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.

C.1

3/10/16 Board Meeting Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
March 10, 2016

Location: Central Florida Expressway Authority
Boardroom

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

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

Board Member Not Present:
Commissioner Fred Hawkins, Jr., Osceola 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

There was no public comment.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the minutes of the January 14, 2016 Board Meeting as presented. The motion carried with seven (7) members voting AYE by voice vote; Commissioner Hawkins and Mayor Dyer were not present.

D. APPROVAL OF CONSENT AGENDA

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

ACCOUNTING/FINANCE

1. Approval of revisions to Fixed Assets Policy and Resolution

2. Approval for disposal of inventory items

CONSTRUCTION

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

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

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

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

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

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

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

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

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

ENGINEERING

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

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

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

INTERNAL AUDIT

14. Acceptance of FY 2016 Contracts Audit

15. Acceptance of FY 2016 Bond Financing Review

16. Acceptance of DHSMV Data Security Assessment

LEGAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER DIVERSITY

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

TECHNOLOGY/OPERATIONS

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

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

41. Approval of Revisions to Express Toll Collection Policy

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

43. Approval of Revisions to E-PASS User Agreement

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

A motion was made by Commissioner Boyd and seconded by Mayor Jacobs to approve the Consent Agenda as presented. The motion carried with seven (7) members voting AYE by voice vote; Commissioner Hawkins and Mayor Dyer were not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- We had excellent weather and a great turnout for the SR 417/Boggy Creek Road interchange Ribbon Cutting on Friday, February 12. A video produced by Orange County TV was shown.
- On Thursday, March 31, CFX will hold a public workshop for the SR 408 Widening Project between Good Homes Road and Hiawassee Road.

(Mayor Dyer arrived at this time.)

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for January were $30,085,445 which is 8% above projections and 7% above prior year. CFX's total revenues were $32.8 million for the month.

Total OM&A expenses were $5.4 million for the month and $32.2 million year-to-date, which is 12% under budget.

After debt service the total net revenue available for projects was $15.5 million for January and $109.8 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

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

- Discussion ensued amongst the Board members regarding the buy/swap of SR 417 and SR 429.

- There was also discussion regarding the SR 417 Express Lane Project in Seminole County as it relates to approval by Metroplan Orlando.

- In light of the above discussions, the Board members suggested having a workshop session in April or May to provide the Board members with a history of the expressway system.

- Ms. Kelley recognized Corey Quinn, Chief of Technology/Operations, who is working closely with UCF to submit a joint patent request on the wrong way driving technology.

- Ms. Kelley thanked Jay Madara for giving CFX operations staff a tour of The Golf Channel's call center and for working with our financial team.

- Ms. Kelley thanked Commissioner Carey for taking the time to shadow our call center and toll attendant staff members to learn more about our toll operations.

F. REGULAR AGENDA ITEMS

1. SUNRAIL UPDATE

FDOT District Five Secretary Noranne Downs and SunRail Program Manager Tawny Olore gave a presentation on the SunRail project.

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

2. ADOPTION OF RESOLUTION SUPPORTING "FIXING AMERICA'S SURFACE TRANSPORTATION" (FAST) ACT

Mayor Teresa Jacobs thanked Congressman John Mica for his efforts in moving the Fixing America's Surface Transportation ("FAST") Act initiative forward.

Mayor Jacobs requested adoption of a Resolution supporting implementation of the FAST Act. (Exhibit "C")

A motion was made by Commissioner Carey and seconded by Mayor Jacobs to adopt the Resolution supporting the "Fixing America's Surface Transportation Act." The motion carried with eight (8) members voting AYE by voice vote; Commissioner Hawkins was not present.

Mayor Dyer mentioned that the city of Orlando ranked in the top 10 of 77 cities across the country that were eligible to participate in the "Smart City" application, which showcases projects that use ITS technologies. Mr. Scheeringa requested an update regarding the Smart City Challenge.

Mayor Jacobs proposed looking into adding more intelligent transportation technology to I-4 and the Expressway.

3. **APPOINTMENT OF CITIZEN REPRESENTATIVES TO AUDIT, FINANCE, OPERATIONS AND RIGHT OF WAY COMMITTEES**

Three candidates have been submitted for consideration by the gubernatorial Board appointees:

Tamrin Mahon	Audit Committee candidate submitted by Jay Madara
Mark Meyer	Operations Committee candidate submitted by Jay Madara
Rob Panepinto	Operations Committee candidate submitted by Andria Herr

In addition, Mr. Scheeringa indicated that he had submitted a candidate for the Right of Way Committee.

A motion was made by Mr. Madara and seconded by Commissioner Carey to approve the appointment of Tamrin Mahon to serve on the Audit Committee as the citizen representative. The motion carried with eight (8) members voting AYE by voice vote; Commissioner Hawkins was not present.

There was discussion as to how the committee charters are structured regarding the number of appointments per committee.

The Board directed staff to bring the committee charters back for review at the next Board meeting in order to discuss the number of committee appointments. In addition, the gubernatorial appointees may bring additional candidates for consideration at the next Board meeting.

The Board members made the following points for inclusion in the committee charters:

- In the event of a tie vote by any committee, the matter will be brought to the Board for the ultimate decision.
- As these committees are advisory committees, all decisions should rest with the Board and the charters should be clear that all matters come forward as a recommendation for, against or tie.
- Gubernatorial appointees are only required to bring recommendations for candidates forward if they feel they have the most qualified candidates. They are not required to submit a candidate for each committee.

4. ADOPTION OF TWENTIETH SUPPLEMENTAL BOND RESOLUTION

CFO Lisa Lumbard requested Board approval of the Twentieth Supplemental Bond Resolution authorizing the issuance of the Series 2016A Bonds, together with the forms of the Official Notice of Sale, Trustee, Paying Agent and Registrar Agreement, the Preliminary Official Statement, Continuing Disclosure Agreement and Escrow Deposit Agreement.

The Twentieth Supplemental Bond Resolution:

- Authorizes issuance of Senior Lien Refunding Revenue Bonds, Series 2016A not to exceed $170,000,000
- Authorizes sale of the bonds by competitive sale
- Approves the forms of the primary bond documents
- Refunds a portion of CFX Series 2007A Series Bonds
- Is an advance refunding
- Authorization contingent upon achieving minimum net present value savings to CFX of 3% (approximately $4.7 million)

A motion was made by Mayor Dyer and seconded by Commissioner Carey to adopt the Twentieth Supplemental Bond Resolution authorizing the issuance of the Series 2016A Bonds, together with the forms of the Official Notice of Sale, Trustee, Paying Agent and Registrar Agreement, the Preliminary Official Statement, Continuing Disclosure Agreement and Escrow Deposit Agreement. The motion carried with eight (8) members voting AYE by voice vote; Commissioner Hawkins was not present.

5. PRESENTATION OF DRAFT 2040 MASTER PLAN

The Draft Executive Summary of the 2040 Master Plan was provided to the Board members. Ms. Kelley committed to having a completed draft of the document distributed to the Board members in the next few weeks.

Director of Engineering Glenn Pressimone presented a status update on our continued work on the 2040 Master Plan.

The preparation of the Master Plan serves two critical purposes:

- To provide a guide for future decisions and actions of the agency through the development of a vision statement, mission statement and a set of policy profiles.
- To identify specific project needs within the existing CFX system as well as potential expansion projects within the region.

When complete, this Master Plan document will serve as a basis of our annual update to the Five Year Work Plan.

Mr. Pressimone described the components of the proposed draft Master Plan:

- Existing System Needs
  - 60 miles of widening
  - 3 interchanges
  - System renewal & replacement
  - $2.0 Billion
  - SR 408 mobility needs
- Potential New Expressway Projects
  - Potential Projects
    - 12 projects
    - 160 – 180 miles
  - $6.5 Billion to $9.0 Billion

The current draft Master Plan shows an estimated deficit range of $3.7 billion to $5.6 billion between the total identified project needs and CFX's estimated financial capacity to support project development:

Estimated costs (2015 dollars)	
FY 2016 – 2020 Work Plan	$1.2B
Existing System	$2.0B
Expansion Projects	$6.5B - $9.0B
Total Cost Range	$9.7B - $12.2 B
CFX Project Capacity:	$6.6B

It is anticipated that the final report will be presented for adoption at the May Board meeting.

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

6. **BOARD APPROVAL OF A MOTION CONFIRMING THE TERMS AND CONDITIONS FOR EASEMENT PARCEL 897 ACQUIRED FOR WEKIVA PARKWAY PROJECT**

General Counsel Joseph Passiatore provided the Board members with a description of the easement property and background on this matter.

Two years after agreeing to the Order of Taking the owner has raised a technical challenge stating that the easement was not limited to an aerial easement, but was a surface right easement which precludes access to the eastern remainder.

A motion was made by Commissioner Boyd and seconded by Mayor Dyer to approve the Terms and Conditions for easement Parcel 897 nunc pro tunc to the time of adoption of Resolution of Necessity, March 17, 2014. The motion carried with eight (8) members voting AYE by voice vote; Commissioner Hawkins was not present.

7. **STRATEGIC PLAN**

Michelle Maikisch, Chief of Staff/Public Affairs Officer presented a draft Strategic Plan for the Board's consideration. The final Strategic Plan will be presented next month for Board approval.

The Strategic Plan is a systematic approach through which CFX agrees on priorities that are essential to its mission, vision and core values.

Priorities:

- Build a customer-driven organization
- Deliver a world-class mobility network
- Utilize financially sound practices
- Focus on community & social responsibility
- Deliver on core values

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

8. **LEGISLATIVE UPDATE**

Michelle Maikisch, Chief of Staff/Public Affairs Officer reported that the 60-day legislative session ends on March 11. The CFX glitch bill SB 1110 and HB 825 was filed by Senator David Simmons and Representative Mike Miller. On March 8, SB 1110 was approved by the Florida House and will be transmitted to the Governor for final action.

The bill makes the following changes to the CFX statute:

- The bill clarifies that members of CFX's governing body from Seminole, Lake, and Osceola Counties must be a county commission member or chair, or a county mayor from the respective counties.
- The Governor-appointed citizen members, who must be residents of either Orange, Seminole, Lake, or Osceola County, are made subject to Senate confirmation, and refusal or failure to confirm creates a vacancy.
- The bill provides that the 4-year term of Governor-appointed members ends on December 31 of the last year of service.
- The bill also removes the requirement that the CFX board elect a governing body member as secretary.
- The bill clarifies that CFX is a party to a 1985 lease-purchase agreement between the former Orlando-Orange County Expressway Authority (OOCEA) and the Florida Department of Transportation (FDOT), and repeals superseded language requiring that title to the former Orlando-Orange County Expressway System be transferred to the state under certain conditions.

In addition, Ms. Maikisch reported on the state budget, FDOT legislative package and Miami-Dade Expressway Authority bill.

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

9. **WEKIVA PARKWAY CONSTRUCTION UPDATE AND APPROVAL OF CONTRACT AWARD TO GLF CONSTRUCTION FOR PROJECT NO. 429-206**

Don Budnovich, Resident Engineer/Sr. Project Manager, gave an update on the Wekiva Parkway construction.

Mr. Budnovich requested Board approval to award Wekiva Parkway Section 206 to GLF Construction, Inc. in the amount of $49,482,671.93.

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to award Wekiva Parkway Section 206 to GLF Construction, Inc. in the amount of $49,482,671.93. The motion carried with eight (8) members voting AYE by voice vote; Commissioner Hawkins was not present.

G. BOARD MEMBER COMMENT

In honor of Women History Month, Commissioner Carey recognized Laura Kelley and her team, as well as Noranne Downs and Tawny Olore.

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 10:50 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, wwexpresswayauthority.com

C.2

3/10/16 Board Workshop Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD WORKSHOP
March 10, 2016

Location: Central Florida Expressway Authority
Pelican Room #107

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

Board Members Not Present:
Commissioner Fred Hawkins, Jr., Osceola County
S. Michael Scheeringa, Gubernatorial Appointment

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

Staff Present at Dais:
Laura Kelley, Executive Director
Lisa Lumbard, Chief Financial Officer
Darleen Mazzillo, Assistant Secretary/Executive Assistant

A. CALL TO ORDER

The meeting was called to order at 11:10 a.m. by Chairman Welton Cadwell.

B. PUBLIC COMMENT

There was no public comment.

C. REVIEW OF GENERAL TRAFFIC & EARNINGS CONSULTANT'S ANNUAL REPORT

Hugh Miller, Ph.D., P.E. of CDM Smith presented the highlights of the FY 2015 General Traffic and Earning's Annual Report (presentation attached as Exhibit "A").

The Board members asked questions, which were answered by Dr. Miller and CFX staff. Ms. Kelley passed out information concerning Florida Turnpike's CPI floor and toll rate adjustments as compared to CFX.

D. DISCUSSION AND PRESENTATION OF FINANCIAL WORKSHOP

CFO Lisa Lumbard and Financial Advisor, Brent Wilder of PFM gave a financial presentation (presentation attached as Exhibit "B").

The Board members provided comments and asked questions, which were answered by CFX staff and Mr. Wilder.

Discussion took place regarding the remaining swaps in CFX's portfolio. We have worked to reduce the swap portion of CFX's portfolio from 50% to 18%. A suggestion was made to contact the counterparties to see if there is any opportunity to renegotiate the remaining swaps. Mr. Wilder explained the parameters that have been followed in unwinding the swaps.

E. BOARD MEMBER COMMENT

There were no comments from the Board members.

F. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 11:53 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.

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D.

Consent Agenda

CONSENT AGENDA
April 14, 2016

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 (Not-to-Exceed $926,000)

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)

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 Lumbard, Chief Financial Officer

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

WWW.CFXWAY.COM

CONSENT AGENDA ITEM

#2

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 Hiawassee 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

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

DUKE ENERGY.

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

DUKE ENERGY.

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.

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: _____

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.

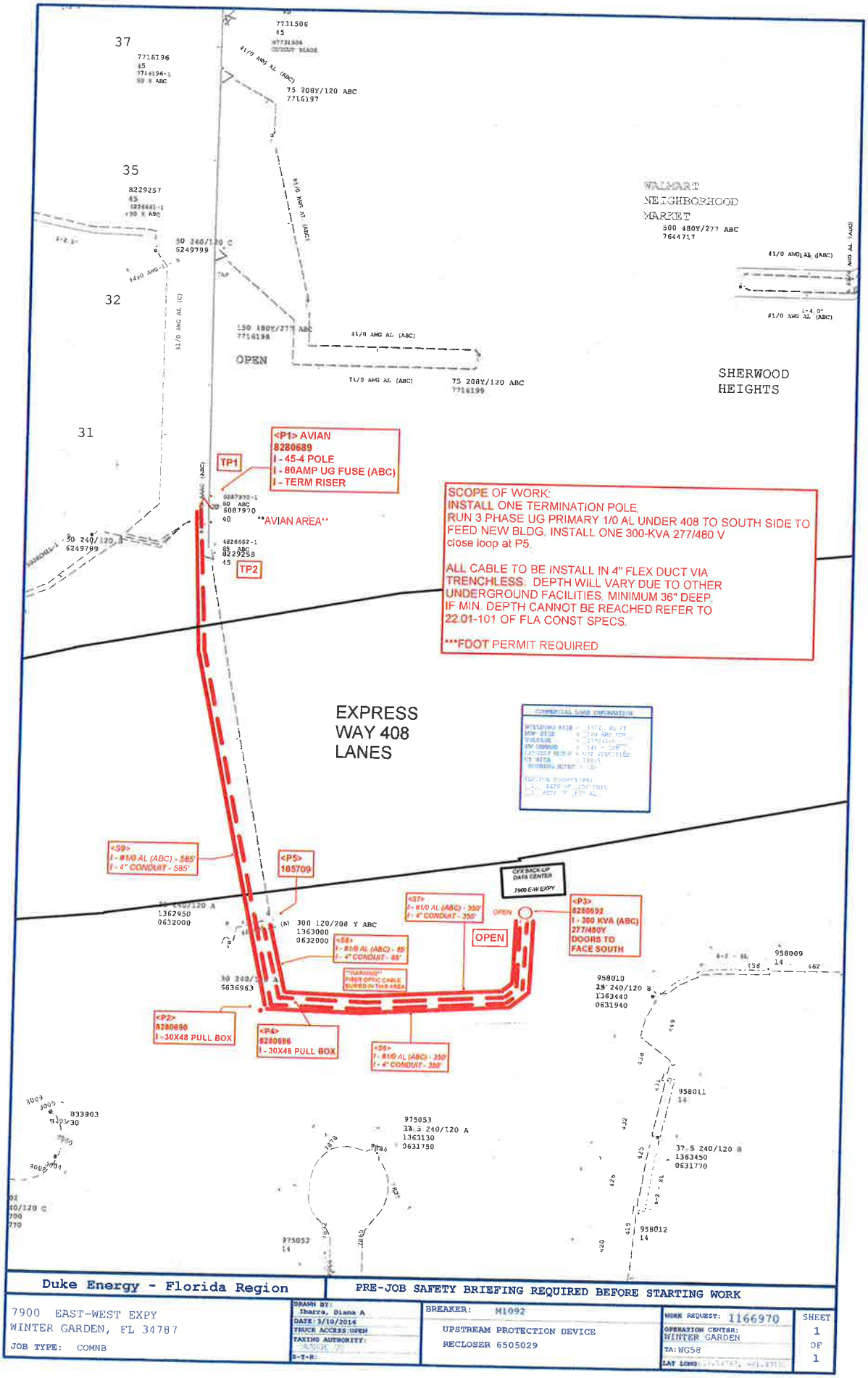
5. The Applicant shall provide service entrance facilities in accordance with the Proposal and the Rules and Regulations of the Utility, including the current published "Requirements for Electric Service and Meter Installations".

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 - Florida Region	**PRE-JOB SAFETY BRIEFING REQUIRED BEFORE STARTING WORK**			
7900 EAST-WEST EXPY WINTER GARDEN, FL 34787 JOB TYPE: COMNB	DRAWN BY: Ibarra, Diana A DATE: 3/10/2016 TRUCK ACCESS: OPEN PAVING AUTHORITY: S-T-R:	BREAKER: M1092 UPSTREAM PROTECTION DEVICE RECLOSER 6505029	WORK REQUEST: 1166970 OPERATION CENTER: WINTER GARDEN TA: WG58 LAT LONG:	SHEET 1 OF 1

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:	**Customer Number:**
7900 EAST-WEST EXPY WINTER GARDEN FL 34787	3319151448 **WMIS WR Number:** 1166970

Work Description:

NSTALL 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 causec 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

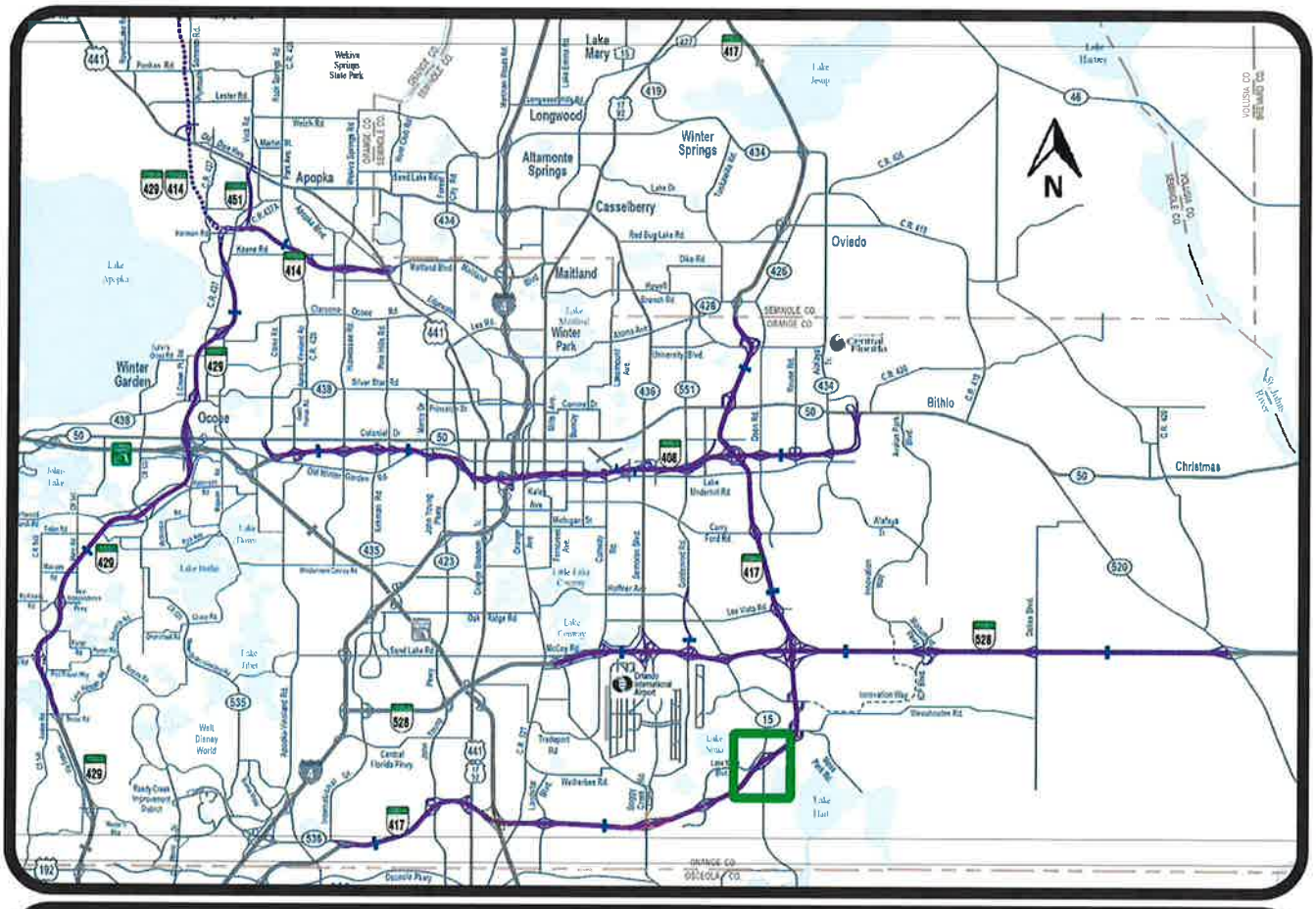
DATE: March 29, 2016

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

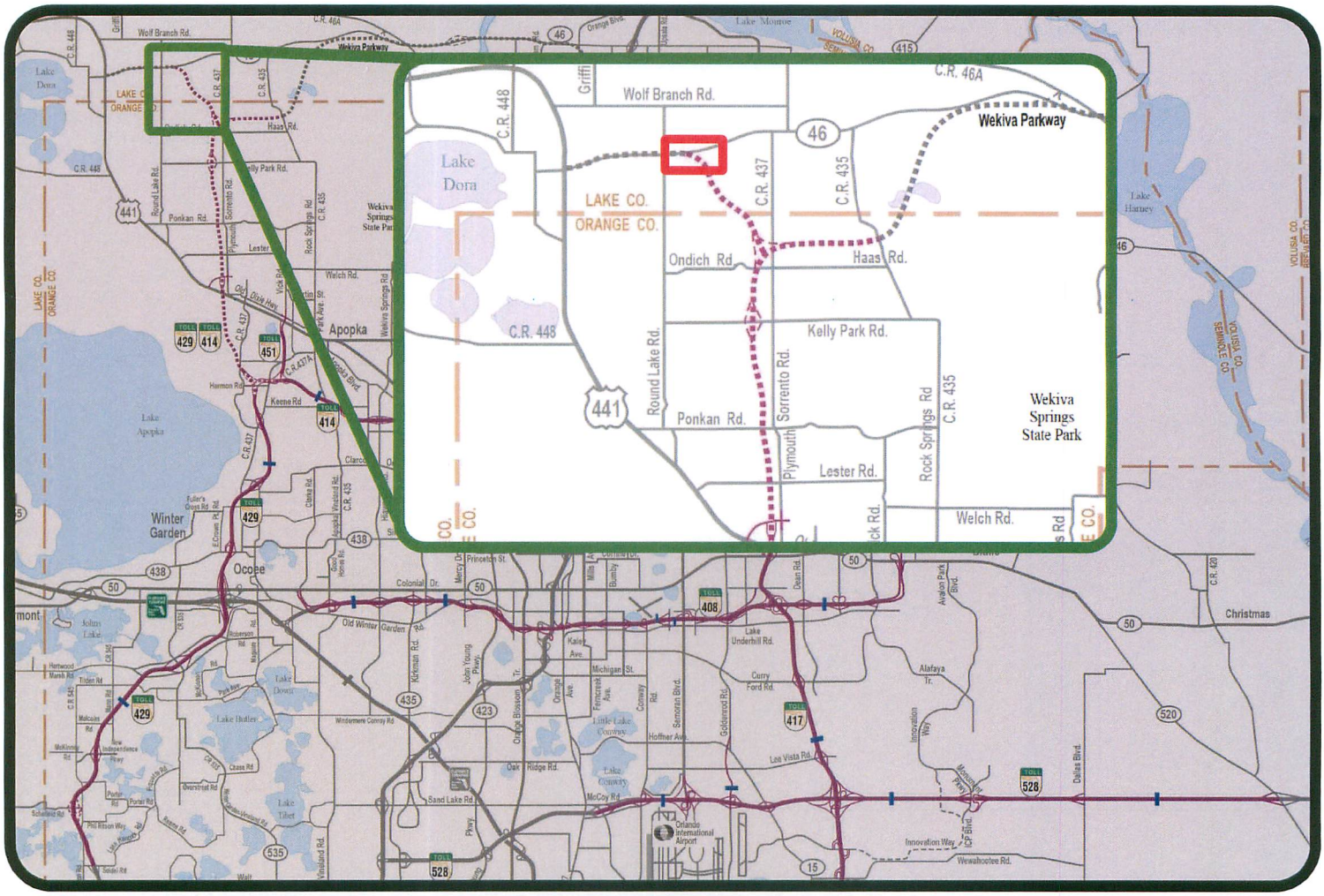
Board approval is requested for CFX to enter into an agreement with Florida Central Railroad Company Inc. (FCRR) to facilitate construction of S.R. 453 (Wekiva Parkway) over property owned by CSX and leased to FCRR. This agreement details the payment of fees to FCRR from CFX associated with flagging 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

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

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

Project: Wekiva Parkway, Project 429-206
Parcels: 827/727

AGREEMENT FOR RAILROAD PROPERTY AND
PAYMENT OF ~~FLAGGING~~ FEES AND COSTS

THIS AGREEMENT, made this ____ day of April, _____, 2016 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida ("Expressway Authority"), and FLORIDA CENTRAL RAILROAD COMPANY, INC., a Florida corporation (the "Railroad").

RECITALS:

WHEREAS, Railroad occupies and uses ~~the~~ certain railroad right~~s~~ of way and facilities in Lake County, Florida (the "Railroad Property") owned by CSX Transportation, Inc. (~~the~~ "CSX Transportation"), pursuant to a certain Conditional Lease by and between CSX Transportation and Railroad dated November 21, 1986 and Supplemental Agreement dated July 30, 1987, as reflected in the Memorandum of Lease recorded in Official Records Book 1465, Page 0484, Public Records of Lake County, Florida.

WHEREAS, the Expressway Authority acquired Parcels 827 and ~~/~~727, for a permanent easement and temporary construction easement, respectively, on or about November 13, 2015, pursuant to a deposit made in accordance with an Order of Taking, in connection with the construction of the Wekiva Parkway, Project 429-206~~,~~ (the "Project"), including the construction of bridges and appurtenances over and upon the Railroad Property as more particularly described on composite **Exhibit "A"** attached hereto and incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the Expressway Authority and the Railroad as follows:

Section 1. Plans and Specifications. The plans and specifications prepared by the Expressway Authority or its consultant and approved by the Railroad for the construction of the aforesaid Project are identified as 429-206 100% Plans dated June 2015 and referred to as the "100% Plans." The approved-for Construction Plans involving the portion relating to the crossing of said Railroad Property by the Project will not be materially changed from the 100% Plans. That portion of the approved-for Construction Plans relating to the crossing of said Railroad Property by the Project, together with any revisions and additions thereto, will be reviewed by the Railroad and any comments will be provided to the Expressway Authority, who shall consider and respond to the comments. ~~In the event that pedestrian or bicycle traffic is allowed on any of the CFX bridges over Parcel 827, appropriate fencing or other type of barrier shall be required and installed at no cost to the Railroad.~~

Section 2. Reiteration of Expressway Authority's Parcel 827 Easement Interest and Parcel 727 Temporary Construction Easement ~~("TCE")~~ Interest ~~and Payment of Costs~~. Pursuant to the deposit made in accordance with the Order of Taking in eminent domain, the Expressway

Authority obtained from CSX Transportation the permanent easement and temporary construction easement interests set forth on **Exhibit "A"**. The permanent easement shall run with the land in perpetuity, and shall be binding upon the successors and assigns of CSX Transportation and Railroad, for the use and benefit of the Expressway Authority, and its successors and assigns.

2.1 Parcel 727: Temporary Construction Easement ("TCE"). The TCE shall run for a period of twenty (20) months from the date of commencement of the Project and no longer, subject, however, to written extension. The TCE includes: (a) a temporary nonexclusive right of entry through, on, under, over and upon those parcels of the Railroad Property as shown on the 100% ~~Pre-Bid~~ Plans for the construction of Project; (b) necessary temporary nonexclusive rights of ingress to and egress from land upon which the aforesaid right of entry is granted, on adjoining lands of the Railroad, excluding, however, any grade crossing, provided such rights of ingress and egress shall be exercised along such routes and upon such terms as may be defined and imposed by the Railroad's General Manager or his Authorized representative; and (c) temporary construction easements for the purpose of the construction of the aforesaid described Project.

~~Upon receipt of a proper invoice, the Expressway Authority shall pay Railroad flagging fees while the Project is under construction and the TCE is being used in the amount of $_____ per occurrence or Railroad's then-prevailing rates for such items, whichever is lower, as needed when cars are crossing the property described on **Exhibit "A."**~~

~~In addition to flagging fees, and upon receipt of a proper invoice, the Expressway Authority will pay all inspection, administration and management fees, and additional costs consisting of:~~

- ~~Administration costs at 18% of all third-party invoices related to the Project to cover but not limited to:~~
  - ~~Administration of agreements; review & processing;~~
  - ~~Accounting Functions; tracking, paying, invoicing, and reconciling; and~~
  - ~~Coordination of work.~~
- ~~The cost of train delays or movements as follows:~~
  - ~~$195/hour for each train delay;~~
  - ~~$1560 minimum for an 8-hour period;~~
  - ~~A delay over 8 hours at a cost of $95/hour (based on published Tariff for movements).~~
- ~~Loss of revenue in an amount not to exceed $_____, to be calculated at $3.75 per day for each railroad car unable to be stored due to a loss of needed storage capacity.~~
- ~~The cost of safety protection including the cost of flagging derails at $500/each (Note: active rate is $746/day for active tracks)~~
- ~~The cost of oversight in an amount not to exceed $_____, including:~~
  - ~~Weekly meeting attendance during construction (For a 20 month project, there would be 160 meetings): _____~~

- ~~The cost of inspection by Railroad: _____.~~

Railroad will execute and deliver to the Expressway Authority a release from liability for all ~~such~~ condemnation damages and compensation substantially in the form and content attached hereto as **Exhibit "B."** ~~The Railroad shall provide the Expressway Authority with a minimum of 48 hours prior notice of each occurrence requiring flagging and provide an invoice with sufficient detail and backup to support the amount due. It is understood that the Expressway Authority has reimbursed or will reimburse Railroad for its preliminary engineering relating to review and coordination of the Pre-Bid Plans dated November 2015 in an amount not to exceed Twenty-Five Thousand Dollars ($25,000), upon receipt of proper invoices.~~

2.2 Parcel 827: Perpetual Easement. The Perpetual Easement for the location, construction and maintenance of said Project to be built wholly or partly on the Railroad Property is shown on the 100% ~~Pre-Bid~~ Plans, which Parcel is identified and distinguished as a permanent easement on the 100% ~~Pre-Bid~~ Plans, as well as an exclusive air rights easement for the overhead occupation. The Expressway Authority has furnished to Railroad descriptions, sketches of descriptions and plan sheets for said nonexclusive easement parcels.

2.3 Rights Reserved By Railroad. Railroad shall retain unto itself, its successors, assigns and licensees, all rights, including, but not limited to, those which it now deems, or from time to time may deem, desirable or necessary for its operations or the operations of its successors, assigns, and licensees as they now are or may lawfully be engaged in from time to time, and in order to be enabled to construct, reconstruct, relocate, operate, maintain, repair, renew and remove such of its facilities as now are, or such additional facilities as the Railroad or its successors, assigns, and licensees may deem desirable or necessary to be located in, upon, over, under or across the land involved, so long as such use and occupancy do not interfere with the land's use for the purposes of the Project as contemplated herein. Any proposed use of said land by the Railroad in a manner which would interfere with ~~may be detrimental to~~ the land's use for the Project and its purposes shall require the written approval of the Expressway Authority. Railroad shall have the right to remove and relocate or otherwise dispose of as Railroad shall determine in its discretion all rails, rail ties and appurtenant structures and improvements lying within the Railroad Property and appurtenant corridors. The Expressway Authority acknowledges that Railroad is a common carrier by rail with certain rights and obligations under federal law, and that the Railroad Property and Railroad's operations thereon are subject to the jurisdiction of the U.S. Surface Transportation Board and the Federal Railroad Administration.

2.4 Maintenance of Easements. ~~The parties agree that the Project shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions contained in this Agreement, and the approved-for-construction Plans and Specifications for the said Project, which Agreement and approved-for-construction Plans and Specifications are to be on file in the respective offices of the parties; and the provisions of the said Agreement shall survive the vesting of title.~~ It is the intent of the parties hereto to confirm to the Expressway Authority the identical easements which the Expressway Authority acquired through the condemnation proceedings. The provisions of this Agreement shall survive the vesting of title.

Section 3. Construction of Project

3.1 The Project shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions contained in this Agreement, and the approved-for -Ceonstruction Plans ~~and Specifications~~ for the said Project, which Agreement and approved-for -Ceonstruction Plans ~~and Specifications~~ are to be on file in the respective offices of the parties.

3.2 The Project shall be constructed in accordance with CSX Transportation's Criteria for Overhead Bridges, dated September 14, 2007 (the "Overhead Bridge Critieria"), attached hereto as **Exhibit "C"** and made a part hereof, provided, however, that Section V of the Overhead Bridge Criterial shall not apply if pedestrian or bicycle traffic is not permitted on the Expressway Authority's roadway bridges over the Railroad Property. In the event that pedestrian or bicycle traffic is allowed on either Expressway Authority bridge over Parcel 827, appropriate fencing or other type of barrier shall be required and installed at no cost to the Railroad.

3.3 The Project Shall be constructed in accordance with the Florida Central Railroad Special Provisions (the "FCEN Special Provisions"), attached hereto as **Exhibit "D"** and made a part hereof.

3.4 The parties acknowledge that Railroad currently utilizes the Railroad Property for the storage of railcars. While the Project is under construction and the TCE is being used, Railroad will create a 400-foot safe zone, as delineated on the drawing attached hereto as **Exhibit "E"**, from which stored railcars will be removed and on which railroad operations will not be conducted without prior notice from the Railroad to the Expressway Authority and its contractor (the "Contractor") in accordance with the provisions of Section 3.5. Railroad will install track derails at each end of the safe zone.

3.5 In the event that Railroad desires to move locomotives, railcars or trains across the Railroad Property while the Project is under construction and the TCE is being used, Railroad shall provide 48-hours prior notice to the Expressway Authority and the Contractor and shall provide, at the Expressway Authority's expense, appropriate flagging protection for such movements.

Section ~~4~~3. Requirements For Contractor. The Expressway Authority shall require its contractor (the "Contractor"):

4.1~~3.1~~ To perform all work in connection with the construction of the Project upon or adjacent to the Railroad Property in accordance with the provisions of this Agreement, the approved-for Construction Plans for the Project, the Overhead Bridge Criteria and the FCEN Special Provisions, ~~the approved-for-construction Plans and Specifications for the Project; and CSX Transportation's Criteria for Overhead Bridges, dated September 14, 2007, attached hereto as **Exhibit "C"** and made a part thereof;~~ and in a manner agreeable to the Railroad's General Manager or his authorized representative.

4.23.2 To use at all times reasonable care and diligence to cooperate with officials of the Railroad in order to avoid accidents, damages or unnecessary delay to, or interference with trains of the Railroad. The Contractor is prohibited from ~~shall perform no work by~~ operating, or from placing equipment or material, upon the Railroad's tracks or rails, and shall not place or operate any equipment, nor place any material closer than the ~~following~~ minimum construction clearances as shown in the approved ~~for Construction~~ Pplans without first obtaining approval from the Railroad's General Manager or his authorized representative.

4.33.3 To remove, upon completion of the work and before final payment is made, from within the limits of the Railroad Property, all machinery, equipment, surplus material, falsework, rubbish or temporary buildings and other property of such Contractor's and to leave the said land in a condition reasonably equal to the condition prior to the construction of the Project and reasonable satisfactory to the General Manager of the Railroad or his authorized representative.

Section 5. Payment of Costs.

~~Upon receipt of a proper invoice, the Expressway Authority shall pay Railroad flagging fees while the Project is under construction and the TCE is being used in the amount of $_____ per occurrence or Railroad's then-prevailing rates for such items, whichever is lower, as needed when cars are crossing the property described on **Exhibit "A."**~~

~~and u~~Upon receipt of a proper invoice, with sufficient detail and backup to support the amount due, the Expressway Authority shall ~~will~~ pay Railroad the following costs incurred by the Railroad in connection with the Project: ~~all inspection, administration and management fees, and additional costs consisting of:~~

- For flagging, the amount of Sixteen Hundred Dollars ($1,600) per occurrence, with all events of flagging within a single calendar day counting as one occurrence.
- Administration costs at 18% of all third-party invoices related to the Project to cover but not limited to:
  - Administration of agreements; review & processing;
  - Accounting Functions; tracking, paying, invoicing, and reconciling; and
  - Coordination of work.
- The cost of train delays in an amount of Ninety-Five Dollars ($95) per hour for each actual train delay after the 48-hour period specified in Section 3.5.
- ~~rain delays or movements as follows:~~
  - ~~for each train delay;~~
  - ~~for an 8-hour period;~~
  - ~~delay over 8 hours at a cost of $95/hour (based on published Tariff for movements).~~
- Loss of revenue in an amount of Nine Hundred Fifty Dollars ($950) per month for each month or portion thereof that the safe zone implemented pursuant to Section 3.4 remains in place, as compensation for the ~~not to exceed $_____, to be calculated at~~

~~$3.75 per day for each railroad car unable to be stored due to a~~ loss of needed railcar storage capacity.

- The cost of track derails at ~~afety protection including the cost of flagging derails at~~ Five Hundred Dollars ($500) ~~/~~each. ~~(Note: active rate is $746/day for active tracks)~~
- The cost of oversight in an amount not to exceed Fifteen Thousand Dollars ($15,000) ~~$_____~~, including:
    - Actual travel expenses and a reasonable hourly charge for personnel time relating to required ~~eekly~~ meeting attendance before and during construction ~~(For a 20 month project, there would be 160 meetings):~~ _____.
- The cost of inspection by Railroad in an amount of Two Hundred Thirty-Four Dollars and Forty-Two Cents ($234.42) per occurence~~;~~ _____.
- ~~o~~ Preliminary Railroad engineering relating to review and coordination of the 100% Plans and, as necessary, the approved-for Construction Plans, in an amount not to exceed Twenty-Five Thousand Dollars ($25,000). The parties acknowledge that Railroad has submitted an invoice for Six Thousand Nine Hundred Nineteen Dollar and Six Cents ($6,919.06) of such expenses, and the Expressway Authority has made payment of Five Thousand Two Hundred Ninety-One Dollars and Fifty Cents ($5,291.50) on such invoice.

Section 64. Commencement of Work; Coordination. It is anticipated that work shall begin in May of 2016 and be completed in January 2018. Neither this paragraph nor any other provision of this Agreement shall be construed as being for the benefit of the Contractor or any other third party. Contractor shall coordinate with Railroad as needed during the construction of the Project.

Section ~~7~~5. Insurance.

~~5.1~~ The Expressway Authority shall ~~will~~ require its Contractor to purchase at no cost to Railroad and to maintain until work on the Project is completed and accepted~~,~~ insurance policies that satisfy the requirements of Section XIV of the FCEN Special Provisions. ~~Railroad Protective Liability Insurance in a combined single limit of $5,000,000 for all personal injury and property damage per occurrence, subject to an aggregate limit of $10,000,000 per annual policy period. The policy of insurance shall name the Expressway Authority and Railroad as the named insureds. A copy of the policy shall be sent to Railroad prior to Contractor's entry on the job site.~~

~~5.2 The Expressway Authority shall also require its Contractor(s) to procure and maintain throughout the Project a Commercial General Liability Policy on a form no more restrictive than the latest edition of the commercial General Liability Policy filed by the Insurance Services Office and must include minimum limits of $5,000,000 per occurrence and $10,000,000 aggregate for bodily injury liability and a minimum limit of $5,000,000 for property~~

~~damage liability or $10,000,000 aggregate. The Expressway Authority and Railroad shall be specifically named as additional insureds. A copy of the policy shall be sent to Railroad prior to any work being performed on the Railroad Property.~~

Section ~~8~~6. Continuing Maintenance. Upon completion of the Project herein contemplated, the Expressway Authority shall maintain, repair and renew, at its expense, all parts of the Wekiva Parkway built or changed under the terms of this Agreement. Expressway Authority structures located on and above the Railroad right-of-way shall be maintained in good repair and so as not to interfere with Railroad operations. Any future entrance by Expressway Authority or its contractors onto Railroad Property to conduct inspection, maintenance or rehabilitation of Wekiva Parkway structures shall be subject to the prior approval of Railroad, which shall be reasonably provided. ~~The Railroad shall, at its cost and expense, maintain its facilities altered or changed as a part of this Project.~~

Section ~~9~~7. Binding Agreement. This Agreement, when properly executed, shall be binding upon the parties hereto, their successors and assigns.

Section ~~10~~8. Notices.

10.1~~8.1~~ All notices on the part of the Expressway Authority to Railroad shall be given in writing to the General Manager, FLORIDA CENTRAL RAILROAD COMPANY, INC., P.O. Box 967, Plymouth, FL 32768.

10.2~~8.2~~ All notices, on the part of Railroad to the Expressway Authority, shall be given in writing to Executive Director, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, Florida 32807.

Section ~~11~~9. Captions. All titles or captions are inserted only for convenience and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.

Section ~~12~~10. Severability. If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.

Section ~~13~~11. Choice Of Law. This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the in personam and exclusive jurisdiction of the Courts of Florida.

Section ~~14~~12. This Agreement ~~along with the Florida Central Railroad Special Provisions~~ resolves all compensation to the Railroad arising out of the use of the permanent easement and temporary construction easement, designated as Parcels 827 and 727, against the Central Florida Expressway Authority. The provisions of 23 C.F.R, subpart B and 23 C.F.R., part

140, subpart I, are incorporated by reference. The Railroad agrees to cooperate with the Expressway Authority and execute a mutually agreeable Stipulated Final Judgment.

IN WITNESS WHEREOF, the ~~Central Florida~~ Expressway Authority and the Railroad have caused their names to be signed and seals affixed by their duly authorized officials as of the date hereof:

WITNESSES FOR EXPRESSWAY AUTHORITY	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
_____	By: _____
_____	Name: _____
	Title: _____
WITNESSES FOR RAILROAD	FLORIDA CENTRAL RAILROAD COMPANY, INC.
_____	By: _____
_____	Name: _____
	Title: _____

Exhibit "A." Description of Properties
Exhibit "B." Release
Exhibit "C." CSX Transportation's Criteria for Overhead Bridges, dated September 14, 2007
Exhibit "D." Florida Central Railroad Special Provisions
Exhibit "E." Sheet Showing Safe Zone

Exhibit "B"

RELEASE

THIS RELEASE ("Release") is given by **FLORIDA CENTRAL RAILROAD COMP ANY, INC.,** a Florida corporation (the "Railroad") to and in favor of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("Authority"). (Railroad and Authority shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

RECITALS:

WHEREAS, Railroad occupies and uses ~~the~~ certain railroad rights of way and facilities in Lake County, Florida (the "Railroad Property") owned by CSX Transportation, Inc. (~~the~~ "CSX Transportation"), pursuant to a certain Conditional Lease by and between CSX Transportation and Railroad dated November 21, 1986 and Supplemental Agreement dated July 30, 1987, as reflected in the Memorandum of Lease recorded in Official Records Book 1465, Page 0484, Public Records of Lake County, Florida.

WHEREAS, the Authority acquired Parcels 827/727, for a permanent easement and temporary construction easement, on or about November 13, 2015, pursuant to a deposit made in accordance with an Order of Taking, in connection with the construction of the Wekiva Parkway, Project 429-206, (the "Project"), including the construction of bridges and appurtenances over and upon the Railroad Property as more particularly described on composite **Exhibit "A"** attached hereto and incorporated by reference herein.

WHEREAS, pursuant to that certain Agreement for Railroad Property and Payment of ~~Flagging~~ Fees and Costs, dated April _____-, 2016 (the "~~Railroad~~ Agreement"), by and between the Railroad and the Authority, it was agreed that in consideration for the payments to Railroad set forth in the Agreement, that Railroad would execute and deliver to Authority a release from liability for all such condemnation damages ~~damlages~~ and compensation.

NOW, THEREFORE, Railroad, for and in consideration the terms and conditions of the Agreement and payment by Authority to Railroad, Railroad hereby releases and forever discharges Authority, its members, directors, officers and agents, of and from causes of action, suits, claims, debts, agreements, damages, including business or severance damages, and demands whatsoever, in law or equity, including attorney's fees, whether based upon monetary or non-monetary claims, relating to Authority's acquisition of its interests in the Railroad Property ~~and any leasehold or other interest therein~~. Nothing herein shall be deemed to release Authority from any obligations under the Agreement or any agreements between Railroad and Authority related thereto nor to waive or release any claim for damages incurred by Railroad or its property arising out of construction, operation, maintenance or repair of the Project by Authority, its employees, agents or contractors.

IN WITNESS WHEREOF, Railroad has executed this Release this _____ day of April, 2016.

WITNESSES FOR RAILROAD	FLORIDA CENTRAL RAILROAD COMPANY, INC.
_____ _____	By: _____ Name: _____ Title: _____ (CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, _____ 2016, by _____ of **FLORIDA CENTRAL RAILROAD COMP-ANY,** a Florida corporation, as its _____ _____, who is personally known to me or who has produced _____ _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

_____
Notary Public

_____
Printed Name

FLORIDA CENTRAL RAILROAD SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"FCEN" shall mean Florida Central Railroad Company, Inc., its successors and assigns.

"FCEN Representative" shall mean the authorized representative of FCENFlorida Central Railroad.

"Agreement" shall mean the Agreement for Railroad Property and Payment of Fees and Costs between Agency and FCEN and Agency dated as of April ___ _____, 2016 as amended from time to time.

"Agency" shall mean the Central Florida Expressway Authority (CFX).

"Agency Representative" shall mean the authorized representative of CFX.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF FCEN ENGINEER. The FCEN Representative shall have final authority in all matters affecting the safe maintenance of FCEN operations and FCEN property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with FCEN operations and FCEN property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH FCEN OPERATIONS.

A. Agency shall cause its Contractor to arrange and conduct its work so that there will be no interference with FCEN operations, including train, signal, telephone and telegraphic services, or damage to FCEN's property, or to poles, wires, and other facilities of tenants on FCEN's Property or right-of-way, except for work to be performed in the easement areas described as Parcels 727 and 827 as set forth in the approved-for Ceonstruction Pplans. Agency shall cause its Contractor to store materials so as to prevent trespassers from causing damage to trains, or FCEN Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the FCEN Representative for approval, but such approval shall not relieve Agency's Contractor from liability in connection with such Work. FCEN's approval shall be provided to Agency or its Contractor in a commercially reasonable time frame to prevent delay to the Project.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or FCEN's property,

Agency or its Contractor shall make such provision. If the FCEN Representative determines that such provision is insufficient, FCEN may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately after notifying Agency or its Contractor of the insufficient provisions and allowing Agency or Contractor an opportunity to respond, unless such notice is not possible.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on FCEN Property or rights-of-way until it has complied with the following conditions:

A. Notify FCEN in writing of the date that it intends to commence Work on the Project. Such notice must be received by FCEN at least ten (10) business days in advance of the date Agency or its Contractor proposes to begin Work on FCEN property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least ten (10) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the FCEN Representative to begin Work on FCEN property, such authorization to include an outline of specific conditions with which it must comply. Authorization from FCEN Representative to be provided as needed and will not be unreasonably withheld or delayed.

C. Obtain from FCEN the names, addresses and telephone numbers of FCEN's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on FCEN property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of FCEN or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either FCEN or Agency, but must be approved by both FCEN and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to FCEN.

B. Should Agency or Contractor desire any changes in addition to the above, then Agency or Contractor ~~it~~ shall make separate arrangements with FCEN for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD. No hauling is contemplated.

A. If Agency or Contractor desires access across FCEN property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of FCEN and shall execute a license agreement or right of entry satisfactory to FCEN, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross FCEN's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with FCEN for accomplishing stage construction involving work by FCEN in the event that such work is required within the proposed Project limits. In arranging its schedule, Agency or Contractor shall ascertain, from FCEN, the lead time required for assembling crews and materials and shall make due allowance therefore

B. Agency or Contractor may not charge any costs or submit any claims against FCEN for hindrance or delay caused by railroad traffic; work done by FCEN or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions. The Agency, its Contractor, and FCEN agree to cooperate for the mutual benefit of each other's interests.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that FCEN does not assume any responsibility for work performed by others in connection with the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against FCEN for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT. Agency and Contractor shall not store their materials or equipment on FCEN's property or where they may potentially interfere with FCEN's operations, unless Agency or Contractor has received FCEN Representative's prior written permission. Agency and Contractor understand and agree that FCEN will not be liable for any damage to such materials and equipment from any cause and that FCEN may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense after written notice to Agency and its Contractor of the requirement to move. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on FCEN property shall be subject to FCEN's inspection and approval. Construction work on FCEN property done in accordance with the approved-for Construction Pplans shall be deemed approved.
2. Construction work on FCEN property shall be in accord with FCEN's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the FCEN Safe Way manual, which Agency and Contractor shall be required to obtain from FCEN, and in accord with any other instructions furnished in writing by FCEN or FCEN's Representative.

B. Blasting. No blasting is contemplated, and none shall be permitted without further agreement of FCEN.

~~1. Agency or Contractor shall obtain FCEN Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to FCEN property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:~~

~~a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.~~

~~Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.~~

~~b. No blasting shall be done without the presence of an authorized representative of FCEN. At least 10 days' advance notice to FCEN Representative is required to arrange for the presence of an authorized FCEN representative and any flagging that FCEN may require.~~

~~b. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to FCEN's property resulting from the blasting, as directed by FCEN Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.~~

~~b. Agency and Contractor shall not store explosives on FCEN property.~~

~~1. FCEN Representative will:~~

~~b. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and cleanup.~~

e. ~~Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.~~

IX. MAINTENANCE OF DITCHES ADJACENT TO FCEN TRACKS. Agency shall require its Contractor to maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency shall require its Contractor to provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's Contractor's operations shall be performed at Agency's Contractor's expense.

X. FLAGGING / INSPECTION SERVICE

A. FCEN has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within twenty-five feet of live track or other track clearances specified by FCEN, or over tracks.

B. Agency shall reimburse or shall cause its Contractor to reimburse FCEN directly for all costs of flagging that is required on account of construction within FCEN property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency shall or Agency shall cause its Contractor to give a minimum of ten (10) days' advance notice to FCEN Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for FCEN to advertise a flagging job for bid, it may take up to 90-days to obtain this service and FCEN shall not be liable for the cost of delays attributable to obtaining such service.

D. FCEN shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of FCEN Representative, such inspection may be necessary. Agency shall or shall cause its Contractor reimburse FCEN for the costs incurred by FCEN for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. FCEN shall render invoices for, and Agency shall pay for or cause its Contractor to pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between FCEN and its employees, or if the tax rates on labor are changed, bills will

be rendered by FCEN and paid by Agency using the new rates, subject to Agency's approval. Agency or its Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON FCEN PROPERTY. Agency shall arrange, upon approval from FCEN, to have any utility facilities on or over FCEN Property changed as may be necessary for the Project.

XII. CLEANUP. Agency shall cause its Contractor, upon completion of the Project, to remove from FCEN's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or its Contractor. Agency shall cause its Contractor, upon completion of the Project, to leave FCEN Property in neat condition, satisfactory to FCEN Representative.

XIII. FAILURE TO COMPLY. If Agency or its Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) FCEN may require Agency or its Contractor to vacate FCEN Property; and (b) FCEN may withhold monies due Agency or its Contractor; (c) FCEN may require Agency to withhold monies due Contractor; and (d) FCEN may cure such failure, after written notice to Agency and its Contractor and a reasonable opportunity to cure, and the Agency or its Contractor shall reimburse FCEN for the cost of curing such failure.

XIV. INSURANCE REQUIREMENTS

A. Insurance Policies: Agency shall cause its Contractor, if and to the extent that either is performing work on or about FCEN's property, to procure and maintain the following insurance policies:

1. Commercial General Liability coverage at the cost and expense of Agency's Contractor with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name FCEN as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against FCEN and its affiliates [if permitted by state law].

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name FCEN as an additional insured.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per

occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

b. FCEN must be the named insured on the Railroad Protective Insurance Policy.

c. Name and Address of Contractor and Agency must be shown on the Declaration s page.

d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:
   i. Broad Form Nuclear Exclusion - IL 00 21
   ii. 30-day Advance Notice of Non-renewal or cancellation
   iii. Required State Cancellation Endorsement
   iv. Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:
   i. A Pollution Exclusion Endorsement except CG 28 31
   ii. A Punitive or Exemplary Damages Exclusion
   iii. A "Common Policy Conditions" Endorsement
   iv. Any endorsement that is not named in Section 4 (e) or (f) above.
   v. Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

~~6. Such additional or different insurance as FCEN may require.~~

~~8.~~6. Insurance by Others - Require every subcontractor or other third party who may have a contract or work in conjunction with Agency or its Contractor and who may require access on, or to FCEN property to obtain and maintain for the duration of such access an insurance policy or policies with coverage that satisfies the conditions stated in paragraphs 1-4-, including causing each of the named insureds and the additional insureds stated in those paragraphs to be

named insureds and additional insureds on such subcontractor and third party policy or policies.

B. Additional Terms: Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Karen Kuivinen~~Judy Austerman~~
Florida Central Railroad
Insurance Department
(O) 407-880-8500
(F) 407-880-7748
~~jrob@fcrr.com~~karen@pinsly.com

Neither Agency nor Contractor may begin work on the Project until it has received FCEN's written approval of the required insurance.

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Project: Wekiva Parkway, Project 429-206
Parcels: 827/727

AGREEMENT FOR RAILROAD PROPERTY AND
PAYMENT OF FEES AND COSTS

THIS AGREEMENT, made this ___ day of April, 2016 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a public corporation and an agency of the State of Florida ("Expressway Authority"), and FLORIDA CENTRAL RAILROAD COMPANY, INC., a Florida corporation (the "Railroad").

RECITALS:

WHEREAS, Railroad occupies and uses certain railroad right of way and facilities in Lake County, Florida (the "Railroad Property") owned by CSX Transportation, Inc. ("CSX Transportation"), pursuant to a certain Conditional Lease by and between CSX Transportation and Railroad dated November 21, 1986 and Supplemental Agreement dated July 30, 1987, as reflected in the Memorandum of Lease recorded in Official Records Book 1465, Page 0484, Public Records of Lake County, Florida.

WHEREAS, the Expressway Authority acquired Parcels 827 and 727, for a permanent easement and temporary construction easement, respectively, on or about November 13, 2015, pursuant to a deposit made in accordance with an Order of Taking, in connection with the construction of the Wekiva Parkway, Project 429-206 (the "Project"), including the construction of bridges and appurtenances over and upon the Railroad Property as more particularly described on composite **Exhibit "A"** attached hereto and incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the Expressway Authority and the Railroad as follows:

Section 1. Plans and Specifications. The plans and specifications prepared by the Expressway Authority or its consultant and approved by the Railroad for the construction of the aforesaid Project are identified as 429-206 100% Plans dated June 2015 and referred to as the "100% Plans." The approved-for Construction Plans involving the portion relating to the crossing of said Railroad Property by the Project will not be materially changed from the 100% Plans. That portion of the approved-for Construction Plans relating to the crossing of said Railroad Property by the Project, together with any revisions and additions thereto, will be reviewed by the Railroad and any comments will be provided to the Expressway Authority, who shall consider and respond to the comments.

Section 2. Reiteration of Expressway Authority's Parcel 827 Easement Interest and Parcel 727 Temporary Construction Easement Interest. Pursuant to the deposit made in accordance with the Order of Taking in eminent domain, the Expressway Authority obtained from CSX Transportation the permanent easement and temporary construction easement interests set forth on **Exhibit "A"**. The permanent easement shall run with the land in perpetuity, and

shall be binding upon the successors and assigns of CSX Transportation and Railroad, for the use and benefit of the Expressway Authority, and its successors and assigns.

2.1 Parcel 727: Temporary Construction Easement ("TCE"). The TCE shall run for a period of twenty (20) months from the date of commencement of the Project and no longer, subject, however, to written extension. The TCE includes: (a) a temporary nonexclusive right of entry through, on, under, over and upon those parcels of the Railroad Property as shown on the 100% Plans for the construction of Project; (b) necessary temporary nonexclusive rights of ingress to and egress from land upon which the aforesaid right of entry is granted, on adjoining lands of the Railroad, excluding, however, any grade crossing, provided such rights of ingress and egress shall be exercised along such routes and upon such terms as may be defined and imposed by the Railroad's General Manager or his Authorized representative; and (c) temporary construction easements for the purpose of the construction of the aforesaid described Project.

Railroad will execute and deliver to the Expressway Authority a release from liability for all condemnation damages and compensation substantially in the form and content attached hereto as **Exhibit "B."**

2.2 Parcel 827: Perpetual Easement. The Perpetual Easement for the location, construction and maintenance of said Project to be built wholly or partly on the Railroad Property is shown on the 100% Plans, which Parcel is identified and distinguished as a permanent easement on the 100% Plans, as well as an exclusive air rights easement for the overhead occupation. The Expressway Authority has furnished to Railroad descriptions, sketches of descriptions and plan sheets for said nonexclusive easement parcels.

2.3 Rights Reserved By Railroad. Railroad shall retain unto itself, its successors, assigns and licensees, all rights, including, but not limited to, those which it now deems, or from time to time may deem, desirable or necessary for its operations or the operations of its successors, assigns, and licensees as they now are or may lawfully be engaged in from time to time, and in order to be enabled to construct, reconstruct, relocate, operate, maintain, repair, renew and remove such of its facilities as now are, or such additional facilities as the Railroad or its successors, assigns, and licensees may deem desirable or necessary to be located in, upon, over, under or across the land involved, so long as such use and occupancy do not interfere with the land's use for the purposes of the Project as contemplated herein. Any proposed use of said land by the Railroad in a manner which would interfere with the land's use for the Project and its purposes shall require the written approval of the Expressway Authority. Railroad shall have the right to remove and relocate or otherwise dispose of as Railroad shall determine in its discretion all rails, rail ties and appurtenant structures and improvements lying within the Railroad Property and appurtenant corridors. The Expressway Authority acknowledges that Railroad is a common carrier by rail with certain rights and obligations under federal law, and that the Railroad Property and Railroad's operations thereon are subject to the jurisdiction of the U.S. Surface Transportation Board and the Federal Railroad Administration.

2.4 Maintenance of Easements. It is the intent of the parties hereto to confirm to the Expressway Authority the identical easements which the Expressway Authority acquired through

the condemnation proceedings. The provisions of this Agreement shall survive the vesting of title.

Section 3. Construction of Project

3.1 The Project shall be constructed, maintained, repaired, renewed, reconstructed and/or removed in accordance with the provisions contained in this Agreement, and the approved-for Construction Plans for the said Project, which Agreement and approved-for Construction Plans are to be on file in the respective offices of the parties.

3.2 The Project shall be constructed in accordance with CSX Transportation's Criteria for Overhead Bridges, dated September 14, 2007 (the "Overhead Bridge Critieria"), attached hereto as **Exhibit "C"** and made a part hereof, provided, however, that Section V of the Overhead Bridge Criterial shall not apply if pedestrian or bicycle traffic is not permitted on the Expressway Authority's roadway bridges over the Railroad Property. In the event that pedestrian or bicycle traffic is allowed on either Expressway Authority bridge over Parcel 827, appropriate fencing or other type of barrier shall be required and installed at no cost to the Railroad.

3.3 The Project Shall be constructed in accordance with the Florida Central Railroad Special Provisions (the "FCEN Special Provisions"), attached hereto as **Exhibit "D"** and made a part hereof.

3.4 The parties acknowledge that Railroad currently utilizes the Railroad Property for the storage of railcars. While the Project is under construction and the TCE is being used, Railroad will create a 400-foot safe zone, as delineated on the drawing attached hereto as **Exhibit "E"**, from which stored railcars will be removed and on which railroad operations will not be conducted without prior notice from the Railroad to the Expressway Authority and its contractor (the "Contractor") in accordance with the provisions of Section 3.5. Railroad will install track derails at each end of the safe zone.

3.5 In the event that Railroad desires to move locomotives, railcars or trains across the Railroad Property while the Project is under construction and the TCE is being used, Railroad shall provide 48-hours prior notice to the Expressway Authority and the Contractor and shall provide, at the Expressway Authority's expense, appropriate flagging protection for such movements.

Section 4. Requirements For Contractor. The Expressway Authority shall require its contractor (the "Contractor"):

4.1 To perform all work in connection with the construction of the Project upon or adjacent to the Railroad Property in accordance with the provisions of this Agreement, the approved-for Construction Plans for the Project, the Overhead Bridge Criteria and the FCEN Special Provisions, and in a manner agreeable to the Railroad's General Manager or his authorized representative.

