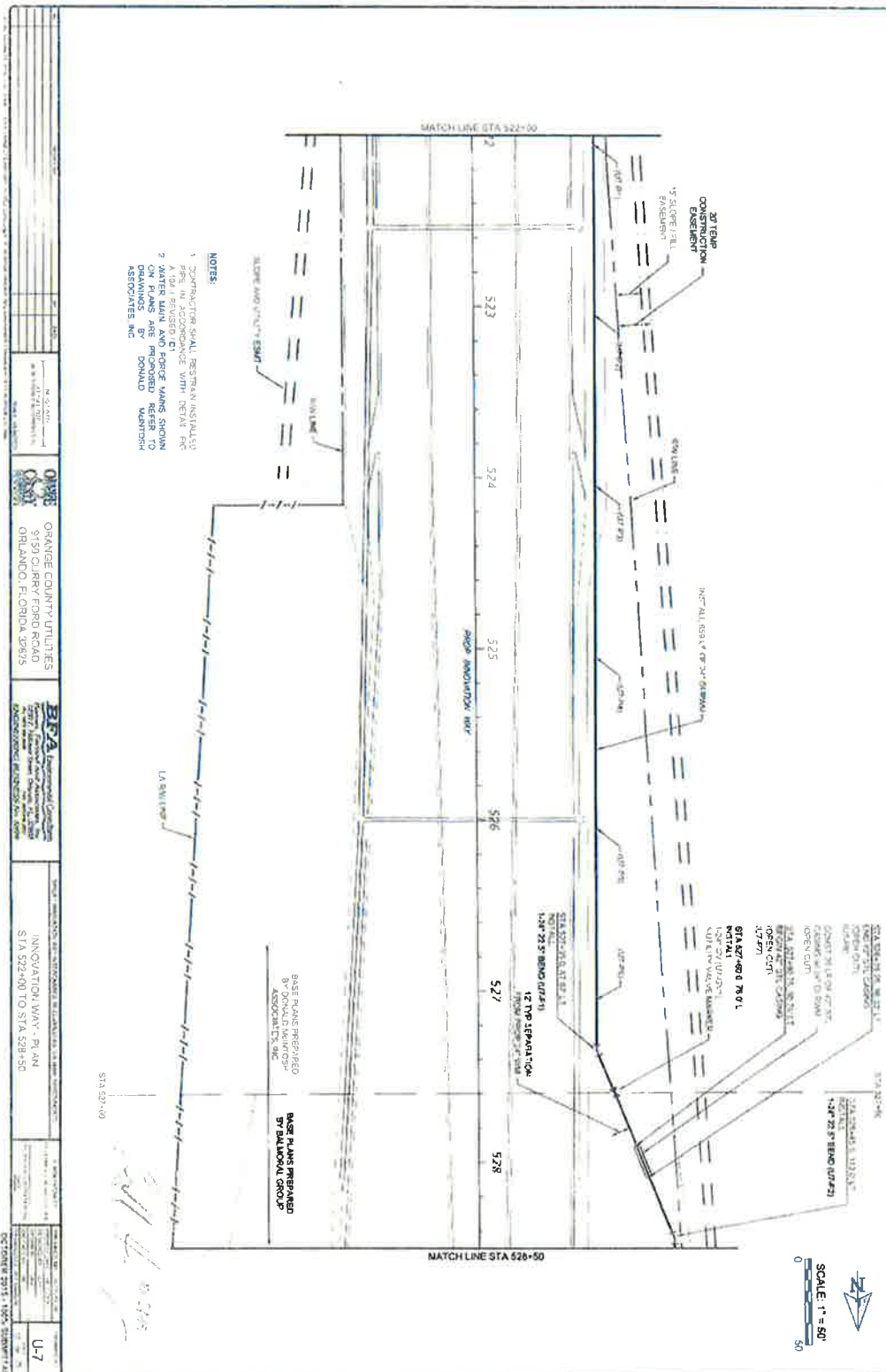


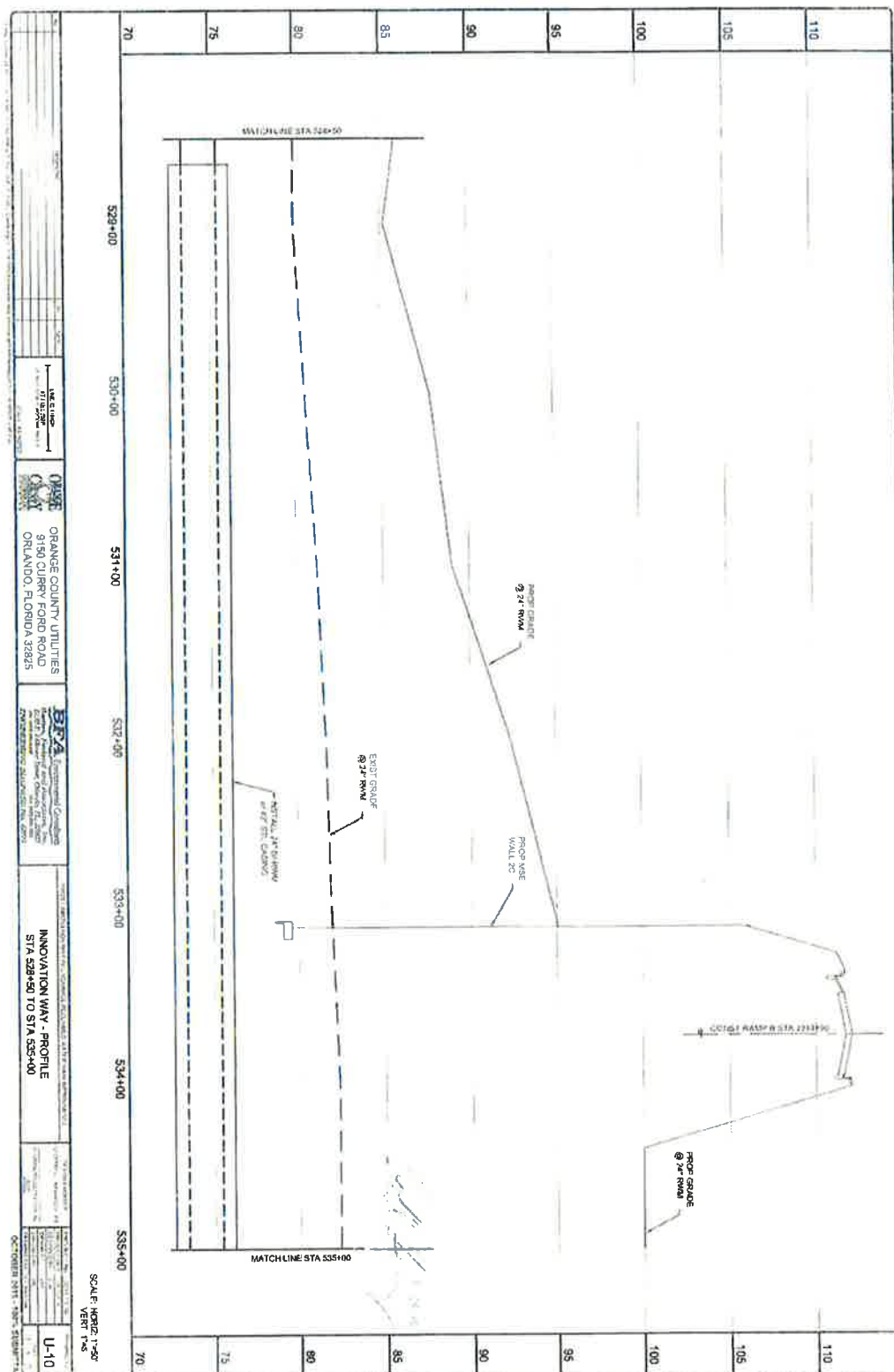
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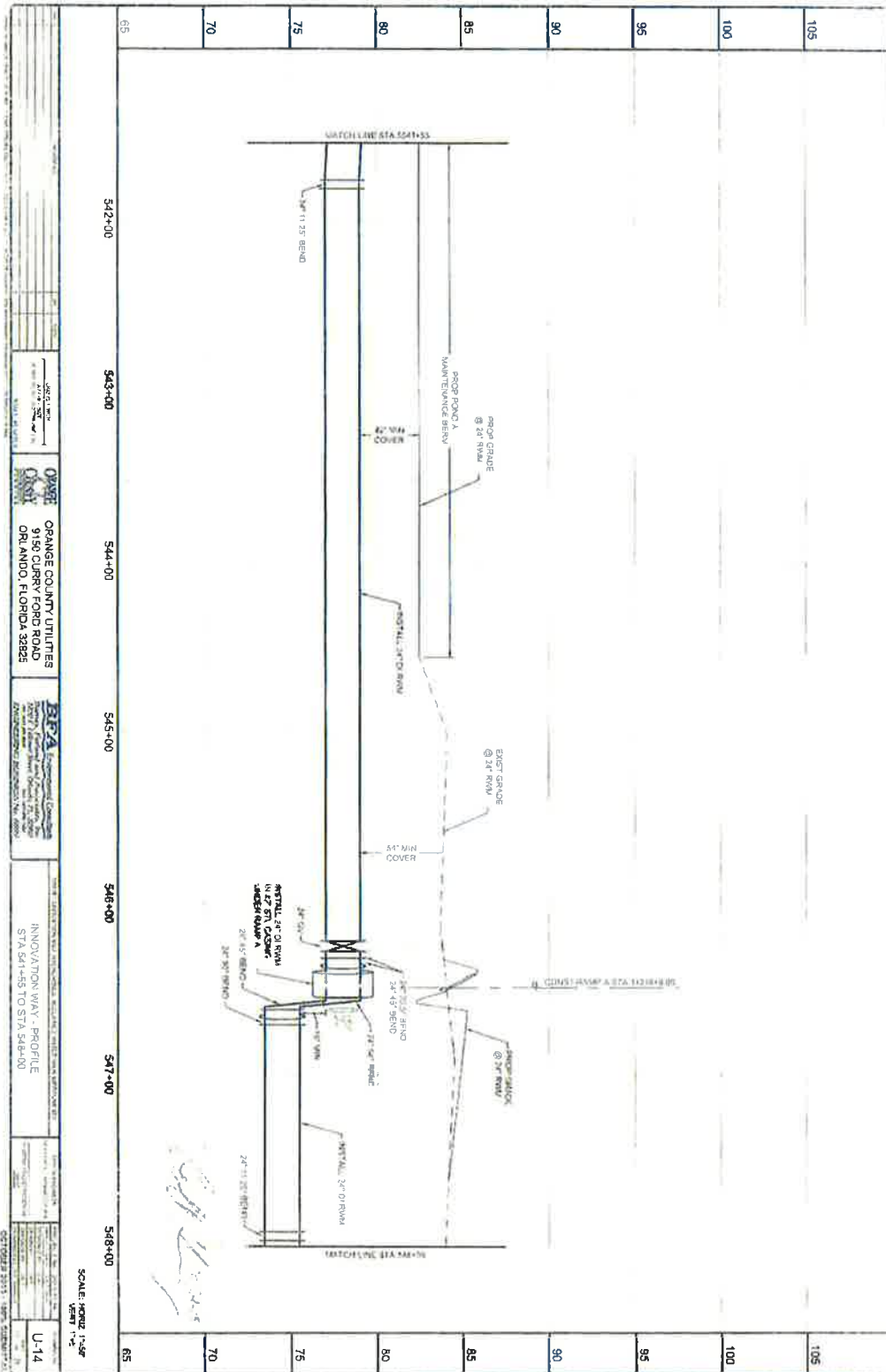














D-2

ID NUMBER	AVAILABILITY	EASTING	NORTHING	ELEVATION	WELL TYPE	PIPE		MATERIAL	WELL DEPTH	WELL FACILITIES	COMMENTS
						TYPE OF SUCT	LENGTH				
2001	1.1				WELL	1000	1000	1000	1000		
2002	1.1				WELL	1000	1000	1000	1000		
2003	1.1				WELL	1000	1000	1000	1000		
2004	1.1				WELL	1000	1000	1000	1000		
2005	1.1				WELL	1000	1000	1000	1000		
2006	1.1				WELL	1000	1000	1000	1000		
2007	1.1				WELL	1000	1000	1000	1000		
2008	1.1				WELL	1000	1000	1000	1000		
2009	1.1				WELL	1000	1000	1000	1000		
2010	1.1				WELL	1000	1000	1000	1000		
2011	1.1				WELL	1000	1000	1000	1000		
2012	1.1				WELL	1000	1000	1000	1000		
2013	1.1				WELL	1000	1000	1000	1000		
2014	1.1				WELL	1000	1000	1000	1000		
2015	1.1				WELL	1000	1000	1000	1000		
2016	1.1				WELL	1000	1000	1000	1000		
2017	1.1				WELL	1000	1000	1000	1000		
2018	1.1				WELL	1000	1000	1000	1000		
2019	1.1				WELL	1000	1000	1000	1000		
2020	1.1				WELL	1000	1000	1000	1000		
2021	1.1				WELL	1000	1000	1000	1000		
2022	1.1				WELL	1000	1000	1000	1000		
2023	1.1				WELL	1000	1000	1000	1000		
2024	1.1				WELL	1000	1000	1000	1000		
2025	1.1				WELL	1000	1000	1000	1000		
2026	1.1				WELL	1000	1000	1000	1000		
2027	1.1				WELL	1000	1000	1000	1000		
2028	1.1				WELL	1000	1000	1000	1000		
2029	1.1				WELL	1000	1000	1000	1000		
2030	1.1				WELL	1000	1000	1000	1000		
2031	1.1				WELL	1000	1000	1000	1000		
2032	1.1				WELL	1000	1000	1000	1000		
2033	1.1				WELL	1000	1000	1000	1000		
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2096	1.1				WELL	1000	1000	1000	1000		
2097	1.1				WELL	1000	1000	1000	1000		
2098	1.1				WELL	1000	1000	1000	1000		
2099	1.1				WELL	1000	1000	1000	1000		
2100	1.1				WELL	1000	1000	1000	1000		

EXHIBIT “B”
UTILITY COST ESTIMATE

ORANGE COUNTY UTILITIES SR 518/ INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS FINAL BID SUBMITTAL ENGINEER'S ESTIMATE 3/24/16						
ITEM NUMBER	CPX PAY ITEM DESCRIPTION	ACTUAL DESCRIPTION	UNIT	QTY	UNIT COST	ESTIMATED TOTAL
OC 109-71-2	FIELD OFFICE	OCU INSPECTOR'S TRAILER	DA	570	\$90	\$51,300
OC 1050-11-424	UTILITY PIPE (F&I) (DI/CI) (WATER/SEWER) (8-19 9")	16" DI RECLAIMED WATER MAIN	LF	30	\$160	\$4,800
OC 1050-11-425	UTILITY PIPE (F&I) (DI/CI) (WATER/SEWER) (20-49 9")	34" DI RECLAIMED WATER MAIN	LF	3,586	\$175	\$627,550
OC 1050-11-515 A	UTILITY PIPE (F&I BY OPEN TRENCH) (STEEL) (CASING/CONDUIT) (20-49 9")	OPEN CUT 42" CASING W/ 24" RECLAIMED WATER MAIN	LF	896	\$375	\$333,200
OC 1050-11-515 B	UTILITY PIPE (F&I BY JACK & BORE) (STEEL) (CASING/CONDUIT) (20-49 9")	JACK & BORE 42" CASING W/ 24" RECLAIMED WATER MAIN	LF	225	\$900	\$202,500
OC 1055-11-415	UTILITY FITTINGS (F&I) (DI/CI) (ELBOW) (20-49 9")	34" X 11.25 DEGREE BEND	EA	3	\$2,400	\$7,200
		34" X 22.5 DEGREE BEND	EA	7	\$2,600	\$18,200
		34" X 45 DEGREE BEND	EA	10	\$2,800	\$28,000
		34" X 90 DEGREE BEND	EA	3	\$3,000	\$9,000
OC 1055-11-425	UTILITY FITTINGS (F&I) (DI/CI) (TEE) (20-49 9")	34" X 12" TEE	EA	1	\$3,400	\$3,400
		34" X 16" TEE	EA	1	\$3,600	\$3,600
OC 1080-11-25	UTILITY FIXTURES (F&I) (2-4 9") (BLOWOFF ASSEMBLY)	PERMANENT 2" BLOW OFF VALVE ASSEMBLY	EA	2	\$2,500	\$5,000
OC 1080-11-26	UTILITY FIXTURES (F&I) (2-4 9") (VAC/AIR ASSEMBLY)	2" AIR RELEASE VALVE ASSEMBLY	EA	2	\$8,000	\$16,000
OC 1080-11-44	UTILITY FIXTURES (F&I) (8-19 9") (VALVE ASSEMBLY)	16" GATE VALVE	EA	2	\$10,000	\$20,000
OC 1080-11-54	UTILITY FIXTURES (F&I) (20-49 9") (VALVE ASSEMBLY)	24" GATE VALVE	EA	8	\$15,000	\$120,000
The embossed seal of the Engineer indicates that this cost estimate was prepared under the direct supervision of the signed registered professional engineer. The presence of this seal does not certify, warrant or guarantee the estimated construction costs will be the actual value of the bid(s) received. The Engineer's opinion of probable cost is made on the basis of the Engineer's experience and qualifications and represents the Engineer's best judgment at the time this estimate was prepared.						
SUBTOTAL						\$1,631,750
MOB/ DEMOB, GENERAL REQUIREMENTS (5% OF SUBTOTAL)						\$81,588
INDEMNIFICATION						\$100
RECORD DOCUMENT PREPARATION (1% OF SUBTOTAL)						\$16,318
CONTINGENCY (15% OF SUBTOTAL)						\$244,763
ENGINEER'S ESTIMATE						\$1,974,518




CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: March 29, 2016

SUBJECT: Approval of Supplemental No. 1 to the Third Contract Renewal with Atkins North America, Inc., to Extend the Renewal Period and Increase in Renewal Amount for General Engineering Consultant Services
Contract No. 000820

Board approval is requested to extend the term of the referenced Contract renewal with Atkins North America, Inc., to November 15, 2016, with an increase in the Contract renewal amount of \$3,136,500.00. The current Contract renewal expires on May 15, 2016.

On November 1, 2015, a Notice to Professional Engineering Consultants ran in the Orlando Sentinel requesting letters of interest from firms interested in serving as the CFX General Engineering Consultant (GEC). The due date for submittal of the letters was November 23, 2015. On November 20, 2015, CFX posted a Notice to Consultants advising that letters would not be accepted on November 23 as had been advertised. This decision by staff was based on feedback to our Procurement Department from multiple sources that indicated only one or two submittals would be received. It was decided to delay the process rather than restart it and take the opportunity to generate more interest in the consultant community.

We anticipate re-advertising for the GEC services in July of this year with Board award of a contract at the September Board meeting. The new contract will have an effective date of November 16, 2016. As a result, it will be necessary to extend the current renewal with Atkins and increase the Contract renewal amount to avoid a gap in GEC services

Renewal No. 3	\$5,125,000.00
Amount of this Supplemental	<u>\$3,136,500.00</u>
New Renewal Amount	\$8,261,500.00

Reviewed by:


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

**ATTACHMENT TO REQUEST FOR EXTENSION OF THIRD RENEWAL AND
INCREASE IN RENEWAL AMOUNT
GENERAL ENGINEERING CONSULTANT SERVICES
CONTRACT NO. 000820
March 29, 2016**

The Extension of Contract Renewal Agreement No. 3 is a continuation of the current one-year contract renewal previously approved by the Board on December 11, 2014.

<u>Contractual Document</u>	<u>Amount</u>	<u>Board Approved</u>
Original Contract Amount	\$16,000,000	May 15, 2008
Supplemental Agreement #1	\$0	April 5, 2010
Supplemental Agreement #2	\$2,000,000	July 7, 2011
Supplemental Agreement #3	\$1,487,500	February 23, 2012
One-Year Contract Renewal #1	\$5,000,000	September 27, 2012
Supplemental Agreement #1	\$495,000	November 20, 2013
One-Year Contract Renewal #2	\$5,230,000	December 12, 2013
One-Year Contract Renewal #3	\$5,125,000	December 11, 2014
<u>Supplemental Agreement #1</u>	<u>\$3,136,500</u>	
Total Revised Contract Amount	\$38,474,000	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No: 000820

This Supplemental Agreement No. 1 entered into this 14th day of April, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the third renewal of the original Contract (dated May 15, 2008) between the aforesaid for a one year period beginning May 16, 2015, and ending May 15, 2016, for General Engineering Consultant services, (the Contract").

1. CFX has determined it necessary to extend the term of the third renewal to November 16, 2016, and increase the maximum limiting amount of the third renewal of the original Contract by \$3,136,500.00 in order to continue the required support services for the Five-Year Work Plan projects to the end of the extended third renewal Contract term, and
2. The Consultant hereby agrees to the extension of the term of the third renewal and the increase in the third renewal Contract amount and will continue to provide the required services with no change in the fees and rates included in the third renewal, and
3. Task Authorizations will be used to allocate the funds to the Consultant for the required services.
4. CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the third renewal of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
5. This Supplemental Agreement No. 1 is necessary so that the Consultant can continue the required support services for the Five-Year Work Plan projects to the extended end of the third renewal Contract term.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No.: 000820

Amount of Changes to this document: \$3,136,500.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only.

General Counsel for the CFX

ATKINS NORTH AMERICA, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____
(Secretary or Notary)



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

March 28, 2016

Mr. Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

SUBJECT: Six-month Extension, Contract No. 000820
Atkins North America, Inc. for
General Engineering Consultant Services

Dear Mr. Berenis:

The current referenced contract for General Engineering Consult (GEC) Services expires on May 15, 2016. This request is to extend the contract completion date six months to November 15, 2016 so that Atkins can continue to support CFX staff as needed.

It is requested that the not-to-exceed amount of the GEC services agreement be increased by \$3,136,500 to cover the services provided during the extended time period. The not-to-exceed fee proposal is broken down by service category as shown on the attached.

Please contact me if additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Silva".

Nathan Silva, P.E.
Program Manager

Attachment

Atkins- General Engineering Consultant Services

CFX Contract No. 000820

Proposed 6-month Extension

May 16, 2016 - November 15, 2016

Activity	Proposed Funding
Bond Covenant Services Support	\$30,000
Engineering / Design Support	\$378,500
Planning Support	\$300,000
Tolls Support	\$100,000
Expressway Operations Support	\$438,000
Maintenance Support	\$25,000
General Program Support	\$260,000
Work Plan Support	\$1,605,000
Total	\$3,136,500

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

NOTICE TO CONSULTANTS OFFICE OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORLANDO, FLORIDA

November 20, 2015

Contract No. 001145, General Engineering Consultant Services, is postponed and Letters of Interest will not be accepted on November 23, 2015, as scheduled. The project will be re-advertised at a future date (currently anticipated to be mid-March 2016). At that time a new notice will be posted to our web site.

The Non-Solicitation Provision is rescinded and will not apply until the contract is re-advertised.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT NO. 3
CONTRACT NO. 000820

THIS CONTRACT RENEWAL AGREEMENT NO. 3 (the "Renewal Agreement"), made and entered into this 11th day of December, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Atkins North America, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated May 15, 2008, whereby the Authority retained the Consultant to perform General Engineering Consultant services; and

WHEREAS, pursuant to Article 3.00 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a third renewal of said Original Agreement beginning the 16th day of May 2015 and ending the 15th day of May 2016, at the cost of \$5,125,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal of the Original Agreement ending May 15, 2015, the Consultant shall execute a 'Certificate of Completion of the Second Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal of the Original Agreement ending May 15, 2015.

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

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

ATKINS NORTH AMERICA, INC.

BY: Thomas F Barry, Jr
Authorized Signature

THOMAS F. BARRY, JR
Print Name

Title: SR. VICE PRESIDENT

Witness (1) Nancy L. Giverty
Witness (2) Doreen Alger

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Charles Miller
Director of Procurement

LEGAL APPROVAL: Joseph Hossington
AS TO FORM General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
12/31/14
SIGNATURE / DATE

**Atkins- General Engineering Consultant Services
OOCEA Contract No. 000820**

Activity	Proposed May 2015 - May 2016
Bond Covenant Services Support	\$165,000
Engineering / Design Support	\$520,000
Planning Support	\$570,000
Tolls Support	\$95,000
Expressway Operation Support	\$775,000
Maintenance Support	\$65,000
General Program Support	\$435,000
Work Plan Support	\$2,500,000
Total	\$5,125,000.00

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT NO. 3
CONTRACT NO. 000820

THIS CONTRACT RENEWAL AGREEMENT NO. 3 (the "Renewal Agreement"), made and entered into this 11th day of December, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Atkins North America, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated May 15, 2008, whereby the Authority retained the Consultant to perform General Engineering Consultant services; and

WHEREAS, pursuant to Article 3.00 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a third renewal of said Original Agreement beginning the 16th day of May 2015 and ending the 15th day of May 2016, at the cost of \$5,125,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Second Renewal of the Original Agreement ending May 15, 2015, the Consultant shall execute a 'Certificate of Completion of the Second Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal of the Original Agreement ending May 15, 2015.

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

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

ATKINS NORTH AMERICA, INC.

BY: Thomas F. Barry, Jr.

Authorized Signature

THOMAS F. BARRY, JR.

Print Name

Title: SR. VICE PRESIDENT

Witness (1) Nancy A. Hentz

Witness (2) Doreen Alge

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Claude Kule

Director of Procurement

LEGAL APPROVAL:
AS TO FORM

Joseph J. Lavin
General Counsel for the Authority

**Atkins- General Engineering Consultant Services
OOCEA Contract No. 000820**

Activity	Proposed May 2015 - May 2016
Bond Covenant Services Support	\$165,000
Engineering / Design Support	\$520,000
Planning Support	\$570,000
Tolls Support	\$95,000
Expressway Operation Support	\$775,000
Maintenance Support	\$65,000
General Program Support	\$435,000
Work Plan Support	\$2,500,000
Total	\$5,125,000.00

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000820

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of December, 2013, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Atkins North America, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated May 15, 2008, whereby the Authority retained the Consultant to perform General Engineering Consultant services; and

WHEREAS, pursuant to Article 3.00 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a second renewal of said Original Agreement beginning the 16th day of May 2014 and ending the 15th day of May 2015, at the cost of \$5,230,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal of the Original Agreement ending May 15, 2014, the Consultant shall execute a 'Certificate of Completion of the First Renewal of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal of the Original Agreement ending May 15, 2014.

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

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

ATKINS NORTH AMERICA, INC.

BY: Thomas F Barry Jr

Authorized Signature

THOMAS F. BARRY, JR.

Print Name

Title: SR. VICE PRESIDENT

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY: Paul Miller

Director of Procurement

Witness (1) Nancy A. Hines

Witness (2) Doreen Alger

LEGAL APPROVAL:
AS TO FORM

Joseph J. Lassiter
General Counsel for the Authority

Atkins- General Engineering Consultant Services OOCEA Contract No. 000820	
Activity	Proposed May 2014- May 2015
Bond Covenant Services Support	\$160,000
Engineering / Design Support	\$500,000
Planning Support	\$550,000
Tolls Support	\$90,000
Expressway Operation Support	\$750,000
Maintenance Support	\$60,000
General Program Support	\$420,000
Work Plan Support	\$2,700,000
Total	\$5,230,000.00

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000820

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 27th day of September, 2012, by and between the Orlando-Orange County Expressway Authority, hereinafter called "Authority" and Atkins North America, Inc., hereinafter called the "Consultant"

WITNESSETH

WHEREAS, the Authority and the Consultant entered into a Contract Agreement (the "Original Agreement") dated May 15, 2008, whereby the Authority retained the Consultant to perform General Engineering Consultant services; and

WHEREAS, pursuant to Article 3.00 of the Original Agreement, Authority and Consultant wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Consultant agree to a first renewal of said Original Agreement beginning the 16th day of May, 2013 and ending the 15th day of May, 2014, at the cost of \$5,000,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending May 15, 2013, the Consultant shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending May 15, 2013.

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

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

ATKINS NORTH AMERICA, INC.

BY:

Authorized Signature

THOMAS F BARRY JR

Print Name

Title: SR. VICE PRESIDENT

Witness (1)

Witness (2)

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

BY:

Director of Procurement

LEGAL APPROVAL:
AS TO FORM

General Counsel for the Authority

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1**

Contract Name: General Engineering Consultant Services

Contract No: 000820

This Supplemental Agreement No. 1 entered into this 20th day of November, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the first renewal of the original Contract (dated May 15, 2008) between the aforesaid for a one year period beginning May 16, 2013, and ending May 15, 2014, for General Engineering Consultant services, (the Contract").

1. The Authority has determined it necessary to increase the maximum limiting amount of the first renewal of the original Contract by \$495,000.00 in order to continue the required support services for the Five-Year Work Plan projects to the end of the first renewal Contract term, and
2. The Consultant hereby agrees to the increase in the first renewal Contract amount and will continue to provide the required services with no change in the fees and rates included in the renewal, and
3. Task Authorizations will be used to allocate the funds to the Consultant for the required services.
4. The Authority and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the first renewal of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
5. This Supplemental Agreement No. 1 is necessary so that the Consultant can continue the required support services for the Five-Year Work Plan projects to the end of the first renewal Contract term.

SUPPLEMENTAL AGREEMENT NO. 1


Contract Name: General Engineering Consultant Services

Contract No.: 000820

Amount of Changes to this document: \$495,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

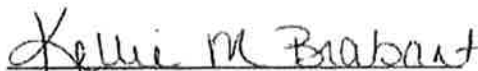


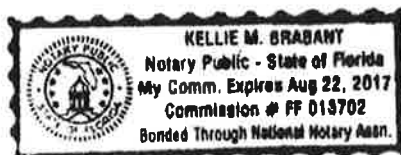
ATKINS NORTH AMERICA, INC.

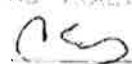
By: 

Print Name: STEPHEN W. AUSTIN

Title: VICE - PRESIDENT

Attest: 
(Secretary or Notary)



RECEIVED
CO. TRACIS BPT
 12/6/13
SIGNATURE / DATE

SA No. 1, Renewal No. 1



ORLANDO - ORANGE COUNTY

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

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller *Claude Miller*
Director of Procurement

DATE: November 5, 2013

RE: Supplemental Agreement No. 1 for Atkins North America, Inc.
General Engineering Consultant (GEC) Services
Contract No. 000820

Board approval is requested for Supplemental Agreement No. 1 for the referenced contract with Atkins North America, Inc., in the not-to-exceed amount of \$495,000.00. This Supplemental Agreement is necessary due to additional services required for various projects. Those projects and the additional services include:

1. Coordination and review of the All Aboard Florida (AAF) proposal and coordination with Farmland Reserve and Suburban Land Reserve. Review of the AAF preliminary designs will continue.
2. Additional right of way effort on the Wekiva Parkway due to federalizing the process and the requirement to follow the Uniform Relocation Act. This revised process began in late FY 2013 and will continue through project completion.
3. Upcoming efforts managing the preparation of the Design Build Criteria Package for the Innovation Way Interchange on S.R. 528.

This Supplemental Agreement will be a continuation of the renewal agreement previously approved by the Authority for GEC services.

Original Contract Renewal Amount	\$ 5,000,000.00
Amount of This Supplemental Agreement No. 1	\$ 495,000.00
Total Revised Contract Renewal Amount	\$ 5,495,000.00

cc: Joe Berenis, Deputy Executive Director, Engineering, Operations, Maintenance & Construction
Laura Kelley, Deputy Executive Director, Administration and Finance
Contract File
Consent Agenda 11/13

WALTER A. KETCHAM, JR.
Chairman

R. SCOTT BATTERSON, P.E.
Vice Chairman

TERESA JACOBS
Secretary/Treasurer
Ex Officio Board Member
Orange County

MARCO PEÑA
Board Member

NORANNE B. DOWNS, P.E.
Ex Officio Board Member
Florida Department of
Transportation

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2**

Contract Name: General Engineering Consultant Services

Contract No: 000820

This Supplemental Agreement No. 2 entered into this 7th day of July, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated May 15, 2008, for professional engineering services pertaining to General Engineering Consultant services, (the Contract").

1. The Authority wishes to provide for continued support of the development and implementation of the Expressway Authority's revised Five-Year Work Plan. Services to be provided by the Consultant include professional services contract support, plans review for technical and specialty areas, environmental permitting support, right-of-way services support, construction support, design services, survey and mapping support and planning support (including long range plan).
2. The Consultant hereby agrees to provide the required continued support and services for an increase of \$2,000,000.00 in the maximum limiting amount of the Contract budgeted as shown on the attached Exhibit A. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.
3. The Authority and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 2 is necessary so that the Consultant can provide continued support and services for the Authority's revised Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 2


Contract Name: General Engineering Consultant Services

Contract No.: 000820

Amount of Changes to this document: \$2,000,000.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY


By: 
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY



ATKINS NORTH AMERICA, INC.

By: 

Title: Vice President

Attest:  (Seal)



Exhibit A

General Engineering Consultant Services Supplemental Agreement No. 2 Budgeted Fees

Task	Budgeted Fees
Professional Services Contract Support	\$ 60,000
Plans Review	\$ 245,000
Environmental Permitting Services	\$ 150,000
R/W Services	\$ 550,000
Construction Phase Support	\$ 545,000
Design Services Support	\$ 90,000
Survey and Mapping Support	\$ 60,000
Planning Support	\$ 300,000
Total	\$ 2,000,000

Final fees subject to work order authorizations.

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3**

Contract Name: General Engineering Consultant Services

Contract No: 000820

This Supplemental Agreement No. 3 entered into this 23rd day of February, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated May 15, 2008, for professional engineering services pertaining to General Engineering Consultant services, (the Contract").

1. The Authority wishes to provide for support of Authority staff for: project management services for design projects; strategic planning services; temporary staffing; technical support for expressway operations (ITS) projects; planning/engineering support for concept studies; tolls support; right-of-way support for Wekiva Parkway. The revised Scope of Services language included in Supplemental Agreement No. 1 notwithstanding, right-of-way support for the Wekiva Parkway is not considered part of the design effort for purposes of this Supplemental Agreement No. 3.
2. The Consultant hereby agrees to provide the additional support and services for an increase of \$1,487,500.00 in the maximum limiting amount of the Contract budgeted as shown on the attached Exhibit A. Task Authorizations will be used to allocate these funds to the Consultant for the required services.
3. The Authority and Consultant agree that this Supplemental Agreement No.3 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. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 3 is necessary so that the Consultant can provide additional support and services required by the Authority.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: General Engineering Consultant Services

Contract No.: 000820

Amount of Changes to this document: \$1,487,500.00

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

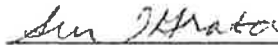
By: 
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY




ATKINS NORTH AMERICA, INC.

By: 

Title: Vice President

Attest:  (Seal)



RECEIVED
CONTRACTS DEPT
 2/28/12
SIGNATURE / DATE



Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

February 2, 2011

Mr. Joseph A. Berenis, P.E.
Deputy Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Orlando-Orange County Expressway Authority
General Engineering Consultant Services

Dear Mr. Berenis:

As discussed, this is the Supplemental Agreement Request Number 3 for the OOCEA General Engineering Consultant Services Agreement. This supplemental request is for additional services to assist Expressway Authority staff. The following services are anticipated:

- Add Project Management services for upcoming design projects;
- Add strategic planning services;
- Provide temporary staffing (via a subconsultant CSI Professional, Inc.);
- Additional technical support for expressway operations (ITS) projects;
- Additional planning/engineering support for concept studies;
- Additional tolls support;
- Additional right-of-way support for Wekiva Parkway.

It is requested that the maximum limiting amount of the General Engineering Consultant Service Agreement be increased by \$1,487,500. Approval is also requested to add CSI Professional, Inc. to our team as a subconsultant. It is our understanding that work orders will be used to manage the scope, schedule and fees for the additional services.

Call me at your convenience if you have any questions.

Sincerely,

R. Keith Jackson, P.E.
Program Manager

cc: file

**General Engineering Consultant Services
Supplemental Agreement No. 3
Budgeted Fees**

Task	Budgeted Fees
Planning/Engineering Support	\$ 112,500
Tolls Support	\$ 100,000
General Program Support	\$ 225,000
Work Plan Projects Support (PM, ITS projects, Wekiva R/W, concept studies)	\$ 1,050,000
Total	\$ 1,487,500

Final fees subject to work order authorizations.

CONSULTANT AGREEMENT

GENERAL ENGINEERING CONSULTANT SERVICES

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of May, 2008, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a public body politic and corporate agency of the State of Florida, organized and existing under Chapter 63-573 Laws of Florida, 1963, hereinafter called the "AUTHORITY" and Post, Buckley, Schuh & Jernigan, Inc., hereinafter called "GENERAL ENGINEERING CONSULTANT" (GEC), carrying on professional practice in engineering with offices located at 482 S. Keller Road, Orlando, Florida 32810-6101.

The AUTHORITY did determine that the GEC is fully qualified to render the services contracted.

WITNESSETH:

1.00 The AUTHORITY does hereby retain the GEC to furnish certain General Engineering Services to the AUTHORITY.

2.00 The GEC and the AUTHORITY mutually agree to furnish, each to the other, the respective services, information and items as described in Exhibit "A", 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 Agreement 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 designee.

3.00 This is a continuing services Agreement subject to AUTHORITY periodic review, approval and satisfaction with the GEC's performance. The initial term of the Agreement shall be five (5) years from written notice to proceed with five (5) one-year renewal periods subject to and contingent upon, (1) the AUTHORITY's sole discretion, (2) satisfactory performance of the GEC, (3) availability of funds, and (4) allowability of renewals by the AUTHORITY's policies in effect during the fifth year of the initial term of the Agreement. This Agreement may be terminated by the AUTHORITY at any time in accordance with Paragraph 11.00. In no event, however, shall the services extend beyond a ten (10) year period without AUTHORITY approval.

4.00 The GEC agrees to provide progress reports for the services provided by the GEC 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 GEC and of the details thereof. Coordination shall be maintained by the GEC with representatives of the AUTHORITY, or of other agencies interested in these services on behalf of the AUTHORITY. Either party to the Agreement may request and be granted a conference.