4.2 To use at all times reasonable care and diligence to cooperate with officials of the Railroad in order to avoid accidents, damages or unnecessary delay to, or interference with trains of the Railroad. The Contractor is prohibited from operating, or from placing equipment or material, upon the Railroad's tracks or rails, and shall not place or operate any equipment, nor place any material closer than the minimum construction clearances as shown in the approved-for Construction Plans without first obtaining approval from the Railroad's General Manager or his authorized representative.

4.3 To remove, upon completion of the work and before final payment is made, from within the limits of the Railroad Property, all machinery, equipment, surplus material, falsework, rubbish or temporary buildings and other property of such Contractor and to leave the said land in a condition reasonably equal to the condition prior to the construction of the Project and reasonable satisfactory to the General Manager of the Railroad or his authorized representative.

Section 5. Payment of Costs.

Upon receipt of a proper invoice, with sufficient detail and backup to support the amount due, the Expressway Authority shall pay Railroad the following costs incurred by the Railroad in connection with the Project:

- For flagging, the amount of Sixteen Hundred Dollars ($1,600) per occurrence, with all events of flagging within a single calendar day counting as one occurrence.
- Administration costs at 18% of all third-party invoices related to the Project to cover but not limited to:
    - Administration of agreements; review & processing;
    - Accounting Functions; tracking, paying, invoicing, and reconciling; and
    - Coordination of work.
- The cost of train delays in an amount of Ninety-Five Dollars ($95) per hour for each actual train delay after the 48-hour period specified in Section 3.5.
- Loss of revenue in an amount of Nine Hundred Fifty Dollars ($950) per month for each month or portion thereof that the safe zone implemented pursuant to Section 3.4 remains in place, as compensation for the loss of needed railcar storage capacity.
- The cost of track derails at Five Hundred Dollars ($500) each.
- The cost of oversight in an amount not to exceed Fifteen Thousand Dollars ($15,000) including:
    - Actual travel expenses and a reasonable hourly charge for personnel time relating to required meeting attendance before and during construction.
- The cost of inspection by Railroad in an amount of Two Hundred Thirty-Four Dollars and Forty-Two Cents ($234.42) per occurence.
- Preliminary Railroad engineering relating to review and coordination of the 100% Plans and, as necessary, the approved-for Construction Plans, in an amount not to exceed Twenty-Five Thousand Dollars ($25,000). The parties acknowledge that Railroad has submitted an invoice for Six Thousand Nine Hundred Nineteen Dollar and Six Cents ($6,919.06) of such expenses, and the Expressway Authority has made payment of Five Thousand Two Hundred Ninety-One Dollars and Fifty Cents ($5,291.50) on such invoice.

Section 6. Commencement of Work; Coordination. It is anticipated that work shall begin in May of 2016 and be completed in January 2018. Neither this paragraph nor any other provision of this Agreement shall be construed as being for the benefit of the Contractor or any other third party. Contractor shall coordinate with Railroad as needed during the construction of the Project.

Section 7. Insurance. The Expressway Authority shall require its Contractor to purchase at no cost to Railroad and to maintain until work on the Project is completed and accepted insurance policies that satisfy the requirements of Section XIV of the FCEN Special Provisions.

Section 8. Continuing Maintenance. Upon completion of the Project herein contemplated, the Expressway Authority shall maintain, repair and renew, at its expense, all parts of the Wekiva Parkway built or changed under the terms of this Agreement. Expressway Authority structures located on and above the Railroad right-of-way shall be maintained in good repair and so as not to interfere with Railroad operations. Any future entrance by Expressway Authority or its contractors onto Railroad Property to conduct inspection, maintenance or rehabilitation of Wekiva Parkway structures shall be subject to the prior approval of Railroad, which shall be reasonably provided.

Section 9. Binding Agreement. This Agreement, when properly executed, shall be binding upon the parties hereto, their successors and assigns.

Section 10. Notices.

10.1 All notices on the part of the Expressway Authority to Railroad shall be given in writing to the General Manager, FLORIDA CENTRAL RAILROAD COMPANY, INC., P.O. Box 967, Plymouth, FL 32768.

10.2 All notices, on the part of Railroad to the Expressway Authority, shall be given in writing to Executive Director, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, 4974 ORL Tower Road, Orlando, Florida 32807.

Section 11. Captions. All titles or captions are inserted only for convenience and they in no way shall be construed to define, limit or describe the scope of this Agreement or any provision thereof.

Section 12. Severability. If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the parties that the remainder of this Agreement shall not be affected thereby.

Section 13. Choice Of Law. This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the

Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the in personam and exclusive jurisdiction of the Courts of Florida.

Section 14. This Agreement resolves all compensation to the Railroad arising out of the use of the permanent easement and temporary construction easement, designated as Parcels 827 and 727, against the Central Florida Expressway Authority. The provisions of 23 C.F.R, subpart B and 23 C.F.R., part 140, subpart I, are incorporated by reference. The Railroad agrees to cooperate with the Expressway Authority and execute a mutually agreeable Stipulated Final Judgment.

IN WITNESS WHEREOF, the Expressway Authority and the Railroad have caused their names to be signed and seals affixed by their duly authorized officials as of the date hereof:

WITNESSES FOR EXPRESSWAY AUTHORITY

_____

_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Name: _____

Title: _____

WITNESSES FOR RAILROAD

_____

_____

FLORIDA CENTRAL RAILROAD COMPANY, INC.

By:_____

Name: _____

Title: _____

Exhibit "A." Description of Properties
Exhibit "B." Release
Exhibit "C." CSX Transportation's Criteria for Overhead Bridges, dated September 14, 2007
Exhibit "D." Florida Central Railroad Special Provisions
Exhibit "E." Sheet Showing Safe Zone

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

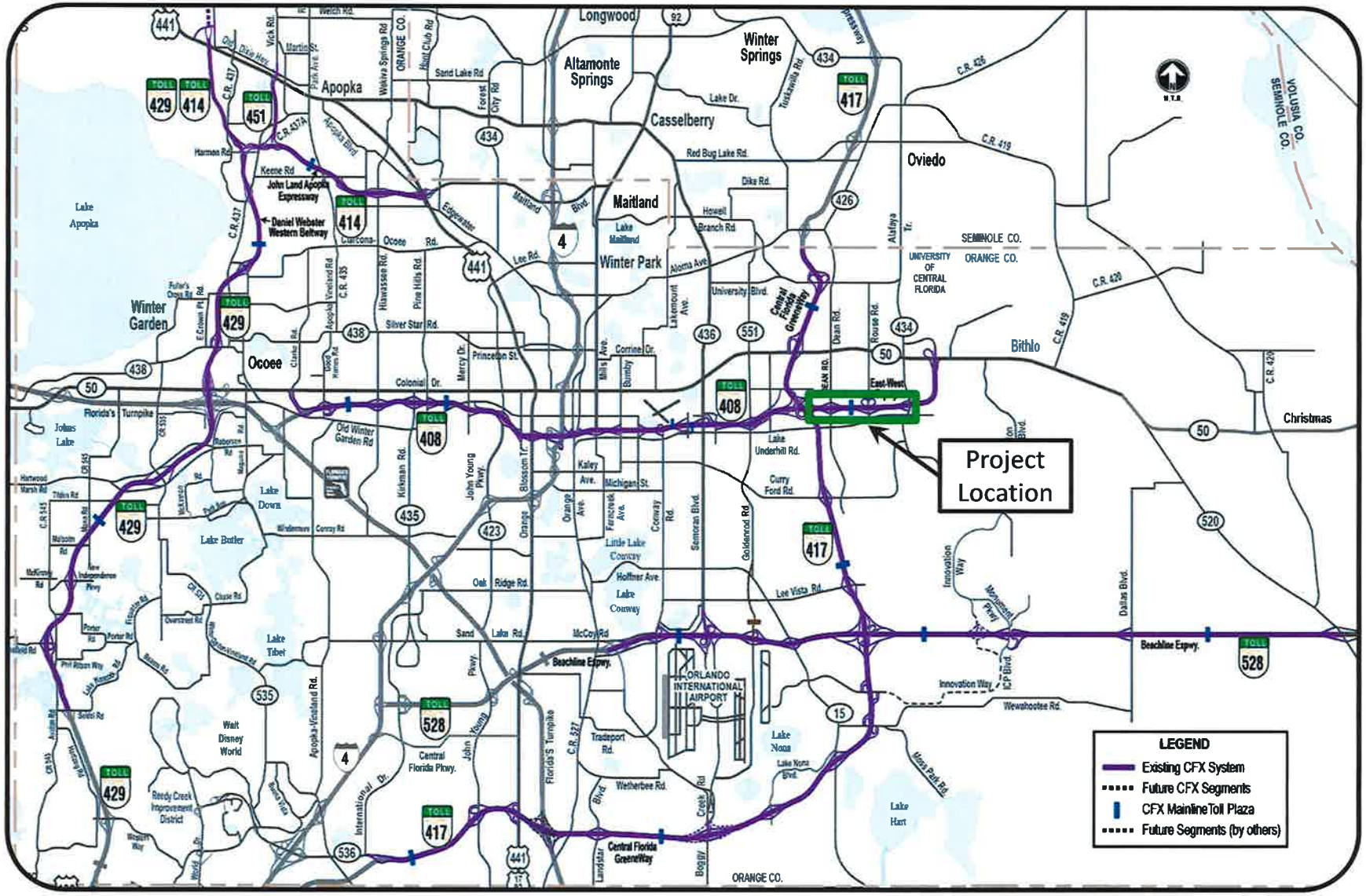
Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services related to the widening and resurfacing of S.R. 408 from S.R. 417 to Alafaya Trail.

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

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

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

WWW.CFXWAY.COM


Project Location
LEGEND
Existing CFX System
Future CFX Segments
CFX Mainline Toll Plaza
Future Segments (by others)
Longwood
Altamonte Springs
Winter Springs
Casselberry
Apopka
Maitland
Winter Park
Oviedo
Winter Garden
Ocoee
Bithlo
Christmas
Lake Apopka
Lake Down
Lake Butler
Lake Tibet
Lake Conway
Lake Underhill
Lake Nona
Lake Hart
Walt Disney World
Reedy Creek Improvement District
ORLANDO INTERNATIONAL AIRPORT
UNIVERSITY OF CENTRAL FLORIDA
SEMINOLE CO.
ORANGE CO.
VOLUSIA CO.
Florida's Turnpike
Central Florida Greeneway
Beachline Expwy.
Central Florida Pkwy.
John Land Apopka Expressway
Daniel Webster Western Beltway
Innovation Way
Dallas Blvd.
Goldenrod Rd.
Semoran Blvd.
Lee Vista Rd.
Curry Ford Rd.
Dean Rd.
Alafaya Tr.
Tradeport Rd.
Wetherbee Rd.
Boggy Creek Rd
Narcoossee Rd.
Wewahootee Rd.
Most Park Rd.
Old Winter Garden Rd.
Silver Star Rd.
Colonial Dr.
Lee Rd.
Sand Lake Rd.
Oak Ridge Rd.
McCoy Rd.
Kirkman Rd.
John Young Pkwy.
Orange Blossom Trl.
Apopka-Vineland Rd.
Forest City Rd.
Rock Springs Rd.
Wekiva Springs Rd.
Hunt Club Rd.
Keene Rd.
Harmon Rd.
Ocoee Rd.
Howell Branch Rd.
Red Bug Lake Rd.
Dike Rd.
Aloma Ave.
Lake Lucien
Lake Howell
Lake Fairview
Lake Rowena
Lake Mann
Lake Sue
Lake Ivanhoe
Lake Estelle
Lake Eola
Lake Cherokee
Lake Concord
Lake Gem
Lake Mary Jane
Lake Pickett
Lake Whippoorwill
Lake Bessie
Lake Fairview
Lake Mary
Lake Jesup
Lake Monroe
Lake Harney
Lake Jesup
Lake Charm
Lake Brantley
Lake Jesup
Lake Harney
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Lake Monroe
Lake Jesup
Lake Harney
Lake Monroe

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

TABLE OF CONTENTS

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

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

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

BY:_____
Authorized Signature

Title:_____

Print Name:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for CFX

_____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 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

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%

Exhibit C

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	$	25,796.09
			Sub	Civil/Site*	$	20,602.28
			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
					hourly rate	
	* = DBE		EEC* - RE		$ 5.58	$20,537.68
			EEC* - PA		$ 5.63	$20,717.54
			EEC* - Sr. Insp		$ 6.17	$39,998.71
			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		$ 4,064,908.61
Contingencies		$ 235,091.39
Total		$ 4,300,000.00

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

Prime: Elipsis Engineering & Consulting, LLC

Escalation 0.00%

March 28, 2016

Position	Name	2016		2017		2018		Total	
		Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
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	0.000%	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 $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
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
Straight Overtime	% 10.00%	Remarks 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 $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
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
Straight Overtime	% 10.00%	Remarks 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**

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 $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
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 $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	Hrs	Dollars
Contingency-Additional Resources									
Inspector-Bridge	Benjamin Noel	$ 23.52		$ 24.23		24.23			

			$ -
	%	Remarks	
Straight Overtime	10.00%	Field Positions	$ -
Salary Costs			$ -
Field Office Overhead Rate	120.00%	per CFX, 124.19% capped	$ -
Subtotal			***$*** -
Operating Margin	12.00%		$ -
Premium Overtime		Reimbursed	$ -
Facilities Cap. Cost of Money	0.000%	per CFX	$ -
Expenses (Billable Exp)			$ -
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

Sub 7: RK&K

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
Contingency-Additional Resources									
Inspector-Senior Roadway	Larry Torres	$ 27.54		$ 28.37		$ 28.37			

			$ -
	%	Remarks	
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
Straight Overtime	% 0.00%	Remarks 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**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

CEI CONTRACT NO. 001019

CFX PROJECT NO. 528-313

PRIME: Elipsis 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 Hr.	Billing Rate $/Hr.	Hours Hr.	Rate $/Hr.	Hours Hr.	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 & C617: Curing Capping and Compressive Strength cylinders (per cyl) Cl 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	85	$42.00	$3,570.00
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 PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	%	NET TOTAL COST
			Field Office							
			Section A1							
A1-			Field Office (provided by D/B per SP 36)			$0.00	$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%	$0.00
A1-			Site Preparation sand (provided by D/B per SP 36)			$0.00	$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%	$0.00
A1-			Trailer Skirting - (provided by D/B per SP 36)			$0.00	$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%	$0.00
A1-			Electric power (provided by D/B per SP 36)			$0.00	$0.00	$0.00	0.00%	$0.00
A1-			Air Conditioning and Heating Systems w/ thermostat control (provided by D/B per SP 36)			$0.00	$0.00	$0.00	0.00%	$0.00
A1-			Electric Lighting and Power Suppiy Outlets (provided by D/B per SP 36)			$0.00	$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%	$0.00
A1-			Plumbing Manifold (provided by D/B per SP 36)			$0.00	$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%	$0.00
A1-			Weekly Janitorial Services (provided by D/B per SP 36)			$0.00	$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	0.00%	$2,085.00
A1-	2	A1-1	Security System monitoring	24	$38.90	$933.60	$60.68	$0.00	0.00%	$994.28
A1-	3	A1-2	Movers	1	$1,300.00	$1,300.00	$84.50	$0.00	0.00%	$1,384.50
							SUBTOTAL			**$4,463.78**
			FIELD OFFICE FURNISHINGS							
			Section B1							
B1-			Fire Extinguisher (provided by D/B per SP 36)	1	$0.00	$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%	$0.00
B1-			Standard Office Supplies (provided by D/B per SP 36)	1	$0.00	$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%	$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%	$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%	$0.00
B1-			Conference/Visitor Chairs (provided by D/B per SP 36)	15	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00
B1-			Drawing Table - 3ft by 6ft drawing table & 2 extended height stools (provided by D/B per SP 36)	2	$0.00	$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%	$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%	$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%	$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%	$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%	$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%	$0.00
B1-			Refrigerator (provided by D/B per SP 36)	1	$0.00	$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%	$0.00
B1-			Coffee Machine (provided by D/B per SP 36)	1	$0.00	$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%	$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%	$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%	$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%	$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%	$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%	$0.00
B1-	1	B1-4	Bulletin Board	2	$42.99	$85.98	$5.59	$0.00	0.00%	$91.57
B1-	2	B1-5	Dry Erase Board 24" x 36"	2	$34.99	$69.98	$4.55	$0.00	0.00%	$74.53
B1-	3	B1-6	Calculator, Desk Top w/Tape	1	$39.99	$39.99	$2.60	$0.00	0.00%	$42.59
B1-	4	B1-7	Calculator Tape (12pk)	1	$7.99	$7.99	$0.52	$0.00	0.00%	$8.51
B1-	5	B1-8	Calculator, Hand Held	3	$10.99	$32.97	$2.14	$0.00	0.00%	$35.11
B1-	6	B1-9	Voice Recorder	1	$39.99	$39.99	$2.60	$0.00	0.00%	$42.59
B1-	7	B1-10	Paper Shredder	1	$35.99	$35.99	$2.34	$0.00	0.00%	$38.33
B1-	8	B1-11	First Aid Kit - Office	1	$8.69	$8.69	$0.56	$0.00	0.00%	$9.25
B1-	9	B1-12	Wastebaskets 7 gallon	4	$7.49	$29.96	$1.95	$0.00	0.00%	$31.91
B1-	13	B1-13	Dumpster 4 CY dumpster (Monthly Collection)	24	$97.00	$2,328.00	$151.32	$0.00	0.00%	$2,479.32
			Dumpster 4 CY dumpster (delivery/removal charge)	2	100.00	200.00	$13.00	$0.00	0.00%	$213.00
B1-	14	B1-14	Connex Box 8x20 (Monthly Rental)	24	70.00	1680.00	$109.20	$0.00	0.00%	$1,789.20
			Connex Box 8x20 (One time delivery charge)	1	230.00	230.00	$14.95	$0.00	0.00%	$244.95
B1-	15	N/A	Consumables, pens, pencils, paper clips, markers, etc. (Lump Sum Monthly Expense)	23	$250.00	$5,750.00	$373.75	$0.00	0.00%	$6,123.75
							SUBTOTAL			**$11,224.61**

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 #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
				Electronic Equipment and Software							
				Section B2							
B2-	1	B2-1		APC Back-UPS w/ Surge Protector (RE, PA, CSS, AA, Sr. 1)	5	$54.99	$274.95	$17.87	$0.00	0.00%	$292.82
B2-	2	B2-2		HDMI Cables (RE, PA, CSS, AA, Sr. 1)	5	$9.99	$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)	46	$135.00	$6,210.00	$403.65	$0.00	0.00%	$6,613.65
B2-	11	B2-13		Nuance PDF Convertor (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 Invertor (Sr. 1, Sr. 3, Insp. 4, Insp. 6)	4	$26.99	$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	$15.61	$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)	8	$8.47	$67.76	$4.40	$0.00	0.00%	$72.16
								SUBTOTAL			**$17,688.42**
				Manuals, References and Documents							
				Section B3							
B3-	1			FDOT Rdwy & Traffic Design Stds (electronic)	1		$0.00	$0.00	$0.00	0.00%	$0.00
B3-	2			Orange County Rdwy & Traffic Design Stds (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	$190.05	$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	$66.80	$2,705.40	$0.00	$0.00	0.00%	$2,705.40
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
											$125,677.30

Billable Expense Reimbursement Rates $/Man-Month

	Total $	Man Months		$/Man-Hr.
Resident Engineer	$20,537.66	23.0	$	5.58
Project Administrator	$20,717.54	23.0	$	5.63
Senior Inspector	$39,998.71	40.5	$	6.17
Inspector	$44,423.37	40.0	$	6.94
Total	**$125,677.30**	**126.5**	(avg) $	6.21

Vehicle Expenses (Part of Lump Sum)

Section C (continued)

C-	29	C-26		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	$49.61	$406.41	50.00%	$406.41
C-	33	C-30		Strobe Lights	6	$275.89	$1,655.34	$0.00	$827.67	50.00%	$827.67
C-	34	C-31		Seat Covers	6	$39.99	$239.94	$15.60	$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) $ 2,463.91

Exhibit C

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CEI CONSULTANT WORK AND FEE ESTIMATE

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

EXPENSES

FIELD EQUIPMENT AND SUPPLIES

Section D

Section #	ITEM #	Page #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
D-	1	D-1		Nuclear Test Gauge (Instro-Tek=new)	1	$6,675.00	$6,675.00	$433.88	$3,554.44	50.00%	$3,554.44
D-	2	D-2		Nuclear Test Gauge (Troxler=refurb)	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	$15.06	$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	$1,365.85	$2,731.70	$177.56	$1,454.63	50.00%	$1,454.63
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-6		Pressure Meter Kit	2	$615.00	$1,230.00	$79.95	$854.98	50.00%	$854.98
D-	13	D-7		Rubber Mallet	4	$7.50	$30.00	$1.95	$0.00	0.00%	$31.95
D-	14	D-6		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	$3.90	$0.00	0.00%	$63.90
D-	17	D-8		3/8" Tamping Rod	4	$6.95	$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-8		Smart Level w/Case	2	$144.30	$288.60	$18.76	$0.00	0.00%	$307.36
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	$16.97	$16.97	$1.10	$0.00	0.00%	$18.07
D-	25	D-15		6' 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	$11.69	$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 Cyinderr 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	$28.55	$342.60	$22.27	$0.00	0.00%	$364.87
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	$3.63	$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	$24.46	$0.00	0.00%	$400.78
D-	40	D-12		Marking Spray Paint (6/case)	8	$31.62	$252.96	$16.44	$0.00	0.00%	$269.40
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	$269.00	$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	$625.00	$0.00	$0.00	$0.00	0.00%	$0.00
D-	52	D-28		~~Video Capable Drone~~	0	$1,259.00	$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	$699.60	$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	$4.96	$64.48	$4.19	$0.00	0.00%	$68.67
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		Rain 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	$3.76	$0.00	0.00%	$61.68
D-	66	D-35		~~Digital camera, bag, memory stick 16 GBb~~	0	$110.97	$0.00	$0.00	$0.00	0.00%	$0.00
D-	67	D-34		Torpedo 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) $54,997.22

Total Prime Expenses $ 180,674.52

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 #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET 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	$66.80	$1,068.80	$0.00	$0.00	0.00%	$1,068.80
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	$46.80	$0.00	0.00%	$766.80
CDM	8	B2-5		Laptop - Senior Inspector No. 2	1	$599.99	$599.99	$39.00	$0.00	0.00%	$638.99
CDM	9	B2-8		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 Invertor	1	$26.99	$26.99	$1.75	$0.00	0.00%	$28.74
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	$66.57	50.00%	$66.57
CDM	15	C-29		Tool Boxes	1	$127.20	$127.20	$8.27	$67.74	50.00%	$67.74
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

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

Section #	ITEM #	Page #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
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	$176.80	$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	$61.43	$0.00	0.00%	$1,006.43
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	$61.43	$0.00	0.00%	$1,006.43
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	B2-8		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 Invertor	1	$26.99	$26.99	$1.75	$0.00	0.00%	$28.74
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	$66.57	50.00%	$66.57
Civil Site	15	C-29		Tool Boxes	1	$127.20	$127.20	$8.27	$67.74	50.00%	$67.74
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

	Total $s	Man Months	$/Man-Hr.
Inspector	$24,448.07	21.0	$ 7.06

Section #	ITEM #	Page #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
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	$ 176.80	$2,652.00	$0.00	$0.00	0.00%	$2,652.00
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	B2-8		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 Invertor	1	$26.99	$26.99	$1.75	$0.00	0.00%	$28.74
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	$66.57	50.00%	$66.57
Mehta	15	C-29		Tool Boxes	1	$127.20	$127.20	$8.27	$67.74	50.00%	$67.74
Mehta	16	C-30		Strobe Lights	1	$275.89	$275.89	$17.93	$146.91	50.00%	$146.91

Billable Expense Reimbursement Rates $/Man-Month

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

Section #	ITEM #	Page #	Field Office	DESCRIPTION	QTY	UNIT PRICE	TOTAL COST	TAX 6.50%	SALVAGE VALUE	SALVAGE %	NET TOTAL COST
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	$ 176.80	$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	$52.65	$0.00	0.00%	$862.65
Mehta	8	B2-5		Laptop - Inspector Aide No. 8	1	$599.99	$599.99	$39.00	$0.00	0.00%	$638.99
Mehta	9	B2-8		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 Invertor	1	$26.99	$26.99	$1.75	$0.00	0.00%	$28.74
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	$66.57	50.00%	$66.57
Mehta	15	C-29		Tool Boxes	1	$127.20	$127.20	$8.27	$67.74	50.00%	$67.74
Mehta	16	C-30		Strobe Lights	1	$275.89	$275.89	$17.93	$146.91	50.00%	$146.91

Billable Expense Reimbursement Rates $/Man-Month

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

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**

	Monthly				Total					
Economy Size Pickup (4x4)	**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 Nolen	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	0.5	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				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			7.0	12.0	1.0	20.0	3300.0
Inspector (5) Roadway Tim Barteaux	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 Bakir 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			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			6.0	12.0	0.0	18.0	2970.0
Inspector (9) Coating Carlos Magno	Coating	AE										1.0	1.0													0.0	2.0	0.0	2.0	330.0
Inspector (10) Protective Coating Specialist / Kevin Schweikhart	Coating	AE		0.2								0.1	0.1													0.2	0.2	0.0	0.4	66.0
		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				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

Ben Dreiling, PE
Director of Construction & Maintenance
Donald Budnovich, PE
Resident Engineer

QA/QC SUPPORT
Linda Morello *(EEC)*
John Graves, PE *(EEC)*

RESIDENT ENGINEER
Chris Nolen, PE *(EEC)*

CORPORATE SUPPORT
Sarah Blake *(EEC)*
Tom Whitney, PE *(EEC)*

PROJECT ADMINISTRATOR
Armando Perez *(EEC)*

ADMINISTRATIVE ASSISTANT
Sandy Perez *(EEC)*

SENIOR INSPECTORS
Mike Allen – Sr. Roadway *(EEC)*
Jeffrey Faith – Sr. Bridge *(CDM)*
Gerry Ang – Sr. ITS/Utility *(EEC)*

CONTRACT SUPPORT SPECIALIST
Jeffrey Hinkle *(EEC)*

INSPECTORS
Anthony Munoz – Roadway *(EEC)*
Tim Barteaux – Roadway *(CS)*
Steve Chapman – Bridge *(EEC)*
Bakir Ebrahim – Toll Plaza *(MA)*
Carlos Magno – Coating *(AE)*

MATERIALS TESTING SUPPORT & PROTECTIVE COATING
Geotechnical Services – *(FGE & EEC)*
Asphalt Plant – *(EEC & AA)*
Laboratory Testing – *(EEC)*
Concrete Precast – *(AA)*
Surveying – *(MA)*
Protective Coating Specialist – *(AE)*

LEGEND (* = DBE's)
EEC = Elipsis Engineering & Consulting, LLC *
CDM = CDM Smith, Inc.
AE = AE Engineering, Inc. *
MA = Mehta & Associates, Inc. *
CS = Civil Site Engineering, Inc. *
PICS = PI Consulting Services, LLC *
Trans = TranSystems Corporate Resources
AA = Ardaman & Associates, Inc.
FGE = Foundation & Geotechnical Engineering, LLC
RKK = Rummel, Klapper & Kahl, LLP

ADDITIONAL RESOURCES
Nelson Basco – Roadway Inspector (EEC)
Jennifer Brannan – Roadway Inspector (EEC)
Rajib Shresta – Inspector (MA)
Kenny Cordle – Inspector (PICS)
Benjamin Noel – Bridge Inspector (Trans)
Larry Torres – Sr. Roadway Inspector (RKK)

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.

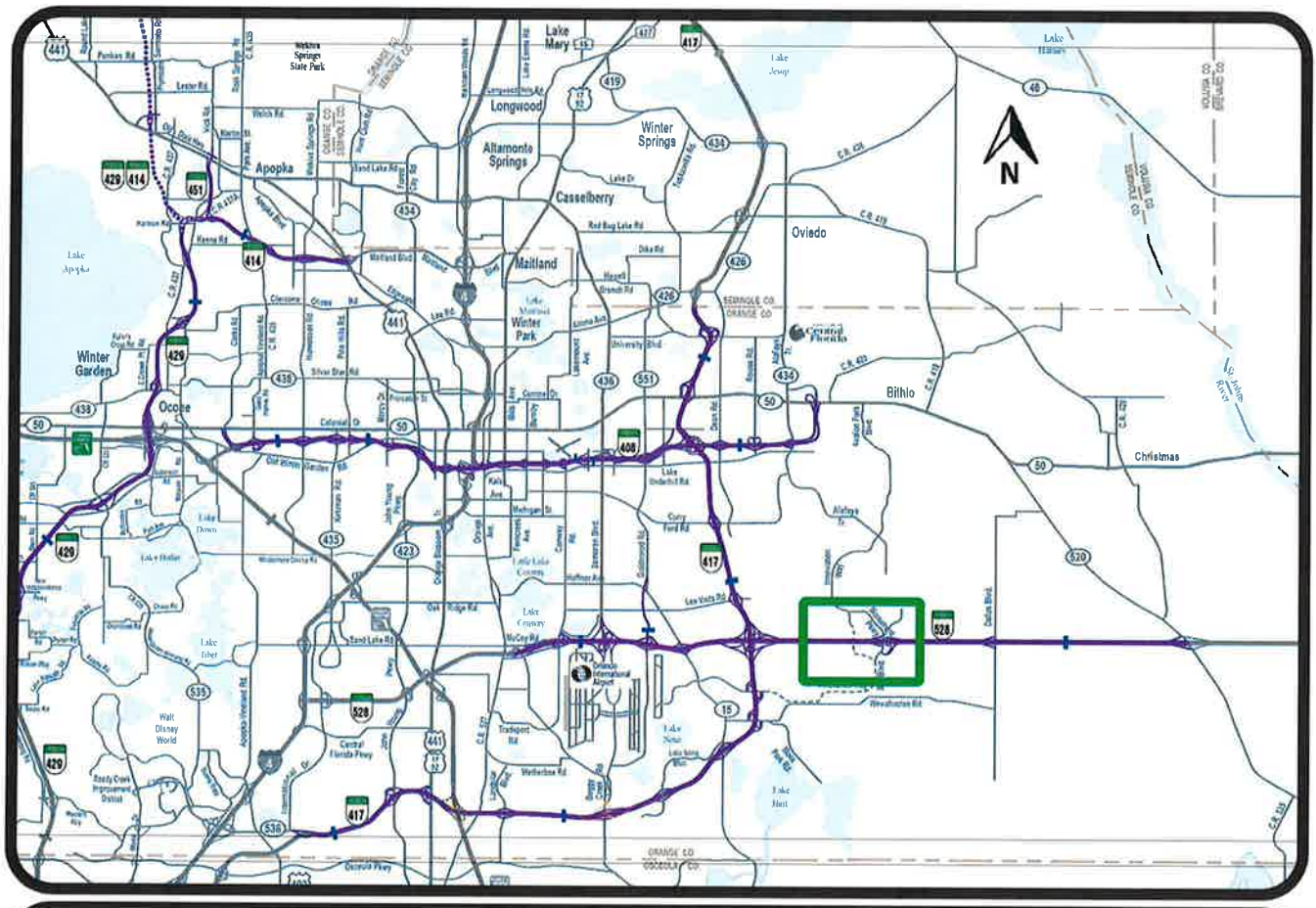
In June of 2014, CFX, Orange County and Suburban Land Reserve (SLR) entered into the Amended and Restated 2006 Innovation Way /Beachline Interchange Agreement. As a part of that agreement, it was understood that it was Orange County's desire for the CFX contractor of the S.R. 528 / Innovation Way Interchange 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

JAB

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

WWW.CFXWAY.COM



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 no 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: _____

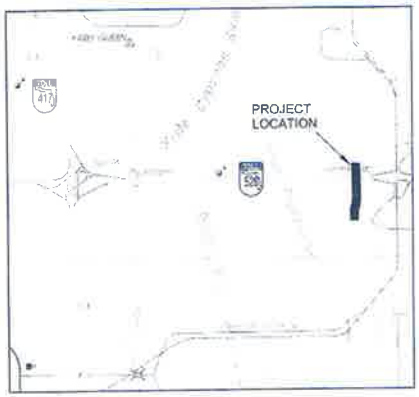
EXHIBIT "A"
PLANS

CONSTRUCTION DRAWINGS FOR

SR 528 / INNOVATION WAY INTERCHANGE
RECLAIMED WATER MAIN IMPROVEMENTS

DISTRICT 4

OCTOBER 2015



LOCATION MAP
NTS

ORANGE COUNTY GOVERNMENT
FLORIDA

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: AJIT LALCHANDANI, P.E.

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

ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

PREPARED BY:

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.
1230 E. Hillcrest Street, Orlando, FL, 32803
PH: (407) 896-6608 FAX: (407) 896-1822
ENGINEERING BUSINESS No. 6899

10/20/15

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

FLORIDA REGISTRATION No.
58637

OCTOBER 2015 - 100% SUBMITTAL

LEGEND
RIGHT OF WAY LINE
LIMITED ACCESS RIGHT OF WAY LINE
EASEMENT LINE
EXISTING FENCE
EXISTING CABLE TV
EXISTING FIBER OPTIC CABLE
EXISTING BURIED ELECTRIC
EXISTING GAS
EXISTING OVER-HEAD UTILITY
EXISTING RECLAIMED WATER MAIN
EXISTING SANITARY SEWER
EXISTING TELEPHONE
EXISTING WATER MAIN
REMOVE AND REPLACE EXISTING DRIVEWAY
REMOVE AND REPLACE EXISTING SIDEWALK
EXISTING PIPE TO BE REMOVED
EXISTING PIPE TO BE ABANDONED
TAPPING SLEEVE AND VALVE
TEE
LINE STOP ASSEMBLY
PLUG VALVE
SLEEVE
CAP
AIR RELEASE VALVE ASSEMBLY
ABBREVIATIONS
INDEX OF DRAWINGS
SHEET No.
DRAWING No.
TITLE
COVER
LEGEND, ABBREVIATIONS AND INDEX OF DRAWINGS
GENERAL NOTES
KEY MAP AND RECLAIMED WATER MAIN SCHEMATIC
SUMMARY OF PAY ITEMS
INNOVATION WAY - PLAN STA 504+80 TO STA 509+00
INNOVATION WAY - PROFILE STA 504+80 TO STA 509+00
INNOVATION WAY - PLAN STA 509+00 TO STA 515+50
INNOVATION WAY - PROFILE STA 509+00 TO STA 515+00
INNOVATION WAY - PLAN STA 515+50 TO STA 522+00
INNOVATION WAY - PROFILE STA 515+50 TO STA 522+00
INNOVATION WAY - PLAN STA 522+00 TO STA 528+50
INNOVATION WAY - PROFILE STA 522+00 TO STA 528+50
INNOVATION WAY - PLAN STA 528+50 TO STA 535+00
INNOVATION WAY - PROFILE STA 528+50 TO STA 535+00
INNOVATION WAY - PLAN STA 535+00 TO STA 541+33
INNOVATION WAY - PROFILE STA 535+00 TO STA 541+33
INNOVATION WAY - PROFILE STA 541+33 TO STA 548+00
INNOVATION WAY - PLAN STA 548+00 TO STA 554+50
INNOVATION WAY - PROFILE STA 548+00 TO STA 554+50
DETAILS
DETAILS
AS-BUILT COORDINATE ASSET TABLE
AS BUILT COORDINATE ASSET TABLE
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
LEGEND, ABBREVIATIONS AND INDEX OF DRAWINGS
G-2
OCTOBER 2015 - 100% SUBMITTAL

GENERAL NOTES

ALL WORK AND REQUIREMENTS FROM THE NOTES IN THIS PAGE SHALL BE A REQUIREMENT OF THE CONTRACT AND EXECUTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO ORANGE COUNTY.

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.
2. THE UTILITIES IMPROVEMENTS AND ADJUSTMENTS SHOWN ON THESE DRAWINGS ARE INTENDED TO MAINTAIN THE INTEGRITY OF THE ORANGE COUNTY WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS. THE DRAWINGS DO NOT INCLUDE WORK PERFORMED ON OR FOR UTILITY SYSTEMS OWNED BY OTHERS, UNLESS STATED OTHERWISE ON THE DRAWINGS.
3. COORDINATION AND COMMUNICATIONS WITH ORANGE COUNTY STAFF SHALL BE MADE THROUGH THE ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION INSPECTOR.
4. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ORANGE COUNTY UTILITIES DISPATCH (EMERGENCY ONLY) IN THE EVENT OF UTILITY MAIN BREAK OR DAMAGE AT 407.836.2777.
5. THE ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY, OR PRIOR TO ANY ACTIVITY REQUIRING THE PRESENCE OF OR AN ACTION BY UTILITIES STAFF SUCH AS SCHEDULING VALVE OPERATION, PRESSURE TESTING, PIPE CONNECTION, PUMP STATION OPERATIONS OR SHUTDOWNS, ETC.
6. WATER, WASTEWATER AND RECLAIMED WATER VALVES, PUMP STATIONS, OR OTHER UTILITY INFRASTRUCTURE ARE TO BE OPERATED ONLY BY ORANGE COUNTY UTILITIES PERSONNEL. ALL VALVES BEING INSTALLED ARE TO REMAIN CLOSED DURING CONSTRUCTION.
7. SUPPORT AND PROTECT ALL EXISTING UTILITIES. CONTRACTOR SHALL CONTACT UTILITY OWNERS FOR LOCATION OF ALL EXISTING FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH UTILITY OWNERS AND FOR PROVIDING TEMPORARY SUPPORT FOR THE UTILITY POLES, ANCHOR GUYS, AND ALL OTHER UTILITIES DURING CONSTRUCTION.
8. IMMEDIATELY AT ONSET OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES CRITICAL TO COMPLETING THE PROJECT (INCLUDING WATER, SEWER, RECLAIMED WATER, POWER, TELEPHONE, GAS, FIBER OPTIC AND CABLE TV) AND SHALL EVALUATE POTENTIAL CONFLICTS IN A WRITTEN REPORT. ANY CONFLICTS SHALL BE REPORTED TO ENGINEER/OWNER IMMEDIATELY UPON DISCOVERY AND DETAILED IN THE REPORT.
9. CONTRACTOR SHALL COORDINATE WITH ALL OTHER UTILITY OWNERS FOR RESOLUTION OF CONFLICTS. CONTRACTOR SHALL HAVE 48 HOURS TO DETERMINE THE RESOLUTION OF ANY UNKNOWN OR UNFORESEEN CONFLICTS. COSTS INCURRED SHALL BE BORNE BY THE UTILITY OWNER AND/OR CONTRACTOR AND NO CLAIMS MAY BE MADE AGAINST ORANGE COUNTY OR THE ENGINEER FOR THESE CONFLICTS. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR THE PERIOD OF TIME TO RESOLVE ANY CONFLICTS.
10. ALL MAIN REPAIRS TO BE COMPLETED IMMEDIATELY BY THE CONTRACTOR, AT THE CONTRACTOR'S COST, IF THE MAIN IS NOT REPAIRED IN A TIMELY MANNER, AS DETERMINED BY THE ENGINEER, ORANGE COUNTY UTILITIES PERSONNEL MAY REPAIR MAIN AND THE CONTRACTOR WILL BE BACK CHARGED FOR REPAIRS.
11. ALL EXISTING AND NEW OCU WATER AND SEWER VALVES, VALVE BOXES AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. VALVE AND VALVE BOXES SHALL REMAIN ACCESSIBLE AT ALL TIMES. ANY VALVES THAT MIGHT BE COVERED DURING CONSTRUCTION SHALL BE MARKED WITH A MARKER (GREEN FOR SEWER, BLUE FOR WATER, AND PURPLE FOR RECLAIMED WATER MAIN), A MINIMUM OF FOUR (4') FEET ABOVE GRADE.
12. SEE DETAIL SHEET FOR SEPARATION REQUIREMENTS BETWEEN WATER MAINS, SEWER MAINS AND OTHER PIPELINES AND MAINS. NO CONCRETE ENCASEMENT OF PIPES WILL BE PERMITTED.
13. ALL RECLAIMED WATER MAIN PIPING (EXCLUDING DIRECTIONAL DRILLED PIPE) SHALL BE DUCTILE IRON PIPE.
14. ALL PIPE, PIPE FITTINGS AND APPURTENANCES INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320 (21) (B) 3, F.A.C. USING BLUE AS A PREDOMINANT COLOR FOR WATER, GREEN FOR WASTEWATER, PURPLE FOR RECLAIMED WATER.
15. ALL BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DRY DENSITY AS MEASURED BY AASHTO T-180 METHOD 'D' TEST (MODIFIED PROCTOR) IN OPEN AREAS AND TO NOT LESS THAN 98% OF MAXIMUM DRY DENSITY AS MEASURED BY AASHTO T-180 METHOD 'D' TEST (MODIFIED PROCTOR) IN ROADWAY AREAS (MEASURED FROM TOP OF SUBGRADE TO BOTTOM OF PAVEMENT). ALL TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY (NOTIFIED BY CONTRACTOR) UNDER ASPHALT OR CONCRETE PAVEMENT AND WITHIN 3 FT OF PAVEMENT. ALL SOIL TESTING IS TO BE CONDUCTED BY THE COUNTY. THE CONTRACTOR SHALL PROVIDE ALL REASONABLE ASSISTANCE DURING SOIL TESTING.
16. PIPE LENGTHS SHOWN ON PLANS ARE APPROXIMATE. ACTUAL LENGTHS ARE TO BE DETERMINED DURING CONSTRUCTION.
17. ALL NORTHING AND EASTING COORDINATES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM. STATIONING IS FOR REFERENCE ONLY.
18. ALL STATIONS AND OFFSET REFER TO BASELINE OF STATIONING.
19. IN AREAS WHERE CONSTRUCTION ACTIVITIES RESTRICT NORMAL ACCESS TO PROPERTIES, THE CONTRACTOR SHALL PROVIDE ALTERNATE ACCESS ROUTES WHICH ARE SUBJECT TO APPROVAL BY THE ENGINEER AS PART OF THE M.O.T. PLAN.
20. ALL EXCAVATIONS SHALL BE BACK FILLED AT THE END OF EACH WORK DAY.
21. PROPOSED RECLAIMED WATER MAIN SHALL BE CONSTRUCTED WITH A MINIMUM OF 48 INCHES OF COVER UNLESS SPECIFICALLY SHOWN OTHERWISE ON THE PLANS. WHERE SHOWN SHALL NOT BE LESS THAN 30 INCHES. RECLAIMED GATE VALVE SHALL BE INSTALLED WITH 54 INCH MINIMUM COVER.
22. ALL PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DETAIL SHEETS. IN ADDITION, ALL FITTINGS SHALL BE MECHANICAL JOINT RESTRAINED NO THRUST BLOCKS SHALL BE PERMITTED. RESTRAIN EXISTING PIPE WHERE REQUIRED IN ACCORDANCE WITH THE RESTRAINT TABLES.
23. COMPLETE ALL CONSTRUCTION WITHIN RIGHT OF WAY LIMITS AND EASEMENT LIMITS, UNLESS OTHERWISE NOTED.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEWATERING REQUIRED DURING CONSTRUCTION AND TO OBTAIN AND PAY FOR ALL PERMITS REQUIRED FOR THE TEMPORARY DEWATERING.
25. INSTALL AIR RELEASE VALVES (ARV) AT ALL HIGH POINTS IN THE SYSTEM WHERE AIR CAN ACCUMULATE. AIR RELEASE VALVES AND APPURTENANCES SHALL BE COLOR CODED BLUE FOR WATER, GREEN FOR SEWER, AND PURPLE FOR RECLAIMED. STATIONING FOR AIR RELEASE VALVES IS APPROXIMATE. CONTRACTOR SHALL INSTALL AIR RELEASE VALVES AT HIGH POINTS ON MAIN. COORDINATE WITH THE ORANGE COUNTY UTILITIES INSPECTOR.
26. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE BY THE CONTRACTOR ONLY AFTER THE PROPOSED CONNECTION PROCEDURE AND WORK SCHEDULE HAVE BEEN REVIEWED AND ACCEPTED BY THE OWNER. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE OWNER A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO SCHEDULING ANY CONNECTIONS THE REQUEST SHALL REFERENCE THE PROFESSIONAL LAND SURVEYOR CERTIFIED COMPLETED AS-BUILT RECORD DRAWINGS PREVIOUSLY SUBMITTED AND SHALL OUTLINE THE FOLLOWING:
    A. POINTS OF CONNECTION, FITTINGS TO BE USED, METHODS OF FLUSHING AND VERIFICATION OF RESTRAINT ON EXISTING PIPE.
    B. ESTIMATED CONSTRUCTION TIME FOR THE CONNECTIONS.

    THE OWNER SHALL REVIEW THE SUBMITTAL WITHIN FIVE (5) WORKING DAYS AFTER RECEIVING IT AND NOTIFY THE CONTRACTOR IN WRITING OF ITS ACCEPTANCE OF THE REQUEST. IF THE OWNER REJECTS THE REQUEST, THE CONTRACTOR SHALL RESUBMIT THE REQUEST MODIFYING IT IN A MANNER ACCEPTABLE TO THE OWNER. ALL CONNECTIONS SHALL ONLY BE MADE ON THE AGREED UPON DATE AND TIME.
    SHOULD THE CONTRACTOR NOT INITIATE AND COMPLETE THE CONNECTION WORK IN THE AGREED UPON MANNER, HE SHALL BE REQUIRED TO RESCHEDULE THE CONNECTION BY FOLLOWING THE PROCEDURE OUTLINED ABOVE.

    THE CONTRACTOR SHALL NOT OPERATE ANY VALVES IN THE SYSTEM.
27. PROTECT EXISTING IMPROVEMENTS TO THE MAXIMUM EXTENT POSSIBLE. RESTORE ALL EXISTING IMPROVEMENTS AND DISTURBED AREAS TO ORIGINAL CONDITION.
28. BENCHMARK LOCATIONS AND ELEVATIONS ARE SHOWN IN THE PLANS AS REPRESENTED BY THE SURVEYOR OF RECORD. THE CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT THE TIME OF CONSTRUCTION, AND INSTALL HIS OWN TEMPORARY BENCHMARKS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OCU UTILITIES INSPECTOR.
29. NO VALVE BOXES, METERS, PORTIONS OF MANHOLES, OR OTHER APPURTENANCES OF ANY KIND RELATING TO ANY UNDERGROUND UTILITIES SHALL BE LOCATED IN ANY PORTION OF A SIDEWALK OR DRIVEWAY. CONTRACTOR SHALL ADVISE ENGINEER IMMEDIATELY UPON DISCOVERY OF A POTENTIAL CONFLICT.
30. WHERE REQUIRED, AT NO ADDITIONAL COST TO THE COUNTY, THE CONTRACTOR SHALL USE TEMPORARY PAVEMENT, SHORING, BRACING, AND OTHER PROTECTIVE MEASURES TO MAINTAIN EXISTING ROADWAYS, UTILITIES AND OTHER FACILITIES OR AS NEEDED TO REMAIN WITHIN THE LIMITS OF CONSTRUCTION. CONTRACTOR TO COMPLY WITH OSHA TRENCH SAFETY REQUIREMENTS AT ALL TIMES.
31. CONTRACTOR TO PROVIDE DETAILED AS BUILT DRAWINGS OF ALL UTILITIES UNCOVERED IN TRENCHES. THE AS BUILT SHALL RECORD LOCATION, SIZE, TYPE, ELEVATION AND OWNER OF ALL UTILITY FACILITIES UNCOVERED.
32. ALL EXISTING MAINS SHALL REMAIN IN SERVICE UNTIL THE PROPOSED MAIN(S) ARE ACCEPTED FOR SERVICE AND ALL SERVICES ARE TRANSFERRED TO THE MAIN(S).
33. CONTRACTOR SHALL APPLY FOR AND SECURE ALL NECESSARY PERMITS FROM STATE, COUNTY, AND LOCAL MUNICIPALITIES. PERMITS SHALL INCLUDE, BUT NOT BE LIMITED TO, RIGHT OF WAY USE, CONSTRUCTION BUSINESS LICENSE, AND DEWATERING.
34. FOR PVC PIPE NO HORIZONTAL/VERTICAL PIPE DEFLECTION WILL BE ALLOWED. CONTRACTOR SHALL USE FITTINGS TO OBTAIN THE REQUIRED CLEARANCES. ON DUCTILE IRON PIPE CONTRACTOR SHALL NOT EXCEED 75% OF THE MANUFACTURES RECOMMENDATION FOR PIPE DEFLECTION. OTHERWISE USE FITTINGS TO OBTAIN REQUIRED CLEARANCES. ALL FITTINGS SHALL BE ADDED TO THE COORDINATE ASSET ATTRIBUTE TABLE.
35. UTILITY MAIN MARKERS ARE REQUIRED WHEN UTILITY MAIN IS LOCATED OVER 30 FEET FROM EDGE OF PAVEMENT OR IN AN EASEMENT NOT ADJACENT TO THE RIGHT OF WAY.
36. SALVAGE AND/OR DISPOSAL OF ALL EXISTING EQUIPMENT SHALL BE AT THE DIRECTION OF THE ORANGE COUNTY INSPECTOR.
37. ALL PROPOSED BURIED DUCTILE IRON PIPE SHALL BE ENCASED IN POLYETHYLENE WRAP IN ACCORDANCE WITH SPECIFICATION SECTION 15062.
38. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN, CONSTRUCTION AND ARE THE MINIMUM REQUIRED. CONTRACTOR TO FURNISH ADDITIONAL CONTROLS AS NEEDED AT NO ADDITIONAL COST. MATERIALS FROM WORK ON THIS PROJECT SHALL BE CONTAINED AND NOT ALLOWED TO COLLECT ON ANY PUBLIC RIGHT-OF-WAY OR PROPERTY NOT INCLUDED IN THE CONSTRUCTION EASEMENT. AREAS OF DISTURBANCE NEAR OR WITHIN WETLANDS SHALL BE RESTORED WITH NATIVE VEGETATION AT ALL LOCATIONS ON PLANS OR AS REQUIRED UNTIL THE CONTRACT IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. MEASURES SHOWN ARE THE MINIMUM REQUIRED, AND THE CONTRACTOR WILL ENSURE THAT THERE IS NO DIRECT OR INDIRECT DISCHARGE OF CONSTRUCTION MATERIALS OR TURBID WATERS TO OFF SITE AREAS OR WATERWAYS.

SPILL NOTES

EMERGENCY WASTEWATER SPILL, WATER MAIN, RECLAIMED WATER MAIN BREAK PROCEDURES

DAMAGE NOTIFICATION:

1. THE ORANGE COUNTY UTILITY DISPATCH OPERATOR (407-836-2777) SHALL BE NOTIFIED IMMEDIATELY IN THE EVENT OF A WATER FORCE MAIN, GRAVITY SEWER, OR RECLAIMED WATER MAIN BREAK OR DAMAGE.

IMMEDIATE REPAIR:

2. ALL DAMAGE TO ORANGE COUNTY'S MAIN SHALL BE REPAIRED IMMEDIATELY WITHOUT DELAY BY THE CONTRACTOR AT THE CONTRACTOR'S 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.

ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

BFA Environmental Consultants

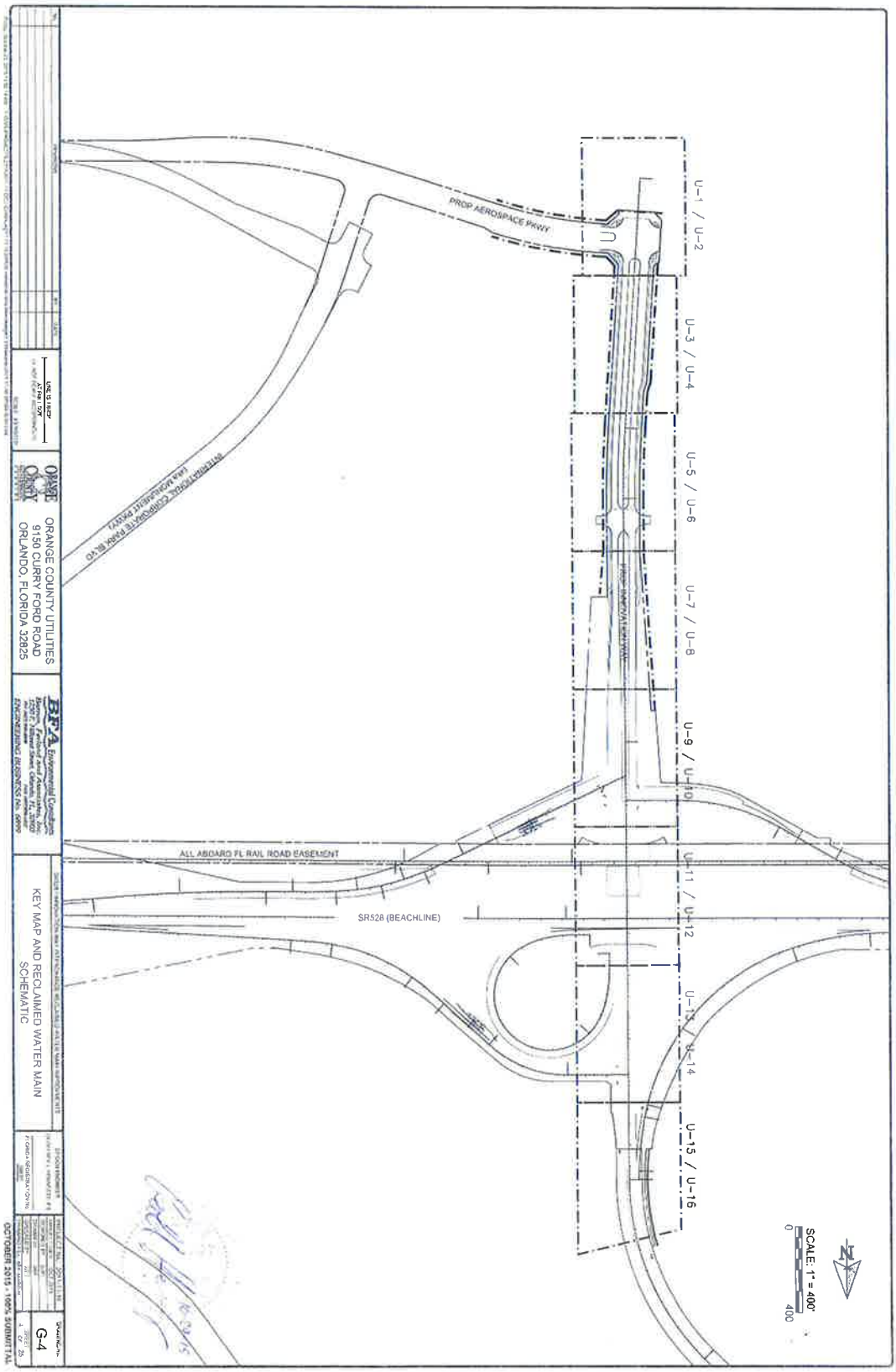
GENERAL NOTES

TELEPHONE NUMBER (407) 836-7970

DESIGNED	DRAWN	CHECKED	QUALITY CONTROL	PROJECT MANAGER
TMG	TMG	JRS	JRS	JRS

PROJECT NO. 20151139
DATE: MAY 2015
SCALE: AS NOTED
SHEET NO. G-3
SHEET 3 OF 75

OCTOBER 2015 - 100% SUBMITTAL


PROP AEROSPACE PKWY
U-1 / U-2
U-3 / U-4
U-5 / U-6
U-7 / U-8
U-9 / U-10
U-11 / U-12
U-13
U-14
U-15 / U-16
ALL ABOARD FL RAIL ROAD EASEMENT
SR528 (BEACHLINE)
SCALE: 1" = 400'
0
400
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
KEY MAP AND RECLAIMED WATER MAIN SCHEMATIC
G-4
OCTOBER 2015 - 100% SUBMITTAL

SUMMARY OF PAY ITEMS

ITEM NO	DESCRIPTION	UNIT	PLAN SHEET NUMBERS																TOTAL	
			U-1		U-3		U-5		U-7		U-9		U-11		U-13		C-12			
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
109-71-2	FIELD OFFICE	DA																	110	
1051-11-424	UTILITY PIPE (F&I) (DUCI) (WATER/SEWER) (8-19.9")	LF	30																30	
1050-11-425	UTILITY PIPE (F&I) (DUCI) (WATER/SEWER) (20-49.9")	LF	275		655		649		640				286		675		406		3,586	
1050-11-515	UTILITY PIPE (F&I BY OPEN TRENCH) (STEEL) (CASING/CONDUIT) (20-49.9")	LF							20		650		186		40				896	
1050-11-525	UTILITY PIPE (F&I BY JACK & BORE) (STEEL) (CASING/CONDUIT) (20-49.9")	LF											225						225	
1055-12-415	UTILITY FITTINGS (F&I) (DUCI) (ELBOW) (20-49.9")	EA			2				2				9		7		4		24	
1055-11-425	UTILITY FITTINGS (F&I) (DUCI) (TEE) (20-49.9")	EA	1				1												2	
1080-11-25	UTILITY FIXTURES (F&I) (2-4.9") (BLOWOFF ASSEMBLY)	EA	2																2	
1080-11-26	UTILITY FIXTURES (F&I) (2-4.9") (VAC/AIR ASSEMBLY)	EA					1						1						2	
1080-11-44	UTILITY FIXTURES (F&I) (8-19.9") (VALVE ASSEMBLY)	EA	1				1												2	
1080-11-54	UTILITY FIXTURES (F&I) (20-49.9") (VALVE ASSEMBLY)	EA	1				2		1				3		1				8	

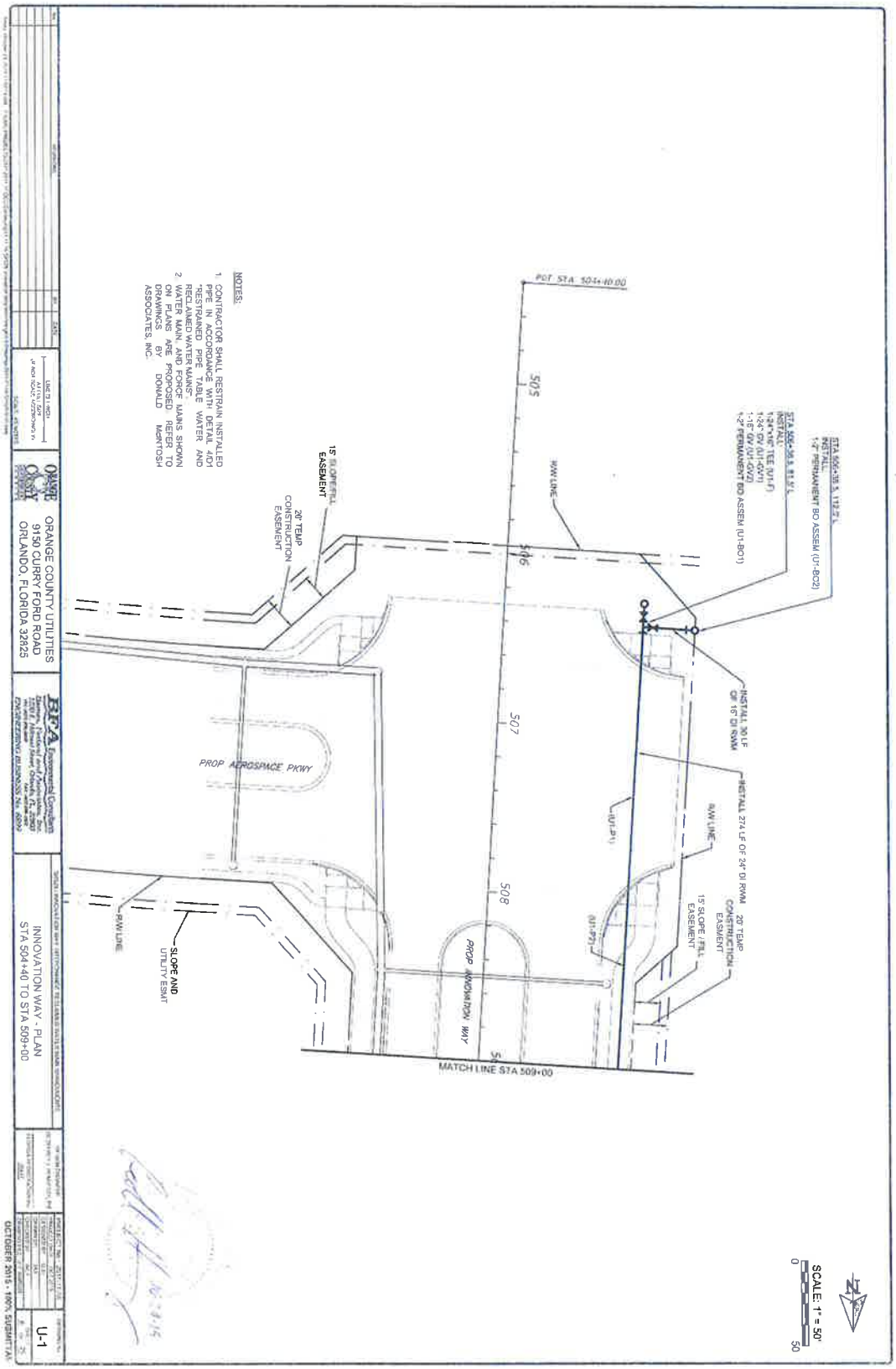
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

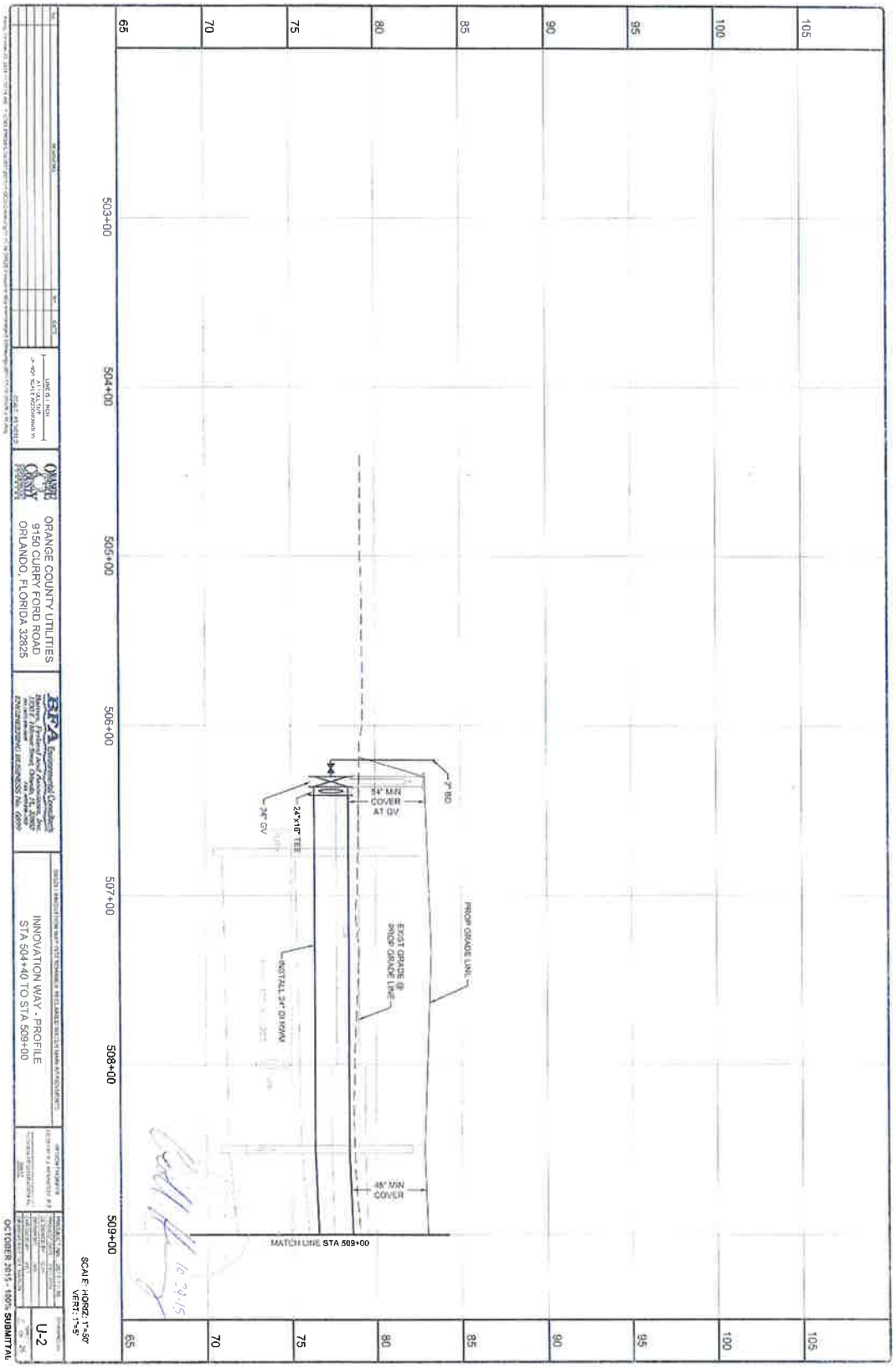
BFA Environmental Consultants
Barton, Packard Joint Associates, Inc
1030 E. Hillcrest Street, Orlando, FL, 32803
ENGINEERING BUSINESS No. 6899

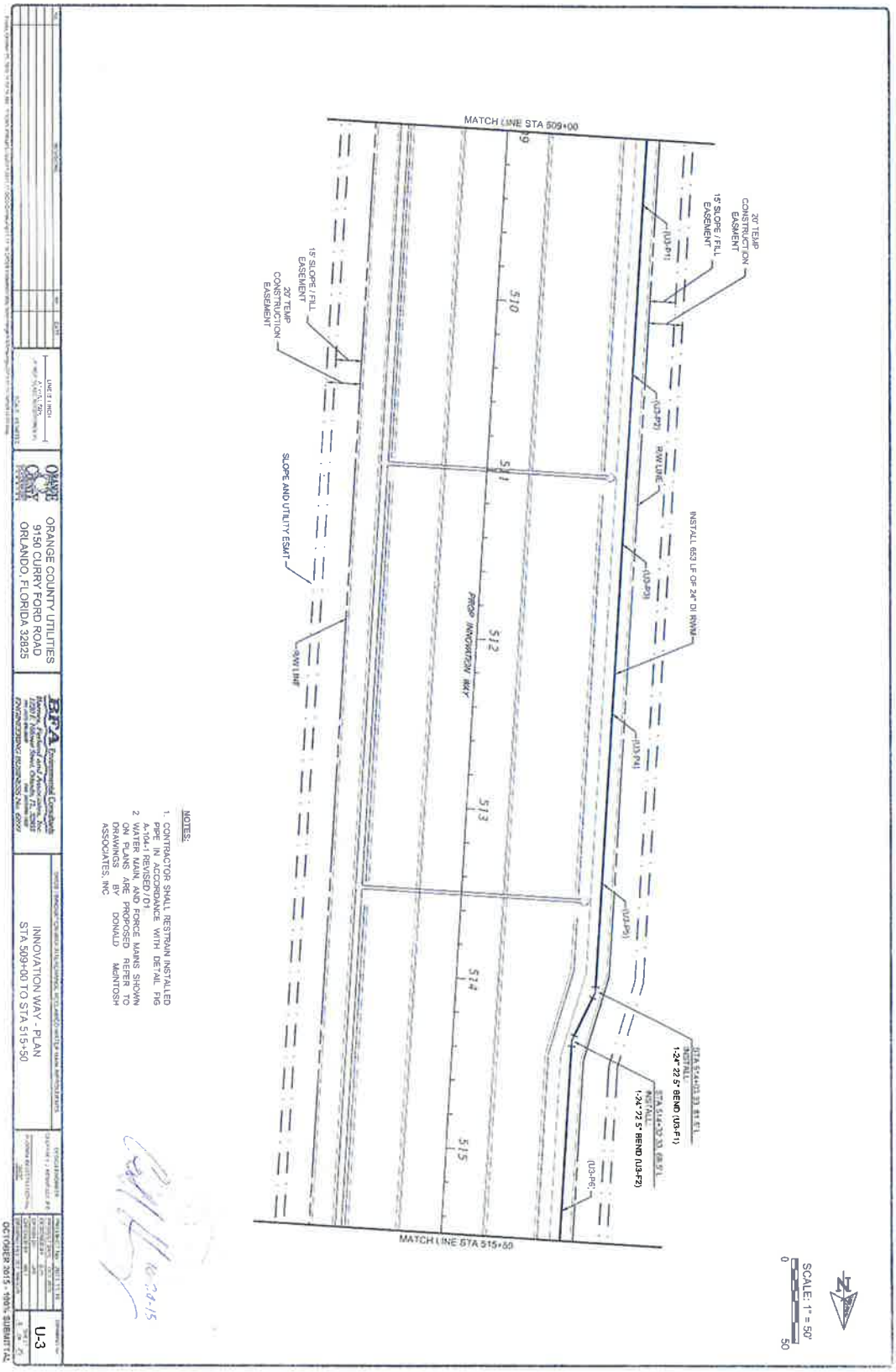
SUMMARY OF PAY ITEMS

DRAWING NO. G-5

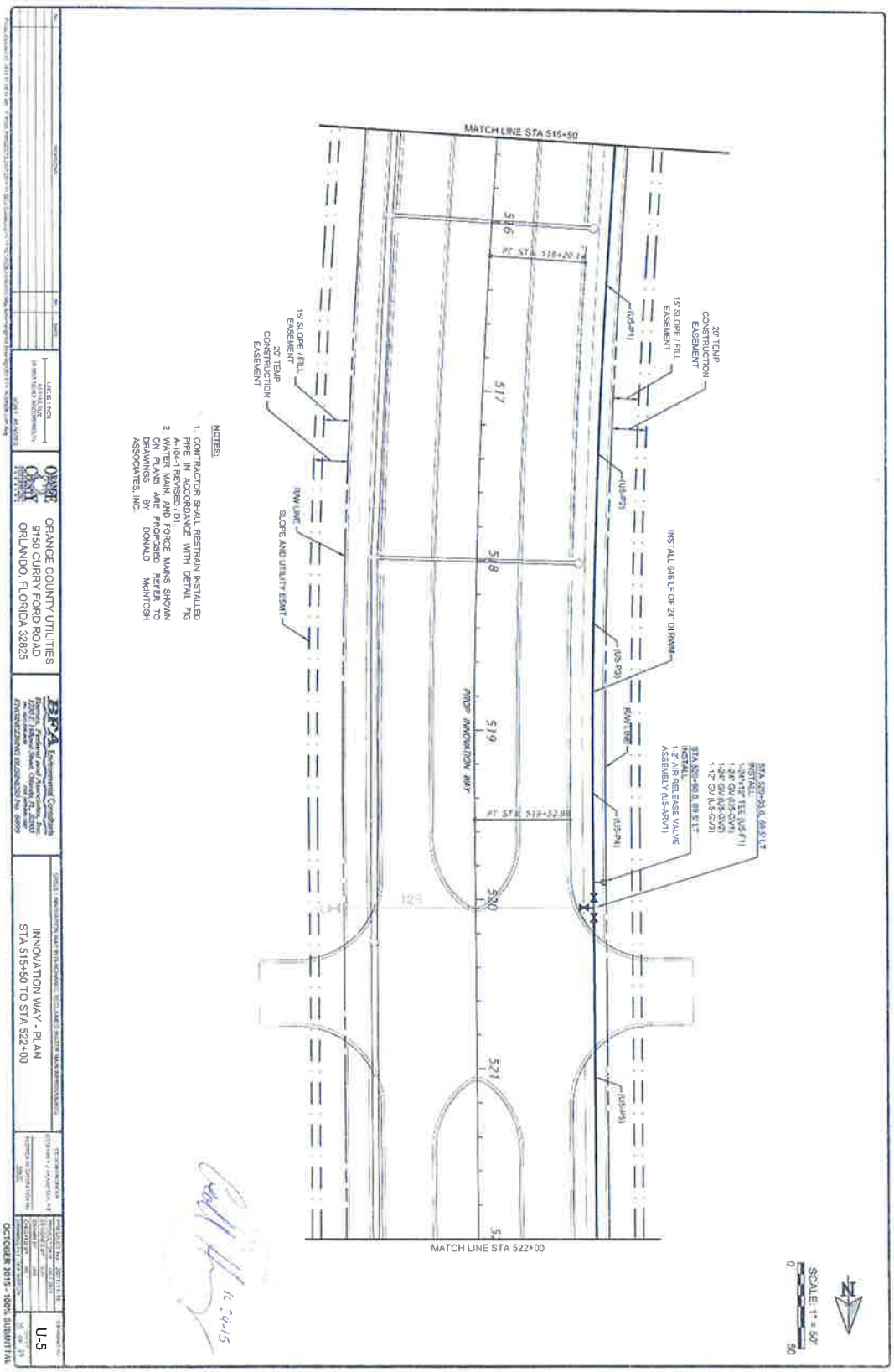
OCTOBER 2015 - 100% SUBMITTAL

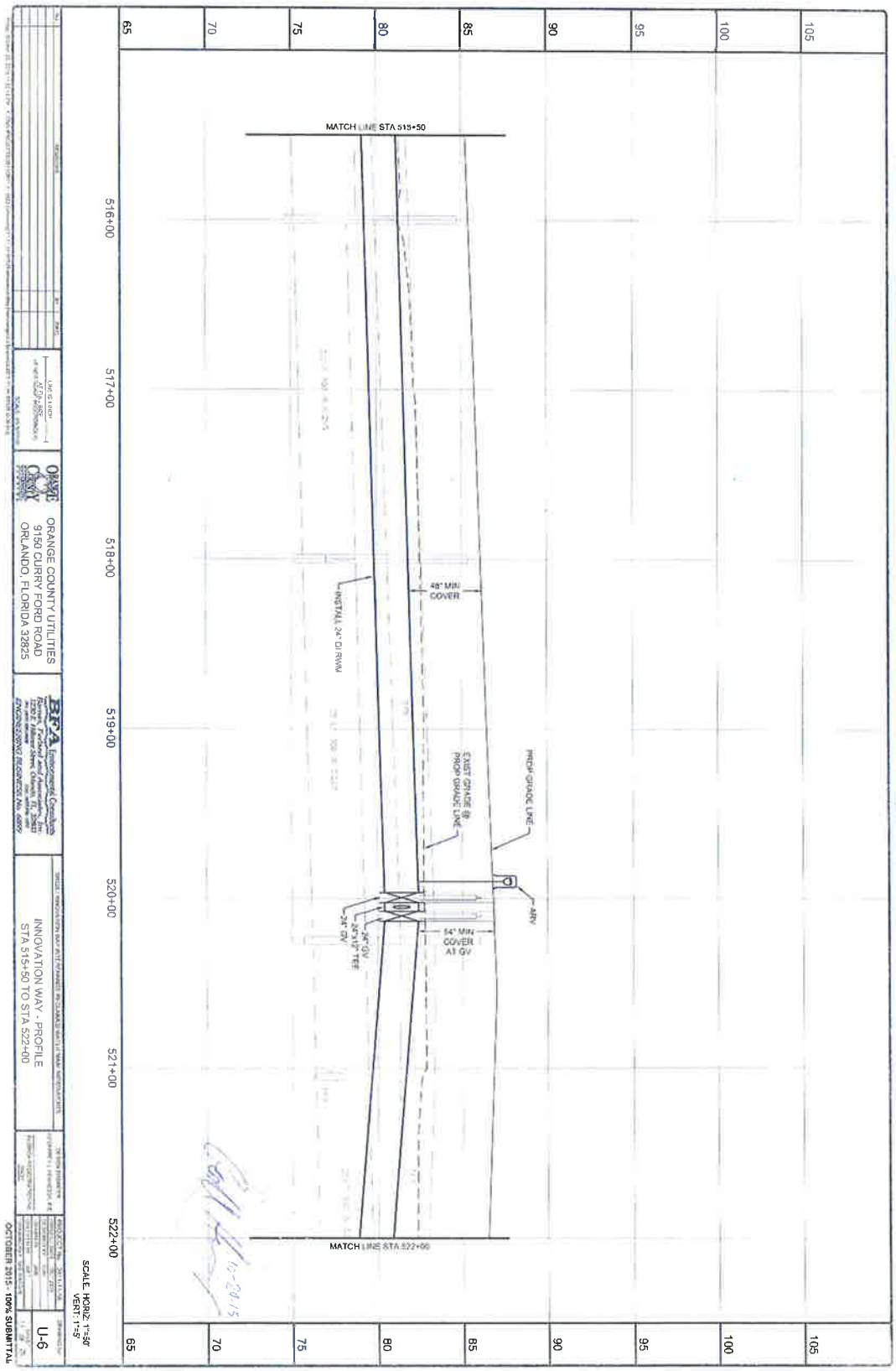

POT STA 504+10.00
505
506
507
508
R/W LINE
15' SLOPE / FILL EASEMENT
20' TEMP CONSTRUCTION EASEMENT
PROP AEROSPACE PKWY
PROP INNOVATION WAY
MATCH LINE STA 509+00
SLOPE AND UTILITY ESMT
INSTALL 301 LF OF 16" DI R/MA
INSTALL 274 LF OF 24" DI R/MA
SCALE: 1" = 50'
0
50
NOTES:
1. CONTRACTOR SHALL RESTRAIN INSTALLED PIPE IN ACCORDANCE WITH DETAIL 4/D1 "RESTRAINED PIPE TABLE WATER AND RECLAIMED WATER MAINS".
2. WATER MAIN AND FORCE MAINS SHOWN ON PLANS ARE PROPOSED. REFER TO DRAWINGS BY DONALD MCINTOSH ASSOCIATES, INC.
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PLAN
STA 504+40 TO STA 509+00
U-1
OCTOBER 2015 - 100% SUBMITTAL

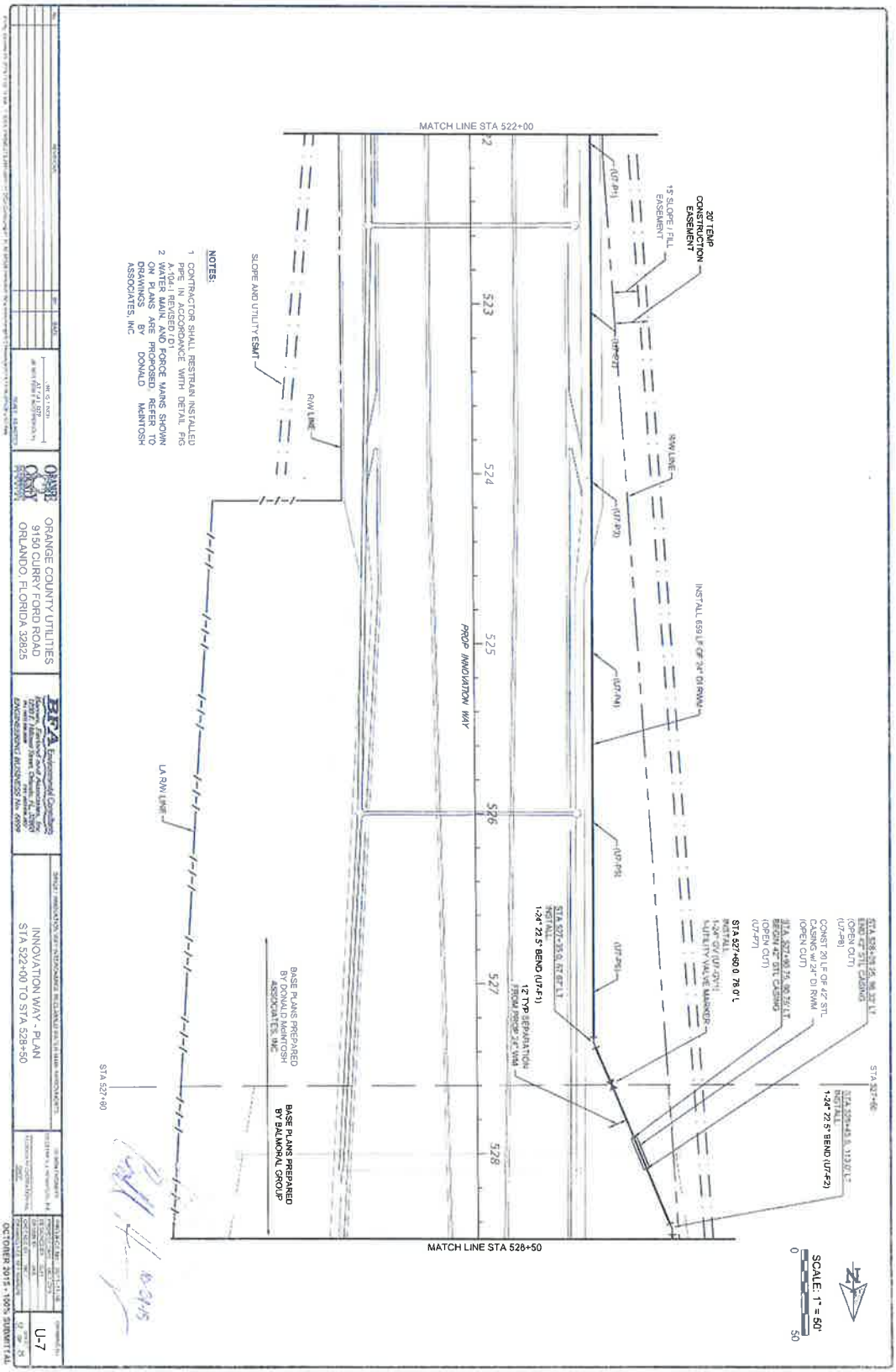

503+00
504+00
505+00
506+00
507+00
508+00
509+00
65
70
75
80
85
90
95
100
105
54" MIN COVER AT GV
24"x16" TEE
24" GV
INSTALL 24" DI HWM
EXIST GRADE @ PROP GRADE LINE
PROP GRADE LINE
48" MIN COVER
MATCH LINE STA 509+00
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PROFILE
STA 504+40 TO STA 509+00
U-2
SCALE: HORIZ: 1"=50'
VERT: 1"=5'
OCTOBER 2015 - 100% SUBMITTAL

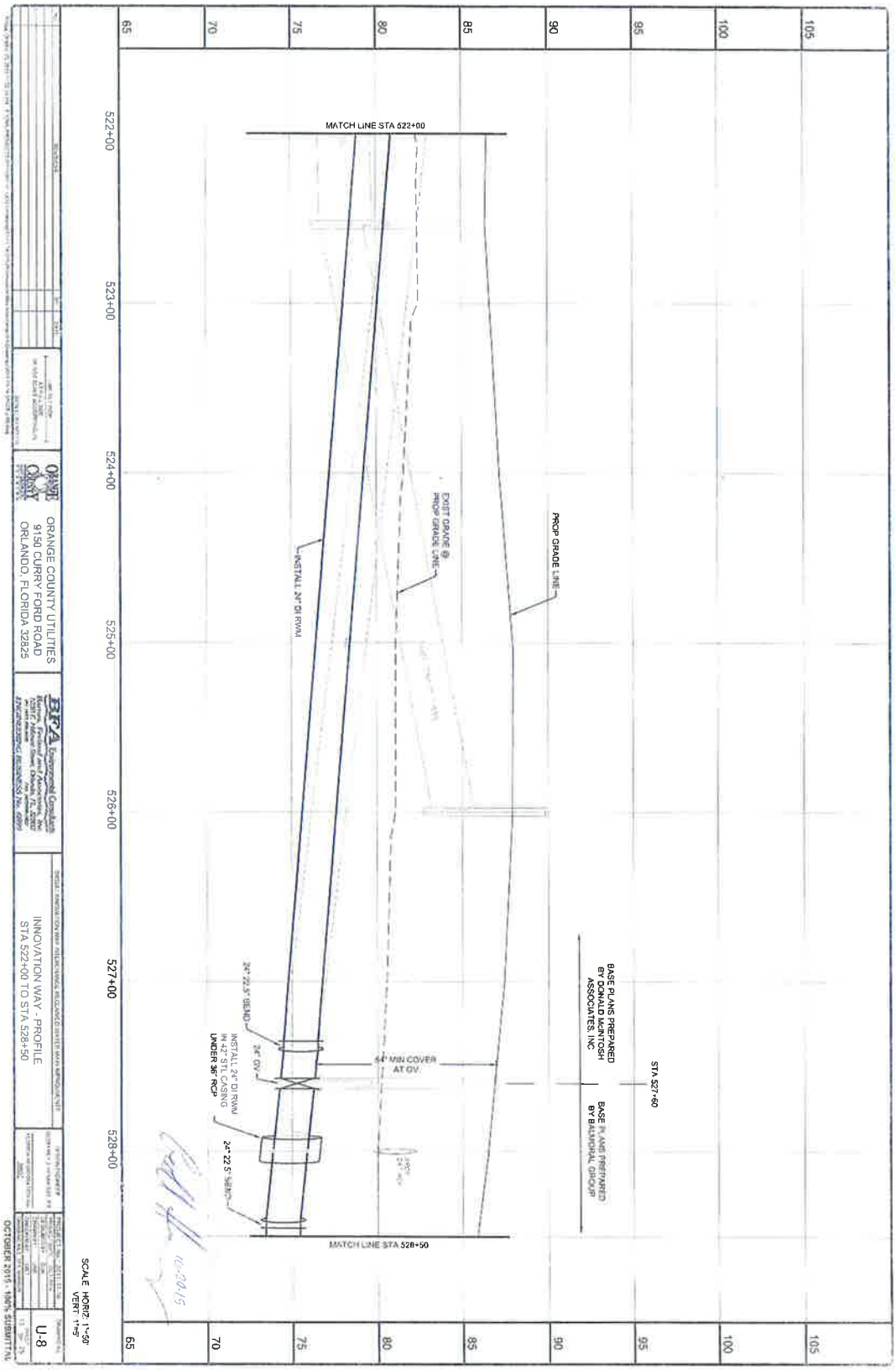

MATCH LINE STA 509+00
20' TEMP CONSTRUCTION EASEMENT
15' SLOPE / FILL EASEMENT
15' SLOPE / FILL EASEMENT
20' TEMP CONSTRUCTION EASEMENT
SLOPE AND UTILITY ESMT
R/W LINE
PROP INNOVATION WAY
INSTALL 653 LF OF 24" DI R/WM
INSTALL 1-24" 22.5° BEND (U3-F1)
INSTALL 1-24" 22.5° BEND (U3-F2)
(U3-P1)
(U3-P2)
(U3-P3)
(U3-P4)
(U3-P5)
(U3-P6)
510
511
512
513
514
515
MATCH LINE STA 515+50
SCALE: 1" = 50'
0
50
NOTES:
1. CONTRACTOR SHALL RESTRAIN INSTALLED PIPE IN ACCORDANCE WITH DETAIL FIG A-104-1 REVISED TO 1" FORCE MAINS SHOWN ON PLANS ARE PROPOSED DRAWINGS BY DONALD McINTOSH ASSOCIATES, INC
2. WATER MAINS AND FORCE MAINS SHOWN ON PLANS ARE PROPOSED. REFER TO
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
BPA Incorporated Consultants
INNOVATION WAY - PLAN
STA 509+00 TO STA 515+50
U-3
OCTOBER 2015 - 100% SUBMITTAL

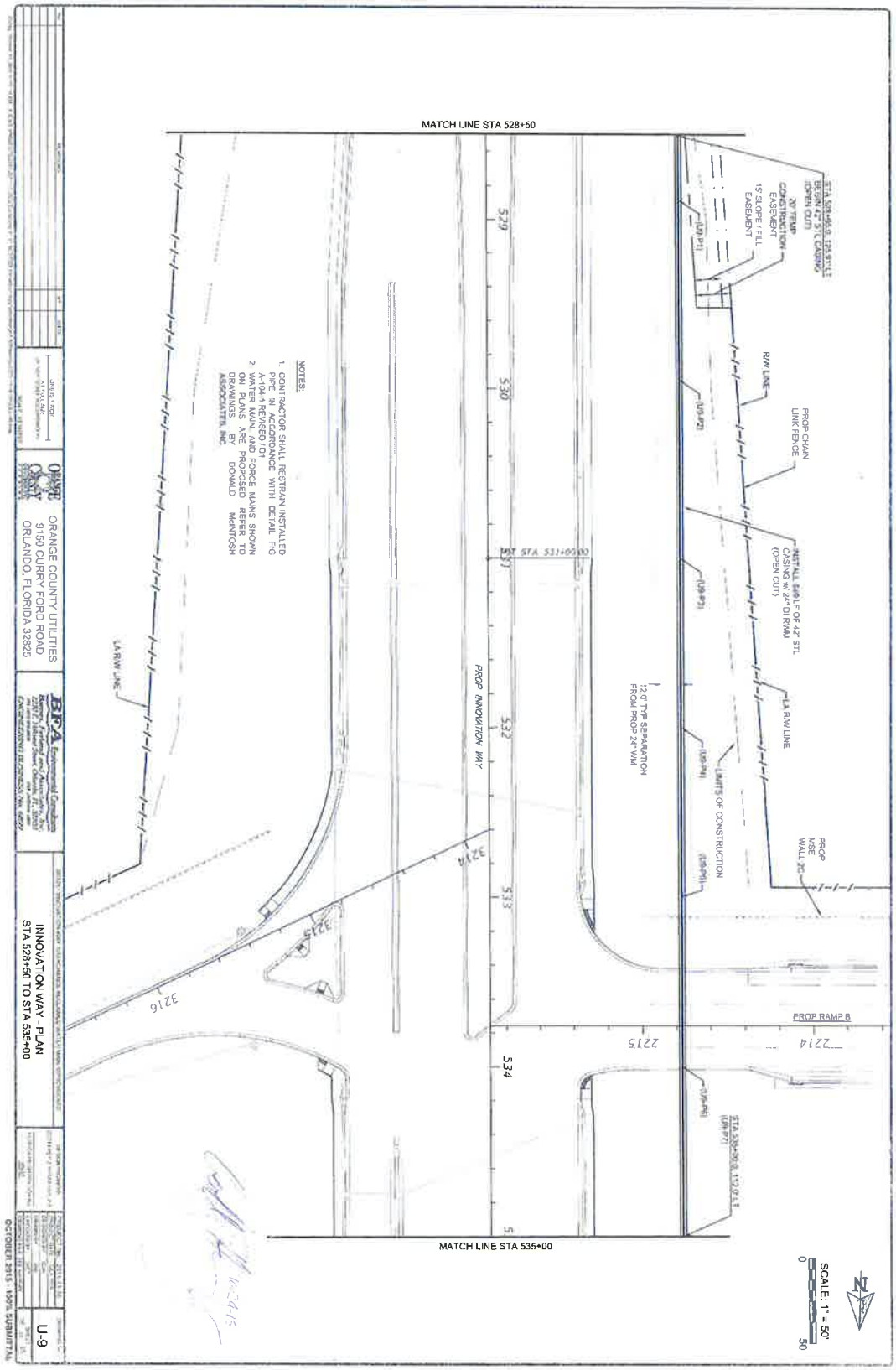
MATCH LINE STA 509+00
48" MIN COVER
EXIST GRADE @ PROP GRADE LINE
PROP GRADE LINE
INSTALL 24" DI RAM
24" 22.5° BEND
24" 22.5° BEND
MATCH LINE STA 515+00
509+00
510+00
511+00
512+00
513+00
514+00
515+00
65
70
75
80
85
90
95
100
105
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PROFILE
STA 509+00 TO STA 515+50
U-4
SCALE: HORZ. 1"=50'
VERT. 1"=5'
OCTOBER 2015 - 100% SUBMITTAL


MATCH LINE STA 515+50
MATCH LINE STA 522+00
INSTALL 646 LF OF 24" DI RWM
20' TEMP CONSTRUCTION EASEMENT
15' SLOPE / FILL EASEMENT
15' SLOPE / FILL EASEMENT
20' TEMP CONSTRUCTION EASEMENT
R/W LINE
SLOPE AND UTILITY ESMT
PROP INNOVATION WAY
PC STA: 516+20.14
PT STA: 519+32.98
516
517
518
519
520
521
125
SCALE: 1" = 50'
0
50
NOTES:
1. CONTRACTOR SHALL RESTRAIN INSTALLED PIPE IN ACCORDANCE WITH DETAIL FIG A-104-1 REVISED / D1.
2. WATER MAIN AND FORCE MAINS SHOWN ON PLANS ARE PROPOSED REFER TO DRAWINGS BY DONALD McINTOSH ASSOCIATES, INC.
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PLAN
STA 515+50 TO STA 522+00
U-5
OCTOBER 2015 - 100% SUBMITTAL


MATCH LINE STA 515+50
MATCH LINE STA 522+00
48" MIN COVER
INSTALL 24" DI RWM
EXIST GRADE @ PROP GRADE LINE
PROP GRADE LINE
ARV
54" MIN COVER AT GV
24" GV
24"x12" TEE
24" GV
516+00
517+00
518+00
519+00
520+00
521+00
522+00
65
70
75
80
85
90
95
100
105
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PROFILE
STA 515+50 TO STA 522+00
U-6
SCALE: HORIZ. 1"=50'
VERT. 1"=5'
OCTOBER 2015 - 100% SUBMITTAL


MATCH LINE STA 522+00
20' TEMP CONSTRUCTION EASEMENT
15' SLOPE / FILL EASEMENT
R/W LINE
SLOPE AND UTILITY ESMT
INSTALL 659 LF OF 24" DI R/WM
PROP INNOVATION WAY
STA 527+60.0 76.0' L INSTALL 1-24" GV (UT-27) UTILITY VALVE MARKER
STA 527+35.0, 67.68' LT INSTALL 1-24" 22.5° BEND (UT-F1)
12' TYP SEPARATION FROM PROP 24" WM
STA 527+45.5, 113.0' LT 1-24" 22.5° BEND (UT-F2)
CONST 20 LF OF 42" STL CASING (w/ 24" DI R/WM (OPEN CUT)
BEGIN 42" STL CASING (OPEN CUT) (UT-F7)
STA 527+60
BASE PLANS PREPARED BY DONALD McINTOSH ASSOCIATES, INC
BASE PLANS PREPARED BY BALMORAL GROUP
LA R/W LINE
STA 527+60
MATCH LINE STA 528+50
SCALE: 1" = 50'
0
50
NOTES:
1 CONTRACTOR SHALL RESTRAIN INSTALLED PIPE IN ACCORDANCE WITH DETAIL PIG A-104-I REVISED I.D.1.
2 WATER MAIN AND FORCE MAINS SHOWN ON PLANS ARE PROPOSED. REFER TO DRAWINGS BY DONALD McINTOSH ASSOCIATES, INC
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PLAN
STA 522+00 TO STA 528+50
U-7
OCTOBER 2015 - 100% SUBMITTAL


MATCH LINE STA 522+00
EXIST GRADE @ PROP GRADE LINE
PROP GRADE LINE
INSTALL 24" DI RWM
24" 22.5° BEND
24" GV
54" MIN COVER AT GV
INSTALL 24" DI RWM IN 42" STL CASING UNDER 36" RCP
24" 22.5° BEND
MATCH LINE STA 528+50
BASE PLANS PREPARED BY DONALD McINTOSH ASSOCIATES, INC
BASE PLANS PREPARED BY BAUMGAL GROUP
STA 527+60
522+00
523+00
524+00
525+00
526+00
527+00
528+00
65
70
75
80
85
90
95
100
105
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PROFILE
STA 522+00 TO STA 528+50
U-8
SCALE HORIZ 1"=50'
VERT 1"=5'
OCTOBER 2015 - 100% SUBMITTAL

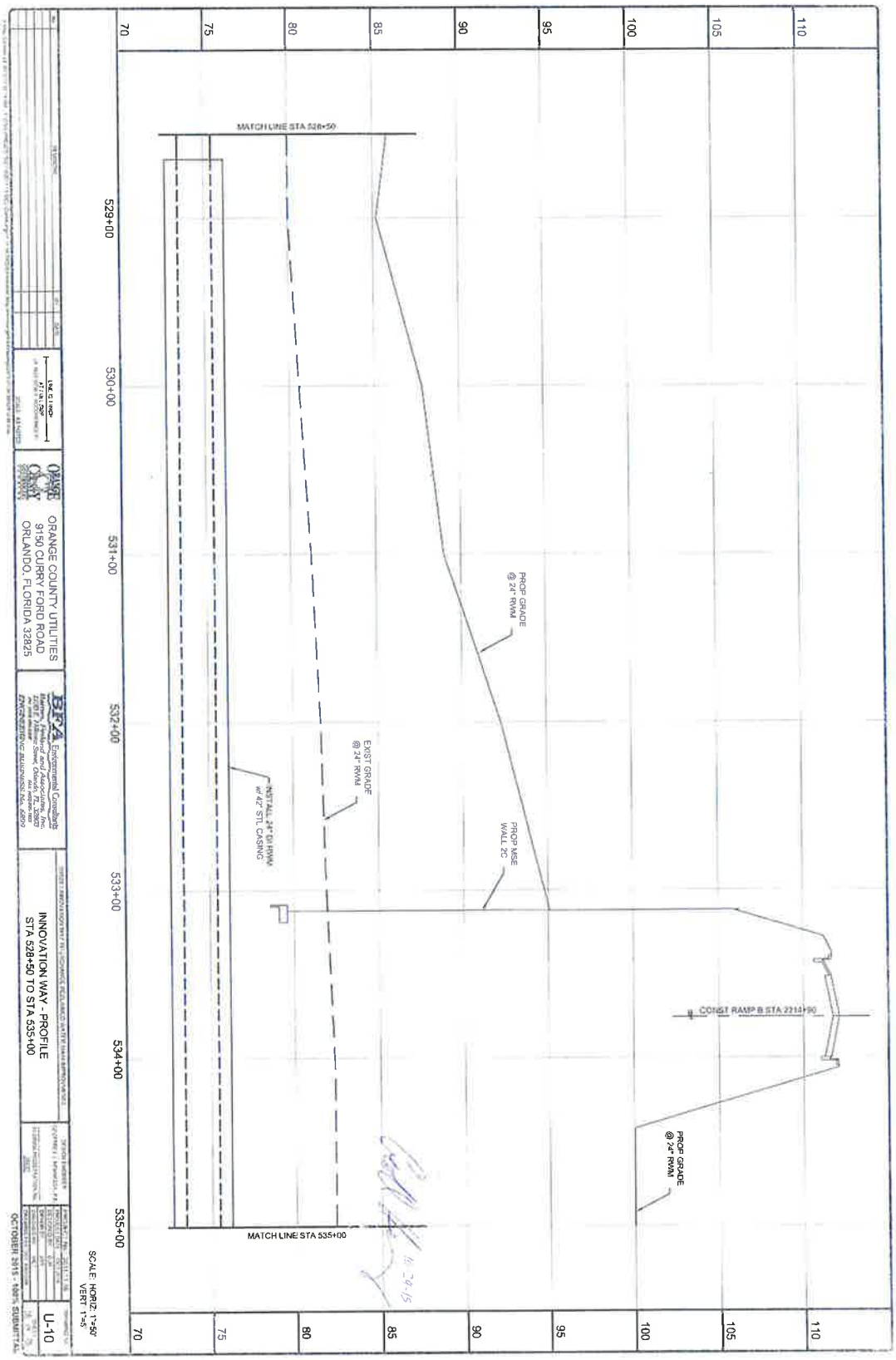


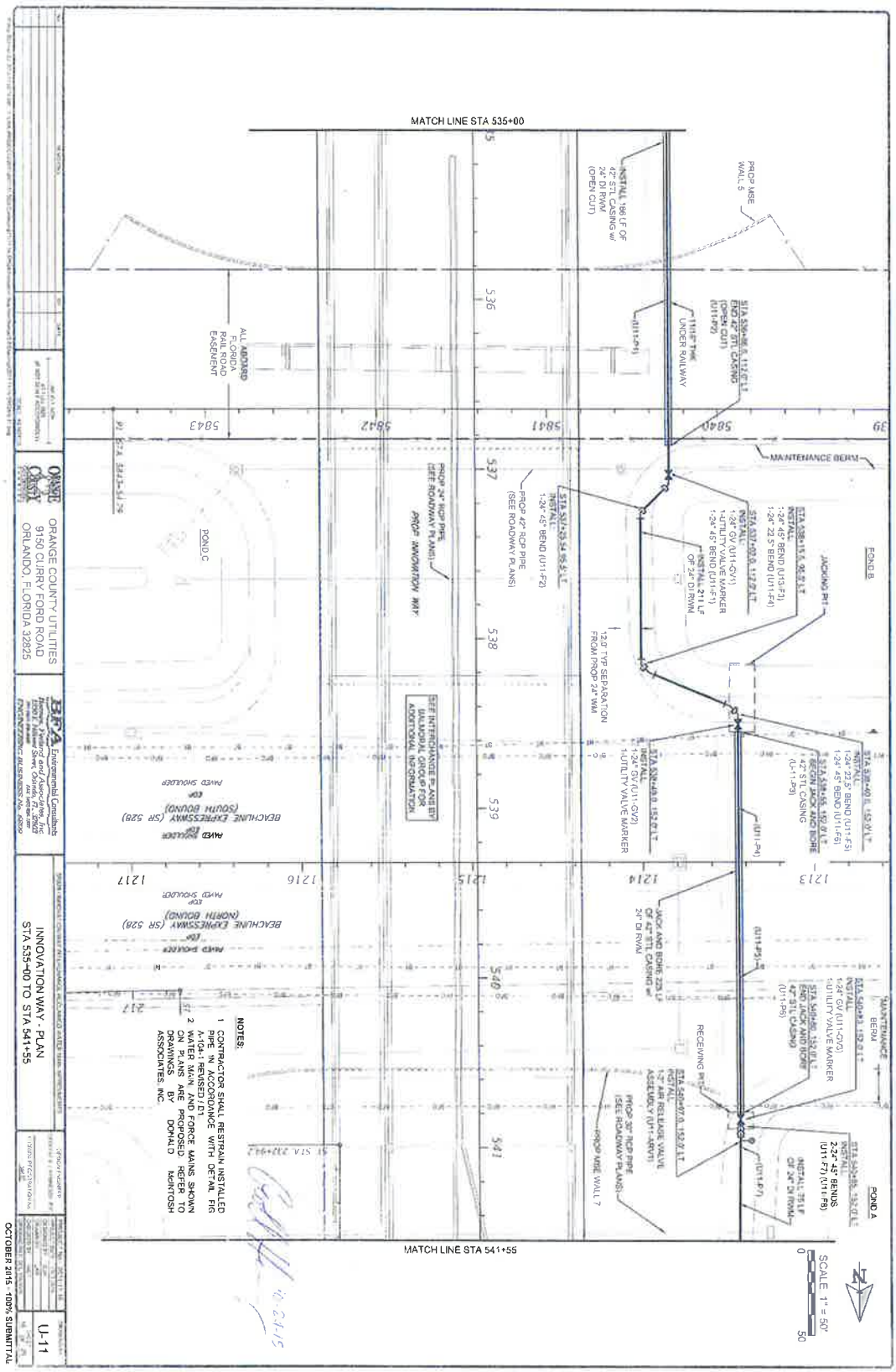
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

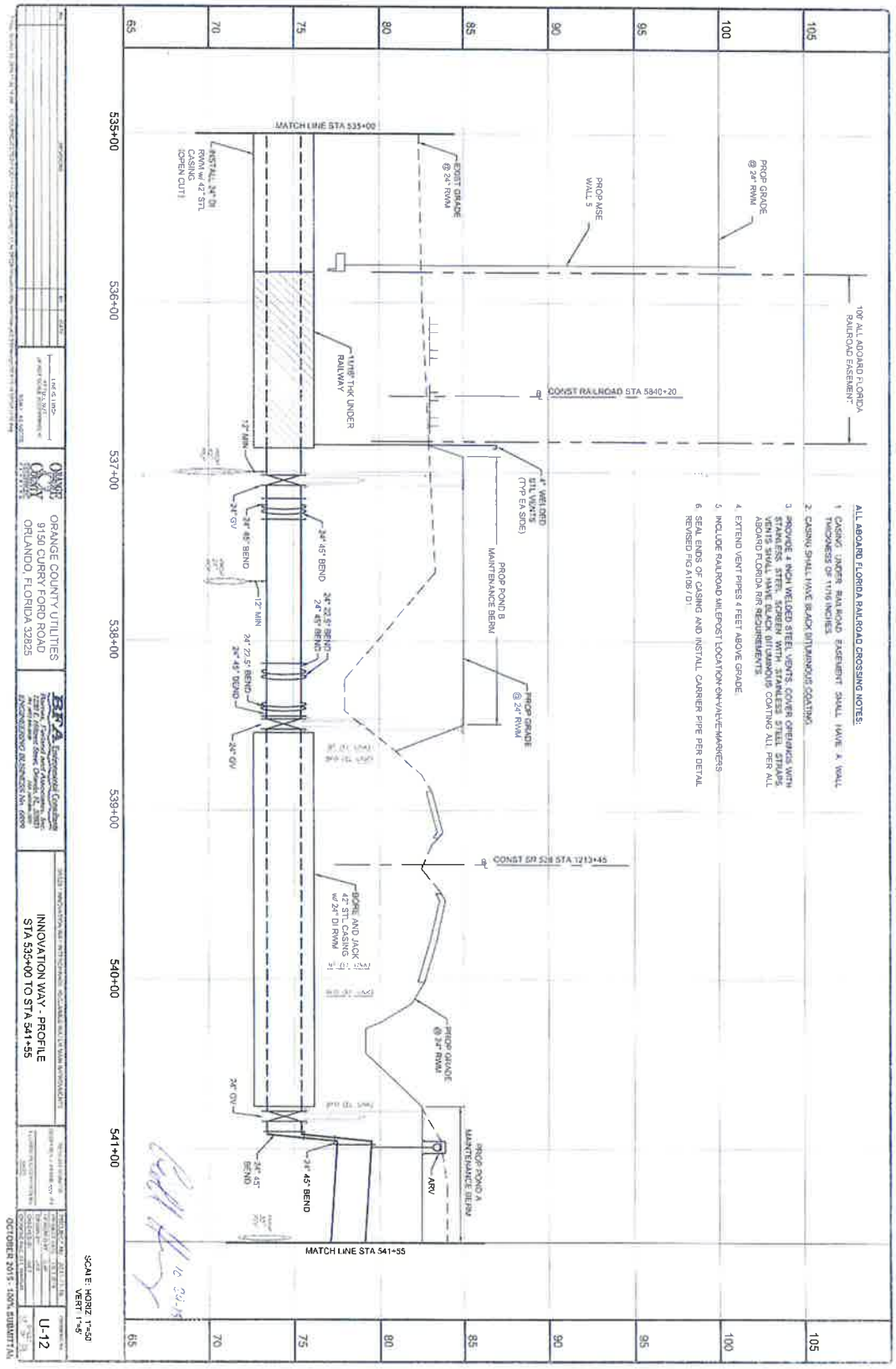
INNOVATION WAY - PLAN
STA 528+50 TO STA 535+00

U-9

OCTOBER 2019 - 0001 - SURVEY.DWG


MATCH LINE STA 528+50
PROP GRADE @ 24" RWM
EXIST GRADE @ 24" RWM
INSTALL 24" DI RWM w/ 42" STL CASING
PROP MSE WALL 2C
CONST RAMP B STA 2214+90
PROP GRADE @ 24" RWM
MATCH LINE STA 535+00
529+00
530+00
531+00
532+00
533+00
534+00
535+00
70
75
80
85
90
95
100
105
110
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PROFILE
STA 528+50 TO STA 535+00
U-10
SCALE HORIZ: 1"=50'
VERT 1"=5
OCTOBER 2015 - 100% SUBMITTAL


MATCH LINE STA 535+00
MATCH LINE STA 541+55
MAINTENANCE BERM
POND B
POND C
POND A
JACKING PIT
RECEIVING PIT
PROP MSE WALL 5
PROP MSE WALL 7
ALL AROUND FLORIDA RAIL ROAD EASEMENT
UNDER RAILWAY
BEACHLINE EXPRESSWAY (SR 528) (NORTH BOUND)
BEACHLINE EXPRESSWAY (SR 528) (SOUTH BOUND)
PAVED SHOULDER
SEE INTERCHANGE PLANS SET (BARTON GROUP) FOR ADDITIONAL INFORMATION
PROP 24" RCP PIPE (SEE ROADWAY PLANS)
PROP 42" RCP PIPE (SEE ROADWAY PLANS)
PROP 30" RCP PIPE (SEE ROADWAY PLANS)
12.0' TYP SEPARATION FROM PROP 24" WM
INSTALL 196 LF OF 42" STL CASING w/ 24" DI RWM (OPEN CUT)
INSTALL: 111 LF OF 42" STL CASING w/ 24" DI RWM
INSTALL: 151 LF OF 24" DI RWM
INSTALL: 355 LF OF 24" DI RWM
JACK AND BORE 229 LF OF 42" STL CASING w/ 24" DI RWM
RECON JACK AND BORE 42" STL CASING (U11-P3)
JACK AND BORE 42" STL CASING (U11-P5)
INSTALL 1-24" GV (U11-GV1)
INSTALL 1-24" GV (U11-GV2)
1-UTILITY VALVE MARKER
1-24" 45° BEND (U11-F1)
1-24" 22.5° BEND (U11-F2)
1-24" 45° BEND (U11-F3)
1-24" 45° BEND (U11-F4)
1-24" 45° BEND (U11-F5)
1-24" 45° BEND (U11-F6)
2-24" 45° BENDS (U11-F7),(U11-F8)
1-24" GV (U11-GV3)
1-UTILITY VALVE MARKER
1-6" AIR RELEASE VALVE ASSEMBLY (U11-ARV1)
(U11-P1)
(U11-P2)
(U11-P4)
(U11-P6)
(U11-P7)
5836
5837
5838
5839
5840
5841
5842
5843
536
537
538
539
540
541
1213
1214
1215
1216
1217
SCALE 1" = 50'
0
50
N
NOTES:
1 CONTRACTOR SHALL RESTRAIN INSTALLED PIPE IN ACCORDANCE WITH DETAIL FIG A-104-1 REVISED (D1)
2 WATER MAIN AND FORCE MAINS SHOWN ON PLANS ARE PROPOSED REFER TO DRAWINGS BY DONALD McINTOSH ASSOCIATES, INC.
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
Environmental Consultants
INNOVATION WAY - PLAN
STA 535+00 TO STA 541+55
U-11
OCTOBER 21ST, 2015 - 100% SUBMITTAL



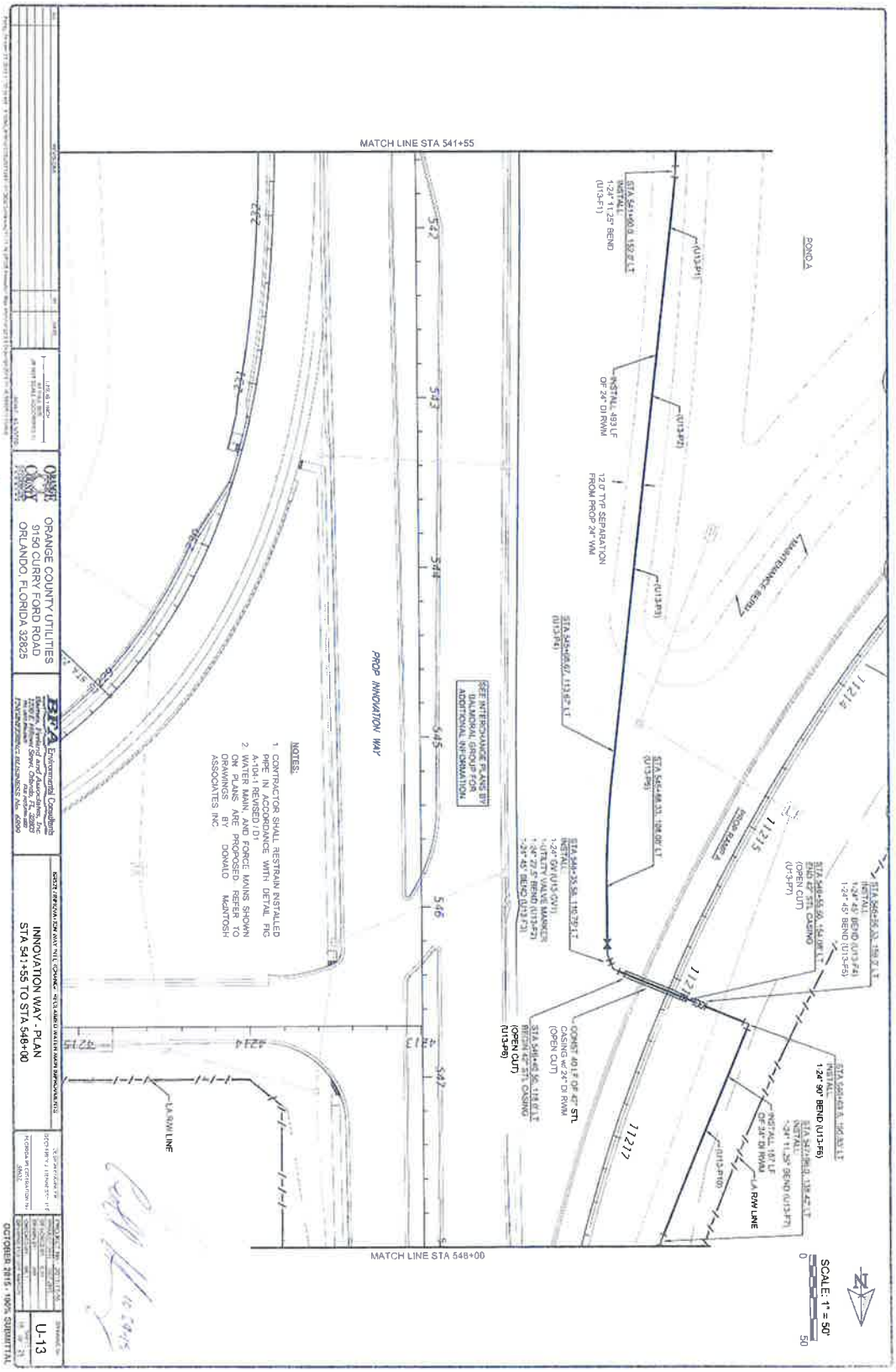
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

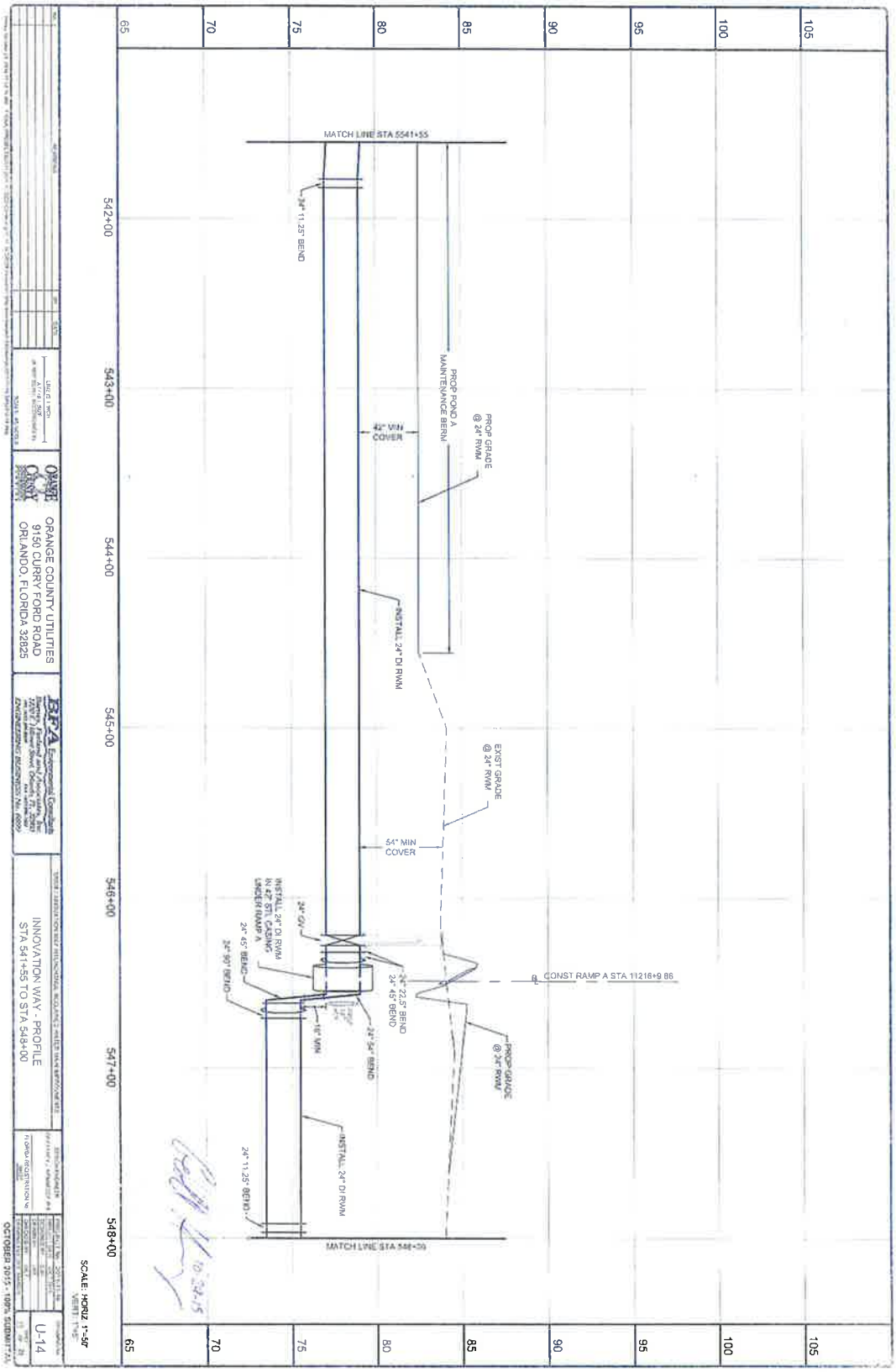
INNOVATION WAY - PROFILE
STA 535+00 TO STA 541+55

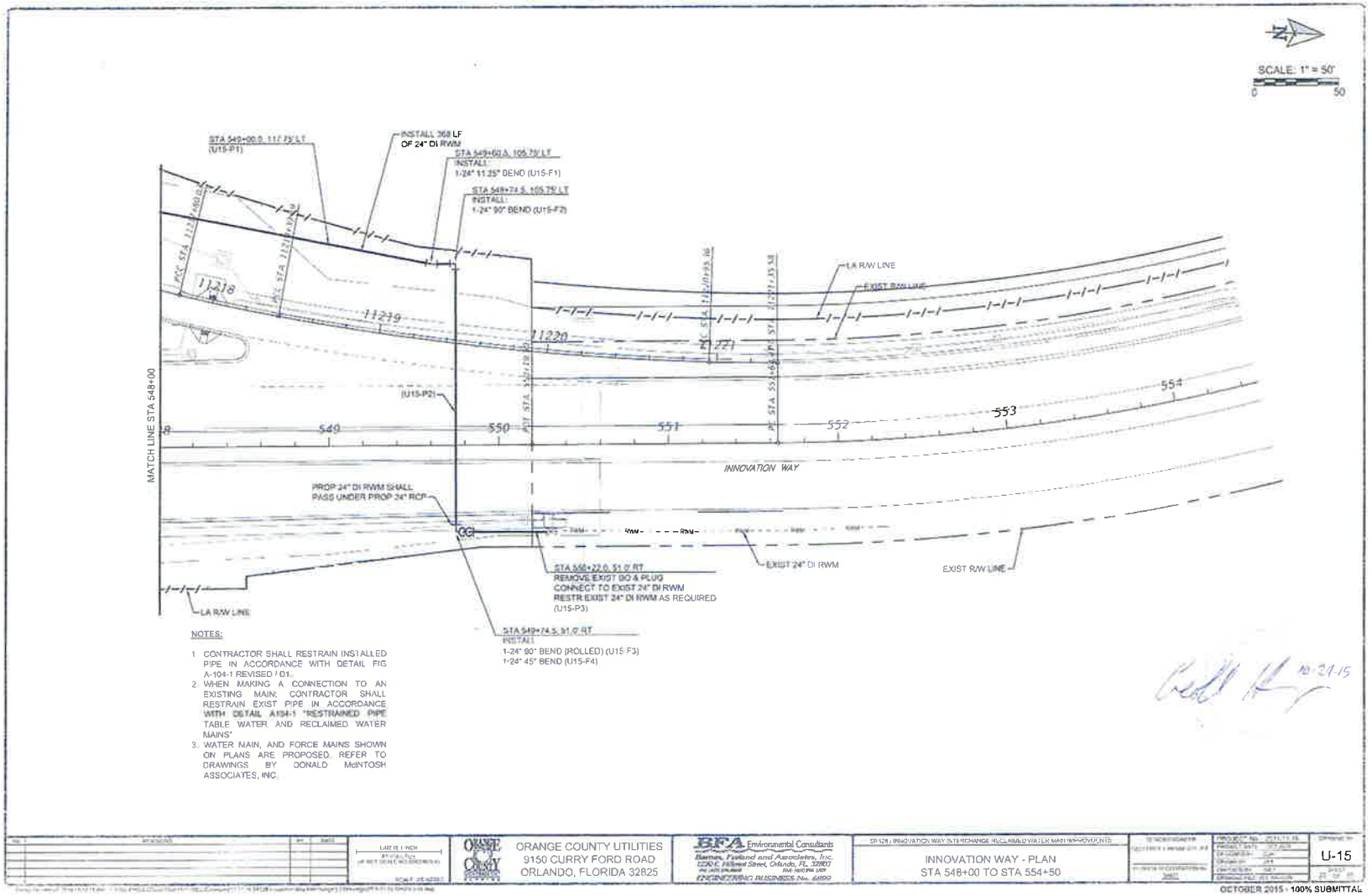
U-12

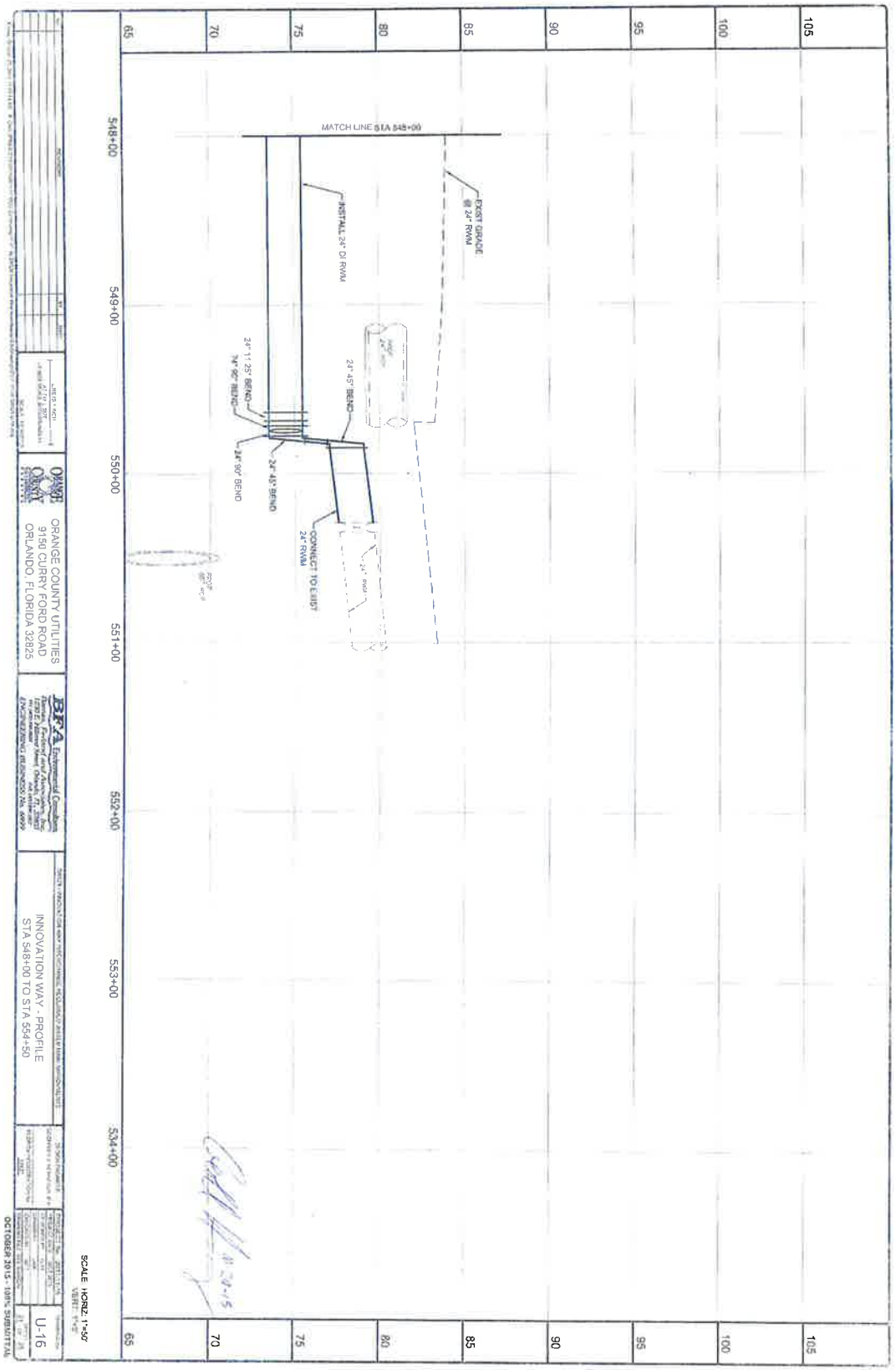
SCALE: HORIZ 1"=50'
VERT 1"=5'