5.00 It shall be the responsibility of the GEC to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which would affect the completion date, the GEC shall submit a written request to the AUTHORITY which identifies the reason(s) for the delay and the amount of time related to each reason. The AUTHORITY will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement expires and the GEC has not requested, or if the AUTHORITY has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the services will be made until a time extension is granted or all work has been completed and accepted by the AUTHORITY.

6.00 The GEC shall maintain an adequate and competent professional staff authorized to do business within the State of Florida. The GEC may associate with it such specialists (subconsultants), for the purpose of its services hereunder, without additional cost to the AUTHORITY, other than those costs identified in Exhibit "C". Should the GEC desire to use subconsultants, the GEC is fully responsible for satisfactory completion of all subcontracted work. The GEC, however, shall not sublet, assign or transfer any work under this Agreement to other than those subconsultants 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 GEC to perform less than the total contract work with other than its own organization.

<u>Firm</u>	<u>Area of Responsibility</u>
Ardaman and Associates	Geotechnical
Civilworks Design And Engineering, Inc.	Signing and Pavement Marking
GMB Engineers and Planners	Traffic Counts
Joel Leisch	Highway Design
KCS Systems	Intelligent Transportation Systems
Mehta and Associates	Surveying
Nadic Engineering services	Geotechnical

7.00 All final plans, documents, reports, studies and other data prepared by the GEC, or its subconsultants, will bear the endorsement of a person in the full employ of the GEC, or its subconsultants, and duly registered by the State of Florida in the appropriate professional category.

7.10 The GEC 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.

8.00 All plans, documents, reports, studies, electronic files, 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 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 of the GEC at any time. Unless changed by written agreement of the parties, said site shall be 482 South Keller Road, Orlando, Florida 32810.

Records of costs incurred 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.

Records of costs incurred includes the GEC's general accounting records and project records, together with supporting documents and records, of the GEC and all subconsultants performing work on the project, and all other records of the GEC 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.

The GEC 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 GEC in conjunction with this Agreement. Failure by the GEC to grant such public access may be grounds for immediate unilateral cancellation of this Agreement by the AUTHORITY.

9.00 The GEC 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 Agreement.

10.00 The AUTHORITY agrees to pay the GEC compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Bills for fees or other compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper preaudit and postaudit thereof.

11.00 The AUTHORITY may terminate this Agreement in whole or in part at any time the interest of the AUTHORITY is best served by such termination.

11.10 Should the AUTHORITY determine that the performance of the GEC is not satisfactory, the AUTHORITY shall have the option of (a) immediately terminating the Agreement or (b) notifying the GEC 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.

11.20 Should the AUTHORITY require termination of the Agreement for reasons other than unsatisfactory performance of the GEC, the AUTHORITY shall notify the GEC in citing 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.

11.30 Should the AUTHORITY abandon the work or subtract from the scope of that work, suspend, or terminate the Agreement as presently outlined, the GEC shall be compensated for actual costs as determined in Exhibit "B". Direct Expenses (Lump Sum) shall be prorated if the termination occurs prior to the end of the calendar month. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by the AUTHORITY.

12.00 All services shall be performed by the GEC to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and disputes 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 the Project Manager's decision upon all claims, questions and disputes shall be final. Adjustments of compensation and the 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 discretion of the Project Manager and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

13.00 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 both genders.

14.00 The GEC shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable

attorneys' fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the GEC and other persons employed or utilized by the GEC in the performance of the Agreement.

15.00 The GEC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the GEC to solicit or secure this Agreement, and that it 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.

15.10 For the breach or violation of Paragraph 15.00, the AUTHORITY shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

16.00 The GEC, 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 GEC 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 GEC shall furnish copies of certificates of insurance evidencing coverage of each sub-consultant.

The GEC shall require all insurance policies in any way related to the work and secured and maintained by the GEC to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the AUTHORITY. The GEC 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 GEC 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 GEC enter into such an agreement on a pre-loss basis. At the GEC's expense, all limits must be maintained.

16.10 Commercial General Liability:

Commercial General Liability insurance 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 GEC 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.

16.20 Business Automobile Liability:

Business Automobile Liability Insurance 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 GEC does not own automobiles, the GEC 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.

16.30 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 the AUTHORITY for all work performed by the GEC, its employees, agents and sub-consultants.

16.40 Professional Liability Coverage:

The 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 GEC.

16.50 Insurance Certificates:

The GEC 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 GEC 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 GEC shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the GEC 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 GEC'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 GEC'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.

17.00 The GEC 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 GEC also agrees not to 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.

18.00 It is mutually agreed and understood that the following provision shall be applicable to this Agreement:

The signing of this Agreement by the GEC shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of contracting. The Agreement amount and any additions thereto shall be adjusted to exclude any significant sums by which the AUTHORITY determines the Agreement amount 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 end of the term of the Agreement. For purpose of this Agreement, the end of the term of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

Neither the AUTHORITY's review of, approval of, acceptance of nor payment for the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the GEC shall be and remain liable to the AUTHORITY in accordance with applicable law for all damages to the AUTHORITY caused by the GEC's negligent performance of any of the services furnished under this Agreement. The rights and remedies of the AUTHORITY provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

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

20.00 The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the GEC or any employee, servant, or agent of the GEC is indicted or has a direct information issued against it for any crime arising out of or in conjunction with any work being performed by the GEC 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, computer models and reports prepared or obtained under this Agreement shall immediately be turned over to the

AUTHORITY in conformity with the provisions of Paragraph 8.00 hereof. The GEC shall be compensated for its services rendered up to the time of any such termination in accordance with paragraph 11.00 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the GEC 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 GEC 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 Project Manager.

21.00 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.

22.00 This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties stipulate that venue for any matter which is a subject of this 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 GEC and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Executive Director

ATTEST:  (SEAL)
Assistant Secretary

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By: 
Richard M. Grubel
Senior Vice President

Title

ATTEST:  (SEAL)
Charles D. Nostra
Assistant Secretary

Approved as to form and execution, only.

General Counsel for the AUTHORITY

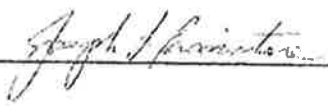


Exhibit "A"
Scope of Services
General Engineering Consultant Services
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Exhibit "A"
SCOPE OF SERVICES
GENERAL ENGINEERING CONSULTANT

I. Purpose

The Orlando-Orange County Expressway Authority (Authority) requires professional services of the General Engineering Consultant (GEC) in connection with general planning, design, engineering, management and other services for projects related to the development, determination of feasibility, planning, design, permitting, right-of-way acquisition, bidding, construction, operation and maintenance of the Authority's existing and future system. This Scope of Services describes and defines those services.

II. Overview

- A. The Authority will request GEC services as described below on an as-needed basis. Services to be provided will be initiated and completed as directed by the Authority's Design Project Manager or other authorized representative. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the GEC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.
- B. The GEC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

III. Services

As requested by the Authority, the GEC may perform the following tasks which are examples of the types of work to be required but are not intended to be all inclusive:

1. Bond Covenant Services Support

The Amended and Restated Master Bond Resolution, adopted February 3, 2003, which is incorporated herein by reference, requires the Authority to engage a Consulting Engineer to perform all acts and carry out all duties necessary to supervise the acquisition and construction of all system projects of the Authority. These acts and duties have been defined by the Authority to include, but not be necessarily limited to:

- Monitoring the construction of projects financed with Bond Proceeds.
- Assisting the Authority with approval of all expenditures from the Construction Fund.

- Advising and conferring with the Authority concerning the budget for operation, maintenance and repair of the Authority system.
- Making an annual independent inspection and report concerning the condition of the Authority system.
- Certifying for each fiscal year the amounts necessary for the funding of the Renewal and Replacement Fund.
- Certifying necessary amount of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the Authority system and certifying as to schedule and need for replacement or restoration.
- Certifying that any sale or lease of Authority property will not have a negative impact on the operation of the Authority system.
- Preparing an Engineer's Report for scheduled bond sales.
- Assisting the Authority with preparation of an annual report recapping the overall prior year's performance.
- Attending meetings as required to carry out the above services.

2. Engineering/Design Support

The GEC may be authorized to perform the following:

- Review construction plans.
- Provide utility plans review and coordination.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Monitor existing and projected traffic volumes on the system.
- Collect and report data on traffic and accidents.
- Perform traffic engineering analysis necessary to evaluate existing conditions and plan future improvements throughout the system.
- Perform traffic engineering activities such as signal warrants, signal timings, traffic counts, modeling, speed studies, etc. as required.
- Coordinate with other agencies on traffic operation and safety issues.
- Review access management issues and provide recommendations.
- Provide construction cost estimates.
- Provide environmental permitting compliance monitoring and review.
- Provide permitting support for projects.
- Provide roadway signing and pavement marking concept development, review and design.
- Provide surveying and right-of-way mapping for projects.
- Provide right-of-way support for projects.
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.

- Provide architectural services.
- Attend meetings and site visits as required to carry out the above services.

3. Planning Support

The GEC may be authorized to perform the following:

- Perform reviews of adjacent development including Developments of Regional Impact.
- Provide support and participate in Metroplan Orlando activities.
- Prepare the Systems Traffic Data and Statistics Manual and update annually.
- Assist in the technical review of the Traffic and Revenue Consultant's modeling.
- Prepare the Five-Year Work Plan including cash flow forecasting.
- Prepare project concept plans and reports as requested.
- Attend meetings and site visits as required to carry out the above services.

4. Tolls Support

The GEC may be authorized to perform the following:

- Assist the Authority with the planning and design; procurement and review of designs and installation of toll collection equipment.
- Assist the Authority with the planning and design; or procurement and coordination of facility modifications.
- Update the Toll Facilities Reference Manual as needed.
- Assist the Authority with general back-office support and customer service center operations.
- Attend meetings and site visits as required to carry out the above services.

5. Expressway Operations Support

The GEC may be authorized to perform the following:

- Provide technical support associated with the operation and maintenance of the Authority's fiber optic network and Intelligent Transportation System (ITS) infrastructure.
- Provide technical support for projects.
- Support Authority staff as the owner's technical representative for the fiber optic network, ITS deployments, and other expressway operations initiatives as requested.
- Assist the Authority in collection and presentation of data to support Performance Measures and program evaluation efforts.
- Attend meetings and site visits as required to carry out the above services.

6. Maintenance Program Support

The GEC may be authorized to perform the following:

- Provide engineering support to assist Authority's maintenance program with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide recommendation for the Authority's Pavement Management Program based on FDOT data.
- Assist in the management of the maintenance activities for the Authority's wetland mitigation program.
- Maintain a systemwide signing inventory and provide engineering support for the maintenance and replacement of signs.
- Attend meetings and site visits as required to carry out the above services.

7. General Program Support

The GEC may be authorized to perform the following:

- Develop and maintain a file document control system.
- Provide project status reports and document meeting minutes.
- Develop briefing materials for Authority staff presentations to the Board of Directors as well as other agencies.
- Assist Authority staff with the development of presentations, technical papers, and publications for industry organizations and peer journals.
- Assist Authority staff in providing copies of files and plans to other agencies and the general public.
- Provide printing services as may be requested by the Authority.
- Provide graphics services in support of the Authorities public information programs and as may be requested by the Authority.
- Furnish testimony and prepare trial exhibits in hearings and other litigation.
- Provide any needed support for legal activities (including expert witness activity).
- Attend meetings as required to carry out the above services.

8. Work Plan Support

The GEC may be authorized to perform the following in support of the development and implementation of the FY 08-12 Five-Year Work Plan projects:

- Professional services contract support.
- Plans review for technical and specialty areas.
- Environmental permitting support.
- Right-of-way services support.
- Construction support.
- Design services.

- Survey and mapping support.
- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

IV. Subcontracting

Services assigned to subconsultants must be approved in advance by the Authority in accordance with the Agreement and the Authority's Procurement Policy. All subconsultants must be qualified by the Authority to perform all work assigned to them.

In the event services of a subconsultant are authorized, the GEC shall obtain a schedule of rates, and the Authority shall review and must approve in advance any rates to be paid to the subconsultant.

V. Conflict of Interest

The GEC shall not knowingly enter into any other contract with the Authority during the term of the 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 the 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 Authority's Executive Director for resolution.

During the term of the Agreement:

- The GEC is not eligible to pursue any advertised work in the GEC's area of oversight for any project for which the GEC developed the scope of services or have oversight responsibilities. Subconsultants are also ineligible to pursue projects where they participated in the development of the scope of services or have an oversight responsibility.
- The GEC is not eligible to pursue any advertised Construction Engineering and Inspection projects of the Authority as either a prime or subconsultant where the GEC participated in the oversight of the projects or for any project which the GEC developed the scope of services. 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 developed the scope of services.

VI. Other Services

The Authority may require professional services of the GEC for a wide range of planning, engineering, architectural, environmental, landscape architectural, environmental, systems and registered land surveying in support of the Authority's program areas of Roadway Maintenance, Facilities and Telecommunication Maintenance, Traffic Operations, Construction, Materials, and Geotechnical Engineering not otherwise identified in this Agreement to supplement or replace the services being provided to the Authority by other consultants.

END OF SCOPE OF SERVICES

EXHIBIT "B"
METHOD OF COMPENSATION
GENERAL ENGINEERING CONSULTANT

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the General Engineering Consultant (GEC) 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 GEC for the performance of authorized services described in Exhibit "A" an amount not to exceed \$16,000,000 for the initial five (5) year term of the Agreement, such amount hereinafter referred to as the Maximum Limiting Amount.
- 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 to exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the GEC 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 GEC 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 GEC 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 GEC's staff expected to be used to perform the required services. The GEC, 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 GEC'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 GEC's clients.
- 3.2 A multiplier of 2.85 shall be applied to all GEC direct salaries and wages as total compensation for the GEC's administration overhead and burden costs (indirect charges) and the GEC'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 or amendment as established in Exhibit "C". Local travel expenses will not be paid separately but will be considered incidental to the other items of work. Non-local GEC 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 GEC at cost. In lieu of administrative mark-up, the GEC 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 Total Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the GEC as follows, subject to the provisions of Section 3.0 above:

- 4.1 The GEC will be reimbursed monthly for services performed for each approved work authorization or amendment. Payment to the GEC will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times a multiplier of 2.85, a portion of Lump Sum Expenses and Subconsultant Costs for actual work performed. The GEC shall promptly pay all subconsultants their proportionate share of payment received from the Authority.
- 4.2 The GEC shall earn a portion of Lump Sum expense cost for each approved work authorization or amendment in the amount equal to the Lump Sum equally distributed over the term of the work authorization or amendment. Any balance due the GEC upon completion of the services provided under the work authorization or amendment will be paid in the final invoice.
- 4.3 The GEC 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 the Agreement. Invoices shall include an itemization and substantiation of costs incurred. The itemization shall 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 payments previously withheld shall be released and paid to the GEC promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT

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

END OF SECTION

EXHIBIT "C"
ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY
GENERAL ENGINEERING CONSULTANT SERVICES

June 2008 to June 2013

AUTHORIZATION/TASK DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5	TOTALS
BOND COVENANT SERVICES SUPPORT	\$110,000.00	\$110,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$595,000.00
Annual System Inspection & Report						
General Bond Document Support						
ENGINEERING/DESIGN SUPPORT	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$600,000.00	\$3,000,000.00
Engineering, Design & Review Support						
Systemwide Traffic Operations Analysis						
Systemwide E-PASS & Accident Data Monitoring						
Signing and Pavement Marking Support						
Environmental, Permitting, & Compliance						
Right-of-Way Support						
Survey Support						
Right-of-Way Mapping Support						
Noise analysis						
Geotechnical Support						
Landscaping Support						
Architectural Support						
PLANNING SUPPORT	\$275,000.00	\$275,000.00	\$300,000.00	\$275,000.00	\$275,000.00	\$1,400,000.00
General Transportation Planning Support						
Systems Traffic Data and Statistics Manual						
Five-Year Work Plan Update & Support						
Traffic and Rev. Consultant Review						
Concept Reports						
TOLLS SUPPORT	\$135,000.00	\$135,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$720,000.00
Toll Facilities Support						
Toll Collection System Support						
Toll Operations Support						
EXPRESSWAY OPERATIONS SUPPORT	\$475,050.00	\$392,035.00	\$422,180.00	\$435,250.00	\$434,000.00	\$2,158,500.00
ITS Program Support						
Performance Measures						
FCN Operation & Maintenance Support						
ITS Device Maint. Mgmt Support						
ITS Deployment						
MAINTENANCE SUPPORT	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$450,000.00
Maintenance Program - GEC Support						
Mitigation Site Maintenance - GEC Support						
Pavement Management Program Support						
Signing Support						
GENERAL PROGRAM SUPPORT	\$335,000.00	\$335,000.00	\$355,000.00	\$355,000.00	\$355,000.00	\$1,775,000.00
GEC Program Management						
General Meeting						
Document Control						
Graphics Support						
Hearing and Litigation Support						
WORK PLAN SUPPORT	\$1,350,000.00	\$1,750,000.00	\$870,000.00	\$525,000.00	\$285,000.00	\$4,680,000.00
FY 08 - 12 Five Year Work Plan Projects						
TOTAL (2008 \$)	\$3,290,050.00	\$3,707,020.00	\$2,912,180.00	\$2,553,250.00	\$2,324,000.00	\$14,786,500.00
Salary Escalation		0.035	0.035	0.035	0.035	
FEE SUBTOTAL BY YEAR (including subconsultants)	3,290,050.00	3,836,785.70	3,119,800.02	2,830,833.91	2,666,843.45	\$15,744,093.08
Estimated Directs	48,000.00	49,700.00	51,400.00	53,200.00	55,100.00	\$257,400.00
TOTAL (including subconsultants)	3,338,050.00	3,886,485.70	3,171,000.02	2,884,033.91	2,721,943.45	16,001,493.08
ROUNDED FEE	3,340,000.00	3,890,000.00	3,170,000.00	2,880,000.00	2,720,000.00	16,000,000.00

CONSENT AGENDA ITEM

#10

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. *HAC*

DATE: March 28, 2016

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 120 (Parts A & B) –
Approval of Settlement for Fees and Costs

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement of expert and attorney's fees and costs with Korus Orchid Corporation ("Korus" or "Owners"), arising from the acquisition of Parcel 120 Parts A & B (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The date of value for the property is August 6, 2014.

DESCRIPTION and BACKGROUND:

Korus's property consists of approximately 14.836 acres, on which it operated an orchid nursery business since early 2001. CFX acquired 8.216 acres through the middle of Korus's property, leaving a 4.793 acre remainder on the east side of the expressway, and a 1.827 acre remainder on the west side. The property was improved with 214,449 square feet of commercial plant nursery / greenhouse space, two manufactured homes, and various related site improvements. Approximately half of the greenhouse space was located within the area of taking.

Korus qualified for, and the parties resolved, business damages for this case. Pursuant to Florida Statute §73.015(2), Korus submitted a business damage claim for \$5,850,000.00, and CFX filed a statutory counter-offer in the amount of \$3,611,000.00. Korus accepted CFX's counter-offer, and the Court entered a Stipulated Partial Final Judgment as to Business Damages in the amount of \$3,611,000.00 on March 19, 2015, thereby resolving the business damage claims. However, this judgment did not resolve the issue of expert or attorney's fees, as expert fees and costs are not a required component of a statutory business damage counter-offer. The Partial Final Judgment therefore reserved jurisdiction to determine attorney's fees and expert fees and costs for the business damage claim.

Regarding the real estate claim, Korus submitted two appraisals for this parcel in excess of \$6 million each. CFX appraised the real estate claims for \$2,240,015.00. CFX's board members approved a resolution of this case for \$3,963,125.00 on September 10, 2015. A Stipulated Final

Judgment was entered on September 29, 2015 for the agreed settlement amount, plus statutory attorney's fees based on betterment. The Stipulated Final Judgment reserved jurisdiction to determine expert fees and costs.

PROPOSED SETTLEMENT OF FEES AND COSTS

The undersigned counsel seeks this Committee's approval of a settlement of attorney's fees for the business damage claim and expert fees and costs for both the business damage and real estate claims. Korus submitted a claim of \$360,427 for expert fees and costs (for both the real estate claim and business damage claim), plus a claim of \$243,026 for attorneys fees (for the business damage claim, as the real estate attorneys fees were based on betterment and already resolved), for a total fee request of just over **\$603,000.00**. After negotiations, opposing counsel is willing to accept **\$450,000.00** in total fees and costs, which equates to reduction of approximately **25%**. A hearing on fees and costs was scheduled for the February 1, 2016 trial docket, but was removed pending Committee and Board approval of the proposed settlement.

Korus was represented by Tom Callan, Esquire. Because Korus accepted CFX's business damage counter-offer, attorney's fees are controlled by §73.015(4)(b), which states that, "if business damages are recovered by...the business owner accepting the condemning authority's initial counteroffer, attorney's fees must be calculated in accordance with s. 73.092(2), (3), (4), and (5) for the attorney's time incurred in presentation of the business owner's good faith offer." The referenced fee statute considers factors such as (1) the novelty, difficulty and importance of the questions involved, (2) the skill employed by the attorney, (3) the amount of money involved, (4) the responsibility incurred and fulfilled by the attorney, and (5) the attorney's time and labor. Mr. Callan initially submitted a fee request in the amount of \$243,026.00. After negotiations, Mr. Callan reduced this request to \$229,000. This reduced fee was then subjected to further negotiations and reduced by approximately 18%. Mr. Callan has submitted his invoices detailing his time and that of his staff, and the undersigned believes that the ultimate result of these negotiations represents a settlement that is in the best interest of CFX.

Korus also submitted expert fees in the amount of \$360,427. After an initial review by the undersigned, these fees were reduced to approximately \$310,000, and further negotiations reduced the fees by another 18%. These fees represent invoices from 14 different experts, including Richard Dreggors and Dan DeRango for appraisal services, and Lloyd Morgenstern and Duke Parrish as business damage experts. The exact break-down provided by Mr. Callan for each expert and the fees requested are attached to this memorandum. The undersigned has reviewed the invoices provided by each expert and has disputed some fees entirely and negotiated reductions on the remainder of the fees. Litigating the fees further will necessitate (1) depositions of the landowner's 14 experts, (2) analyzing the case files of the landowner's experts, (3) depositions and case file analysis of CFX's experts, (4) hiring additional experts to testify regarding the reasonableness of fees, and (5) a (likely) two-day hearing. Considering the attorney's fees and expert fees CFX may incur in this process, the undersigned counsel believes that the settlement proposal contained herein is in the best interest of CFX.

FEES AND COSTS SUBMITTED BY KORUS

REAL ESTATE CLAIM:

Robert Carr	\$ 11,270.00
Mike Grandley/Tom Shepherd	\$ 2,850.00
Joshua A. Harris, Ph.D., CRE, CAIA (Lakemont Group)	\$ 16,350.00
Jim Hall, AICP, ASLA (VHB)	\$ 12,614.00
Richard C. Dreggors, GAA (Calhoun, Dreggors & Associates, Inc.)	\$ 63,927.00
Dan DeRango	\$ 25,319.00

BUSINESS CLAIM:

MEI Civil, LLC	\$ 10,222.00
Lloyd Morgenstern (Morgenstein Phifer & Messina, P.A.)	\$ 40,671.00
J. Duke Parrish, CPA (Parrish & Parrish CPA's, P.A.)	\$ 21,050.00
Rod W. Hollingsworth (Sun Bulb Company)	\$ 4,700.00
Paul Linder	\$ 2,975.00
Robert Scott (Juris Corp.)	\$ 24,210.00
Juris Corporation	\$ 1,573.00
Sang N. Harris, CPA	\$ 22,500.00
Chun K. Choi(Interpreter)	\$ 5,250.00
Charles E. Cawthra III, ASA (Cawthra Consulting & Appraisals, Inc.)	\$ 16,800.00
Callan Law Firm Costs Business	\$ 6,573.00
Callan Law Firm Real Estate	\$ 838.71
Callan Law Firm Attorneys Fees	\$243,026.00
Callan Total Expert Fees	\$360,427.00

EXPERT FEES SUBMITTED BY CFX

Les Eiserman, CliftonLarsonAllen, LLP	\$ 18,884.00
Walter Carpenter, Jr., MAI	\$ 51,501.51
John Speer, Speer Construction, LLC	\$ 6,121.25
John Pixley	\$ 425.00
Fred B. Ladue & Associates	<u>\$ 18,296.25</u>

TOTAL:	\$ 95,228.01
---------------	---------------------

The reports prepared for the Landowner by the above-listed were provided to Right of Way Committee for their review (although portions of the business damage reports were redacted to protect information deemed confidential pursuant to Section 73.0155, Florida Statutes).

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the March 23, 2016 meeting. We respectfully request that this Board approve the proposed settlement in the amount of **\$450,000.00** in full settlement of all outstanding claims for expert and attorney's fees and costs for Korus Orchid on Parcel 120 Part A and B.

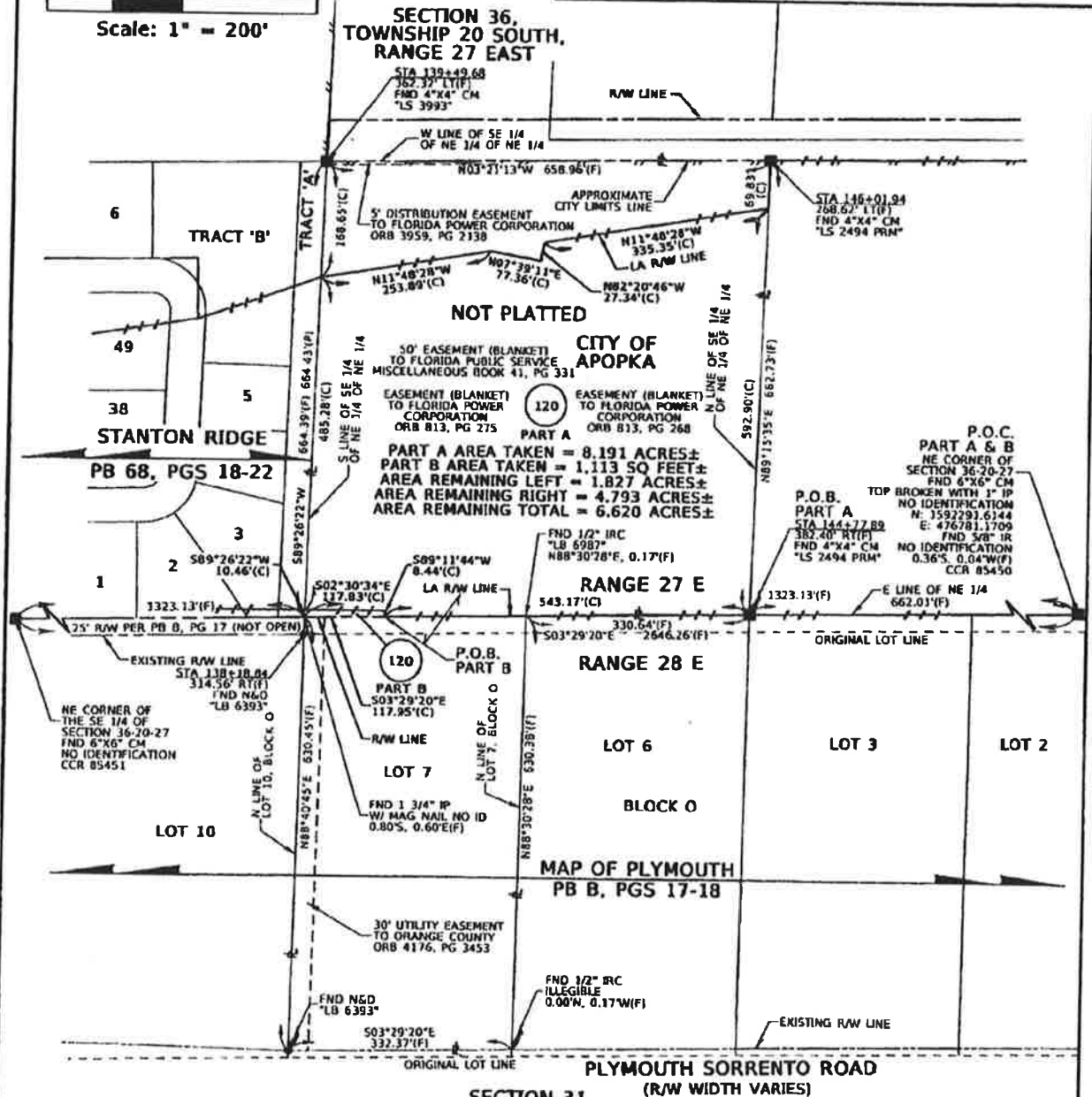
ATTACHMENTS:

Sketch of Subject Property

Reviewed by:

_____

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 120



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

1349 SOUTH INTERNATIONAL PARKWAY

SUITE 2401

LAKE MARY, FLORIDA 32746

VOICE: (407) 732-8965

LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

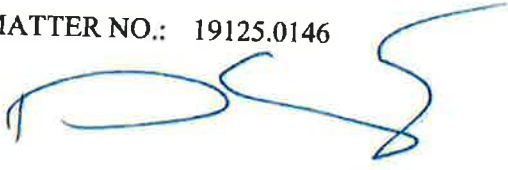
#11



MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: March 28, 2016
RE: State Road 429 Wekiva Parkway, Project 429-205; Parcel 285
Proposed Mediated Settlement Including Fees and Costs

CLIENT-MATTER NO.: 19125.0146

A handwritten signature in blue ink, appearing to be "D. Shontz", is written over the "FROM" and "DATE" lines.

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the Board of a proposed mediated settlement between Mary Michelle Ashburn Ballings, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 285 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-205.

DESCRIPTION AND BACKGROUND

Parcel 285 is a fee simple acquisition of 2.288 acres, more or less, from property located between Boch Road to the north and Haas Road to the south, east of Plymouth Sorrento Road in Orange County, Florida. The remainder property consists of approximately 2.341 acres with frontage on Boch Road. A 2-bedroom, 2-bath manufactured home, consisting of 840± square feet, is located on the property. The home was built in 1977 and is utilized as a rental unit, vacant at the time of inspection by the appraiser.

The Property is zoned A-2, Farmland Rural District which provides for residential and agricultural uses. The future land use designation is AG, Agricultural, by Orange County. The highest and best use of the property as vacant was determined to be to hold for future development as agricultural/residential use. The highest and best use as improved is a single-family rental on an interim basis.

The CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources - Orlando. Mr. Starkey used a sales comparison approach to estimate the land value and an income capitalization approach to estimate the contributory value for the interim use of the improvements. Mr. Starkey used comparable sales with an adjusted range of \$26,607 to \$31,372 per acre, with a concluded value of \$29,400 per acre.

Mr. Starkey also utilized the income capitalization approach to estimate the contributory value of the improvements. Asking rents in the area ranged from \$525 to \$1,100, with the average being \$885. Based upon discussion with the property owner and a review of comparable rentals, Mr. Starkey opined the rental value at \$700 per month. With a projected 7-year holding period for the interim improvements, the present value of the improvements is considered to be \$30,223, rounded to \$30,225.

After the taking, the remainder property will not be as compatible to agricultural/residential development and the proximity to the limited access right-of-way results in an additional diminution of 30% for the remainder land for which Mr. Starkey opines the resulting land value of \$20,580 per acre.

A minor cost to cure to replace fencing to maintain the functionality of the remainder is valued at \$541. Thus, Mr. Starkey opines the value of the taking is \$99,641, rounded to \$99,650, consisting of \$71,650 for the part taken, \$27,450 for damages to the remainder, and \$541 for the cost to cure.

Gary Pendergast, MAI, of Florida Real Estate Analysts, Inc., prepared the appraisal report for the Respondent. Based upon information from land planners Ed Williams and Jim Hall, Mr. Pendergast opined the future land use would designate the subject property as Agricultural, but would allow a more intense potential. Based upon similar developments, a density of near 3 units per acre is most likely, and the property most likely would be assembled with other tracts to encompass a larger development area.

Mr. Pendergast utilized seven (7) comparable land sales ranging in value from \$45,732 to \$95,420 per acre, arriving at a valuation of \$59,300 per acre for the subject property or \$135,700 for the land taken. Mr. Pendergast opined the remainder property was damaged 69% by the proximity of the Wekiva Parkway. Thus, Mr. Pendergast estimates the compensation due the Respondent at \$216,000, consisting of \$137,500 for land taken and \$80,300 damages to the remainder.

This matter was schedule for trial in May 2016 and the parties were about to begin all depositions in this case post mediation, if necessary. During mediation, the parties were able to reach a settlement in the amount of \$147,500 as full settlement of all claims for compensation by the property owner, plus statutory attorney's fees totaling \$17,160, plus reduced expert fees and costs totaling \$31,105.86.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the mediated settlement in the amount of \$147,500, plus attorney's fees and costs and experts' fees and costs totaling \$48,265.86, which is in the CFX's best interest. Settlement of the underlying claim and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 285.

At its March 23, 2016 meeting, the Right-of-Way Committee recommended approval of the settlement to the CFX Board.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$195,765.86 in full settlement of all claims for compensation in the acquisition of Parcel 285, including all attorney's fees and all experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property
Exhibit "B" – Photographs of the Subject Property and Area
Exhibit "C" – Sketch of Area of Take and Sketch of After condition of property
Exhibit "D" – Invoices for services rendered by MEI Civil, Inc., Florida Real Estate Analysts, Inc., Williams Development Services, Inc., and VHB MillerSellen
Exhibit "E" – Mediated Settlement Agreement – Parcel 280

Reviewed by:

A handwritten signature in blue ink, reading "Joseph J. Lussiatore", is written over a horizontal line.

ORLDOCS 14588984 1

ORLANDO ORANGE COUNTY
EXPRESSWAY AUTHORITY
STATE ROAD 429
PROJECT NO. 429-205

PARCEL NO. 285
PURPOSE: LIMITED ACCESS RIGHT-OF-WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; BEING A PORTION OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING A FOUND 4"X4" CONCRETE MONUMENT WITH A 2" BRASS DISK STAMPED "ORANGE COUNTY ENGR. DEPT. SEC. CONTROL 1/4 5/6/5/7 T20 S R28E"; THENCE NORTH 03°43'34" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1279.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°43'34" WEST ALONG SAID WEST LINE, A DISTANCE OF 300.72 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE, RUN NORTH 89°04'36" EAST, A DISTANCE OF 331.91 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 03°42'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 300.77 FEET TO A POINT ON THE AFORESAID SOUTH LINE; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°05'11" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 331.79 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 429 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 2.288 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 1 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 285



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

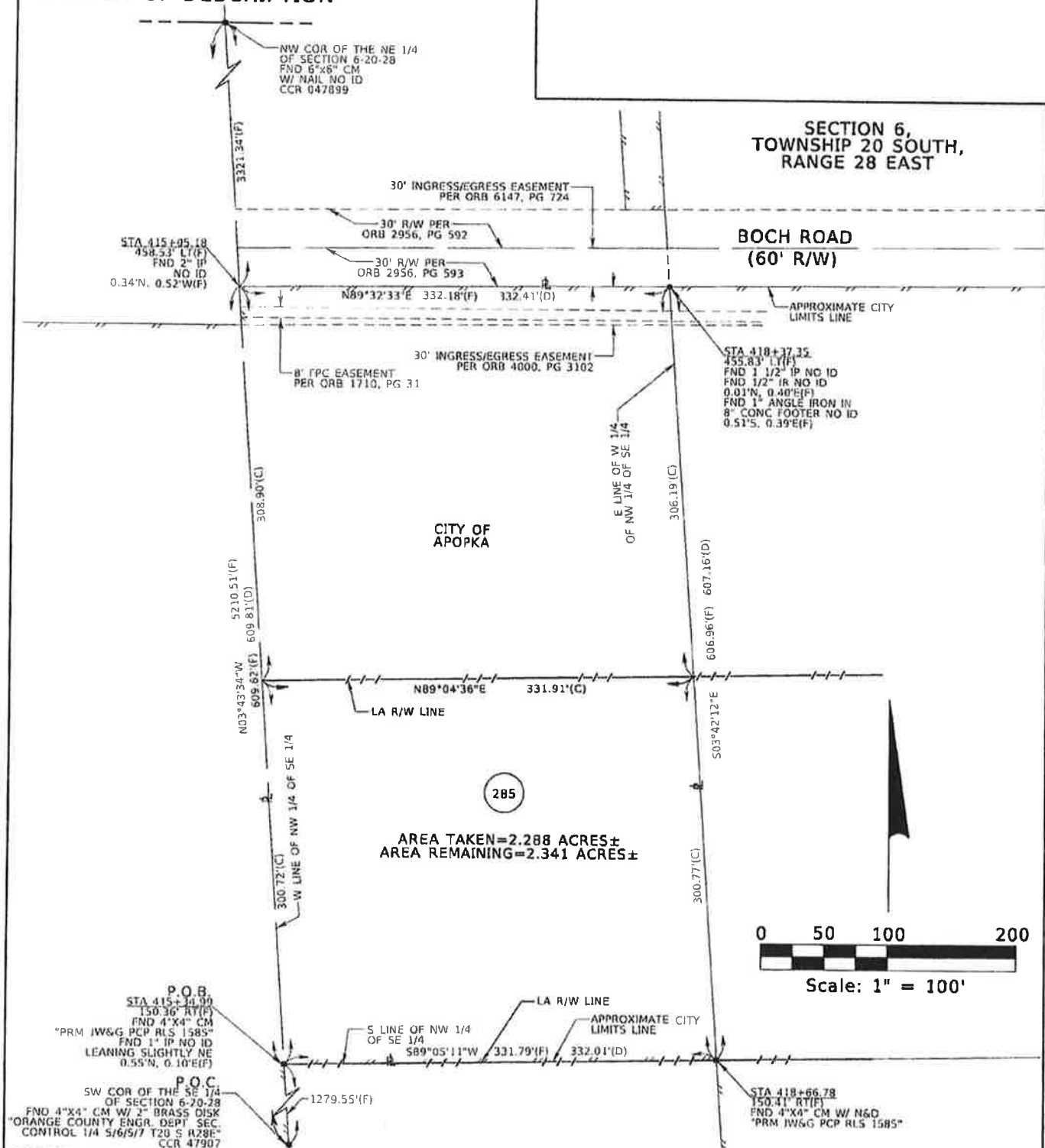
MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

EXHIBIT "A"

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

DATE: APRIL 11, 2013

PROJECT NO.: P04-04

DRAWN: DPW CHECKED: JMS

**STATE ROAD 429
OOCEA PROJECT NO. 429-205
PARCEL NO. 285**



GEODATA CONSULTANTS, INC.