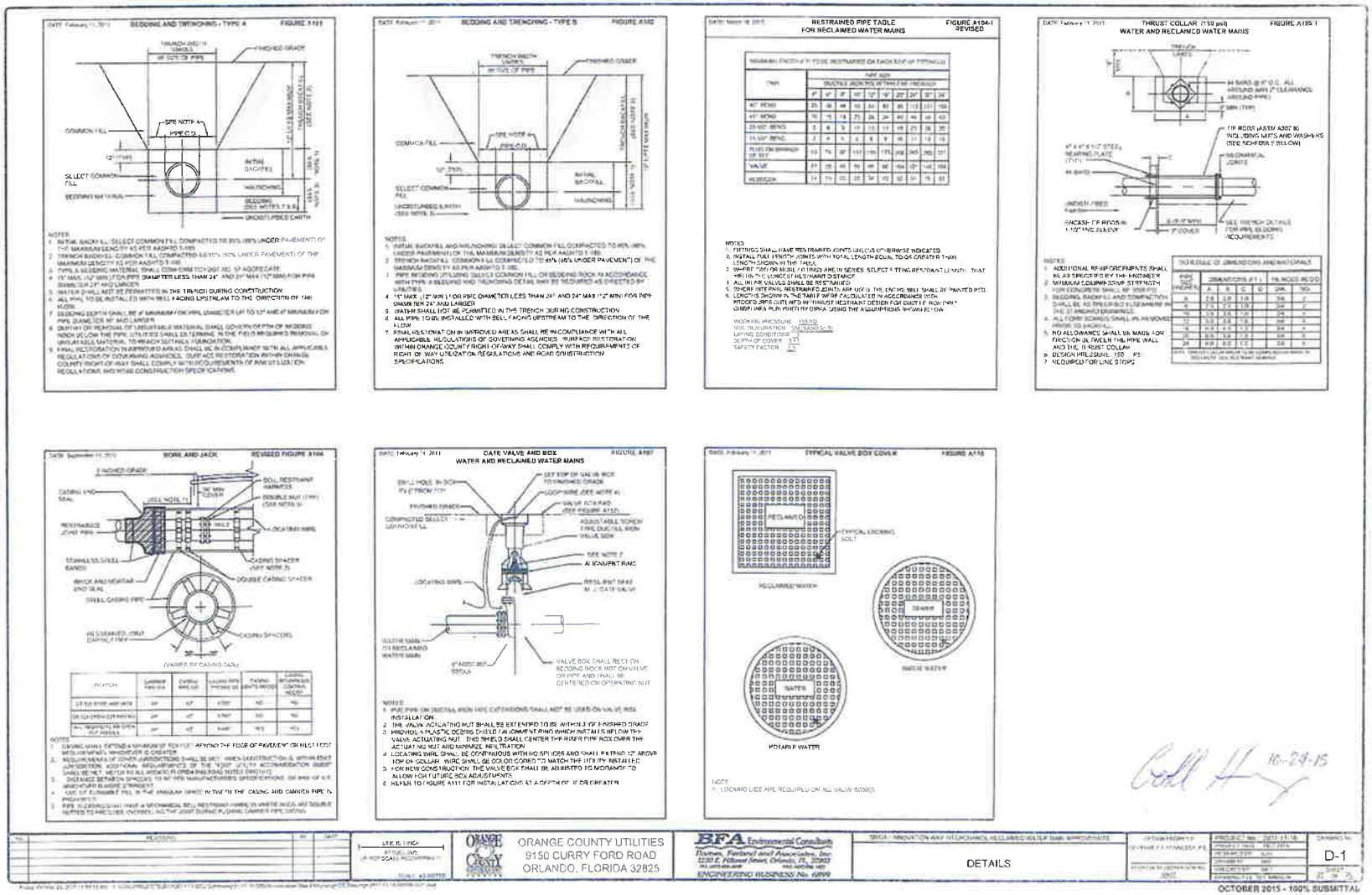
OCTOBER 2015 - 100% SUBMITTAL


MATCH LINE STA 541+55
MATCH LINE STA 548+00
PROP INNOVATION WAY
POND A
INSTALL 493 LF OF 24" DI RWM
12.0' TYP SEPARATION FROM PROP 24" WM
CONST 40 LF OF 42" STL CASING w/ 24" DI RWM (OPEN CUT)
SEE INTERCHANGE PLANS BY DALMONIA GROUP FOR ADDITIONAL INFORMATION
NOTES:
1. CONTRACTOR SHALL RESTRAIN INSTALLED PIPE IN ACCORDANCE WITH DETAIL FIG A-104-1 REVISED / D1
2. WATER MAIN, AND FORCE MAINS SHOWN ON PLANS ARE PROPOSED REFER TO DRAWINGS BY DONALD MACINTOSH ASSOCIATES INC
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PLAN
STA 541+55 TO STA 548+00
SCALE: 1" = 50'
OCTOBER 2015 - 100% SUBMITTAL
U-13

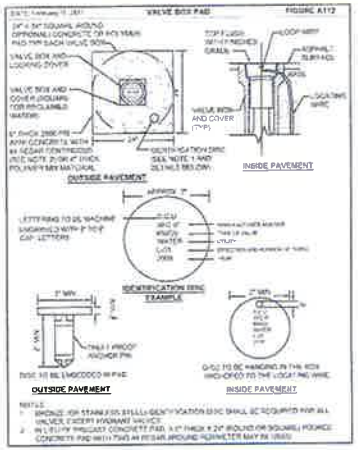

65
70
75
80
85
90
95
100
105
542+00
543+00
544+00
545+00
546+00
547+00
548+00
MATCH LINE STA 5541+55
MATCH LINE STA 548+39
24" 11.25° BEND
PROP POND A MAINTENANCE BERM
PROP GRADE @ 24" RWM
42" MIN COVER
INSTALL 24" DI RWM
EXIST GRADE @ 24" RWM
54" MIN COVER
INSTALL 24" DI RWM IN 42" STL CASING UNDER RAMP A
24" GV
24" 45° BEND
24" 90° BEND
16" MIN
24" 22.5° BEND
24" 45° BEND
24" 24" BEND
℄ CONST RAMP A STA 11216+9.86
PROP GRADE @ 24" RWM
INSTALL 24" DI RWM
24" 11.25° BEND
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
INNOVATION WAY - PROFILE
STA 541+55 TO STA 548+00
U-14
SCALE: HORIZ 1"=50'
OCTOBER 2015 - 100% SUBMITTAL

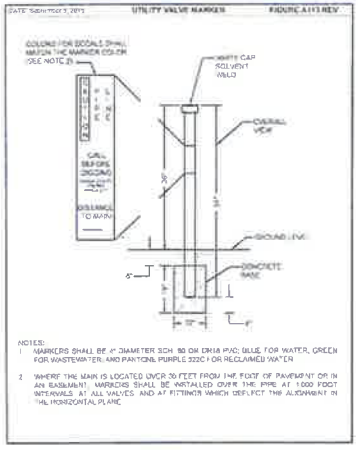

SCALE: 1" = 50'
0
50
STA 549+00.0, 117.75' LT
(U15-P1)
INSTALL 368 LF
OF 24" DI RWM
STA 549+60.0, 105.75' LT
INSTALL:
1-24" 11.25° BEND (U15-F1)
STA 549+74.5, 105.75' LT
INSTALL:
1-24" 90° BEND (U15-F2)
LA R/W LINE
EXIST R/W LINE
11218
11219
11220
(U15-P2)
MATCH LINE STA 548+00
540
550
551
552
553
554
INNOVATION WAY
PROP 24" DI RWM SHALL
PASS UNDER PROP 24" RCP
STA 550+22.0, 51.0' RT
REMOVE EXIST 90 & PLUG
CONNECT TO EXIST 24" DI RWM
RESTR EXIST 24" DI RWM AS REQUIRED
(U15-P3)
EXIST 24" DI RWM
EXIST R/W LINE
LA R/W LINE
STA 549+74.5, 51.0' RT
INSTALL
1-24" 90° BEND (ROLLED) (U15-F3)
1-24" 45° BEND (U15-F4)
NOTES:
1. CONTRACTOR SHALL RESTRAIN INSTALLED PIPE IN ACCORDANCE WITH DETAIL FIG A-104-1 REVISED / D1.
2. WHEN MAKING A CONNECTION TO AN EXISTING MAIN, CONTRACTOR SHALL RESTRAIN EXIST PIPE IN ACCORDANCE WITH DETAIL A104-1 "RESTRAINED PIPE TABLE WATER AND RECLAIMED WATER MAINS"
3. WATER MAIN, AND FORCE MAINS SHOWN ON PLANS ARE PROPOSED. REFER TO DRAWINGS BY DONALD McINTOSH ASSOCIATES, INC.
10/21/15
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
BFA Environmental Consultants
Barnes, Fyeland and Associates, Inc.
1230 C. Hillcrest Street, Orlando, FL. 32803
ENGINEERING BUSINESS No. 6490
SR 528 / INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS
INNOVATION WAY - PLAN
STA 548+00 TO STA 554+50
U-15
OCTOBER 2015 - 100% SUBMITTAL

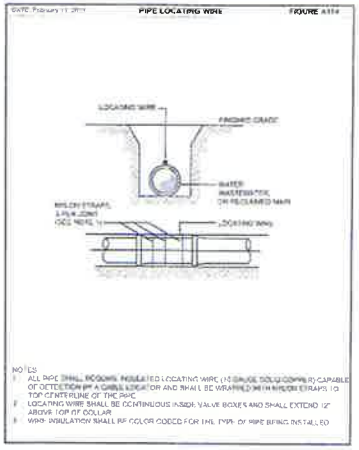

MATCH LINE STA 548+00
EXIST GRADE @ 24" RWM
INSTALL 24" DI RWM
24" 45° BEND
24" 11.25° BEND
74° 90° BEND
24" 90° BEND
24" 45° BEND
CONNECT TO EXIST 24" RWM
24" RWM
105
100
95
90
85
80
75
70
65
548+00
549+00
550+00
551+00
552+00
553+00
534+00
ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825
BFA Environmental Consultants
INNOVATION WAY - PROFILE
STA 548+00 TO STA 554+50
SCALE: HORIZ. 1"=50'
OCTOBER 2015 - 100% SUBMITTAL
U-16

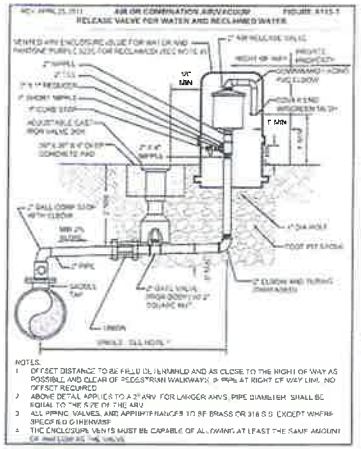


Utility Adjustment Agreement

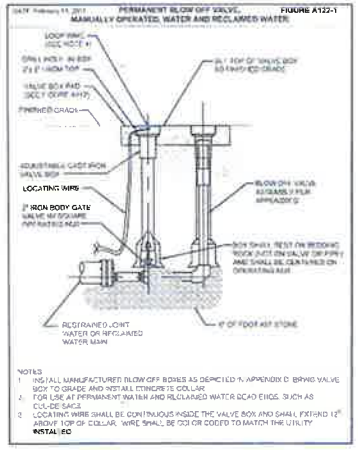












10-26-15

LINE IS 1 INCH AT FULL SIZE IF NOT EQUAL ADJUST SCALES

ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

BFA Environmental Consultants
Barnes, Ferland and Associates, Inc.
1130 E. Hillcrest Street, Orlando, FL 32803
ENGINEERING BUSINESS No. 6999

DETAILS

D-2

OCTOBER 2015 - 100% SUBMITTAL

Utility Adjustment Agreement

VALVE

ID NUMBER	PLAN SHEET #	EASTING	NORTHING	ELEVATION	VALVE TYPE	MAIN TYPE	VALVE SIZE	VALVE MFR	VALVE MODEL #	# OF TURNS TO CLOSE	GEAR ACTUATOR	GEAR RATIO	SIDE ACTUATOR	ACTUATOR MFR	COMMENTS
U1-GV1	U-1				GATE	RECLAIMED WATER	24"								
U1-GV2	U-1				GATE	RECLAIMED WATER	16"								
U1-BO1	U-1				BLOW-OFF	RECLAIMED WATER	2"								
U1-BO2	U-1				BLOW-OFF	RECLAIMED WATER	2"								
U5-GV1	U-5				GATE	RECLAIMED WATER	24"								
U5-GV2	U-5				GATE	RECLAIMED WATER	24"								
U5-GV3	U-5				GATE	RECLAIMED WATER	12"								
U5-ARV1	U-5				AIR RELEASE	RECLAIMED WATER	2"								
U7-GV1	U-7				GATE	RECLAIMED WATER	24"								
U11-GV1	U-11				GATE	RECLAIMED WATER	24"								
U11-GV2	U-11				GATE	RECLAIMED WATER	24"								
U11-GV3	U-11				GATE	RECLAIMED WATER	24"								
U11-ARV1	U-11				AIR RELEASE	RECLAIMED WATER	2"								
U13-GV1	U-13				GATE	RECLAIMED WATER	24"								

FITTING

ID NUMBER	PLAN SHEET #	EASTING	NORTHING	ELEVATION	MAIN TYPE	FITTING TYPE	COMMENTS
U1-F1	U-1				RECLAIMED WATER	24"x16" TEE	
U3-F1	U-3				RECLAIMED WATER	24" 22.5° BEND	
U3-F2	U-3				RECLAIMED WATER	24" 22.5° BEND	
U5-F1	U-5				RECLAIMED WATER	24"x12" TEE	
U7-F1	U-7				RECLAIMED WATER	24" 22.5° BEND	
U7-F2	U-7				RECLAIMED WATER	24" 22.5° BEND	
U11-F1	U-11				RECLAIMED WATER	24" 45° BEND	
U11-F2	U-11				RECLAIMED WATER	24" 45° BEND	
U11-F3	U-11				RECLAIMED WATER	24" 45° BEND	
U11-F4	U-11				RECLAIMED WATER	24" 22.5° BEND	
U11-F5	U-11				RECLAIMED WATER	24" 22.5° BEND	
U11-F6	U-11				RECLAIMED WATER	24" 45° BEND	
U11-F7	U-11				RECLAIMED WATER	24" 45° BEND	
U11-F8	U-11				RECLAIMED WATER	24" 45° BEND	
U13-F1	U-13				RECLAIMED WATER	24" 11.25° BEND	
U13-F2	U-13				RECLAIMED WATER	24" 22.5° BEND	
U13-F3	U-13				RECLAIMED WATER	24" 45° BEND	
U13-F4	U-13				RECLAIMED WATER	24" 45° BEND	
U13-F5	U-13				RECLAIMED WATER	24" 45° BEND	
U13-F6	U-13				RECLAIMED WATER	24" 90° BEND	
U13-F7	U-13				RECLAIMED WATER	24" 11.25° BEND	
U15-F1	U-15				RECLAIMED WATER	24" 11.25° BEND	
U15-F2	U-15				RECLAIMED WATER	24" 90° BEND	
U15-F3	U-15				RECLAIMED WATER	24" 90° BEND	
U15-F4	U-15				RECLAIMED WATER	24" 45° BEND	

10-29-15

ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

BFA Environmental Consultants
Dames, Ferland and Associates, Inc.
1230 E. Hillcrest Street, Orlando, FL, 32803

AS-BUILT COORDINATE ASSET TABLE

CA-1

OCTOBER 2015 - 100% SUBMITTAL

ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825

AS-BUILT COORDINATE ASSET TABLE

CA-7

OCTOBER 2015 - 100% SUBMITTAL

EXHIBIT "B"
UTILITY COST ESTIMATE

ORANGE COUNTY UTILITIES

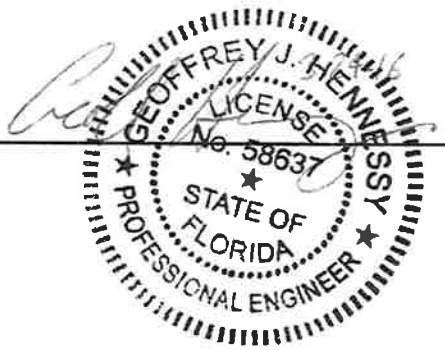
SR 528/ INNOVATION WAY INTERCHANGE RECLAIMED WATER MAIN IMPROVEMENTS

FINAL BID SUBMITTAL ENGINEER'S ESTIMATE

3/24/16

ITEM NUMBER	CFX PAY ITEM DESCRIPTION	ACUTAL 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"")	24" 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	$575	$515,200
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")	24" 11.25 DEGREE BEND	EA	3	$2,400	$7,200
		24" 22.5 DEGREE BEND	EA	7	$2,600	$18,200
		24" 45 DEGREE BEND	EA	10	$2,800	$28,000
		24" 90 DEGREE BEND	EA	3	$3,000	$9,000
OC 1055-11-425	UTILITY FITTINGS (F&I) (DI/CI) (TEE) (20-49.9")	24" X 12" TEE	EA	1	$3,400	$3,400
		24" 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
					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**

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 judgement at the time this estimate was prepared.



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	$3,136,500.00
New Renewal Amount	$8,261,500.00

Reviewed by:
Joseph A. Berenis, P.E.
Chief of Infrastructure

ATTACHMENT TO REQUEST DFOR 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.

Contractual Document	Amount	Board Approved
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
Supplemental Agreement #1	$3,136,500	
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

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,

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

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: _____
Authorized Signature

THOMAS F. BARRY, JR
Print Name

Title: SR. VICE PRESIDENT

Witness (1) Nancy A. Gurity

Witness (2) Doreen Alger

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
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: _____
Authorized Signature

THOMAS F. BARRY, JR.
Print Name

Title: SR. VICE PRESIDENT

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM 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: _____
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

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: Kellie M Brabant
(Secretary or Notary)

KELLIE M. BRABANT
Notary Public - State of Florida
My Comm. Expires Aug 22, 2017
Commission # FF 013702
Bonded Through National Notary Assn.

RECEIVED
CONTRACTS DEPT
12/6/13
SIGNATURE / DATE

SA No. 1, Renewal No. 1

EXPRESSWAY AUTHORITY

ORLANDO - ORANGE COUNTY

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

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: 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)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

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)

KELLIE M. BRABANT
MY COMMISSION # DD 883000
EXPIRES: August 22, 2013
Bonded Thru Notary Public Underwriters

RECEIVED
CONTRACTS DEPT
2/28/12
SIGNATURE / DATE

ATKINS

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.

Firm	Area of Responsibility
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
Table of Contents

I. Purpose **A-2**

II. Overview **A-2**

III. Services **A-2**

1. Bond Covenant Services Support A-2
2. Engineering/Design Support A-3
3. Planning Support A-4
4. Tolls Support A-4
5. Expressway Operations Support A-4
6. Maintenance Program Support A-5
7. General Program Support A-5
8. Work Plan Support A-5

IV. Subcontracting **A-6**

V. Conflict of Interest **A-6**

VI. Other Services **A-7**

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	$392,020.00	$422,180.00	$433,250.00	$434,000.00	$2,156,500.00
ITS Program Support						
Peformance Measures						
FON 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	$355,000.00	$355,000.00	$355,000.00	$355,000.00	$355,000.00	$1,775,000.00
GEC Program Management						
General Meetings						
Document Control						
Graphics Support						
Hearing and litigation Support						
WORK PLAN SUPPORT	$1,250,000.00	$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**	**3,836,765.70**	**3,119,600.02**	**2,830,833.91**	**2,666,843.45**	**$15,744,093.09**
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**	**3,886,465.70**	**3,171,000.02**	**2,884,033.91**	**2,721,943.45**	**16,001,493.09**
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.

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	$ 18,296.25
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).

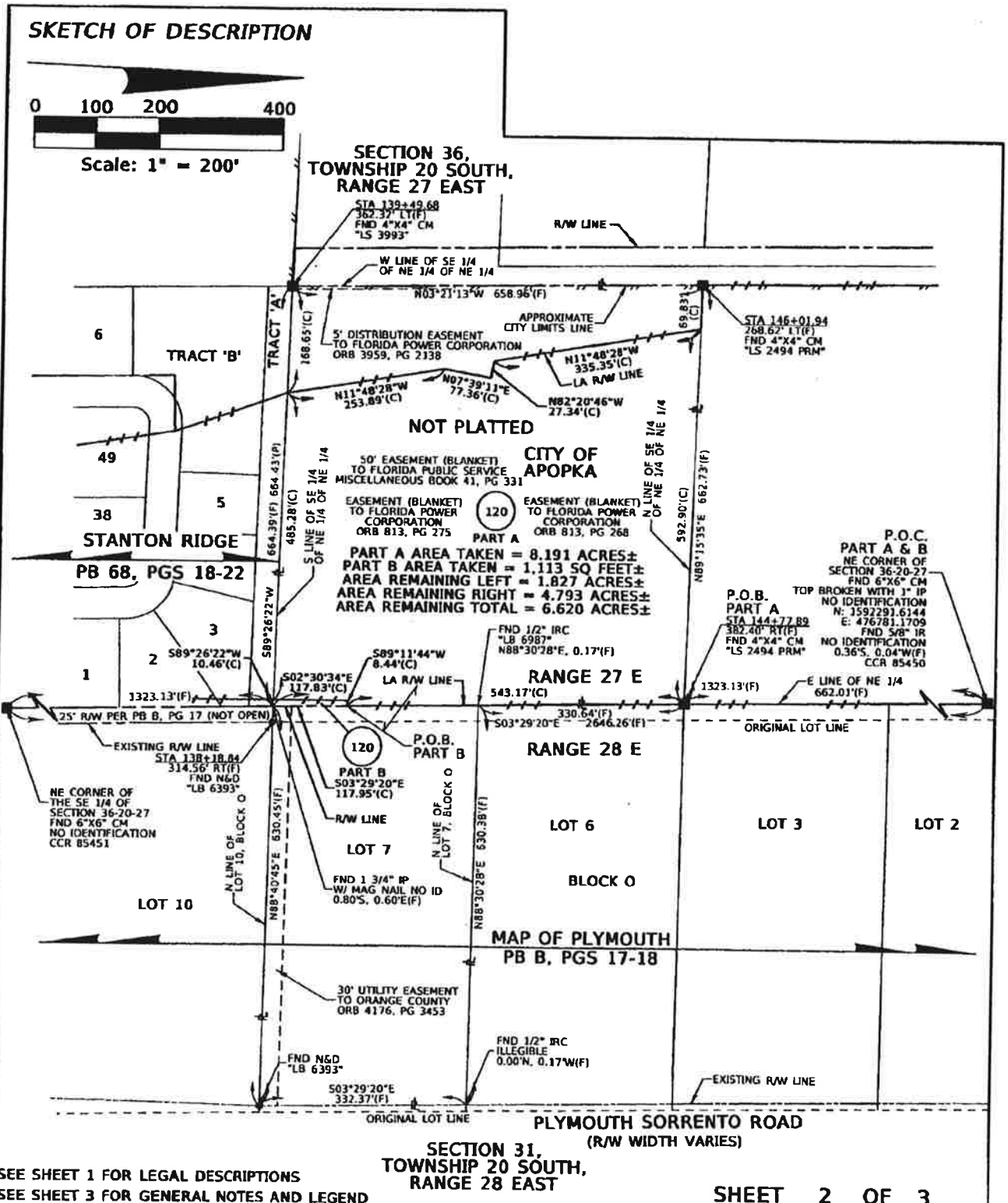
RECOMMENDATION:

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: Joseph J Lassiter



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

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

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

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 SOUTH INTERNATIONAL PARKWAY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#11

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0146

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

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: Joseph J Tassitore

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.

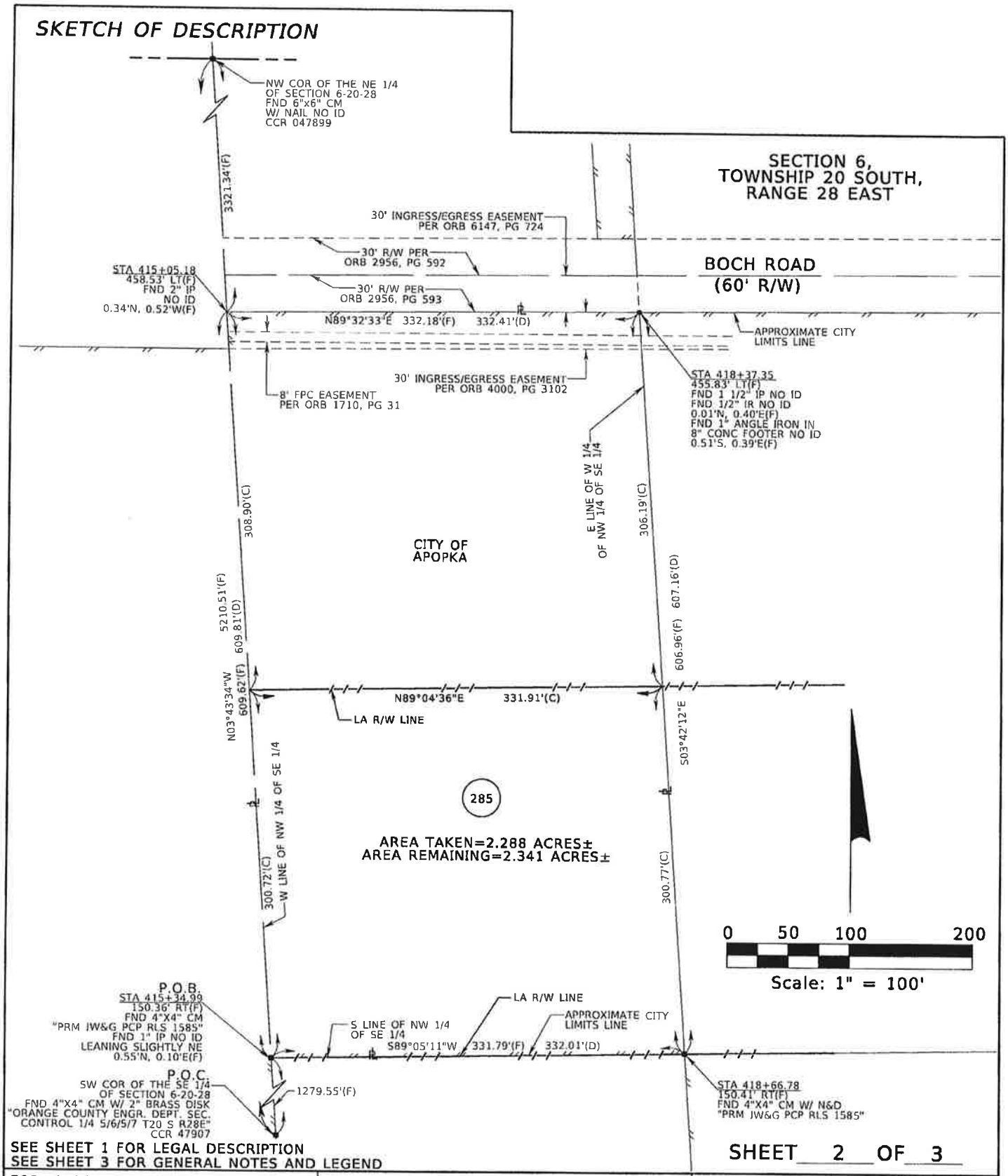
CONTAINING 2.288 ACRES, MORE OR LESS.

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

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:	= NORTHING
CM	= CONCRETE MONUMENT	NO.	= NUMBER
COR	= CORNER	ORB	= OFFICIAL RECORDS BOOK
DB	= DEED BOOK	℄	= PROPERTY LINE
E:	= EASTING	PG	= PAGE
FND	= FOUND	P.O.B.	= POINT OF BEGINNING
FPC	= FLORIDA POWER CORPORATION	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	RT	= RIGHT
IP	= IRON PIPE	R/W	= RIGHT OF WAY
IR	= IRON ROD	STA	= STATION
IRC	= IRON ROD AND CAP	W/	= WITH

GENERAL NOTES:

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

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

REVISED PER COMMENTS	DPW	05/23/2013
REVISION	BY	DATE

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

H. Paul deVivero, Professional Land Surveyor No. 4990 — DATE 11-21-13

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



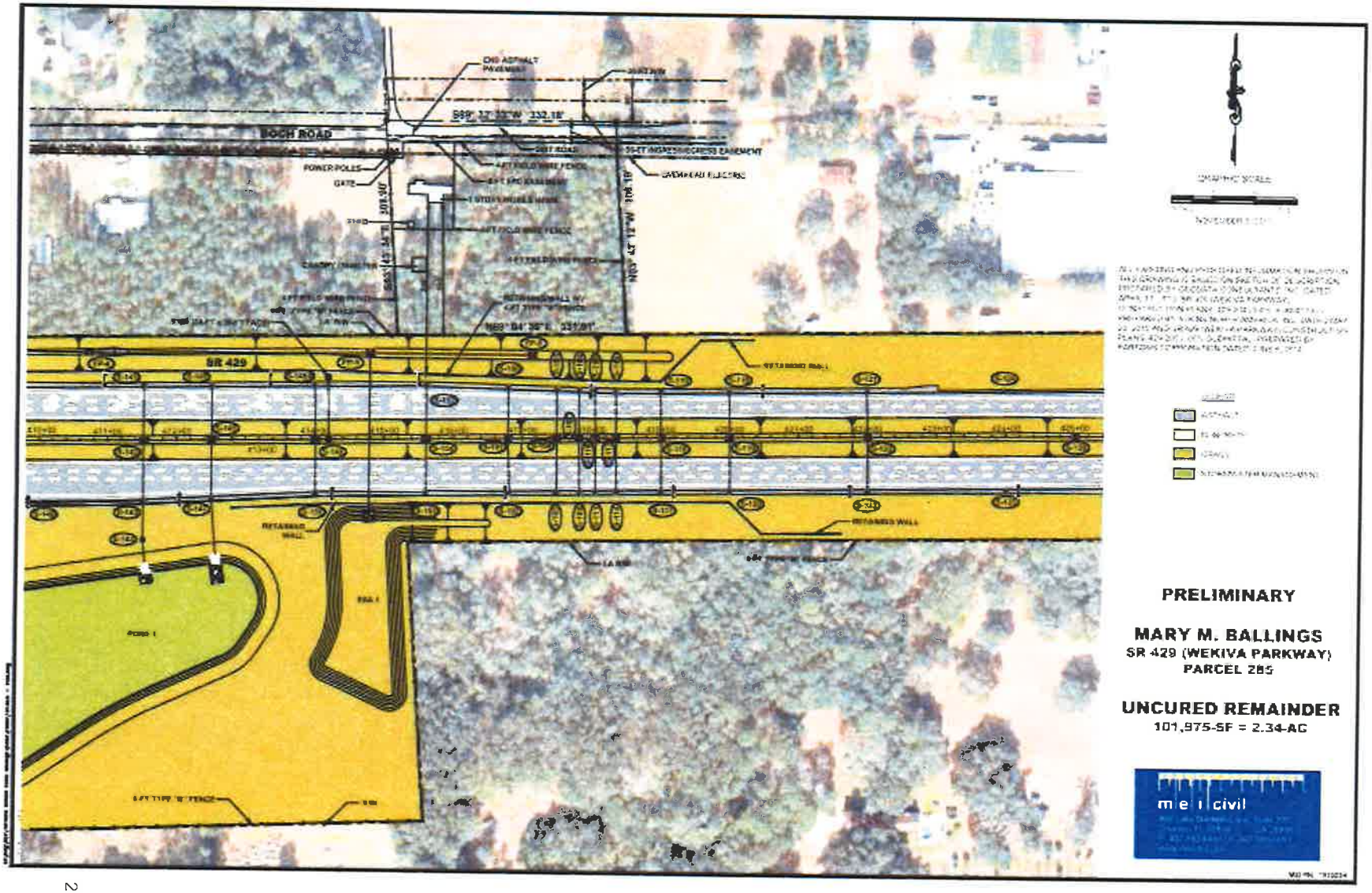


Wekiva Parkway Project 429-205 Parcel 285
2486 Boch Road
Apopka, Florida

EXHIBIT "B"

EXHIBIT "C"

BOGIN ROAD
POWER POLES
GATE
N89° 04' 36"E 331.9'
N89° 05' 11"E 331.79'
PRELIMINARY
MARY M. BALLINGS
SR 429 (WEKIVA PARKWAY)
PARCEL 285
AREA OF TAKE
99,684 SF = 2.29 AC
mle | civil


BOOH ROAD
POWER POLES
GATE
SR 429
PRELIMINARY
MARY M. BALLINGS
SR 429 (WEKIVA PARKWAY)
PARCEL 285
UNCURED REMAINDER
101,975-SF = 2.34-AC
m e i civil

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 Glena S. Morris, P.E.

191023H

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

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

Work Descriptions for Kevin S. Hebert, PE

191023H

Job Name *SR 429, Parr 285, Ballings*

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	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
Total Hours:	*30.5*	

Work Descriptions for John R. Russell

191023H

Job Name *Wekiva Parkway P285 Ballings*

Date	*Hours*	*Task*	*Work Description*
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	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
Total Hours:	*24.0*		

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 : 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 .=	$12,870
Total Invoice Amount		**$12,870**

Thank you,

Gary M. Pendergast, MAI, President

920 Delaney Avenue • Orlando, Florida 32806 • Phone (407) 841-0054 • Fax (407) 422-8180

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 285
Project: Wekiva Parkway
Owner: Ballings

Date	Procedure	Time
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 planers 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.	4.25
	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 makes 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

Edward J Williams, President
Williams Development Services Inc.

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

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**	**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**

Printed on: 2/29/2016 8:54:43 AM

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**

Printed on: 2/29/2016 8:53:32 AM

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	katieshannon	$71.37
11/3/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$103.31
11/4/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$31.95
11/13/2015	Orlando FL	Sm Fmt Color Printing	KDavis	$2.14
			Total	**$208.77**

Printed on: 2/29/2016 8:57:16 AM

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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Billing Period thru 02/29/16
Project No.: 61561.00
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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

Vanasse Hangen Brustlin, Inc.

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FAX 617-924-2286

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

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

Larry Watson, Esquire,
Mediator

Harold A. Lassman, Esq., for
Owner

CONSENT AGENDA ITEM

#12

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0146

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

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 Passiatore

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

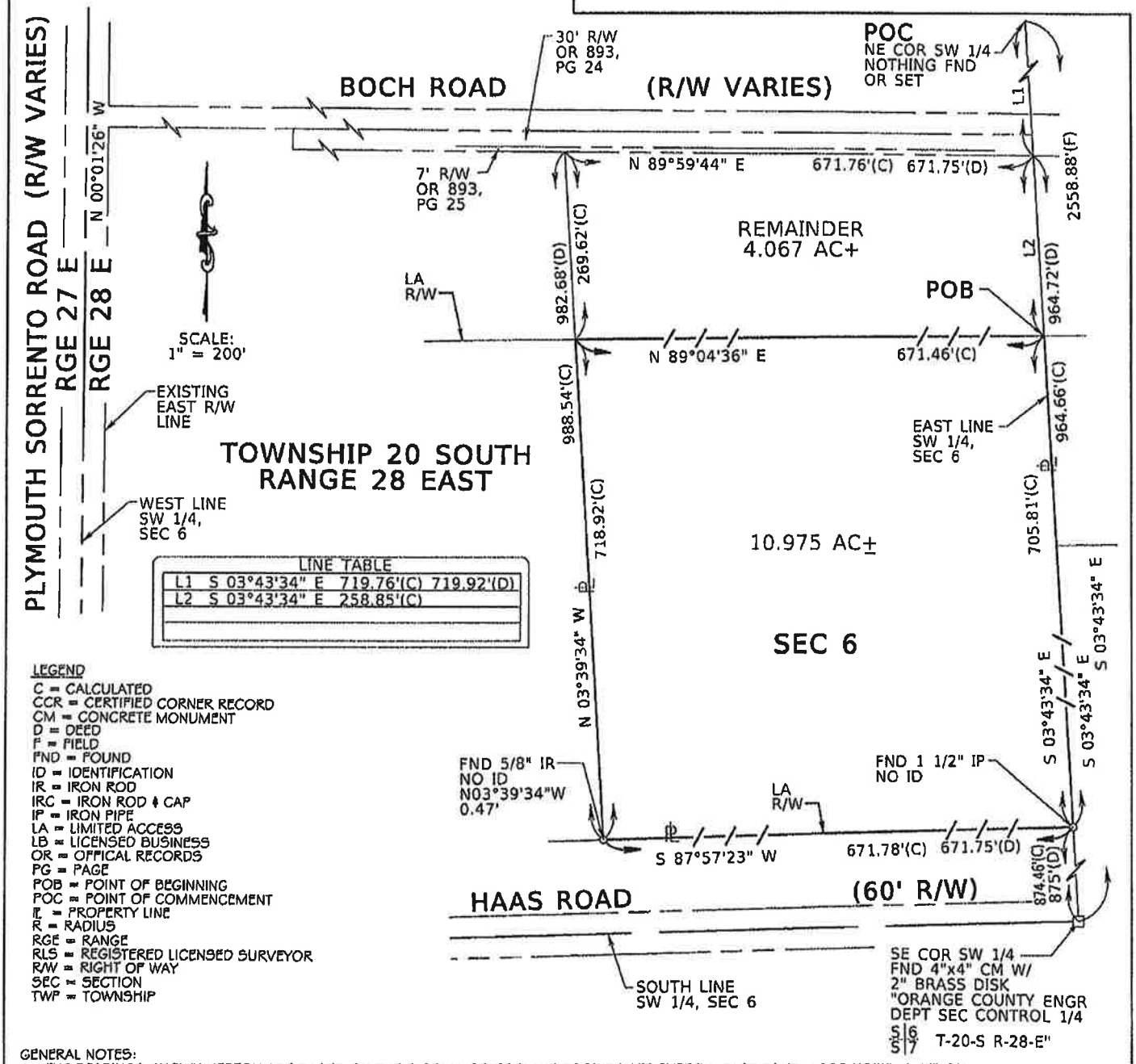
NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14		URS 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



LINE TABLE		
L1	S 03°43'34" E	719.76'(C) 719.92'(D)
L2	S 03°43'34" E	258.85'(C)

LEGEND
C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
D = DEED
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
IRC = IRON ROD & CAP
IP = IRON PIPE
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
RLS = REGISTERED LICENSED SURVEYOR
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

GENERAL NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 00°01'26" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED OCTOBER 18, 2012, FILE NO. 2037-2840309 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14		URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6039	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 2

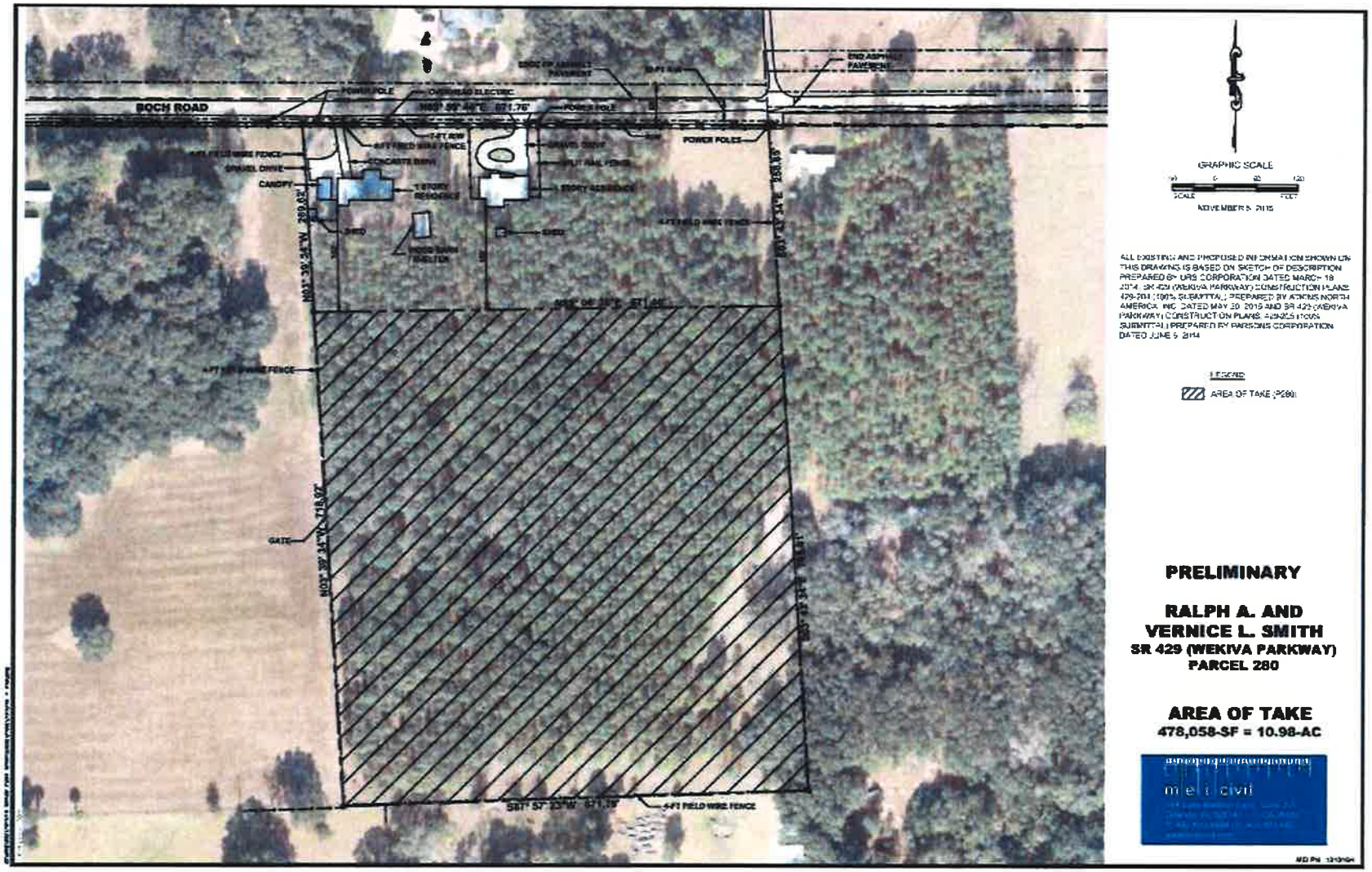


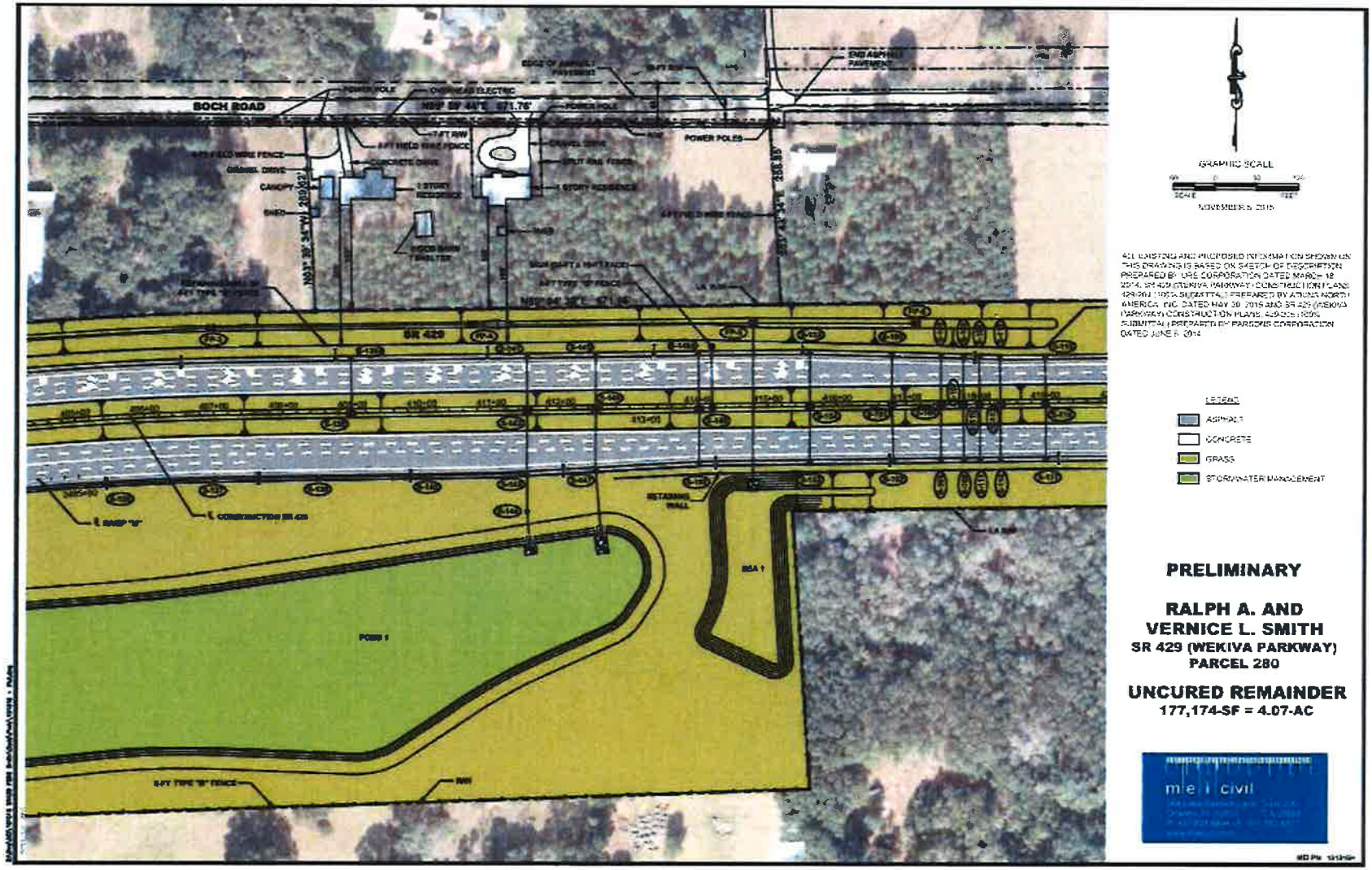


Wekiva Parkway Project 429-204 Parcel 280
2604 Boch Road
Apopka, Florida

EXHIBIT "B"

EXHIBIT "C"


BOCH ROAD
POWER POLE
OVERHEAD ELECTRIC
POWER POLE
POWER POLES
END ASPHALT PAVEMENT
4-FT FIELD WIRE FENCE
GRAVEL DRIVE
CANOPY
1 STORY RESIDENCE
SHED
GATE
GRAPHIC SCALE
NOVEMBER 5, 2015
ALL EXISTING AND PROPOSED INFORMATION SHOWN ON THIS DRAWING IS BASED ON SKETCH OF DESCRIPTION PREPARED BY URS CORPORATION DATED MARCH 18 2014, SR 429 (WEKIVA PARKWAY) CONSTRUCTION PLANS 429-201 (100% SUBMITTAL) PREPARED BY ATKINS NORTH AMERICA, INC DATED MAY 30 2015 AND SR 429 (WEKIVA PARKWAY) CONSTRUCTION PLANS 429-225 (100% SUBMITTAL) PREPARED BY PARSONS CORPORATION DATED JUNE 5 2014
LEGEND
AREA OF TAKE (280)
PRELIMINARY
RALPH A. AND VERNICE L. SMITH
SR 429 (WEKIVA PARKWAY)
PARCEL 280
AREA OF TAKE
478,058-SF = 10.98-AC
mei civil


BOCH ROAD
SR 429
GRAPHIC SCALE
NOVEMBER 5, 2015
ALL EXISTING AND PROPOSED INFORMATION SHOWN ON THIS DRAWING IS BASED ON SKETCH OF DESCRIPTION PREPARED BY: URS CORPORATION DATED MARCH 18 2014, SR 429 (WESTERN BARKWAY) CONSTRUCTION PLANS 429-200 (100% SUBMITTAL) PREPARED BY ATKINS NORTH AMERICA, INC. DATED MAY 30, 2015 AND SR 429 (WEKIVA PARKWAY) CONSTRUCTION PLANS, 429-225 (100% SUBMITTAL) PREPARED BY PARSONS CORPORATION DATED JUNE 5, 2014
LEGEND
ASPHALT
CONCRETE
GRASS
STORMWATER MANAGEMENT
PRELIMINARY
RALPH A. AND
VERNICE L. SMITH
SR 429 (WEKIVA PARKWAY)
PARCEL 280
UNCURED REMAINDER
177,174-SF = 4.07-AC
POND 1
RETAINING WALL
mei civil

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 Glena S. Morris, P.E.

191016H

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

Date	*Hours*	*Work Description*
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
Total Hours:	*6.0*	

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*

Date	*Hours*	*Task*	*Work Description*
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
11/16/2015	0.5		Revisions Per Engineer Comments
Total Hours:	*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 .=	$13,140
Total Invoice Amount		**$13,140**

Thank you,

Gary M. Pendergast, MAI, President

920 Delaney Avenue • Orlando, Florida 32806 • Phone (407) 841-0054 • Fax (407) 422-8180

SUMMARY OF SERVICES
(GARY M. PENDERGAST)

Parcel : 280
Project: Wekiva Parkway
Owner: Smith

Date	Procedure	Time
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 planers 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.	4.25
	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 makes 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 And development permitting standpoint.	2.0
1-15-16	Prepare rebuttal report and review Expressway experts' rebuttal reports	1.0

Subtotal: 29.0 Hours at $250.00 per Hour

Total Due: $7250.00

Submitted By: Edward J Williams

Edward J Williams, President
Williams Development Services Inc.

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

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		**$12,697.78**

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	katieshannon	$0.13
5/22/2015	Orlando FL	B/W Laser Printing	katieshannon	$0.26
5/5/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$41.54
5/22/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$8.53
5/27/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$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	katleshannon	$0.65
7/13/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	$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	katieshannon	$63.90
11/5/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$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	katieshannon	$0.52
11/20/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$31.95
			Total	**$32.47**

Vanasse Hangen Brustlin, Inc.

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

Invoice

Billing Period thru 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
0//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

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

Vanasse Hangen Brustlin, Inc.

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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

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 Wekvia 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
11/02/115	3.5 Hrs.	Revisions to DPA
11/03/15	2.5 Hrs.	Revisions to DPA
11/04/15	2.0 Hrs.	Revisions to DPA

Vanasse Hangen Brustlin, Inc.

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FAX 617-924-2286

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

JOHNSON

01/19/16	4.0 Hrs.	Comp map and GIS revisions

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

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

Petitioner,

vs.

HAFEEZ R. ALI,

. . . .

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, et al,

Respondents.
_____/

CASE NO: 2015-CA-001150-O

Subdivision 39

Parcel 280

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

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

Larry Watson, Esquire,
Mediator

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

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

WWW.CFXWAY.COM

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

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

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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:

Ranking	Firm	Price Proposal Amount
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

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

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to 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 incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

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

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

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

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

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

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

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313

as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

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

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement (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-001160

	Infrastructure Corporation of America		Jorgensen Contract Services, LLC		TME Enterprises, Inc.					
EVALUATOR	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE		PRICE	TECHNICAL	PRICE
Claude Miller	60		33		42					
Joe Berenis	55		58		56					
Steve Geiss	50		60		58					
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 A	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	$ 987,625.00
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: LUKE Design, Inc.

Address: 1009 Virginia Drive, WP Orlando, FL 32803

Phone No.: 407-895-5360

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: _____ Date: _____
(Signature of Appropriate CFX Director/Manager)

Approved by: [signature] Date: 2/16/16
(Signature of Appropriate CFX Division Chief)

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

EXPRESSWAY AUTHORITY

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

TABLE OF CONTENTS

Title	Page
Contract	1 to 14
Scope of Services	SS-1 to SS-3
Method of Compensation	MC-1 to MC-2
Technical Proposal	TP-1 to TP-30
Price Proposal	PP-1

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 polices and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

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

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, 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 incompliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by 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 AUTHORTIY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of 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 COUNTYEXPRESSWAY 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

November 13, 2013

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

RFP Communications and Marketing Consultant Services
CONTRACT NO. 001002

Dear Review Committee,

The Day Team is pleased to submit this Technical Proposal along with the required forms for the above referenced project. Day Communications with the team of subconsultants (Day Team) have successfully provided similar services on numerous transportation related communications and marketing projects and look forward to serving the Orlando-Orange County Expressway Authority (Authority) in delivering the results that meet your stated objectives.

The Day Team has assembled a team of professionals tailored to the specific contract requirements. These team members possess proven expertise in their respective fields and have an understanding of transportation issues, challenges and opportunities in Central Florida. More importantly, the majority of the team has a proven work history with the Authority and a keen knowledge of your protocols, processes and corporate culture. The Day Team has been supporting the Authority in the marketing, media buying, social media and tracking efforts for the public service safety campaign, Designated Texter. Our experience and knowledge on similar projects in Central Florida will prove to be valuable for your projects listed within the RFP.

The Day Team's project manager is Amanda Day. She has over 20 years of experience, including work with the Authority. Ms. Day will manage projects as designated by the Authority from The Day Team's office located at 501 S. New York Avenue, Suite 200 in Winter Park. She can be reached at 407-716-8221 or by email at aday@dayconmunications.com.

Our team includes subconsultants such as Evolve for creative, graphic design, and web development; Right Creative for copywriting support; Julie Fletcher for photography; and Sailor-Mitchell for market research. It should be noted that all of the subconsultants are small businesses firms.

The attached Technical Proposal outlines the The Day Team's awareness of the transportation issues, approach to the scope of services, details management and staffing capabilities and includes the required documentation. We believe our Technical Proposal will demonstrate that The Day Team, along with the team of respected and experienced subconsultants, will deliver quality communication and marketing solutions to the Authority. Our goal is to provide you with the best possible service by always adhering to your protocols, quality standards and delivering on time and within the allocated budget.

We look forward to your favorable consideration of the The Day Team.

Sincerely,
The Day Team, Inc.

Amanda Day
President and Founder, Project Manager

day communications

TABLE OF contents

Executive Summary	5
Understanding & Approach	6
Experience of Firm & Ability of Staff	14
Organization & Management	18
Appendix	21

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 required below for the Proposer shall also 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.

No question the Orlando-Orange County Expressway Authority (Authority) is vital to our region's economic growth and quality of life. "When they want and where they want" embodied the bold thinking in the 1950's when the 21-mile Bee Line was the only link between the Cape and Orlando to what Orange County is today with six expressways connecting communities and commerce. Broken down in numbers, the expressways comprise of 109 miles of roadway, 59 interchanges, 295 bridges and 14 mainline toll plazas. It's a $6 billion asset, linking airports, a spaceport, cruise port, businesses, schools, neighborhoods and the world's largest tourist attractions.

The Authority has proven to be a good steward of our community's local asset with sound fiscal strategies designed to lead us through the next fifty years. This is made possible because the transportation needs are in the community's hands and decisions are made by a local, local agency that retrieves no tax dollars, is unencumbered by state government and personally welcomes customers at your two customer service centers. You have a remarkable history and great story left. The Day Team is the team to get this story heard.

That's why The Day Team, an integrated marketing communications firm in Orlando, has assembled communications specialists in marketing, advertising, public relations, storytelling, social media and more to design cohesive, multi-tiered communications programs with messages people will ***hear***. At a time they will ***respond***. We say its communications you will have to listen to and people will ***trust***.

Meet The Day Team: Joining The Day Team is Evolve Design Group, providing creative, web and graphics support. Times is Right Creative for copywriting, Julie Fletcher for photography and Stiller-Mitchell for market research. You will find in the submitted Technical Proposal, our team stands out in both experience and local knowledge. People know us. Respect our work. And see us as passionate advocates in making our community better, just like the Authority.

With The Day Team, you get multi-talented, proven professionals who have a history of working with the Authority. Expect a learning curve. The execution of our marketing communication programs will marry business strategy, creative analysis, assessments and cutting-edge communication practices. We have a reputation for quick delivery, quality control, consistency of message and the ability to get maximum competitive vendor prices.

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.

Our capabilities and approaches can be summed up this way. We have the transportation experience. We've developed marketing strategies and programs for organizations bigger and smaller, and we're local. Our clients drive to multi-million dollar businesses and they're delivering results every day. We handle the foundation of your community relationship by together our work schedule. It will be my privilege to serve and be a part of this smart, forward-thinking agency that wants to be local, connected and known every day.

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 Expressway Authority (Authority) started in 1963 with inevitable exponential population growth, a 24-mile road and a community skeptical about residents' willingness to pay tolls to cross town. Today, the Authority represents a 109-mile system with over 600 million customer transactions last year. It's a roadway system that is vital to residents' commute to work, to area businesses' ability to move people and goods, and to millions of visitors seeking convenient access to our world-renowned theme parks.

And, the Authority's role ahead is even more vital to the region's future. With more than 18,000 jobs anticipated via the current five-year work plan, and continued regionalization from coast-to-coast, the Authority's expressways and related customer connections are tied to quality of life. As the Authority continues to put needed resources into place to provide exceptional value and customer service, including the centralization of customer service centers with the three major toll agencies and the Florida Turnpike by 2015, your stake in choosing the right marketing and communications partner is high.

Day Communications – with the team of subconsultants (The Day Team) – is that partner. The Authority and other important regional organizations know us on a first-name basis, return our phone calls and understand we take our responsibilities as serious as you do. Our local knowledge and contacts run deep. They enable us to create the targeted, innovative marketing programs needed to break through to all customer segments.

Transportation Experience

Notable communications and marketing project experience for the Authority include:

- FY14 Integrated Marketing Communications Plan – includes monthly goals, timelines and marketing messages
- Electronic Transponder Marketing
- Multiple CAFR designs – copywriting and print production
- Bilingual media buy for *Designated Texter*, the public service campaign
- Drafting of press releases, opinion pieces, and articles
- Social media planning, implementation and measurement
- Developing and producing display advertisements and marketing materials

Besides a keen understanding of the Authority's past, present and future challenges, the subconsultant, Evolve, is responsible for the strategic marketing and communications program for SunRail, the Florida commuter rail system. Tom Voigts and Osceola County As for the same consultant, we have been serving as the integrated marketing communications agency for more than four years for Vanasse Hangen Brustlin, Inc. (VHB). Transportation and engineering firm, VHB's Central Florida transportation team is working on some of Florida's most progressive transportation projects including GOAA's Alternatives Analysis for U.S. 192, to improve mobility, community connectivity and economic development; the Altamonte Springs 10-Plan for the SunRail Station; and PD&E/EIS support for the All Aboard Florida project. VHB looks to The Day Team as its trusted partner providing seasoned, total communications that is focused on time and quality – to position VHB as a locally recognized, valuable transportation engineering firm and to draft funds.

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.

During the next two years, the Authority will embark on a number of customer-focused initiatives including the centralization of their customer service centers. Such large-scale programs require a comprehensive communication strategy based on solid market research. The Day Team employs a unique blend of traditional and cutting-edge technologies to answer such key questions as:

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?**

Accurately collecting and translating consumer feedback into effective marketing tactics requires an experienced team with a long-standing history of local transportation insight. The Day Team has lead multiple transportation research projects for such brands as the Florida Department of Transportation Intermodal Division, SunRail, OrlandoOrange County Expressway Authority and Melbourne International Airport.

Our Market Research Techniques include, but are not limited to:

- **WebDigg** – Developed technology that scrapes open forum data, including all RSS feeds, Facebook, Twitter, etc. and then organizes the audience feedback based on predetermined criteria.
- **Stakeholder Surveys** – Individual interviews with key stakeholders to solicit project buy-in and identify potential concerns in advance of planning.
- **Customer Surveys** – Timely online surveys embedded in newsletters or eblast for a pulse check.

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.

We know Central Florida. We were either born in the Orlando area or have worked in this region for more than twenty years. You can say we are invested and committed to making our world a better place. This means we volunteer at homeless shelters, hold leadership and volunteer positions at our children's public schools, serve on non-profit boards dedicated to education, work to preserve our environment and actively participate and volunteer at our places of worship. This passion of making our world better translates into taking on pro-bono projects, where we lend our creative talents, marketing skills and hours of time to advance organizations goals. Some previous examples of clients we've provided pro-bono services for include The Orlando Ballet, Hug Our Beach, and Orlando Harvest Food Bank.