SURVEYING & MAPPING

2700 WESTHALL LANE

SUITE 137

MAITLAND, FLORIDA 32751

VOICE: (407) 660-2322 FAX: 660-8223

LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS



(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	LT	= LEFT
(F)	= FIELD	N&D	= NAIL AND DISK
CCR	= CERTIFIED CORNER RECORD	N:	= NOTHING
CM	= CONCRETE MONUMENT	NO.	= NUMBER
COR	= CORNER	ORB	= OFFICIAL RECORDS BOOK
DB	= DEED BOOK	PL	= PROPERTY LINE
E:	= EASTING	PG	= PAGE
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
FPC	= FLORIDA POWER CORPORATION	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
JP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 28 EAST, HAVING A BEARING OF NORTH 03°43'34" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 18, 2012, FILE NO. 2037-2840317, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

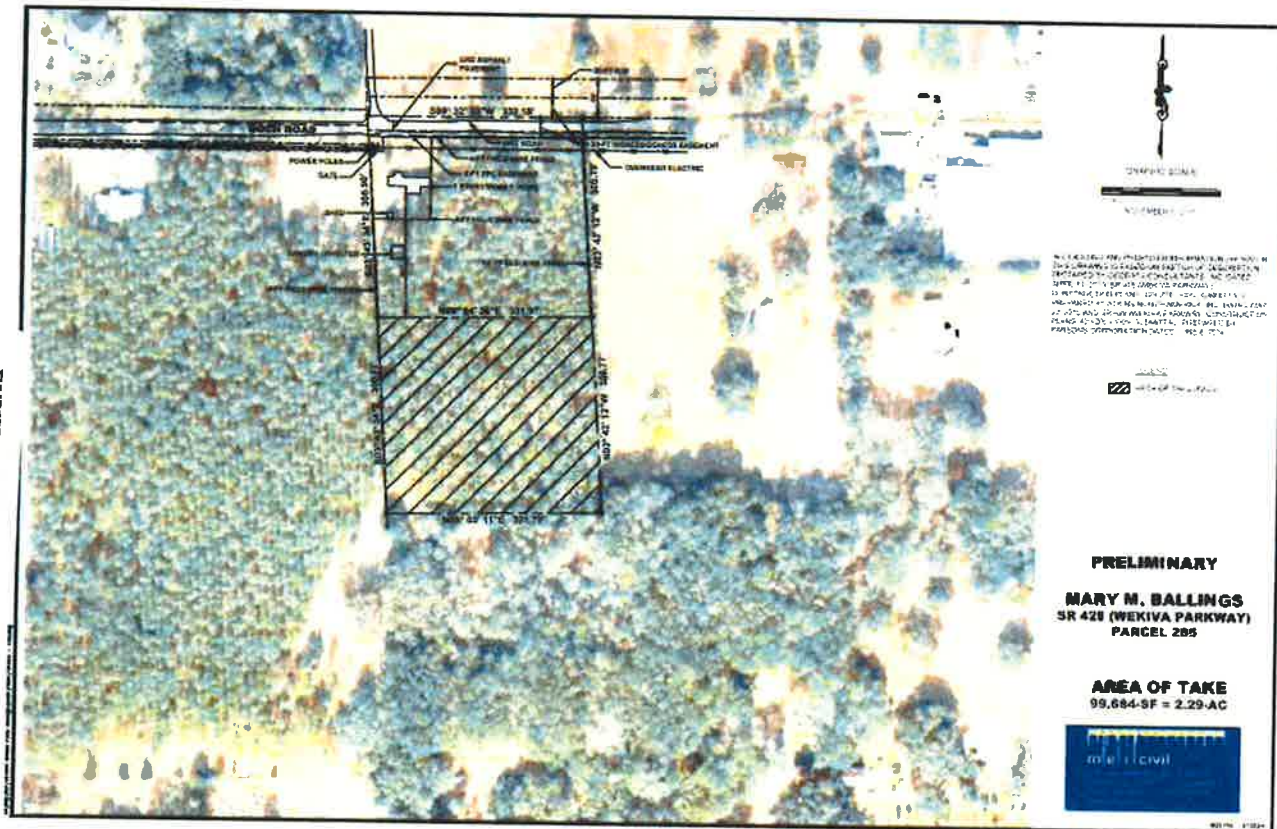
SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

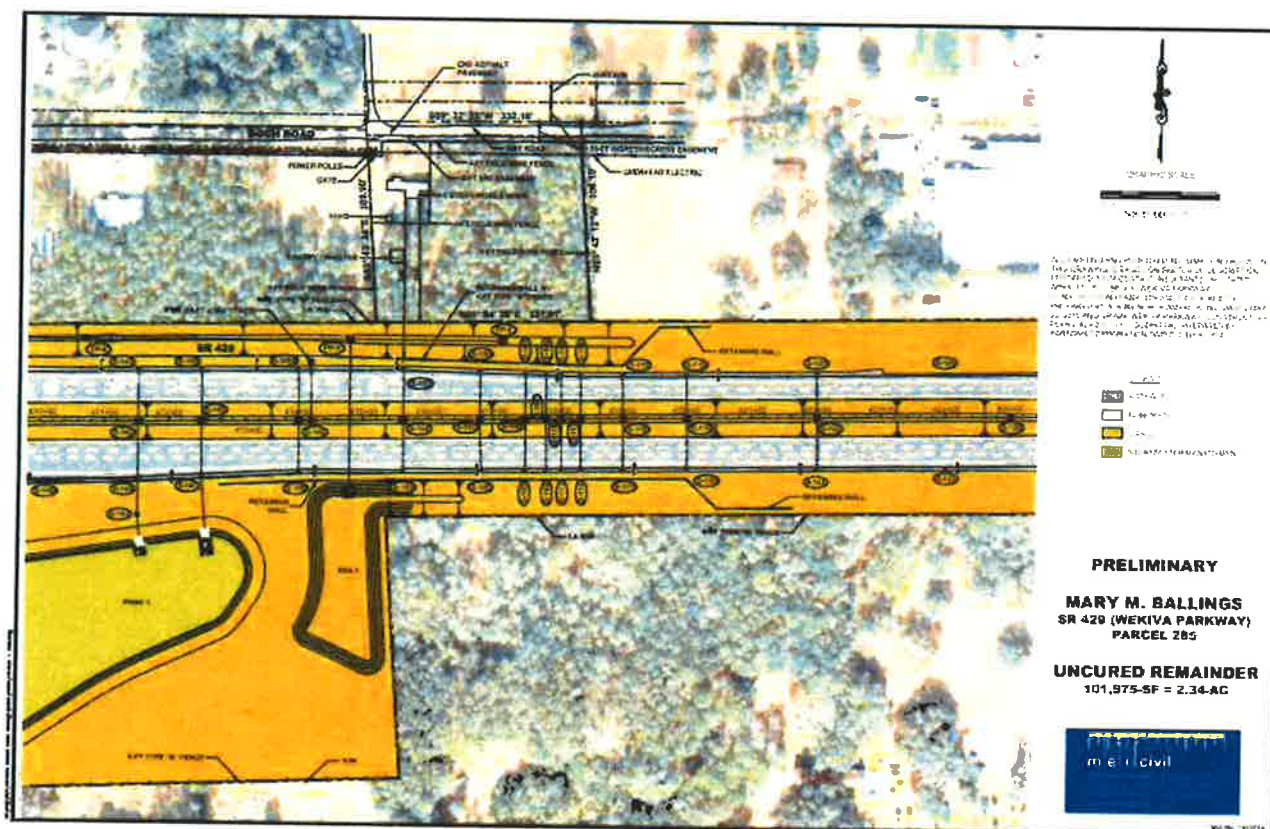
SHEET 3 OF 3

		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 51-37, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.	
REVISED PER COMMENTS	DPW	05/23/2013	 H. Paul deVero, Professional Land Surveyor No. 4980
REVISION	BY	DATE	
FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DATE: APRIL 11, 2013		OOCEA PROJECT NO. 429-205	
PROJECT NO.: P04-04		PARCEL NO. 285	
DRAWN: DPW CHECKED: JMS		 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	



Wekiva Parkway Project 429-205 Parcel 285
2486 Boch Road
Apopka, Florida





please make checks payable to:

m e i civil

964 Lake Baldwin Lane., Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

bill to:

Harold A. Lassman, Esquire

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, Florida 32801

Invoice Date: 2/24/2016

Invoice Number: 191023H-1

Invoice Amount Due: **\$9,925.13**

JOB: SR 429, Parcel 285

Ballings

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (GSM)	2.5	\$250.00	\$625.00	\$625.00
Senior Project Manager (KSH)	30.5	\$195.00	\$5,947.50	\$5,947.50
Senior Designer (JRR)	24.0	\$120.00	\$2,880.00	\$2,880.00
Subtotal				\$9,452.50
Expense (5%)				\$472.63
Total Fee Due				\$9,925.13

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

EXHIBIT "D"

Work Descriptions for Glenna S. Morris, P.E.

191023H

Job Name *SR 429, Wekiva Parkway,P285, Ballings*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
10/27/2015	1.0	review case w/KSH
10/29/2015	1.5	provide input on development potential, utilities
<i>Total Hours:</i>	2.5	

Work Descriptions for Kevin S. Hebert, PE

191023H

Job Name SR 429, Par 285, Ballings

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
10/27/2015	1.0	Prep and attend conf call
10/28/2015	2.0	Appraisal, plans, analysis
10/29/2015	1.5	Appraisal, plans, analysis, prep PER, maps, exhibits, etc.
10/30/2015	1.0	Appraisal, plans, analysis, PER, maps, exhibits cont.
11/2/2015	4.0	Prep and attend conf call, appraisal, plans, analysis, PER, maps, exhibits cont.
11/3/2015	0.5	Appraisal, plans, analysis, PER, maps, exhibits cont.
11/4/2015	2.0	Appraisal, plans, analysis, PER, maps, exhibits cont.
11/5/2015	2.5	Prep and attend conf call, appraisal, plans, analysis, PER, maps, exhibits cont.
11/9/2015	2.0	Prep and attend conf call, cost analysis, exhibits cont.
11/11/2015	1.0	Analysis, exhibits coord.
11/12/2015	1.0	Cost pro-rata analysis
11/13/2015	0.5	Cost pro-rata analysis cont.
11/14/2015	1.0	PER updates, exhibits, cont.
11/16/2015	2.0	PER updates, exhibits, cost, cont.
11/18/2015	0.5	PER updates, exhibits, cost, cont.
11/20/2015	0.5	PER updates, exhibits, cost, cont.
11/23/2015	0.5	Deliverables updates
2/4/2016	1.0	Interrogatories material review
2/18/2016	1.0	Material review in advance of upcoming legal dates
2/24/2016	3.0	Analysis and review of Development Potential Analysis report, density analysis
2/26/2016	2.0	Mediation prep and availability
<i>Total Hours:</i>	<i>30.5</i>	

Work Descriptions for John R. Russell

191023H

Job Name *Wekiva Parkway P285 Ballings*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
10/27/2015	1.5		Draft Roadway Plans - Shading & Hatching
10/28/2015	3.0		Draft Roadway Plans
10/28/2015	0.5		Draft Boundary & RW
10/28/2015	1.0		Download & Review Appraisal
10/29/2015	1.5		Area of Take Layout & Calculations
10/29/2015	2.0		Before Conditions Layout & Calculations
10/29/2015	2.5		UnCured Remainder Layout & Calculations
10/30/2015	1.0		Review Updated FDOT Roadway Plans
10/30/2015	0.5		Check Plot & Review
10/30/2015	1.0		Compile Exhibits into Master & Plot Files
10/31/2015	1.0		USGS, FEMA, Aerial & Location Map Exhibits
11/3/2015	1.5		Review Parent Tract Boundary & Easements from FDOT Survey
11/11/2015	3.5		Retaining Wall Profile
11/12/2015	1.5		Retaining Wall Profile - Shading & Sheet Setup
11/12/2015	1.0		Engineer Comments
11/14/2015	0.5		Plot Progress Wall Profile Exhibits
11/16/2015	0.5		Revisions Per Engineer Comments
<i>Total Hours:</i>		<i>24.0</i>	



February 25, 2016

Mr. Raymer F. Maguire, III
Attorney at Law
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, FL 32801

RE: Project : Wekiva Parkway
 County : Orange
 Parcel : 285
 Owner : Ballings

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data. Research and analysis concerning condemnation blight. Research for sales data and analysis of damages due to the acquisition. Consultation with owner's attorney, and other experts regarding the ROW acquisition. Preparation of appraisal report. Update of research and analysis for mediation and trial.

Pendergast:	71.50 Hrs @ \$180.00/Hr . =	<u>\$12,870</u>
Total Invoice Amount		\$12,870

Thank you,

A handwritten signature in cursive script that reads 'Gary M. Pendergast'.

Gary M. Pendergast, MAI, President

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 285
Project: Wekiva Parkway
Owner: Ballings

<u>Date</u>	<u>Procedure</u>	<u>Time</u>
04/23/12	Consultation with owner's attorney. Analysis of data provided by owner's attorney.	.25
08/08/12	Review data provided by owner's attorney. Review preliminary design aerials and retention pond data. Consultation with owner's attorney.	.25
08/15/12	Research subject property data. Consultation with owner's attorney.	.25
08/17/12	Inspection of subject property and surrounding area. Review maps, plans, And aerials. Consultation with property owner and owner's attorney.	1.50
08/20/12	Research ownership details for the manufactured home. Consultation with property owner. Analysis of data.	.50
10/09/12	Research and review history of Wekiva Parkway. Research neighborhood data.	1.00
11/06/12	Research and consultation regarding history of the subject property, improvements, annexations in the area, and other data.	.50
01/09/13	Consultation with other experts and property owners regarding condemnation valuation issues.	.25
03/21/13	Research and review project details and parcel information. Review preliminary design details provided by the Expressway. Consultation with property owner and owner's attorney regarding the taking and damage issues.	.75
05/02/13	Consultation and analysis with other experts.	.25
04/30/13	Review project data.	.25
01/13/14	Research and review status of nearby developments in the neighborhood and area.	1.00
02/27/14	Research and review current design plans for the project and parcel.	.50
03/20/14	Review expressway authority damage studies for small and large residential Properties. Analysis of sales data, OCPA data, aerials, maps, and plans.	1.25
07/21/14	Research and review of data provided by owner's attorney.	.50

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 285
Project: Wekiva Parkway
Owner: Ballings

07/28/14	Inspection of subject property and neighborhood. Research and analysis of Property details and improvements. Analysis of area taken. Research OCPA Property details and search of history of property.	1.50
08/05/14	Review construction plans and aerial data. Consultation with engineer regarding utilities.	.50
08/20/14	Consultation with land planner regarding improvement data and highest and best use issues. Research regarding zoning and comprehensive plan.	.50
08/21/14	Consultation and research with land planner and engineer. Consultation with owner's attorney regarding valuation issues.	.50
08/22/14	Consultation with land planner regarding highest and best use issues. Research and analysis of data.	.25
08/27/14	Research and consultation regarding project influence and condemnation blight.	.50
09/04/14	Conference and consultation with land planner, engineer, and property owner.	.25
09/22/14	Consultation with other experts and owners regarding interim use issues.	1.00
09/29/14	Consultation regarding parent tract issues.	.25
10/10/14	Conference and research/analysis with engineer and planner regarding their preliminary findings concerning project history, land use issues, project influence, and blight issues.	.25
02/20/15	Analysis and consultation with Williams and Morris regarding damage issues.	.25
02/25/15	Analysis and consultation with other experts regarding the project and planning issues. Research for vacant land sales. Analysis of data.	1.50
02/26/15	Research for vacant land sales. Consultation with land planner.	1.25
03/16/15	Research for before and after land sales.	1.50
03/17/15	Review/Analysis of vacant land sales data.	2.00
04/13/15	Review data and reports provided by owner's attorney. Analysis of data.	1.00

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 285
Project: Wekiva Parkway
Owner: Ballings

05/05/15	Consultation with land planner and owner's representative. Analysis of parent tract issues and highest and best use. Study of project influence. Consult with planner regarding land use issues.	1.00
06/11/15	Consultation with Katie Shannon and Jim Hall regarding planning data, interchange study, and future land use issues. Review interchange study, vision plan, and other data provided by land planner.	1.00
06/15/15	Analysis and consultation with other experts regarding condemnation blight, and project influence in area. Review project maps and plans. Review aerials and alternate route history. Research and review Wekiva Parkway Protection Act. Analysis of data provided in production request.	2.00
06/19/15	Review and analysis with planners Hall and Williams. Research aerials, maps, and plans. Consultation with experts.	.50
06/25/15	Research concerning the Wekiva Study Area and Wekiva Protection Act. Consultation with owner's Attorney. Analysis of data, maps, and aerials. Consultation with land planner concerning utility issues and locations.	.75
06/26/15	Consultation with Morris, Hall, and Williams, and owners attorney regarding condemnation blight issues. Review recent case law provided by owner's attorney.	.75
07/22/15	Research and consultation regarding planning documents from Hall's office. Highest and best use study. Review annexation ordinances, FLU element from 2002, property owner letters regarding Wekiva Study area, and other data.	1.00
08/10/10	Review data provided by owner's attorney.	.25
09/01/15	Analysis and review of preliminary data from planner Hall's office. Highest and best use study.	.50
09/17/15	Consultation and analysis with planner Williams.	.25
09/25/15	Analysis and review of data provided by planner Hall's office.	.25
10/01/15	Research for comparable sales data for the before and after valuation.	1.50
10/05/15	Research and analysis with other experts concerning the before and after conditions. Research for land sales data. Review aerials.	1.50

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 285

Project: Wekiva Parkway

Owner: Ballings

10/29/15	Analysis and consultation with Hall, Shannon, and Williams regarding their findings and analyses. Review data provided. Research for sales data. Analysis and verification.	1.25
10/30/15	Research for before and after land sales data.	1.50
11/02/15	Research Microbase, MLS, Costar, public records and other sources. Analyses and verification. Inspection of sales data.	1.00
11/03/15	Damage study and analysis.	1.50
11/04/15	Damage study and analysis. Research for after condition sales.	1.00
11/05/15	Consultation with expert engineer and planner regarding utility locations and costs/issues. Review data provided by engineer Morris's office. Review preliminary data with Williams. Research for damage study.	1.00
11/06/15	Review, analysis, and verification of appraisal data.	1.00
11/09/15	Research, review and analysis of cost data for utilities, items in the take, and partial cure. Consultation with Williams and Hall regarding pro rata share utility costs. Verify with Morris. Analysis of data for report.	1.00
11/10/15	Consultation with attorney's office regarding exhibits and sales data. Verification of data. Study and analysis of appraisal issues and data.	.50
11/11/15	Consultation with engineer regarding ROW maps, and construction plans/details. Review dedication agreement and development agreement between owners in area. Research and analysis of appraisal data.	1.00
11/12/15	Verification of data. Consultation with planner Williams. Analysis of data. Consultation with engineer from Morris's office regarding items in the take. Review Williams data, Morris data, and Hall data. Research and analysis of sales data.	3.50
11/13/15	Research and analysis of damages. Inspection of data. Verification of data.	1.50
11/16/15	Review updated data from Morris. Appraisal analysis.	.50
11/17/15	Research and analysis of sales and cost data. Appraisal analysis. Consultation with engineer.	3.75

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 285
Project: Wekiva Parkway
Owner: Ballings

11/18/15	Consultation with engineer from Morris's office regarding changes to engineering reports.	.25
12/03/15	Consultation regarding Expressway Authority reports.	.25
01/15/16	Research and consultation with other experts for rebuttal analysis. Review and analysis of data.	1.75
01/18/16	Research and analysis of documents in support of project influence and condemnation blight.	1.50
01/20/16	Review documents in preparation for mediation.	1.25
01/22/16	Research and consultation for rebuttal report.	.25
01/25/16	Review condemning authority appraisal report and data. Preparation of rebuttal report and analysis.	4.00
01/26/16	Review maps and data provided by land planner, in preparation for mediation and trial.	.50
01/27/16	Review rebuttal reports from condemning authority in preparation for mediation and trial.	1.00
02/05/16	Trial preparation. Outline and study of condemnation blight issues for owner's Attorney.	1.00
02/08/16	Research and study of condemnation blight for trial preparation.	1.50
02/10/16	Consultation with owner's attorney regarding project influence and valuation issues.	.25
02/12/16	Research and consultation with other experts regarding project influence and Condemnation blight.	.50
02/15/16	Research, analysis and review data. Update of research. Inspection and Verification of data. Appraisal analysis for final appraisal report.	<u>4.25</u>
	Total	71.50

WILLIAMS DEVELOPMENT SERVICES INC.

February 22, 2016

Mr. Raymer F Maguire III
Maguire Lassman PA
605 e. Robinson Street Suite 140
Orlando FL 32801

Subject: CFX v. Mary M. Balling
Parcel 285, Wekiva Parkway, Orange County
Land Planning and Development Permitting Analysis

Dear Mr. Maguire

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries marked with an (A) indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
5-14-14	Meeting with attorney, retained in case, received initial work assignments	1.0
7-31-14	Site and neighborhood inspections	1.0
10-1-15		1.5 (A)
8-6-14	Review right of way and construction plans for impact to property	1.0
9-9-14	Collect and analyze background data on County Comprehensive Plan and Land	2.0
9-10-14	Development Code, City of Apopka Comprehensive Plan and Land Development Code, probability of annexation, reasonable probability of amending Development Regulations, utility availability, physical characteristics of site	2.0
9-11-14	Orange County Comprehensive Plan, FLUM and FLU Element	0.5(A)
9-16-14	City of Apopka Comprehensive Plan, FLUM and FLU Element (2020, 2030)	0.5(A)
10-22-14	Review and comment on Expressway appraisal by Integra from a land planning and development permitting standpoint	3.2
8-20-14	Preparation for and attendance at team meeting of experts to report findings,	1.0(A)
10-5-15	Exchange information and coordinate work assignments	0.5(A)
11-5-15		0.5(A)
11-12-15		0.5(A)
2-26-15	Highest and best use analysis, damage analysis	2.0
10-26-15		2.0
10-29-15		1.0

920 S DELANEY AVE ORLANDO FL 32806 407 376 4792 EDW5654@BELLSOUTH.NET

WILLIAMS DEVELOPMENT SERVICES INC.

11-5-15	Review and comment on Morris Engineering reports, analysis and exhibits	1.5
11-9-15	Utility extension costs	0.5(A)
1-15-16	Prepare rebuttal report and review Expressway experts' rebuttal reports	1.0

Subtotal: 23.2 Hours at \$250.00 per Hour

Total Due: \$5,800.00

Submitted By:



Edward J Williams, President
Williams Development Services Inc.



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Raymer Maguire, Esq.
Fixel Maguire & Willis
1010 Executive Center Drive
Suite 121
Orlando, FL 32803

Invoice No: **0000001**
March 10, 2016
VHB Project No: 61561.00

Invoice Total \$9,668.07

Ballings and Smith / Expressway Authority / SR 429 Extension

Professional Services Thru February 27, 2016

Professional Personnel

	Hours	Rate	Amount
Principal 1	15.00	250.00	3,750.00
Technical/Professional 07	4.50	125.00	562.50
Technical/Professional 06	1.50	125.00	187.50
Technical/Professional 05	31.50	125.00	3,937.50
Technical/Professional 04	9.00	95.00	855.00
Technical/Support 5	1.50	95.00	142.50
Totals	63.00		9,435.00
Total Labor			9,435.00

Reimbursable Expenses

Printing	233.07
Total Reimbursables	233.07

Total this Invoice \$9,668.07

Billings to Date

	Current	Prior	Total
Labor	9,435.00	0.00	9,435.00
Expense	233.07	0.00	233.07
Totals	9,668.07	0.00	9,668.07

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 87102.10

Period: 201012

Date	Location	Job Type	User	Total
11/4/2010	Orlando FL	OSS LASER PRINTING	CJackows	\$1.56
			Total	\$1.56

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61561.00

Period: 201211

Date	Location	Job Type	User	Total
10/9/2012	Orlando FL	OSS LASER PRINTING	CJackows	\$1.28
			Total	\$1.28

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61561.00

Period: 201304

Date	Location	Job Type	User	Total
3/18/2013	Orlando FL	OSS LASER PRINTING	CJackows	\$0.26
			Total	\$0.26



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61561.00

Period: 201512

Date	Location	Job Type	User	Total
11/2/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$71.37
11/3/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$103.31
11/4/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$31.95
11/13/2015	Orlando FL	Sm Fmt Color Printing	KDavis	\$2.14
			Total	\$208.77



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 02/29/16

Project No.: 61561.00

Project Title: Planning Services for Ballings and Smith / Expressway Authority / SR 429 Extension

HALL

11/05/10	1.0 Hr.	Team Meeting
11/18/10	1.0 Hr.	Direct Research
05/22/15	1.0 Hr.	Review file and coordinate with Client
10/29/15	0.5 Hr.	Reviewed DPA with Shannon
10/30/15	0.5 Hr.	Reviewed DPA with Shannon
11/02/15	1.0 Hr.	Reviewed DPA with Shannon (access easement graphic created)
11/03/15	1.0 Hr.	Reviewed DPA with Shannon (revisions to access easement graphic)
11/04/15	0.5 Hr.	Reviewed DPA with Shannon (reviewed access agreement analysis)
11/05/15	0.5 Hr.	DPA edits
11/06/15	0.5 Hr.	DPA edits
11/09/15	0.5 Hr.	Team meeting
11/10/15	4.0 Hrs.	Depo conference call; collection of docs; review of other reports
11/13/15	1.0 Hr.	Depo review
11/17/15	0.5 Hr.	Reviewed DPA with Shannon
01/20/16	1.0 Hr.	Conference Call
02/26/16	0.5 Hr.	Review invoices

AUSTIN

11/03/10	0.5 Hr.	Create Proposal
11/18/10	1.0 Hr.	Review File

GIERLACH

11/12/10	1.0 Hr.	Prepare typical ED map series
11/18/10	3.5 Hrs.	Prepare standard set of Eminent Domain graphics



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Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 02/29/16

Project No.: 61561.00

Project Title: Planning Services for Ballings and Smith / Expressway Authority / SR 429 Extension

JACKOWSKI

11/05/10	0.5 Hrs.	Final and print two of each of the following Proposals (1) 87102.10 (properties owned by Mary Ballings & Ralph Vernice Smith), (2) 87097.10 (properties owned by Summer Lake-Grace Groves) and (3) 87101.10 (Thomas Callan, P.A. - property owned by Jain Family Holdings); obtain signatures;
12/08/10	0.5 Hrs.	Print final agreement for Fixel Maguire & Wells/Ballings & Smith expert witness; obtain signatures; scan, file & log; mail originals; copy/file admin.
04/27/12	0.5 Hrs.	Set up file folders for Fixel/Mary Ballings and file Project/Parcel Status notes from Raymer Maguire; set up conf. call schedule in calendar for next four quarterly meetings/project updates.
10/09/12	0.5 Hrs.	Print and file email re: SR 429/October 2012 Status Update/Mary M. Ballings and coord. quarterly meetings for 2013 in calendar.
03/18/13	0.5 Hrs.	Scan, print & file notices and send mtg. invite for Ballings, Smith, Klepzig & Morris community open-house meeting for first section of Wekiva Parkway - North US441 near Plymouth Sorrento Road to North of Kelly Park Road (March 21, 2013 6:00-8:00 p.m.)

SHANNON

10/21/15	1.5 Hrs.	DPA; retrieved Appraisal, Wekiva Parkway Map, started draft report with Katie
10/23/15	1.0 Hr.	Revisions to DPA
10/30/15	3.0 Hrs.	Revisions to DPA
11/02/15	3.0 Hrs.	Revisions to DPA
11/03/15	2.0 Hrs.	Revisions to DPA
11/04/15	2.0 Hrs.	Revisions to DPA
11/05/15	0.5 Hrs.	Meeting with Maguire, Pendergast, Ed, Jim
11/13/15	2.0 Hrs.	Conference call/revisions to DPA
11/17/15	0.5 Hr.	Conference with Maguire, etc. to review DPA and MEI reports
01/15/16	0.5 Hr.	tele with Gary, Ted, Sam, Raymer, Harold to discuss graphics for comp sales analysis
01/20/16	2.5 Hrs.	Conference call; Comps analysis
01/21/16	1.5 Hrs.	research on 2000 NW Study Area Concept Plan
02/10/16	0.5 Hr.	Tele conference with Matt and Raymer
02/16/16	2.5 Hrs.	Tele conference with Raymer/highlighting of report
02/24/16	0.5 Hr.	Tele conference



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Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 02/29/16

Project No.: 61561.00

Project Title: Planning Services for Ballings and Smith / Expressway Authority / SR 429 Extension

DAVIS

10/21/15	2.0 Hrs.	Business Analysis Input
10/22/15	3.0 Hrs.	Reviewed Business Analyst Data
10/23/15	1.0 Hr.	Edits to Marketing Section in DPA
11/10/15	1.0 Hr.	Edits to Marketing Section in DPA
11/13/15	1.0 Hr.	Edits to Marketing Section in DPA

JOHNSON

01/15/16	3.0 Hrs.	Comp Maps
01/18/16	4.0 Hrs.	Maps
01/19/16	1.0 Hr.	Map Updates

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency of
the state under the laws of the State of Florida

CASE NO: 2015-CA-001150-O

Subdivision 39

Petitioner,

Parcel 285

vs.

DARYL A. ALDERMAN,

....

MARY MICHELLE ASHBURN a/k/a
MARY MICHELLE BALLINGS, et al,

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on February 26, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondent, **MARY MICHELLE ASHBURN a/k/a MARY MICHELLE BALLINGS, et al**, ("Respondent") the sum of One Hundred Forty-Seven Thousand Five Hundred Dollars (\$147,500), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 285, subject to apportionment.
2. Petitioner is entitled to a credit in the amount of Ninety-Nine Thousand Six Hundred Fifty Dollars (\$99,650), 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 Forty-Seven Thousand Eight Hundred Fifty Dollars (\$47,850), 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. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the Registry of the Court the sum of Seventeen Thousand One Hundred Sixty Dollars (\$17,160) 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.

EXHIBIT "E"



5. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay the sum of Thirty-One Thousand, One Hundred Five and 86/100 Dollars (\$31,105.86), 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, as follows:

MEI Civil, Inc.	\$ 8,436.36
Florida Real Estate Analysts, Inc.	\$10,939.50
Williams Development Services, Inc.	\$ 4,930.00
VHB MillerSellen	\$ 6,800.00

Counsel for Respondent shall provide the experts' invoices and any additional backup within five (5) days. The above-referenced settlement with VHB MillerSellen is contingent upon receiving its invoice within five (5) days of the date hereof in an amount no less than \$8,000.00.

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.

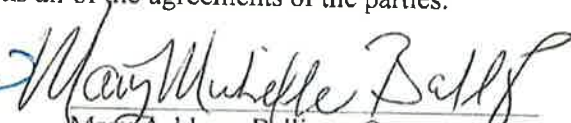
7. The parties agree to continue the trial of this matter pending review by the CFX ROW Committee and CFX Board.

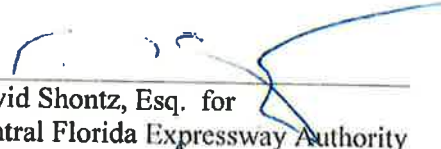
8. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practical after the approval of this mediated settlement agreement by the CFX Board. The Stipulated Final Judgment will include a sentence that states that the portion of the Wekiva Parkway as to Parcel 285 will be built in substantial conformance with the construction plans filed in this case. Respondent will have the same rights as set forth in the *Wye River* case

9. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 285, such as severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

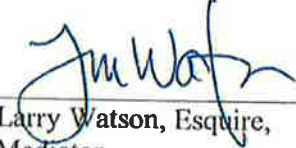
10. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board. This Settlement Agreement, executed by the parties and their counsel on February 26, 2016, contains all of the agreements of the parties.


Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority



Mary Ashburn Ballings, Owner



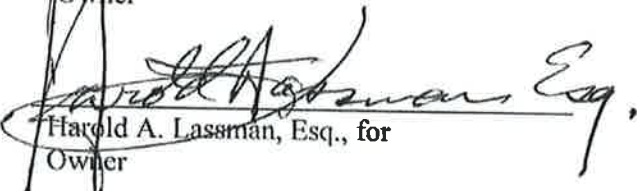
David Shontz, Esq. for
Central Florida Expressway Authority



Larry Watson, Esquire,
Mediator



Raymer F. Maguire, III, Esq., for
Owner



Harold A. Lassman, Esq., for
Owner


CONSENT AGENDA ITEM

#12



MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: March 28, 2016
RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 280
Proposed Mediated Settlement Including Fees and Costs

A handwritten signature in blue ink, appearing to be "DS", is located to the right of the "FROM" and "DATE" lines.

Shutts & Bowen LLP, Right-of-Way Counsel, seeks approval of the Board of a proposed mediated settlement between Vernice L. Smith, Trustee, The Smith Family Revocable Living Trust, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 280 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 280 is a fee simple acquisition of 10.975 acres, more or less, from property located between Boch Road and Haas Road and east of Plymouth Sorrento Road in Orange County, Florida. The remainder is approximately 4.067 acres, which is improved with two manufactured homes. One of the homes is a 2-bedroom, 2-bath consisting of approximately 1,546 square feet and the second home is a 3-bedroom, 2-bath consisting of approximately 1,600 square feet. Both homes were built in 2005, and one is the homestead of Mrs. Smith. Additionally, 2,800 lf of field fencing and two gates are located within the area of taking.

The Property is zoned A-2, Farmland Rural District which provides for residential and agricultural uses. The future land use designation is Rural Settlement by Orange County. The highest and best use of the property as vacant was determined to be future residential development. The continued use as a single-family residence is the highest and best use of the property as improved.

The CFX's appraisal of the property was prepared by Christopher D. Starkey, MAI, of Integra Realty Resources - Orlando. Mr. Starkey used comparable sales ranging from \$27,938 to \$31,079 per acre, with a concluded value of \$29,400 per acre. Thus the value of the land acquired is estimated to be \$322,665 (\$29,400 x 10.975), rounded to \$322,700. The site

improvements consisting of the field fencing and gates are valued at \$13,566, rounded to \$13,600.

After the taking, the remainder property is approximately 73% smaller than the original property, and the residences will be approximately 150 feet from the newly constructed Wekiva Parkway. Mr. Starkey opines this close location creates a negative impact on the remainder property, resulting in a diminution of 25% for the remainder, or incurable damages of \$103,600. Thus, Mr. Starkey opines the total value of the part taken is \$441,621, rounded to \$442,000, consisting of \$336,300 for land and improvements taken, \$103,600 for damages and \$1,721 as a cost to cure the replacement of fencing to secure the pasture areas.

Gary Pendergast, MAI, of Florida Real Estate Analysts, Inc., prepared the appraisal report for the Property Owner. Based upon information from land planners Ed Williams and Jim Hall, Mr. Pendergast opined it would be very probable for the property to receive the zoning and land use approvals needed to allow development of the property at a greater density and thus increase the per acre valuation. Mr. Pendergast utilized seven (7) comparable land sales ranging in value from \$45,752 to \$95,420 per acre, arriving at a valuation of \$64,200 per acre for the subject property or \$704,600 for the land taken. Mr. Pendergast opined the remainder property was damaged by the proximity of the Wekiva Parkway, resulting in a 61% damage or a value of \$25,000 per acre after the taking. This reduction in value creates damages in the amount of \$304,500. Thus, Mr. Pendergast values the taking at \$1,009,100.

This matter was scheduled for trial in May 2016 and the parties were about to begin all depositions in this case post mediation, if necessary. During mediation, the parties were able to reach a settlement in the amount of \$657,000, as full settlement of all claims for compensation by the property owner, plus statutory attorney's fees totaling \$76,197, plus reduced expert fees and costs totaling \$38,696.79.

At its March 23, 2016 meeting, the Right-of-Way Committee recommended approval of the settlement to the CFX Board.

For the above-cited reasons, Right-of-Way counsel requests approval by the CFX Board of the mediated settlement in the amount of \$657,000, plus attorney's fees and costs and experts fees and costs totaling \$114,893.79, which is in the CFX's best interest. Settlement of the underlying claim and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 280.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of \$771,893.79 in full settlement of all claims for compensation in the acquisition of Parcel 280, including all attorney's fees and all experts' fees and costs.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property**
- Exhibit "B" – Photographs of the Subject Property and Area**
- Exhibit "C" - Sketch of the Area of Take and Sketch of After Condition of Property**
- Exhibit "D" – Invoices for services rendered by MEI Civil, Inc., Florida Real Estate Analysts, Inc., Williams Development Services, Inc., and VHB MillerSellen**
- Exhibit "E" – Mediated Settlement Agreement – Parcel 280**

Reviewed by: _____

Joseph F. Lannatore

ORLDOCS 14588971 1

LEGAL DESCRIPTION

PARCEL 280

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 3830, PAGE 3115 AND OFFICIAL RECORDS BOOK 6147, PAGE 723, 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 EXISTING SOUTH LINE, CONTINUE SOUTH 03°43'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 258.85 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE SOUTH 03°43'34" EAST ALONG SAID EAST LINE, A DISTANCE OF 705.81 FEET; THENCE, DEPARTING SAID EAST LINE, SOUTH 87°57'23" WEST A DISTANCE OF 671.78 FEET; THENCE, NORTH 03°39'34" WEST A DISTANCE OF 718.92 FEET; THENCE, NORTH 89°04'36" EAST A DISTANCE OF 671.46 FEET AND 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 10.975 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.


RUSSELL J. MARKS, PSM NO. 5623

3/25/14
DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

URS

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

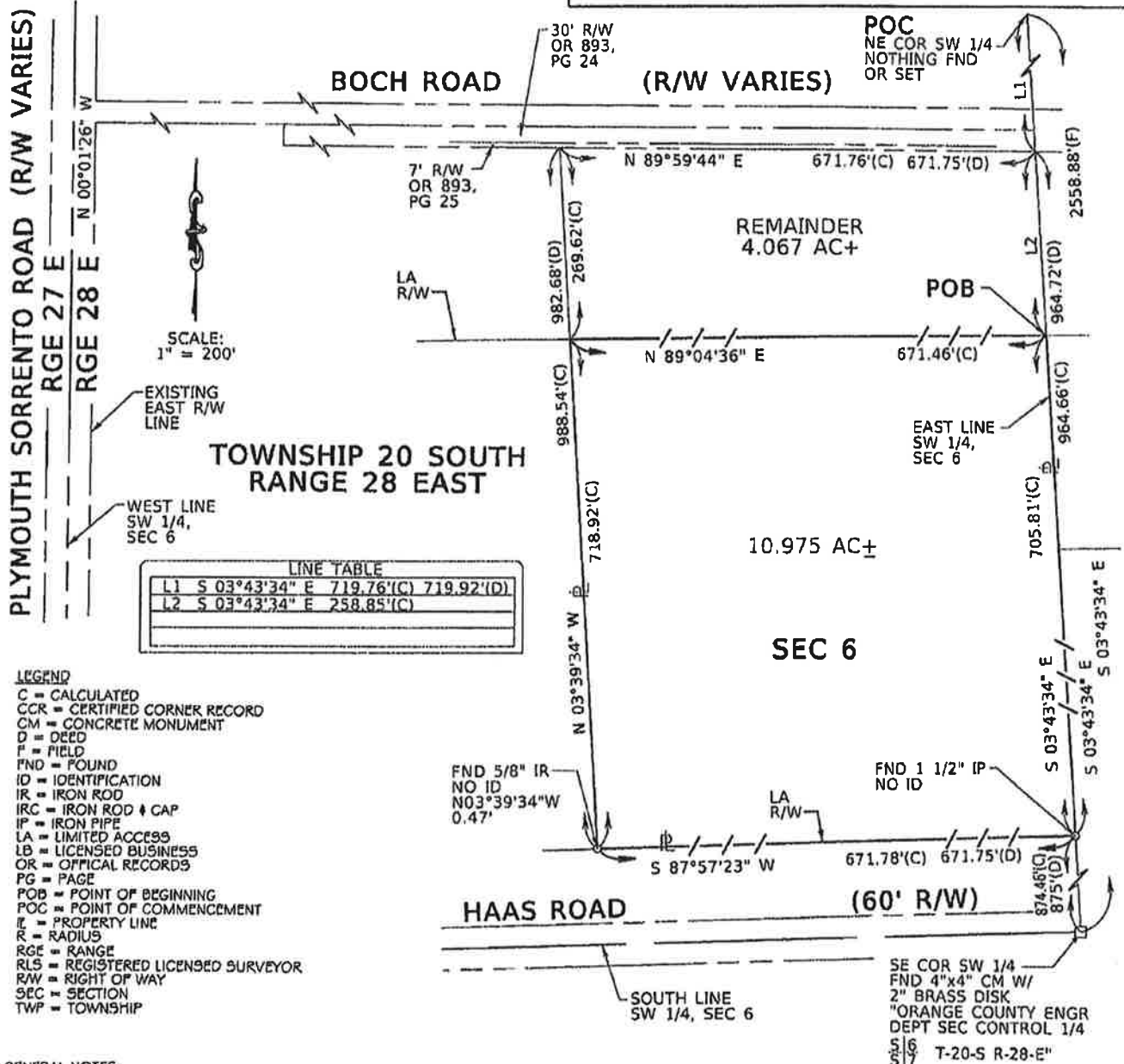
EXHIBIT "A"

SKETCH OF DESCRIPTION

PARCEL 280

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE



FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 3/18/14

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

URS

URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6039

REVISIONS:

SHEET: 2 OF 2

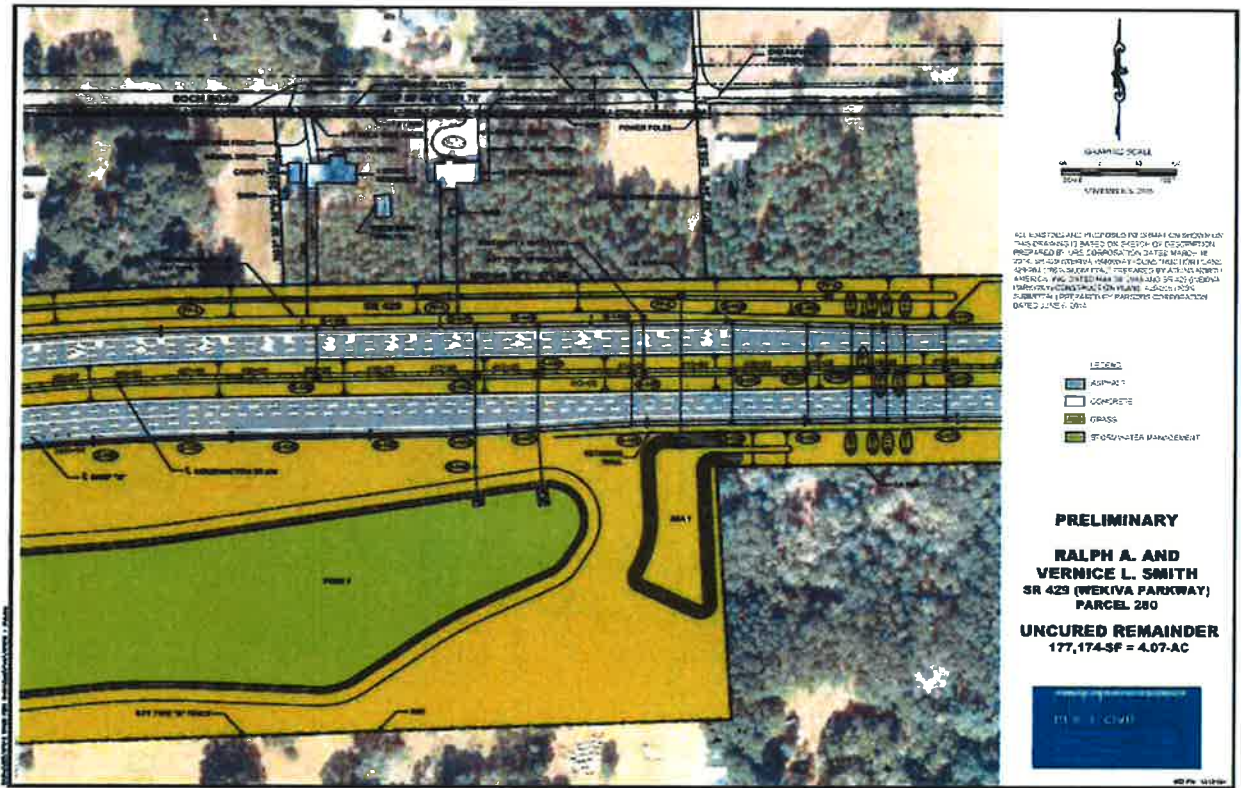


Wekiva Parkway Project 429-204 Parcel 280
2604 Boch Road
Apopka, Florida

EXHIBIT "B"



EXHIBIT "C"



please make checks payable to:

m e i civil

964 Lake Baldwin Lane, Suite 200

Orlando, FL 32814

407-893-6894

fax 407-893-6851

bill to:

Harold A. Lassman, Esquire

Maguire Lassman, P.A.

605 E. Robinson Street, Suite 140

Orlando, Florida 32801

Invoice Date: 2/24/2016

Invoice Number: 191016H-1

Invoice Amount Due: **\$14,135.63**

JOB: SR 429, Parcel 280

Ralph & Vernice Smith

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (GSM)	6.0	\$250.00	\$1,500.00	\$1,500.00
Senior Project Manager (KSH)	47.5	\$195.00	\$9,262.50	\$9,262.50
Senior Designer (JRR)	22.5	\$120.00	\$2,700.00	\$2,700.00
Subtotal				\$13,462.50
Expense (5%)				\$673.13
Total Fee Due				\$14,135.63

See attachment for detail.

Payment is due upon settlement of compensation for subject parcel.

EXHIBIT "D"

Work Descriptions for Glenna S. Morris, P.E.

191016H

Job Name ***SR 429, Wekiva Parkway, P280, Smith***

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
2/4/2015	0.5	provide assistance with legal docs.
5/5/2015	1.5	mtg w/Owners, Experts for overview of case docs. Discussion of case
5/21/2015	2.0	review of plans, research
10/28/2015	1.0	review case info w/KSH, answer questions
11/4/2015	1.0	review PER
<i>Total Hours:</i>	<i>6.0</i>	

Work Descriptions for Kevin S. Hebert, PE

191016H

Job Name *SR 429, P280, Ralph & Vernice Smith*

Date	Hours	Work Description
10/27/2015	1.0	Prep and attend conf call
10/28/2015	2.0	Appraisal, plans, analysis
10/29/2015	7.5	Appraisal, plans, analysis, prep PER, maps, exhibits, etc.
10/30/2015	3.0	Appraisal, plans, analysis, PER, maps, exhibits cont.
11/2/2015	3.0	Prep and attend conf call
11/3/2015	1.0	Appraisal, plans, analysis, PER, maps, exhibits cont.
11/4/2015	9.0	Appraisal, plans, analysis, PER, maps, exhibits cont.
11/5/2015	4.0	Prep and attend conf call, appraisal, plans, analysis, PER, maps, exhibits cont.
11/9/2015	2.0	Prep and attend conf call, cost analysis, exhibits cont.
11/11/2015	1.0	Analysis, exhibits coord.
11/12/2015	1.0	Cost pro-rata analysis
11/13/2015	0.5	Cost pro-rata analysis cont.
11/14/2015	1.0	PER updates, exhibits, cont.
11/16/2015	2.0	PER updates, exhibits, cost, cont.
11/18/2015	0.5	PER updates, exhibits, cost, cont.
11/19/2015	1.0	PER updates
11/20/2015	0.5	PER updates, exhibits, cost, cont.
11/23/2015	0.5	Deliverables updates
2/4/2016	1.0	Interrogatories material review
2/18/2016	1.0	Material review in advance of upcoming legal dates
2/24/2016	3.0	Analysis and review of Development Potential Analysis report, density analysis
2/26/2016	2.0	Mediation prep and availability

Total Hours: 47.5

Work Descriptions for John R. Russell

191016H

Job Name *Wekiva Parkway P280 Smith*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
10/27/2015	1.5		Draft Roadway Plans - Shading & Hatching
10/28/2015	3.0		Draft Roadway Plans
10/28/2015	0.5		Draft Boundary & R/W
10/28/2015	1.0		Download & Review Appraisal
10/29/2015	2.5		UnCured Remainder Layout & Calculations
10/29/2015	1.5		Area of Take Layout & Calculations
10/29/2015	2.0		Before Conditions Layout & Calculations
10/30/2015	0.5		Check Plot & Review
10/30/2015	1.0		Review Updated FDOT Roadway Plans
10/30/2015	1.0		Compile Exhibits Into Master & Plot Files
10/31/2015	1.0		USGS, FEMA, Aerial & Location Map Exhibits
11/11/2015	3.5		Retaining Wall Profile
11/12/2015	1.5		Retaining Wall Profile - Shading & Sheet Setup
11/12/2015	1.0		Engineer Comments
11/14/2015	0.5		Plot Progress Wall Profile Exhibits
11/18/2015	0.5		Revisions Per Engineer Comments
<i>Total Hours:</i>		22.5	



FLORIDA REAL ESTATE ANALYSTS, INC.

Appraisal & Consultation

February 25, 2016

Mr. Raymer F. Maguire, III
Attorney at Law
Maguire Lassman, P.A.
605 E. Robinson Street, Suite 140
Orlando, FL 32801

RE: Project : Wekiva Parkway
County : Orange
Parcel : 280
Owner : Smith

INVOICE

Inspection of subject property and surrounding neighborhood. Research for and analysis of data. Research and analysis concerning condemnation blight. Research for sales data and analysis of damages due to the acquisition. Consultation with owner's attorney, and other experts regarding the ROW acquisition. Preparation of appraisal report. Update of research and analysis for mediation and trial.

Pendergast:	73.00 Hrs @ \$180.00/Hr . =	<u>\$13,140</u>
Total Invoice Amount		\$13,140

Thank you,

Gary M. Pendergast, MAI, President

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 280
Project: Wekiva Parkway
Owner: Smith

<u>Date</u>	<u>Procedure</u>	<u>Time</u>
04/23/12	Consultation with owner's attorney. Analysis of data provided by owner's attorney.	.25
08/08/12	Review data provided by owner's attorney. Review preliminary design aerials and retention pond data. Consultation with owner's attorney.	.25
08/15/12	Research subject property data. Consultation with owner's attorney.	.25
08/17/12	Inspection of subject property and surrounding area. Review maps, plans, And aerials. Consultation with property owner and owner's attorney.	1.50
08/20/12	Research ownership details for the manufactured homes. Consultation with Property owner. Analysis of data.	1.00
10/09/12	Research and review history of Wekiva Parkway. Research neighborhood data.	1.00
11/06/12	Research and consultation regarding history of the subject property, improvements, annexations in the area, and other data.	.50
01/09/13	Consultation with other experts and property owners regarding condemnation valuation issues.	.25
03/21/13	Research and review project details and parcel information. Review preliminary design details provided by the Expressway. Consultation with property owner and owner's attorney regarding the taking and damage issues.	.75
05/02/13	Consultation and analysis with other experts.	.25
04/30/13	Review project data.	.25
01/13/14	Research and review status of nearby developments in the neighborhood and area.	1.00
02/27/14	Research and review current design plans for the project and parcel.	.50
03/20/14	Review expressway authority damage studies for small and large residential Properties. Analysis of sales data, OCPA data, aerials, maps, and plans.	1.25
07/21/14	Research and review of data provided by owner's attorney.	.50

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 280
Project: Wekiva Parkway
Owner: Smith

07/28/14	Inspection of subject property and neighborhood. Research and analysis of Property details and improvements. Analysis of area taken. Research OCPA Property details and search of history of property.	2.50
08/05/14	Review construction plans and aerial data. Consultation with engineer regarding utilities.	.50
08/20/14	Consultation with land planner regarding improvement data and highest and best use issues. Research regarding zoning and comprehensive plan.	.50
08/21/14	Consultation and research with land planner and engineer. Consultation with owner's attorney regarding valuation issues.	.50
08/22/14	Consultation with land planner regarding highest and best use issues. Research and analysis of data.	.25
08/27/14	Research and consultation regarding project influence and condemnation blight.	.50
09/04/14	Conference and consultation with land planner, engineer, and property owner.	.25
09/22/14	Consultation with other experts and owners regarding interim use issues.	1.00
09/29/14	Consultation regarding parent tract issues.	.25
10/10/14	Conference and research/analysis with engineer and planner regarding their preliminary findings concerning project history, land use issues, project influence, and blight issues.	.25
02/20/15	Analysis and consultation with Williams and Morris regarding damage issues.	.25
02/25/15	Analysis and consultation with other experts regarding the project and planning issues. Research for vacant land sales. Analysis of data.	1.50
02/26/15	Research for vacant land sales. Consultation with land planner.	1.25
03/16/15	Research for before and after land sales.	1.50
03/17/15	Review/Analysis of vacant land sales data.	2.00
04/13/15	Review data and reports provided by owner's attorney. Analysis of data.	1.00

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 280
Project: Wekiva Parkway
Owner: Smith

05/05/15	Consultation with land planner and owner's representative. Analysis of parent tract issues and highest and best use. Study of project influence. Consult with planner regarding land use issues.	1.00
06/11/15	Consultation with Katie Shannon and Jim Hall regarding planning data, interchange study, and future land use issues. Review interchange study, vision plan, and other data provided by land planner.	1.00
06/15/15	Analysis and consultation with other experts regarding condemnation blight, and project influence in area. Review project maps and plans. Review aerials and alternate route history. Research and review Wekiva Parkway Protection Act. Analysis of data provided in production request.	2.00
06/19/15	Review and analysis with planners Hall and Williams. Research aerials, maps, and plans. Consultation with experts.	.50
06/25/15	Research concerning the Wekiva Study Area and Wekiva Protection Act. Consultation with owner's Attorney. Analysis of data, maps, and aerials. Consultation with land planner concerning utility issues and locations.	.75
06/26/15	Consultation with Morris, Hall, and Williams, and owners attorney regarding condemnation blight issues. Review recent case law provided by owner's attorney.	.75
07/22/15	Research and consultation regarding planning documents from Hall's office. Highest and best use study. Review annexation ordinances, FLU element from 2002, property owner letters regarding Wekiva Study area, and other data.	1.00
08/10/10	Review data provided by owner's attorney.	.25
09/01/15	Analysis and review of preliminary data from planner Hall's office. Highest and best use study.	.50
09/17/15	Consultation and analysis with planner Williams.	.25
09/25/15	Analysis and review of data provided by planner Hall's office.	.25
10/01/15	Research for comparable sales data for the before and after valuation.	1.50
10/05/15	Research and analysis with other experts concerning the before and after conditions. Research for land sales data. Review aerials.	1.50

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 280
Project: Wekiva Parkway
Owner: Smith

10/29/15	Analysis and consultation with Hall, Shannon, and Williams regarding their findings and analyses. Review data provided. Research for sales data. Analysis and verification.	1.25
10/30/15	Research for before and after land sales data.	1.50
11/02/15	Research Microbase, MLS, Costar, public records and other sources. Analyses and verification. Inspection of sales data.	1.00
11/03/15	Damage study and analysis.	1.50
11/04/15	Damage study and analysis. Research for after condition sales.	1.00
11/05/15	Consultation with expert engineer and planner regarding utility locations and costs/issues. Review data provided by engineer Morris's office. Review preliminary data with Williams. Research for damage study.	1.00
11/06/15	Review, analysis, and verification of appraisal data.	1.00
11/09/15	Research, review and analysis of cost data for utilities, items in the take, and partial cure. Consultation with Williams and Hall regarding pro rata share utility costs. Verify with Morris. Analysis of data for report.	1.00
11/10/15	Consultation with attorney's office regarding exhibits and sales data. Verification of data. Study and analysis of appraisal issues and data.	.50
11/11/15	Consultation with engineer regarding ROW maps, and construction plans/details. Review dedication agreement and development agreement between owners in area. Research and analysis of appraisal data.	1.00
11/12/15	Verification of data. Consultation with planner Williams. Analysis of data. Consultation with engineer from Morris's office regarding items in the take. Review Williams data, Morris data, and Hall data. Research and analysis of sales data.	3.50
11/13/15	Research and analysis of damages. Inspection of data. Verification of data.	1.50
11/16/15	Review updated data from Morris. Appraisal analysis.	.50
11/17/15	Research and analysis of sales and cost data. Appraisal analysis. Consultation with engineer.	3.75

SUMMARY OF SERVICES (Continued)
(GARY M. PENDERGAST)

Parcel : 280
Project: Wekiva Parkway
Owner: Smith

11/18/15	Consultation with engineer from Morris's office regarding changes to engineering reports.	.25
12/03/15	Consultation regarding Expressway Authority reports.	.25
01/15/16	Research and consultation with other experts for rebuttal analysis. Review and analysis of data.	1.75
01/18/16	Research and analysis of documents in support of project influence and condemnation blight.	1.50
01/20/16	Review documents in preparation for mediation.	1.25
01/22/16	Research and consultation for rebuttal report.	.25
01/25/16	Review condemning authority appraisal report and data. Preparation of rebuttal report and analysis.	4.00
01/26/16	Review maps and data provided by land planner, in preparation for mediation and trial.	.50
01/27/16	Review rebuttal reports from condemning authority in preparation for mediation and trial.	1.00
02/05/16	Trial preparation. Outline and study of condemnation blight issues for owner's Attorney.	1.00
02/08/16	Research and study of condemnation blight for trial preparation.	1.50
02/10/16	Consultation with owner's attorney regarding project influence and valuation issues.	.25
02/12/16	Research and consultation with other experts regarding project influence and Condemnation blight.	.50
02/15/16	Research, analysis and review data. Update of research. Inspection and Verification of data. Appraisal analysis for final appraisal report.	<u>4.25</u>
	Total	73.00

WILLIAMS DEVELOPMENT SERVICES INC.

February 22, 2016

Mr. Raymer F Maguire III
Maguire Lassman PA
605 e. Robinson Street Suite 140
Orlando FL 32801

Subject: CFX v. Ralph and Vernice Smith
Parcel 280, Wekiva Parkway, Orange County
Land Planning and Development Permitting Analysis

Dear Mr. Maguire

The following invoice is for professional land planning services in the above described case. Your assistance in processing this invoice would be greatly appreciated. Entries marked with an (A) indicate times allocated on the same day between two or more cases.

DATE	SERVICES	HOURS
3-15-12	Meeting with attorney, retained in case, received initial work assignments	1.0
5-7-13	Site and neighborhood inspections	1.0 (A)
10-1-15		1.5 (A)
11-7-13	Attend Expressway Design Update meeting to determine impact to property	0.5 (A)
12-3-13	Review right of way and construction plans for impact to property	1.0
12-19-13	Collect and analyze background data on County Comprehensive Plan and Land	3.0
2-4-14	Development Code, City of Apopka Comprehensive Plan and Land Development Code, probability of annexation, reasonable probability of amending Development Regulations, utility availability, physical characteristics of site	2.0
1-14-14	Orange County Comprehensive Plan, FLUM and FLU Element	0.5(A)
1-28-14	City of Apopka Comprehensive Plan, FLUM and FLU Element (2020, 2030)	0.5(A)
11-2-14	Review and comment on Expressway appraisal by Integra and update from a	3.0
8-17-15	land planning and development permitting standpoint	1.5
9-4-14	Preparation for and attendance at team meeting of experts to report findings,	1.0(A)
10-5-15	Exchange information and coordinate work assignments	0.5(A)
11-5-15		0.5(A)
11-12-15		0.5(A)
8-20-15	Highest and best use analysis, damage analysis	1.5
10-20-15		2.5
10-22-15		2.0

920 S DELANEY AVE ORLANDO FL 32806 407 376 4792 EDW5654@BELLSOUTH.NET

WILLIAMS DEVELOPMENT SERVICES INC.

11-5-15	Review and comment on Morris Engineering reports, analysis and exhibits	1.5
11-9-15	Utility extension costs	0.5(A)

11-17-15	Review and comment on owner's appraisal by Prendergast from a land planning 2.0 And development permitting standpoint.	
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1-15-16	Prepare rebuttal report and review Expressway experts' rebuttal reports	1.0
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Subtotal: 29.0 Hours at \$250.00 per Hour

Total Due: \$7250.00

Submitted By:



Edward J Williams, President
Williams Development Services Inc.



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
101 Walnut Street, PO Box 9151 | Watertown, MA 02471
617.924.1770 F 617.924.2286

Raymer Maguire, Esq.
Fixel Maguire & Willis
1010 Executive Center Drive
Suite 121
Orlando, FL 32803

Invoice No: 0000001
February 29, 2016
VHB Project No: 61795.00

Invoice Total \$12,697.78

Professional Planning Services for Ralph A. & Vernice L. Smith

Professional Services Thru February 29, 2016

Professional Personnel

	Hours	Rate	Amount
Principal 1	14.00	250.00	3,500.00
Technical/Professional 11	.50	135.00	67.50
Technical/Professional 05	66.50	125.00	8,312.50
Technical/Professional 04	1.00	95.00	95.00
Technical/Support 5	1.50	95.00	142.50
Totals	83.50		12,117.50
Total Labor			12,117.50

Reimbursable Expenses

Printing	580.28
Total Reimbursables	580.28 580.28
Total this Invoice	<u>\$12,697.78</u>

Billings to Date

	Current	Prior	Total
Labor	12,117.50	0.00	12,117.50
Expense	580.28	0.00	580.28
Totals	12,697.78	0.00	12,697.78

ServicePoint Reprographics - VHB Billing Backup Report

Project Number: 61795.00

Period: 201304

Date	Location	Job Type	User	Total
3/18/2013	Orlando FL	OSS LASER PRINTING	CJackows	\$0.13
			Total	\$0.13



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61795.00

Period: 201506

Date	Location	Job Type	User	Total
5/29/2015	Orlando FL	B/W Laser Printing	cpugh	\$0.13
5/5/2015	Orlando FL	B/W Laser Printing	katleshannon	\$0.13
5/22/2015	Orlando FL	B/W Laser Printing	katleshannon	\$0.26
5/5/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$41.54
5/22/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$8.53
5/27/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$42.60
			Total	\$93.19



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61795.00

Period: 201507

Date	Location	Job Type	User	Total
6/19/2015	Orlando FL	B/W Laser Printing	katieshannon	\$1.67
6/5/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$18.12
6/8/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$1.07
			Total	\$20.86



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61795.00

Period: 201508

Date	Location	Job Type	User	Total
7/13/2015	Orlando FL	B/W Laser Printing	katieshannon	\$0.65
7/13/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	\$214.07
		Total		\$214.72



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61795.00

Period: 201510

Date	Location	Job Type	User	Total
8/31/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$101.18
			Total	\$101.18



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61795.00

Period: 201512

Date	Location	Job Type	User	Total
11/4/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$63.90
11/5/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	\$1.07
			Total	\$64.97



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61795.00

Period: 201513

Date	Location	Job Type	User	Total
11/20/2015	Orlando FL	B/W Laser Printing	katleehannon	\$0.52
11/20/2015	Orlando FL	Sm Fmt Color Printing	katleehannon	\$31.95
		Total		\$32.47



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 02/29/16
Project No.: 61795.00
Project Title: Planning Services for Ralph A. & Vernice L. Smith

HALL

06/11/15	1.0 Hr.	New project number/contract created for Ballings case
06/19/15	1.0 Hr.	Meeting with Maguire/Lassman
07/01/15	1.0 Hr.	Drafting of DPA – review of environmental conditions
07/13/15	1.0 Hr.	Drafting of DPA – review of site conditions
07/17/15	1.0 Hr.	Gave Shannon directions on City of Apopka visit
07/31/15	1.0 Hr.	Revisions to DPA
09/14/15	1.0 Hr.	Reviewed Business Analyst data for DPA
09/25/15	0.5 Hr.	Coordination with client
10/29/15	0.5 Hr.	Tele conference with client
10/30/15	0.5 Hr.	Revisions to DPA with Shannon
11/03/15	1.0 Hr.	Revisions to DPA with Shannon
11/04/15	0.5 Hr.	Revisions to DPA with Shannon
11/06/15	0.5 Hr.	Review of Team meeting
11/06/15	0.5 Hr.	review of engineering doc
11/09/15	0.5 Hr.	Revisions to DPA per engineering doc
11/13/15	1.0 Hr.	Tele conference with Maguire/Lassman and project team
11/17/15	0.5 Hr.	Coordination with appraiser
01/20/16	1.0 Hr.	Review of Comp sales document
02/25/16	1.0 Hr.	Review of tele conference with Shannon
02/26/16	0.5 Hr.	Review invoices

CARRAGHER

11/19/13	0.5 Hr.	Contract
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SHANNON

05/05/15	3.0 Hrs.	Reviewed property appraisal data, new docs sent via Raymer; conference call with Raymer; started DPA
05/08/15	0.5 Hrs.	Updates to GIS maps
05/22/15	4.0 Hrs.	Started GIS Map series - neighborhood aerial, site aerial, environmental conditions



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 02/29/16

Project No.: 61795.00

Project Title: Planning Services for Ralph A. & Vernice L. Smith

SHANNON - Con't

05/26/15	2.5 Hrs.	Added information from the property appraiser's website about the Smith property, as well as a Wekiva Parkway exhibit
05/27/15	2.5 Hrs.	Updated DPA with relevant market trend information
06/04/15	3.0 Hrs.	Updated DPA with environmental conditions analysis and traffic analysis.
06/05/15	1.5 Hrs.	Edits made to DPA - FLU policies, overall edits on subject property
06/11/15	2.5 Hrs.	Prepped DPA for meeting with Raymer - focus on before Wekiva legislation condition - meeting with Raymer
06/17/15	3.5 Hrs.	Rewrote primer in market analysis with relevant information pulled from the City's transportation element in the Comprehensive Plan, as well as a development analysis over the last 20 years
06/18/15	0.5 Hr.	Referenced PD&E Study for the Wekiva Parkway
06/19/15	3.5 Hrs.	Revisions to market analysis and development history to include analysis of Plymouth-Sorrento being developed as the main arterial; edited these sections of the DPA, phone telly with Raymer/Gary/Jim/Ed
07/10/15	2.5 Hrs.	Made updates to report - revised pre-post condition, amendment potential, etc.
07/13/15	2.5 Hrs.	Revisions to DPA - consideration of RS FLU Designation in the City of Apopka after annexation and future zoning amendment to RCE-1 to accommodate for higher densities on the subject property
07/17/15	4.0 Hrs.	Drove to City of Apopka to meet with Planning Staff and review old Annexations, FLU/Zoning Amendments, etc. Relevant information to all other WPPA cases
08/31/15	2.5 Hrs.	Updated graphics for DPA, including alternative FLU based off of Plymouth Sorrento Developed as the main arterial.
09/01/15	0.5 Hr.	Meeting with Raymer and Ed Williams
09/14/15	2.5 Hrs.	Ran new business analyst report to show blighted market trends in 1 mile radius surrounding the parkway.
09/15/15	1.0 Hr.	Meeting with Ed Williams/Jim
09/17/15	1.0 Hr.	Meeting with Raymer & Pendergast about report
10/01/15	0.5 Hr.	Meeting with Raymer
10/30/15	1.5 Hrs.	Revisions to DPA
11/02/15	3.5 Hrs.	Revisions to DPA
11/03/15	2.5 Hrs.	Revisions to DPA
11/04/15	2.0 Hrs.	Revisions to DPA



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Invoice

Billing Period thru 02/29/16
Project No.: 61795.00
Project Title: Planning Services for Ralph A. & Vernice L. Smith

SHANNON – Con't

11/05/15	0.5 Hrs.	Meeting with Maguire, Pendergast, Ed, Jim
11/06/15	0.5 Hrs.	Meeting with Raymer/Gary/Glenna
11/13/15	2.0 Hrs.	Conference call/revisions to DPA
01/04/16	0.5 Hr.	Organized all files
01/12/16	1.0 Hr.	Conference call with Sam Middleton/email correspondence on City Planning docs related to old FLU designations/concept plans
01/15/16	0.5 Hr.	tele with Gary, Ted, Sam, Raymer, Harold to discuss graphics for comp sales analysis
01/20/16	2.5 Hrs.	Conference call; Comps analysis
01/21/16	1.5 Hrs.	research on 2000 NW Study Area Concept Plan
02/24/16	0.5 Hr.	tele conference

DAVIS

11/13/15	1.0 Hr.	Revisions to DPA given Business Analyst Data
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JOHNSON

01/19/16	4.0 Hrs.	Comp map and GIS revisions
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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CASE NO: 2015-CA-001150-O
a body politic and corporate, and an agency of
the state under the laws of the State of Florida Subdivision 39

Petitioner,

vs.

HAFEEZ R. ALI,

RALPH A. SMITH AND VERNICE L. SMITH, Parcel 280
TRUSTEES UNDER THAT UNRECORDED
REVOCABLE TRUST AGREEMENT
ENTITLED THE SMITH FAMILY REVOCABLE
LIVING TRUST DATED NOVEMBER 28, 2000,
et al,

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on February 26, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, **RALPH A. SMITH AND VERNICE L. SMITH, TRUSTEES UNDER THAT UNRECORDED REVOCABLE TRUST AGREEMENT ENTITLED THE SMITH FAMILY REVOCABLE LIVING TRUST DATED NOVEMBER 28, 2000**, ("Respondent") the sum of Six Hundred Fifty-Seven Thousand Dollars (\$657,000), in full settlement of all claims for compensation from Petitioner resulting from the taking of Parcel 280, subject to apportionment.
2. Petitioner is entitled to a credit in the amount of Four Hundred Forty-Two Thousand Dollars (\$442,000), 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 Fifteen Thousand Dollars (\$215,000), 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.

EXHIBIT "E"

4. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the Registry of the Court the sum of Seventy-Six Thousand One Hundred Ninety-Seven Dollars (\$76,197) 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 the sum of Thirty-Eight Thousand, Six Hundred Ninety-Six and 79/100 Dollars (\$38,696.70), 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, as follows:

MEI Civil, Inc.	\$12,015.29
Florida Real Estate Analysts, Inc.	\$11,169.00
Williams Development Services, Inc.	\$ 6,162.50
VHB MillerSellen	\$ 9,350.00

Counsel for Respondent shall provide the experts' invoices and any additional backup within five (5) days. The above-referenced settlement with VHB MillerSellen is contingent upon receiving its invoice within five (5) days of the date hereof in an amount no less than \$11,000.00.

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 practical 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 280 will be built in substantial conformance with the construction plans filed in this case. Respondent will have the same rights as set forth in the *Wye River* case

9. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 280, 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 February 26, 2016, contains all of the agreements of the parties.

11. Respondent represents and warrants that she has the power to act on behalf of the Unrecorded Revocable Trust Agreement Entitled The Smith Family Revocable Living Trust dated November 28, 2000.

12. Respondent reserves the right to pursue claims related to possible future damage to her dishes or curios caused by the construction of the Wekiva Parkway.



Linda Brehmer Lanosa, Esq. for
Central Florida Expressway Authority



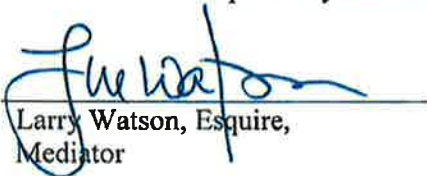
Vernice L. Smith, As Trustee, Under That
Unrecorded Revocable Trust Agreement
Entitled The Smith Family Revocable
Living Trust dated November 28, 2000



Vernice L. Smith, Power of Attorney or
Successor Trustee, on behalf of
Ralph A. Smith, As Trustee, Under That
Unrecorded Revocable Trust Agreement
Entitled The Smith Family Revocable
Living Trust dated November 28, 2000,



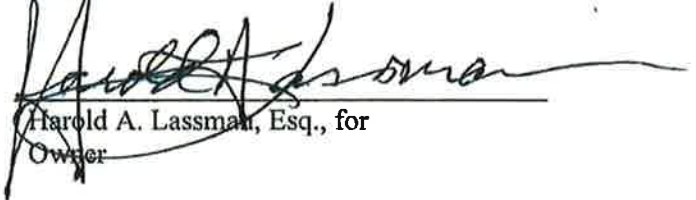
David Shontz, Esq. for
Central Florida Expressway Authority



Larry Watson, Esquire,
Mediator



Raymer F. Maguire III, Esq., for
Owner



Harold A. Lassman, Esq., for
Owner


CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement 

DATE: March 29, 2016

SUBJECT: Authorization to Advertise for Request for Proposals for Roadway and Bridge Maintenance Services – S.R. 417, S.R. 528 and Goldenrod Road Extension Contract No. 001151

Board approval is requested to advertise for Request for Proposals (RFP) from qualified firms to provide roadway and bridge maintenance services for S.R. 417 (Central Florida GreeneWay) from International Drive to Seminole/Orange County line; S.R. 528 (Beachline Expressway) from Boggy Creek Road to S.R. 520; S.R. 551 (Goldenrod Road Extension) from Hoffner Road to Cargo Road.

Our current Agreement for the subject services; Contract No. 000761, with Jorgensen Contract Services, LLC; expires on June 30, 2016.

Reviewed by: 
Claude Miller, Director of Maintenance



CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: March 29, 2016

SUBJECT: Authorization to Advertise for Request for Proposals for
Roadway and Bridge Maintenance Services
S.R. 408, S.R. 429, S.R. 414 and S.R. 451
Contract No. 001152

Board approval is requested to advertise for Request for Proposals (RFP) from qualified firms to provide roadway and bridge maintenance services along S.R. 408 from east S.R. 50/Challenger Parkway to west S.R. 50 at Clark Road; S.R. 429 (Daniel Webster Western Beltway) between Seidel Road and US 441, along S.R. 414 (John Land Apopka Expressway) between S.R. 429 and US 441, and S.R. 451 from S.R. 414 to US 441.

Our current Agreement for the subject services; Contract No. 000760, with Infrastructure Corporation of America; expires on June 30, 2016.

Reviewed by: 
Claude Miller, Director of Maintenance




CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: March 29, 2016

SUBJECT: Award of Contract for
Facilities Maintenance Services
Contract No. 001150

In accordance with the approved Procurement Policy and the Procurement Procedures Manual, a Request for Proposals (RFP) to provide maintenance services for toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension ran in the Orlando Sentinel on January 24, 2016. Responses to the request were received from four (4) firms by the March 8, 2016, deadline for submittal of technical and price proposals. Those firms were: Infrastructure Corporation of America, TME Enterprises, Inc., Jorgensen Contract Services, LLC, and Power Pro-Tech Services, Inc. Power Pro-Tech Services, Inc. was deemed non-responsive due to submitting a partial proposal not inclusive of the complete scope of services as set forth in the RFP documents.

Copies of the remaining three (3) technical proposals were distributed to the Evaluation Committee for review and scoring. The Evaluation Committee met on March 28, 2016, to discuss the proposals, conduct interviews, open the price proposals and record the scores. That scoring resulted in the following ranking of the firms:

<u>Ranking</u>	<u>Firm</u>	<u>Price Proposal Amount</u>
1.	Infrastructure Corporation of America	\$ 9,363,000.00
2.	Jorgensen Contract Services, LLC	\$ 9,273,760.00
3.	TME Enterprises, Inc.	\$12,000,000.00

Board approval is requested to award the contract to Infrastructure Corporation of America in the amount of \$9,363,000.00.