Many of our community work assignments are side-by-side with leaders that work at some of the region's top companies. We have created valued personal relationships in the area of transportation, public safety and local government, which we are excited to share to further the goals of the Authority. Our team is prepared to leverage how our relationships with our community volunteer projects can create mutually beneficial opportunities for both parties.

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

The Day Team experience is ideally aligned with the scope of the Communication and Marketing Services RFP as demonstrated below. You will note below that both services (1.1) and specific responsibilities (2.2) under those services are referenced in this section.

Communication Planning & Implementation

In order for the Authority to generate greater engagement, visibility and loyalty for the expressways moving people throughout our region, we will design a communications plan and manage against it.

The Day Team will start by setting goals, establishing success measurements and then attain a detailed understanding of the Authority's primary and secondary audiences for that particular project or for the Authority as a whole. Armed with this foundation, we will evaluate the audiences' needs and where they receive information. What evolves from this planning process will be an integrated communications and marketing program that impacts short-term behavior, while building long-term loyalty. You can expect this process to be employed in all Authority projects.

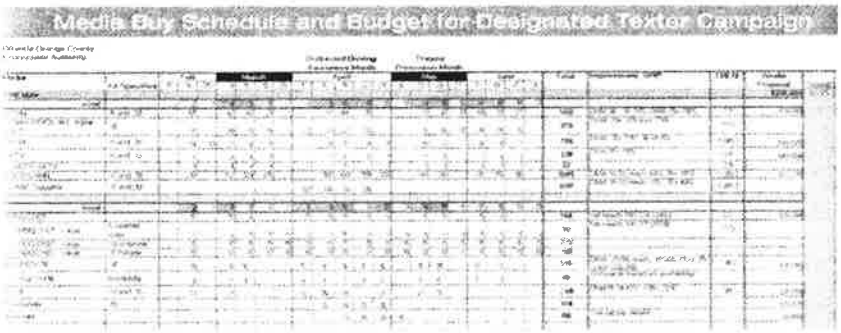
Marketing Services

Often marketing consultant teams offer communications or advertising backgrounds which only relate to the delivery of written or visual output, but fail to link their efforts to a business return on investment. Our team offers clients something different – the right combination of business acumen and creativity. It's a business-driven approach to building marketing communications programs that generate equity long after our work is complete.

Our approach to marketing services is once we help you put effective strategies in place during the communication planning process, we will create individualized marketing plans for each project with objectives, measurements, audiences, messages, communication tools, timelines, and responsible parties, to be implemented on time and within budget.

The Day Team has handled all aspects of marketing for a wide array of clients ranging from the MCA of Central Florida and Simon Properties to the Florida Department of Transportation (FDOT) and Darden Restaurants. We shall provide the following marketing services to the Authority:

- Market research/field surveying
- Advertising services
- Public relations
- Customer support
- Sales strategies
- Community involvement

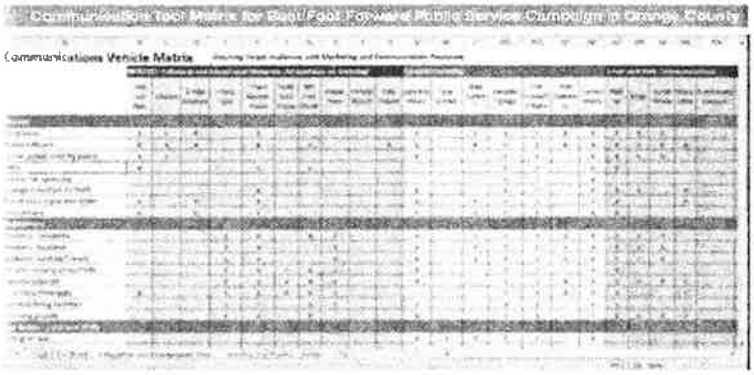


Advertising Services

The Day Team loves to create and tell stories – both data-driven and form – that can be distributed across screens, channels, paper, and digital platforms. Expect advertising efforts to be collaborative where we create powerful messages using words and images to inspire conversations and spark action, while remaining true to the Authority's voice. From there, we shall recommend communication channels to reach your audiences and manage the distribution of content and creative images. Each week, The Day Team will deliver tracking reports that will evaluate the advertising performance and budget spent against plan objectives.

The Day Team has experience serving clients with the advertising services listed below in the private, non-profit, municipal, and transportation sectors. Most recently, we supported the Authority with media buying, television script writing, social media management, graphics, and photography services related to your Fifty Year Anniversary and the *Designated Texter* public service campaign.

- Brand development
- Message development
- Print production
- Radio and television production
- Website design
- Social media strategy and management
- Email marketing
- Media buying
- Presentation design
- Photography services


Communications Tool Matrix for Don't Text and Drive Public Service Campaign in Orange County

Communications Vehicle Matrix

The portfolio shall demonstrate examples of advertising services noted above.

Public Relations Support

Do you seek to increase awareness and broaden overall brand visibility? Public relations is a vital tool in your marketing plan. The Day Team shall provide compelling, integrated public relations program support that focuses on raising awareness among constituents, prospects, relevant media and influential decision makers.

Our approach is more just media-centric. We also look to nurture customers and potential customers through listening. Because of this, we bring to the public relations arena a deep and wide network of local media relationships, industry contacts and community relationships. This helps us anticipate trends or developments that could be of interest to your audiences, allowing you to lead the way in conversations in your industry.

For local, statewide and national campaigns, we have worked on during times of crisis – citizens like Stuart Hughes, an SVP for a company and leader in the global real estate industry. For Bright Horizons Network, they looked to us to develop a crisis communications plan to help them launch new products and services internally and externally. We helped in developing the marketing and key stakeholder communications.

B. Understanding and Approach *(continued...)*

For the Authority, we will collaborate with you to create a customized, compelling mix of media relations, sidewalk engagements, community events, social media strategies, and outreach initiatives in key communities. The Day Team will work with you to make meaningful connections to minority communities to create relationships of mutual respect. Some of the tactics and surgical services we shall consider include:

- Copywriting for news articles and various publications
- Message development for both traditional and non-traditional media
- Journalist pitch support
- Press release drafting and media kit preparation
- Speechwriting
- Special event coordination, including radio remotes
- Presentation development and video concepts/production

With all the Public Relations support services listed, what remains critical in all communications is ensuring the Authority's voice is captured and transmitted across all activities. The team "gets" your voice. Understands your protocols. And, we are sensitive to the communication practices related to public agencies.

Preparation of Printed Material

The Day Team has a graphic designer on staff that will work directly with the Authority to produce all printed materials. We also have a partnership with a number of printing vendors that are known for value, quality and speed. We will always seek a minimum of three quotes for all print jobs.

Preparation of Audio, Video and Slide Presentations

The Authority shall have access to the above-mentioned graphic designer to prepare audio, video and slide presentations, using a wide array of in-house technology to assist with these requests.

Project Planning, Coordination and Implementation

The Day Team employs the latest technologies to assure the Authority's programs are delivered on time and on budget. Given the magnitude of the Authority's communications and marketing projects, we recommend using the web-based collaboration tool, BaseCamp, to properly research, plan and execute all initiatives and to assure all information is accessible and transparent to the Authority.



SIMPLE LOGIN

Remember Me...? and nebang with username/password make logging in effortless.



DASHBOARD

See recent project activity and contacts in one clean, user-friendly interface.



TO-DO LISTS

View and manage all tasks on a project-by-project basis.

PART 2: UNDERSTANDING AND APPROACH TO LINKING OBJECTIVES TO IMPLEMENTING SPECIFIC PROJECTS IMPLEMENTATION (1.2)

The Authority has set goals and objectives for its marketing and communications program:

- Increase awareness of programs
- Increase use of the system
- Increase outreach to minority communities
- Communicating the benefits of the system
- Outreach to local communities about the Authority's programs and services
- Manage ongoing market research
- Manage the brand image for Authority programs and services
- Develop and coordinate media buys, and increase social media reach

To achieve these objectives and goals, The Day Team shall make available the personnel, facilities, supplies, materials and resources needed to enable the Authority to achieve intended results. Expect us to be available 24/7 to provide the support services, which are listed in Exhibit A, Scope of Services section 1.1, and sufficiently staff or locate other resources to service multiple projects in progress concurrently. The Day Team has the proven experience advancing the Authority's marketing and communications goals and looks forward to continuing this trusted working partnership.

Project Approach & Implementation

We will deliver the projects listed in the Scope of Services using a four-phase approach. All projects will involve (1) pre-communications planning, (2) implementation, (3) ongoing tracking, and (4) post-launch review.

PSA CAMPAIGNS: *DESIGNATED TEXTER*

As Chairman Walter Ketcham has stated at the State of The Expressway, "Building and rebuilding trust has been a priority for the Authority." Rebuilding trust involves demonstrating in a consistent and timely manner how the Authority exercises its mission. With the Authority celebrating its golden anniversary, it was an opportune time to reintroduce the agency to the public and they looked to the Day Team for its marketing and communications support. Through productive collaboration, we developed a public service campaign that sought to bring attention to a serious road safety problem in Central Florida: texting and driving.

The Day Team created the campaign name and *Designated Texter* tagline for the nature of the campaign's message. Launching in February 2013, the campaign was a success with the slogan, tagline and public service message receiving [illegible] support. Co-branded *Designated Texter* [illegible] media, including television, radio, and [illegible] in the fall 2013, with the [illegible].

The Day Team worked to support your efforts to take this campaign to the next level, specifically to create an [illegible] to communities and schools, expanding sponsorship opportunities and engaging this message to minority communities. An [illegible] to your [illegible] leveraging Amplify Day, your [illegible], and other outreach [illegible] to county-wide celebration [illegible] with Event Post Forward, a program of Metropolitan Orlando, [illegible] Orange County Government, etc. Here's how [illegible] the Authority to [illegible] [illegible] [illegible] to have [illegible] associated groups, service clubs, schools, transportation planning [illegible] or business groups, host [illegible] in minority communities. By linking the [illegible] messages of [illegible] drivers, walkers and texters [illegible] the Authority's [illegible] [illegible] [illegible] reduce [illegible] and fatality [illegible] [illegible].

B. Understanding and Approach *(continued...)*

The Day Team shall provide the following services to support the *Designated Texter* campaign and other public service campaign initiatives as required by the Authority:

- Communications planning
- Budget monitoring
- Creative concepts
- Media buy and ongoing tracking: TV, radio (English and Spanish), digital and print
- Script writing
- TV and radio production assistance
- Radio remote 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 three major local Florida toll agencies and the Florida Turnpike have entered into a Memorandum of Understanding to evaluate the merits of combining customer service operations for both electronic toll collection and violation enforcement/collection. The process from evaluation to implementation is likely to take 24 to 36 months, with goal of consolidation by July 2013.

The Authority recognizes the urgent and proactive need for an integrated marketing communications plan by Year-end. The Day Team will advise, recommend, develop and support the implementation of a strategic Centralized Customer Service Center marketing communications program that will start with employee education and then evolve to customer outreach to accomplish the following objectives:

- Maximize collaboration with the three major tolling agencies and the Florida Turnpike.
- Facilitate consistent customer service value and stakeholder feedback.
- Develop coordinated communications that addresses employees' roles and communicates the benefits of the initiative.
- Include consistent, relevant content that addresses customers' questions, such as service center location changes, modifications to toll collection and enforcement and collections, updated contact numbers and/or payment procedures.
- Work with stakeholders on messages tailored to each of their audiences and stage, addressing what the consolidation means to their constituents.
- Coordinate with the teams on the use of various outreach platforms to reach employees, customers and other audiences (website, newsletter, service center kiosk/video, article placement, community presentations).
- Recommend communications tools for customers to be ready to take advantage of the new service center.
- Develop consistent messaging that includes FAQs, facts about tolling and timeline to be used across multiple platforms (website, newsletters, flyers, media, etc.).
- Identify opportunities to leverage existing customer touch points.
- Develop and implement a communications plan to address all stakeholder groups.
- Evaluate the benefits of the overall initiative and the value and participation of each of the communities and community leaders.

CUSTOMER APPRECIATION PROGRAM

Maintaining strong ties to the people you serve engenders trust and builds long-term loyalty. With more than 250,000 E-Pass customers in the database, a Customer Appreciation Program will be ideal to serve this purpose. Developing a program such as this starts with assessing the results from the current and previous customer service surveys, newsletter open rates, and feedback received from the customer service centers.

As noted in the section describing our team's plans for market research, we will employ the use of WebDigg geo-targeted technology – as an additional data point to customize the customer appreciation program. Armed with this information, The Day Team will develop and implement a program that accomplishes the following objectives:

- Identify community partnership opportunities that are mutually beneficial to your customer and the business organization.
- Develop a comprehensive marketing and communications plan that includes message development, creative concepts, collateral templates, communication platforms (newsletters, website, mailers, word of mouth, social media, event marketing, media relations, etc.) and customer tracking throughout the duration of the program.
- Generate a detailed project plan to include timelines, budget, messages and responsible parties.
- Measure effectiveness of the program on a monthly or quarterly basis and identify new areas of opportunities.
- Drive customer retention, increase customer use of the system and position the Authority as a trusted partner, always seeking to surpass expectations of customers.

ELECTRONIC TRANSPONDER MARKETING

The Authority processed more than 200 million transactions last year and seeks to increase this number in 2014. Using similar strategies, our partner, Evolve, implemented the migration from consumer toll transponders to new sticker tags in years prior. We will develop month-by-month marketing plans targeted at potential users and businesses that clearly states the benefits of using the electronic transponder in ways that truly resonate.

The plans shall accomplish the following objectives:

- Analyze performance of all current and past Electronic Transponder Marketing programs to identify the key opportunities for optimization.
- Gain market intelligence via market research and review of customer opinion surveys to become the expert on your customers, how they buy and their driving criteria.
- Establish Electronic Transponder customer acquisition and retention goals.
- Identify value propositions and key messages, ensure messages are in the Authority's voice, consistent across all channels and resonate with potential customers and are culturally understood by multiple Spanish dialects.
- Develop creative concepts that impact short-term behavior, builds long-term loyalty.
- Maximize cost-efficient communication channels to deliver these messages.
- Ensure goals are [illegible] and are tracked, investigated.

B. Understanding and Approach *(continued...)*

CUSTOMER OPINION SURVEYS

Every two years the Authority is required to conduct a customer satisfaction survey to be reported to the Florida Transportation Commission. The next survey is due in 2015. The Day Team will properly construct and administer customer satisfaction surveys that evaluate service performance, identify reasons for failed customer expectations, measure overall satisfaction and customer loyalty and identify the frequency and nature of customer problems.

We will work alongside your team to ensure the survey accomplishes the following objectives:

- Develop questions that aligns with your vision and communicates the customer experience.
- Accurately estimate your population (survey sample) based on expected respondents', margin of error and confidence rate.
- Methodological, sound approach to randomly sampled sets and response rates.
- Determine survey type (online or print) based on customer profile, current database and budget.
- Identify the customer drivers behind loyalty and satisfaction that will give you a significant advantage.
- Monitor performance and provide immediate tactical feedback to help you shape short and long term strategies.
- Manage any on-going research needed to track customer needs and expectations throughout the year.

The Proposer shall demonstrate an understanding of the potential difficulties and methods for solution and the probable effectiveness of the Proposer's approach.

Amanda Day is well-known by your team and has earned your confidence as a reliable and detailed leader and project manager, having capably navigated and managed the successful Designated Texter public service campaign for the Authority. She proved to be an effective point of contact with a proactive approach with daily morning and afternoon calls to collect updates, share information, and find solutions to challenges. Her accessibility, transparency and open-communication style minimize the possibility that small challenges turn into big problems. You can expect the same collaborative approach moving forward.

For each task assignment, the objectives, schedules and budgets shall be discussed with The Day Team, to ensure that assigned personnel meet the Authority's needs. We will work to minimize costs and maximize the team members have the tools and resources to complete the task, ensuring the highest quality of standards. The Day Team will be available 24 hours a day and will follow the Authority's communication protocols. If we are contacted by the media or elected officials, we will report to you immediately so a response strategy can be developed, if needed. This type of approach minimizes difficulties and proves effective.

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.

There are two types of integrated marketing communications companies. Those where creative drives strategy and those where strategy drives results. Exciting, provocative work is certainly the second name

C. Experience of Firm and Ability of Staff *(continued...)*

The Day Team was launched in 2006. We are an integrated marketing communications firm that pulls from a diverse team of right and left brain professionals – veteran marketers, brand specialists, former journalists, creative strategists and market research practitioners – to match our best talent to a client's strategic marketing communications program – on their terms, their schedule and without adding overhead.

The Day Team and the team of subconsultants we have extensive experience in solving complex communication problems for municipal, transportation and private sector clients, whose objectives fall in one of three buckets – increase awareness, drive sales or retain customer's loyalty). Specifically, the municipal and state agencies we have worked with include Orlando-Orange County Expressway Authority, City of Orlando, LYNX, and MetroPlan Orlando.

As for specific government and public agency experience, The Day Team is currently managing the grassroots efforts for a regional pedestrian safety campaign for MetroPlan Orlando, Orange County Government, City of Orlando, and Florida Department of Transportation (FDOT), where our team works with local governments and seeks and receives resolution support from seven municipalities in Orange County.

With BikeWalk Central Florida, The Day Team is currently working with nine MPO/TPOs across the I-4 Corridor, former Orange County Mayor Linda Chapin, Florida Greenways and Trails Foundation (affiliated with the Florida Department of Environmental Protection), FDOT and Florida State Senator Andy Gardiner's office in the effort to seek support for the more than 70 miles remaining to connect the 275 mile recreational trail from St. Petersburg to the Atlantic Ocean at Merritt Island. The Day Team is providing strategic communications, community outreach, partnership development and social media services to advance these efforts.

Governmental Agency References:

CITY OF ORLANDO
Christine Kefauver
Transportation Policy Advisor
Office of Mayor Buddy Dyer
400 South Orange Ave.
Orlando, FL 32802
407-246-3281

ORANGE COUNTY GOVERNMENT
Carla Bell Johnson
Assistant to the Director
Orange County Government
Office of Public Information
201 East Pine Street
Orlando, FL 32802
407-836-5214

METROPLAN ORLANDO
Harry Barley
Executive Director
Grow Leadership Center
315 East Robinson Street, Suite 355
Orlando, FL 32801
407-481-5672

FLORIDA DEPARTMENT OF TRANSPORTATION
Billy Hattaway
District One Secretary
801 North Broadway Avenue, Bartow, FL 33830
863-519-2201

FORMER ORANGE COUNTY MAYOR
Linda Chapin
250 2 Hoffner Avenue
Belle Isle, FL 32809
407-857-1358

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 combined fifty plus years of marketing, public relations, advertising and interactive experience in Central Florida giving us the know-how to approach the Authority's projects and a solid understanding of local transportation issues. You ask how we can demonstrate our adequacy in projects of similar scope. One notable example is we have successfully managed a $2.5 million marketing budget for the YMCA of Central Florida and were responsible for leading five multi-lingual campaigns annually to deliver positive business results. Our partner and subconsultant, Evolve, is currently managing the Sunrail marketing contract, where they handle the budget, market research, web development, graphic design and advertising for the commuter rail line to launch this Spring.

As for linking marketing communication programs to business results, look no further than the launch of the Simon gift card 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 cards a year out of the Florida Mall. For the national transportation and engineering firm, VHB, we developed market-specific integrated plans to support a series of mergers and acquisitions in New York, Virginia and Orlando to drive growth. With our aggressive positioning during the economic downturn, the company has emerged with record levels of contracts for industry-leading roadway, transit, corridor and bridge projects for Florida Department of Transportation, Orange County, Lynx and others.

Our marketing strategy behind BikeWalk Central Florida created a snowball effect of awareness for the pedestrian safety public service campaign, Best Foot Forward, that caught on like wildfire among local governments, enforcement agencies and transportation agencies, and resulted in over $20M,000 media impressions in the metro area. Applying this bankable approach to the Authority's business, our team will realize your goals for customer retention, customer acquisition and positioning the Authority as a valuable, local partner committed to improving the quality of life.

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: Amanda Day has earned your confidence and respect as a reliable, detailed, strategic business marketer, having successfully managed the Authority's public service campaigns and produced the FY14 marketing plan. She will direct the The Day Team, interact daily with the Authority, manage the work task orders and ensure that client expectations are delivered on time and in budget. Amanda will manage the media buying activities. Availability: 75% for Account Management and 25% for Media Buyer activities.

Marketing Specialists – The Day Team: Laura Kramer has developed and managed marketing communication plans on behalf of the state's two largest counties (Orange and Osceola, including Kissimmee and Cassel, Florida Hospital and the Metro Orlando Economic Development Commission (EDC). She is currently managing the social media program for the Authority and will oversee the development and coordination of marketing campaigns to build the Authority's brand and encourage customer retention. Availability: 15%.

Public Relations Specialists – The Day Team: Rebekah Riley is a driven strategic thinker who excels at generating positive visibility for clients to enhance their reputation and brand stability. Her success resulted in client acknowledgements in the Today Show and Life + Style. Known for excellent writing, coordinating media outreach, relationship building, multi-media savviness, creative research, event planning and steady tracking capacity, she will support Amanda Day in media and coordination. Availability: 50%.

C. Experience of Firm and Ability of Staff *(continued...)*

Graphic Designer – Evolve: Jessica Smith is an award-winning designer with the ability to create unique designs in harmony with a client's objectives. She has a BFA in Graphic Design from Florida State University. Jessica has designed informational and display signage for the Authority. As a sub-consultant, she will be supervised under the close direction of the Account Manager, Amanda Day. Availability: 50%

Web Designer/Programmer – Evolve: David Gallifoni 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 will produce audio and videos, support multi-media animation for presentations and websites, and provide support services on all web-related projects. Availability: 30%

Copywriter – Right Creative: Jane Harrison is the go to copywriter for The Day Team's clients. She has worked on numerous projects for clients in need of compelling copywriting for print ad campaigns, billboards, brochures, website and executive newsletters. Some examples include the YMCA of Central Florida, ESG Constructors, and yHB, just to name a few. She will draft copy for marketing, public relations and advertising materials as the work task order outlines. Availability: 50%

Administrative Assistant/Clerical – The Day Team: Joan Gallagher shall serve as traffic coordinator, ensuring all projects run smoothly and on-time. Her responsibilities will include work order follow-up, coordination with third parties, vendor quotes, print production and scheduling appointments. Availability: 50%

Administrative Assistant/Clerical – The Day Team: Betsy Holt 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. Availability: 15%

Photographer: Julie Fletcher Photography is a veteran photojournalist with over 30 years of experience with photographic clients in Central Florida. Her clients include several companies such as Associated Press, The Day Team (Orlando-Orange County Expressway Authority), visit Florida, Sea World and Florida Trend. She shall provide photographic services to support the advertising and promoting initiatives. Availability: 10%

SPECIAL SERVICES RESOURCES:

Marketing Specialist – Evolve: Heather Poling has a great understanding of the marketing process. Her keen attention to detail, project management skills, and energy for helping her clients create successful marketing communications plans makes her a valuable client resource. Heather graduated from The Ohio State University with a BA in Journalism specializing in Advertising. Availability: 10%

Public Relations Bilingual Coordinator – The Day Team: Katarina Sardina will be called on if the Authority needs bilingual translation services. She is young, full of energy and eager to support Belcher Pilley and the entire Day Team on an as needed basis. Availability: Determined by task order.

Market Researcher – Salter>Mitchell: Steve Isaac, a research expert, will provide research and strategic advice on all aspects of research and social marketing campaigns. She is a former Orlando Sentinel reporter and is also served as president of research firm Strategist and on an as needed basis. Availability: Determined by task order.

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 initiation, production and completion of any project requires an organizational structure and the assignment of highly skilled, experienced and trusted staff to meet the Authority's objectives and understands the Authority's corporate culture.

The staffing matrix graphic below demonstrates which key personnel are responsible for accomplishing the services outlined in the RFP scope. The Day Team's experience of each service is highlighted in the Experience of Firm and Ability of Staff section. The Organizational Chart on the following pages depicts graphically the structure and lines of responsibility for The Day Team (prime) and the subconsultants that encompass The Day Team.

	Project Planning & Coordination	Communication Planning	Marketing Services	Advertising	Public Relations	Print Materials	Audio, Video and Slide Presentation
Amanda Day Project Manager	●	●	●	●	●	●	●
Laura Kain Marketing Specialist	●	●	●			●	
Rachel Hilley Public Relations Specialist	●				●		●
John Gallagher Administrative	●						
Bailey Holt Administrative/Bookkeeping	●						
Jessica Smith Graphic Designer	●	●	●	●		●	●
David Gallford Web Designer/ Programmer		●	●	●			●
Jane Harrison Copywriter		●	●	●	●	●	●
Julie Fletcher Photographer				●	●		

● Denotes Prime/Day Team ● Denotes Subconsultants

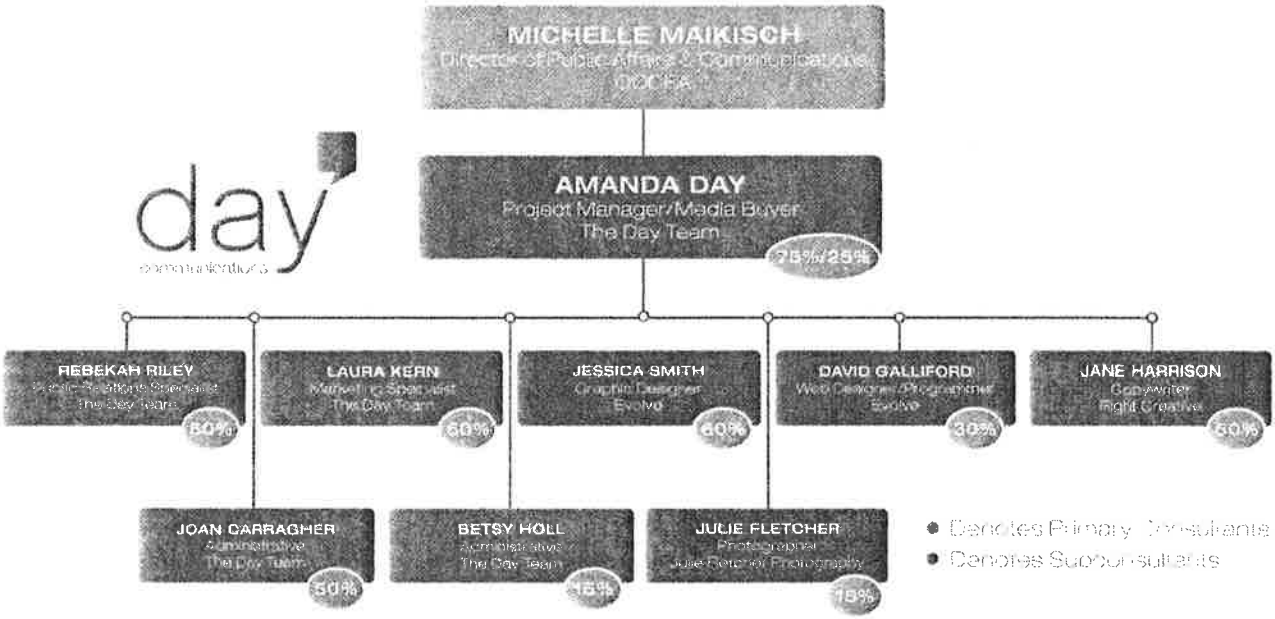
Administration and Management of Staff and Project Plan

After each assignment, the Project Manager, Amanda Day, will discuss the objectives, schedules and budgets with the Authority and decide upon the expected combination of personnel, including the subconsultants, that will best meet and deliver the highest quality and customer service for the task work orders. Amanda will use detailed project management to track tasks, assign personnel, completion dates and weekly progress. During meetings with the Authority, the status of each project activity will be reviewed to assure we are on time, any deadlines and timelines be adjusted. Amanda will notify you immediately.

We will collaboratively discuss team creations with The Day Team's sub-consultants to ensure project deadlines are met and provide a status report to the Authority. Prior to each weekly meetings we will [illegible]

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

Amanda Day shall be the primary contact for the Authority and The Day Team staff. As the Organization Chart demonstrates, Amanda will coordinate all activities and services she elects to undertake the Authority on activity progress. She will work directly with the subconsultants to ensure the team is meeting the required deadlines and adhering to project criteria and budgets. The principal will attend meetings as requested and also, will be available by phone or email.

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 services. All graphics, reports and collateral will be reviewed by fellow team members prior to Authority review. Rest assured, no document shall be presented 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 materials we create and submit are considered public record so we take every safeguard to get it right the first time. The Day Team adheres to strict financial accounting practices and our internal auditing system allows us to monitor task assignments, budgets and forecast expenses when directed by the Authority. As small businesses, we are budget conscious and do everything in our power to reduce cost by negotiating better rates, asking for a minimum of three quotes and thinking outside the box on ways to save you money.

But quality and cost can be summed up by one word – communicate. Your project manager, Amanda Day, has a reputation for "excessively" communicating. Similar to the *Designated Tender* campaign, expect morning and afternoon calls to review the status of activities and discuss project priorities. You can expect The Day Team to be available to serve the Authority 24 hours a day and are available, flexible and responsive to your needs. We will ask the Authority for monthly team performance reviews to gauge our progress and your customer satisfaction.

The result is building upon a trusted partnership where The Day Team works alongside you to achieve your objectives, ultimately rebuilding community trust and long term loyalty. It will be our privilege to serve and be part of this smart, forward-thinking agency who keeps people connected and moving 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

Project Manager and Media Buyer
Home Consultant: The Day Team

Resumes

AREAS OF SPECIALIZATION:

- Marketing
- Branding
- Media Buying
- Public Relations
- Budget Management
- Project Management
- Quality Control

EDUCATION:

- Bachelors' Political Science, Minor Economics - Colorado State University
- Masters in International Business Management - Thunderbird School of Global Management

SPECIALTY: ONE PART RIGHT BRAIN. TWO PARTS MBA.

Meet Amanda Day, founder and president of Orlando-based Day Communications. Clients hire her because she brings the right combination of business intelligence and creativity. She calls it bankable communications. Clients call it ROI. They tell her it's the smartest way to deliver results.

EXPERIENCE (20 years): Day relishes at solving problems that require logical reasoning, creative thinking and comfort with numbers. She is always eager to break new ground, create opportunities for others and has the energy and tenacity to get things done – fast. Some notable highlights include:

- Oversees account management teams, budgets and guides all strategic planning and fulfillment for The Day Team clients.
- Produced the Authority's FY04 marketing communications plan; Managed marketing strategy and implementation for the Designated Tester public service campaign; Handled the bilingual media buy for the February 2013 launch; Negotiated with Orlando Magic to secure as a partner; Directed TV scripts, articles for publications, press releases and copy for website.
- Developed the marketing and community outreach for the region's pedestrian safety public service campaign called Best Foot Forward, for a coalition of partners (Orange County, Metroplan Orlando, City of Orlando, Orange County Public Schools, etc.). Serves as official spokesperson and manages ongoing project implementation of the initiative with coordination of government, school, law enforcement and health partners.
- Developed and implemented full-scale marketing program for a 300-employee engineering, transportation and land development company expanding along the eastern seaboard.
- Managed a $2.5 million budget and oversaw 20 YMCAs located in six counties, where Day led the annual bilingual advertising campaigns to increase and retain members via market research, emotionally charged messaging, and employing traditional and nontraditional communication tools. Recognized in the region's Best Promises. Day launched a new county fitness initiative with Local carnival, WKMG. Over 2,350 people lost over 11,249 pounds over 10 weeks, proving it a success.
- Led a statewide public awareness campaign in Florida's 300 career colleges and private vocational-technical schools, and addressed misunderstandings to position the sector as a viable alternative for 270,000 undecided Florida students.

Prior to our engagement, Day's career involved positions in product marketing, communications and business development assignments at companies such as Kraft, Mobil and E.F. Hutton, as well as public policy positions, including a legislative liaison for the U.S. House Education and Workforce Committee.

PROFESSIONAL AFFILIATIONS & COMMUNITY INVOLVEMENT :

Apopka Chamber of Commerce Board of Directors
Board Trustee, The Christ School
Member, Florida Public Relations Association, American Marketing Association, Central Florida, Winter Park Chamber of Commerce, League of Women Voters
Leadership Orlando Class 89

As owner, Day will serve as the project manager for the Authority Agreement. Day will spend 75% of her time on Authority activities and will be responsible for the day-to-day activities

LAURA KERN, APR

Marketing Specialist
Prime Consultant: The Day Team

EDUCATION: University of Central Florida

AREAS OF SPECIALIZATION:

- Marketing
- Branding
- Social Media
- Internal Communications
- Project Management

SPECIALTY: Laura has the keen ability to take clients big 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 enforcer 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: Brinad and Cassel, 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, commitment and timeliness; Manages vendor relationships as needed; Evaluates and communicates results of advertising, social media, and communication projects 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 Designated Tenter public service campaign for the Authority.
- Metro Orlando EDC: Developed and implemented the social media engagement program for Metro Orlando EDC, within one year increased Twitter engagement by 3,400 percent and was voted 2nd best Pinterest in Orlando by TheDailyCity.com readers. Managed the #WhyOrlando brand ambassador initiative with hashtag usage on social media increased 150+ in five months.

PROFESSIONAL AFFILIATIONS & COMMUNITY INVOLVEMENT:
Vice President of Interactive Media, Florida Public Relations Association

In a lead consultant role, Laura will spend 60% of her time working on Authority projects. She will serve as the Main Point of Contact for the Authority which includes providing social media engagement services as directed by the Authority.

Resumes *(continued...)*

REBEKAH RILEY

Public Relations Specialist
Prime Consultant: The Day Team

EDUCATION: Flagler College, Bachelors of Arts, Communications

AREAS OF SPECIALIZATION:

- Public Relations
- Event Planning
- Writing Press Releases
- Drafting Newsletters
- Media Pitching
- 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, communicate openly between many groups, and is a good communicator in print, in person and on the phone.

EXPERIENCE (4 YEARS): Rebekah's work includes assisting Day Communications clients with event coordination, drafting of newsletters, brochures, press releases, and media pitches 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 TV news outlets including the Today Show and This Week with Neil Cavuto. Some notable clients include:

- Jacksonville Aviation Authority
- General Motors
- VHB (planning, transportation, land development and environmental firm)
- Body Glove International, LLC
- Regnery Publishing
- Hillcrest Media Group
- YMCA of Central Florida
- HealthSquare Center for the Homeless

As a support role for the Authority, Rebekah will spend 50% of her time on Authority initiatives. She will serve as the Public Relations specialist for the Authority.

JESSICA SMITH

Graphic Designer
Sub-consultant: Evolve

EDUCATION: BFA in Graphic Design from Florida State University

AREAS OF SPECIALIZATION:

- Annual Report
- Logo Development
- Website Design
- Print Ad Design/Production
- Collateral Development

SPECIALTY: Jessica is an award-winning graphic designer with the ability to create unique designs in harmony with a client's objectives. Her awards include Gold, Silver and Bronze ADDY's in 2011 and 2013 as well as Addy Awards in 2012.

EXPERIENCE (4 years): Jessica has been actively involved with the development of Florida's Turnpike Enterprise's Florida Department of Transportation Mobility and Trade Plan and the various collateral used throughout, as well as previous experience with designing the Authority's annual reports, display, signage and infographics for the Authority. Other notable client work includes Sunbelt Health First and the Viera Company.

Jessica will be available to develop creative concepts for the Authority's projects and these include, but are not limited to, brand development and production of videos, display, marketing, collateral, direct mail pieces, website graphic enhancements and video, audio and computer generated slide presentations and other engineering elements, directed by Amanda Day and approved by the Authority.

As a support role for the Authority, Jessica will spend 60% of her time working on Authority related projects.

Resumes *(continued...)*

DAVID GALLIFORD

Web Designer/Programmer
Subconsultant, Evolve

EDUCATION: Florida Metropolitan University

AREAS OF SPECIALIZATION:

- Multimedia Design
- Website Design/Programming
- Logo Development

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 Melbourne International Airport, Orlando-Orange County Expressway Authority, The Viera Company, HealthFirst and Darden Restaurants.

As a support role for the Authority, Dave will spend 30% of his time working on Authority related projects.

JANE HARRISON

Copywriter
Subconsultant, Right Creative

EDUCATION: University of Florida, College of Journalism

AREAS OF SPECIALIZATION:

- Creative Direction
- Brand Development
- Targeted Messaging
- Web Copywriting
- Scriptwriting
- Presentation Content

SPECIALTY: A true entrepreneur, Jane Harrison is marking her twenty-first anniversary as a freelance copywriter in Central Florida. Specializing in smart, strategic thinking, Jane has a reputation for raising the standards of the creative product. Her creative awards go beyond local and regional shows to include the exclusive national competition sponsored by *Communication Arts* Magazine (where her work has been published five times). Her complete list of awards includes: The Addy's, Promax Film and Television, Print's Best Logos and Letterheads, Print Regional Design Annual, Step 100 and Communication Arts.

EXPERIENCE (25 years): Jane's experience includes a vast array of sectors such as brand management, print, web content, broadcast, direct marketing, case studies, brochures, catalogs, editorial, social media and ghostwriting, editing two books for such recognizable brands as Turner Classic Movies, NBA City, Cable & Wireless Grand Cayman Island, Florida Film Festival and Walt Disney Institute.

Jane is the go-to copywriter for The Bay Team's clients, she has worked on numerous projects for clients in need of communicating copywriting for print ad campaigns, billboards, brochures, web edits and e-newsletters. Examples include the YMCA of Central Florida, T&G Constructors and MHE, just to name a few. Jane has worked on several transportation, municipal and public sector projects throughout the region including:

- Lynx Transportation System (Multi Plan Corporate Account Development Campaign)
- Orlando-Orange County Expressway Authority
- Orlando International Airport
- University of Central Florida
- Seminole Community College
- City of Maitland
- Osceola County Indigent Health Services

As a support role for the Authority, Jane will spend 30% of her time working on Authority related projects.

Resumes *(continued...)*

JULIE FLETCHER

Photographer
Subconsultant: Julie Fletcher Photography

EDUCATION: Southeast Center for Photographic Studies

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 set 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 photo journalist 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 natures of subjects. And her agility and sense of awareness ensures that the most important image of the day will be captured in the context of the moments. 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 talent and volunteers with Canine Companions for Independence and Flashes of Hope.

As a support role for the Authority, Julie will spend 10% of her time working on Authority related projects.

HEATHER POLING

Marketing Specialist
Subconsultant: Evolve

EDUCATION: BA in Journalism, The Ohio State University

AREAS OF SPECIALIZATION:

- Brand Management
- Project Management
- Marketing
- Advertising

If the Authority requires additional marketing resources for the coordination of a specific project, the team can count on the talent and energy of Heather Poling, Marketing Account Specialist at Evolve. All marketing work by the subconsultant will have prior written approval and be managed by Amanda Day, of The Day Team, the prime consultant.

SPECIALTY: Heather brings great marketing talent to The Day Team. Recognized brands such as Lowe's Home Improvement, Walt Disney World Parks & Resorts and Florida Blue have relied on her to shape marketing programs that engage their audiences, evoke action and build long-term loyalty.

EXPERIENCE (15 YEARS): Heather has led her marketing skills working at agency clients like The Martin Agency, J. Walter Thompson and Disney's Yellow Shoes. With over 15 years of experience, she has a reputation for possessing incredible attention to detail, meeting deadlines and providing unparalleled client service. This coupled with her vast experience in fashion products, consumer and B2B marketing provides the Authority access to a deep marketing resource to help achieve their objectives of growing the tourism industry and creating a positive brand online.

She has been tasked the creative and strategic branding development of top American brands such as Dave Jackson, Red Lobster, PF Chang's, China Bistro, Inc., Walt Disney World Parks & Resorts, Universal Orlando, Florida Blue, and Citibank.

As a subconsultant role for the Authority, Heather will spend up to 40% of her time supporting the marketing efforts of the Authorities initiatives with prior written approval.

SARA ISAAC

Market Research
Subconsultant: Salter>Mitchell

EDUCATION: Master's degree in International Relations from the Johns Hopkins University School of Advanced International Studies.

AREAS OF SPECIALIZATION:

- Market Research
- Social Marketing Campaigns
- Formulating Research-Based Strategies
- 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 the target audience and drive behavior change.

EXPERIENCE (20+ years): As a former Reporter, Editor and Online producer at the Orlando 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 uninsured children for the Florida Healthy Kids Corporation, studying attitudes and behaviors around cycling and walking for the Winter Park Health Foundation, or conducting in-depth interviews with new Medicare enrollees for the Centers for Medicare and Medicaid Services, Sara remains firmly grounded in Salter>Mitchell's behavioral methodology.

Sara has a working knowledge of written and spoken Spanish and Hispanic culture and has assisted with Spanish-language research and creative for clients including Planned Parenthood, Florida Healthy Kids Corp., and Catholics for Choice. She has conducted field research in Guatemala and wrote about the evolution of democracy in Chile 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 Consultant: The Day Team

SPECIALTY: Joan will fill the role as traffic coordinator, ensuring all projects run smoothly and on time. Her duties include work order follow-up, coordination with third parties, vendor quotes and scheduling appointments. She spends 60% of her time in administrative work for The Day Team and the remaining 40% on quality outreach for the client, Bike/Walk Central Florida. Joan has over 20 years of experience in advertising, marketing and managing retail operations.

As a support role for the Authority, Joan will spend 20 % of her time working on Authority projects.

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 bookkeeping for the Authority projects.

KATARINA SANTOS

Public Relations Bilingual Coordinator
Prime Consultant: The Day Team

SPECIALTY: Katarina's youth 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 Rebekah Riley, the Public Relations Specialist. If the Authority needs translation services, Katarina can assist per work order tasks approvals.

As a support role for the Authority, her time spent on Authority projects will be determined by task order.

day communications

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: Amanda 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

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 herby 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.

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	$ $90.00	$ $27,000.00
4	75	MANHOURS	PHOTOGRAPHER	$ $75.00	$ $5,625.00
5	20	MANHOURS	COPYWRITER	$ $90.00	$ $1,800.00
6	60	MANHOURS	MEDIA BUYER	$ $95.00	$ $5,700.00
7	900	MANHOURS	PUBLIC RELATIONS SPECIALIST	$ $80.00	$ $72,000.00
8	1,200	MANHOURS	MARKETING SPECIALIST	$ $95.00	$ $114,000.00
9	75	MANHOURS	ADMINISTRATION/SUPPORT STAFF	$ $60.00	$ $4,500.00
10	N/A	N/A	ALLOWANCE FOR EXPENSES, PRINTING AND MEDIA BUYS	N/A	$600,000.00
TOTAL PROPOSAL AMOUNT					$ $987,625.00

PP-1

CONSENT AGENDA ITEM

#17

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

OSCEOLA COUNTY EXPRESSWAY AUTHORITY

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

xc: Jeff Jones, Frank Raymond, Jan Everett, Wayne Rich, Jo Thacker

OCX

1 Courthouse Square
Suite 1100
Kissimmee, FL 34741
PH: (407) 742-0293
Fax: (407) 742-0206
www.osceolaxway.org

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:

By:_____
Darleen Mazzillo, Executive Assistant

Date:_____

Approved as to form and legality:

_____
Joseph L. Passiatore, General Counsel

Date:_____

OSCEOLA COUNTY EXPRESSWAY AUTHORITY

By:_____
Chairman

ATTEST:

By:_____
Executive Assistant

Date:_____

Approved as to form and legality:

_____
General Counsel

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 CQ

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 approached 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	$12,566,794.52
Total Revised Contract Amount	$37,188,626.12

Reviewed by: David Wynne
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

CONSENT AGENDA ITEM

#19

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: _____

Contract No. 001177

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 you 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 be 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:

	Bidder	**Bid Amount**
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

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

_____

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: March 18, 2016

RE: February 2016 Financial Reports

Attached please find the February 2016 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS AND RELATED DOCUMENTS
FOR THE MONTH ENDING FEBRUARY 29, 2016 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 16 MONTH BUDGET	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$ 31,255,250	$ 27,318,439	$ 241,637,935	$ 217,339,733	$ 24,298,202	11.2%	10.9%
TOLLS COLLECTED VIA UTN'S	1,502,451	895,584	9,120,384	5,502,316	3,618,068	65.8%	30.2%
FEES COLLECTED VIA UTN'S AND UTC'S	665,155	470,146	4,665,852	3,207,296	1,458,555	45.5%	41.4%
TRANSPONDER SALES	20,862	5,389	82,151	43,418	38,732	89.2%	92.1%
OTHER OPERATING	136,381	195,283	912,191	1,349,700	(437,509)	-32.4%	2.1%
INTEREST	322,472	155,788	1,943,465	1,279,641	663,825	51.9%	69.8%
MISCELLANEOUS	67,706	80,026	734,525	651,555	82,970	12.7%	17.2%
TOTAL REVENUES	33,970,277	29,120,655	259,096,502	229,373,658	29,722,844	13.0%	12.2%
O M & A EXPENSES							
OPERATIONS	2,964,400	3,813,386	24,456,739	27,023,729	2,566,990	9.5%	10.2%
MAINTENANCE	1,462,789	1,224,853	7,225,751	9,338,123	2,112,372	22.6%	-3.5%
ADMINISTRATION	647,498	486,534	4,409,806	4,482,570	72,764	1.6%	15.0%
OTHER OPERATING	79,184	222,978	1,279,218	1,560,843	281,625	18.0%	-20.4%
TOTAL O M & A EXPENSES	5,153,870	5,747,750	37,371,514	42,405,265	5,033,751	11.9%	6.4%
NET REVENUES BEFORE DEBT SERVICE	28,816,407	23,372,905	221,724,988	186,968,393	34,756,595	18.6%	13.3%
COMBINED NET DEBT SERVICE	11,867,803	11,887,505	94,960,586	95,212,023	251,436	0.3%	-0.4%
NET REVENUES AFTER DEBT SERVICE	$ 16,948,605	$ 11,485,400	$ 126,764,402	$ 91,756,371	$ 35,008,031	38.2%	26.3%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING FEBRUARY 29, 2016 AND YEAR-TO-DATE

	FY 2016 ACTUAL	FY 2016 BUDGET	VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE
Operations	$ 24,456,739	$ 27,023,729	$ 2,566,990	9.5%
Maintenance	7,225,751	9,338,123	2,112,372	22.6%
Administration	4,409,806	4,482,570	72,764	1.6%
Other Operating	1,279,218	1,560,843	281,625	18.0%
Total O M & A	$ 37,371,514	$ 42,405,265	$ 5,033,751	11.9%
Capital Expenditures				
Operations	$ 278,408	$ 347,945	69,537	20.0%
Maintenance	-	59,147	59,147	100.0%
Administration	38,940	77,199	38,259	49.6%
Total Capital Expenditures	$ 317,348	$ 484,291	$ 166,943	34.5%

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Eight Months Ending February 29 , 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	342,841	308,222	(34,619)	-11.23%
Violation Enforcement	2,109,776	2,245,409	135,633	6.04%
Information Technology	2,366,900	2,380,499	13,599	0.57%
Information Technology - Projects	60,789	196,000	135,211	68.99%
Special Projects	171,988	164,988	(6,999)	-4.24%
E-PASS Service Center	6,736,385	8,507,752	1,771,367	20.82%
Public Outreach/Education	345,630	130,706	(214,925)	-164.43%
	12,134,309	**13,933,576**	**1,799,267**	**12.91%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	741,912	854,370	112,458	13.16%
Airport Plaza	1,075,505	1,128,924	53,419	4.73%
Dallas Plaza	783,420	811,832	28,412	3.50%
East-West Expressway (SR 408)				
Dean Plaza	809,384	876,795	67,411	7.69%
Conway Main Plaza	1,390,944	1,442,116	51,172	3.55%
Pine Hills Plaza	964,520	1,048,401	83,880	8.00%
Hiawassee Plaza	821,565	869,702	48,137	5.53%
Western Expressway (SR 429)				
Independence Plaza	813,217	860,030	46,813	5.44%
Forest Lake Plaza	853,342	933,276	79,933	8.56%
Greeneway Expressway (SR 417)				
University Plaza	798,831	837,596	38,765	4.63%
Curry Ford Plaza	799,448	853,992	54,544	6.39%
Boggy Creek Plaza	901,132	1,037,284	136,153	13.13%
John Young Plaza	990,184	970,358	(19,826)	-2.04%
John Land Apopka (SR 414)				
Coral Hills Plaza	857,435	913,423	55,988	6.13%
Subtotal Toll Facilities	**12,600,838**	**13,438,098**	**837,260**	**6.23%**
Total Operations Expenses	**24,735,147**	**27,371,674**	**2,636,527**	**9.63%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Eight Months Ending February 29 , 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,025,650	1,318,602	292,953	22.22%
Expressway Operations	1,771,070	2,364,816	593,747	25.11%
Routine Maintenance	4,429,032	5,713,852	1,284,820	22.49%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**7,225,751**	**9,397,270**	**2,171,519**	**23.11%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Eight Months Ending February 29 , 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	342,175	327,392	(14,783)	-4.52%
General Projects	0	7,500	7,500	100.00%
Executive	1,153,113	1,124,008	(29,106)	-2.59%
Communications	294,450	245,694	(48,756)	-19.84%
Human Resources	105,190	101,793	(3,397)	-3.34%
Supplier Diversity	114,151	196,012	81,861	41.76%
Accounting	840,150	926,143	85,993	9.29%
Records Management	164,451	163,273	(1,178)	-0.72%
Construction Administration	242,956	249,706	6,749	2.70%
Procurement	288,728	304,060	15,332	5.04%
Legal	429,233	501,179	71,946	14.36%
Internal Audit	262,002	184,528	(77,474)	-41.98%
525 Magnolia	14,436	16,667	2,231	13.39%
Plans Production	197,709	211,814	14,105	6.66%
Grand Total Expenses	**4,448,746**	**4,559,769**	**111,022**	**2.43%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING FEBRUARY 29, 2016 AND YEAR-TO-DATE

	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 241,637,935	$ 217,339,733	$ 24,298,202	$ 217,836,444	$ 205,796,521	$ 12,039,923	$ 12,258,279
TOLLS COLLECTED VIA UTN'S	9,120,384	5,502,316	3,618,068	7,004,562	4,589,604	2,414,958	1,203,110
FEES COLLECTED VIA UTN'S AND UTC'S	4,665,852	3,207,296	1,458,555	3,300,532	2,583,289	717,243	741,312
TRANSPONDER SALES	82,151	43,418	38,732	42,754	27,650	15,104	23,628
OTHER OPERATING	912,191	1,349,700	(437,509)	893,362	717,981	175,381	(612,890)
INTEREST	1,943,465	1,279,641	663,825	1,144,616	818,407	326,209	337,616
MISCELLANEOUS	734,525	651,555	82,970	626,646	610,682	15,964	67,006
TOTAL REVENUES	259,096,502	229,373,658	29,722,844	230,848,916	215,144,134	15,704,782	14,018,062
O M & A EXPENSES							
OPERATIONS	24,456,739	27,023,729	2,566,990	22,197,716	24,805,672	2,607,956	(40,966)
MAINTENANCE	7,225,751	9,338,123	2,112,372	7,484,575	9,857,130	2,372,555	(260,183)
ADMINISTRATION	4,409,806	4,482,570	72,764	3,835,628	4,572,949	737,321	(664,557)
OTHER OPERATING	1,279,218	1,560,843	281,625	1,607,064	1,633,333	26,269	255,356
TOTAL O M & A EXPENSES	37,371,514	42,405,265	5,033,751	35,124,983	40,869,084	5,744,101	(710,350)
NET REVENUES BEFORE DEBT SERVICE	221,724,988	186,968,393	34,756,595	195,723,934	174,275,049	21,448,885	13,307,710
COMBINED NET DEBT SERVICE	94,960,586	95,212,023	251,436	95,378,763	95,862,211	(483,448)	734,884
NET REVENUES AFTER DEBT SERVICE	$ 126,764,402	$ 91,756,371	$ 35,008,031	$ 100,345,171	$ 78,412,838	$ 21,932,333	$ 13,075,698

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING FEBRUARY 29, 2016 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 15 MONTH ACTUAL	FY 15 - 16 SAME MONTH COMPARISON	FY 16 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE ACTUAL	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 31,255,250	$ 27,534,914	$ 3,720,336	$ 241,637,935	$ 217,836,444	$ 23,801,491
TOLLS COLLECTED VIA UTN'S	1,502,451	1,140,386	362,065	9,120,384	7,004,562	2,115,822
FEES COLLECTED VIA UTN'S AND UTC'S	665,155	534,028	131,127	4,665,852	3,300,532	1,365,320
TRANSPONDER SALES	20,862	5,324	15,538	82,151	42,754	39,397
OTHER OPERATING	136,381	138,390	(2,009)	912,191	893,362	18,829
INTEREST	322,472	240,594	81,878	1,943,465	1,144,616	798,849
MISCELLANEOUS	67,706	76,365	(8,659)	734,525	626,646	107,879
TOTAL REVENUES	33,970,277	29,670,001	4,300,276	259,096,502	230,848,916	28,247,586
O M & A EXPENSES						
OPERATIONS	2,964,400	3,138,167	(173,767)	24,456,739	22,197,716	2,259,023
MAINTENANCE	1,462,789	1,338,881	123,908	7,225,751	7,484,575	(258,824)
ADMINISTRATION	647,498	458,886	188,612	4,409,806	3,835,628	574,178
OTHER OPERATING	79,184	200,685	(121,501)	1,279,218	1,607,064	(327,846)
TOTAL O M & A EXPENSES	5,153,870	5,136,619	17,251	37,371,514	35,124,983	2,246,531
NET REVENUES BEFORE DEBT SERVICE	28,816,407	24,533,381	4,283,026	221,724,988	195,723,934	26,001,054
COMBINED NET DEBT SERVICE	11,867,803	11,892,387	(24,584)	94,960,586	95,378,763	(418,177)
NET REVENUES AFTER DEBT SERVICE	$ 16,948,605	$ 12,640,994	$ 4,307,611	$ 126,764,402	$ 100,345,171	$ 26,419,231

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F. 1.

CCSS

RICK SCOTT
GOVERNOR

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

March 29, 2016

Weldon Cadwell, Chairman
Central Florida Expressway Authority
4974 Orl Tower Road
Orlando, FL 32807

RE: Centralized Customer Service Center (CCSS)

Dear Chairman Cadwell:

I am writing regarding the status of the referenced project. While I know that your staff has been involved in the project since its inception, including their appreciated participation in the development of the procurement and evaluation and selection of the vendor, I want to emphasize that the Central Florida Expressway Authority is approaching a major decision point. The Department has been working for some time with the various toll agencies to memorialize the terms under which each may utilize the CCSS. At this time, both the Miami-Dade County Expressway Authority (MDX) and the Tampa-Hillsborough County Expressway Authority (THEA) have approved agreements with the Department under which each will participate in the CCSS.

Pursuant to the form of agreement that was provided to your executive director in February, agencies that join by April 30, 2016 will be considered Participating Agencies. Participating Agencies will continue to be an integral part of the final design and development of CCSS system and operational procedures. Each Participating Agency will have the opportunity to provide additional input into the development process, including any potential updates that the agency would offer since the cooperative drafting of the Intent to Negotiate document. A Participating Agency's financial contribution will be based on the usage day model. This model has proven to provide significant savings to both MDX and THEA. For example, MDX anticipates that its agreement to act as a Participating Agency will save the authority approximately $9 million. In addition to the anticipated savings, the CCSS offers each Participating Agency the ability to enter into direct contracts with the vendor for agency specific services as required. The alternative is to be an External Agency as defined in the form

agreement. An External Agency does not enjoy any of the above listed benefits. It is simply a transaction fee-based relationship.

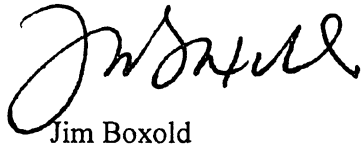
As you know, the Florida Transportation Commission (FTC) developed the initial concept for the project, the stated purpose of which was to achieve cost savings for all Florida toll agencies while delivering improved services to our customers ("one call solves it all"). The Department appreciates the efforts expended by the staff of all the toll agencies to cooperatively advance the concept as we worked through the procurement process, negotiations and now the first stages of building the new back office.

In discussing this issue with the Florida Transportation Commission, I have always maintained that each agency would have to make its own business decision as it weighed whether to join the back office. HNTB has worked with MDX and THEA to prepare savings estimates. They would be happy to work with CFX staff to perform the same analysis if it chooses to join the back office. I recognize that the decision for CFX is somewhat more complicated because it is not currently a SunPass agency. Given, however, that CFX has discussed the need for a new toll processing platform, it would seem an opportune time to consider this important decision.

The Department would certainly welcome CFX joining the back office on the same terms we have reached with MDX and THEA. We stand ready to do our part to make that happen.

As always, please feel free to contact me directly if I can be of assistance.

Sincerely,



Jim Boxold
Secretary

cc: CFX Board Members
Laura Kelly, Executive Director CFX
FTC Commissioners

January 21, 2016

Ms. Diane Gutierrez-Scaccetti
Executive Director and Chief Executive Officer
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, Florida 34761

Subject: Centralized Customer Service System (CCSS) Interlocal Agreement

Dear Director Scaccetti,

We received your notification that Florida's Turnpike Enterprise has executed a CCSS contract with Xerox and is starting CCSS development. Time is critical, as an agreement between our agencies is required based on the executed Memorandum of Understanding (MOU) dated September 12, 2012. The MOU entered into on September 12, 2012 by Florida's Turnpike Enterprise, Miami-Dade Expressway Authority (MDX), Tampa-Hillsborough Expressway Authority (THEA) and Central Florida Expressway Authority's (CFX) predecessor, Orlando-Orange County Expressway Authority, stated that our four agencies would implement a Centralized Customer Service System (CCSS) through a jointly developed Interlocal Agreement (ILA) pursuant to Section 163.01, Florida Statutes.

According to the executed MOU, the ILA would include the requirements attached. In addition to the elements agreed to through the MOU, the Central Florida Expressway Authority has reaffirmed at its Board meeting on January 14, 2016 that at a minimum, the ILA should provide for a pro-rata share of ownership of the system, equal voice in management decisions, required key performance metrics and reasonable cost savings. As the Board reviews and considers the draft ILA, there could be additional elements recommended.

We look forward to working with you to develop this agreement in an expeditious manner and look forward to hearing from you in the near future.

Sincerely,

Laura Kelley
Executive Director

cc: CFX Board members
Jim Boxold, Secretary, FDOT
Florida Transportation Commission
Joe Waggoner, Executive Director, THEA
Javier Rodriguez, Executive Director, MDX

CCSS Interlocal Agreement Requirements
In accordance with the
Executed Memorandum of Understanding
Dated September 12, 2012

1. Guidelines for development of a procurement document for the provision of CCSS services by a third party vendor, including system technology and data requirements;
2. The location of the centralized service center, disaster recovery and backup operations site(s), and regional walk-in customer service centers which support walk-up counter services, resolution of transaction discrepancies, and development of billable transactions and image reviews;
3. Interoperability between the CCSS and non-participants;
4. Interfaces with third parties such as parking facilities, rental car providers, fleet services and special customer requests;
5. Common business rules for customer account management, customer account types, and customer communications;
6. Common procedures for the issuance of unpaid toll notices, citations, and vehicle registration holds and releases;
7. Procedures to adopt or modify business rules related to functions of the CCSS. The Participating Agencies agree to work cooperatively to address and resolve any issues that may arise during the administration of the CCSS contract and to promptly address issues and effect written modification to the ILA as it from time to time may be required,
8. Procedures for protection of customer data;
9. Quality control processes and reporting requirements;
10. Data retrieval and reporting requirements;
11. A violation enforcement system that meets the requirements of all court jurisdictions;
12. Criteria for a common customer service center website;
13. Audit processes and reporting needs;
14. Administrative fees;
15. Collection criteria;
16. The use of collection agencies;
17. Maintenance of minimum account balances and handling of negative balances;
18. Allocation and distribution to each agency the toll transaction and violations revenues and fees for their roadways and the associated processes for allocation and distribution.
19. The disposition of interest earnings on prepaid toll accounts;
20. Identification of each agency's costs related to the operations and administration of the CCSS and the method of allocation and collection of those costs.

EXECUTIVE SUMMARY OF MASTER AGREEMENT

Centralized Customer Service System (CCSS)
Executive Summary
March 2016

BACKGROUND

In September 2012, Florida's Turnpike Enterprise (FTE), Central Florida Expressway Authority (CFX), Miami Dade Expressway Authority (MDX), and Tampa Hillsborough Expressway Authority (THEA) executed a Memorandum of Understanding (MOU) to implement a CCSS through a jointly developed Interlocal Agreement pursuant to Section 163.01, Florida Statutes.

CFX developed the first electronic toll collection system in the State of Florida (1994) and has maintained its own customer service system since the beginning. When MDX and THEA began electronic toll collection years later, FTE processed their electronic toll transactions through FTE's customer service system. MDX and THEA pay a fee to FTE for each electronic transaction processed.

By letter dated December 9, 2015, CFX was informed that the Florida Department of Transportation (FDOT) concluded the protest pertaining to the CCSS procurement and executed the contract with Xerox State and Local Solutions, Inc. The letter included a proposed Master Agreement and a copy of the 1600+ page Contract. Staff has reviewed the proposed Master Agreement and the executed contract and noted the following key points.

DEPARTURES FROM THE MOU

Contrary to the MOU, the proposed Master Agreement is not an "Interlocal Agreement" prepared in accordance with Section 163.01, Florida Statutes.

According to the MOU, the ILA was expected to include agreement on a number of items. Nevertheless, many key items were not addressed in the proposed Master Agreement, including:

a. "Procedures to adopt or modify business rules related to functions of the CCSS." MOU, para. 4.vii.

b. "Disposition of interest earnings on pre-paid toll accounts." MOU, para. 4.xix.

c. Complete description of the approach to the "allocation and distribution to each agency the toll transaction and violation revenues and fees for their roadways and the associated processes for allocation and distribution." MOU, para. 4.xviii.

d. Complete description of the approach to the "identification of each agency's costs related to the operations and administration of the CCSS and the method of allocation and collection of those costs." MOU, para. 4.xx.