Reviewed by: 
Claude Miller, Director of Maintenance

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



WWW.CFXWAY.COM



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT**

This Contract No. 001150 (the "Contract" as defined herein below), is made this 14th day of April, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and Infrastructure Corporation of America, 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 Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the 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 facilities maintenance services for toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension and related tasks as may from time to time be assigned to the CONTRACTOR; and,

WHEREAS, on or about January 24, 2016, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected;

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 maintenance of, and administration and management services related to, toll facilities on S.R. 408, S.R. 414, S.R. 417, S.R. 528, S.R. 429, and Goldenrod Road Extension, the CFX Headquarters Building (4974 ORL Tower Road), the former CFX office (525 S. Magnolia Avenue), and the E-PASS Service Centers (Pinar Plaza, 762 South Goldenrod Road and in the Good Homes Shopping Center, 8919 West Colonial Drive) in Orange County, Florida 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 (if any),
- 1.3 The Scope of Services (including Maintenance Specifications),
- 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 Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of 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 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will 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 for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for or 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 \$ 9,363,000.00.

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. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/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 D/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 AND PAYMENT BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by 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.

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

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to CFX, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2016 through June 30, 2017. The bond shall be renewed each year

thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida, and shall be approved, and at all times acceptable to, CFX. The surety's resident agent's name, address, and telephone number shall be clearly stated on the face of the bond.

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

7. CONTRACTOR RESPONSIBILITY

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

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

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

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, 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.

7.5 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.

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

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 Program Manager, Project Manager and Superintendent (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

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

9. INDEMNITY

The CONTRACTOR shall indemnify 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 in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. 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 (except for an assignment made for the benefit of creditors) 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, 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 9, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than

the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

21. OTHER SEVERABILITY

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

and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Contract 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. 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:

25.1 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

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

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

25.4 Obligations upon expiration or termination of the Contract, as set forth in Section 26; and

25.5 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.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of 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 April 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

INFRASTRUCTURE CORPORATION OF AMERICA

By: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

RFP-001150 Committee Meeting March 28, 2016 Minutes

Evaluation Committee for Facilities Maintenance Services; Contract No. 001150, held a duly noticed meeting on Monday, March 28, 2016, commencing at 9:00 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Claude Miller, Director of Maintenance
Steve Geiss, Sr. Roadway Inspector
Brad Osterhaus, Road Inspector
Joe Berenis, Chief of Infrastructure

Other Attendees:

Robert Johnson, Manager of Procurement
Robert Glasemann, Facilities Maintenance Supervisor

Other Attendees during the evaluation phase only:

Infrastructure Corporation of America as provided in the attached sign in sheet with the exception of Derrick Jenkins
Jorgensen Contract Services, LLC as provided in the attached sign in sheet with the exception of Rudy Perez
TME Enterprises, Inc. as provided in the attached sign in sheet

Discussion and Motions:

Robert explained that today's meeting was to interview the proposers, finalize the evaluation, and make a recommendation to be presented to the Board. Robert then collected the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed.

General discussion ensued on the proposal submissions, the overall process of today's proceedings today, the scoring of the interview of each Proposer as it relates to the scoring of the technical proposal and the block out period were discussed.

Specifically, Claude addressed concern with Jorgensen Contract Services, LLC (Jorgensen) and the appearance of one of the individuals, Charles Greif as being a current employee of FDOT and stated that Proposers should only be presenting current employees of the Proposer and should be scored accordingly. Jorgenson will be asked to clarify this during the interview.

Joe addressed concern with TME Enterprises, Inc., LLC (TME) and how rest stop experience equates to Facilities Maintenance Services that we are looking for. TME will be asked to clarify this during the interview.

Interviews:

Robert commenced each interview with an outline of the interview process. Robert stated the interview portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Infrastructure Corporation of America	09:31 – 09:58 a.m.
Jorgensen Contract Services, LLC	10:04 – 10:23 a.m.
TME Enterprises, Inc.	10:50 – 10:58 a.m.

Upon completion of the last interview the recorder was stopped and the meeting was considered no longer closed to the public.

Evaluation Portion:

The committee members were given the opportunity to discuss the technical and interviews prior to submitting their evaluation forms. The committee members individually scored the interviews and submitted them to Robert for tallying. Robert then tallied the score sheets utilizing the raw scores assigned by each committee member and averaged the raw scores for each Proposal received. Attached are the individual score results.

Pricing, Total Points and Rankings

Upon completion of the evaluation of the technical portion, Robert opened the pricing proposals and scored the pricing proposals in accordance with the RFP requirements. See attached final summary sheet for pricing, total points and ranking results. Robert noticed that Infrastructure Corporation of America (ICA) failed to submit the Price proposal certification page (D-2/3).

The apparent top ranked Proposer is Infrastructure Corporation of America as provided in the attached final summary sheet.

The committee unanimously agrees to the ranking and recommends the Board approve the ranking and award to the apparent top ranked Proposer, Infrastructure Corporation of America predicated further review and acceptability of the price proposals by Procurement.

There being no further business to come before the Committee, the meeting was adjourned at 11:32 a.m. These minutes are considered to be the official minutes of the interview, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Monday, March 28, 2016.

Submitted by:


Robert Johnson, Manager of Procurement


On behalf of the Evaluation Committee these minutes have been review and approved by:

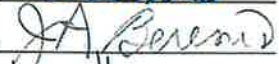

Claude Miller, Director of Maintenance


After the meeting was adjourned, Robert reviewed Infrastructure Corporation of America's original technical proposal and found that they had submitted the Price proposal certification page (D-2/3) within their technical proposal.


FACILITIES MAINTENANCE SERVICES, RFP-001150
SUMMARY OF THE INDIVIDUAL COMMITTEE MEMBER SCORING OF THE
FIRST FOUR CRITERIA UNDER 4.2

PROPOSER	Claude Miller	Joe Berenis	Steve Geiss	Brad Osterhaus	Total
Infrastructure Corporation of America	60	55	50	49	214
Jorgensen Contract Services, LLC	33	58	60	54	205
TME Enterprises, Inc.	42	56	58	44	200

COMMITTEE MEMBER  Monday, March 28, 2016

COMMITTEE MEMBER  Monday, March 28, 2016

COMMITTEE MEMBER  Monday, March 28, 2016

COMMITTEE MEMBER  Monday, March 28, 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

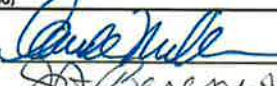



TECHNICAL PROPOSAL AND PRESENTATION INDIVIDUAL SCORING

FACILITIES MAINTENANCE SERVICES, RFP-001150

Infrastructure Corporation of America	Claude Miller	Joe Berenis	Steve Geiss	Brad Osterhaus	
Understanding and Approach (15 points max.)	15	15	11		12
Firm Experience and Ability of Staff (20 points max.)	20	20	18		17
Organization and Management (15 points max.)	15	15	12		12
Interview (10 points max.)	10	5	9		8
Total (Not to exceed 60)	60	55	50		49

Jorgensen Contract Services, LLC	Claude Miller	Joe Berenis	Steve Geiss	Brad Osterhaus	
Understanding and Approach (15 points max.)	10	15	15		14
Firm Experience and Ability of Staff (20 points max.)	5	20	20		18
Organization and Management (15 points max.)	10	15	15		14
Interview (10 points max.)	8	8	10		8
Total (Not to exceed 60)	33	58	60		54

TME Enterprises, Inc.	Claude Miller	Joe Berenis	Steve Geiss	Brad Osterhaus	
Understanding and Approach (20 points max.)	9	13	15		11
Firm Experience and Ability of Staff (20 points max.)	10	20	18		15
Organization and Management (10 points max.)	14	15	15		12
Interview (10 points max.)	9	8	10		6
Total (Not to exceed 60)	42	56	58		44

Monday, March 28, 2016

Monday, March 28, 2016

Monday, March 28, 2016

Monday, March 28, 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
FACILITIES MAINTENANCE SERVICES, RFP-081168

EVALUATOR	Infrastructure Corporation of America		Jorgensen Contract Services, LLC		TME Enterprises, Inc.					
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE				
Claude Miller	80		33		42					
Joe Barrens	55		58		58					
Steve Gales	50		80		59					
Brad Osterhaus	49		54		44					
TOTAL	214		205		200					
AVG. TECH. POINTS	53.50		51.25		50.00					

PRICE PROPOSAL SUMMARY		
PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Infrastructure Corporation of America	\$9,363,000.00	39.62
Jorgensen Contract Services, LLC	\$9,273,760.00	40.00
TME Enterprises, Inc.	\$12,000,000.00	30.91

POINT TOTALS AND FINAL RANKING				
PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
Infrastructure Corporation of	53.50	39.62	93.12	1
Jorgensen Contract Services	51.25	40.00	91.25	2
TME Enterprises, Inc.	50.00	30.91	80.91	3

Committee Members:






Monday, March 28, 2016

Monday, March 28, 2016

Monday, March 28, 2016

Monday, March 28, 2016

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michelle Maikisch 
Chief of Staff/Public Affairs Officer

DATE: April 6, 2016

SUBJECT: Approval of Supplemental Agreement No. 1 and Subconsultant to the Communications and Marketing Consultant Services Contract with Day Communications, Inc.
Contract No. 001002

Board approval is requested for Supplemental Agreement No. 1 with Day Communications in the amount of \$987,625.00 to continue the communication services provided to the agency through this contract. Hourly rates will remain the same and the amount requested will cover the services at a minimum through December 2017.

The communication services contract held by Day Communications, Inc. was competitively procured through the Small Sustainable Business Enterprise (SSBE) program in December 2013. Day Communications and subcontractors support staff in the areas of graphics, public information materials, website design and development, market research and customer surveying, CAFR production, video, and photography.

The contract, based on an estimated projection of man-hours, has been utilized as a task driven professional services labor contract. This contract does not include CFX promotion placements which are done in house through internal procurement processes which allow CFX to save agency costs of up to 15% per placement. The contract award was for three years with two one year renewal options.

When the contract was scoped and awarded, the projected work product and hours were based on programs and initiatives under the previous agency. The creation and transition into the Central Florida Expressway Authority has required numerous unexpected outreach and communications tasks that is anticipated to continue as outlined below.

- Communications staff support for public outreach and education, media relations, social media, customer surveys, and community engagement during the transition period from the one county agency (June 2013) into the expanded, four county Central Florida Expressway Authority.
- New agency website, CFXWay.com including market research, content development, web design, and the coordination of launch. (May 1, 2016)

- Responsible for supporting staff in developing the plan, project management and final reporting for the visioning and mission initiative to gather input from CFX employees, customers, stakeholders, and the public spanning four counties, as part of the 2040 Master Plan development; Provided editorial and graphic support for the 2040 Master Plan.
- Supported the planning, content development, graphics and program coordination for the public awareness and promotions of CFX Board approved Beltway Discount program across four counties, targeting commuters and increasing new accounts; Supported staff for the planning, preparation, project management, and launch of the Holiday E-PASS promotions.
- Responsible for supporting staff in the planning, messaging, creative, project management and reporting for the local public education program surrounding the *Designated Texter* campaign.
- Developed the template and responsible for supporting the ongoing production of the Monthly Dashboard for the Board, customers and general public
- Prepare monthly briefs of regional transportation partner activities for the Chief of Staff and Executive Director.
- Support for the development of the strategic plan initiatives for CFX branding, E-PASS, customer service, and community involvement.
- Provide onsite staffing support to the Public Information/Education Department due to leaves and resignations.

Approval is requested for Supplemental Agreement 1 for continued communication services to support ongoing and new initiatives.

Original Contract Amount	\$ 987,625.00
Amount of this Supplemental Agreement	<u>\$ 987,625.00</u>
Total Revised Contract Amount	\$1,975,250.00

Day Communications, Inc. previously requested and was granted approval to use Lure Design, Inc., as a sub-consultant in the not to exceed amount of \$24,995.00. Day Communications, Inc. has requested approval to continue to use Lure Design, Inc., to provide graphics, digital, design, and project management services. The fees are expected to exceed the \$25,000.00 threshold established by the Policy for subconsultants not disclosed by Day Communications, Inc. when its contract with CFX was originally awarded.

Board approval of Lure Design, Inc., as a subconsultant to Day Communications, Inc. is requested.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR COMMUNICATIONS AND MARKETING CONSULTANT
SERVICES
CONTRACT NO. 001002**

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 14th day of April 2016, by and between the Central Florida Expressway Authority ("CFX") and Day Communications, Inc. ("Consultant").

WITNESSETH:

WHEREAS, CFX and the Consultant on December 12, 2013, entered into an Agreement whereby CFX retained the Consultant to communications and marketing services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by \$987,625.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, CFX will utilize any funds not expended during the initial term as funding for the anticipated first renewal period commencing December 12, 2016; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated December 12, 2013;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by \$987,625.00 which shall make the total not-to-exceed amount of the Contract \$1,975,250.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above. This Supplemental Agreement No. 1 was approved by CFX Board of Directors on April 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DAY COMMUNICATIONS, INC.

By: _____

Title: _____

Attest: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Day Communications Date: 1/10/16

CFX Contract Name: Communications & Marketing Consultant Services Contract No. 001002 CFX Contract No.: 001002

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: LURE Design, Inc.

Address: 1009 Virginia Drive, Viera, FL 32802

Phone No.: 407-895-5260

Federal Employee ID No.: 59-3487642

Description of Services to Be Sublet: Graphics, Digital, Design, Project Mgt.

Estimated Beginning Date of Sublet Services: 1/15/16

Estimated Completion Date of Sublet Services: 11/1/16

Estimated Value of Sublet Services*: \$ 24,995.00

*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet:

Requested By: [Signature]

(Signature of Consultant Representative)

President

Title

Recommended by: _____

(Signature of Appropriate CFX Director/Manager)

Date: _____

Approved by: [Signature]

(Signature of Appropriate CFX Division Chief)

Date: 2/16/16

Attach Subconsultant's Certificate of Insurance to this Request.

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
DAY COMMUNICATIONS, INC.**

**COMMUNICATIONS AND MARKETING
CONSULTANT SERVICES**

CONTRACT NO. 001002

**CONTRACT DATE: DECEMBER 12, 2013
CONTRACT AMOUNT: \$987,625.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL, PRICE PROPOSAL**

FOR

COMMUNICATIONS AND MARKETING CONSULTANT SERVICES

CONTRACT NO. 001002

December 2013

Members of the Board

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

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CONTRACT

This Contract No. 001002 (the "Contract" as defined herein below), is made this 12th day of December, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and DAY COMMUNICATIONS, INC., 501 South New York Avenue, Suite 200, Winter Park, Florida 32789, hereinafter the CONSULTANT:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to perform communications and marketing services and related tasks as may be assigned to the CONSULTANT by the AUTHORITY and identified as Contract No. 001002; and,

WHEREAS, on or about October 13, 2013, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of four qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

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

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

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

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

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Price Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

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

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

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

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

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

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$987,625.00.

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

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

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

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

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

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer

waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

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

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

8. INDEMNITY

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

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

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

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

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

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

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

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

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

9. PUBLIC RECORDS

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

10. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

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

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

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

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

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

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

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

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

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

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

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

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

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

14. 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.

15. SUBLETTING AND ASSIGNMENT

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed

twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the 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.

16. DISPUTES

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

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

18. 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.

19. GOVERNING LAW

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

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

20. RELATIONSHIPS

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

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

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

21. INTERPRETATION

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

representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

22.4 Obligations upon expiration or termination of the Contract; and

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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


IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on December 12, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Miller

DAY COMMUNICATIONS, INC.


By: 

Print Name: Amanda Day

President
Title

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for the AUTHORITY

SCOPE OF SERVICES
COMMUNICATION AND MARKETING CONSULTANT SERVICES

1.0 DESCRIPTION

1.1 The Orlando-Orange County Expressway Authority (Authority) requires the services of a Communications and Marketing Consultant (Consultant) to provide innovative communication and marketing services which will enhance the operations and image of the Authority. Specific areas of services required consist of, but are not necessarily limited to, communication planning and implementation, marketing services, advertising services, public relations support, preparation of print materials, preparation of audio, video and slide presentations, and project planning, coordination and implementation.

1.2 The Authority has established the following goals and objectives for its communication and marketing program including:

- Increase public awareness of Authority programs
- Communicate the benefits of using the Authority system
- Increase use of the Authority system
- Reach out to local communities with information about Authority programs and services
- Increase communication and outreach to minority communities
- Manage ongoing market research to determine customer profile, needs, and expectations
- Manage the Authority's image campaign for Authority programs and services
- Develop and coordinate buys for television, radio, print, billboard, and other materials typical to a comprehensive long term communication and marketing program
- Increase the Authority's reach through social media platforms

Anticipated projects include, but are not limited to, the following:

- PSA Campaigns such as Designate a Texter
- Electronic Transponder Marketing
- Centralized Customer Service Center Initiative
- Customer Appreciation Program
- Customer Opinion Surveys

The Consultant shall make available the personnel, facilities, supplies, materials and resources necessary to enable the Authority to achieve its communication and marketing goals. The Consultant shall work closely with Authority staff in providing the support

services included in this project scope as directed by the Authority. The Consultant shall be responsible to ensure that sufficient staff or other resources are available to service multiple projects in progress concurrently.

- 1.3 The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.

2.0 CONSULTANT SERVICES

- 2.1 The Consultant shall provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by the Authority to support the Authority's communication and marketing program. The Authority, at its option, may elect to expand, reduce or delete the extent of the work described herein. As used in the context of this Scope of Services, support shall be defined to include advising, informing, suggesting, evaluating, reviewing, recommending and planning the entire range of activities associated with communication and marketing. All work subcontracted by the Consultant shall be specifically authorized and approved in advance by the Authority.

- 2.2 Specific responsibilities of the Consultant shall include, but are not necessarily limited to: developing marketing plans; developing and producing display ads; developing and producing radio commercials; coordinating remote radio events; buying radio time; developing direct mail concepts; coordinating direct mailings; developing video concepts, writing scripts and producing videos; developing and producing computer generated and/or slide presentations; writing news articles for various publications; developing social media strategy; and providing photographic services.

3.0 SPECIAL TASKS ALLOWANCE

Special tasks may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No special tasks shall begin without prior written authorization to the Consultant to perform the work.

4.0 COMPENSATION

Compensation to the Consultant will be made in accordance with the Method of Compensation. The Consultant shall pay all applicable sales tax charged by outside vendors/ subconsultants for goods/services purchased by the Consultant in the performance of its responsibilities under the Contract. Any such sales tax paid by the Consultant will be reimbursed by the Authority. However, the Authority is exempt from sales tax billed directly to the Authority.

5.0 TERM OF CONTRACT AND RENEWAL OPTIONS

Work shall commence upon issuance of the written Notice to Proceed from the Authority's Director of Public Affairs and Communication. The term and renewals options shall be as specified in the Contract.

END OF SCOPE OF SERVICES

**METHOD OF COMPENSATION
COMMUNICATIONS AND MARKETING CONSULTANT SERVICES
CONTRACT NO. 001002**

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Consultant for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detained in the Scope of Services, the Consultant will be paid up to a total not-to-exceed amount of \$987,625.00 for a three (3) year term. The total amount shall consist of an amount for labor of \$387,625.00 and an Allowance for Printing, Expenses and Media Buys of \$600,000.00. Consultant shall provide detailed estimates at the onset of each assignment. All expenditures from the Allowance will require specific authorization by the Authority before any costs are incurred by the Consultant and paid by the Authority. Subcontractor fees for printing and expenses as authorized by the Authority, will be passed through the Consultant at cost. Authorized media buys will also be paid for from the Allowance and passed through the Consultant at cost with no additional fees (percentage of buy) included.

3.0 METHOD OF COMPENSATION

- 3.1 In general, payment will be made to the Consultant not more than once monthly unless otherwise agreed to by the Authority prior to the start of an authorized work assignment. The Consultant shall prepare and submit an invoice to the Authority in a format acceptable to the Authority. The invoice shall be submitted in duplicate. The Consultant shall have a documented invoice procedure.
- 3.2 The Authority has a Purchasing Card Program (PCP) and an EFT wire transfer system in addition to the normal checking process. The Consultant may select at its convenience the appropriate method of payment and coordinate with the Authority the payment of the invoices. The Authority highly recommends the use of the PCP or the EFT method for the payment of invoices.
- 3.3 Payment for work completed by the Consultant and accepted by the Authority under the Allowance for Printing, Expenses and Media Buys will be made not more than once monthly unless otherwise agreed to by the Authority prior to the start of an authorized work assignment. No work paid for under the Allowance shall be performed until written authorization is given, or forwarded

via email, to the Consultant by the Authority. Any amounts remaining in the Allowance upon completion and acceptance of the project remain the property of the Authority and the Consultant acknowledges that it has no entitlement to the remaining funds.

- 3.4 The Consultant shall promptly pay all subcontractors their proportionate share of payment received from the Authority.
- 3.5 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payments previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed.

4.0 PROJECT CLOSEOUT

The Consultant shall permit the Authority to perform, or have performed, a final audit of the records of the Consultant and any or all of its 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 properly disallowed by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such disallowed amounts are due the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due the Consultant an amount sufficient to satisfy any amount due and owing the Authority by the Consultant under the Contract. Final payment to the Contract will be adjusted for audit results.

END OF SECTION

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3.1 TECHNICAL PROPOSAL

Proposals shall address each section listed below and how the Proposer intends to achieve the desired performance levels. The required information shall be clear, concise and understandable. The Technical Proposal shall identify the "prime" consultant and the subconsultant(s) and the services to be provided by each. Where subconsultant services are proposed they shall be specifically identified and the information outlined below for the Proposer shall not be furnished for the subconsultant firm.

No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be sufficient cause for rejection of the submittal. The Technical Proposal includes the following sections:

- Executive Summary
- Understanding and Approach
- Experience of Firm and Ability of Staff
- Organizational Management

A Executive Summary

The Executive Summary shall be written in non-technical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified in the Scope of Services. The Executive Summary shall be limited to no more than two (2) pages.

Five Decades of Connecting Communities and Commerce.

That's why the (G)ivE are an integrated marketing communication for us in (G)ivE to help assist and inform our donors, specialists in marketing, advertising, public relations, storytelling, social media and more to design cohesive and high-impact communications programs with messages we **will hear**. At a time we **will respond**. We give in order, relations you will give of your gift and people will **trust**.

Meet The Day Team: Joining The Day Team is the top flight group, making creative web and graphics support. It has a flight crew level of responsibility. All day team members are highly motivated and self-motivated people. You will find the highest commitment from day team members and stands out in your community. It is a challenge. People know what they do for work. And the day team is a top priority in your community.

Our team's approach will focus on accomplishing these 5 objectives:

- Increase awareness of the Authority's programs, mission and your commitment to quality of life.
- Grow the Authority brand where it is recognized as a local, valuable asset and good stewards of the community.
- Increase customer use of the expressways and boost transponder sales.
- Drive the momentum to increase outreach and communications in minority communities.
- Tell the Authority story by anchoring it with your mission.

B. Understanding and Approach

Proposer shall describe its knowledge of Authority and related transportation issues in Central Florida. Provide information detailing experience working on transportation related projects.

The Orlando Orange County Toll Roadway Authority (Authority) started in 1997 with a modest base of operations: a 2.4-mile road and a community identification of residents willing to pay tolls to cross town. Today the Authority represents a 100-mile system with over 800 million customer transactions last year. It's a roadway system that is what you need to do a lot of work, to create business, to give people and jobs, and to millions of citizens seeking convenience. It's the toll road we would encourage to grow.

[illegible]

Two German universities – with one located exclusively for self-feeding animals – do not require these already mentioned factors for the good breeding of different breeds of fish in their ponds. In some of the universities and in others there have been serious failures in breeding because in the breeding of selected breeding fish the selection of the best individuals was not followed. In fact, the selection of the best individuals was not followed, and the selection of the best individuals was not followed.

Transportation Experience

Statistics cover manufacturing and marketing project experience. The Authors include:

B. Understanding and Approach (continued.)

Proposer shall describe its ideas and plans for market research. Describe the firm's previous experience with coordinating and/or conducting market research.

The proposed firm will coordinate and conduct market research for the proposed project. The firm will conduct market research to determine the needs and desires of the community and the transportation system. The firm will also conduct market research to determine the needs and desires of the transportation system. The firm will also conduct market research to determine the needs and desires of the transportation system.

- 1) How does the audience want to receive information?
- 2) Is the messaging easy or challenging for customers to comprehend?
- 3) How often do consumers want to receive information?

For daily collection and tracking of customer feedback on effective marketing tactics, the firm will conduct a survey of the community and the transportation system. The firm will also conduct a survey of the community and the transportation system. The firm will also conduct a survey of the community and the transportation system.

Our Market Research Techniques include, but are not limited to:

- Weblog - A weblog is a type of website that is updated regularly with new content. It is a type of website that is updated regularly with new content. It is a type of website that is updated regularly with new content.
- Stakeholder Surveys - A stakeholder survey is a type of survey that is conducted with stakeholders. It is a type of survey that is conducted with stakeholders. It is a type of survey that is conducted with stakeholders.
- Customer Surveys - A customer survey is a type of survey that is conducted with customers. It is a type of survey that is conducted with customers. It is a type of survey that is conducted with customers.

Proposer shall provide information about the firm's involvement in the local community. Explain any added benefits that the firm can offer the Authority in the Authority's efforts to communicate with the local community.

The proposed firm will provide information about the firm's involvement in the local community. The firm will also provide information about the firm's involvement in the local community. The firm will also provide information about the firm's involvement in the local community.

The proposed firm will provide information about the firm's involvement in the local community. The firm will also provide information about the firm's involvement in the local community. The firm will also provide information about the firm's involvement in the local community.

B. Understanding and Approach (continued...)

The Proposer shall demonstrate its understanding of the projects objectives referenced in the Scope of Services and shall discuss the means by which the projects may be executed.

PART 1: UNDERSTANDING AND APPROACH TO SERVICES LISTED IN SCOPE OF SERVICES

Communication Planning & Implementation

[illegible]

Marketing Services

- [illegible]

The image shows a sample of a budgetary control system report. At the top, there is a header section with the title "Budgetary Control System" and a subtitle "Sample Report". Below this, there is a table with columns for various financial metrics. The table is divided into several sections, including "Income Statement", "Balance Sheet", and "Cash Flow Statement". The rows represent different financial periods, such as "January", "February", "March", etc. The data is presented in a tabular format, with numerical values and descriptive text. The report is designed to provide a comprehensive overview of the organization's financial performance and budgetary control.

B. Understanding and Approach (continued)

Advertising Services

The Day Team loves to create and tell stories. Our specialized and flexible approach can be tailored across a number of channels, across a digital platform. Expect advertising efforts to be collaborative where we create powerful messages using words and images to inspire conversations and spark action. The reputation due to the Authority's voice from there will be the opportunity to communicate the vision of the day, the future, the hope, the distribution of content and creative images. Each week, The Day Team will deliver ready-to-report materials, celebrate the advertising performance and budget spent against team objectives.

The Day Team will work closely with clients with the advertising services listed below to help them to create, design, and transport their message. At the same time, we will help the Authority with media planning, media buying, writing, social media management, property, and other programs, services related to your Day Team. Only one and one integrated service, public service, and day.

- Brand development and
- Advertisements and print
- Print production
- Print and online production
- Advertising design
- Digital marketing strategy and implementation
- Email marketing
- Media buying
- Production and design
- Photography and video

The screenshot shows a complex media buying dashboard with multiple columns and rows of data. The columns include various metrics such as 'Spots', 'Cost', 'Reach', 'Impressions', 'Clicks', 'Conversions', and 'CPA'. The rows represent different media channels and campaigns. The dashboard is designed to provide a comprehensive overview of advertising performance across different platforms and time periods.

The portfolio shall demonstrate examples of advertising services noted above.

Public Relations Support

The Day Team will work closely with clients with the advertising services listed below to help them to create, design, and transport their message. At the same time, we will help the Authority with media planning, media buying, writing, social media management, property, and other programs, services related to your Day Team. Only one and one integrated service, public service, and day.

The Day Team will work closely with clients with the advertising services listed below to help them to create, design, and transport their message. At the same time, we will help the Authority with media planning, media buying, writing, social media management, property, and other programs, services related to your Day Team. Only one and one integrated service, public service, and day.

The Day Team will work closely with clients with the advertising services listed below to help them to create, design, and transport their message. At the same time, we will help the Authority with media planning, media buying, writing, social media management, property, and other programs, services related to your Day Team. Only one and one integrated service, public service, and day.

B. Understanding and Approach (continued...)

Evolve will be a web application with a user interface that will allow users to create, update, delete, and view information. The application will be built using a web framework that will allow users to create, update, delete, and view information. The application will be built using a web framework that will allow users to create, update, delete, and view information.

- Creating a user interface for the application
- Implementing a user interface for the application
- Implementing a user interface for the application
- Implementing a user interface for the application
- Implementing a user interface for the application
- Implementing a user interface for the application
- Implementing a user interface for the application

The application will be built using a web framework that will allow users to create, update, delete, and view information. The application will be built using a web framework that will allow users to create, update, delete, and view information.

Preparation of Printed Material

The application will be built using a web framework that will allow users to create, update, delete, and view information. The application will be built using a web framework that will allow users to create, update, delete, and view information.

Preparation of Audio, Video and Slide Presentations

The application will be built using a web framework that will allow users to create, update, delete, and view information. The application will be built using a web framework that will allow users to create, update, delete, and view information.

Project Planning, Coordination and Implementation

The application will be built using a web framework that will allow users to create, update, delete, and view information. The application will be built using a web framework that will allow users to create, update, delete, and view information.



SIMPLE LOGIN

Username and Password fields
Login button

DASHBOARD

Header section with navigation links
Main content area with a list of items

TO-DO LISTS

Header section with navigation links
Main content area with a list of tasks

B. Understanding and Approach (continued.)

PART 2: UNDERSTANDING AND APPROACH TO LINKING OBJECTIVES TO IMPLEMENTING SPECIFIC PROJECTS IMPLEMENTATION (1,2)

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- [illegible]

[illegible]

Project Approach & Implementation

They will follow the correct direction in the road. See also [a guide to the road](#). All roads will in the future be marked with a yellow diamond (2) and a red diamond (3) to indicate the correct direction.

PSA CAMPAIGNS: DESIGNATED TEXTER

B. Understanding and Approach (continued.)

The City of Miami shall provide the following services to the agency: The City of Miami shall provide the following services to the agency:

- Communications planning
- Budget monitoring
- Creative concepts
- Media buy and ongoing tracking (TV spots (English and Spanish) digital and print)
- Script writing
- TV and radio production assistance
- Radio review coordination
- Drafting of news articles, press releases, talking points and website copy
- Social media management
- Community partnership development
- Weekly reporting on the effectiveness of the campaign and identify new areas of opportunity

CENTRALIZED CUSTOMER SERVICE CENTER INITIATIVE

The Miami-Dade County Board of Commissioners, through the Board of County Commissioners, has established a Miami-Dade County Centralized Customer Service Center Initiative. The initiative is designed to provide a single point of contact for all customer service requests and to ensure that all requests are handled in a timely and efficient manner. The initiative is currently in the planning phase and is expected to be implemented by the end of 2015.

The initiative will consist of the following components: a centralized customer service center, a centralized complaint tracking system, a centralized customer service training program, and a centralized customer service evaluation system. The initiative is expected to result in improved customer service, increased efficiency, and reduced costs.

- Develop a centralized customer service center that will provide a single point of contact for all customer service requests.
- Develop a centralized complaint tracking system that will allow for the efficient tracking and resolution of all complaints.
- Develop a centralized customer service training program that will ensure that all staff are trained in the latest customer service techniques.
- Develop a centralized customer service evaluation system that will allow for the regular assessment of customer service performance.
- Develop a centralized customer service reporting system that will allow for the regular reporting of customer service performance.
- Develop a centralized customer service budget that will allow for the efficient allocation of resources.
- Develop a centralized customer service communication system that will allow for the efficient communication of customer service information.
- Develop a centralized customer service documentation system that will allow for the efficient storage and retrieval of customer service information.
- Develop a centralized customer service research system that will allow for the efficient collection and analysis of customer service data.
- Develop a centralized customer service innovation system that will allow for the efficient development and implementation of new customer service initiatives.

B. Understanding and Approach (continued...)

CUSTOMER APPRECIATION PROGRAM

Marketing strategies to attract, convert and engage customers for the products and services to be sold. With a focus on the customer, the marketing strategy is the foundation for the business. The marketing strategy is the foundation for the business. The marketing strategy is the foundation for the business.

As a part of the current research, our team's plans for future research will employ the use of Web 2.0 and big data technology as an additional data point to understand the customer experience better. As a solution to performing any further data will develop the platform to a system that accounts for the following concerns:

- Identify community partnership opportunities that are mutually beneficial to your customer and the business or organization
- Develop a marketing initiative including and communications plan that includes message development, media contacts, collateral development, communication platform (newsletter, website, mailers, word of mouth), social media, event marketing, media relations, and a lead customer tracking development function of the program
- Generate a detailed project plan to include timelines, budget, messages and feedback to parties
- Measure self-influences of the program on a monthly or quarterly basis and identify new areas of exposure needs
- Drive customer retention, increase customer use of the system and Education for Authority, such as school owner always seeking to support the education of customers

ELECTRONIC TRANSPONDER MARKETING

[illegible]

These \mathcal{L}_1 and \mathcal{L}_2 norms are used to calculate the following approximations:

B. Understanding and Approach (continued...)

CUSTOMER OPINION SURVEYS

Over the two years that Agency is required to provide continuous satisfaction surveys, no more than 1/3 of the total transcript time when the transcript is due (20%) is to be dedicated to customer opinion surveys. Customer satisfaction surveys that will be done during periods of no daily reviews for paid transcript services are encouraged. It is well established that a customer's loyalty and satisfaction are directly related to the quality of customer service.

We will work along with your team to make the most effective use of the transcript review process.

- Develop a customer opinion surveying system that is consistent with the transcript review process.
- Agree on a system for customer satisfaction surveys that will be done during periods of no daily reviews for paid transcript services.
- Agree on a system for customer opinion surveys that will be done during periods of no daily reviews for paid transcript services.
- Develop a system for customer opinion surveys that will be done during periods of no daily reviews for paid transcript services.
- Develop a system for customer opinion surveys that will be done during periods of no daily reviews for paid transcript services.
- Develop a system for customer opinion surveys that will be done during periods of no daily reviews for paid transcript services.
- Develop a system for customer opinion surveys that will be done during periods of no daily reviews for paid transcript services.

The Proposer shall demonstrate an understanding of the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach.

An understanding of the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach shall be demonstrated by the Proposer's understanding of the transcript review process. The Proposer shall demonstrate an understanding of the transcript review process and the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach. The Proposer shall demonstrate an understanding of the transcript review process and the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach.

The Proposer shall demonstrate an understanding of the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach. The Proposer shall demonstrate an understanding of the transcript review process and the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach. The Proposer shall demonstrate an understanding of the transcript review process and the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach.

C. Experience of Firm and Ability of Staff

The Proposer shall demonstrate a minimum of two (2) years of experience in providing communication and marketing services. The Proposer shall demonstrate its governmental experience including references with the name of the governmental agency contact person, telephone number and physical address.

The Proposer shall demonstrate a minimum of two (2) years of experience in providing communication and marketing services. The Proposer shall demonstrate its governmental experience including references with the name of the governmental agency contact person, telephone number and physical address.

C. Experience of Firm and Ability of Staff (continued.)

[illegible][illegible][illegible]

Governmental Agency References:

DISCUSSION

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1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26

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$$\{ \text{C}_2\text{H}_4 \} \text{H}^+ \rightarrow \{ \text{C}_2\text{H}_5 \}^+ \rightarrow \text{C}_2\text{H}_5^+ \rightarrow \text{NH}_3 \text{H}^+ \text{NH}_3$$

Keywords: child sexual abuse; disclosure; social support

$$(\mathbf{A} - \mathbf{B})^{-1} = \sum_{k=0}^{\infty} \mathbf{B}^k (\mathbf{A}^{-1} - \mathbf{B}^{-1}) + \mathbf{B}^{-1} \quad (\mathbf{A} - \mathbf{B})^{-1} \mathbf{B} = \mathbf{B}^{-1} \quad (\mathbf{A} - \mathbf{B})^{-1} \mathbf{A} = \mathbf{I}$$

Received 18 October 1997

Figure 1

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© 2001 Blackwell Science Ltd, *Journal of Internal Medicine* 250: 105–112

1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26

$$f(x) = \log_2(x) = \log_2(2^x) = x \log_2(2) = x.$$
$$\frac{1}{2} \log \frac{1}{2} \left(\frac{1}{2} \right) + \frac{1}{2} \log \frac{1}{2} \left(\frac{1}{2} \right) = -\frac{1}{2} \log \frac{1}{2} = 0.5$$

C. Experience of Firm and Ability of Staff (continued)

The Proposer shall demonstrate adequacy of experience in the projects of similar scope and requirements; proven ability of Proposer staff to provide required services; time commitment of Proposer's staff to the project.

The Day Team has a long record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients.

As for linking marketing and public relations to business results, look no further than the launch of the Sunlight and program. The Day Team developed a marketing plan in Florida which, for the program's first three years, set the pace for the nation, selling over two million cars a year out of the Honda Mall. For the national transportation and engineering firm, the Day Team developed a comprehensive marketing plan for a series of projects and acquisitions in New York, Virginia and Florida to drive growth. With an aggressive positioning during the economic downturn, the company has managed to build a solid base of contacts for industry leading gateway, transit, corridor and bridge projects for Florida Department of Transportation, Orange County and others.

The Day Team has a long record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients.

Proposer shall furnish resumes of Proposer's Project Manager and other key staff presently employed by the Proposer who will be assigned to the project. The Proposer shall discuss past experience of each.

Account Manager and Media Buyer - The Day Team: Anna K. Kopy, has earned a reputation for her ability to deliver results in a timely and cost-effective manner. She has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients.

Marketing Specialists - The Day Team: The Day Team has a long record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients.

Public Relations Specialists - The Day Team: The Day Team has a long record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients. The Day Team has a proven track record of providing engineering, planning, design, construction administration and program management services to a wide range of clients.

C. Experience of Firm and Ability of Staff (continued.)

Graphic Designer - Evolve: Evolve is a skilled and experienced graphic designer with the ability to create unique designs for a variety of clients' objectives. She has a BFA in Graphic Design from Florida State University. Evolve has experience in creating both display signage for the Academy. As a sub consultant, she will be supervised under the close direction of the Account Manager. Availability: 50%

Web Designer/Programmer - Evolve: David Galtford is a strategic thinker who is driven by innovation and digital design. He has formal training as well as an extensive background that enables him to create web designs that fully engage the audience. He has a great eye for media adaptation for presentations and websites, and provide support to design and development projects. Availability: 50%

Copywriter - Right Creative: Dana Harrison is the go to copywriter for The Day Team's clients. She has worked on numerous projects, providing the need of compelling copywriting for print ad campaigns, billboards, brochures, website and corporate newsletters. Some examples include the YMCA of Greater Orlando, USG Contractors, and VEE just to name a few. She will find copy for print and digital that will drive advertising material and the work task on the cultures. Availability: 50%

Administrative Assistant/Clerical - The Day Team: The Day Team has a team of administrative assistants and clerical staff who are responsible for the day to day operations of the firm. They are experienced in managing the firm's schedule, answering phones, and handling correspondence. Availability: 50%

Administrative Assistant/Clerical - The Day Team: The Day Team has a team of administrative assistants and clerical staff who are responsible for the day to day operations of the firm. They are experienced in managing the firm's schedule, answering phones, and handling correspondence. Availability: 50%

Photographer: Joe Helmer Photography is a veteran and professional with over 30 years of experience with photography. He has worked for the FBI, the Department of Defense, and the Department of Justice. He has a B.S. in Photography from the University of Florida. He has a passion for photography and is always looking for new challenges. Availability: 10%

SPECIAL SERVICES RESOURCES:

Marketing Specialist - Evolve: Evolve is a skilled and experienced marketing specialist with the ability to create unique marketing campaigns for a variety of clients' objectives. She has a BFA in Marketing from Florida State University. Evolve has experience in creating both display signage for the Academy. As a sub consultant, she will be supervised under the close direction of the Account Manager. Availability: 50%

Public Relations Bilingual Coordinator - The Day Team: The Day Team has a team of public relations coordinators who are responsible for the day to day operations of the firm. They are experienced in managing the firm's schedule, answering phones, and handling correspondence. Availability: 50%

Market Researcher - Salter>Mitchell: Salter>Mitchell is a skilled and experienced market researcher with the ability to create unique market research campaigns for a variety of clients' objectives. She has a BFA in Market Research from Florida State University. Salter>Mitchell has experience in creating both display signage for the Academy. As a sub consultant, she will be supervised under the close direction of the Account Manager. Availability: 50%

SEE APPENDIX FOR DETAILED RESUMES.

Proposer shall submit a portfolio including communications and marketing work completed by the Proposer of the type required in the Scope of Services.

SEE APPENDIX FOR PORTFOLIO.

D. Organization and Management

The Proposer shall submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the services required. The Proposer shall describe the expected participation of any subconsultant(s) in the proposed activities.

The successful bidder's plan for the production and completion of any project requires an organizational structure and the assignment of highly skilled, experienced and trusted staff to ensure the Authority's objectives and to construct the Authority's organizational structure.

The staffing matrix graphic below clarifies roles which key personnel are responsible for accomplishing the activities outlined in the RFP scope. The Day Team's experience in each service is highlighted in the Experience of Bidder and Staff section. The Organizational Chart on the following pages depicts graphically the structure and lines of responsibility to the Day Team project and the subconsultant(s) on projects. The Day Team

	Project Planning & Coordination	Construction Planning	Subcontract Services	Analysis	Field Operations	Construction Management	Materials and Subcontract Management
Project Manager	•	•	•	•	•	•	•
Project Engineer	•	•	•			•	
Project Engineer	•				•		•
Project Engineer	•						
Project Engineer	•						
Project Engineer	•	•	•	•		•	•
Project Engineer		•	•	•			•
Project Engineer		•	•	•	•	•	•
Project Engineer				•	•		

• = Responsible • = Responsible • = Responsible • = Responsible

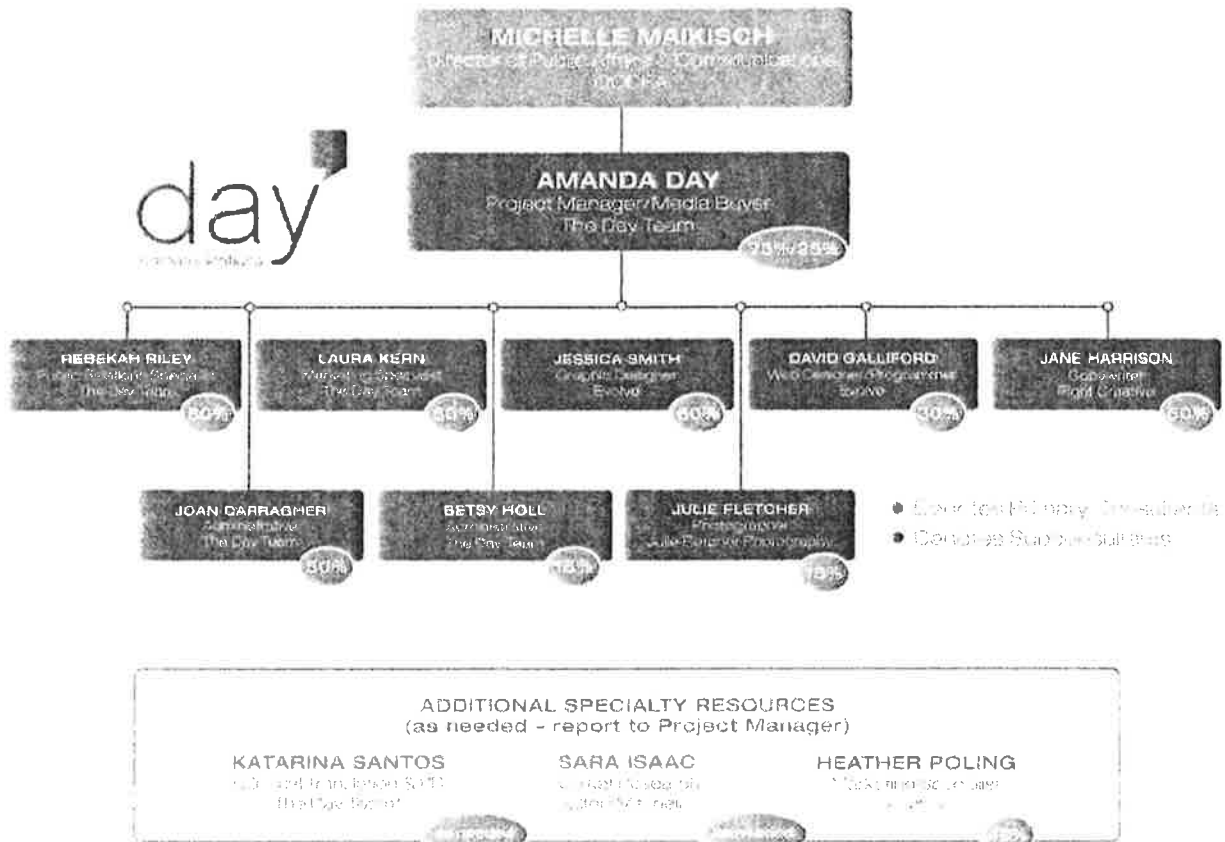
Administration and Management of Staff and Project Plan

The successful bidder shall submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the services required. The Proposer shall describe the expected participation of any subconsultant(s) in the proposed activities. The successful bidder's plan for the production and completion of any project requires an organizational structure and the assignment of highly skilled, experienced and trusted staff to ensure the Authority's objectives and to construct the Authority's organizational structure.

The staffing matrix graphic below clarifies roles which key personnel are responsible for accomplishing the activities outlined in the RFP scope. The Day Team's experience in each service is highlighted in the Experience of Bidder and Staff section. The Organizational Chart on the following pages depicts graphically the structure and lines of responsibility to the Day Team project and the subconsultant(s) on projects. The Day Team

D. Organization and Management

The Proposer shall provide an organizational chart showing the entire proposed organizational structure including subconsultant(s). A description of the Proposer's internal lines of responsibility and authority, and the interface relationships with the Authority and any subcontractors.



Description of Internal Lines of Responsibility

The Day Team shall be the primary consultant for the Authority and The Day Team Staff. As the Organization Chart indicates, Amanda will coordinate all activities and serve as the primary point of contact to update the Authority on a daily basis. She will work directly with the subconsultants to ensure the team is meeting all scheduled deadlines and managing all work milestones and deliverables. The Day Team Staff will provide any requested materials to the subconsultants on a daily basis.

D. Organization and Management

The Proposer shall address its quality control and specify the method by which project related information is received and processed by the Proposer.

Quality and timeliness are at the very core of The Day Team's services. All projects, reports and collateral will be reviewed by fellow team members prior to final review. Please direct no document or email be forwarded to the Authority without Amanda Day's approval.

The Day Team has worked with the Authority and other public transportation agencies and understand the rigorous standards, protocols and criteria for the approval process. We know all needed as we create and expand are considered public record so we take every step forward to get it right the first time. The Day Team desires to strict there at achieving mission and a technical staffing system allows us to monitor task assignment, budgets and forecast expenses which directed by the Authority. As an all our purposes, we are budget conscious and do everything in our power to reduce cost by maximizing other resources asking for a minimum of a request and thinking outside the box on ways to save you money.

High quality work can be summarized by the word communicate. Your project manager, Amanda Day, is a results driven, exceptionally communicative. Similar to our design and construction, we have funding and all our clients to review the status of activities and deliver project priorities. You can trust The Day Team to be available to serve the Authority's needs and are available, flexible and responsive to your needs. We will ask the Authority for monthly team performance reviews to improve our performance and your satisfaction.

The project is a public-private partnership where The Day Team works along with the community, city, and other agencies, ultimately rebuilding community trust and long-term reliability. We will be our primary purpose and effort of this grant, for public thinking, open and accessible, transparent and flexible every day.

E. Required Attachments to Proposal

The Proposer shall submit with the Technical Proposal the completed Conflict/Non-Conflict of Interest Statement and Litigation Statement form, the completed Drug-Free Workforce form, and the completed Code of Ethics form.

SEE APPENDIX.



AMANDA DAY

Executive Editor, *Entrepreneur* magazine
Entrepreneur Magazine, 1998-2008

Resumes

AREAS OF SPECIALIZATION:

- Marketing
- Sales
- Business Development
- Entrepreneurship
- Management
- Finance

EDUCATION:

- Bachelor of Business Administration, Miami University, Oxford, Ohio
- Master of Business Administration, Miami University, Oxford, Ohio

SPECIALTY: ONE PART RIGHT BRAIN. TWO PARTS MBA.

Meet Amanda Day, founder and president of Orlando-based DayCreative Solutions. Clients direct the team. She brings the right combination of mind, skill, intelligence and creativity. She calls it the "right mix" of talent and ideas. It's what she calls "the right mix" of talent and ideas. It's what she calls "the right mix" of talent and ideas.

EXPERIENCE (20 years): Over the past 20 years, she has worked in a variety of roles, from marketing to sales to management. She has always been a team player and a team leader. She has always been a team player and a team leader. She has always been a team player and a team leader.

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PROFESSIONAL AFFILIATIONS & COMMUNITY INVOLVEMENT:

- American Marketing Association (AMA)
- National Association of Broadcasters (NAB)
- National Association of Broadcasters (NAB)
- National Association of Broadcasters (NAB)
- National Association of Broadcasters (NAB)
- National Association of Broadcasters (NAB)
- National Association of Broadcasters (NAB)

Resumes (continued.)

LAURA KERN, APR

Marketing Specialist

Primo Consultants, Full-Time Team

EDUCATION: *[illegible]*

AREAS OF SPECIALIZATION:

- Marketing
- Branding
- Social Media
- Internal Communications
- Project Management

SPECIALTY: Laura has the keen ability to take clients' ideas and objectives and structure a centralized communications and marketing plan that takes things such as budget, timing, audiences, communication tools and metrics into account. Laura is the backbone of these plans. But she will tell you her passion is helping clients conquer the digital environment of social media, digital marketing and marketing analytics.

EXPERIENCE (7 years): Laura is a talented marketer and has implemented marketing and communications programs for some of the strongest and well-known business brands in Orlando, including: Brand and Castet, Florida Hospital, the Metro Orlando Economic Development Commission (EDC), and Lockheed Martin in Los Angeles. Some notable highlights include:

- **The Day Team:** Converts marketing communications strategies into action plans for clients; oversees project plans and controls projects to ensure engagement, communication and timeliness. Manages vendor relationships, coordinated, evaluates and communicates results of advertising, coordinated, and communication objectives and initiatives. Identifies implications for the client and provides recommendations for future actions. Experience in video production and knowledgeable of Adobe Creative Suites.
- **The Authority:** Responsible for the social media strategy, content, engagement and tracking of the Design and Center for the service campaign for the Authority.
- **Metro Orlando EDC:** Developed and managed the social media engagement program for Metro Orlando EDC. With a membership of over 100 members and over 100 members involved in the business in Orlando by the industry and readers. Managed the Metro Orlando EDC's social media initiative with a focus on social media including EDC's 10th anniversary.

PROFESSIONAL AFFILIATIONS & COMMUNITY INVOLVEMENT:

[illegible]

[illegible]

Resumes (continued)

REBEKAH RILEY

Public Relations Specialist
 407-521-1234 • 1234 Main St., Suite 100
 Orlando, FL 32801

EDUCATION: Flagler College, Bachelor of Arts, Communications

AREAS OF SPECIALIZATION:

- Public Relations
- Media Relations
- Project Administration
- Graphic Design
- Media Buying
- Project Administration

SPECIALTY: Rebekah is an image shaper. She excels at generating positive publicity for clients to enhance their reputation and boost visibility. Rebekah has the keen ability to cultivate relationships with journalists, non-media are openly between municipalities and is a good communicator in print, in person and on the phone.

EXPERIENCE (4 YEARS): Rebekah's work includes assisting City Communications clients with event coordination, drafting of newsletters, brochures, press releases, any multimedia riches as well as securing radio remotes, coordinating print production, and developing slide presentations. Rebekah has seen success placing transportation related stories in publications like Engineering News-Record (ENR), Mass Transit, CE News, Civil Engineering Journal, and booked client appearances on a TV news outlet including the Today Show and This Week with Neil Cavuto. Some notable clients include:

- Jacksonville Aviation Authority
- General Motors
- MTA planning transportation infrastructure development and environmental firm
- Early Grove International, LLC
- Regency Publishing
- Hillcrest Media Group
- MICA of Central Florida
- Health and Center for the Homeless

As a spokesperson for the Authority, Rebekah will represent the Authority in various capacities. She will serve as the Public Relations Coordinator for the Authority.

JESSICA SMITH

Graphic Designer
 407-521-1234 • 1234 Main St., Suite 100
 Orlando, FL 32801

EDUCATION: BFA in Graphic Design from Florida State University

AREAS OF SPECIALIZATION:

- Graphic Design
- Web Design
- Branding
- Social Media
- Project Administration
- Media Buying

SPECIALTY: Jessica is an expert in all things design with the ability to create unique designs and graphics that are visually appealing. Her awards include Gold, Silver and Bronze A&P awards in 2011 and 2012. She has also won several other awards.

EXPERIENCE (4 years): Jessica has worked for several years in the design industry, including for the Florida Department of Transportation, Florida Department of Transportation, and various other transportation related organizations. She has also worked for the Florida Department of Transportation, Florida Department of Transportation, and various other transportation related organizations. She has also worked for the Florida Department of Transportation, Florida Department of Transportation, and various other transportation related organizations.

She will be responsible for all design work for the Authority, including the design of all graphics, brochures, newsletters, and other materials. She will also be responsible for the design of all digital materials, including the Authority's website and social media content. She will also be responsible for the design of all print materials, including the Authority's newsletter and brochures.

She will be responsible for all design work for the Authority, including the design of all graphics, brochures, newsletters, and other materials.

Resumes (continued)

DAVID GALLIFORD

EDUCATION: — PH.D. IN POLITICAL SCIENCE

AREAS OF SPECIALIZATION:

SPECIALTY: Dave is a strategic thinker who is driven by form, function and organization. He has formal training as well as an innate eye for design that makes for a great web designer. He is the creative genius behind the majority of our work and is fully experienced in a wide variety of multimedia platforms and programming languages.

EXPERIENCE (10 years): Dave's work includes developing and maintaining websites for Melt Concepts International, Arcot, Orlando, Orange County Expressway Authority, The Veer Company, Health First and Darden Restaurants.

JANE HARRISON

1. *Chlorophyll a* and *Chlorophyll b* content.

EDUCATION: University of Florida, College of Journalism

AREAS OF SPECIALIZATION:

- Freelance Copywriting
- Freelance Editing and Proofreading
- Freelance Web Copywriting
- Freelance Scriptwriting
- Freelance Presentation Development

SPECIALTY: A true entrepreneur, Jane Harrison is marking her twenty-first birthday as a freelance copywriter in Central Florida. Specializing in smart, strategic thinking, she has a reputation for raising the standards of the creative product. Her creative awards go beyond local and Florida accolades to include the exclusive national competition sponsored by *Communication Arts Magazine* where her work has been published five times. Her accolades list of awards includes: The Adverts, Orange Film and Television, Print! Best Ideas and a Gold Award, Print National Design Annual, Steel On and Communication Arts.

EXPERIENCE (25 years): Jones's experience includes a vast array of sectors and has included: general management, executive assistant, chief of marketing, sales, business development, sales, business editing, social media and content writing, editing, bookkeeping for such recognizable brands as: Turner Classic Movies, NBA, City People's Wireless for and New Line's Florida Film Festival and Wild Cherry, Inc.

1. *Business Plan* – a written plan that describes the business and its goals, and provides a detailed financial forecast. It is a key document for securing financing and for guiding the business's operations.

- [illegible]

Resumes (continued...)

JULIE FLETCHER

Photographer

Subconsultant Julie Fletcher Photography

EDUCATION: BA in Journalism, The Ohio State University

SPECIALTY: Julie has captured some of the most memorable moments in the Orlando area's recent history. From presidential visits to NASCAR races, Julie catches the fleeting moments that serve the foundation of the visual story. She comes equipped with the tools, experience and an ability to place her subjects in ways that allow her to immortalize them in thoughtful, inspiring and respectful ways.

EXPERIENCE (30 years): Julie is a veteran photojournalist and photography company owner. With over 30 years of experience photographing clients in Central Florida, her use of lighting and staging is key to evoking images that reflect the character and nature of subjects. And her ability and sense of awareness ensures that the most important image of the day will be captured in the context of the moment. After the photo shoot, her disciplined eye allows her to distill her images and select the most suitable photographs for clients that match the story in which they are conveying.

She has produced work with several companies such as Associated Press, The Day Team (Orlando/Orange County Expressway Authority), Visit Florida, Sea World Florida, Trend, Universal, and Florida Hospital. She extends her talents and volunteers with various organizations for Independence and Flashers of Hope.

As a support role for the Authority, Julie will spend half of her time working on Authority related projects.

HEATHER POLING

Advertising Executive

Subconsultant Heather Poling

EDUCATION: BA in Journalism, The Ohio State University

AREAS OF SPECIALIZATION:

- Product Placement
- Video Content
- Integrated Marketing
- Social Media

If the Authority requires additional marketing services for the corresponding marketing project, the team can bring in a client or delivery of Heather Poling Marketing Agency Specialists. Every advertising work project presentation will have prior written approval and be approved by the Day Team the prime consultant.

SPECIALTY: Heather brings great marketing talent to the Day Team. Her organized brand strategy and creative execution, with focus on social media, has helped Florida Hospital and other brands and marketing programs create a digital footprint that has increased their brand visibility.

EXPERIENCE (15 YEARS): Heather has been responsible for planning and executing all marketing programs for the Martin Agency, Walker Group, and the agency's client base. With over 15 years of experience and as a reputation for possessing a great eye for a client's needs, Heather has provided unparalleled client service. This has resulted in a long-term partnership with marketing agencies, including the Day Team and the Authority's press and public relations company. She has helped clients achieve their objectives of providing the best customer service and a positive brand image.

* Heather Poling Marketing Agency is a full-service marketing agency with a focus on digital marketing, social media, and video content. She has worked with a variety of clients, including the Day Team and the Authority's press and public relations company.

Heather Poling Marketing Agency is a full-service marketing agency with a focus on digital marketing, social media, and video content. She has worked with a variety of clients, including the Day Team and the Authority's press and public relations company.

Resumes (continued)

SARA ISAAC

Market Research
Subcontractant: Salter+Mitchell

EDUCATION: Master's degree in International Relations from the Johns Hopkins University School of Advanced International Studies

AREAS OF SPECIALIZATION:

- Focus group moderation
- Focus group analysis & synthesis
- Interviewing, telephone & in-person
- Focus Groups
- Moderator
- Writing

SPECIALTY: As a market researcher and strategist for Salter+Mitchell, Sara has worked on some of our most talked-about projects from the ground up. She pitches in on all aspects of social marketing campaigns, from conducting focus groups to assisting in survey instrument design to formulating research-based strategy and tactics that speak to a target audience and drive behavior change.

EXPERIENCE (20+ years): As a former Reporter, Editor and Online producer at the *Chloroform Sentinel*, Sara is a skilled focus group moderator and an adept analyst, and can quickly synthesize findings in accessibly written reports that are relevant to the project goals and easily understood by the client agency. Whether conducting focus groups with mothers of young children for the *Florida Healthy Kids* Campaign, studying attitudes and behaviors around cycling and walking for the *Winter Park Health Foundation*, or conducting in-depth interviews with new Medicaid enrollees for the *Centers for Medicare and Medicaid Services*, Sara continues to be grounded in Salter+Mitchell's behavioral methodology.

Sara has a working knowledge of written and spoken Spanish and fluency in French. She was educated with Spanish language immersion and creative for clients including *Florida Department of Health*, *KidsCare*, and *Choices for Choice*. She has conducted risk research in Guatemala and Honduras and the prevention of diarrheal illness as an Inter-American Press Association fellow.

As a support role for the Authority, her time spent on Authority projects will be determined by task order.

JOAN CARRAGHER

Administrative Assistant/Clerical
Prime Contractor: The Day Team

SPECIALTY: Joan excels in the roles as a project coordinator, conducting all projects, from start to end, from doing the initial intake work, order follow-up, coordination with third parties, vendor quotes and scheduling appointments. She works 60% of her time in administrative work for The Day Team and the remaining 40% usually sub-contract for the client, Mike Walk Central Parkland, to whom over 250,000 prescriptions are dispensed annually, marketing and marketing retail online sales.

Resumes (continued)

BETSY HOLL

Administrative Assistant/Clerical
Prime Consultant: The Day Team

SPECIALTY: Betsy is the glue that holds The Day Team together. She oversees the accounts payable/receivables, invoicing and other accounting tasks. She has over twenty years in payroll and accounting.

As a support role for the Authority, Betsy will spend 15% of her time working on non-core Authority projects.

KATARINA SANTOS

Public Relations/Bilingual Coordinator
Prime Consultant: The Day Team

SPECIALTY: Katarina's job brings a new energy to public relations. Her passion is fueled by helping clients reach a level of understanding with their audiences, paving the way for better relationships, better cooperation and better success. She is fluent in Spanish and English, allowing clients to reach wider markets in their native languages.

Katarina supports Rebecca Riley, the Public Relations Specialist. If the Authority needs translation services, Katarina can assist per work order tasks and/or calls.

As a support role for the Authority, Katarina's part on Authority projects will be determined by task order.



REQUIRED ATTACHMENTS TO PROPOSAL

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
COMMUNICATIONS AND MARKETING CONSULTANT SERVICES
CONTRACT NO. 001002**

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

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

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

Day Communications, Inc.
Company Name
By: Andrea Day
Title: President

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

☒ The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Day Communications, Inc.
COMPANY NAME
Amanda Day
AUTHORIZED SIGNATURE
Amanda Day
NAME (PRINT OR TYPE)
President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 hereby certifies that

Day Communications, Inc. does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

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

And D
Proposer's Signature
11/13/13
Date

ORIGINAL

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
PRICE PROPOSAL
COMMUNICATIONS AND MARKETING CONSULTANT SERVICES - CONTRACT NO. 001002

ITEM NO.	QUANT.	UNIT	CLASSIFICATION	HOURLY RATE	TOTAL COST
1	500	MANHOURS	PROJECT MANAGER/ACCOUNT SERVICE	\$ 110.00	\$ 55,000.00
2	1,200	MANHOURS	GRAPHIC DESIGNER	\$ 85.00	\$ 102,000.00
3	300	MANHOURS	WEB DESIGNER/PROGRAMMER	\$ 95.00	\$ 28,500.00
4	75	MANHOURS	PHOTOGRAPHER	\$ 165.00	\$ 12,375.00
5	20	MANHOURS	COPYWRITER	\$ 150.00	\$ 3,000.00
6	80	MANHOURS	MEDIA BUYER	\$ 95.00	\$ 7,600.00
7	900	MANHOURS	PUBLIC RELATIONS SPECIALIST	\$ 85.00	\$ 76,500.00
8	1,200	MANHOURS	MARKETING SPECIALIST	\$ 95.00	\$ 114,000.00
9	75	MANHOURS	ADMINISTRATION/SUPPORT STAFF	\$ 140.00	\$ 10,500.00
10	N/A	N/A	ALLOWANCE FOR EXPENSES, PRINTING AND MEDIA BUYS	N/A	\$600,000.00
TOTAL PROPOSAL AMOUNT					\$ 997,075.00

pp-1


CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM


TO: CFX Board Members

FROM: Robert Johnson, Manager of Procurement 

DATE: April 6, 2016

SUBJECT: Approval of Interlocal Agreement with Osceola County Expressway Authority for Customer Service and Support for Poinciana Parkway Contract No. 001200

Board approval is requested for Interlocal agreement with Osceola County Expressway Authority for customer service and support for Poinciana Parkway. Please see attached letter requesting this assistance from Osceola County Expressway Authority. This contract allows for customer support for E-PASS, including Pay by Plate processing and invoicing, Financial Support including reconciliation and financial data on the Electronic Toll Revenue. This contract also allows for the pass through of cost to Osceola County Expressway Authority for toll collection software and hardware maintenance, facilities maintenance and upgrades of toll buildings as requested. This allows Osceola County Expressway Authority to take advantage of CFX's volume pricing with some of our existing vendors and will streamline future maintenance and operations efforts.

Reviewed by: 
Corey Quinn, Chief of Technology/Operations

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

WWW.CFXWAY.COM





February 23, 2016

Ms. Laura Kelley
Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

Reference: Poinciana Parkway
Osceola County Expressway Authority
Request for Operations and Maintenance Contract

Atlee Mercer
Chairman

Bob Healy
Secretary

William Folsom
Vice-Chairman

Thomas White
Board Member

Arturo Otero
Board Member

Noranne Downs
FDOT District 5

Jeffrey Jones
Acting Executive
Director


Dear Ms. Kelley:

The Osceola County Expressway Authority (OCX) sincerely appreciates working with the Central Florida Expressway Authority (CFX) in moving the Poinciana Parkway project forward. There is an excellent working relationship with our consultants and the CFX staff on the toll collection system and marketing of E-Pass.

To further assist OCX as we approach the opening of the initial segment of Poinciana Parkway, we are requesting that CFX continue partnering with OCX to provide the maintenance of the toll equipment by TransCore and the maintenance of the toll plaza buildings by your facilities maintenance contractor. We understand that CFX has an existing toll equipment maintenance contract with TransCore and OCX is requesting to be added to that contract for the Poinciana Parkway equipment maintenance. On the facilities contract, we understand it is in the procurement process and we are requesting the procurement include the two additional toll plaza sites on Poinciana Parkway. OCX would reimburse CFX for the costs associated with these two maintenance contracts. We believe that by working with CFX on these maintenance contracts, there will be significant savings.

We look forward to continuing to work with you to make Poinciana Parkway a success.

Sincerely,
Osceola County Expressway Authority


Atlee Mercer
Chairman

OCX

1 Courthouse Square
Suite 1100
Kissimmee, FL 34741
PH: (407) 742-0293
Fax: (407) 742-0206
www.osceolaxway.org

xc: Jeff Jones, Frank Raymond, Jan Everett, Wayne Rich, Jo Thacker

**INTERLOCAL AGREEMENT
BETWEEN
OSCEOLA COUNTY EXPRESSWAY AUTHORITY AND
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
FOR CUSTOMER SERVICE AND SUPPORT**

This Interlocal Agreement (the "Agreement") made and executed between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, having an address at 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX"), and OSCEOLA COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state, having an address at 1 Courthouse Square, Kissimmee, Florida 34741-5440 ("OCX").

WITNESSETH:

WHEREAS, CFX was created and established under Part III, Chapter 348 of the Florida Statutes and is charged with acquiring, constructing, improving, maintaining and operating a system of limited access roadways known as the Central Florida Expressway System, including the Holland East-West Expressway (SR 408), the Beachline Expressway (SR 528), the Central Florida GreeneWay (SR 417), the Daniel Webster Western Beltway (SR 429), the John Land Apopka Expressway (SR 414), SR 451, and associated toll plazas, toll booths and facilities, and entrance and exit ramps; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare" of CFX; and

WHEREAS, pursuant to Section 348.753(1)(a), Florida Statutes, CFX serves the geographical boundaries of Orange, Seminole, Lake, and Osceola Counties; and

WHEREAS, OCX was created and established under Part V, Chapter 348 of the Florida Statutes and, pursuant to Sections 348.9953 and 348.0002(9), Florida Statutes, OCX's jurisdiction covers Osceola County; and

WHEREAS, CFX and OCX have determined that it is necessary and convenient in the conduct of business for CFX to collect electronic toll transactions generated on the proposed OCX Expressway System.

NOW, THEREFORE, for and consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. DEFINITIONS.

(a) "AVI Transponder" or "Transponder" is a radio frequency device attached to a motor vehicle for identification purposes. It transmits the transponder number to the reader in the lane through an antenna.

(b) "CFX" means the Central Florida Expressway Authority, a body politic and corporate and an agency of the state created pursuant to Part III of Chapter 348, Florida Statutes.

(c) "CFX Expressway System" has the meaning assigned to it in the first WHEREAS clause.

(d) "Effective Date" of this Agreement shall be the last date of full and complete execution by each party.

(e) "Electronic Toll Revenue" or "ETR" means any funds collected via transponder transactions or image-based transactions. It does not include cash transactions.

(f) "ETTM" means CFX's Electronic Toll and Traffic Management system consisting of computerized data collection and processing with computer hardware and software to collect, process, report and archive traffic, toll revenue, E-PASS Service Center data and system maintenance activity.

(g) "Host Computer" is the computer system used for the toll collection system responsible for monitoring and processing all CFX toll transactions as modified and upgraded over time.

(h) "OCX" means Osceola County Expressway Authority, a body politic and corporate and an agency of the state created pursuant to Part V of Chapter 348, Florida Statutes.

(i) "OCX Expressway" means the proposed Poinciana Parkway Project and any future expansion of the OCX Expressway System.

ARTICLE II. OWNERSHIP OF ELECTRONIC TOLL REVENUE

All Electronic Toll Revenue (or "ETR") generated on an OCX Expressway shall belong to the OCX and be transferred by CFX to the OCX as set forth in this Agreement.

All Electronic Toll Revenue generated on the CFX Expressway System shall belong to CFX.

ARTICLE III. SCOPE OF SERVICES.

In its management of the processing of accounts and transponders on an OCX Expressway, CFX shall perform the following services:

Section 3.01 Customer Support

(a) CFX will provide customer service and support for the OCX Expressway, including services and support at the E-PASS Service Centers, the E-PASS Call Center, the E-PASS website, and the E-PASS Phone Interactive Voice Response ("IVR").

(b) OCX will be interoperable with all other Interoperable Florida Toll Agencies.

(c) CFX will provide for violation processing and invoicing.

Section 3.02 Financial Support

(a) CFX will collect all ETR on the OCX Expressway.

(b) CFX will provide for the reconciliation and accounting of financial data for the ETR on the OCX Expressway to OCX.

Section 3.03 Exclusions. CFX will not provide the following:

(a) CFX will not provide the initial infrastructure, hardware, and software for the OCX Expressway.

(b) CFX will not pay for credit card fees associated with transactions on an OCX Expressway.

(c) CFX will not provide for any cash collections or operations at the toll plazas on the OCX Expressway.

(d) CFX will not provide for any toll plaza lane or equipment maintenance.

(e) CFX will not provide any hardware or software upgrades to the lane or plaza equipment.

(f) CFX will not perform operation, management, maintenance and repair of the OCX's right of way and the toll plazas, booths, ramps and facilities involved therewith.

(g) The above list of exclusions is not exhaustive and CFX has no obligation to provide any additional services not specifically enumerated in this Agreement.

Section 3.04 Additional Services. Upon written request by OCX, and subject to CFX's approval, CFX will provide to OCX additional services including, but not limited to: (a) toll collection equipment and toll collection software maintenance; (b) hardware or software upgrades to the lane or plaza equipment; (c) facilities maintenance and upgrades of the toll equipment buildings on the OCX Expressway, as may be expanded or contracted from time to time; and (d) the other items excluded above. The actual costs incurred by CFX will be passed to OCX through a deduction of the revenues or through alternate means as more specifically addressed through a written amendment or supplement.

ARTICLE IV. CONSIDERATION.

Section 4.01 If at any time CFX determines that the actual cost of providing the services to OCX is such that CFX needs to charge OCX a fee, CFX may request an adjustment from OCX to cover CFX's actual cost.

Section 4.02 OCX is responsible for the cost of signage. Any future or additional signs on the OCX Expressway (or any future expansion by the OCX) will include or reference E-PASS and the cost will be borne by OCX.

ARTICLE V. TRANSFER AND RECONCILIATION OF ELECTRONIC TOLL REVENUE.

All Electronic Toll Revenue belonging to OCX shall be transferred to OCX's Toll Account, in arrears, on a weekly basis. Said amounts shall be reconciled to the exact amount of gross revenue minus:

- (a) any and all credit card processing fees or charges paid by any and all Florida Interoperable Partner Agency for OCX toll roads; and
- (b) any adjustments or discounts given on OCX toll roads; and
- (c) the cost of processing Pay-by-Plate transactions; and
- (d) any transaction fee imposed or retained by an interoperable partner; and
- (e) any additional costs passed on to OCX for the additional services or for additional costs as referenced in Section 3.04 or Section 4.01 above.

ARTICLE VI. TERM OF AGREEMENT.

This Agreement shall remain in force and effect for an initial term of ten (10) years, and shall automatically renew each year thereafter unless otherwise terminated as provided herein. The term commences on the Effective Date.

ARTICLE VII. TERMINATION.

This Agreement may be terminated at any time by mutual agreement of the parties as indicated by a termination agreement approved and executed by the governing board of each party. Absent mutual agreement, either side may elect to terminate, but only upon giving one hundred and eighty (180) days written notice to the other prior to the date of termination. In such event, each party hereby agrees to reconcile any and all amounts owed to the other pursuant to this Agreement and to pay such amounts within ninety (90) days of the termination date.

ARTICLE VIII. OCX'S OBLIGATION TO MAINTAIN COMPATIBILITY.

In order to facilitate electronic toll collection, OCX agrees to conduct maintenance and implement upgrades to lane and plaza hardware and software so as to maintain compatibility with CFX's ETTM and Host Computer. CFX agrees to provide written notice to OCX of any necessary maintenance or upgrades within a reasonable period after it receives actual notice of the need for any necessary maintenance or upgrades.

ARTICLE IX. COOPERATION.

Section 9.01 Staff Cooperation. CFX and OCX shall use their best efforts to work together, cooperate and coordinate activities with each other to ensure high level service and quality for OCX customers in CFX's E-PASS System. Staff members from CFX and OCX shall meet as necessary to discuss and develop solutions for operation problems and concerns. CFX and OCX shall promptly notify each other of any complaints, issues, problems, or system malfunctions or unforeseen occurrences and shall, if necessary, schedule a special meeting to discuss and resolve such complaints, issues, problems, malfunctions or unforeseen occurrences.

Section 9.02 Joint Marketing and Advertising. CFX and OCX shall develop and implement a joint marketing, public service and information dissemination plan to publicize the use of CFX's E-PASS System by OCX customers. OCX shall pay the cost of such activities. Nothing contained herein shall prohibit the parties from also undertaking their own individual marketing efforts.

ARTICLE X. LOSS, DAMAGE.

CFX shall have no responsibility or liability to pay OCX for any automated toll payments not made, collected or recorded for any reason, including, but not limited to, a hardware, software, or mechanical malfunction or breakdown, events outside the control of CFX, force majeure events (including, but not limited to war, natural disaster such as fire, flood, tornado, sink hole, breaches of the peace, and other acts of God), vandalism or intentional misuse, or any other reason.

ARTICLE XI. AUDITS AND AUDITING.

Each party shall have the right, at its own cost and expense, to perform or cause to be performed from time to time an audit or review of the Electronic Toll Revenue generated on the OCX Expressway. CFX and OCX shall cooperate to provide to each other all documents, data, and access necessary to facilitate an audit or review by each entity with respect to the Electronic Toll Revenue generated on any portion the OCX Expressway. A copy of such audit or review shall be promptly provided to the other party upon request.

ARTICLE XII. DISPUTE RESOLUTION.

Section 12.01 Settlement Conference. In the event of any dispute hereunder, the parties shall work together in good faith with a spirit of cooperation to resolve disputes and shall as soon as possible after a dispute arises (but no later than twenty-one (21) calendar days thereafter), schedule and attend a settlement conference to resolve such dispute.

Section 12.02 Mediation.

(a) If the parties are unsuccessful in their efforts to resolve disputes at a settlement conference in accordance with Section 12.01, either party may submit the issue in controversy for resolution by means of mediation.

(b) If either party elects to submit an issue to mediation, the parties shall cooperate in an effort to select a mediator, who shall be certified as a mediator by the Supreme Court of the State of Florida. If the parties are unable to agree upon a mediator, each shall select a mediator, who shall select a third mediator, and the proceedings shall be conducted by the third mediator. The parties shall equally share the costs and expenses of the mediator and the mediation proceedings and shall cooperate in good faith in an effort to reach a mutually acceptable resolution of the dispute.