FDOT's PROPOSED MASTER AGREEMENT

CFX must agree that the terms negotiated by FDOT in the Customer Service System Contract are acceptable to CFX, but such acceptance shall not be construed as making CFX a party to the CCSS contract.[1]

CFX must agree to pay its share of the pro rata cost, but CFX would not have any control over the contract, including cost overruns, delays, liquidated damages, defective performance, and other issues.[2]

CFX can monitor the implementation, operation, and maintenance of the CCSS, but has no right to control, manage, or work directly with the Vendor.[3]

CFX would be obligated to pay its share of the operational costs, including the cost of providing operational services to external agencies.[4] As a result, CFX would have an ongoing payment obligation, without any control over the deliverables or the cost, without a right to audit the allocation or determination of costs (including maintenance and subsequent capital costs), and without the right to possession of any deliverables or intellectual property in the event of termination of the contract or default by Xerox.

It cannot be determined at this point whether it would be more cost-effective to be a participating agency or an external agency.[5]

There are two types of agencies: participating agencies and external agencies. Participating agencies have to pay the capital, operational, and maintenance costs on an ongoing basis. The Participating Agencies are FDOT, CFX, MDX and THEA. All other agencies are external agencies. External agencies shall pay a transaction fee, which has not yet been set. The participating agencies shall divide the revenues received from the external agencies.

In an effort to attempt to estimate the relative costs, the price proposal lists the total initial contract cost (with the fee per paid invoice) with maintenance for years 1 through 6 of $293,937,607 and an optional renewal cost for years 7 to 13 of $299,958,760. A copy of the price proposal is attached as **Composite Exhibit A.** The initial estimate of CFX contribution of capital cost to the Department prior to go live is $8 to $10 million with a less-than-two-year

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[1] Contract, Section 3, CCSS Contract.

[2] See Contract, Section 5, Capital Contributions: The capital cost of Design and Implementation of the CCSS System shall be allocated to the participating agencies pro rata based on a Usage Day Formula.

[3] Contract, Section 6, Design and Implementation Phase: CFX would be required to direct concerns to the FDOT project manager, not the vendor. If CFX staff is not satisfied, staff should advise his/her respective executive director. CFX's primary contact is invited to attend progress meetings. FDOT will address the concerns with the vendor.

[4] Contract, Section 7, Operational Expenses for CCSS Services.

[5] Contract, Section 8. External Agencies Receiving Service from the CCSS.

project schedule and a general go live date in 2017, assuming there are no project delays. The exact price to be charged to the external agencies is unknown.

CFX has no right to control amendments to the CCSS Contract between FDOT and Xerox, even though it is being asked to partially fund the capital contributions as well as the operations and maintenance costs. The Department will be making all of the decisions on any CCSS Contract amendment.[6]

The proposed Master Agreement does not include provisions such as the following:

a. All rights associated with equal partnership status, such as joint management and ownership, warranties, liquidated damages, transaction fees that are provided to FDOT, but not CFX, that was contemplated in the MOU through the development of an ILA.
b. An interest in the capital investment
c. An interest in the data and intellectual property rights
d. A not-to-exceed amount or some assurance that the contribution will not exceed a certain amount for budgeting purposes
e. A termination clause allowing CFX to exit out of the Master Agreement and recoup some of its investment in the event that the project is unsuccessful, too costly, or for some other reason.
f. A process for CFX to participate and decide on and prioritize changes to the CCSS system.
g. The dedication of an office for CFX at the Primary CCSS facility.[7]
h. Detailed and specific cost allocations encompassing all facets of CCSS, including but not limited to:
    - transponder purchases;
    - fees charged by external agencies for the CCSS to be interoperable with external agencies, such as EZ-Pass in the northeast;
    - allocation of salary and administrative overhead;
    - handling of pre-paid tolls;
    - revenue allocation for fees and fines;
    - revenue allocation for negative balances;
    - revenue allocation for interest on accounts.

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[6] Contract, Section 9, Amendment of the CCSS Contract: FDOT has the right to amend the CCSS contract with Xerox, even if it has a material impact, so long as FDOT provides CFX with 60-day notice.

[7] The CCSS Contract requires Xerox to provide an office for CFX at the Primary CCSS facility for a CFX assigned staff person.

HIGHLIGHTS OF THE CCSS CONTRACT BETWEEN FDOT AND XEROX

1. Property Rights. All specifications, files, reports, data are the exclusive property of the Department.[8] Observation: The contract specifically excludes an ownership interest in the specifications, files, reports, and data to CFX. Originally, CFX, through a review of the ITN, believed that it would have access to a replicated copy of the CCSS database. ITN, Exhibit A, Volume 1, System Requirements, section 1.1.3

2. Authority to Decide. The Director of the Department has the right to decide whether the vendor's services are satisfactory.[9] Observation: CFX does not have the right to determine whether the vendor's performance is satisfactory.

3. Term. The term is for an initial period of seven (7) years with a renewal that may not exceed seven (7) years. One extension may be granted for a term not to exceed six months.[10] Observation: FDOT has total control over the term and the extensions of the contract.

4. State's Transaction Fee. The State assesses a 1% transaction fee, which the Vendor shall pay to the State.[11] Observation: This is revenue that should be shared with the participating agencies.

5. Cap. The Department's obligations are limited to the amount budgeted.[12] Observation: CFX does not have a similar budget restriction.

6. Indemnification. The Vendor agreed to indemnify the Department.[13] Observation: CFX is not included as an indemnified party.

7. Bond. The Vendor is required to provide the Department with a bond which is payable to the Department.[14] Observation: CFX is not entitled to enforce the bond.

8. Insurance. The Department is an additional insured.[15] Observation: CFX is not named as an additional insured.

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[8] Contract, Section 1C. Services and Performance.
[9] Contract, Section 1F.
[10] Contract, Section 2.
[11] Contract, Section 3G. Compensation and Payment.
[12] Contract, Section 3J.
[13] Contract, Section 4A.
[14] Contract, Section 4D. See also, ITN, page 45, 2.38, Performance Bond (The performance bond is payable to the Department).
[15] Contract, Section 4E. See also ITN, page 43, 2.37, Insurance (The Department is named as an additional insured on all applicable coverage)

9. Termination. The Department has the right to terminate or take whatever action is deemed appropriate in the event of unsatisfactory performance of the Vendor.[16] Observation: CFX does not have the right to terminate. Observation: CFX does not have a companion right to terminate.

10. Right to Work in Progress. All work in progress shall become the property of the Department.[17] Observation: CFX does not have a similar right.

11. Warranties. The system warranty is for a period of one year from the date of acceptance by the Department. All servers shall have a warranty of not less than five years from the date of acceptance. There are similar warrantees for equipment, software, third parties, services, data accuracy, and additional warranties. All of their warrantees are for the benefit of the Department.[18] Observation: CFX does not have the right to any of the warranties.

12. Liquidated Damages. The Department has the right to exercise liquidated damages in the amount of $5,000 per day for each calendar day after the designated date for go live.[19] Observation: CFX does not have a right to a refund or a share of the liquidated damages.

13. Escrow. The Department has the right to remove all technical documentation deposited with the escrow agent.[20] Observation: The Escrow is not available to CFX. CFX and the other Participating Agencies are paying for the capital cost of the project without any ownership interests.

14. Default. The Department may exercise a number of rights in the event of default including forcing performance and taking possession.[21] Observation: CFX does not have the right to possession.

15. Lost Revenue. The contractor is obligated to reimburse the Department for revenues that are lost.[22] Observation: The distribution of any such revenues to CFX is unclear.

16. Transition. The contractor shall cooperate with the Department to facilitate a smooth succession.[23] Observation: If the vendor is unsuccessful, it is unclear what rights and remedies CFX would have to recover its capital investment and to participate in the succession process.

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[16] Contract, Section 4B. There are two paragraphs numbered four. See also, ITN, page 50, 2.42, Notice of Default/Chance to Cure and Termination.
[17] Contract, Section 4D.
[18] ITN, page 39, 2.34, Warranties.
[19] ITN, page 47, 2.40 Liquidated Damages.
[20] ITN, page 49, Section 2.41, Event of Default.
[21] ITN, page 50, 2.43, Remedies in the Event of Default.
[22] ITN, page 51, 2.44, Actual Damages.
[23] ITN, page 52, 2.45, Succession and Transition.

17. Inventions. The Department has the right, title and interest in and to inventions, software, ideas developed by the contractor and any subs for the Department.[24] Observation: This may encompass ideas that originated from CFX.

18. License. The Contractor grants to the Department a royalty-free, perpetual, universal, irrevocable, nonexclusive license in object code, etc.[25] Observation: The license does not extend to CFX.

[24] ITN, page 54, 2.48, Department Owned Inventions and Software.
[25] ITN, page 56, 2.51, License and Escrow.

CCSS MEMORANDUM OF UNDERSTANDING (MOU)

CENTRALIZED CUSTOMER SERVICE SYSTEM
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of this 12th day of Sept., 2012 between Florida's Turnpike Enterprise ("FTE"), Miami Dade Expressway Authority ("MDX"), Orlando-Orange County Expressway Authority ("OOCEA"), Tampa Hillsborough Expressway Authority ("THEA") (individually a "Participating Agency" and collectively "Participating Agencies"). The Participating Agencies agree as follows:

1. The Participating Agencies desire to implement a centralized customer service system (CCSS) for statewide back office operation for administration of electronic toll collection activities to: (i) provide a single point of contact for all of the Participating Agencies' non-cash toll collection customers to improve and simplify customer service; (ii) reduce the cost of non-cash toll collection; and (iii) provide a single, centralized service center with regional satellite offices.

2. The Participating Agencies envision that a CCSS will provide various services, including, but not limited to, those relating to the establishment and maintenance of customer accounts, the distribution of transponders for customers, violations processing and enforcement, and interfacing with third parties such as airport parking facilities, private parking facilities, rental car providers, fleet customers and others.

3. Each Participating Agency expressly reserves its respective statutory powers and autonomy.

4. As a result of this MOU, the Participating Agencies intend to implement a CCSS through a jointly developed Interlocal Agreement among all the Participating Agencies pursuant to Section 163.01, Florida Statutes. In connection with execution of the Interlocal Agreement, each Participating Agency will obtain an opinion of bond counsel that the terms of the Interlocal Agreement and the implementation of the centralized statewide back office in accordance with those terms will not violate any

bond covenants of the Participating Agency. The Interlocal Agreement (ILA) is expected to include agreement on:

i. Guidelines for development of a procurement document for the provision of CCSS services by a third party vendor, including system technology and data requirements;
ii. The location of the centralized service center, disaster recovery and backup operations site(s), and regional walk-in customer service centers which support walk-up counter services, resolution of transaction discrepancies, and development of billable transactions and image reviews;
iii. Interoperability between the CCSS and non-participants;
iv. Interfaces with third parties such as parking facilities, rental car providers, fleet services and special customer requests;
v. Common business rules for customer account management, customer account types, and customer communications;
vi. Common procedures for the issuance of unpaid toll notices, citations, and vehicle registration holds and releases;
vii. Procedures to adopt or modify business rules related to functions of the CCSS. The Participating Agencies agree to work cooperatively to address and resolve any issues that may arise during the administration of the CCSS contract and to promptly address issues and effect written modification to the ILA as it from time to time may be required.
viii. Procedures for protection of customer data;
ix. Quality control processes and reporting requirements;
x. Data retrieval and reporting requirements;
xi. A violation enforcement system that meets the requirements of all court jurisdictions;
xii. Criteria for a common customer service center website;
xiii. Audit processes and reporting needs;

xiv. Administrative fees;

xv. Collection criteria;

xvi. The use of collection agencies;

xvii. Maintenance of minimum account balances and handling of negative balances;

xviii. Allocation and distribution to each agency the toll transaction and violations revenues and fees for their roadways and the associated processes for allocation and distribution.

xix. The disposition of interest earnings on prepaid toll accounts;

xx. Identification of each agency's costs related to the operations and administration of the CCSS and the method of allocation and collection of those costs.

5. The Participating Agencies expect that FTE will take the lead and provide funds for the cost of the development of the procurement document needed to implement the CCSS.. The procurement document will provide that the other Participating Agencies have the right to enter into separate agreements with the selected vendor on the same or substantially the same terms as contained in the agreement executed between FTE and the selected vendor. Each Participating Agency will be equally represented on the vendor selection committee. The other Participating Agencies will execute agreements with the selected vendor immediately following execution of an agreement by FTE and the selected vendor. Each Participating Agency will administer its contract with the selected vendor in accordance with the terms and conditions of the Interlocal Agreement.

6. No amendment of the Memorandum of Understanding will be effective unless made in writing and executed by each of the parties of the MOU.

7. This Memorandum of Understanding and the contemplated Interlocal Agreement are subject to approval and ratification by the governing bodies of OOCEA, THEA, and MDX.

The parties have executed this MOU on the dates indicated below.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

FLORIDA'S TURNPIKE ENTERPRISE

BY: _____
Diane Gutierrez-Scaccetti

DATE: 09/12/2012

Legal Review:

_____

MIAMI DADE
EXPRESSWAY AUTHORITY

BY: _____
Javier Rodriguez, P.E.

DATE: 9/4/2012

Legal Review:

_____

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

BY: _____
Max Crumit, P.E.

DATE: 8/30/2012

Legal Review:

_____

TAMPA HILLSBOROUGH
EXPRESSWAY AUTHORITY

BY: _____
Joe Waggoner

DATE: 9/10/2012

Legal Review:

_____

FDOT PROPOSED MASTER AGREEMENT

CENTRALIZED CUSTOMER SERVICE SYSTEM
MASTER AGREEMENT

THIS AGREEMENT is dated as of _____, 2015, and is entered into between the State of Florida Department of Transportation (the "Department"), the Central Florida Expressway Authority ("CFX"), the Miami-Dade County Expressway Authority ("MDX"), and the Tampa-Hillsborough County Expressway Authority ("THEA") (individually a "Participating Agency" and collectively, the "Participating Agencies").

RECITALS

A. Each of the Participating Agencies is an agency of the State of Florida which owns and operates toll facilities that are included in the State Highway System.

B. The Participating Agencies desire to implement a single centralized customer service system ("CCSS") for statewide administration of electronic toll collection activities and to provide a single point of contact for all of the Participating Agencies' non-cash toll collection customers to improve and simplify customer service.

C. The Participating Agencies cooperatively developed the Scope of Work and Requirements for operation of the CCSS, which contains the mutually agreed upon requirements and rules under which the CCSS will operate, and was included in the ITN (as defined below).

D. On November 1, 2013, the Department advertised Invitation to Negotiate ITN-DOT-13/14-8001-SM (the "ITN"), soliciting proposals from firms interested in participating in competitive negotiations for the award of a contract to provide the CCSS and associated Operations and Maintenance (the "CCSS Contract").

E. Each of the Participating Agencies assigned qualified staff who participated in technical review of proposals from firms submitted in response to the ITN and in the ranking of the proposing firms to determine the proposer with which the Department will conduct negotiations for the CCSS Contract.

F. The Department appointed qualified Department staff to act as the Department Negotiation Team pursuant to the ITN and section 287.057(16)(a)2. The Department's Negotiation Team has conducted negotiations of the CCSS Contract with the selected proposer in accordance with the Final Order issued by the Department in the consolidated bid protests that were filed regarding the ITN (Division of Administrative Hearings Case Nos. 14-2322BID and 14-2323BID). Each of the Participating Agencies assigned qualified staff who were present for the negotiations, evaluated the terms being negotiated by the Department Negotiation Team, and addressed comments or concerns to the Department Negotiation Team to assist the Department with negotiating terms that would be acceptable to each Participating Agency.

G. The Participating Agencies desire to continue to cooperate through the implementation of the CCSS Contract.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Participating Agencies agree as follows:

1. Recitals. The foregoing recitals are true, correct, and incorporated into the body of this Agreement as terms.

2. Definitions. Words and terms not otherwise defined in this Agreement shall have the meanings provided in the ITN, the Exhibits to the ITN, and the ITN Addenda. Particular reference should be made to:

The Standard Written Agreement
The ITN Special Conditions
Exhibit A – Scope of Work and Requirements
- Volume I – Systems Requirements
- Volume II – Operations Requirements
- Volume III – Implementation Related Services, Training and Maintenance Requirements
- Volume IV – Performance Requirements
- Attachment 1 – CCSS Business Rules
- Attachment 2 – Agency Volume and Operations Information
- Attachment 3 – Agency Facility Maps
- Attachment 4 – Agency Toll Rate Schedules
- Attachment 5 – Agency Discount Plans and Special Programs
- Attachment 6 – Interface Control Documents
- Attachment 7 – Pinellas Bayway Walk-in Center
- Attachment 8 – Future Transit Functionality
- Attachment 9 – CCSS Process Flows
- Attachment 10 – Agency Specific Reports

Exhibit D – Glossary of Terms.

3. CCSS Contract. The Department has concluded negotiations and has published notice of its intent to award the CCSS Contract to the successful proposer (the "Vendor"). The CCSS Contract will, among other things, require the Vendor to furnish the System and Services capability and associated Hardware, Equipment, and Software to meet the requirements in the ITN Exhibit A Volume I System Requirements, and associated Volume IV Performance Requirements, of the integrated, single statewide CCSS that will serve each of the Participating Agencies, through Approval of Go-Live and Final Acceptance of the Implementation Phase. The CCSS Contract will also require the Vendor to: (i) furnish all

necessary Operations Equipment and physical build-out of the CCSS facilities, including walk-in centers; (ii) furnish all necessary Services required to meet the Volume III Implementation Related Services, Training and Maintenance Requirements and associated Volume IV Performance Requirements, including training of all Participating Agencies' users; and (iii) furnish all support and Maintenance of all CCSS Equipment and facilities. The CCSS Contract will further provide the terms under which the Vendor operates the CCSS System to provide Operations Services to the Department, CFX, MDX, and THEA.

By execution of this Agreement, each Participating Agency acknowledges that the CCSS Contract terms negotiated by the Department are acceptable to the Participating Agency. Acknowledgement of acceptability of the CCSS Contract terms shall not be construed as making the Participating Agency a party to the CCSS Contract or prohibiting the Participating Agency from negotiating for additional or enhanced Operations Services as provided in section 4 of this Agreement. Each Participating Agency shall make the capital contributions required under section 5 of this Agreement and shall be entitled to obtain Operations Services from the CCSS as provided in this Agreement.

4. Supplemental CCSS Contracts. The CCSS Contract will specifically provide that CFX, MDX, and THEA may obtain additional or enhanced Operations Services for their individual benefit from the Vendor that exceed the scope or requirements included in the CCSS Contract at their individual cost, on such terms as they may individually later negotiate with the Vendor, including any Agency Specific Reports any of them may require. To ensure that the CCSS operates in a consistent fashion to provide the public with a streamlined single point of contact for non-cash toll collection business, the right to obtain additional or enhanced Operations Services shall not include the right to request that the Vendor operate the CCSS in a manner different than provided in the CCSS Contract or vary any aspect of the Operations Services which is accessible by the public. Additional or enhanced Operations Services will be provided directly by the Vendor to each Participating Agency under the terms of the specific contract between the Vendor and the Participating Agency. Each Participating Agency shall be responsible for compensating the Vendor for the capital expense of development and any additional ongoing operational costs associated with the services provided to the Participating Agency under any specific contracts for enhanced or additional services.

5. Capital Contributions. In recognition of the fact that the CCSS will serve each of the Participating Agencies, the capital cost for Design and Implementation of the CCSS System, through Final Acceptance of the CCSS System at the conclusion of the Design and Implementation Phase, shall be allocated to the Participating Agencies pro rata based on a Prepaid Account usage day formula calculated for the period from July 1, 2013 through June 30, 2014. The Prepaid Account usage day formula allocates a usage day to a Participating Agency if a transponder or a license plate associated with a pre-paid account has a transaction on a given day on the Participating Agency's facility. Only one usage day shall be allocated to a Participating Agency for use of the Participating Agency's facilities on a given day by a single pre-paid account, regardless of the number of transactions, license plates, or transponders associated with the account. The usage day formula shall be calculated as reflected on Exhibit A to this Agreement. Each Participating Agency's share of the capital costs for the CCSS System shall be equal to the ratio of its total usage days to the total number of usage days over the

specified year period for all Participating Agencies. The initial expected schedule of payments to the Vendor is Exhibit B to the ITN. CFX, MDX, and THEA shall pay their share of the cost for Design and Implementation of the CCSS System to the Department no later than thirty (30) days after receipt of invoicing from the Department. The Department shall provide each of the Participating Agencies copies of invoices from the Vendor and such other documentation as they may reasonably request to substantiate the costs incurred by the Department for Design and Implementation of the CCSS System.

6. Design and Implementation Phase. Upon execution of the CCSS Contract, the Department will designate a Project manager. To enable Design and Implementation of the CCSS System, each Participating Agency shall provide the Department Project manager with such information and cooperation as is required for the Vendor to establish an Interface between the CCSS System and each Participating Agency's Toll collection and image processing Host System. Each Participating Agency shall further provide the Department Project manager with such information and cooperation as is required for the Vendor to establish the other Interfaces specified in Exhibit A Volume I System Requirements, or otherwise required for Operation of the CCSS System, including, but not limited to, the Interfaces to the Florida Department of Law Enforcement for Registered Owner of Vehicle ("ROV") Information and Registration Stops, Merchant Service Providers, Credit Card Update Service Providers, CCSS Banking Services Providers, Collection Agencies, and Court Clerks. Each Participating Agency shall provide the Department Project manager with such information and cooperation as is required for the Vendor to: (i) Design, develop, and test the CCSS System, including the Software required to operate the CCSS; (ii) perform the data migration, transition, and Go-Live testing; and (iv) perform the operational and Acceptance testing of the CCSS System.

During the Design and Implementation Phase, CFX, MDX, and THEA shall each designate a staff member who will be the primary contact for the Department Project manager to obtain any information needed by the Vendor. CFX, MDX, and THEA shall advise the Department Project manager of any concerns they may have regarding the Vendor's performance in the Design and Implementation Phase. To avoid the potential for inconsistent direction to the Vendor, the representatives of CFX, MDX, and THEA shall address comments and concerns regarding the Vendor's performance to the Department Project manager and not the Vendor. If a Participating Agency's staff are not satisfied with the manner in which an expressed comment or concern is being addressed, they will advise their respective Executive Director. The Participating Agencies will work cooperatively throughout the Design of the CCSS System and the Implementation Phase.

Monthly Project reports furnished by the Vendor to the Department will be promptly provided to each other Participating Agency. The Department shall also invite the other Participating Agencies' designated primary contact to all monthly progress meetings with the Vendor. The Participating Agencies will timely provide the Department Project manager with all comments and concerns regarding documentation required of the Vendor to allow the Department adequate time to formally address those concerns with the Vendor before approval of the Vendor's Project Management Plan or other required documentation.

7. Operational Expenses for CCSS Services. At the start of the Operational Phase of the CCSS Contract, the operational costs for services provided by the CCSS shall be allocated to the Participating Agencies based on the Usage Day Model and Usage Methodology formulas as calculated in Exhibit A to this agreement.

The Usage Day Model will be used to allocate costs for Prepaid Accounts as defined in Exhibit A to this agreement. Only one usage day shall be allocated to a Participating Agency for use of the Participating Agency's facilities on a given day by a single pre-paid account, regardless of the number of transactions, license plates, or transponders associated with the account.

The Usage Methodology shall be used to allocate costs for Postpaid invoices and enforcement activities as defined in Exhibit A to this agreement.

Additional costs incurred by the Department for credit card fees shall be paid by all of the Participating Agencies on the monthly basis. Credit card fees shall be paid by each Participating Agency based on the agency's pro rata share of the fees. The pro rata share for each agency shall be calculated by dividing the agency's revenue from prepaid accounts by the total net revenues for all of the Participating Agencies prepaid accounts for the billing month.

CFX, MDX, and THEA shall pay their share of the cost for Operational Costs of the CCSS System, including the cost of providing operational services to external agencies, to the Department no later than thirty (30) days after receipt of invoicing from the Department. The Department shall provide each of the Participating Agencies copies of invoices from the Vendor and such other documentation as they may reasonably request to substantiate the costs incurred by the Department for Operations of the CCSS System.

8. External Agencies Receiving Service from the CCSS. As defined in this Master Agreement, the Participating Agencies to the Agreement are the Florida Department of Transportation, the Central Florida Expressway Authority, the Miami-Dade County Expressway Authority, and the Tampa-Hillsborough County Expressway Authority. All other agencies that receive services from the CCSS shall be considered External Agencies. Only Participating Agencies will be able to obtain Operations Services from the CCSS Vendor under the terms of the CCSS Vendor's Agreement with the Department. All External Agencies shall pay a 'per transaction' fee for the processing of the transaction by the CCSS. The per transaction fee shall be established by the Department with input from the other Participating Agencies. The revenues from the fees collected for External Agency Transaction Processing shall be divided between the Participating Agencies on an annual basis. The revenues will be distributed to each of the Participating Agencies based on each agencies pro rata share of the revenues. The pro rata share for each agency shall be calculated by dividing the agency's revenues from toll collections by the total revenues collected by all of the Participating Agencies for the prior 12 month period.

9. Amendment of the CCSS Contract. Following execution of the CCSS Contract, the Department shall not agree to any amendment of the CCSS Contract that has a material impact on any of the terms thereof without: (i) providing CFX, MDX, and THEA at least sixty (60) days advance notice of its intent to amend the CCSS Contract; and (ii) considering in good

faith any comments or concerns regarding the proposed amendment that CFX, MDX, or THEA submits to the Department, in writing, within such time period.

10. 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 or within three (3) days after depositing with the United States Postal Service postage prepaid by registered or certified mail return receipt requested or within one (1) day after depositing with an overnight delivery service from which a receipt may be obtained and addressed as follows:

Department: Executive Director
Florida's Turnpike Enterprise
Turkey Lake Service Plaza, Milepost 263
Ocoee, FL 34761

CFX: Executive Director
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

MDX: Executive Director
Miami-Dade County Expressway Authority
3790 NW 21st Street
Miami, Florida 33142

THEA: Executive Director
Tampa-Hillsborough County Expressway Authority
1104 East Twiggs
Tampa, FL 33602

11. Binding Effect. This Agreement and all of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Participating Agencies and their respective successors and assigns.

12. Further Assurances. From and after the execution of this Agreement, the Participating Agencies shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments and documents as any other Participating Agency may reasonably require in order to more fully perform the actions contemplated by and provided for in this Agreement.

13. Third Party Beneficiaries. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall inure to the benefit of or be enforceable by any third party not a party hereto, it being the express intent of the Participating Agencies that there be no third party beneficiary to this Agreement.

14. Amendments. Neither this Agreement nor any term, covenant or condition hereof may be modified or amended, except by written agreement signed by all Participating Agencies.

15. Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

16. Execution. Notwithstanding any statutory or decisional law to the contrary, a facsimile transmittal or electronic transmittal of a .pdf shall constitute an original and be deemed to be "written" and a "writing" for all purposes of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS ON THE NEXT PAGE]

IN WITNESS WHEREOF, the duly authorized representatives of the Participating Agencies have executed this Agreement this __day of_____, 2015.

FLORIDA DEPARTMENT OF TRANSPORTATION
BY:
FLORIDA'S TURNPIKE ENTERPRISE

_____
Executive Director

Legal Review:

_____

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

_____
Executive Director

Legal Review:

_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Interim Executive Director

Legal Review:

_____

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

_____
Executive Director

Legal Review:

_____

EXHIBIT A

USAGE DAY FORMULA

Prepaid Accounts – Usage Day Model

In the Usage Day Model, when a customer's account has one or more transactions on a single agency's facilit(y)ies during the course of a day, they are assigned a 'single usage' of the customer's account for the day. The 'usage of the account' is independent of the number of transactions on the agency's facilit(y)ies and is also independent of whether one or more transponders from a customer's account had a transaction. If a transponder on the customer's account is used on another agency's facilit(y)ies on the same day, then this second agency would also be assigned a 'single usage' of the customer account and would share in the cost of the account for that *Usage Day*. At the end of each billing period, the number of daily 'account usages' is added up for each agency and the vendor's charges for the prepaid active accounts are allocated to the participating agencies based on their pro-rata share of 'account usages' during the billing period.

In order to calculate the allocation, a report will be run each billing period. The report will reflect the total number of 'account usages' by day for each participating agency over the entire billing period. Each agency will be allocated costs based on the following:

$$\left(\frac{\#\ of\ agency's\ 'account\ usages'\ for\ billing\ period}{total\#\ of\ 'account\ usages'\ for\ billing\ period}\right) \times vendor's\ charges\ for\ prepaid\ active\ accounts$$

Postpaid Invoices and Enforcement Activities Usage Methodology

The Usage Methodology is used for allocating agency costs for postpaid invoices generated and enforcement activities administered by the back office vendor. This methodology associates a single 'usage' if a toll agency had a single or multiple transactions on the invoice, or any associated enforcement activity. The costs associated with the invoice generation and administration of the invoice would be shared by each of the agencies that had 'usage' on the invoice.

In order to calculate the allocation, a report(s) will be run each billing period. The report(s) will reflect, by agency (separately for each type of notice). The total number of invoices on which one or more of the agency's transactions appeared, and the enforcement activity associated with each transaction.

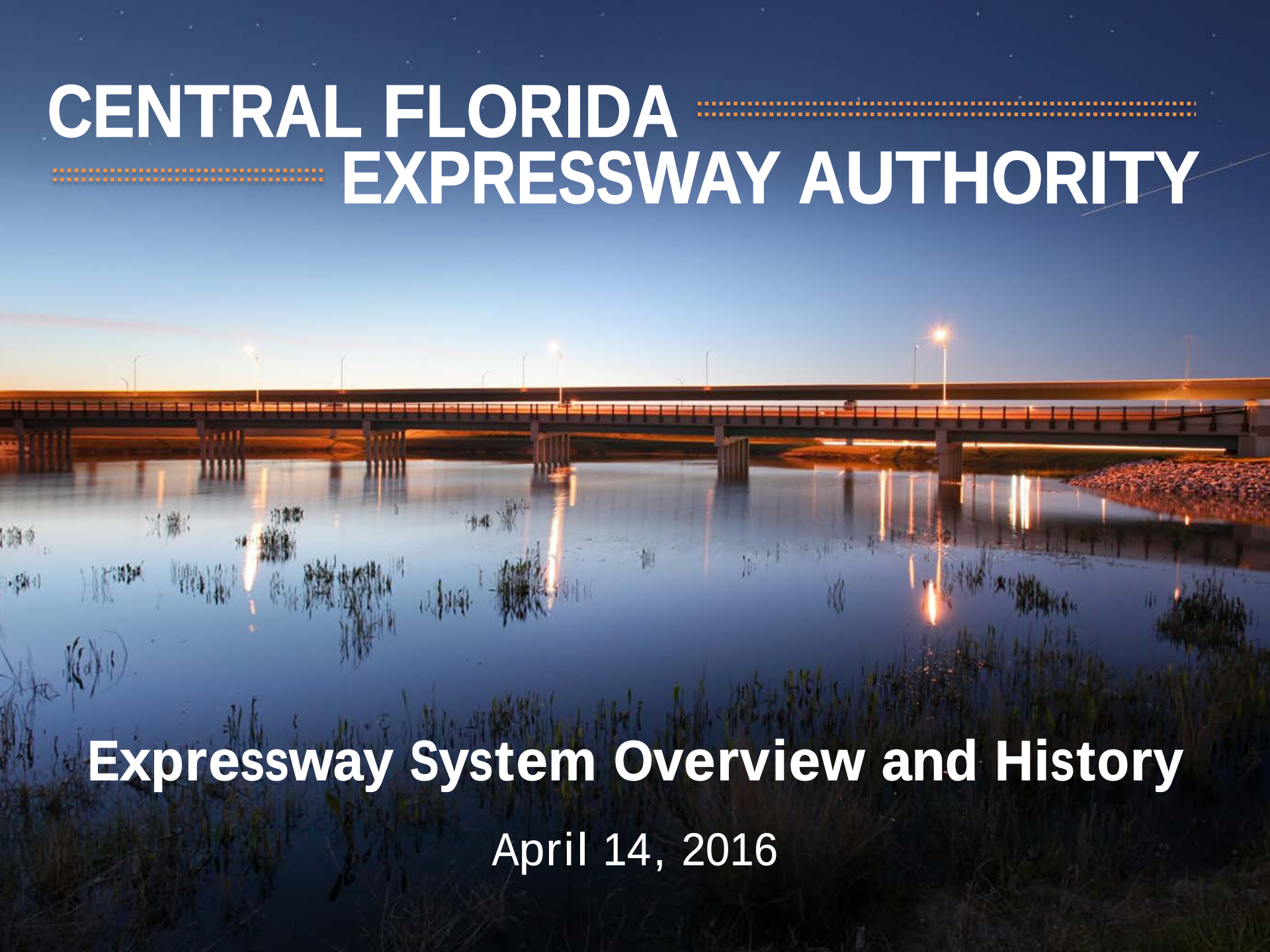
Each agency will be allocated costs based on the following:

$$\left(\frac{\#\ of invoices\ on\ which\ one\ or\ more\ of\ the\ agnecy's\ transactions\ appeared}{total\ \#\ of\ invoices\ for\ billing\ period}\right) \times vendor's\ charges\ for\ postpaid\ invoices$$

$$\left(\frac{\#\ of\ enforcement\ activities\ for\ the\ agnecy's\ transactions}{total\ \#\ of\ enforcement\ activities\ for\ billing\ period}\right) \times vendor's\ charges\ for\ enforcement\ activities$$

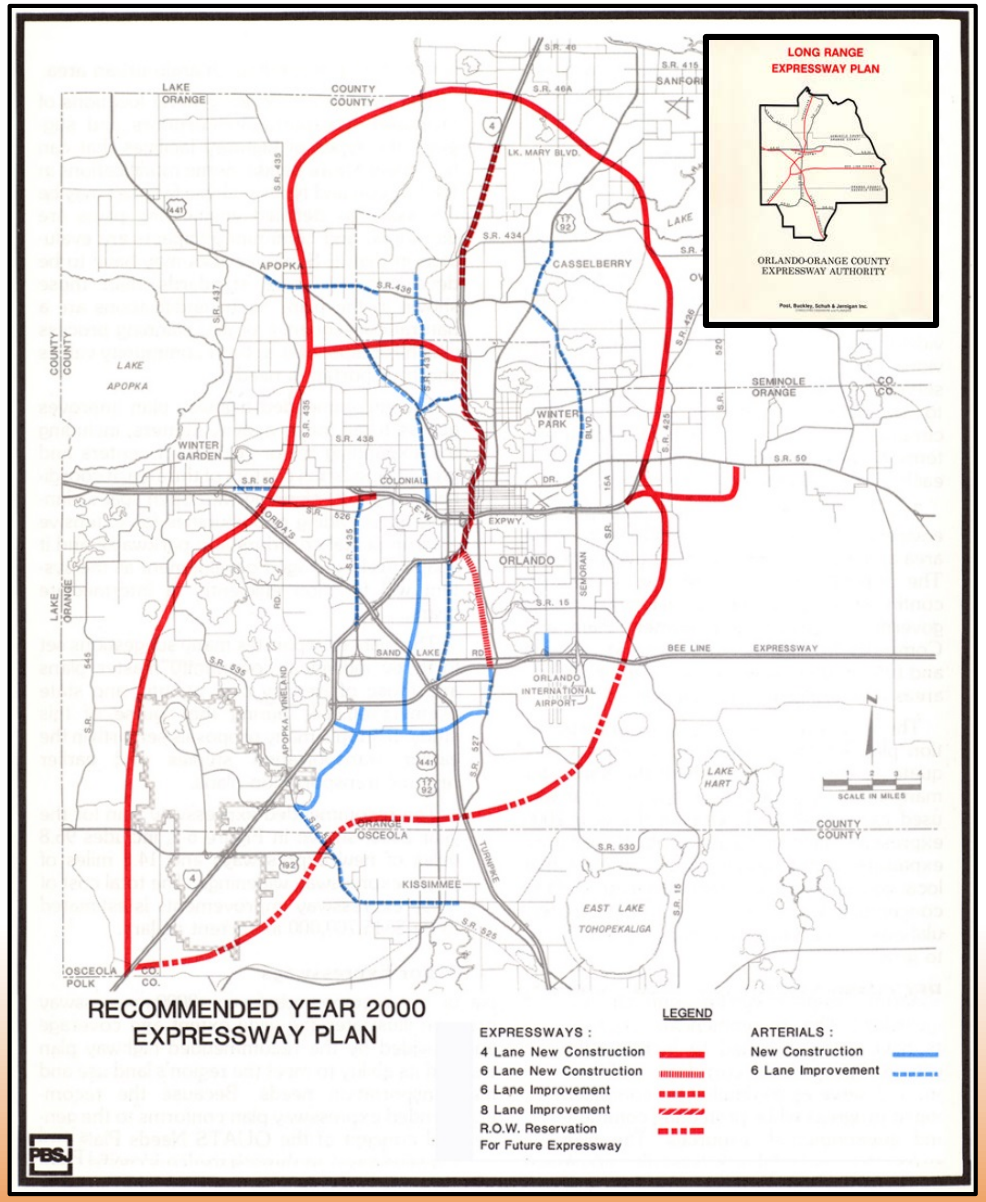
F. 2.

HISTORY OF EXPRESSWAY PROJECTS

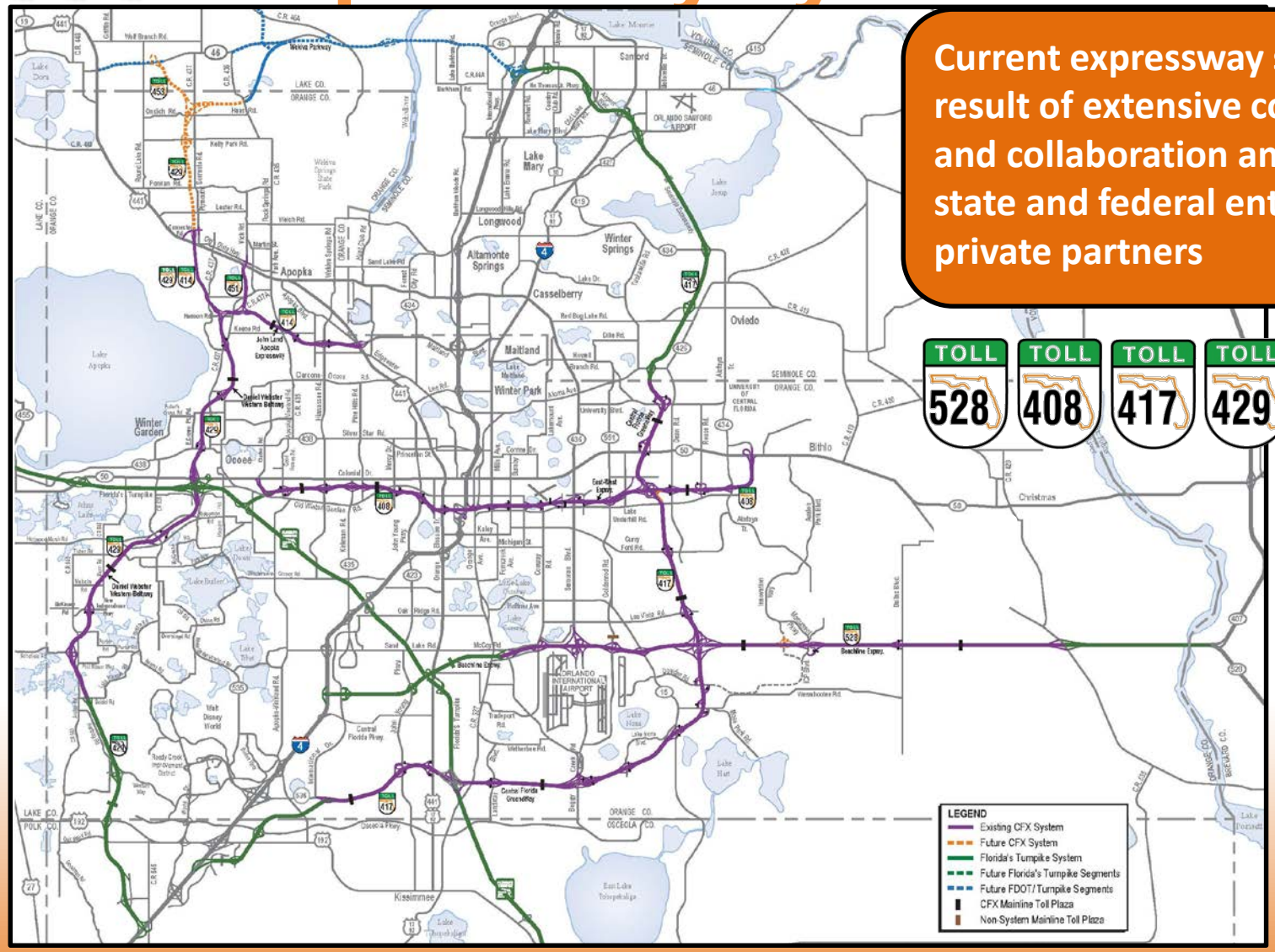

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Expressway System Overview and History
April 14, 2016

History

- "Outer Belt Route" first proposed in 1950's
- Orlando Urban Area Transportation Plan first adopted in 1969
- OOCEA Long Range Expressway Plan adopted in 1983



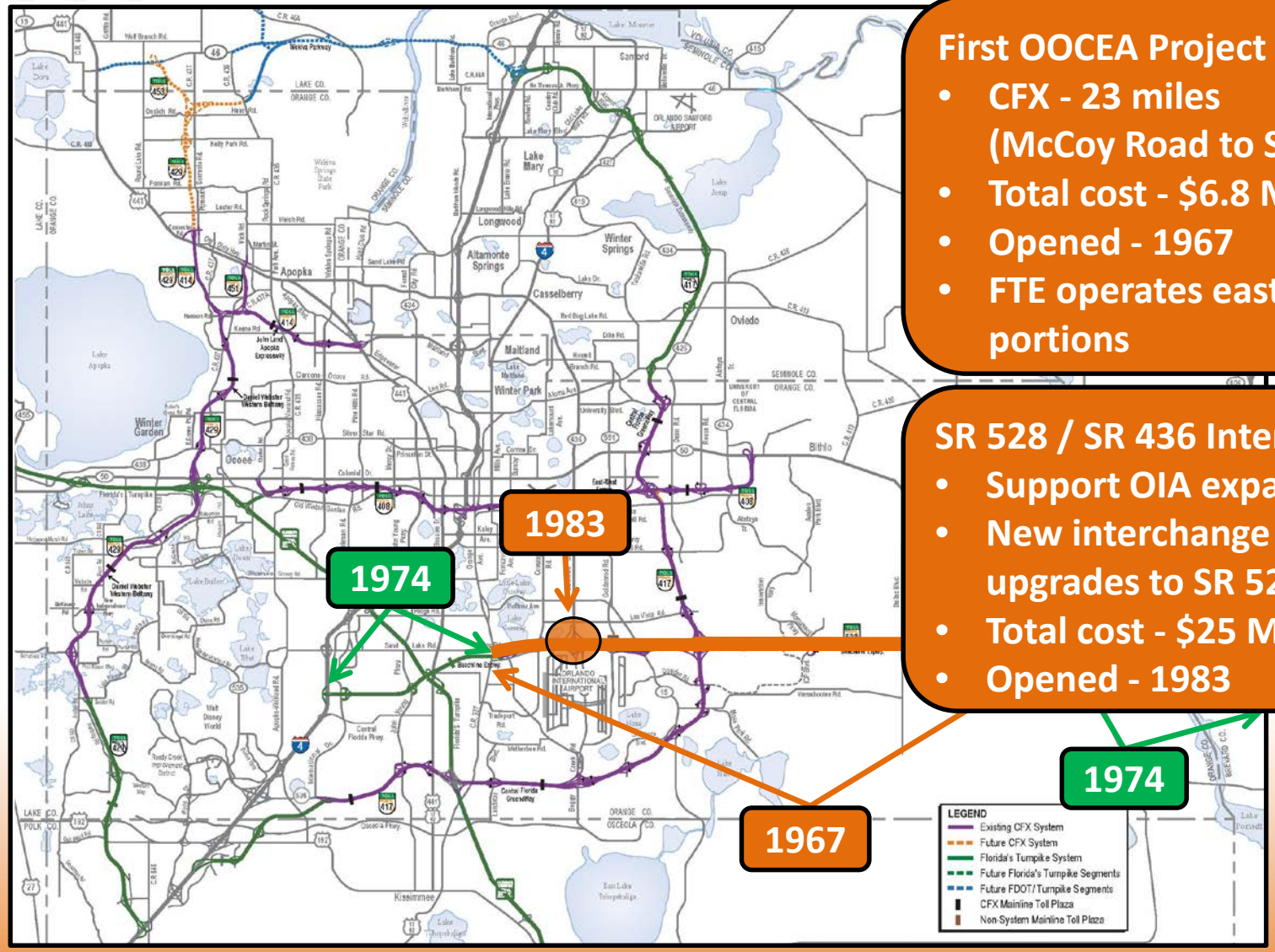
Expressway System Overview



Current expressway system result of extensive coordination and collaboration among local, state and federal entities and private partners

TOLL 528 TOLL 408 TOLL 417 TOLL 429 TOLL 414 TOLL 451

SR 528



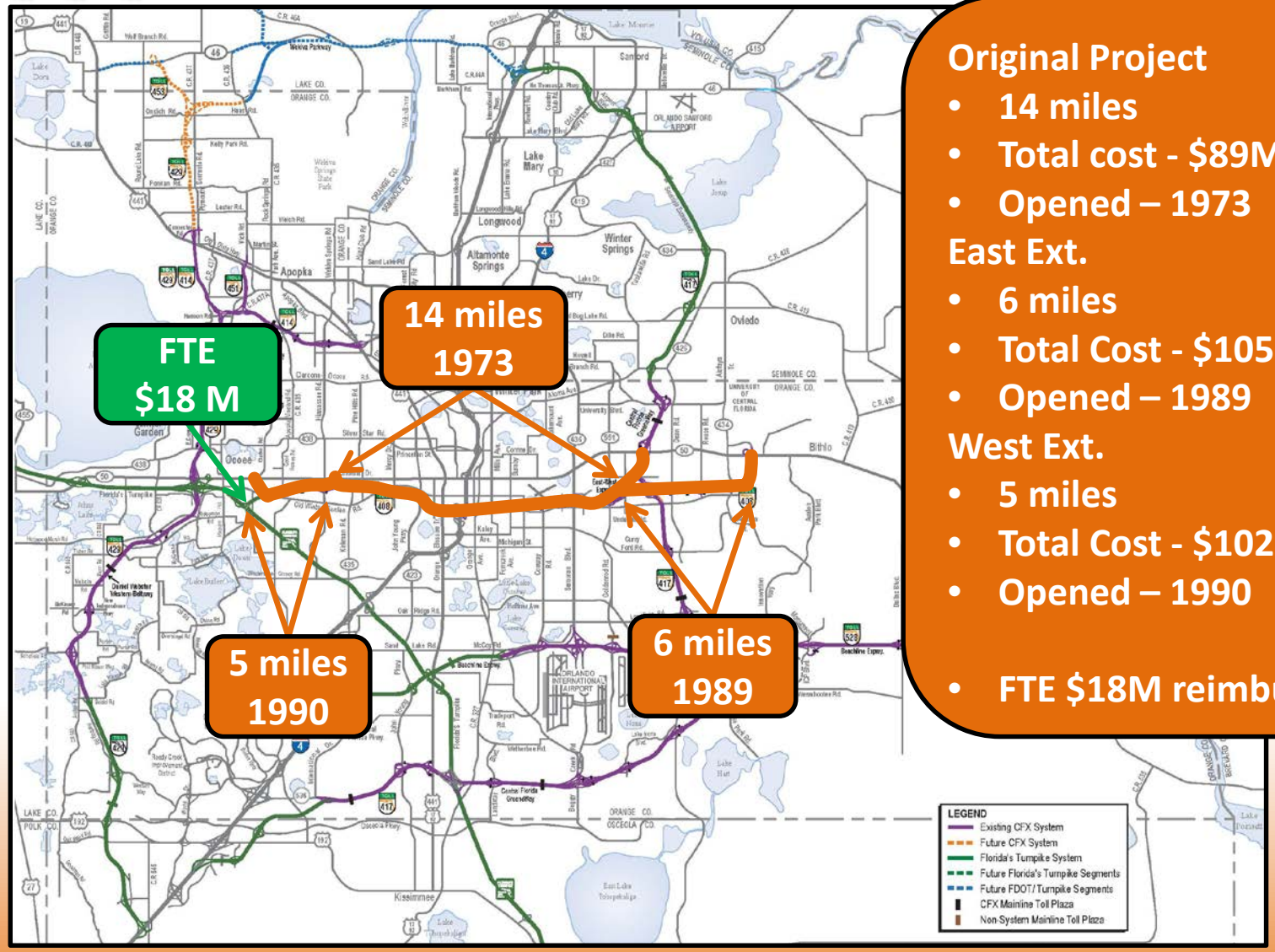
First OOCEA Project

- CFX - 23 miles (McCoy Road to SR 520)
- Total cost - $6.8 M
- Opened - 1967
- FTE operates east and west portions

SR 528 / SR 436 Interchange

- Support OIA expansion
- New interchange and upgrades to SR 528
- Total cost - $25 M
- Opened - 1983

SR 408



Original Project

- 14 miles
- Total cost - $89M
- Opened – 1973

East Ext.

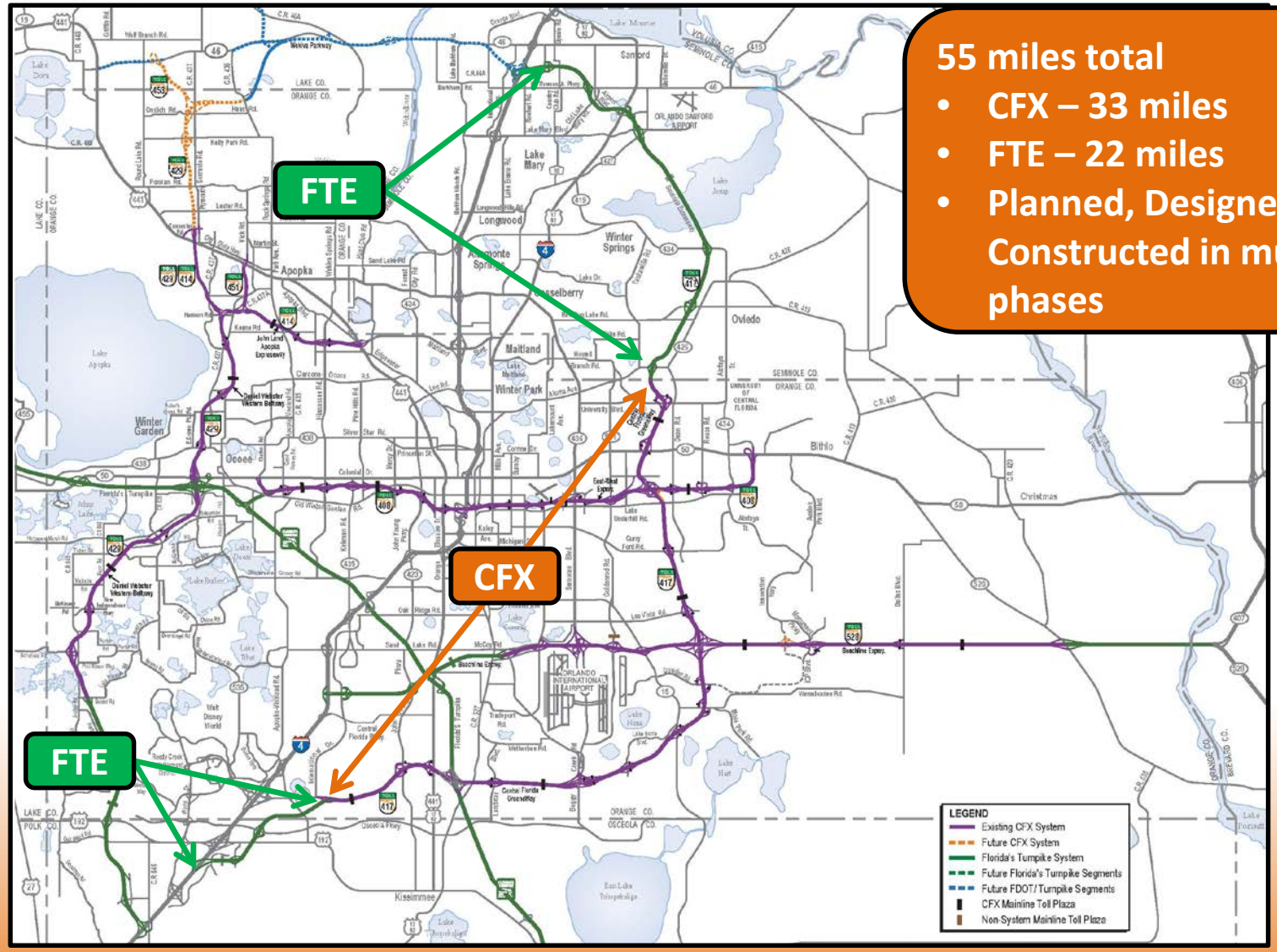
- 6 miles
- Total Cost - $105M
- Opened – 1989

West Ext.

- 5 miles
- Total Cost - $102M
- Opened – 1990

- FTE $18M reimbursement

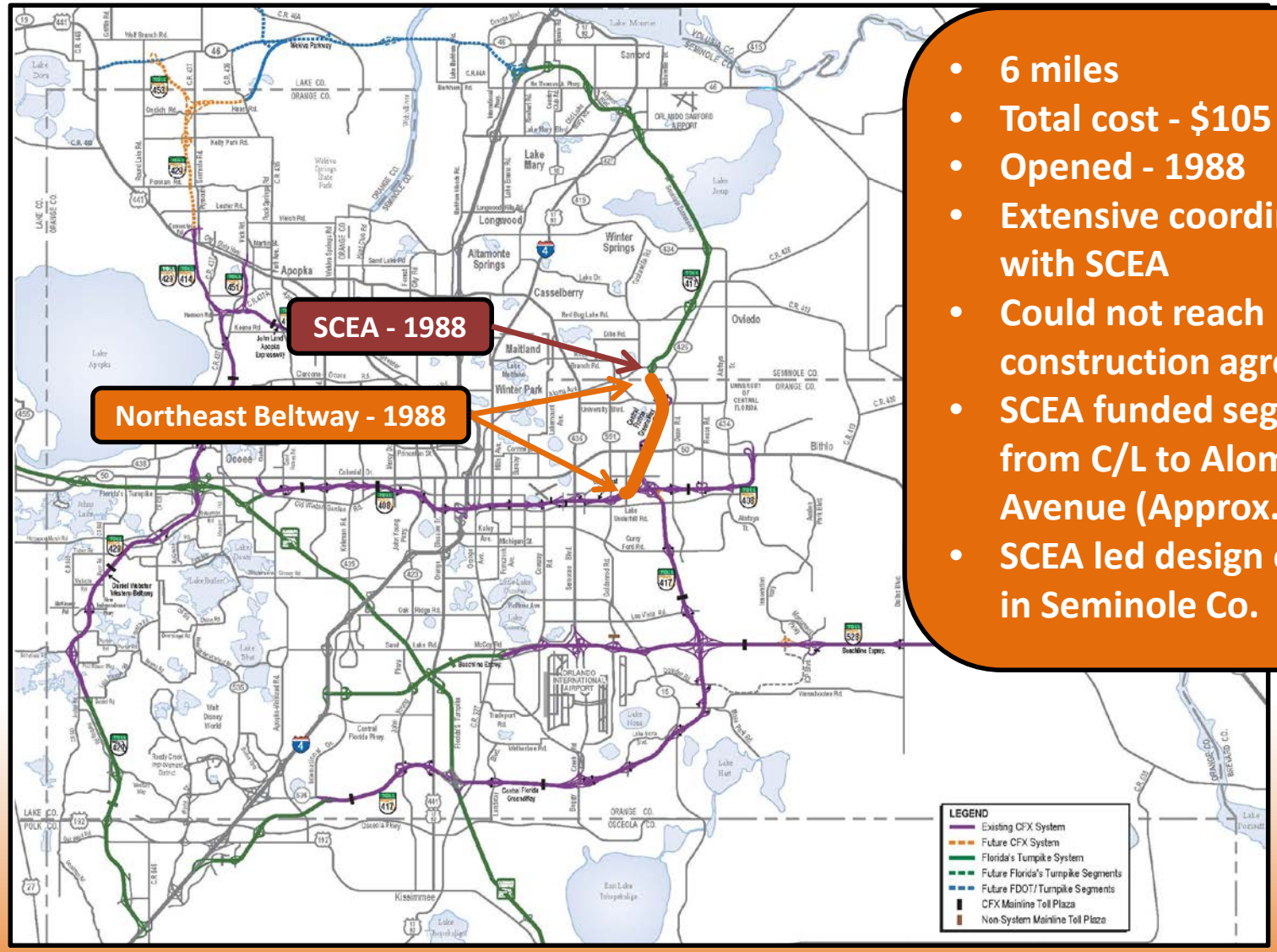
SR 417 - Overview



55 miles total

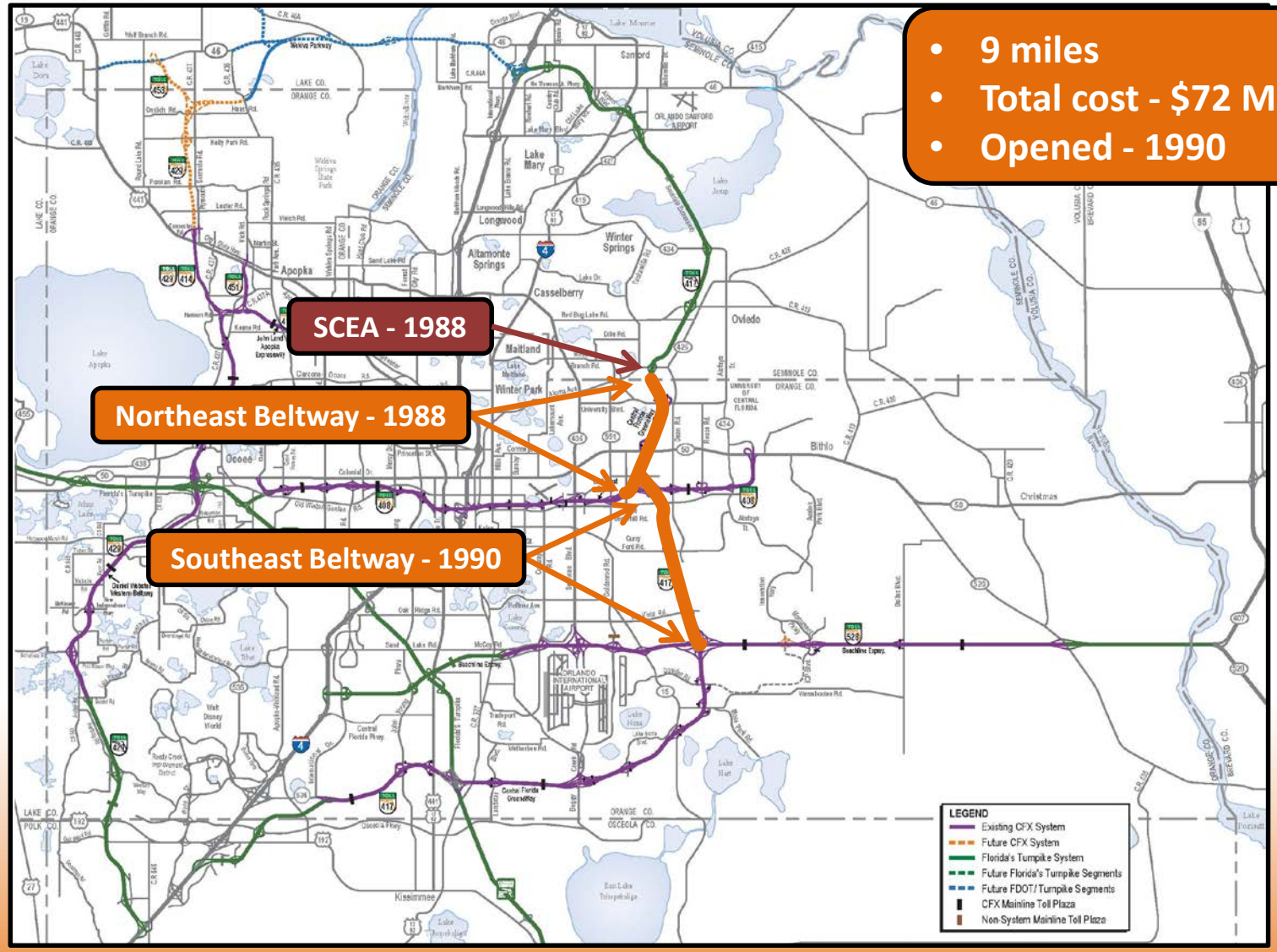
- **CFX – 33 miles**
- **FTE – 22 miles**
- **Planned, Designed and Constructed in multiple phases**

SR 417- Northeast Beltway



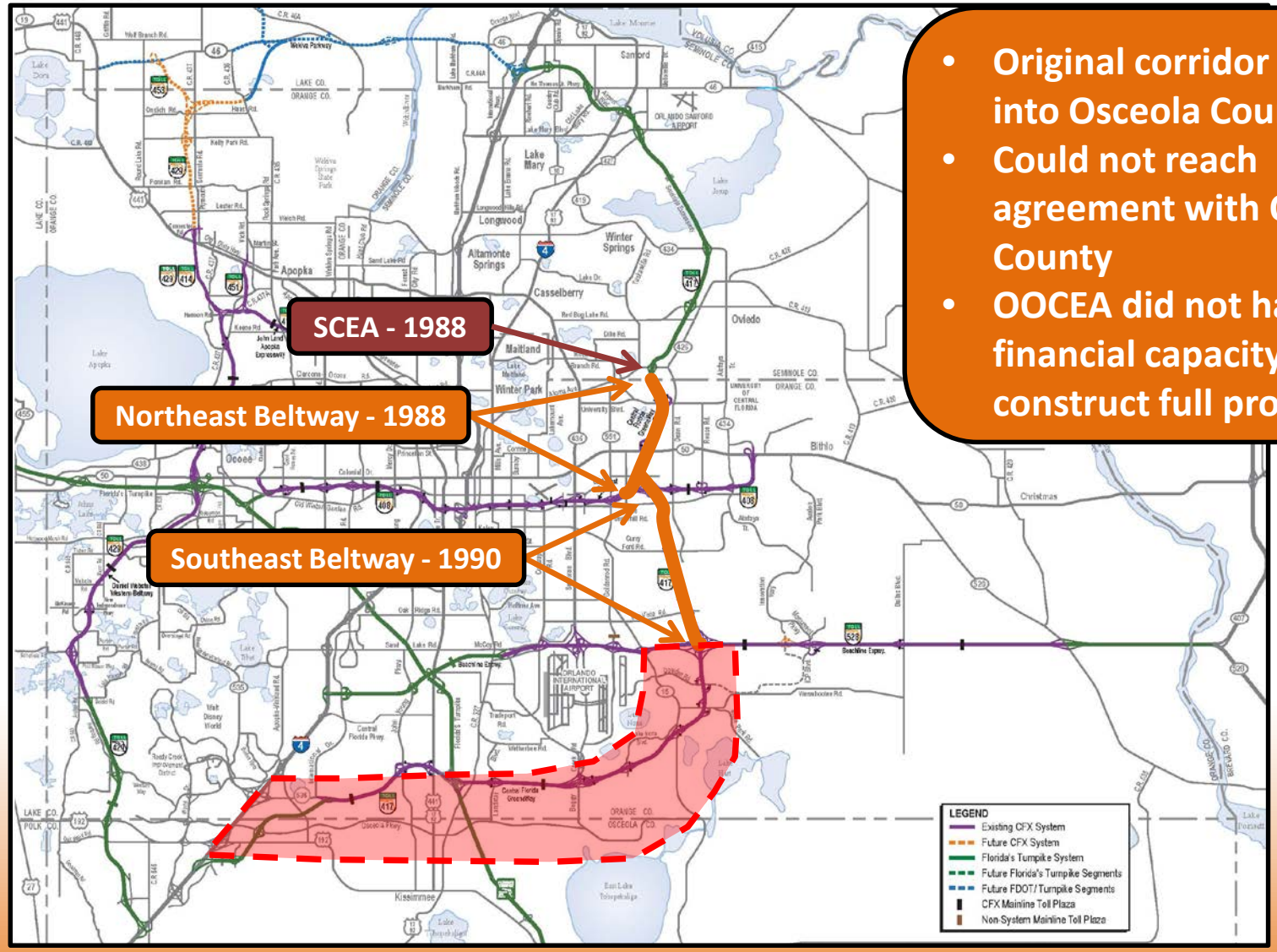
- 6 miles
- Total cost - $105 M
- Opened - 1988
- Extensive coordination with SCEA
- Could not reach construction agreement
- SCEA funded segment from C/L to Aloma Avenue (Approx. $5M)
- SCEA led design of SR 417 in Seminole Co.