(c) If the parties attempt to resolve a dispute by means of mediation proceedings in accordance with Section 12.02 but are unable to do so, either party may file an action at law or equity to enforce, interpret or construe the provisions of this Agreement.

Section 12.03 Cooperation. Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain a prompt and expeditious resolution of the dispute.

ARTICLE XIII. MISCELLANEOUS PROVISIONS.

Section 13.01 Waiver. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

Section 13.02 Designation of Responsibility; Cooperation with Representatives.

(a) CFX and OCX shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the operations required hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or make any action or make any decisions that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to this Agreement and negotiate on behalf of each of the parties but who are not authorized to bind CFX or OCX.

(b) OCX and CFX pledge mutual cooperation between all representatives of OCX and CFX. OCX and CFX shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the other, subject to compliance with applicable laws. The provision of such information shall not in any manner diminish OCX's or CFX's rights or obligations under any other provision hereof.

Section 13.03 Limitation on Third Party Beneficiaries. This Agreement shall not create any third party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit of any type whatsoever, including, but not limited to, a suit for personal injury or property damage pursuant to the terms of provisions hereof.

Section 13.04 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida.

Section 13.05 Notices and Communications.

(a) All notices required or permitted by law or by this Agreement to be given to CFX or OCX shall be in writing and may be given by either personal delivery or by registered

or certified U.S. mail sent return receipt requested, or by a recognized overnight courier service. Notices shall be sent to the parties at the addresses set forth below or at such other addresses as the parties shall designate to each other from time to time in writing:

All correspondence with OCX shall be sent to the Chairman. The initial address for such correspondence shall be:

Osceola County Expressway Authority
1 Courthouse Square
Kissimmee, Florida 34741
Attn: Chairman
Telephone: (407) 343-2700

All correspondence with CFX shall be sent to the Executive Director of CFX. The initial address for such correspondence shall be:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000

(b) Any notice or demand given, delivered or made by registered or certified United States mail sent return receipt requested, shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed effective on the first business day after deposited with such service, with the fee paid in advance. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the party to whom the same is given, delivered or made. Notices given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

Section 13.06 Interpretation. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

Section 13.07 Severability. The invalidity or unenforceability of any portion or provisions 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.

Section 13.08 Computation of Periods. References to "days" contained herein shall mean calendar days unless otherwise specified; provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

Section 13.09 Headings. The captions of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

Section 13.10 Entire Agreement. This Agreement, including the Exhibits (if any) attached hereto, constitutes the entire and integrated agreement between the parties hereto and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

Section 13.11 Counterparts. This Agreement may be executed in any number of counterparts.

ARTICLE XIV. FILING.

In accordance with Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court for Osceola County by OCX and with the Clerk of the Circuit Court for Orange County by CFX.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized agents on the dates indicated.

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Welton Cadwell, Chairman

ATTEST:

Approved as to form and legality:

By: _____
Darleen Mazzillo, Executive Assistant Joseph L. Passiatore, General Counsel

Date: _____ Date: _____

**OSCEOLA COUNTY EXPRESSWAY
AUTHORITY**

By: _____
Chairman

ATTEST:

Approved as to form and legality:

By: _____
Executive Assistant General Counsel

Date: _____ Date: _____

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CONSENT AGENDA ITEM

#18


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: March 29, 2016

SUBJECT: Approval of Supplemental Agreement No. 1 with EGIS Projects, Inc. to Increase Staffing and Expand the Scope of Services to the E-PASS and Violation Enforcement Operations Services Agreement; Contract No. 001105 

Board Approval is requested for Supplemental Agreement No. 1 with EGIS Projects, Inc., in the not to exceed amount of \$12,566,794.52 for increased staffing and expansion of the scope of services to support current and future operational needs. The current contract has reached capacity for staffing and cannot support current volumes of calls and image processing.

CFX staff expects future growth in image based tolling and future overall E-PASS growth to continue due to the openings of Poinciana and Wekiva Parkways as well as ongoing E-PASS initiatives.

The expansion of the scope of services will support a structure that will allow for overall improvements in quality and service to our E-PASS and Pay By Plate customers. The CFX staff will utilize a tiered approach by implementing measurement tools to aide in staffing additions and deletions based on volume changes. This staffing request is complementary to the "Customer Service Center Space Optimization" request that was approved by the Board in January 2016.

Original Contract Amount	\$24,621,831.60
Amount of this Supplemental	<u>\$12,566,794.52</u>
Total Revised Contract Amount	\$37,188,626.12

Reviewed by:



David Wynne, Director of Toll Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: E-PASS & Violation Enforcement Operations
Contract No. 001105

This Supplemental Agreement No. 1 is entered into this 14th day of April , 2016 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY("CFX"), and EGIS PROJECTS, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated June 11, 2015, for E-PASS & Violation Enforcement Operations, (the "Contract").

1. CFX desires to expand the scope of services by adding additional contractor positions from 128 positions in the original contract up to 201 positions to support the upcoming E-PASS marketing initiatives, dynamic growth in image based tolling and future overall E-PASS & Pay By Plate growth as detailed in Exhibit A.
2. The Contractor agrees that unless the Contract staffing is requested to exceed 201 positions no additional Mobilization costs will be requested of CFX regardless of staff turnover. "Mobilization" as it is defined within the scope of services on page SS-31 remains unchanged.
3. The Contractor hereby agrees to the expanded scope of services and to the additional Contract amount of \$12,566,794.52 which brings the total Contract not to exceed amount to \$37,188,626.12 with no increase in the term of the contract.
4. CFX must approve and provide the Contractor written notification prior to any increase in staff. Staff levels will be adjusted up or down based on the call volumes and image processing volumes but will be done so at the discretion of CFX.
5. CFX and the 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 which is not already defined herein or in the fee proposal.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: E-PASS & Violation Enforcement Operations

Contract No. 1105

Cost of additional services: \$12,566,794.52

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 April 14, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

EGIS PROJECTS, INC.

By: _____

Print Name

Title: _____

Witness: _____

Date: _____

Approved as to form and execution, only.

General Counsel for CFX

Central Florida Expressway Authority (CFX)

EGIS PROJECTS, INC.

Contract No. 1105

Supplemental Work Force Increase

Scope of Work

Summary

CFX desires to supplement the existing contract with EGIS Projects Inc. to provide additional staff and management to support the upcoming E-PASS Marketing initiatives, dynamic growth in image based tolling and future overall E-PASS growth. Based on a cooperative analysis by both EGIS and CFX executive staffs it is felt that the current staffing levels and structure are not appropriate to handle the current volume of calls, image processing and general business support services required under the existing scope of work. By making the recommended changes CFX will set in place a management structure and work force that will provide the level of service and quality their customers deserve.

Management & Supervisory Support

Additional management and supervisory positions will be added to the contract to facilitate a standard reporting structure with appropriate spans of control to provide front line staff the support needed to function efficiently.

Human Resources

Based on the additional staff to be added as well as future increases in overall staff numbers it is in the best interest of the project to have an on-site human resource manager. By doing so all human resource related items can be handled locally, timely and in a consistent manner. In the past the project manager and position managers were burdened with these items and were diverted from their primary focus from of managing the day to day operation. Currently at 128 employees potentially going to 201 with no HR staff on site.

Commercial Sales Account Manager

In an effort to further support E-PASS commercial account growth a sales manager will be brought on to specifically solicit business accounts that have medium to large vehicle fleets and present them with the financial benefits of having E-PASS accounts. This person will be directly related to helping grow E-PASS market share.

Call Center Agents & Image Review Clerks

Additional staffing levels in these areas will be adjusted, up or down, based on the Erlang Method for call volumes and image review processing speeds of 500 images per hour for image review clerks.

Pricing & Organizational Structure

Below is the detailed cost break down by year for staffing as well as an organizational chart.

**CSC/VES OPERATIONS
REVISED PRICING SCHEDULE TOTAL**

PRICING SCHEDULE - YEAR 1

Original	Adjusted	New Total
\$ 4,719,957.60	\$ 222,242.42	\$ 4,942,200.02

PRICING SCHEDULE - YEAR 2

\$ 4,827,438.40	\$ 2,947,605.62	\$ 7,775,044.02
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PRICING SCHEDULE - YEAR 3

\$ 4,919,376.40	\$ 3,005,677.26	\$ 7,925,053.66
-----------------	-----------------	-----------------

PRICING SCHEDULE - YEAR 4

\$ 5,014,234.80	\$ 3,063,428.46	\$ 8,077,663.26
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PRICING SCHEDULE - YEAR 5

\$ 5,110,824.40	\$ 3,123,778.62	\$ 8,234,603.02
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***TRANSITION ALLOWANCE**

\$ 30,000.00	\$ -	\$ 30,000.00
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MOBILIZATION

\$ -	\$ 204,062.14	\$ 204,062.14
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TOTAL

\$ 24,621,831.60	\$ 12,566,794.52	\$ 37,188,626.12
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*** IF REQUIRED NOT TO EXCEED 30K**

CSC/VES OPERATIONS
REVISED PRICING SCHEDULE 1a - YEAR 1

Hours per Full Time Employee (FTE)	1960	FTE			Rate	Annual Price			Totals			
		Original	Adjusted	New Total		Original	Adjusted	New Total	Original	Adjusted	New Total	
Project Manager		1		1	110.30	\$ 216,188.00	\$ -	\$ 216,188.00	\$ 216,188.00	\$ -	\$ 216,188.00	A
CSC Classifications												
Managers (CSC & HR Specialist)		2	1	3	\$ 37.73	\$ 147,901.60	\$ 6,162.57	\$ 154,064.17				
Managers (Accountant & Quality)		2	2	2	\$ 47.83	\$ -	\$ 15,624.47	\$ 15,624.47				
Sr. Administrated Assistant (500 hours)	500		1	1	\$ 21.97	\$ -	\$ 915.42	\$ 915.42				
Accounting Assistant		3		3	\$ 18.68	\$ 109,838.40	\$ -	\$ 109,838.40				
Lead - Accounting			1	1	\$ 21.97	\$ -	\$ 3,588.43	\$ 3,588.43				
Supervisors - CSRs		3	0	3	\$ 25.91	\$ 152,350.80	\$ -	\$ 152,350.80				
CSC Leads			4	4	\$ 20.65	\$ -	\$ 13,491.33	\$ 13,491.33				
Trainer		1		1	\$ 21.97	\$ 43,061.20	\$ -	\$ 43,061.20				
Quality Control/Audit Specialist		2	3	5	\$ 30.48	\$ 119,481.60	\$ 14,935.20	\$ 134,416.80				
Quality Analyst			1	1	\$ 37.73	\$ -	\$ 6,162.57	\$ 6,162.57				
Sr. CSR		3		3	\$ 21.97	\$ 129,183.60	\$ -	\$ 129,183.60				
CSRs		45	0	45	\$ 17.65	\$ 1,556,730.00	\$ -	\$ 1,556,730.00				
Call Center	26		0	26								
Front Counter	10			10								
Internet CSR	2		2	4								
Back Office CSR	4		3	7								
Mailroom CSR	2		4	6								
Scan Clerk	1		1	2								
CSRs Part Time (1560 hours)	1560	9	0	9	\$ 17.65	\$ 147,805.00	\$ -	\$ 147,805.00				
Sr. Tech/Driver		2		2	\$ 18.68	\$ 73,275.60	\$ -	\$ 73,275.60				
Specific Area:												
Commercial Manager *			1	1	\$ 54.23	\$ -	\$ 8,856.08	\$ 8,856.08				
* All expenses will be passed to the client (including mileage)												
Total CSC Labor		71	14	85					\$ 2,579,578.80	\$ 69,736.86	\$ 2,649,315.66	B
VES Classifications												
Operation and Toll Enforcement Manager		1.00		1	\$ 47.83	\$ 93,746.80	\$ -	\$ 93,746.80				
Violation Enforcement Section Manager		1.00		1	\$ 37.73	\$ 73,950.80	\$ -	\$ 73,950.80				
Toll Enforcement Officer		3.00	(1)	2	\$ 29.85	\$ 175,518.00	\$ (4,875.04)	\$ 170,642.96				
Supervisor - VES		1.00	2.00	3	\$ 25.91	\$ 50,783.60	\$ 8,462.72	\$ 59,246.32				
VES-Lead		1.00	(1)	0	\$ 20.65	\$ 40,474.00	\$ (3,373.12)	\$ 37,100.88				
VES-CSR		14.00	0.00	14	\$ 15.09	\$ 414,069.60	\$ -	\$ 414,069.60				
CSR		0.00	10.00	10	\$ 17.65	\$ -	\$ 115,313.33	\$ 115,313.33				
Image Review Clerk-Lead		1.00	2	3	\$ 20.65	\$ 40,474.00	\$ 6,746.25	\$ 47,220.25				
Image Review Clerk		30.00	3.00	33	\$ 15.09	\$ 887,297.00	\$ 29,582.92	\$ 916,879.92				
Project Base-Image Review Clerk		5.00		5	\$ 15.09	\$ 147,882.00	\$ -	\$ 147,882.00				
Total VES Labor		57	15	72					\$ 1,924,190.80	\$ 151,857.06	\$ 2,076,047.86	C
Labor Contingency at 5%									\$ -	\$ -	\$ -	D
Commercial Manager Reimbursable Expenses									\$ 648.50	\$ 648.50	\$ 648.50	E
Total CSC/VES Operations Pricing									\$ 4,719,957.60	\$ 222,142.42	\$ 4,942,200.02	F
Total CSC/VES Labor		128	29	157								

CSC/VES OPERATIONS
REVISED PRICING SCHEDULE 1b - YEAR 2

Hours per Full Time Employee (FTE)		FTE				Annual Price				Totals			
		Original	Adjusted	New Total	Rate	Original	Adjusted	New Total	Original	Adjusted	New Total		
Project Manager	1960	1	0	1	119.64	\$ 234,494.40	\$ -	\$ 234,494.40	\$ 234,494.40	\$ -	\$ 234,494.40	A	
CSC Classifications													
Managers (CSC & HR Specialist)	500	2	1	3	\$ 38.47	\$ 150,802.40	\$ 75,409.31	\$ 226,211.61					
Managers (Accountant & Quality)			2	2	\$ 48.78	\$ -	\$ 191,209.37	\$ 191,209.37					
Sr. Administrated Assistant			1	1	\$ 22.60	\$ -	\$ 11,200.00	\$ 11,200.00					
Accounting Assistant			3	3	\$ 19.05	\$ 112,014.00	\$ 111,987.99	\$ 224,001.99					
Lead - Accounting			1	1	\$ 22.40	\$ -	\$ 43,894.81	\$ 43,894.81					
Supervisors - CSRs			3	0	\$ 26.42	\$ 155,349.60	\$ -	\$ 155,349.60					
CSC Leads				2	2	\$ 21.06	\$ 50.00	\$ 81,537.22	\$ 81,537.22				
Trainer			1	0	1	\$ 22.40	\$ 43,904.00	\$ -	\$ 43,904.00				
Quality Control/Audit Specialist			2	3	5	\$ 31.08	\$ 121,833.60	\$ 182,776.33	\$ 304,609.93				
Quality Analyst				1	1	\$ 39.07	\$ -	\$ 75,409.21	\$ 75,409.21				
Business Intelligence Analyst			1	1	\$ 38.47	\$ -	\$ 75,409.21	\$ 75,409.21					
Sr. CSR		3	0	3	\$ 22.60	\$ 131,712.00	\$ -	\$ 131,712.00					
CSRs		45	1	46	\$ 18.00	\$ 1,587,600.00	\$ 35,279.51	\$ 1,622,879.51					
Call Center	26		0	26									
Print Counter	10			10									
Internet CSR	2			2									
Back Office CSR	4		(1)	3									
Mailroom CSR	2		2	4									
Scan Clerk	1			1									
CSRs Part Time (1500 hours)	1560	9	11	20	\$ 18.00	\$ 252,720.00	\$ 308,833.21	\$ 561,549.21					
Sr. Tech/Driver		2		2	\$ 19.05	\$ 74,676.00	\$ -	\$ 74,676.00					
Specific Area													
Commercial Manager +			1	1	\$ 55.31	\$ -	\$ 108,408.18	\$ 108,408.18					
* All expenses will be passed to the client (including mileage)													
Total CSC Labor		71	28	99				\$ 2,630,611.60	\$ 1,302,338.20	\$ 3,932,949.80	B		
VES Classifications													
Operation and Toll Enforcement Manager	1560	1.00	0	1	\$ 48.78	\$ 95,608.80	\$ -	\$ 95,608.80					
Violation Enforcement Section Manager			1.00	0	1	\$ 38.47	\$ 75,401.20	\$ -	\$ 75,401.20				
Toll Enforcement Officer			3.00	(1)	2	\$ 30.43	\$ 178,928.40	\$ (59,652.00)	\$ 119,276.39				
Supervisor - VES			1.00	2	3	\$ 26.42	\$ 51,783.20	\$ 105,546.82	\$ 155,330.02				
VES-Lead			1.00	1	2	\$ 21.06	\$ 41,777.90	\$ 41,288.61	\$ 82,546.21				
VES-CSR			14.00	(4)	10	\$ 15.39	\$ 422,301.60	\$ (422,301.60)	\$ -				
CSR				26	28	\$ 18.00	\$ -	\$ 917,111.36	\$ 917,111.36				
CSRs Part Time (1500 hours)				19	19	\$ 18.00	\$ -	\$ 533,421.91	\$ 533,421.91				
Image Review Clerk-Lead			1.00	2	3	\$ 21.06	\$ 41,777.60	\$ 82,537.22	\$ 123,814.81				
Image Review Clerk			30.00	5	35	\$ 15.39	\$ 904,932.00	\$ 150,760.75	\$ 1,055,712.75				
Project Base-Image Review Clerk		5.00	5	10	\$ 15.39	\$ 150,622.00	\$ 150,760.75	\$ 301,602.75					
Total VES Labor		57	45	102				\$ 1,962,392.40	\$ 1,437,493.81	\$ 3,403,886.21	C		
Labor Contingency at 5%													
								\$ 159,991.60	\$ 159,991.60		D		
Commercial Manager Reimbursable Expenses													
								\$ 7,782.00	\$ 7,782.00		E		
Total CSC/VES Operations Pricing													
								\$ 4,827,438.40	\$ 2,947,605.62	\$ 7,775,044.02	F		
Total CSC/VES Labor													
		128	73	201									

CSC/VES OPERATIONS
REVISED PRICING SCHEDULE 1c - YEAR 3

FTE					Annual Price				Totals				
Hours per Full Time Employee (FTE)	1950	Original	Adjusted	New Total	Rate	Original	Adjusted	New Total	Original	Adjusted	New Total		
Project Manager		1		1	121.37	\$ 237,885.20	\$ -	\$ 237,885.20	\$ 237,885.20	\$ -	\$ 237,885.20	A	
CSC Classifications													
Managers (CSC & HR Specialist)	500	2	1	3	\$ 39.23	\$ 153,781.60	\$ 76,890.80	\$ 230,672.40					
Managers (Accountant & Quality)			2	2	\$ 49.74	\$ -	\$ 194,960.80	\$ 194,960.80					
Sr. Administrated Assistant			1	1	\$ 22.83	\$ -	\$ 11,415.00	\$ 11,415.00					
Accounting Assistant			3	3	6	\$ 19.42	\$ 114,189.60	\$ 114,189.60	\$ 228,379.20				
Lead - Accounting				1	1	\$ 22.83	\$ -	\$ 44,746.80	\$ 44,746.80				
Supervisors - CSRs			3	0	3	\$ 26.93	\$ 158,348.40	\$ -	\$ 158,348.40				
CSC Leads				2	2	\$ 21.47	\$ -	\$ 84,162.40	\$ 84,162.40				
Trainer			1		1	\$ 22.83	\$ 44,746.80	\$ -	\$ 44,746.80				
Quality Control/Audit Specialist			2	3	5	\$ 31.70	\$ 124,264.00	\$ 186,996.00	\$ 310,660.00				
Quality Analyst				1	1	\$ 39.23	\$ -	\$ 76,890.80	\$ 76,890.80				
Business Intelligence Analyst			1	1	\$ 39.23	\$ -	\$ 76,890.80	\$ 76,890.80					
SRL CSR		3		3	\$ 22.83	\$ 134,240.40	\$ -	\$ 134,240.40					
CSRs		45	1	46	\$ 18.35	\$ 1,618,470.00	\$ 35,966.00	\$ 1,654,436.00					
Call Center	26		0	26									
Front Counter	10			10									
Internet CSR	2			2									
Back Office CSR	4		(1)	3									
Mailroom CSR	2		2	4									
Scan Clerk	1			1									
0													
CSRs Part Time (1560 hours)	1560	9	11	20	\$ 18.35	\$ 257,634.00	\$ 314,856.00	\$ 572,120.00					
Sr. Tech/Driver		2		2	\$ 19.42	\$ 76,126.40	\$ -	\$ 76,126.40					
Specific Area													
Commercial Manager *			1	1	\$ 56.42	\$ -	\$ 110,583.20	\$ 110,583.20					
* All expenses will be passed to the client (including mileage)													
Total CSC Labor		71	28	99					\$ 2,681,801.20	\$ 1,327,999.20	\$ 4,009,799.40	B	
VES Classifications													
Operation and Toll Enforcement Manager	1560	1.00	0	1	\$ 49.74	\$ 97,490.40	\$ -	\$ 97,490.40					
Violation Enforcement Section Manager			1.00	0	1	\$ 39.23	\$ 76,890.80	\$ -	\$ 76,890.80				
Toll Enforcement Officer			3.00	(1)	2	\$ 81.03	\$ 182,456.40	\$ (80,826.62)	\$ 121,629.78				
Supervisor - VES			1.00	2	3	\$ 26.93	\$ 52,782.80	\$ 105,580.89	\$ 158,363.69				
VES-Lead			1.00	1	2	\$ 21.47	\$ 42,081.20	\$ 42,075.55	\$ 84,156.75				
VES-CSR			14.00	(1)	0	\$ 15.66	\$ 430,259.20	\$ (431,258.20)	\$ -				
CSR				26	26	\$ 18.35	\$ -	\$ 935,116.00	\$ 935,116.00				
CSRs Part Time (1560 hours)				19	19	\$ 18.35	\$ -	\$ 543,894.00	\$ 543,894.00				
Image Review Clerk-Lead			1.00	2	3	\$ 21.47	\$ 42,081.20	\$ 84,151.10	\$ 126,232.30				
Image Review Clerk			30.00	5	35	\$ 15.88	\$ 921,984.00	\$ 153,704.21	\$ 1,075,688.21				
Project Base-Image Review Clerk		5.00	5	10	\$ 15.68	\$ 153,664.00	\$ 153,704.21	\$ 307,368.21					
Total VES Labor		57	45	102					\$ 1,999,990.00	\$ 1,327,140.14	\$ 3,526,830.14	C	
Labor Contingency at 5%									\$ 142,756.92	\$ 142,756.92	\$ 285,513.84	D	
Commercial Manager Reimbursable Expenses									\$ 7,782.09	\$ 7,782.00	\$ 15,564.09	E	
Total CSC/VES Operations Pricing									\$ 4,919,376.40	\$ 3,005,677.26	\$ 7,925,053.66	F	
Total CSC/VES Labor		128	73	201									

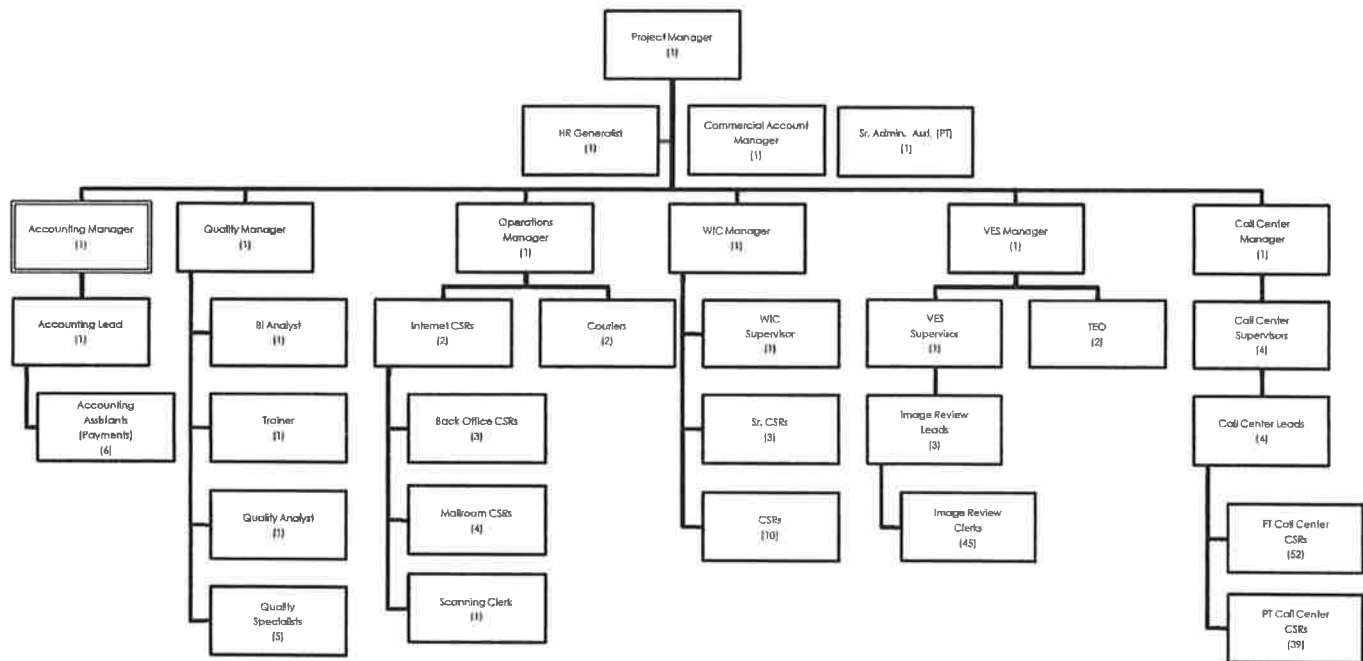
CSC/VIS OPERATIONS
REVISED PRICING SCHEDULE 1d - YEAR 4

Hours per Full Time Employee (FTE)	FTE				Annual Price			Totals			
	Original	Adjusted	New Total	Rate	Original	Adjusted	New Total	Original	Adjusted	New Total	
Project Manager	1	0	1	138.14	\$ 241,354.40	\$ -	\$ 241,354.40	\$ 241,354.40	\$ -	\$ 241,354.40	A
CSC Classifications											
Managers (CSC & HR Specialist)	2	1	3	\$ 40.00	\$ 154,400.00	\$ 78,419.60	\$ 232,819.60				
Managers (Accountant & Quality)	2	2	4	\$ 50.79	\$ -	\$ 198,861.60	\$ 198,861.60				
Sr. Administrative Assistant	1	1	2	\$ 22.28	\$ -	\$ 11,640.00	\$ 11,640.00				
Accounting Assistant	3	3	6	\$ 33.80	\$ 114,434.00	\$ 116,424.00	\$ 230,858.00				
Lead - Accounting	1	1	2	\$ 22.28	\$ -	\$ 45,628.80	\$ 45,628.80				
Supervisors - CSRs	3	0	3	\$ 27.66	\$ 181,464.80	\$ -	\$ 181,464.80				
CSC Leads	2	2	4	\$ 21.89	\$ -	\$ 85,408.80	\$ 85,408.80				
Trainer	1	0	1	\$ 22.28	\$ 45,628.80	\$ -	\$ 45,628.80				
Quality Control/Audit Specialist	2	1	3	\$ 52.32	\$ 126,694.40	\$ 120,843.60	\$ 247,538.00				
Quality Analyst	1	1	2	\$ 40.00	\$ -	\$ 79,419.60	\$ 79,419.60				
Business Intelligence Analyst	1	1	2	\$ 40.00	\$ -	\$ 79,419.60	\$ 79,419.60				
QA CSR	3	0	3	\$ 22.28	\$ 136,886.40	\$ -	\$ 136,886.40				
CSRs	15	1	16	\$ 16.70	\$ 1,649,360.00	\$ 36,652.00	\$ 1,686,012.00				
Call Center	25	0	25								
Front Counter	10		10								
Intervist CSR	2		2								
Back Office CSR	4	(1)	3								
Mailroom CSR	2	2	4								
Scan Clerk	1		1								
CSRs Part Time (1560 hours)	1560	9	11	\$ 16.70	\$ 262,548.00	\$ 320,892.00	\$ 583,440.00				
Sr. Tech/Driver		2	0	\$ 19.80	\$ 77,616.00	\$ -	\$ 77,616.00				
Specific Area											
Commercial Manager *		1	1	\$ 57.54	\$ -	\$ 112,778.40	\$ 112,778.40				
* All expenses will be passed to the client (including mileage)											
Total CSC Labor		71	28	89				\$ 2,791,441.00	\$ 1,105,098.00	\$ 3,896,539.00	B
VES Classifications											
Operation and Toll Enforcement Manager	3.00	0	1	\$ 50.79	\$ 96,430.80	\$ -	\$ 96,430.80				
Violation Enforcement Section Manager	3.00	0	1	\$ 40.00	\$ 78,556.00	\$ -	\$ 78,556.00				
Toll Enforcement Officer	3.00	(1)	2	\$ 31.85	\$ 185,102.00	\$ (82,024.72)	\$ 103,077.28				
Supervisor - VES	1.00	2	3	\$ 27.45	\$ 33,213.60	\$ 107,653.65	\$ 140,867.25				
VES Lead	1.00	1	2	\$ 22.89	\$ 42,004.80	\$ 42,899.63	\$ 84,904.43				
VES CSR	14.00	(1)	13	\$ 15.99	\$ 434,765.00	\$ (418,783.00)	\$ 16,000.00				
CSR		25	26	\$ 16.70	\$ -	\$ 952,552.00	\$ 952,552.00				
CSRs Part Time (1560 hours)		18	19	\$ 16.70	\$ -	\$ 316,740.00	\$ 316,740.00				
Image Review Clerk Lead	1.00	2	3	\$ 21.95	\$ 42,804.00	\$ 85,797.35	\$ 128,601.35				
Image Review Clerk	30.00	5	35	\$ 15.99	\$ 945,213.00	\$ 156,688.33	\$ 1,101,901.33				
Project Base Image Review Clerk	5.00	5	10	\$ 15.99	\$ 154,902.00	\$ 156,688.33	\$ 311,590.33				
Total VES Labor		57	45	102				\$ 2,079,639.00	\$ 1,554,153.40	\$ 3,633,792.40	C
Labor Contingency at 5%								\$ 181,939.62	\$ 140,507.71	\$ 322,447.33	D
Commercial Manager Reimbursable Expenses								\$ 7,782.00	\$ 3,382.00	\$ 11,164.00	E
Total CSC/VIS Operations Pricing								\$ 3,071,234.60	\$ 3,063,428.46	\$ 6,134,663.06	F
Total CSC/VIS Labor		128	73	201							

CSC/VES OPERATIONS
REVISED PRICING SCHEDULE 1a - YEAR 5

Hours per Full Time Employee (FTE)	FTE			Rate	Annual Price			Totals			
	Original	Adjusted	New Total		Original	Adjusted	New Total	Original	Adjusted	New Total	
Project Manager	1	0	1	\$ 124.75	\$ 244,510.00	\$ -	\$ 244,510.00	\$ 244,510.00	\$ -	\$ 244,510.00	A
CSC Classifications											
Managers (CSC & HR Specialist)	2	3	3	\$ 40.90	\$ 159,936.00	\$ 79,968.48	\$ 239,904.48				
Managers (Accountant & Quality)	7	2	2	\$ 51.79	\$ -	\$ 207,800.10	\$ 207,800.10				
Sr. Administrated Assistant	1	1	1	\$ 23.74	\$ -	\$ 11,888.65	\$ 11,888.65				
Accounting Assistant	3	3	6	\$ 20.18	\$ 118,658.40	\$ 118,673.26	\$ 237,331.66				
Lead - Accounting	1	1	1	\$ 23.74	\$ -	\$ 46,525.12	\$ 46,525.12				
Supervisors - CSRs	3	0	3	\$ 28.00	\$ 164,640.00	\$ -	\$ 164,640.00				
CSC Leads		2	2	\$ 22.32	\$ -	\$ 87,476.34	\$ 87,476.34				
Trainer	1	0	1	\$ 22.74	\$ 46,530.40	\$ -	\$ 46,530.40				
Quality Control/Audit Specialist	2	8	3	\$ 32.96	\$ 129,203.20	\$ 193,794.48	\$ 322,997.68				
Quality Analyst	1	1	1	\$ 40.80	\$ -	\$ 79,968.45	\$ 79,968.45				
Business Intelligence Analyst	1	3	3	\$ 40.80	\$ -	\$ 79,968.45	\$ 79,968.45				
Sr. CSR	3	0	3	\$ 33.74	\$ 139,593.20	\$ -	\$ 139,593.20				
CSRs	45	1	46	\$ 19.07	\$ 1,681,974.00	\$ 37,376.11	\$ 1,719,350.11				
Call Center	26	0	26								
Front Counter	10		10								
Internet CSR	2		2								
Back Office CSR	4	(1)	3								
Mailroom CSR	2	2	4								
Scan Clerk	1		1								
CSRs Part Time (1560 hours)	1560	9	11	\$ 19.07	\$ 267,742.80	\$ 327,231.81	\$ 594,974.61				
Sr. Tech/Driver	2	0	2	\$ 20.18	\$ 79,105.60	\$ -	\$ 79,105.60				
Specific Area											
Commercial Manager *		1	1	\$ 58.70	\$ -	\$ 115,043.61	\$ 115,043.61				
* All expenses will be passed to the client (including mileage)											
Total CSC Labor	71	28	99					\$ 2,787,381.60	\$ 1,380,694.88	\$ 4,168,076.48	B
VES Classifications											
Operation and Toll Enforcement Manager	1.00	0	1	\$ 51.73	\$ 101,390.80	\$ -	\$ 101,390.80				
Violation Enforcement Section Manager	1.00	0	1	\$ 40.80	\$ 79,968.00	\$ -	\$ 79,968.00				
Toll Enforcement Officer	3.00	(1)	2	\$ 32.27	\$ 189,747.60	\$ (63,246.78)	\$ 126,500.82				
Supervisor - VES	1.00	2	3	\$ 28.00	\$ 54,880.00	\$ 109,771.90	\$ 164,651.90				
VES-Lead	1.00	1	2	\$ 22.32	\$ 43,747.20	\$ 43,736.17	\$ 87,483.37				
VES-CSR	14.00	(5)	9	\$ 16.30	\$ 447,272.00	\$ (447,272.00)	\$ -				
CSR		26	26	\$ 19.07	\$ -	\$ 971,779.33	\$ 971,779.33				
CSRs Part Time (1560 hours)	1560	19	19	\$ 19.07	\$ -	\$ 565,218.59	\$ 565,218.59				
Image Review Clerk-Lead	1.00	2	3	\$ 22.32	\$ 43,747.20	\$ 87,476.34	\$ 131,223.54				
Image Review Clerk	30.00	5	35	\$ 16.30	\$ 958,440.00	\$ 159,727.70	\$ 1,118,167.70				
Project Rate-Image Review Clerk	5.00	5	10	\$ 16.30	\$ 159,740.00	\$ 159,727.70	\$ 319,467.70				
Total VES Labor	57	45	102					\$ 2,076,932.50	\$ 1,586,920.24	\$ 3,663,852.74	C
Labor Contingency at 5%								\$ 148,380.79	\$ 148,380.79		D
Commercial Manager Reimbursable Expenses								\$ 7,782.00	\$ 7,782.00		E
Total CSC/VES Operations Pricing								\$ 5,110,824.40	\$ 3,123,778.62	\$ 8,234,603.02	F
Total CSC/VES Labor	128	73	201								

E-PASS AND VES OPERATIONS ORGANIZATIONAL OPTIMIZATION



201 Headcount

CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Corey Quinn P.E., Chief of Technology/Operations 

DATE: April 6, 2016

SUBJECT: Approval of First Amendment to agreement related to toll collection services for users without transponders via wireless application

Board approval is requested for the above referenced First Amendment. This allows for changes to the payment structure between PayTollo Inc. and their customers by allowing a convenience fee, an increase in the amount of beta testing participants, and limits the communications of the beta testing participants.

Reviewed by: 

**FIRST AMENDMENT TO
AGREEMENT RELATED TO TOLL COLLECTION SERVICES FOR USERS
WITHOUT TRANSPONDERS VIA WIRELESS APPLICATION**

THIS FIRST AMENDMENT TO THE AGREEMENT RELATED TO TOLL COLLECTION SERVICES FOR USERS WITHOUT TRANSPONDERS VIA WIRELESS APPLICATION (the "Amendment"), effective _____, 2016 ("Effective date") is entered into by and among PayTollo Inc, a Delaware corporation, having offices at 1 West Campbell Avenue, Suite E 45, Campbell, California 95008 ("Service Provider"), registered and authorized to conduct business in the State of Florida and Central Florida Expressway Authority ("CFX"), a body politic and agency of the State of Florida, having offices at 4974 ORL Tower Road, Orlando, FL 32807.

WHEREAS, CFX and Service Provider on January 14, 2016 entered into an agreement ("the Agreement") whereby CFX is willing to participate in a limited proof of concept test or alpha test of Service Provider's Product subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the parties have determined it necessary to amend the agreement stated below

NOW, THEREFORE, in consideration of the promises and covenants of this Agreement, the parties hereto agree as follows:

Section 1. Effective Date. This First Amendment shall take effect upon the date of the last party's execution of the document. All other portions of the January 14, 2016 Agreement shall remain in effect as stated therein.

Section 2. Section 2. c. i. Entitled "Scope of Work and Operations" is amended as follows:

c. Beta Test.

- i. If the Alpha Test is successful, then a second test will be conducted, referred to as Beta Test, which will expand the user group to include third party customers who are willing to test the Product. The Beta Test Group shall be comprised of no more than 1,080 customers ~~thirty (30) people~~ and test the Product on various toll systems throughout the State of Florida.

Section 3. Section 3. c. iii Entitled "Payment" is amended as follows:

- c. iii. Limitation on Additional Service Provider Charges. Service Provider agrees that the total amount collected from Service Provider's Customers will not exceed the rate set for cash tolls set by the applicable toll authority, plus a \$0.40 per bundle convenience fee every four (4) days. If the Service Provider is determined to be charging Service Provider's customers in excess of the

amounts allowed pursuant to this Agreement then this fact shall constitute an event of default under this Agreement and CFX shall be immediately entitled to exercise its rights under this Agreement.

Section 4. Section 4. Entitled "Service Provider's Customer Agreement" is amended to create a new subparagraph (e.) as follows:

Any customer agreement between the Service Provider and the Service Provider's Customers must include the following provisions:

- a. This agreement is between you and the Service Provider, not CFX. Therefore, PLEASE BE ADVISED that if your vehicle runs a toll and the payment is not timely submitted to the appropriate toll authority, then you are subject to enforcement procedures incorporated in the rules and policies promulgated by the toll authority and as set forth in the Florida Statutes.
- b. If you have an E-Pass or SunPass or LeeWay transponder in the vehicle, the E-Pass or SunPass or LeeWay account will be charged automatically. It is your responsibility to make sure that you do not use the Product in a vehicle that is equipped with an E-Pass or SunPass or LeeWay.
- c. If you have any issues with Service Provider, including but not limited to complaints involving payments to Service Provider for tolls that are not registered as paid by CFX or the appropriate toll authority, by using this Product, you expressly agree that any and all disputes arising out of your use of the Product must be resolved by the Service Provider, not CFX or the appropriate toll authority.
- d. By using the Product, you release the Central Florida Expressway Authority, its officers, employees, or agents (collectively "CFX") and any other toll agency in the State of Florida from all loss, damage, or injury whatsoever from the use or performance of the Product. CFX or any other toll agency in the State of Florida shall not have any obligation or liability to you with respect to the use, misuse, or performance of the Product. This agreement is personal to you and you are not permitted to assign the obligations or benefits of this Agreement.
- e. A provision that Beta Test Group customers shall refrain from creating or disseminating any independent reports, reviews or other communications regarding the testing process or any results arising there from.
- e.f. 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. Any remaining valid and enforceable portion(s) of the Agreement shall operate and be interpreted as closely to the original intent as legally possible.
- ~~f.g.~~ This Agreement shall be deemed to have been executed and will be performed in Orange County, Florida. All disputes and questions on interpretation shall be governed by and construed in accordance with the laws of the State of Florida, and the parties agree that the exclusive venue for any action or proceeding arising hereunder shall be in Orange County, Florida.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures.

ACCEPTED AND AGREED TO BY:

PayTollo Inc.

By: _____

Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Executive Assistant

Print Name: _____

CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: April 1, 2016

SUBJECT: Award of Contract for
Single Line Dynamic Message Sign (DMS) Upgrades
Project No. 599-525, Contract No. 001159

In accordance with the approved Procurement Policy and the Procurement Procedures Manual, an invitation to bid the referenced project ran in the Orlando Sentinel on August 16, 2015. Responses to the invitation were received from four (4) contractors by the March 24, 2016, deadline for submittal of bids.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Traffic Control Devices, Inc.	\$4,555,555.55
2. American Lighting and Signalization, Inc.	\$4,595,541.80
3. The New Florida Industrial Electric, Inc.	\$4,744,690.80
4. SICE, Inc.	\$4,846,667.58

The Engineer's Estimate for this project is \$5,414,192.12.

The Engineer of Record for project 599-525 has reviewed the low bid submitted by Traffic Control Devices, Inc. to determine whether the overall bid amount falls within the generally accepted tolerance threshold of 25% used by CFX and other state agencies for bids that are below the Engineer of Record's (EOR) Estimate. The low bid is approximately 15.9% below the Engineer's Estimate and is acceptable.

The Engineer of Record also reviewed the bid tabulation and found three unbalanced bid items. A meeting was held on March 29, 2016, with the Engineer of Record to discuss these items and it was mutually agreed that the deviation was acceptable.

The Procurement Department has evaluated the bids and has determined the bid from Traffic Control Devices, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Traffic Control Devices, Inc., in the amount of \$4,555,555.55 is recommended contingent upon final execution of the contract by both parties.

Reviewed by: 
Brian Homayouni, Manager of Traffic Operations

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

CONTRACT

This Contract No. 001159 (the "Contract"), made this 14th day of April, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Traffic Control Devices, Inc., 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. 599-525, Single Line Dynamic Message Sign (DMS) Upgrades, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 365 calendar days. The Contract Amount is \$4,555,555.55. This Contract was awarded by the CFX Board of Directors at its meeting on April 14, 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 set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

CONTRACTOR

By: _____

Print Name: _____

Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

EXHIBIT "B"

Executive Director Report

April 14, 2016

Attended the American Public Transportation Association and International Bridge Tunnel and Turnpike Association meetings from March 12th through 15th in Washington DC.

Participated in the Wekiva River Basin Commission meeting on March 16th.

Met with Florida Institute of Consulting Engineers on March 17th to discuss a small liaison committee to address topics of mutual concern to improve efficiency and productivity within the engineering consulting industry.

Participated in the State of Central Florida's Infrastructure Program on March 31st to share the draft CFX Master Plan.

Participated as a mentor in the 2016 Bizwomen Mentoring Monday Networking Event on April 4th.

Spoke at the Orlando Women's Conference on April 8th.

Presented the draft 2040 Master Plan to the Central Florida MPO Alliance on April 8th.

The Osceola County Commission unanimously authorized County Manager Don Fisher to work with CFX to negotiate an agreement for CFX to analyze the feasibility of building the segments of the OCX Master Plan as CFX system projects.

Met with Don Fisher, Osceola County Manager on April 11th to continue discussions regarding the OCX Master Plan and the framework in which CFX could begin Concept and Feasibility Studies on their respective segments and potentially build cost feasible and fundable segments as system projects.

Participated in periodic teleconferences with Enterprise Holdings to discuss alternative tolling solutions for Florida rental cars.

The valuation methodology to facilitate the buy/swap of SR 417 and SR 429 in Seminole and Osceola Counties continues to be reviewed by Florida Division of Bond Finance.

FTE has begun construction on the Beachline express lanes, which will run from the Turnpike east to McCoy Road. FTE has requested to install multiple signs on CFX right of way to direct westbound traffic leading up to the express lanes.

CFX has completed the installation of the SunPass logo on our E-PASS signs as requested by FDOT.

CFX engineers were notified on April 11, 2016 that the Department has withdrawn the solicitation for building express lanes on SR 417 in Seminole County. The Department indicated that no work will be performed on the project until further notice.

CFX received a letter from Secretary Boxold on March 29th regarding the Centralized Customer Service System (attached). The project is on the agenda this month.

CFX staff also attended/presented at the following meetings/events:

- I-4 Ultimate Progress Meeting – 3/16
- International Right of Way Association Presentation – 3/18
- Osceola County Bar Association Presentation – 3/18
- Kowton Festival – 3/26
- Joint Agency PIO coordination meeting (Wekiva Parkway) - 3/30
- SR 408 Widening/Sound wall Public Meeting – 3/31
- Fiesta in the Park – 4/2 & 4/3
- Lyman HS engineering student classroom session (Wekiva Parkway) - 4/4
- UCF Transportation Engineering Systems class presentation – 4/7
- Lyman HS engineering student project tour (Wekiva Parkway) - 4/7
- RAM National Circuits Finals Rodeo – 4/9 & 4/10
- Williamsburg Town Hall Meeting – 4/12
- I-4 Ultimate Progress Meeting – 4/13

CUSTOMER SERVICE

	Activity		Wait Time	
	Actual	Avg	Actual	Target
Service Center: East	9,515	10,155	3:51	<5m
Service Center: West	3,178	3,342	1:45	<5m
Call Center*	76,177	75,492	0:56	<1m



*CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+

AVERAGE SPEED: PEAK DIRECTION

	mph	AM Peak (6-9) Avg mph	PM Peak (4-7) Avg mph
SR 408 W. SR 50 to E. SR 50	55-65	52	53
SR 417 Int'l Dr. to Seminole Co. Line	55-70	67	62
SR 528 Sand Lake Rd. to SR 520	70	64	64
SR 429 Seidel Rd. to SR 414	70	67	66
SR 451 SR 429 to US 441	65	61	65
SR 414 US 441 to US 441	65	64	64

LEGEND: <10 11-20 >= 21

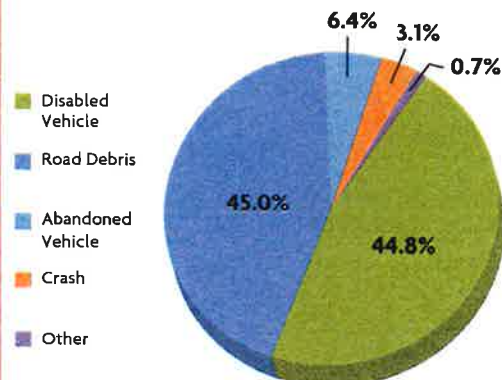
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.7	\$0.7	2%	10%	
SR 528 Airport Mainline Toll Plaza & Ramp Plaza	\$39.0	\$31.3	80%	87%	
SR 417 Resurfacing I-Drive to Moss Park Rd.	\$18.5	\$1.2	7%	13%	
SR 429 Systems Interchange	\$79.6	\$1.0	1%	7%	
SR 429, US 441 to North of Ponkan Rd.	\$56.1	\$16.0	29%	40%	
SR 429 North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$14.9	32%	34%	

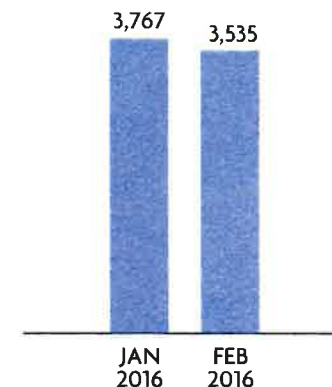
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

**ROAD RANGER:
CATEGORY OF ASSISTS ON CFX ROADS**



**ROAD RANGER:
NUMBER OF ASSISTS ON CFX ROADS**



2014 FATALITIES

1.07	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

*Per 100 Million Vehicles Miles Traveled
2010-2014 - 5 Year Average*

WRONG WAY DRIVING (WWD)

	Vehicles Detected	Turn Arounds
5 Locations	1	1

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$259.1	\$229.4	13%
OM&A Expenses	\$37.4	\$42.4	12%
Net Revenue	\$126.8	\$91.8	38%

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.29	2.13
Subordinate Lien	1.96	1.81

TOTAL TRANSACTIONS (millions)

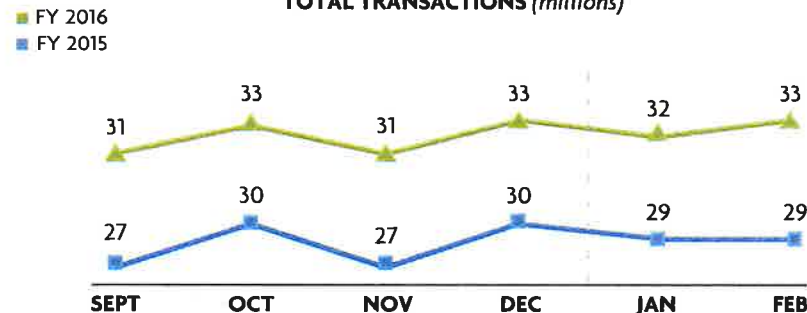


EXHIBIT "C"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
POTENTIAL CONFLICT DISCLOSURE FORM
(Filing Deadline: July 1, 2016)**

Name and Title: _____

Company: _____

Address: _____

Phone Number: _____ Email: _____

Relationship to CFX: ___ Board or Committee Member ___ Employee ___ Consultant

Actual or Prospective Projects: Wekiva Parkway (SR 429)

	Question	Yes	No
1.	Disclosure of Relationships (Refer to Section 348.753(8))		
	Do you have any relationship which affords a current or future financial benefit to you or to your "Relative" or "Business Associate" and which a reasonable person would conclude has the potential to create a prohibited conflict of interest? If yes, check the applicable relationships below and provide full names, addresses, and relationships on page 4 or a separate page.		
1A	Self		
1B	<p>"Relative," as defined in Section 112.312(21), Fla. Stat., means any individual related to you as:</p> <ul style="list-style-type: none">• Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife• In-Laws: father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law• Steps and Halves: stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister• Grands: grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild,• Significant Others: Person who is engaged to be married to you or who otherwise holds himself/ herself out as or is known as the person whom you intend to marry or with whom you intend to form a household• Roommates: Any other person with the same legal residence as you		

Name/Company: _____

	Question	Yes	No
1C	<p>“Business Associate,” as defined in Section 112.312(4), Fla. Stat., and CFX Code of Ethics, Section 6-1.01, means:</p> <ul style="list-style-type: none"> • any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, • co-owner of property, • any person or entity engaged in or carrying on any contractual relationship with a CFX Board member as a principal, partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, • any person or entity engaged in or carrying on a business enterprise, any contractual relationship, employment relationship or otherwise engaging in common investment with a CFX Board member as a principal, partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. 		
1D	Other (explain) _____		
2.	<p>Disclosure of Lobbyists (Refer to Section 348.753(8), Fla. Stat.)</p> <p>Do you have a “Relative” who is a “Registered Lobbyist”? “Registered Lobbyist,” as defined in CFX Code of Ethics, Part 1, shall mean any person who shall engage in lobbying for compensation for (1) an entity other than his or her employer; or (2) for any entity including his or her employer if a principal function of his or her position is lobbying or governmental relations; and (3) is registered with any local jurisdiction represented on CFX’s Board. If yes, list the full names and addresses of the lobbyist and the lobbyist’s clients on page 4 or a separate page.</p>		
3.	<p>Disclosure of Property Interests within a Project (Section 348.753(8), Fla. Stat.)</p> <p>Do you or any of your “Relatives” (see 1B above), principals, clients, or “Business Associates” (see 1C above) have any interest in real property located within any actual or prospective CFX project? The actual or prospective CFX projects are those listed on page 1. The corridor maps and lists reflecting the ownership of all real property within the disclosure areas, or alignment maps with lists of associated owners, are attached. If yes, check the applicable relationship types and disclose full names and addresses and identify the real property on page 4 or a separate page.</p>		
3A	Self		
3B	“Relative” (see 1B above)		
3C	Principal or Client		
3D	“Business Associate” (see 1C above)		
3E	Other (explain) _____		

Name/Company: _____

	Question	Yes	No
4.	Disclosure of Property Interests Within a One-Half Mile Radius of a Project (but Outside of a Project) (Refer to Section 348.753(8), Fla. Stat.) Do you or any of your "Relatives" (see 1B above), principals, clients, or "Business Associates" (see 1C above) have any interest in real property located within a one-half mile radius of any actual or prospective CFX project, but outside of any actual or prospective CFX project? If yes, check the applicable relationship types and disclose the full names and addresses and identify the real property on page 4 or a separate page.		
4A	Self		
4B	"Relative" (see 1B above)		
4C	Principal or Client		
4D	"Business Associate" (see 1C above)		
4E	Other (explain) _____		
5.	Solicitation or Acceptance of Gifts (See Section 112.313(2), Fla. Stat.) Have you solicited or accepted anything of value, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that your action or judgment regarding CFX business would be influenced thereby?		
6.	Unauthorized Compensation (Refer to Section 112.313(4), Fla. Stat.) Have you or your spouse or minor child accepted any compensation, payment, or thing of value when you knew, or, with the exercise of reasonable care, should know, that it was given to influence your action regarding CFX business?		
7.	Misuse of Position (Refer to Section 112.313(6), Fla. Stat.) Have you used or attempted to use your position with the CFX or any property or resource which may be within your trust, to secure a special privilege, benefit, or exemption for you or others?		
8.	Conflicting Employment or Contractual Relationship (Refer to Section 112.313(7), Fla. Stat.) Do you have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, CFX, that will create a continuing or frequently recurring conflict between your private interests and the performance of your duties to CFX or that would impede the full and faithful discharge of your duties to CFX, subject to the exemptions set forth in Section 112.313(12) & (15), Florida Statutes?		

Name/Company: _____

	Question	Yes	No
9.	If you are a Board Member, Committee Member, or Employee, answer 9A. If you are a Consultant, answer 9B.		
9A.	Certification of Completion of Training for Board Members, Committee Members, and Employees: <ul style="list-style-type: none">• CFX Code of Ethics: Have you read the CFX Code of Ethics and the PowerPoint presentation on the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics? The CFX Code of Ethics and PowerPoint presentation are available at CFXway.com.• Florida Code of Ethics: Have you completed training on the Florida Code of Ethics (codified in Chapter 112, Part III, Florida Statutes) and do you acknowledge that you understand the requirements?• Sunshine Law: Have you completed training on the Public Meetings (Sunshine Law) and do you acknowledge that you understand the requirements?• Public Records Act: Have you completed training on Public Records and do you acknowledge that you understand the requirements? <p>Training modules are available at CFXway.com and on the website maintained by the Florida Commission on Ethics at: http://www.ethics.state.fl.us/Training/</p>		
9B.	Acknowledgement of Receipt and Review of the CFX Code of Ethics for Consultants: Have you read the CFX Code of Ethics and do you acknowledge that you understand the CFX Code of Ethics?		

If you answered any of Questions numbered 1 through 8 in the affirmative, provide a detailed explanation below. Attach additional sheets as necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: _____ Date: _____

Name and Title: _____

Return this form by mail, email or fax to: Darleen Mazzillo, Executive Assistant
Central Florida Expressway Authority
4974 ORL Tower Road, Orlando, FL 32807
Phone: 407-690-5310 F ax: 407-690-5034
Email: Darleen.Mazzillo@CFXWay.com

Name/Company: _____

POTENTIAL CONFLICT DISCLOSURE FORM INSTRUCTIONS

I. OBJECTIVES

“It is essential to the proper conduct and operation of government that public officials be independent and impartial and that public office not be used for private gain other than the remuneration provided by law. The public interest, therefore, requires that the law protect against any conflict of interest and establish standards for the conduct of elected officials and government employees in situations where conflicts may exist.” § 112.311(1), Fla. Stat.

“Board members, employees, and consultants who hold positions that may influence authority decisions shall refrain from engaging in any relationship that may adversely affect their judgment in carrying out authority business.” § 348.753(8), Fla. Stat. To prevent such conflicts of interest and preserve the integrity and transparency of the Central Florida Expressway Authority (“CFX”) to the public, disclosures must be made annually.

II. TRAINING

The CFX Code of Ethics, the Florida Statutes, and self-training modules are available at CFXway.com and on the website maintained by the Florida Commission on Ethics at: <http://www.ethics.state.fl.us/Training/Training.aspx>.

III. WHEN TO FILE

Each Board Member, Committee Member, and employee shall complete and file the disclosure form upon appointment or hire, upon events that require disclosure, and annually, not later than July 1st.

Each Consultant shall complete and file the disclosure form at the following times: (a) prior to the execution of a contract; (b) upon the occurrence of an event that requires disclosure; and (c) annually, not later than July 1st.

IV. SPECIFIC INSTRUCTIONS FOR CONSULTANTS

Definition of “Consultant.” “Consultant” shall mean an individual who is rendering services to the Authority in the nature of time and effort rather than the furnishing of specific commodities. The term applies only to those professional services rendered by individuals who are independent consultants, providing services that may include, but are not limited to, evaluations, consultations, maintenance, financial, auditing, accounting, legal, engineering, management consulting, educational training programs, public relations, legislative advisors, planning, personnel, research and development studies or reports on the findings of consultants engaged thereunder, and professional, technical and social services.

Submit One Form. Consultants that are not sole proprietorships or single-member corporations, should submit one composite disclosure form for the entire entity, rather than one disclosure form

Name/Company: _____

per officer or employee. The composite disclosure form should include all officers, directors, managers, or employees who "hold positions that may influence CFX decisions." Individuals who fall within this category include: (a) all individuals who directly address the CFX Board, any CFX committee, the Executive Director, the Chief Financial Officer, or the Chief of Staff; and (b) the senior officer or officers of the Consultant.

Suggested Practices. Each Consultant shall consider having procedures in place to screen covered employees assigned to the CFX contract for potential personal conflicts of interest, including procedures to prevent personal conflicts of interest, to prohibit use of non-public information accessed through performance of the contract for personal gain, to inform covered employees of their ethical obligations, and to take appropriate disciplinary action in the event of a failure to comply.

V. COMPLIANCE REVIEW PROCESS

The Ethics Officer shall review all disclosure forms to determine if there is a prohibited conflict. If there is a conflict, the Ethics Officer shall determine if the conflict should be disclosed to the Board and whether the conflict may be waived. If the conflict is not waivable, then the person or entity may be disqualified or required to mitigate the conflict, the contract may be terminated, or the conflict may be escalated to the Florida Commission on Ethics. CFX reserves the right to pursue any other right, remedy, or recourse.

VI. PENALTIES FOR VIOLATION

Penalties for a violation of the Florida Code of Ethics, the Sunshine Law, the Public Records Act, and the CFX Code of Ethics are set forth in the CFX Code of Ethics, the Florida Statutes, or the Florida Code of Ethics.

As to Consultants, penalties for a violation include withholding payments until the violation is cured, reduction of payments, or termination of the contract for cause. If the Disclosure Form is submitted, but is incomplete, CFX has the right to withhold payments pending receipt of an explanation of such omissions or to terminate the contract for cause.

EXHIBIT "D"

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDING ITS
OPERATIONS COMMITTEE CHARTER
TO ADD CITIZEN REPRESENTATIVES**

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, CFX previously adopted a policy creating the Operations Committee and its Charter; and

WHEREAS, the governing Board wishes to add a up to three (3) citizen representatives to the Committee, as may be nominated by the Board's gubernatorial appointed members.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1. ~~The section entitled: "Organization" is hereby amended as follows:~~

The Operations Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Up to three (3) A citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing ~~January 1, 2016~~ upon appointment which term may be renewed.

One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity.

Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have operations and management experience.

Section 2. Chairman Selection: The Operations Committee will be chaired on an annual, rotating basis beginning September 11, 2014, in the following order:

City of Orlando Representative
Seminole County Representative
One of Citizen Representatives
Osceola County Representative
Lake County Representative
Orange County Representative

The Operations Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section 42. The revised Charter is adopted in its entirety as Exhibit "A".

Section 53. This Resolution shall become effective upon adoption.

ADOPTED this _____ day of ~~October, 2015~~ April 2016.

Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

EXHIBIT "A"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
OPERATIONS COMMITTEE CHARTER

PURPOSE

The Operations Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by reviewing operational information, toll collection and violation processing functions, and established agency performance indicators to monitor agency operations. The Operations Committee has the specific responsibility and authority to make recommendations to the Executive Director and the Authority Board regarding operational issues.

RESPONSIBILITIES

1. Review with Management:
 - Toll revenue collection results;
 - Toll violation reports;
 - Any proposed changes to operational policies;
 - Any proposed change to the Authority Operational Business Rules;
 - Any additions or changes to Authority interoperability agreements with other agencies.
2. Review with management the Authority's annual operational performance as reported by the FTC Transportation Authority Monitoring and Oversight report.
3. Review with management the results of the bi-annual customer service survey.
4. Review with management the performance of the toll collection and back office staffing of consultants.
5. Conduct other operational activities as requested by the Authority Board.

ORGANIZATION

The Operations Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;

6. Up to three (3) A citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing January 1, 2016 upon appointment which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have operations and management experience.

CHAIRMAN SELECTION

The Operations Committee will be chaired on an annual, rotating basis beginning September 11, 2014, in the following order:

City of Orlando Representative
Seminole County Representative
One of Citizen Representatives
Osceola County Representative
Lake County Representative
Orange County Representative

The Operations Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

MEETINGS

The Operations Committee shall meet as required to adequately fulfill Committee responsibilities. Meetings may be called by the Executive Director, the Authority Board Chairman, and/or the Operations Committee Chair.

~~A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.~~

Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and provided in advance to members, along with appropriate briefing materials.

The draft Committee meeting minutes and Committee recommendations shall be submitted to the Authority Board for information and/or approval as required.

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDING ITS
AUDIT COMMITTEE CHARTER
TO ADD CITIZEN REPRESENTATIVES**

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, CFX previously adopted a policy creating the Audit Committee and its Charter; and

WHEREAS, the governing Board wishes to add a up to three (3) citizen representatives to the Committee, as may be nominated by the Board's gubernatorial appointed members.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1. ~~The section entitled: "Organization" is hereby amended as follows:~~

The Audit Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
6. Up to three (3) A citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing January 1, 2016 upon appointment which term may be renewed. ~~In the event of continued~~

~~absenteeism, the Chair may recommend to the Board alternate appointments. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.~~

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

Section 2. Chairman selection. The Audit Committee will be chaired on an annual, rotating basis beginning September 11, 2014, in the following order:

Orange County Representative
City of Orlando Representative
Seminole County Representative
Osceola County Representative
One of Citizen Representatives
Lake County Representative

The Audit Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section ~~24~~. The revised Charter is adopted in its entirety as Exhibit "A".

Section ~~35~~. This Resolution shall become effective upon adoption.

ADOPTED this _____ day of ~~April 2016~~October, 2015.

Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

EXHIBIT "A"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
AUDIT COMMITTEE CHARTER

PURPOSE

The Audit Committee's primary function is to assist the Authority Board in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal control which Management has established, the audit process, the process for monitoring compliance with laws and regulations and the Code of Ethics. In doing so, it is the responsibility of the Audit Committee to provide an open avenue of communication between the Authority Board, Management, the Internal Auditor, and external auditors. The Audit Committee is provided specific authority to make recommendations to the Chief Financial Officer, the Executive Director and the Authority Board.

ORGANIZATION

The Audit Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
6. Up to three (3) A citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing January 1, 2016 upon appointment which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have financial expertise in general accounting principles and experience reviewing financial statements and audit reports.

CHAIRMAN SELECTION

The Audit Committee will be chaired on an annual, rotating basis beginning September 11, 2014, in the following order:

Orange County Representative
City of Orlando Representative
Seminole County Representative
Osceola County Representative
One of Citizen Representatives
Lake County Representative

The Audit Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

SUPPORT STAFF

The Internal Audit Director and the external auditors shall have direct and independent access to the Audit Committee and individually to members of the Audit Committee. The Committee shall have unrestricted access to employees and relevant information. The Committee may retain independent counsel, accountants or others to assist in the conduct of its responsibilities, subject to the Authority's procurement policy.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee. A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.

MEETINGS

The Audit Committee shall meet at least quarterly. Meetings may be called by the Authority Board Chairman, the Audit Committee Chair, or any two Committee members. Public notice shall be provided in accordance with State law.

The agenda will be prepared by the Internal Audit Director and approved by the Chair and provided in advance to members, along with appropriate briefing materials. In the absence of any objection, the Chair or any Committee member may add or subtract agenda items at a meeting. In the event of objection, a majority vote shall decide.

The Committee meeting minutes and any Committee recommendations shall be submitted to the Authority Board for consideration.

RESPONSIBILITIES

Financial Reporting Oversight

1. Review with Management and the external auditors:
 - The annual financial statements and related footnotes;
 - The external auditors' audit of the financial statements and their report;
 - Management's representations and responsibilities for the financial statements;
 - Any significant changes required in the audit plan;
 - Information from the external auditors regarding their independence;
 - Any difficulties or disputes with Management encountered during the audit;
 - The organization's accounting principles;
 - All matters required to be communicated to the Committee under generally accepted auditing standards.
2. Review with Management, the Authority's financial performance on a regular basis.

Internal Control and Risk Assessment

3. Review with Management the effectiveness of the internal control system, including information technology security and control.
4. Review with Management the effectiveness of the process for assessing significant risks or exposures and the steps Management has taken to monitor and control such risks.
5. Review any significant findings and recommendations of the Internal Auditor and external auditors together with Management's responses, including the timetable for implementation of recommendations to correct any weaknesses.

Compliance

6. Review with Management the effectiveness of the system for monitoring compliance with laws and regulations and the results of management's investigation and follow-up (including disciplinary action) of any instances of noncompliance.

Code of Ethics

7. Review with Management and monitor adequacy, administration, and compliance with the Authority's Code of Ethics.
8. Review the procedures for the anonymous and confidential submission of complaints and concerns regarding matters such as accounting, internal controls, auditing, waste, abuse, fraud, conflicts of interest, or other Code of Ethics violations.

Internal Audit

9. Recommend to the Board the appointment or removal of the Internal Audit Director.
10. Review and approve the annual internal audit plan and all major changes to the plan.
11. Review the internal audit budget and submit to the Finance Committee.
12. Review and approve the Internal Audit Department Charter.
13. Review internal audit reports and recommend transmittal and acceptance of the audit for filing with the governing Board which shall be accomplished by separate item on the Consent Agenda at a regularly scheduled meeting.
14. Review annually the performance of the Internal Audit Director.
15. Review annually the effectiveness of the internal audit function.

External Audit

16. Appoint an Audit Committee Member to serve on the Selection Committee for all external audit services.
17. Recommend to the Authority Board the external auditors to be appointed and the related compensation.
18. Review and approve the discharge of the external auditors.
19. Review the scope and approach of the annual audit with the external auditors.
20. Approve all non-audit services provided by the external auditors.

Other Authority and Responsibilities

21. Conduct other activities as requested by the Authority Board.
22. Conduct or authorize investigations into any matter within the Committee's scope of responsibilities.
23. Address any disagreements between Management and the Internal Auditor or external auditors.
24. Annually evaluate the Committee's and individual member's performance.
25. Review the Committee's formal Charter annually and update as needed.
26. Confirm annually that all responsibilities outlined in this Charter have been carried out.

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDING ITS
FINANCE COMMITTEE CHARTER
TO ADD CITIZEN REPRESENTATIVES**

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, CFX previously adopted a policy creating the Finance Committee and its Charter; and

WHEREAS, the governing Board wishes to add a up to three (3) citizen representatives to the Committee, as may be nominated by the Board's gubernatorial appointed members.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1. ~~The section entitled: "Organization" is hereby amended as follows:~~

The Finance Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.
6. Up to three (3) A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing January 1, 2016 upon appointment which term may be renewed. ~~In the event of continued absenteeism, the Chair may~~

~~recommend to the Board alternate appointments. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.~~

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have financial management expertise in governmental accounting and experience in public finance.

Section 2. Chairman Selection. The Finance Committee will be chaired on an annual, rotating basis beginning September 11, 2014, in the following order:

Seminole County Representative
Osceola County Representative
Lake County Representative
One of Citizen Representatives
Orange County Representative
City of Orlando Representative

The Finance Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section 42. The revised Charter is adopted in its entirety as Exhibit "A".

Section 53. This Resolution shall become effective upon adoption.

ADOPTED this _____ day of ~~October, 2015~~ April 2016.

Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

Revised ~~October 2015~~ April 2016

EXHIBIT "A"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
FINANCE COMMITTEE CHARTER**

PURPOSE

The Finance Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing financial and budgetary oversight and guidance.

RESPONSIBILITIES

The Finance Committee is responsible for conducting reviews and associated recommendations to the Board regarding capital budgeting, debt structure and issuance, liquidity, credit management, financial forecasting and interest rate risk management.

ORGANIZATION

The Finance Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Up to three (3) A citizen representative appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing January 1, 2016 upon appointment which term may be renewed. In the event of continued absenteeism, the Chair may recommend to the Board alternate appointments.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board.

Committee members should have financial management expertise in governmental accounting and experience in public finance.

CHAIRMAN SELECTION

The Finance Committee will be chaired on an annual, rotating basis beginning September 11, 2014, in the following order:

Seminole County Representative
Osceola County Representative
Lake County Representative
One of Citizen Representatives
Orange County Representative
City of Orlando Representative

The Finance Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

SUPPORT STAFF

The Central Florida Expressway Authority Chief Financial Officer shall serve as an advisor to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

MEETINGS

The Finance Committee shall meet as required to review financial and budgetary matters and provide guidance to Authority staff and consultants. Meetings may be called by the Executive Director, Chief Financial Officer or the Finance Committee Chair.

~~A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.~~

Public notice shall be provided in accordance with state law.

An agenda will be prepared by the Executive Director and the Chief Financial Officer and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for financial and budgetary actions shall be submitted to the Board for approval. Draft committee meeting minutes and any other Committee actions shall be submitted to the Authority Board for information and/or approval.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is

made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

**A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY
AUTHORITY AMENDING ITS
RIGHT OF WAY COMMITTEE CHARTER
TO ADD CITIZEN REPRESENTATIVE~~S~~**

WHEREAS, the Central Florida Expressway Authority (CFX) is Central Florida's regional expressway authority duly authorized by state law to maintain and operate an expressway system in Lake, Orange, Osceola and Seminole counties; and

WHEREAS, CFX possesses the power of eminent domain in order to acquire real property to expand and operate the expressway system; and

WHEREAS, CFX has created a Right of Way Committee to advise its Board on all real property acquisition and disposition matters to come before its Board;

WHEREAS, the governing Board wishes to add a up to three (3) citizen representatives to the Committee, as may be nominated by the Board's gubernatorial appointed members.

NOW THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, the following amendments are hereby adopted by the governing Board:

Section 1. ~~The section entitled: "Organization." is hereby amended as follows:~~

The Right of Way Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies.

6. Up to three (3) A-citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing January 1, 2016 upon appointment -which term may be renewed. One nomination per gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. The Committee members will serve at the pleasure of their respective jurisdictions. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

Section 2. Chairman Selection. The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 11, 2014, in the following order:

Osceola County Representative
Lake County Representative
Orange County Representative
City of Orlando Representative
Seminole County Representative
One of Citizen Representatives

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

Section 3. Quorum. If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

Section 24. The revised Charter is adopted in its entirety as Exhibit "A".

Section 35. This Resolution shall become effective upon adoption.

ADOPTED this _____ day of ~~October, 2015~~ April 2016.

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Welton G. Cadwell
Chairman

Approved as to form and legality:

Joseph L. Passiatore
General Counsel

EXHIBIT "A"

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY BOARD
RIGHT OF WAY COMMITTEE CHARTER**

PURPOSE

The Right of Way Committee's primary function is to assist the Authority Board in fulfilling its responsibilities by providing oversight and control of the property acquisition and disposition process.

The Right of Way Committee shall oversee and assist the Central Florida Expressway Authority right of way activities. Delegation of authority for right of way acquisition activities recognizes the practical need to conduct negotiations for property acquisition, business damage claims and other matters pertinent to real estate transactions in confidence until such time as a settlement is reached.

RESPONSIBILITIES

The Right of Way Committee is responsible for conducting reviews and associated recommendations to the Board regarding property acquisition negotiations, proposed settlements, review of condemnation proceedings and mediation, and other matters related to acquisition negotiations and settlements.

ORGANIZATION

The Right of Way Committee shall be composed of the following voting members:

1. Orange County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Orange County Commission or in accordance with Orange County's policies providing for appointments to other governmental agencies;
2. City of Orlando staff member or citizen representative and a designated substitute to serve in their absence, appointed by the City of Orlando Commission or in accordance with the City of Orlando's policies providing for appointments to other governmental agencies;
3. Lake County staff member or citizen representative and a designated substitute to serve in their absence, appointed by Lake County Commission or in accordance with Lake County's policies providing for appointments to other governmental agencies;
4. Osceola County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Osceola County Commission or in accordance with Osceola County's policies providing for appointments to other governmental agencies;
5. Seminole County staff member or citizen representative and a designated substitute to serve in their absence, appointed by the Seminole County Commission or in accordance with Seminole County's policies providing for appointments to other governmental agencies;
6. Up to three (3) A-citizen representatives appointed by the CFX governing Board after receiving nominations submitted by the gubernatorial Board appointees. The term for such appointments shall be for two years commencing January 1, 2016 upon appointment -which term may be renewed. One nomination per

gubernatorial appointee is allowed, but it shall not be mandatory that nominations be made.

Committee member appointments may not be delegated. County and City appointments may include contract personnel currently providing services to the appointing entity. Notwithstanding the two year term, the citizen representatives shall serve at the pleasure of the CFX Board. The Committee members will serve at the pleasure of their respective jurisdictions. Committee members should have experience in Florida eminent domain matters or possess sufficient experience in property acquisition and disposition.

CHAIRMAN SELECTION

The Right of Way Committee will be chaired on an annual, rotating basis beginning on September 11, 2014, in the following order:

Osceola County Representative
Lake County Representative
Orange County Representative
City of Orlando Representative
Seminole County Representative
One of Citizen Representatives

The Right of Way Committee Chair shall serve as the Board Liaison and attend CFX Board meetings.

SUPPORT STAFF

The Central Florida Expressway Authority General Counsel's office and Right of Way Counsel shall serve as advisors to the Committee. The Authority General Counsel's office shall provide support to the Committee and may retain independent consultants to assist in the conduct of Authority responsibilities, subject to the Authority's procurement policy and budget.

CONDUCT OF BUSINESS

The Right of Way Committee shall conduct business in accordance with the Central Florida Expressway Authority Property Acquisition and Disposition Procedures Manual.

MEETINGS

The Right of Way Committee shall meet as required to review negotiations and provide guidance to General Counsel, acquisition staff and consultants. Meetings may be called by the Executive Director, General Counsel or the Right of Way Committee Chair.

Public notice shall be provided in accordance with state law.

An agenda will be prepared by General Counsel and provided in advance to members, along with appropriate briefing materials.

Committee recommendations for right of way acquisition and disposition shall be submitted to the Board for approval. Draft Committee meeting minutes and any other Committee recommendations shall be submitted to the Authority Board for information and/or approval.

QUORUM

If all three gubernatorial Board members make nominations and the Board approves the appointments, the Committee shall consist of eight members and a quorum shall be five members present. If only two appointments are made the Committee shall consist of seven members and a quorum shall be four members present. If only one appointment is made the Committee shall consist of six members and a quorum shall be four members present. In order for any action or recommendation to pass there must be a majority affirmative vote of the quorum based on the then current composition of the Committee.

~~A quorum at any meeting shall require the physical presence of at least four Committee members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least four members casting an affirmative vote) shall be necessary for any action taken by the Committee.~~