SR 417 – Southeast Beltway



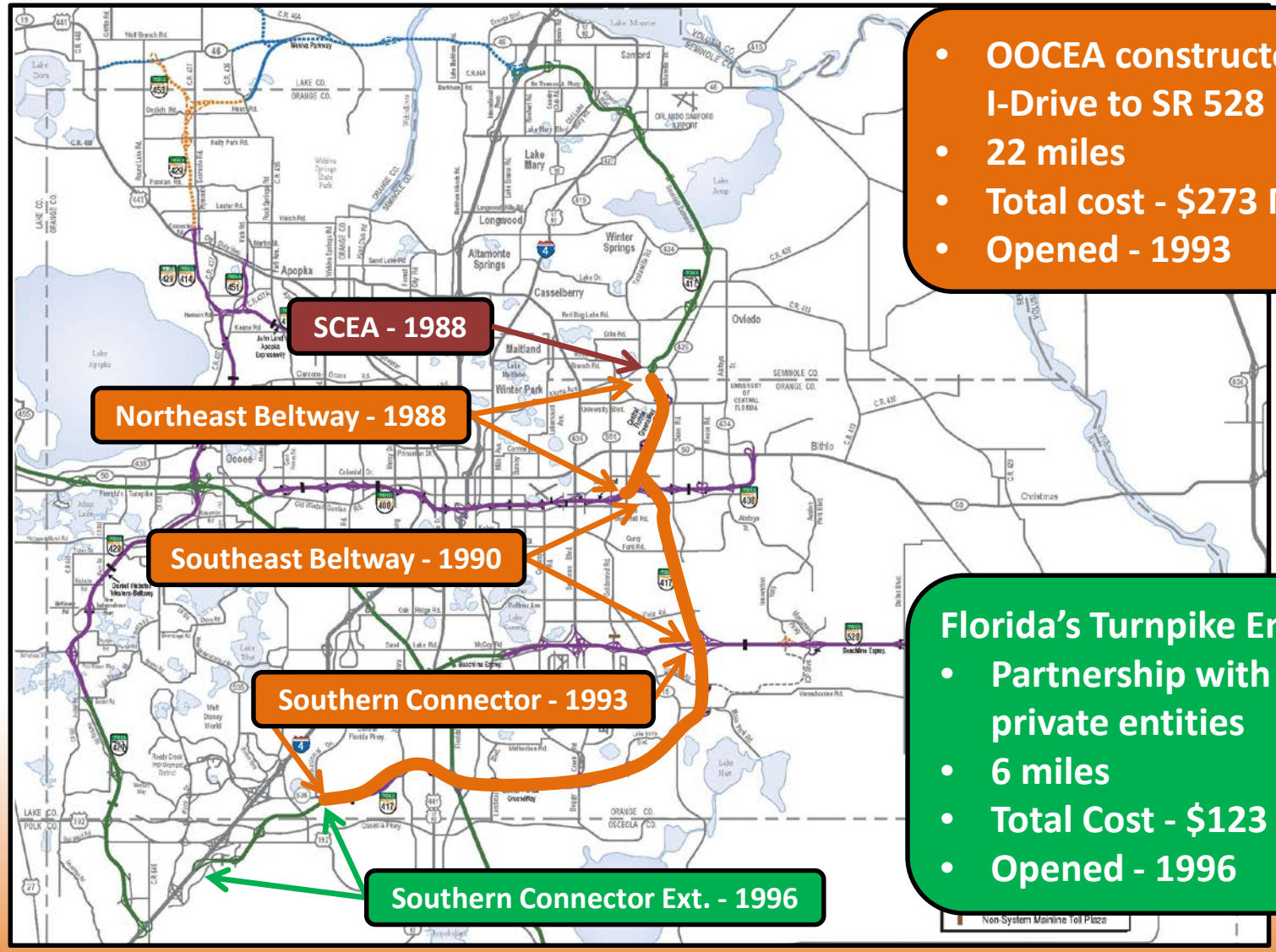
- 9 miles
- Total cost - $72 M
- Opened - 1990

SR 417 – Southern Connector



- Original corridor extended into Osceola County
- Could not reach agreement with Osceola County
- OOCEA did not have financial capacity to construct full project

SR 417- Southern Connector

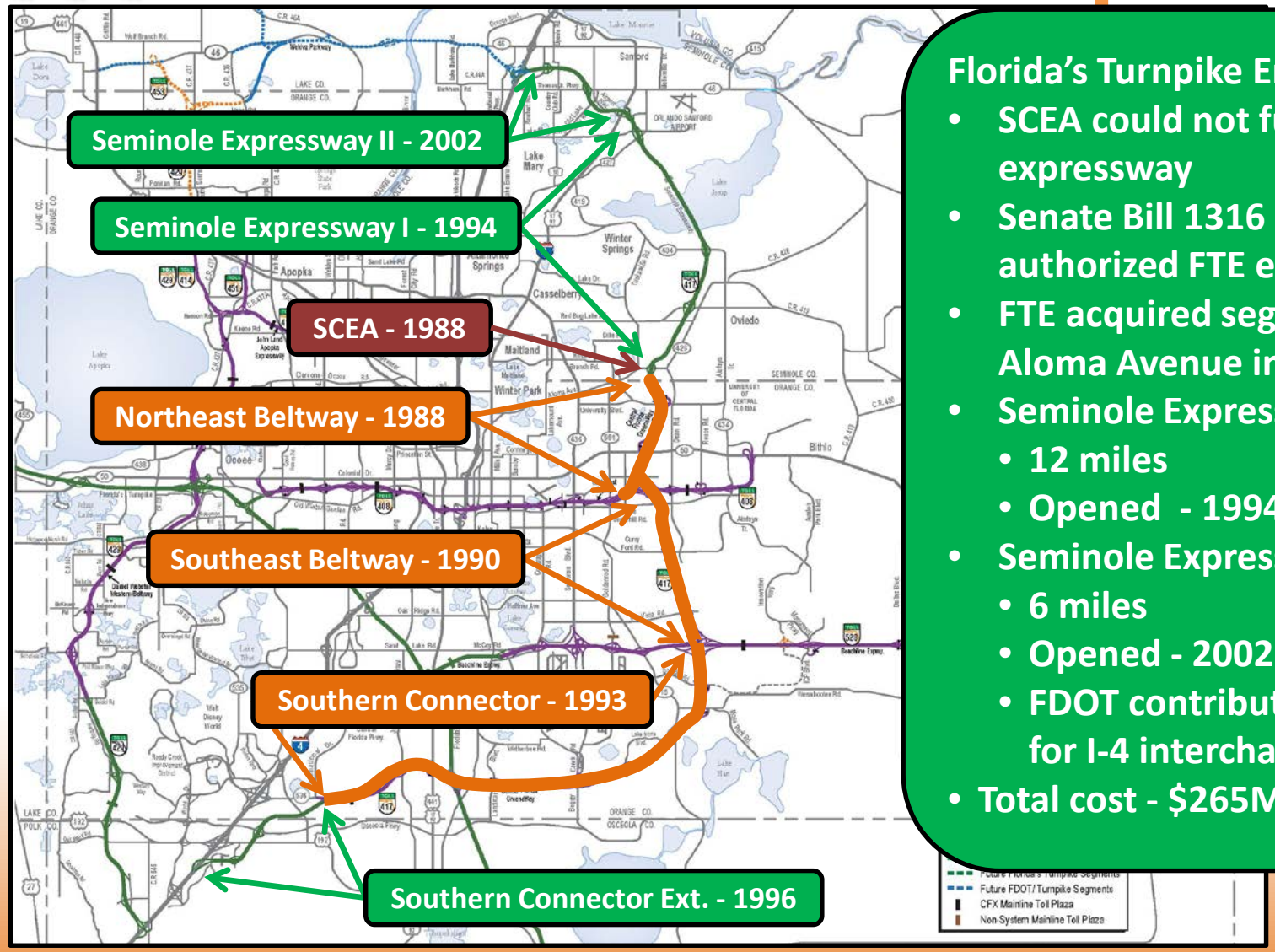


- OOCEA constructed from I-Drive to SR 528
- 22 miles
- Total cost - $273 M
- Opened - 1993

Florida's Turnpike Enterprise

- Partnership with four private entities
- 6 miles
- Total Cost - $123 M
- Opened - 1996

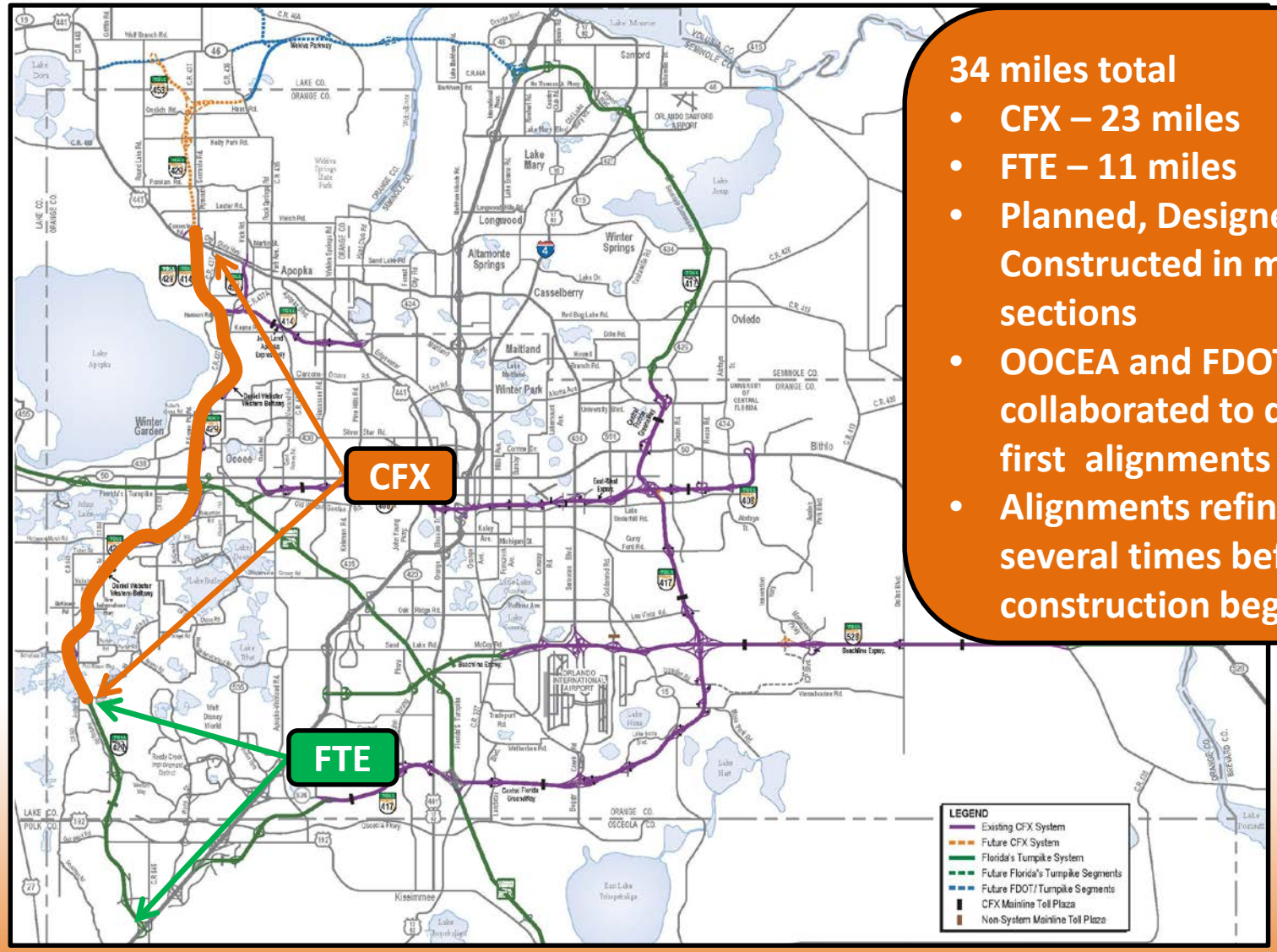
SR 417- Seminole Expressway



Florida's Turnpike Enterprise

- SCEA could not fund expressway
- Senate Bill 1316 authorized FTE expansion
- FTE acquired segment to Aloma Avenue in 1990
- Seminole Expressway I
  - 12 miles
  - Opened - 1994
- Seminole Expressway II
  - 6 miles
  - Opened - 2002
  - FDOT contributed funds for I-4 interchange
- Total cost - $265M

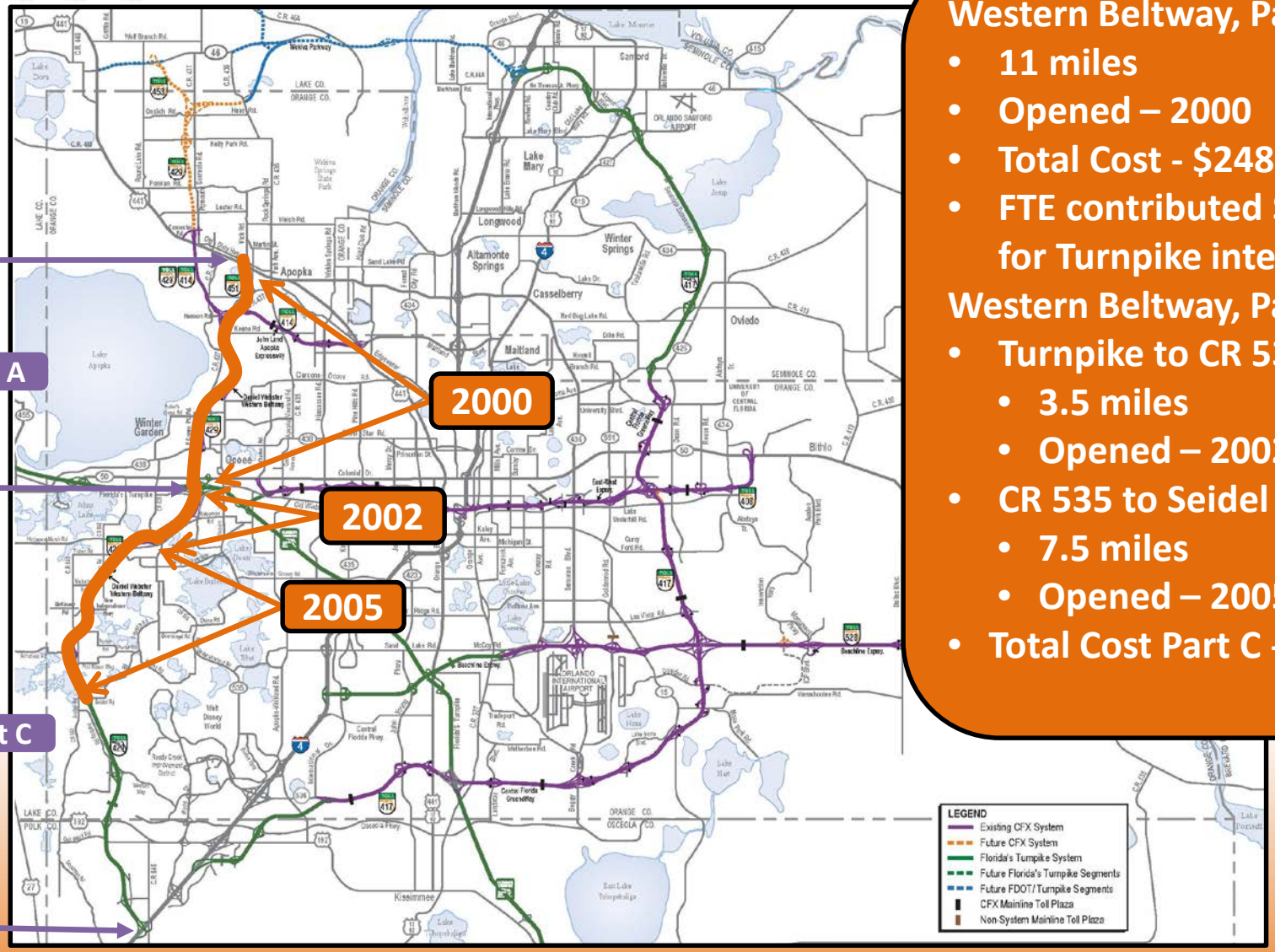
SR 429 Overview



34 miles total

- **CFX – 23 miles**
- **FTE – 11 miles**
- **Planned, Designed and Constructed in multiple sections**
- **OOCEA and FDOT collaborated to define first alignments in 1988**
- **Alignments refined several times before construction began**

SR 429



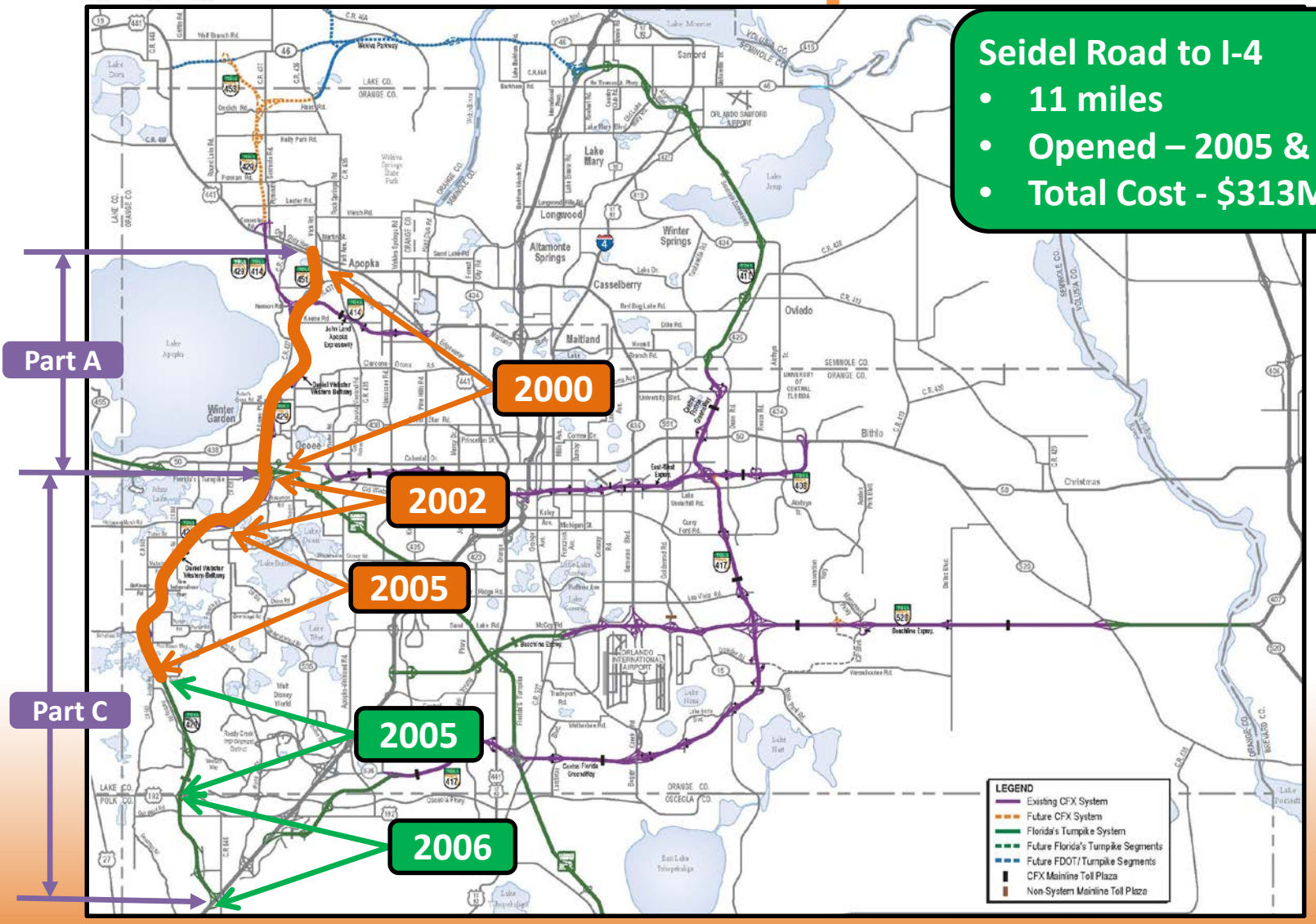
Western Beltway, Part A

- 11 miles
- Opened – 2000
- Total Cost - $248 M
- FTE contributed $38.3 M for Turnpike interchange

Western Beltway, Part C

- Turnpike to CR 535
  - 3.5 miles
  - Opened – 2002
- CR 535 to Seidel Road
  - 7.5 miles
  - Opened – 2005
- Total Cost Part C - $205M

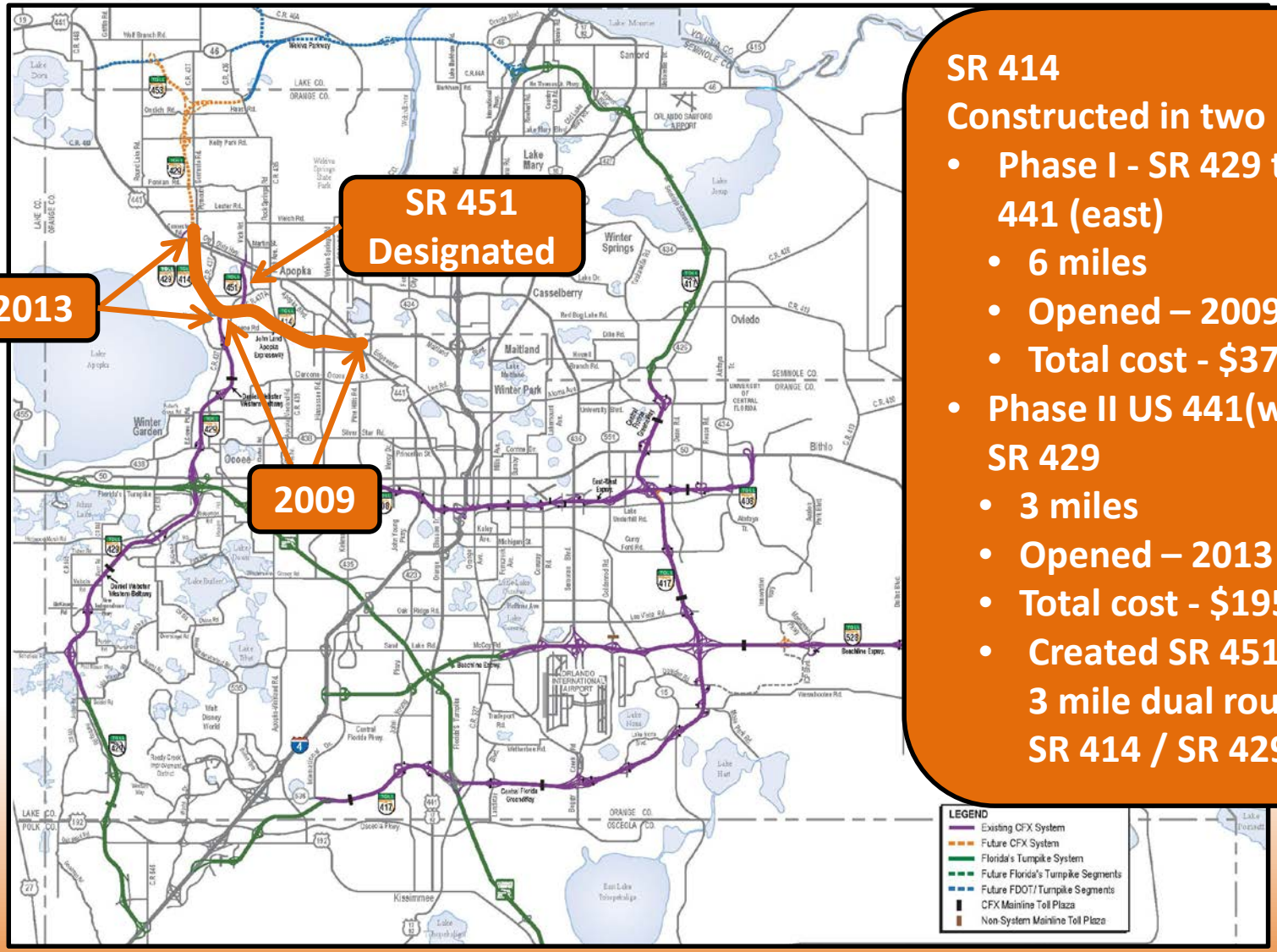
SR 429 – Turnpike



Seidel Road to I-4

- 11 miles
- Opened – 2005 & 2006
- Total Cost - $313M

SR 414

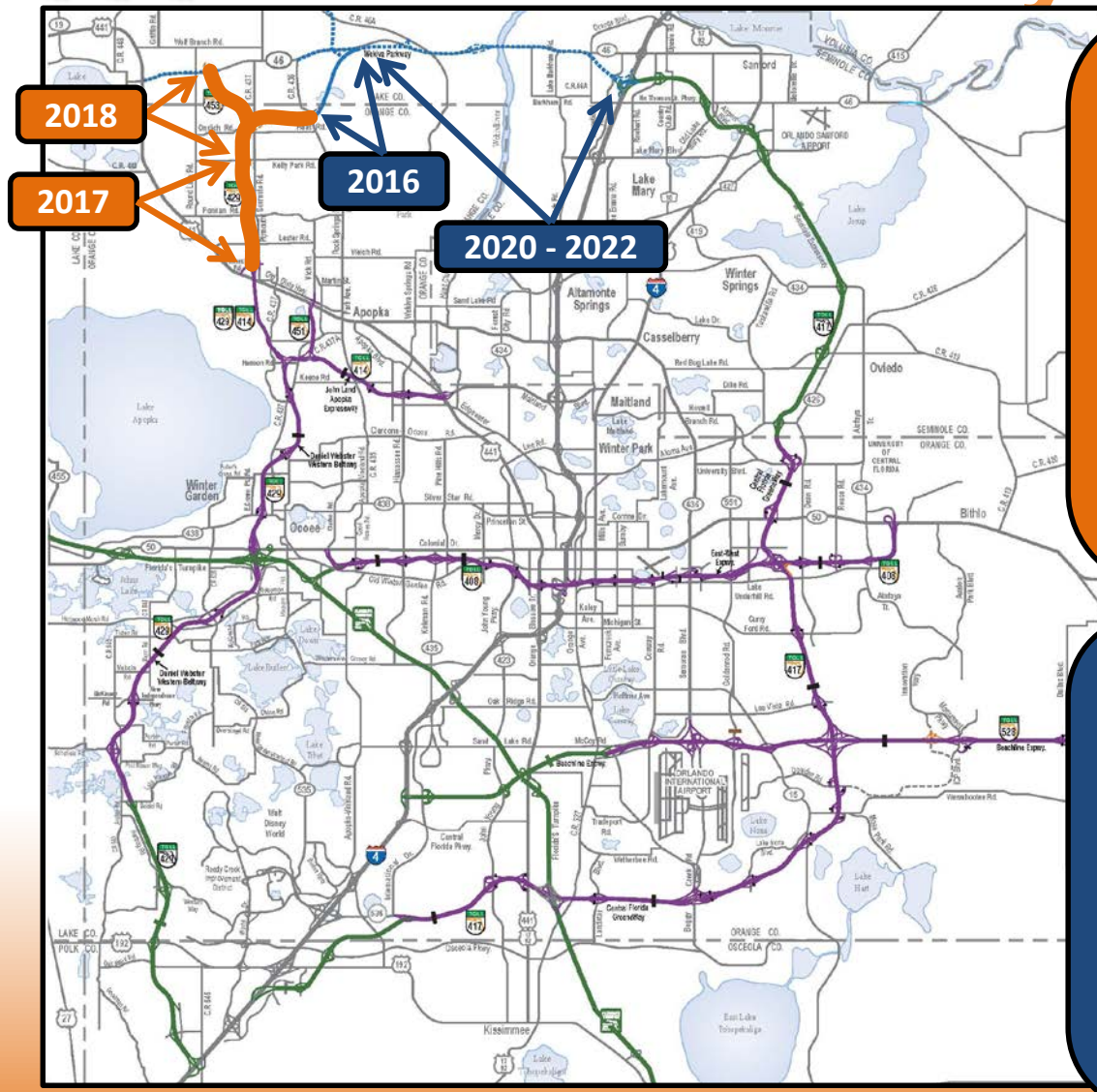


SR 414

Constructed in two phases

- **Phase I - SR 429 to US 441 (east)**
  - **6 miles**
  - **Opened – 2009**
  - **Total cost - $377M**
- **Phase II US 441(west) to SR 429**
  - **3 miles**
  - **Opened – 2013**
  - **Total cost - $195M**
  - **Created SR 451 & 3 mile dual route for SR 414 / SR 429**

Wekiva Parkway



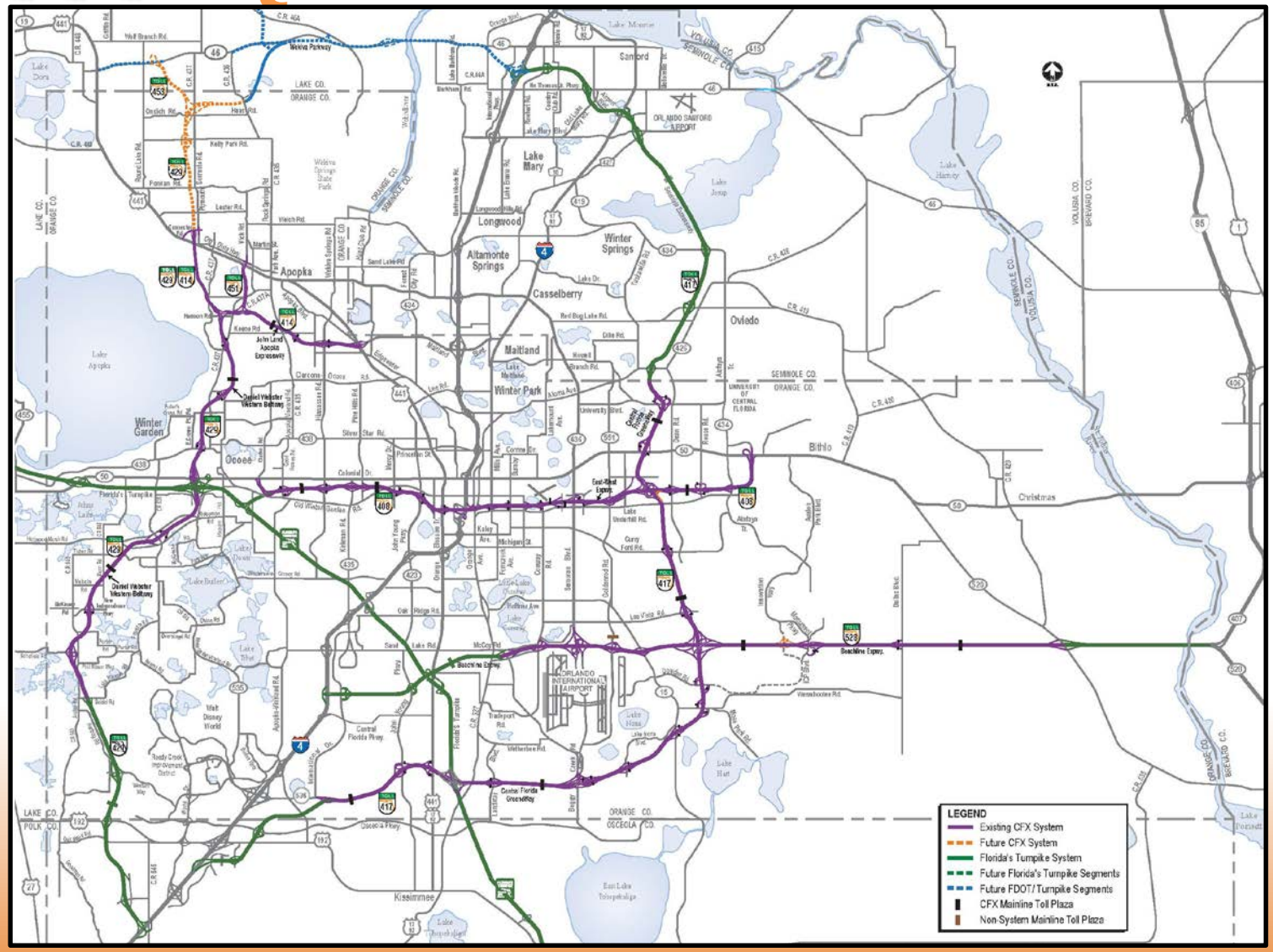
CFX Segments

- Design complete
- ROW acquired
- Five construction projects
- Approx. 10 miles
- Open to Kelley Park Road – Spring 2017
- Project Complete – 2018
- Total Cost – TBD > $450M

FDOT Segments

- First segment opened – Jan. 2016
- Multiple projects to open between 2020 - 2022
- Approx. 15 miles
- Total Cost - TBD > $1B

Questions


LEGEND
Existing CFX System
Future CFX System
Florida's Turnpike System
Future Florida's Turnpike Segments
Future FDOT/Turnpike Segments
CFX Mainline Toll Plaza
Non-System Mainline Toll Plaza
Sanford
Lake Mary
Longwood
Altamonte Springs
Winter Springs
Casselberry
Apopka
Maitland
Winter Park
Winter Garden
Ocoee
Oviedo
Bithlo
Christmas
Kissimmee
ORLANDO INTERNATIONAL AIRPORT
ORLANDO SANFORD INTERNATIONAL AIRPORT
LAKE CO.
ORANGE CO.
SEMINOLE CO.
VOLUSIA CO.
OSCEOLA CO.
POLK CO.
BREVARD CO.

F. 3.

ETHICS COMPLIANCE REVIEW AND LOBBYIST REGISTRATION

MEMORANDUM

TO: Central Florida Expressway Authority Board
Laura Kelley, Executive Director

FROM: Joseph L. Passiatore, General Counsel
Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: April 4, 2016

SUBJECT: Ethics Compliance Review and Discussion of Lobbyist Policy

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In accordance with Florida Statute 348.753(8) our office will soon be distributing the attached 2016 Potential Conflict Disclosure Form. We have set July 1st as the filing deadline.

Among the changes to this year's form are sign-off boxes for ethics training. Last year's Ethics Compliance audit recommended that Board members certify compliance to set the tone for the organization. We have also included Instructions for Consultants and promulgated desktop procedures as recommended in the audit.

As part of the CFX enabling statutes, Florida Statute 348.753 8(b) requires the following disclosure to be made annually:

> "(b) Whether a relative of a board member, employee or consultant is a registered lobbyist and if so, the names of the lobbyist's clients. Such names shall be provided in writing to the ethics officer."

The audit recommended that the Board determine whether the current definition "should be revised to better address the objectives of the Florida Statute." The CFX Ethics policy currently implements this requirement with the following definition:

> "Registered Lobbyist" 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 the Authority's Board."

Currently the City of Orlando, Lake and Orange County are the CFX member entities requiring lobbyist registration and those lists would be utilized under the current definition.

OPTIONS

Basically there are three options available to the Board. The first is to continue to use the lists maintained by the City of Orlando, Lake and Orange County.

The second option available to CFX would be to utilize the list of State of Florida registered lobbyists. There are currently 1,782 registered lobbyists with the Legislative Branch and 1,349 registered lobbyists with the Executive Branch. Our office does not recommend using the State lists.

The third option would be for CFX to create its own list via a registration policy. We have researched the use of lobbying regulations by other expressway authorities. The results are as follows:

Entity	Yes	No
Miami-Dade Expressway Authority	√	
Tampa Hillsborough Expressway Authority		√
St. John's River Water Management District	√	
Lynx		√

The MDX and SJRWMD policies are attached for the Board's review and consideration.

While the policies are fairly straight forward, there would be an administrative cost to implement the policy and maintain current lists.

At the time the CFX Ethics policy was adopted the consensus was that the definition of lobbyists should be based upon the member jurisdictions which had a lobbying ordinance. City of Orlando and Orange County. We recommend continuing to use those lists for the 2016 form. If other jurisdictions choose to adopt a lobbying ordinance then the lobbyists registering with those Counties would be added to the list provided as part of the Form.

REQUESTED ACTION

Our office recommends that the Board accept the 2016 Conflict Disclosure Form, using the lobbying lists provided by the City of Orlando, Lake and Orange County. If the Board wishes to consider a CFX lobbyist registration policy it may direct the Legal Department to prepare a policy for future consideration.

JLP/ml
Attachment: 2016 Potential Conflict Disclosure Form
MDX and SJRWMD Lobbying Policy

cc: Protiviti, Inc.

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	"Relative," as defined in Section 112.312(21), Fla. Stat., means any individual related to you as: • 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	"Business Associate," as defined in Section 112.312(4), Fla. Stat., and CFX Code of Ethics, Section 6-1.01, means: • 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.	**Disclosure of Lobbyists** (Refer to Section 348.753(8), Fla. Stat.) 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.		
3.	**Disclosure of Property Interests within a Project** (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 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.		
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:** • **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? 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/		
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

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. PENALITIES 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.

MIAMI-DADE EXPRESSWAY AUTHORITY
AN AGENCY OF THE STATE OF FLORIDA
3790 N.W. 21st St. Miami, Fl. 33142 tel 305.637.3277 fax 305.637.3283
suncom 461.3277 www.mdx-way.com

MIAMI-DADE EXPRESSWAY AUTHORITY (MDX)
LOBBYIST REGISTRATION POLICY

PURPOSE

It is the policy of the Miami-Dade Expressway Authority that all individuals, firms or corporations employed or retained to influence a procurement matter, a decision by the Board or Committee or a decision or action by the Executive Director must complete and file a MDX Lobbyist Disclosure Form in accordance with this policy.

SPECIFIC REQUIREMENTS

1. "Lobbyist" shall be defined as all individuals, firms or corporations employed or retained to influence a procurement matter, a decision by the Board or a Committee or a decision or action by the Executive Director, even when such matters are not under immediate consideration or pending a decision, when the Lobbyist approaches MDX for such discussion.

2. At least 72-hours before approaching the MDX Board, Committee or Executive Director to discuss a business matter, all Lobbyists are required to file a completed Lobbyist Disclosure Form for each company, contractor, consultant, vendor or any other business entity or interest for which the Lobbyist is petitioning the MDX Board, Committee or Executive Director. The Lobbyist Disclosure Form must also specify the subject matter for which the Lobbyist is petitioning the MDX Board, Committee or Executive Director.

3. The completed and fully executed Lobbyist Disclosure Form must be filed with the MDX Board Secretary at least 72-hours before approaching the MDX Board, Committee or Executive Director for discussion on any MDX business matter.

4. The Lobbyist Disclosure Forms are public records that will be made available on the MDX website under the "Doing Business with MDX" tab and under the "Lobbyist Registry."

5. The Lobbyist Registry shall disclose the name of the Lobbyist and the entity, person, firm, corporation, or association that has employed or retained a Lobbyist. It shall also

disclose all dates on which the Lobbyist has appeared before a meeting of the MDX Board of Directors or Committee or has met with the Executive Director.

6. Lobbyist Registry shall be created on the effective date of this policy and list all Lobbyist activity since January 1, 2015.

This policy shall be effective on the date on which it is adopted by the Governing Board.

Adopted by the MDX Board this April 21, 2015

MIAMI-DADE EXPRESSWAY AUTHORITY
3790 NW 21 St. // Miami, FL 33142
www.mdxway.com

LOBBYIST REGISTRATION FORM

In accordance with MDX Lobbyist Registration Policy, this form shall be completed in its entirety and submitted to the MDX Board Secretary. No Lobbying activities shall be performed without first receiving a confirmation receipt that the Lobbyist Registration has been completed. Lobbyist must allow at least seventy two (72) hours for processing of the Lobbyist Registration Form and the issuance of the Lobbyist Registration Receipt.

A. Lobbying Defined: any individual, firm or corporation employed or retained by a Principal to lobby MDX, which means communicating directly or indirectly, either in person, by telephone, by letter, by electronic means or by any other form of communication, with any member of the MDX Board, Committees (including technical evaluation) or Executive Director, for the purpose of influencing a decision related to any MDX business, even when such MDX business is not under immediate consideration or pending a decision.

No Lobbying activities shall be conducted in the Cone of Silence period during a Procurement Process. (*See*, MDX Procurement Policy)

B. Lobbyist Information:

Name of Individual: _____
Last First MI

Business Name: _____

Business Address: _____

_____
City State Zip

Business Phone: _____ E-Mail.: _____

C. Principal Information:

Name: _____

Business Address: _____

_____
City State Zip

Business Phone: _____ E-Mail.: _____

LOBBYIST REGISTRATION FORM (CONT.)

D. List all Matters for the above Principal:

_____

_____

E. Lobbyist Oath and Signature:

I do solemnly swear that all of the foregoing facts are true and correct, and I have read or am familiar with the provisions contained in the MDX Lobbyist Registration Policy, as amended, including but not limited to definitions, registration requirements, update requirements, penalties for violations.

_____ _____

Signature Title

_____ _____

Printed Name Date

State _____

County of _____

Sworn to and subscribed before me this _____day of _____, _____.

_____

Notary Public

FOR MDX USE ONLY

Received By:

_____ _____

Signature Title

_____ _____

Printed Name Date

Included in MDX Lobbyist Registry:

_____

Date

Lobbyist Registration Form
St. Johns River Water Management District

For what purpose are you using this form? ☐ New registration ☐ Changes to filed information ☐ Renewal

To what year does this form apply? 20 _____

_____
Full Name of Lobbyist

_____
Business Address

(_____) _____
Telephone Number

_____
Area of Interest

_____
Name of Principal Represented (only one Principal per form)

_____
Principal's Mailing Address

_____

(_____) _____
Principal's Telephone Number

Do you have any direct or indirect business associations, partnership, or financial relationship with any officer or employee of the St. Johns River Water Management District?

☐ No ☐ Yes State with whom and explain: _____

I do solemnly swear or affirm that all the foregoing facts are true and correct.

_____
Signature of Lobbyist

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____ 20 _____ , by _____

Personally known _____ OR Produced identification _____ Type of Identification Produced _____

_____
Notary Signature

(Seal or Stamp)

_____
Print, Type or Stamp Name of Notary

Instructions for Completing Lobbyist Registration Form

Who must register?

- Any persons who wish to lobby the state's water management districts must register that intent and may not lobby a water management district until registering as a lobbyist. Persons wishing to lobby the St. Johns River Water Management District must register before lobbying the District and renew registration each calendar year thereafter. The renewal deadline is Dec. 31 annually to lobby before the District.

How do I register?

- The registrant must complete a separate registration form for each principal represented. All requested information must be completely filled out. The form will be returned if the registrant's original notarized signature is missing.
- A separate statement authorizing the registrant to represent the principal must be signed by the principal or the principal's representative and included with the registration. The principal's authorization must also identify and designate the principal's main business using the 6-digit NAICS Code. Information about the NAICS code is available at *www.NAICS.com*.

Changes or cancellations

- Any changes to the information provided on the registration form must be reported in writing to the District Clerk within 15 days.
- The lobbyist or principal may cancel the lobbyist's registration for that principal by submitting a completed Lobbyist Registration Cancellation Form to the District Clerk.

Further information about lobbyists and lobbying may be found at: *floridaswater.com/lobbyist.*

Return completed form:

Via email to *clerk@sjrwmd.com*,

or via mail to

District Clerk
St. Johns River Water Management District
ATTN: Lobbyist registration
P.O. Box 1429
Palatka, FL 32178

Authorization to Represent the Principal

Type or print the principal represented and name of lobbyist as they are shown on registration form. Also, describe the main business and provide the NAICS numerical code for the principal. This authorization to represent the principal before the St. Johns River Water Management District for this lobbyist will be carried forward each calendar year if the renewal form submitted by this lobbyist indicates "yes" to renew for the next year. Cancellation of a lobbyist's registration by the principal must be provided by written notice. Cancellation forms can be found at *floridaswater.com/lobbyist*.

_____ hereby authorizes _____

Name of Principal — Lobbyist's Name

to represent the principal before the St. Johns River Water Management District.

_____

Description of Principal's Main Business

_____

Signature of Principal or Principal's Representative

_____

NAICS 6-digit code for Principal's Main Business

_____

Print name of Principal/Principal's Representative

_____

Print name of Principal/Principal's Representative

_____

Date

Attach this authorization to your registration form.

F. 4.

AMENDMENTS TO CFX CHARTERS REGARDING CITIZEN REPRESENTATIVES

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: April 5, 2016

SUBJECT: Revised Committee Charters

Attached are the revisions to the Audit, Finance, Operations and Right of Way Committee charters as prepared in accordance with the Board's direction at the March 10, 2016 meeting.

The changes allow each gubernatorial Board appointee to nominate a citizen representative to each of the Committees.

JLP/ml
Attachment: Revised Charters

Resolution No. 2015~~6~~-____.
Replaces Resolution 2014-~~273~~343)

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 ~~4~~2. The revised Charter is adopted in its entirety as Exhibit "A".

Section ~~5~~3. 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.

Resolution No. 2016~~5~~-_____
(Supersedes Resolution 2014-~~271~~341)

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 ~~2~~4. The revised Charter is adopted in its entirety as Exhibit "A".

Section ~~3~~5. 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.

Resolution No. 2016~~5~~-_____.
(Supersedes Resolution 2014-342~~72~~)

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 ~~4~~2. The revised Charter is adopted in its entirety as Exhibit "A".

Section ~~5~~3. 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
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.

Resolution No.: 2015~~5~~6 – _____
(Supersedes Resolution 2015-~~337~~344)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ITS RIGHT OF WAY 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 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 ~~2~~4. The revised Charter is adopted in its entirety as Exhibit "A".

Section ~~3~~5. 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 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.~~

NOMINATIONS FOR CITIZEN REPRESENTATIVES ON CFX COMMITTEES

Audit Committee

(Tamrin Mahon appointed to Audit Committee 3/10/16)

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

Jason A. Bates

Executive Vice President and Chief Investment Officer, Parkway Properties

Finance Committee Appointment Request by Jay Madara



Jason A. Bates is Executive Vice President & Chief Investment Officer for Parkway Properties, an Orlando, Florida based owner and operator of high quality office buildings throughout the Southeast and Southwest US. In his current role, Jason is responsible for handling the Company's acquisition and disposition activities, including sourcing, underwriting and closing the transactions. Jason is also responsible for the firm's development activity. Since joining Parkway, Jason has led over $4.5bn of real estate transactions.

Mr. Bates joined Parkway Properties in 2011 as Vice President of Investments. Prior to joining Parkway, Jason was Vice President of Finance and Investments for Cogdell Spencer, a publicly traded REIT focused on healthcare property development and acquisition. During his tenure there, Jason was responsible for its capital markets and M&A activity, joint venture structuring and all capital decisions, including its developments efforts, as part of the Investment Committee. Prior to joining Cogdell Spencer, Jason was in the Real Estate Investment Banking group at Banc of America Securities. During his tenure there, Jason successfully completed $7.0bn of real estate capital markets activity. This included public and private equity offerings, corporate M&A, portfolio sales and corporate debt transactions.

Mr. Bates is a member of the Urban Land Institute. Additionally, Jason has held various designations, including Broker in the state of North Carolina and LEED Green Associate. Jason graduated Manga Cum Laude from Virginia Tech in Blacksburg, Virginia.

Mark Meyer

Director, CNL Real Estate and Development

Operations Committee Appointment submitted by Jay Madara



Mark Meyer is Project Director for CNL. Meyer is responsible for providing leadership in the development and investment services platform throughout the US, including the overall process from sourcing real estate opportunities, project management and asset management, including long-range planning, new business development and financial reporting. Meyer previously served in several CNL companies with corporate services, brokerage, tenant representation, project and operations management. Additionally, as a Senior Project Manager for CNL Community Development and CNL Real Estate Services.

Over 29 years practicing real estate development across multiple industry sectors in both public and private workplaces, Meyer began his professional career as a licensed general contractor in the Midwest and is a member of the Urban Land Institute, YMCA Development Board, National Association of Industrial and Office Professionals. He is a visiting lecturer at University of Florida and Valencia Collage on various real estate topics.

Meyer earned a Master's degree from the University of Florida and while attending taught as an adjunct professor, and a bachelor's degree from Western Illinois University in Engineering Technology and Business Administration. He lives in Orlando with his wife and two children.

Rob Panepinto

President, Florentine Strategies

Operations Committee Appointment Request by Andria Herr

Rob is currently President of Florentine Strategies. Florentine provides board support, strategic consulting, and investment capital for healthcare, social enterprise and technology companies. In that role, Rob is a Strategic Advisor and Advisory Board member to CTW (Clean the World) Global, Florida's first Benefits Corporation. He is also the Executive Chair of Health Hero; a Florida based early stage healthcare technology company as well as a Senior Advisor to Leavitt Partners, a leading healthcare consulting firm founded by former Utah Governor and HHS Secretary, Mike Leavitt.

Previously, Rob was part of the Founding Executive team for Connextions, helping it grow from a small manufacturing and logistics company to a $200M+ innovative leader in healthcare technology and business processing solutions. Connextions was recapitalized through New Mountain Capital in 2006, and was fully acquired by Optum Health, part of UnitedHealth Group, in 2011.

Rob is passionate about the positive impact businesses and business leaders drive for their communities and is an active "civic entrepreneur" serving on multiple civic and nonprofit boards. He is the incoming Chair for Orlando, Inc for 2016 and serves on the Central Florida Partnership's Sources of Capital task force. He has also served as the Vice Chair for the Central Florida Foundation and founded and currently leads the Foundation's Entrepreneurs in Action program. EIA leverages the expertise of business and entrepreneurial leaders to help non profits and social enterprise explore new revenue generating business models. He is the Immediate Past Chair of the Central Florida Zoo. He is also a Board member at Canvs, a nonprofit shared working space supporting technology startups and for the Rollins Center for Advanced Entrepreneurship. He is also a member of the Young Presidents Organization.

Rob received his undergraduate degree from New York University and has a Masters degree from Fordham University.

Rob has been happily married to his wife, Stacey, for 25 years. Rob and Stacey have two daughters, Ali, 14, and Samantha, 12. They reside in Winter Park.

BRENDON DEDEKIND

2101 Geronimo Trail, Maitland, FL 32751
Cell: (407) 495-0178 Email brendon.dedekind@gmail.com

SKILLS

Adept at Networking, Negotiating and Overall Business Management
Aptitude for Team Leadership, Multitasking, Project Management and performing well under pressure
Advanced skills and proficient and comfortable with numerous computer programs and technology
Fluent in English, German, Afrikaans and Zulu

EDUCATION

The Florida State University (www.fsu.edu)
Bachelor of Science in Electrical Engineering, December 1999
Cumulative GPA: 3.24, Dean's List 1999, 1996, 1995, ACC Honor Roll 1995, 1996
Member – ODK (National Leadership Honor Society)

WORK EXPERIENCE

Prologis (www.prologis.com) **July 2014 – Present**
VP, Market Officer: Responsibilities include overall market leadership, team leadership and management of an existing book of business and market growth.

Signature Flight Support Corporation (www.signatureflight.com) **Jun 2010 – June 2014**
Director, Real Estate: Responsibilities included the overall ownership of corporate real estate policies, procedures, capital projects, M&A underwriting for real estate assets, lease administration and overall corporate real estate team function across a circa 40M SF airport ground lease portfolio, including 1M SF of terminal buildings, 10M SF of hangar buildings, millions of square feet of ramp and numerous fuel farms.

Avalon Park Group Management (www.avalonparkgroup.com) **Mar 2008 – Jun 2010**
Vice President of Acquisitions & Leasing: Responsibilities included the business development of venture capital investment opportunities, commercial real estate acquisitions as well as existing portfolio asset management Avalon Park commercial downtown district of numerous asset types including retail, office, medical office and apartments. Key involvement included continued deployment of capital to execute on the remaining entitlements, which included 1,431 multi-family units and more than half a million square feet of mixed use commercial space including retail, medical, office space and live-work units). Notable achievements included managing existing Tenants financial strains through the economic downturn while increasing the commercial occupancy from circa 70% to 90%. Further responsibilities included the management of IT systems and websites of the corporation.

Lincoln Property Company (www.lpc.com) **Jan 2005 – Feb 2008**
Leasing Associate, Project Manager & Associate Developer: Team member in the management and implementation of ongoing planning, zoning and analysis of a prospective site/project, including the development of the budget, proforma and presentations to prospective equity partners and lenders. Project Manager on several projects to complete construction documents and management of design team, Owners Representative to the general contractors throughout construction implementing all projects on schedule, in budget and in quality. Additional roles included Landlord leasing associate on several office building assets, effectively marketing, securing prospective Tenants and negotiating business terms to finalize lease agreements in addition to Tenant Representation assignment that were self-sourced. Notable achievements; design of $100M multi-use 32 story high rise, design and construction of several mid-rise Class A office buildings and successful Landlord management of significant office building portfolio in Orlando, FL.

Siemens Westinghouse Power Company (www.powergeneration.siemens.com) **Jun 2002 – Dec 2004**
Area Manager: Business Development responsibility along the Eastern seaboard of the United States. Responsibilities included selling field services, factory repairs and new components for both Gas and Steam Turbines to the assets of large utility corporations. Sales & Marketing Training Program: Fourteen-month program featuring four rotational work assignments in Field Sales, Service Marketing and Strategic Marketing. The program consisted of three, two- week learning workshops at the company headquarters along with productive work under the guidance of experienced Sales or Marketing Representatives.

Cosentini Information Technology (www.cosentini.com) **Apr 2001 – Jun 2002**
Design Engineer. Designed and engineered the low voltage infrastructure in commercial buildings, projects included the Grand Lakes and Ritz Carlton in Orlando, FL. Additionally developed processes and templates to streamline team cooperation and implementation of future projects.

HONORS/AWARDS

Two time South African Olympian and Olympic Games Finalist – finishing 5th and 9th overall.
Ranked as high as #1 in the World in Swimming – 50 Freestyle (Shortest/Fastest Race)
Captained South African National Swim Squad for 5 years
All Africa Games - South African Team Captain – approx. 500 athletes (Africa's version of the Olympics)
Goodwill Games Gold Medalist
Commonwealth Record Holder and Commonwealth Games Silver Medalist
10 time South African National Champion and Record Holder
2 Time NCAA Individual Champion
21 Time All-American, 10 Time ACC Individual Champion, ACC Rookie of the year
3 Time ACC Swimmer of the year, holder of numerous ACC and FSU School Records
Inducted into the Florida State University Athletic Hall of Fame in 2004

PROFESSIONAL/CIVIC/SOCIAL ORGANIZATIONS

Active: Motivational Speaker, Active Board Member – City of Maitland - Parks, Recreation Advisory Board, Active Board Member - NAIOP.
Former: Gift of Swimming Board Member, Pilot in Training, Heart of Africa Board Member, Cystic Fibrosis Foundation Volunteer/Fundraiser, Habitat for Humanity Board Member and Volunteer/Fundraiser, Florida State University Student Athlete Advisory Council

Christopher R. Murvin

Senior Vice President Business Affairs and General Counsel, Golf Channel

Right of Way Committee Appointment Request by Jay Madara



Christopher R. Murvin, as Senior Vice President of Business Affairs and General Counsel for Golf Channel, an NBC Sports Group Company, is responsible for managing all of the company's legal affairs, including management of the company's relationships with PGA TOUR, European Tour, LPGA, USGA, PGA of America, the R&A and Augusta National, as well the relationships with the company's international distributors. As a founding stockholder of Golf Channel, Murvin worked on the creation of Golf Channel from its inception in 1991 while in private practice in Birmingham, and relocated to Orlando in 1994 to prepare for its launch in 1995.

Murvin began his career at Price Waterhouse & Co. after graduating with honors from Auburn University in 1974 with a B.S. in Accounting. After attaining his CPA designation and practicing in the audit and tax areas for three years, Murvin enrolled at Cumberland School of Law where he graduated Magna Cum Laude in 1980 and after serving as Editor-in-Chief of the Cumberland Law Review.

While in private practice in Birmingham, Murvin focused on representing clients in the real estate development, cable television, cellular telephone, security monitoring, manufactured housing, resource extraction, computer peripheral, and automotive businesses by providing general corporate, M & A, private and public finance, tax and SEC compliance services.

Murvin is a member of the American Institute and Alabama Society of Certified Public Accountants, Alabama and Florida Bars, United States Tax Court, Florida Bar Association; Tax, Business Law and Intellectual Property Sections.

F. 5.

STRATEGIC PLAN/VISIBILITY AND CUSTOMER OUTREACH PLAN


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Strategic Plan/Visibility and Outreach Plan


EMPLOYEE CORE VALUES
CFX
#1
EXCELLENCE!
INNOVATION!
SERVICE!
COMMITMENT!
TEAMWORK!

Three Year Strategic Plan

Resulting from CFX's Vision, Mission & Core Values

Priority	Build a Customer-Driven Organization	Deliver a world-class mobility network	Deliver Financially Sound Practices	Focus on Community & Social Responsibility	Deliver on Core Values
Goal:	**Strengthen the CFX brand**	**Integrated solutions to support commerce and quality of life**	**Recognized for excellence and a model for compliance**	**Pursue the highest standards of social and community responsibility**	**Applied to every aspect of CFX business: *excellence, innovation, service & teamwork***
Strategies: ***Approaches to Achieve Goal***	▪ Provide a high quality customer service experience ▪ Increase awareness of CFX benefits to existing and new customers ▪ Expand distribution & customer payment options	▪ Explore new markets –plan to incorporate various modes of transportation (multimodal) ▪ Leverage technologies for an efficient, reliable, safe system ▪ Create new customer value	▪ Manage financial resources with the highest standards of excellence, transparency and accountability ▪ Maximize the investment of all revenues	▪ Identify new opportunities to apply expertise on community issues ▪ Increase education about safe driving ▪ Support regional transportation and local government partners	▪ Talent awareness of successes, best practices, and performance ▪ Employee communications ▪ Optimize human resource processes ▪ Retain and hire top talent
Tactics: ***Tools Used***	▪ Leverage trainings, technologies, work stations, and best practices ▪ Develop a visibility & customer outreach plan ▪ Customer loyalty programs ▪ Mobile technologies	▪ 2040 Master Plan & Five-Year Work Plan ▪ Expand Information Technology Systems (ITS); Connected vehicle technologies ▪ Plan for non-toll revenue opps	▪ Debt/Service ratios ▪ Feasibility tests ▪ Auditing committee reviews; Compliance with external auditor reports ▪ Department and contract audits	▪ Proactive outreach ▪ Board placements and service opportunities ▪ Celebrate volunteerism ▪ Designated Texter (DT) Campaign ▪ Media strategy to highlight impact	▪ Employee recognition program ▪ Expand training programs ▪ Allocate resources for internal communication
Performance Measures	▪ Exceed service metrics ▪ Exceed 90% in customer satisfaction ▪ Increase new accounts by 25% ▪ Pilot two new customer programs ▪ Launch mobile partnership	▪ Adopt 2040 Master Plan & Five-Year Work Plan ▪ Adopt multimodal policy ▪ Install WWD at 19 locations ▪ Increase participation in regional dialogue ▪ Two non-revenue opps defined	▪ Debt/Service ratios with industry standards ▪ Meet Florida Transportation Commission (FTC) reporting objectives ▪ Compliance with covenants ▪ Bond rating agency confidence	▪ Increase event participation ▪ Quarterly speaking invitations and stakeholder meetings ▪ Pilot volunteer STEM program with local schools ▪ Deliver DT campaign ▪ External surveys	▪ Annual service recognition ▪ Monthly team meetings ▪ Quarterly employee newsletters ▪ Launch wellness program ▪ Team trainings on effective project management

VISION: To build, operate and maintain a mobility network through accountability, fiscally sound practices and with a community focus.

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

The Evolution of CFX's Products & Services

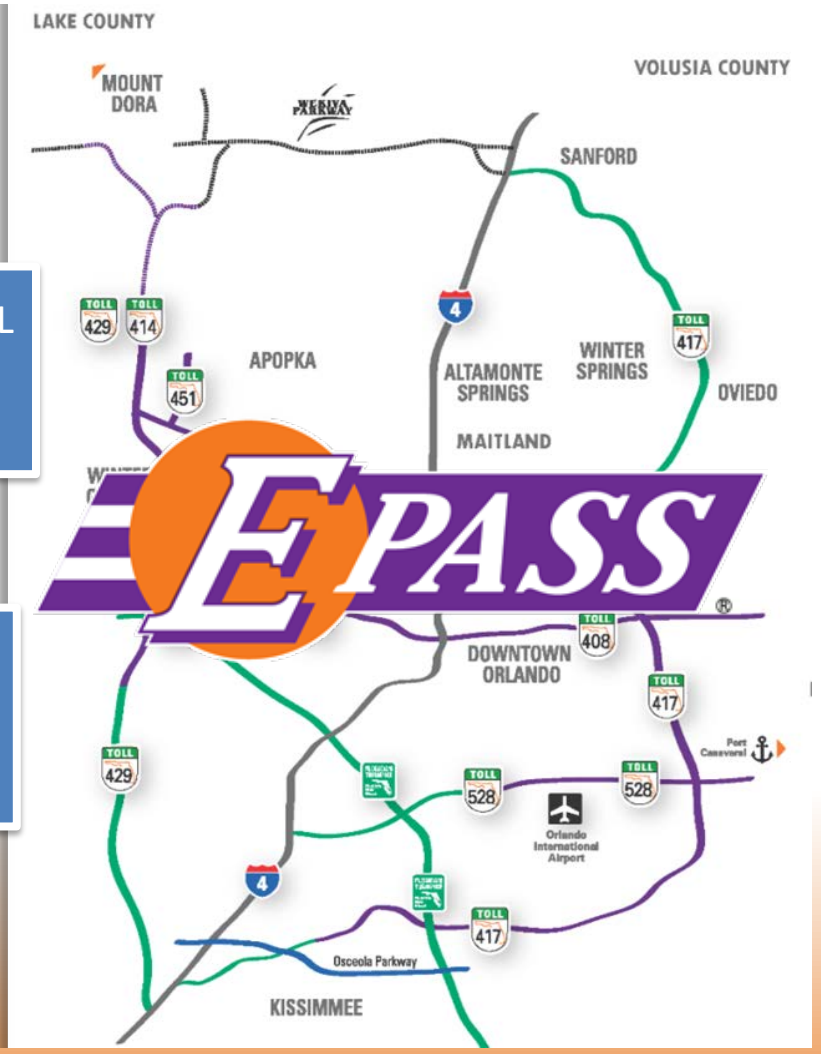
BACKGROUND

The Products & Services Of CFX

"To provide safe efficient roadway alternatives to central FL motorists. Without this system, residents would be waaaaay crankier."

"Better maintained. You get what you pay for."

"I appreciate the cleanliness and the great condition of the roads."



The Evolution Of Electronic Tolling

Timeline

1994: E-PASS

1999: SunPass

2002: Interoperability agreement

2014: Wekiva Parkway Interoperability Agreement













Planning the future

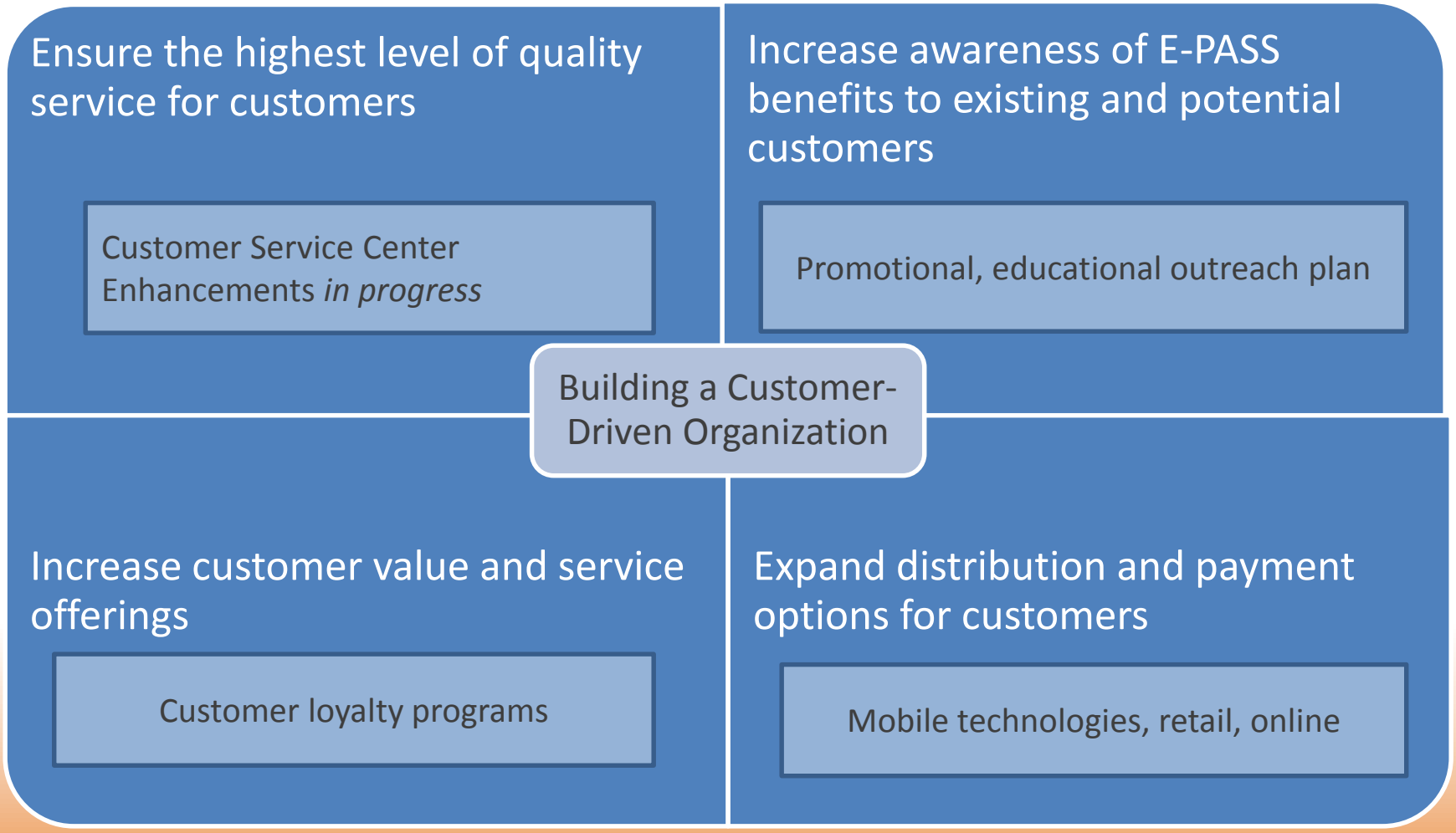
WHAT DOES THIS MEAN TO A CUSTOMER-DRIVEN ORGANIZATION



Planning the future

WHAT DOES THIS MEAN TO A CUSTOMER-DRIVEN ORGANIZATION

Strategies & Tools Used To Build A Customer-Driven Organization



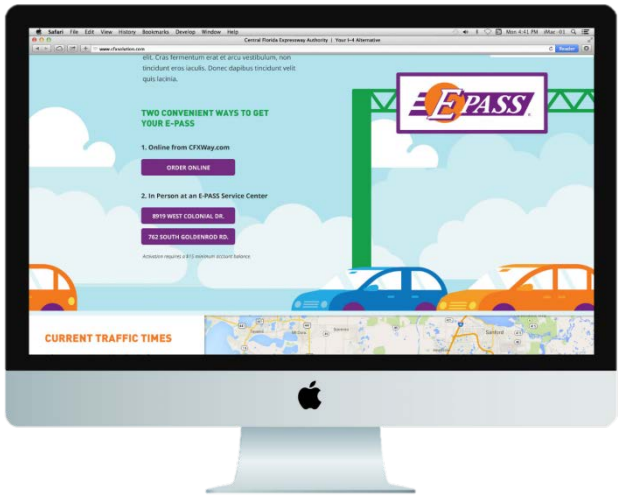
To Build A Customer-Driven Organization: Offer Exclusive Customer Loyalty Discounts

CURRENT DISCOUNT PROGRAM	Volume Discount	Beltway Discount*	Total Discount
20-39 CFX Beltway tolls	10%	5%	5%
40-79 CFX Beltway tolls	15%	5%	15%
80+ CFX Beltway tolls		5%	20%

Discontinue current volume discount program. Implement an exclusive customer loyalty discount program for E-PASS customers that frequently use the pre-paid toll program and CFX system.

To Build A Customer-Driven Organization: Increase Awareness Of E-PASS Benefits

- **Creative campaigns using traditional and non-traditional media** and promotions that is easy, engaging and memorable
- **CFX website & E-PASS microsite** with toll calculators, maps, 24/7 account access, and links to the region's mobility options
- Distribute **E-PASS** information at cash toll lanes, in CFX service centers and with Pay-By-Plate invoices





To Build A Customer-Driven Organization: Increase Awareness Of E-PASS Benefits

	MARKETING TOOLS						Outreach					COLLATERAL	
Seminole, Osceola, Polk, Lake & Volusia County Commuters	Micro-site	Online Ads	Social Media	Bill-boards	Print	Radio	Presen-tations	Events	Earned Media	E-blast	Share Info	Maps & FAQ	Flyers
Local Car Commuters	x	x		x	x	x	x	x	x			x	x
Current E-PASS customers	x	x	x	x	x	x		x	x	x	x		x
Visitors	x			x		x							x
Local Outreach	x		x	x									

- **Print and online ads** that speak to the efficiency, ease and benefits of the CFX system
- **A geo-targeted online** campaign for Brevard, Lake, Orange, Osceola, Seminole and Polk county residents
- **Traffic radio** during the morning and afternoon commute reminding drivers of mobility options



To Build A Customer-Driven Organization: Increase Awareness Of E-PASS Benefits

- **Presentations** to city and county municipalities, HOAs, local organizations and businesses
- Provide information to **stakeholders** (e.g. Chambers)
- Participation at **local community events** in Lake, Orange, Osceola, Seminole, Polk and Volusia Counties and the City of Orlando
- Monthly **e-Newsletters** to more than 24,000 subscribers
- **Media stories**



To Build A Customer-Driven Organization: Increase E-PASS Awareness And **Expand Distribution Channels**

Ensure the highest level of quality service for customers

- Customer Service Center Enhancements *in progress*

Increase awareness of E-PASS benefits to existing and potential customers

- Promotional, educational outreach plan

Building a Customer-Driven Organization

Increase customer value and service offerings

- Customer loyalty programs

Expand distribution and payment options for customers

- Mobile technologies, retail, online

Measuring & Tracking Performance

Priority	Build a Customer-Driven Organization
Goal:	**Strengthen the CFX brand**
Strategies: *Approaches to Achieve Goal*	▪ Provide a high quality customer service experience ▪ Increase awareness of CFX benefits to existing and new customers ▪ Expand distribution & customer payment options
Tactics: *Tools Used*	▪ Leverage trainings, technologies, work stations, and best practices ▪ Develop a visibility & customer outreach plan ▪ Customer loyalty programs ▪ Mobile technologies
Performance Measures	▪ Exceed service metrics ▪ Exceed 90% in customer satisfaction ▪ Increase new accounts by 25% ▪ Pilot two new customer programs ▪ Launch mobile partnership

1. Exceed service metrics
2. Exceed 90% in customer satisfaction
3. Pilot two new customer programs
4. Launch mobile partnerships
5. New accounts

Recommended Motion

Adopt Strategic Plan, and Visibility and Outreach Plan and initiatives as presented including authorization to discontinue current volume discounts and implement new E-PASS Loyalty Discount Program; authorization for Executive Director to enter into retail and promotion agreements

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

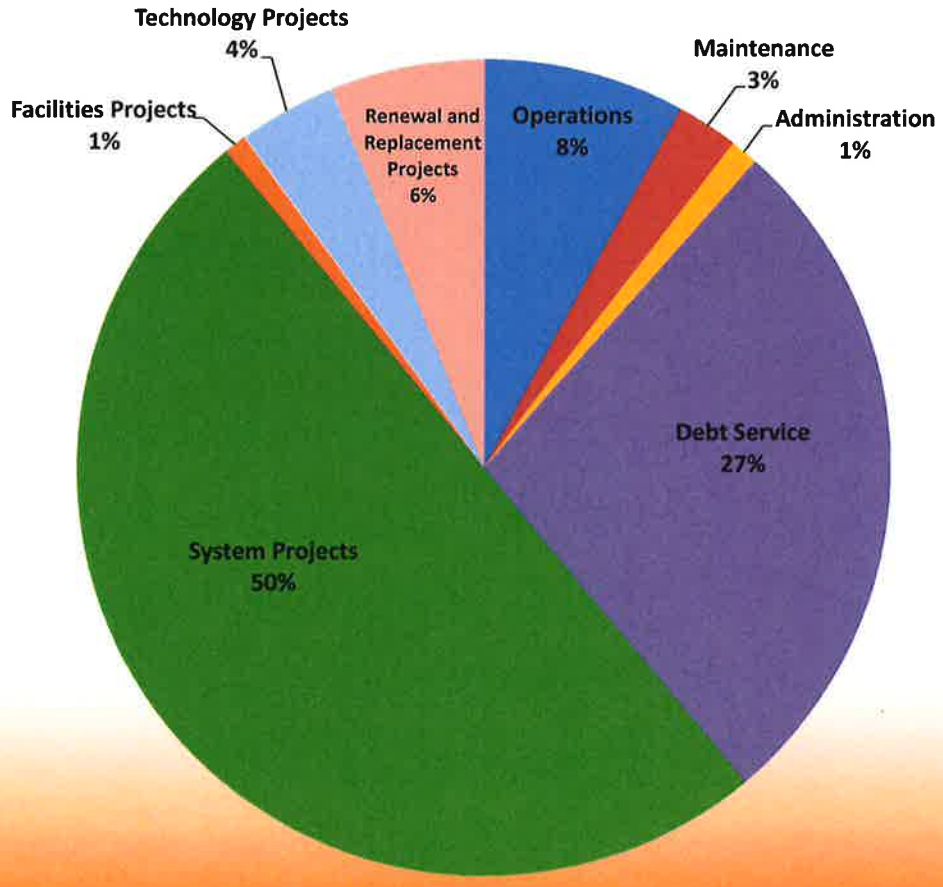


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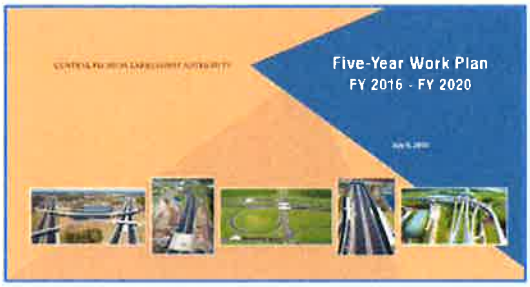
DRAFT BUDGET AND WORK PLAN


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
DRAFT FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET
and
DRAFT FY 2017 - FY 2021 FIVE YEAR WORK PLAN
April 14, 2016

Total Proposed Spending for FY 2017



Current Five-Year Work Plan

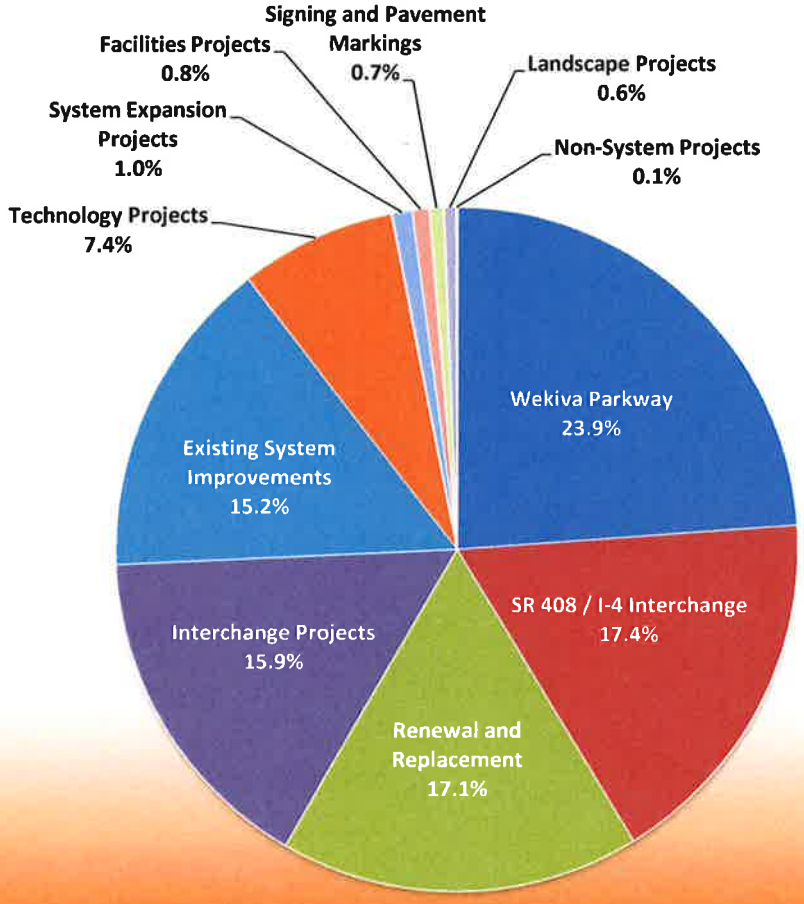


- Adopted July 2015
  - $1.2 B
- Major Accomplishments:
  - SR 417 / Boggy Creek Interchange
  - SR 429 / CR 535 Southbound Exit Ramp Improvement
  - SR 528 Airport Toll Plaza Demolition
  - SR 528 Right of Way Corridor
  - Wrong-Way Driving Countermeasures
  - Wekiva Parkway Sections 1A, 1B, 2B and 2C under construction

Draft FY 2017-2021 Work Plan

Project Cost Summary ($000's)	Fiscal Year					
Category	2016/17	2017/18	2018/19	2019/20	2020/21	Totals
Existing System Improvements	51,687	81,370	33,848	18,114	21,368	206,387
System Expansion Projects	222,482	99,915	12,932	1,156	22	336,507
Interchange Projects	77,184	153,952	128,538	88,994	2,690	451,358
Facilities Projects	6,519	1,391	1,136	1,131	965	11,142
Technology Projects	27,304	48,032	20,542	3,284	1,322	100,484
Signing and Pavement Markings	928	3,758	1,498	2,077	776	9,037
Renewal and Replacement Projects	43,527	74,560	39,987	29,444	44,173	231,691
Landscape Projects	1,500	1,500	1,500	1,500	1,500	7,500
Non-System Projects	0	1,064	0	0	0	1,064
TOTALS	431,131	465,542	239,981	145,700	72,816	1,355,171

Draft Plan Funding Distribution



Draft Plan Major Projects

- Capacity Improvements ($152.6 M)
  - SR 408 from Good Homes to Hiawassee
  - SR 408 from SR 417 to Alafaya Trail
  - SR 417 from Econ Trail to Seminole County Line
  - SR 417 from I-Drive to Landstar Boulevard
  - SR 429 from Florida's Turnpike to West Road
- Operational Improvements ($15.1 M)
  - SR 417 SB to SR 528 WB Ramp Modification
  - CR 535 NB entrance ramp to SR 429 Modification
  - Curry Ford SB entrance ramp to SR 417 Modification

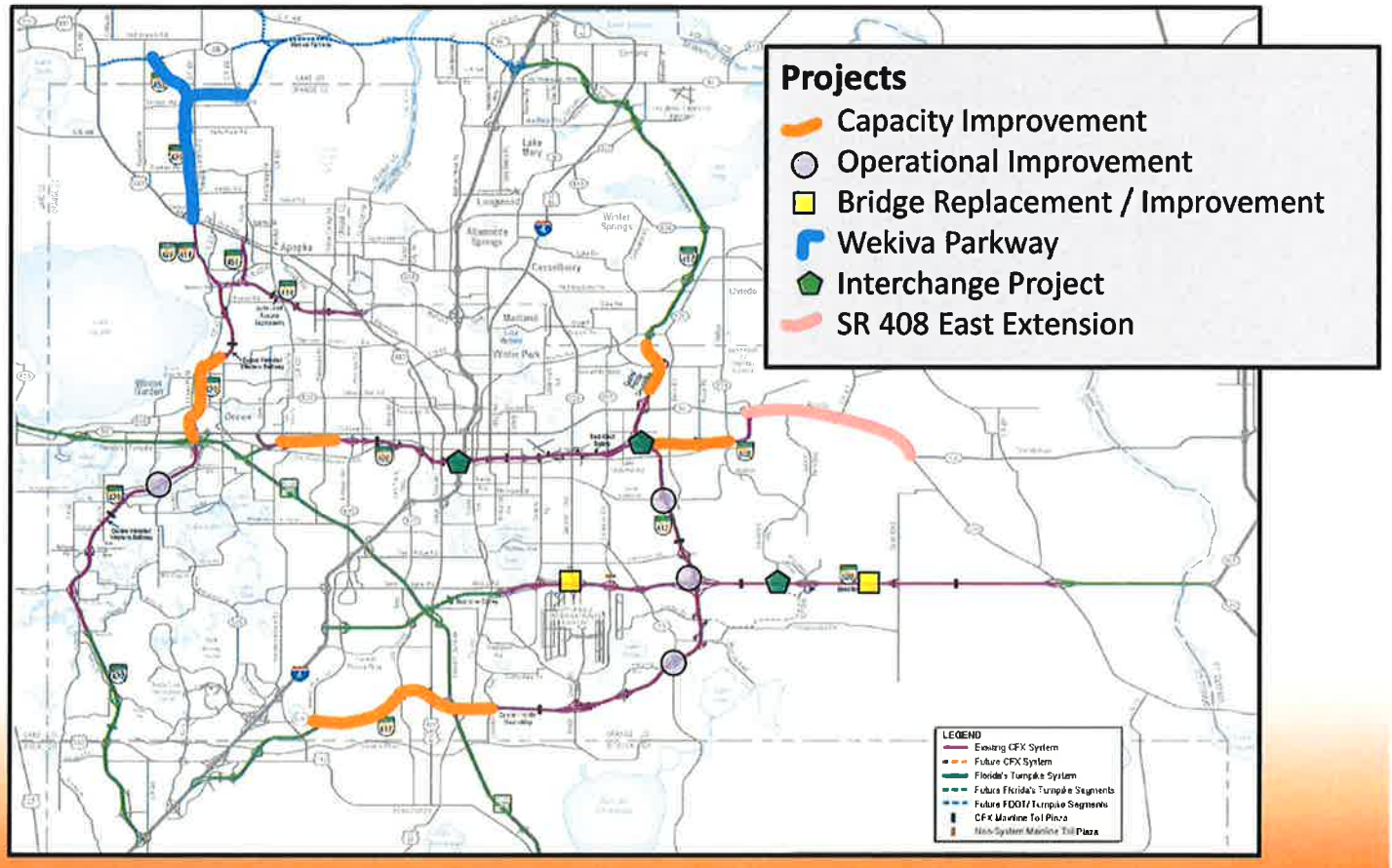
Draft Plan Major Projects

- Bridge Replacement / Improvements ($25.6 M)
  - SR 528 / SR 436 Bridge Deck Replacements
  - SR 528 Econ River Bridge Replacement
- Wekiva Parkway ($323.5 M)
  - US 441 to Kelly Park Complete in Spring 2017
  - Kelly Park to SR 46 Complete in January 2018

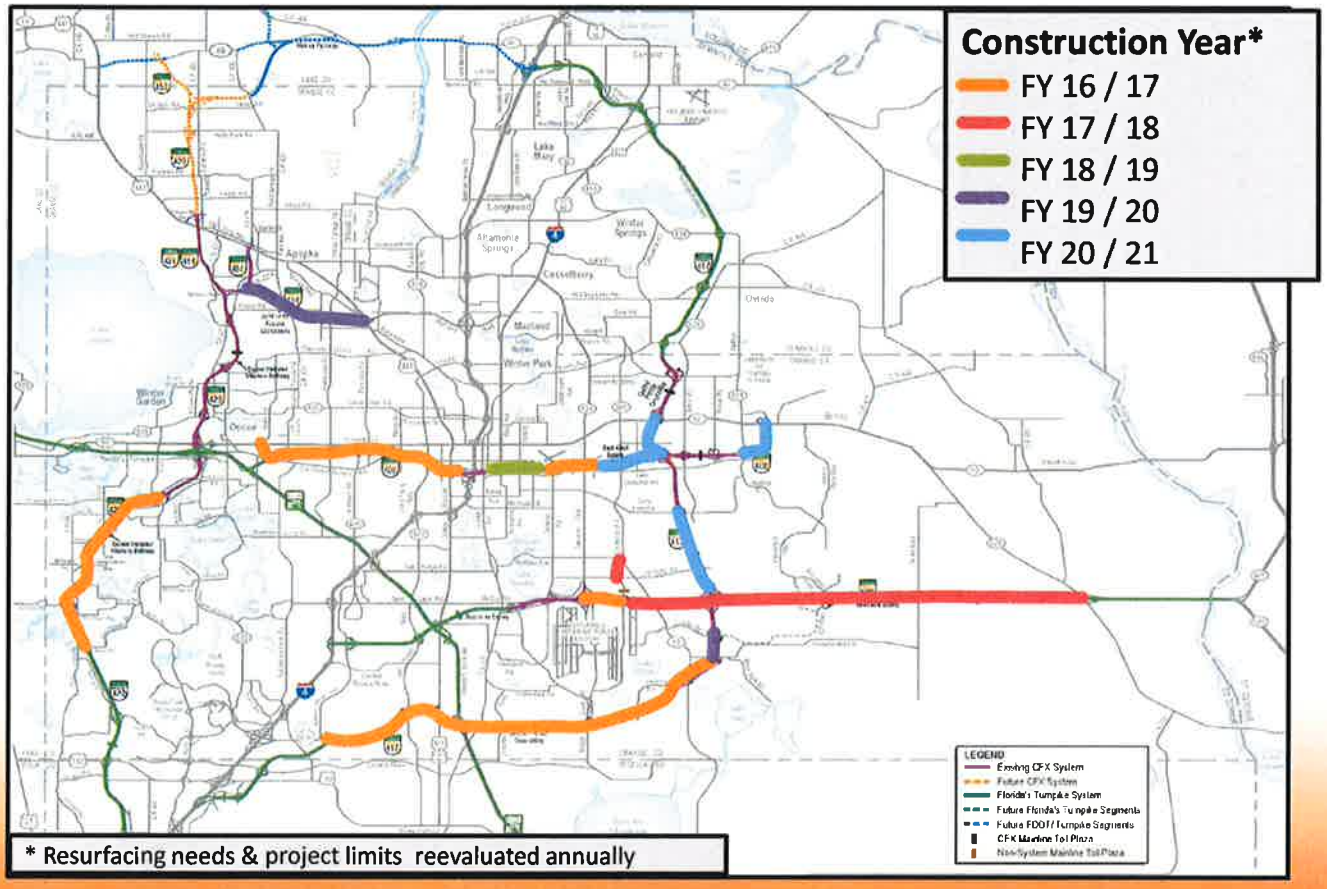
Draft Plan Major Projects

- Interchange Projects ($417.2 M)
  - SR 408 / SR 417 (Phases I and II)
  - SR 528 / Innovation Way
  - SR 408 / I-4 Ultimate
- Toll Collection System Upgrade ($57.2 M)
- Milling & Resurfacing ($195.6 M)
- Concept & Feasibility Studies for 2040 Master Plan Expansion Projects ($6.8M)

Draft Plan Major Projects



Draft Plan Resurfacing Projects



Projected Revenues

	FY 2016	FY 2017	Change	%
Tolls	$345,800,000	$392,100,000	$46,300,000	13.4%
Fees	5,033,000	5,695,900	662,900	13.2%
Transponder Sales	65,054	488,767	423,713	651.3%
Other Operating	2,139,103	1,408,974	(730,129)	-34.1%
Interest	1,899,109	2,446,481	547,372	28.8%
Miscellaneous	950,217	993,086	42,869	4.5%
Total Revenues	$355,886,483	$403,133,208	$47,246,725	13.3%

Proposed Operations Budget

FY 2016 Budget	FY 2017 Budget	Change	%
$44,464,857	$53,392,557	$8,927,699	20.1%

Cost Increases:

- Interoperability transaction fee
- Full year of new department (IT Special Projects)
- Market recapture initiatives
- Increase in Pay-by-Plate invoices

  (Revenue generated by invoices covers the expenses in the image review department)
- Facilities maintenance at the plazas (new contract)

Proposed Maintenance Budget

FY 2016 Budget	FY 2017 Budget	Change	%
$16,436,083	$17,131,201	$695,118	4.2%

Cost Increases:

- Florida Highway Patrol services
  - Replacement of vehicles
  - Additional trooper
- Maintenance Support for Intelligent Transportation System
- Wrong way driving consultant fee

Proposed Administration Budget

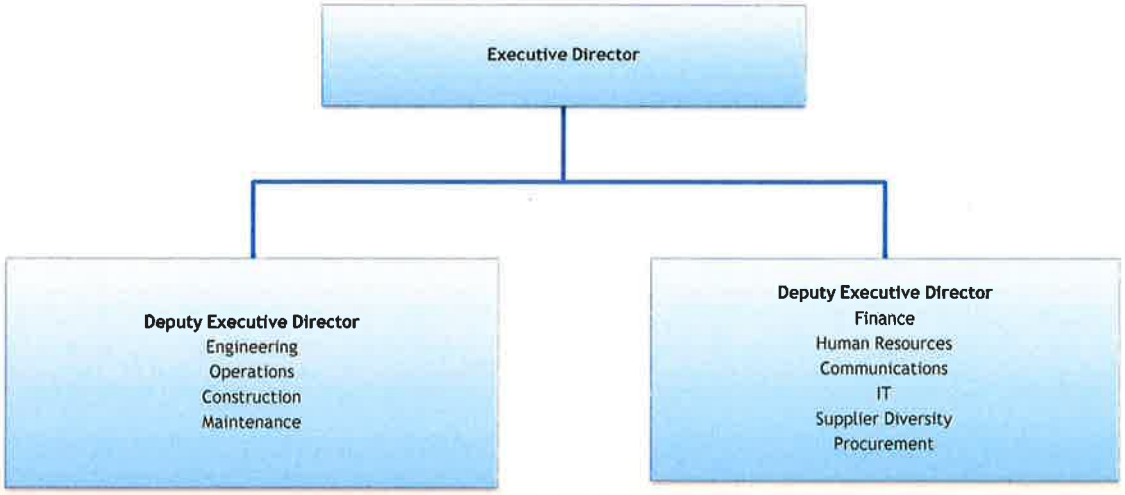
FY 2016 Budget	FY 2017 Budget	Change	%
$6,641,121	$7,636,620	$995,499	15.0%

Cost Increases:

- Facilities maintenance for headquarters (new contract)
- Additional lawyer and assistant
- Records retention plan
- Full year of previously approved staff reorganization

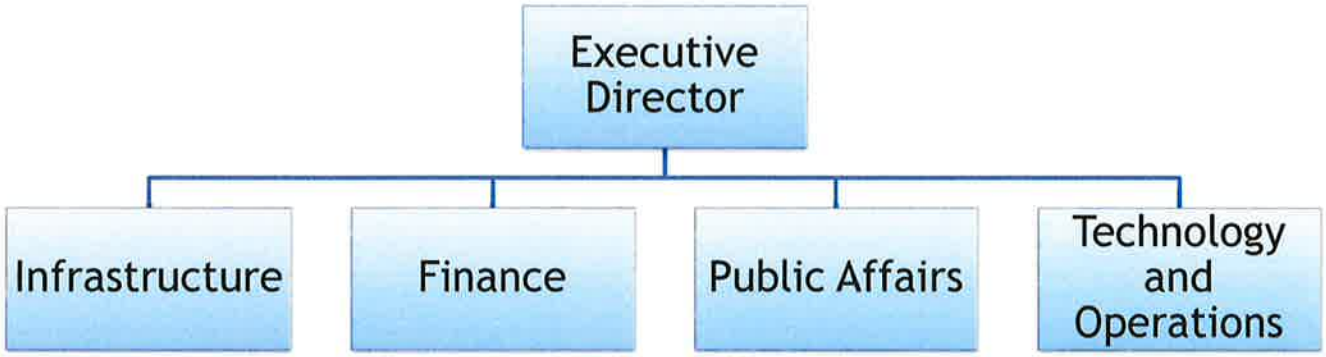
Agency Structure

Previous



Agency Structure

Current



Major OM&A Capital Items

Major Capital Items and Projects:

- IT General Equipment and Software
- Replacement of three vehicles
- New timesheet software

Proposed OM&A Budget - Goldenrod Extension

Goldenrod Budget

- Total operations and maintenance expense budget - $415,386
- Toll revenue budget - $1,650,000

FINANCIAL PLANNING MODEL ASSUMPTIONS

Debt issuance assumptions are:

- 30-year, fixed rate bonds, uninsured
- Interest rates
  - Current AAA Municipal Market Data rates,
  - credit spread of 90 bps (based on CFX's current credit ratings)
  - additional 50 bps for FY 2017 debt issuance and an additional 25 bps per year thereafter
- Debt Service Ratio target of 1.60x (senior lien debt)
- Fully cash funded debt service reserve funds

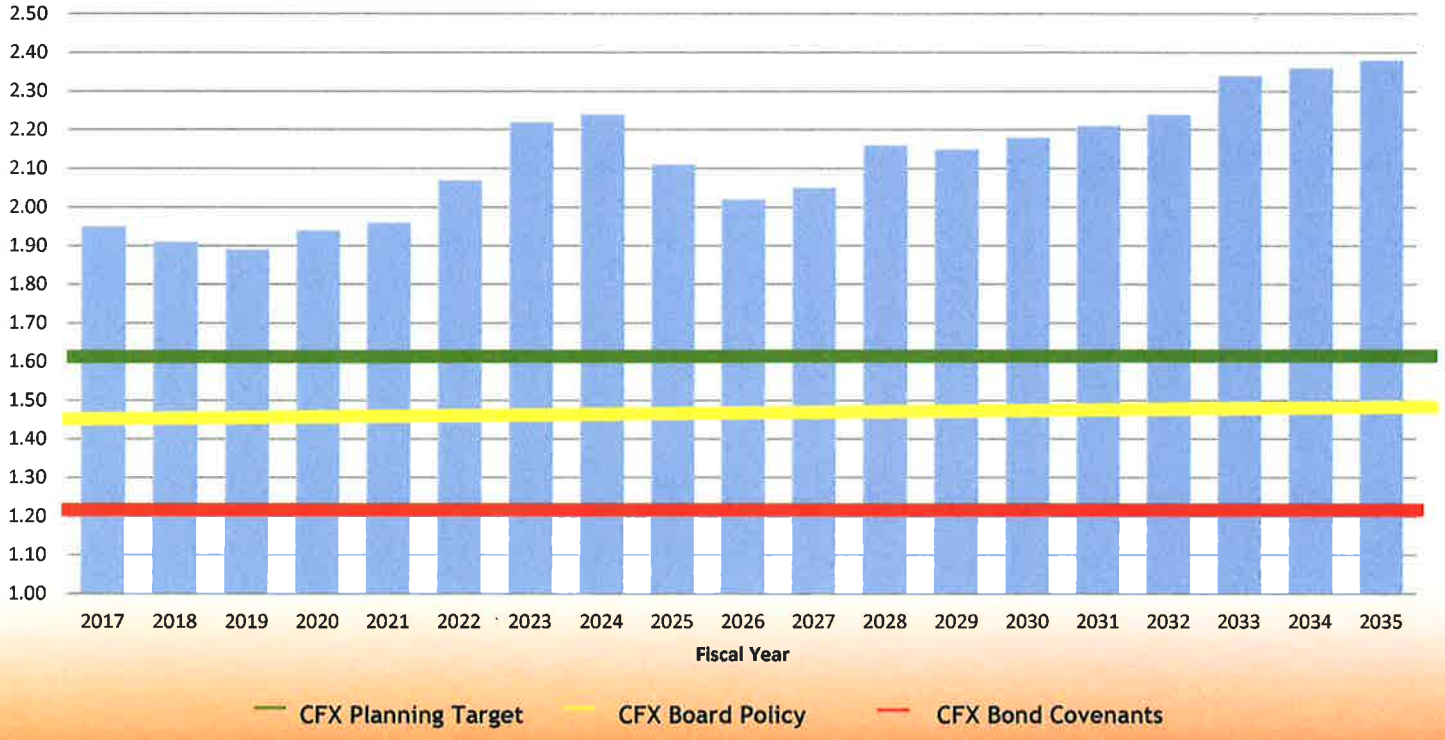
Financial Planning Model Results

Requires additional debt

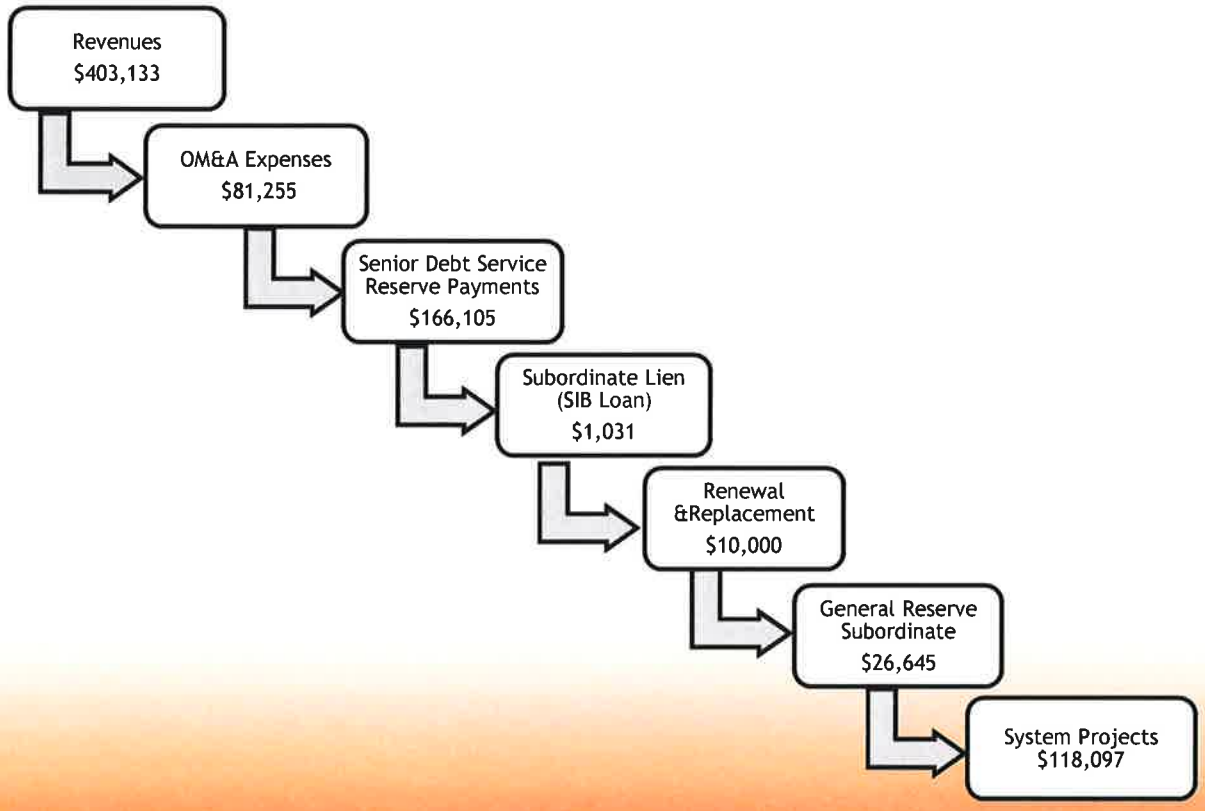
- Approximately $627 million (FY18, FY19, FY24 and FY26)
- Finances approximately 26% of project expenditures over the 10 year period

Debt coverage ratios meets 1.60 planning target

PROJECTED SENIOR LIEN COVERAGE RATIO



Flow of Funds In Thousands ($000's)



Central Florida Expressway Authority
Five-Year Work Plan

Category Summary

Category	Project Cost (thousand $)							
	Fiscal Year							Total
	16/17		17/18		18/19	19/20	20/21	
	E	U	E	U	U	U	U	
Existing System Improvements	7,109	44,578	0	81,370	33,848	18,114	21,368	**206,388**
System Expansion Projects	152,855	69,627	48,413	51,502	12,932	1,156	22	**336,507**
Interchange Projects	35,145	42,039	83,453	70,499	128,538	88,994	2,690	**451,358**
Facilities Projects	1,436	5,083	0	1,391	1,136	1,131	965	**11,142**
Technology Projects	12,792	14,512	23,706	24,326	20,542	3,284	1,322	**100,484**
Signing and Pavement Markings	0	928	0	3,758	1,498	2,077	776	**9,037**
Renewal and Replacement Projects	22,398	21,129	0	74,560	39,987	29,444	44,173	**231,691**
Landscape Projects	0	1,500	0	1,500	1,500	1,500	1,500	**7,500**
SUB TOTALS	**231,735**	**199,396**	**155,572**	**308,906**	**239,981**	**145,700**	**72,816**	
TOTALS		**431,131**		**464,478**	**239,981**	**145,700**	**72,816**	**1,354,107**
Non-System Project (Goldenrod Road)	0	0	0	1,064	0	0	0	**1,064**
GRAND TOTALS		**431,131**		**465,542**	**239,981**	**145,700**	**72,816**	**1,355,171**
THIRD PARTY CONTRIBUTIONS		**0**		**0**	**0**	**0**	**0**	**0**
GRAND TOTALS WITH CONTRIBUTIONS		**431,131**		**465,542**	**239,981**	**145,700**	**72,816**	**1,355,171**

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *						Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21	
							E	U	E	U	U	U	U	
25	408-127	SR 408 Widening from Good Homes to East of Hiawassee	Good Homes Road	East of Hiawassee Road	-	Add Lanes, Mill and Resurface	0	10,810	0	7,827	0	0	0	SP	Bidding & Construction
26	408-128	SR 408 Widening from SR 417 to Alafaya Trail	SR 417	Alafaya Trail	4.1	Add Lanes, Mill and Resurface	2,664	8,148	0	18,131	20,286	0	0	SP	Design & Construction
27	-	SR 417 Widening from Boggy Creek to County Line	Econlockhatchee Trail	County Line	2.3	Add Lanes, Mill and Resurface	2,143	0	0	12,328	8,359	0	0	SP	Design & Construction
28	-	SR 528 Widening from Narcoossee Road to SR 417	Narcoossee Road	SR 417	1.9	Add Lanes, Mill and Resurface	0	0	0	353	3,271	7,068	0	SP	Design & Construction
29	528-130	SR 528 / SR 436 Bridge Deck Replacement	-	-	-	Bridge Deck Replacement	1,336	2,750	0	8,243	0	0	0	SP	Design & Construction
30	528-131	SR 528 Econ River Bridge	-	-	-	Bridge Replacement & Widening	0	5,199	0	6,272	0	0	0	SP	Bidding & Construction
31	-	Systemwide Safety and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	300	0	300	300	300	300	SP	Design & Construction
32	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	150	0	150	150	150	150	SP	Design & Construction
33	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	150	0	150	150	150	150	SP	Design & Construction
34	-	Systemwide Roadway Lighting	-	-	-	Lighting Rehabilitation	0	5,868	0	137	162	168	174	SP	Design & Construction
35	599-126	SR 417 / SR 528 Ramp Improvements	-	-	-	Ramp Improvements	274	5,749	0	2,586	0	0	0	SP	ROW & Construction
36	-	SR 429 / UCF 535 Northbound On Ramp Improvements	-	-	-	On Ramp Improvements	0	913	0	4,239	0	0	0	SP	Design & Construction
37	-	SR 417 / Curry Ford Road Southbound On Ramp Improvements	-	-	-	On Ramp Improvements	0	1,598	0	0	0	0	0	SP	Bidding & Construction
38	599-132	Backup Data Center	-	-	-	Backup Data Center	738	0	0	0	0	0	0	SP	Design Build
39	-	2040 EFX Master Plan	-	-	-	Master Plan Study	50	0	0	0	0	0	0	SP	Master Plan Study
40	-	SR 417 Widening from International Drive to John Young Parkway	International Drive	John Young Parkway	3.6	Add Lanes, Mill and Resurface	0	0	0	0	0	1,498	5,900	SP	Design & Partial Construction
41	-	SR 417 Widening from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Add Lanes, Mill and Resurface	0	0	0	0	0	2,300	10,060	SP	Design & Partial Construction
42	-	SR 429 Widening from Plant Street to West Road	Plant Street	West Road	2.7	Add Lanes, Mill and Resurface	0	0	0	0	0	0	1,212	SP	Design
43	-	SR 429 Widening from Florida's Turnpike to Plant Street	Florida's Turnpike - SR 50	Plant Street	1.5	Add Lanes, Mill and Resurface	0	0	0	193	603	4,600	2,310	SP	Design &Construction
44	-	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	92	0	0	104	108	108	112	SP	Multimodal/Intermodal Study
45	-	SR 417 Widening - Curry Ford to Lake Underhill Landscaping	Curry Ford Road	Lake Underhill Road	1.6	Landscaping	0	18	0	298	23	0	0	SP	Design, Installation and Maintenance
46	-	SR 408 / SR 417 Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	0	621	569	SP	Design, Installation and Maintenance
47	-	SR 417 / Florida's Turnpike Interchange Landscaping	-	-	-	Interchange Landscaping	0	0	0	0	0	458	409	SP	Design, Installation and Maintenance
						Encumbered Total	7,360		0						
						Unencumbered Total		44,578		81,370	33,818	18,114	21,368		
						TOTALS	**51,687**		**81,370**		**33,818**	**18,114**	**21,368**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

System Expansion Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
48	429-200F	SR 429 / SR 414 Interchange Landscape	-	-	-	Landscaping	20	0	5	0	0	0	0	SP	Maintenance
49	429-200G	SR 429 / SR 414 Interchange Landscape Phase II	-	-	-	Landscaping	0	941	0	851	21	5	0	SP	Design, Installation & Maintenance
50	408-254	SR 408 Eastern Extension	Challenger Parkway	SR 520	7.3	New Expressway	1,101	0	0	3,217	0	0	0	SP	PD&E & 15% Line & Grade
51	-	SR 528 / Northeast District Connector Study	SR 528	Northeast District	8.0	New Expressway	0	1,100	0	0	0	0	0	SP	Concept Development and Feasibility
52	-	2040 Masterplan Expansion Projects	-	-	0.0	New Expressway	0	1,100	2,274	0	2,349	0	0	SP	Concept Development and Feasibility
53	-	Wekiva Parkway Section 1A Landscaping	US 441 Interchange	North of Ponkan	0.0	Landscaping	0	41	0	1,293	20	21	0	SP	Design, Installation & Maintenance
54	-	Wekiva Parkway Section 1B Landscaping	North of Ponkan Road	North of Kelley Park Road	0.0	Landscaping	0	0	0	53	1,684	22	23	SP	Design, Installation & Maintenance
55	429-202	Wekiva Parkway Section 1A	US-441 Interchange	North of Ponkan Road	2.3	New Expressway	32,810	0	0	0	0	0	0	SP / CF	Construction
56	429-203	Wekiva Parkway Section 1B	North of Ponkan Road	North of Kelly Park Road	2.3	New Expressway	25,173	0	0	0	0	0	0	SP / CF	Construction
57	429-204	Wekiva Parkway Section 2B	North of Kelly Park Road	East of CR 437 and North to Lake County Line	2.0	New Expressway	53,422	2,000	26,836	0	0	0	0	SP / CF	Construction
58	429-205	Wekiva Parkway Section 2A	East of CR 437	East of Mt. Plymouth Road	2.0	New Expressway	2,113	32,977	0	18,794	0	0	0	SP / CF	Construction
59	429-206	Wekiva Parkway Section 2C	Lake County Line	SR 46 East of Round Lake Road	1.3	New Expressway	38,216	0	19,298	0	0	0	0	SP / CF	Construction
60	-	SR 429 - Wekiva Parkway (Right of Way)	US 441	East of Mt Plymouth Road and northwest to SR 46	-	New Expressway	0	31,468	0	27,292	8,858	1,108	0	SP / CF	Right of Way
						Encumbered Total	152,855		48,413						
						Unencumbered Total		69,627		51,502	12,932	1,156	22		
						TOTALS	**222,482**		**99,915**		**12,932**	**1,156**	**22**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Interchange Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
61	253F	SR 408/SR 417 Interchange (Phase I)	SR 408/SR 417	Lake Underhill Road	-	Add Ramps, Mill and Resurface	31,559	0	0	0	0	0	0	SP	Construction
62	253G	SR 408/SR 417 Interchange (Phase II)	SR 408/SR 417	Lake Underhill Road	-	Add Ramps, Mill and Resurface	0	281	0	35,096	36,255	0	0	SP	Design, Bidding & Construction
63	429-305	SR 429 / Schofield Road Interchange	-	-	-	Landscaping	0	26	0	403	21	11	0	SP	Design, Installation & Maintenance
64	417-301C	SR 417 / Boggy Creek Road Interchange (Phase III) Landscaping	-	-	-	Design & Construction	0	53	0	798	21	16	0	SP	Landscaping
65	528-313	SR 528 / Innovation Way Interchange	Innovation Way	Aerospace Parkway	-	New Interchange	2,322	41,677	0	34,202	529	0	0	SP	Design-Build
66	-	SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	1,060	0	76,060	0	76,060	81,060	1,060	SP	Contribution & Corridor Consultant
67	-	SR 429 New Interchange Studies	-	-	-	Interchange Studies and Design	204	0	7,393	0	15,652	7,211	0	SP	Concept Study and Design
68	-	SR 417 / Narcoossee Road Ultimate Interchange	-	-	-	Concept Study	0	0	0	0	0	400	1,380	SP	Concept Study
69	-	SR 528 Innovation Way Landscaping	-	-	-	Landscaping	0	0	0	0	0	296	250	SP	Design, Installation and Maintenance
						Encumbered Total	35,145		83,453						
						Unencumbered Total		42,039		70,499	128,538	88,994	2,690		
						TOTALS	**77,184**		**153,952**		**128,538**	**88,994**	**2,690**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Facilities Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
70	528-405	SR 528 Airport Toll Plaza Demolition	Boggy Creek Road	SR 436	2.1	Demolish Existing Mainline Toll Plaza	1,436	0	0	0	0	0	0	SP	Construction
71	"	SR 528 Airport Frontage Landscaping	Boggy Creek Road	SR 436	2.1	Landscaping	0	0	0	228	21	16	0	SP	Landscaping
72	"	Systemwide Toll Plaza Projects	"	"	"	Toll Plaza Projects	0	100	0	100	100	100	100	SP	Design & Construction
73	"	Systemwide Generator Replacements and Upgrades	"	"	"	Generator Replacements	0	345	0	345	345	345	345	SP	Design & Construction
74	"	Systemwide Air Conditioner Replacements and Upgrades	"	"	"	Air Conditioner Replacements	0	212	0	88	150	150	0	SP	Design & Construction
75	"	Systemwide Roof Replacements	"	"	"	Roof Replacements	0	240	0	240	240	240	240	SP	Design & Construction
76	"	Systemwide UPS Replacements	"	"	"	UPS Replacements	0	110	0	110	0	0	0	SP	Installation
77	"	Miscellaneous CFX Headquarters Improvements	"	"	"	Miscellaneous Projects	0	3,642	0	280	280	280	280	SP	Miscellaneous Projects
78	"	CFX Headquarters Parking Lot Lighting and Sealing	"	"	"	Miscellaneous Projects	0	434	0	0	0	0	0	SP	Design and Construction
						Encumbered Total	1,436		0						
						Unencumbered Total		5,083		1,391	1,136	1,131	965		
						TOTALS	**6,519**		**1,391**		**1,136**	**1,131**	**965**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Technology Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
79	408-509	Fiber Optic Network (FON) Utility Adjustments	"	"	"	Utility Adjustments	0	100	0	50	50	50	50	SP	Utility Adjustments
80	"	Regional ITS Partnership Projects	"	"	"	Regional ITS Partnership Projects	0	180	0	180	180	0	0	SP	Partnership Contributions
81	"	ITS Network Upgrade Phase II	"	"	"	Re-splice Network Physical Architecture	0	1,042	0	902	0	0	0	SP	Design & Construction
82	"	Wekiva Parkway CCTV Deployment Sections 1A & 1B	"	"	"	CCTV Cameras	0	151	0	779	702	0	0	SP	Design & Construction
83	"	Wekiva Parkway CCTV Deployment Sections 2A, 2B & 2C	"	"	"	CCTV Cameras	0	0	0	326	1,499	503	0	SP	Design & Construction
84	"	Advanced Expressway Operations Performance Measures	"	"	"	Enhancements to ITS Data Analysis Systems	0	654	0	673	0	0	0	SP	Implementation
85	"	Supplemental DCS and CCTV Deployment	"	"	"	Deploy DCS and CCTV Cameras	0	307	0	4,268	1,423	0	0	SP	Design & Construction
86	"	Wrong-Way Driving Countermeasures	"	"	"	Wrong-Way Driving Countermeasures at selected ramps	0	112	0	3,423	0	0	0	SP	Design & Construction
87	"	Connected Vehicle Pilot Concept	"	"	"	Connected Vehicle Pilot Concept	0	250	0	250	0	0	0	SP	Concept
88	"	Headquarters Security Cameras	"	"	"	Security Cameras	0	610	0	0	0	0	0	SP	Design & Construction
89	"	Geolocation of Field Utilities	"	"	"	Geolocation	0	165	0	135	0	0	0	SP	Design & Implementation
90	599-902	Toll Collection System Upgrade	"	"	"	System Upgrade	12,792	0	23,706	0	16,688	2,731	1,272	SP	Implementation & Testing
90	"	Toll Network System Replacements & Upgrades	"	"	"	Replacements & Upgrades	0	392	0	0	0	0	0	SP	Design & Implementation
91	"	Software - Hardware Replacements & Upgrades	"	"	"	Replacements & Upgrades	0	165	0	1,240	0	0	0	SP	Design & Implementation
91	"	eCommerce Mobile Application	"	"	"	Mobile Application	0	784	0	0	0	0	0	SP	Design & Implementation
92	"	Back Office - E-PASS Re-Write	"	"	"	E-PASS Re-Write	0	9,600	0	12,100	0	0	0	SP	Design & Implementation
						Encumbered Total	12,792		23,706						
						Unencumbered Total		14,512		24,326	20,542	3,284	1,322		
						TOTALS	**27,304**		**48,032**		**20,542**	**3,284**	**1,322**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Signing and Pavement Markings Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
93	-	Systemwide Miscellaneous Signing & Pavement Markings	-	-	-	Signing and Pavement Markings	0	150	0	150	150	150	150	SP	Design & Construction
94	-	E-PASS Sign Replacement	-	-	-	Signing	0	590	0	0	0	0	0	SP	Bidding & Construction
95	-	Central Florida Expressway Authority Logo Replacement	-	-	-	Signing	0	56	0	1,799	0	0	0	SP	Design & Construction
96	-	SR 408 Guide Sign Repalcement	-	-	-	Signing	0	132	0	1,746	0	0	0	SP	Design & Construction
97	-	SR 417 Guide Sign Repalcement	-	-	-	Signing	0	0	0	63	1,283	610	0	SP	Design & Construction
98	-	SR 414 Guide Sign Replacement	-	-	-	Signing	0	0	0	0	65	1,317	626	SP	Design & Construction
						Encumbered Total	0		0						
						Unencumbered Total		928		3,758	1,498	2,077	776		
						TOTALS	**928**		**3,758**		**1,498**	**2,077**	**776**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
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Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
99	417-733	SR 417 Resurfacing	I-Drive	Moss Park	16.8	Mill & Resurface	15,992	0	0	0	0	0	0	RR	Construction
100	"	SR 408 Resurfacing	West SR 50	I-4	8.1	Mill & Resurface	0	1,221	0	26,100	0	0	0	RR	Design & Construction
101	"	SR 429 Resurfacing	Seidel Road	CR 535	8.4	Mill & Resurface	0	5,157	0	11,125	0	0	0	RR	Design & Construction
102	"	SR 528 Resurfacing	SR 436	Goldenrod Road	1.4	Mill & Resurface	0	2,518	0	2,324	0	0	0	RR	Design & Construction
103	"	SR 528 Resurfacing	Goldenrod Road	SR 520 (East) / SR 417 Innovation Way (South)	21.7	Mill & Resurface	0	2,184	0	20,131	29,026	0	0	RR	Design & Construction
104	"	SR 408 Resurfacing	East of I-4	Lake Underhill	1.8	Mill & Resurface	0	0	0	0	3,594	6,353	0	RR	Design & Construction
105	"	SR 408 Resurfacing	Lake Underhill	Yucatan Drive	1.8	Mill & Resurface	0	3,668	0	6,489	0	0	0	RR	Design & Construction
106	"	SR 414 Resurfacing	SR 429	US 441 (East)	6.5	Mill & Resurface	0	0	0	0	713	12,054	11,794	RR	Design & Construction
107	"	SR 417 Resurfacing	Moss Park	Innovation Way	1.0	Mill & resurface	0	0	0	0	176	3,830	0	RR	Design & Construction
108	"	SR 417 Resurfacing	SR 528	Curry Ford Road	4.2	Mill & Resurface	0	0	0	0	0	432	9,526	RR	Design & Construction
109	"	SR 417 Resurfacing	SR 408	SR 50	1.6	Mill & Resurface	0	0	0	0	0	246	5,295	RR	Design & Construction
110	"	SR 408 Resurfacing	Yucatan Drive	SR 417	2.6	Mill & Resurface	0	0	0	0	0	442	9,541	RR	Design & Construction
111	"	SR 408 Resurfacing	Alafaya Trail	SR 50 (East)	1.5	Mill & Resurface	0	0	0	0	0	98	2,119	RR	Design & Construction
112	"	Miscellaneous Resurfacing Projects	"	"	"	Mill & Resurface	0	290	0	290	290	290	290	RR	Design & Construction
113	"	Miscellaneous Drainage and Stormwater Projects	"	"	"	Drainage and Stormwater	15	295	0	310	310	310	310	RR	Design & Construction
						Encumbered Total	16,007		0						
						Unencumbered Total		15,333		68,771	34,109	24,056	38,875		
						SUB-TOTALS (Page 1)	**31,340**		**68,771**		**34,109**	**24,056**	**38,875**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
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U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (Page 2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
114	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	434	0	784	434	434	434	RR	Design & Construction
115	-	Systemwide Coatings	-	-	-	Painting & Inspections	0	3,540	0	1,910	1,910	1,910	1,910	RR	Design & Construction
116	-	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	250	0	250	250	250	250	RR	Construction
117	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Concrete Pavement Projects	0	100	0	100	100	100	100	RR	Design & Construction
118	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM Replacement & Striping	0	131	0	180	203	149	166	RR	Design & Construction
119	-	Systemwide Trailblazer Upgrades	-	-	-	Signing Upgrades	0	620	0	1,160	1,160	1,460	810	RR	Design & Construction
120	-	Systemwide Signing Replacement Projects	-	-	-	Signing Improvements	140	570	0	1,250	1,660	922	1,628	RR	Design & Construction
121	599-525	Single Line DMS Upgrade	-	-	-	Upgrade DMS	6,251	0	0	0	0	0	0	RR	Design & Construction
122	-	Traffic Management CCTV Upgrade	-	-	-	Migration to IP Traffic Management Cameras	0	151	0	155	159	163	0	RR	Implementation
						Encumbered Total	6,391		0						
						Unencumbered Total		5,796		5,789	5,878	5,388	5,298		
						SUB-TOTALS (Page 2)	**12,187**		**5,789**		**5,878**	**5,388**	**5,298**		
						TOTALS	**43,527**		**74,560**		**39,987**	**29,444**	**44,173**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Landscape Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
123	-	Systemwide Discretionary Landscape Projects	-	-	-	Landscaping	0	1,500	0	1,500	1,500	1,500	1,500	SP	Design & Construction
						Encumbered Total	0		0						
						Unencumbered Total		1,500		1,500	1,500	1,500	1,500		
						TOTALS	**1,500**		**1,500**		**1,500**	**1,500**	**1,500**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Non-System Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousands $) by Fiscal Year *							Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	16/17		17/18		18/19	19/20	20/21		
							E	U	E	U	U	U	U		
124	800-903E	Goldenrod Road Resurfacing	Lee Vista	Narcoossee Road	0 9	Mill & Resurface	0	0	0	1,064	0	0	0	NSP	Construction
						Encumbered Total	0		0						
						Unencumbered Total		0		1,064	0	0	0		
						TOTALS	**0**		**1,064**		**0**	**0**	**0**		

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Fund Summary

Fund	Project Cost (thousands $) *								Comments
	Fiscal Year							Total	
	16/17		17/18		18/19	19/20	20/21		
	E	U	E	U	U	U	U		
System Projects Fund (SP)	158,304	144,153	155,572	210,494	199,994	116,256	28,643	1,013,416	
Construction Fund BAN (CF)	51,033	34,115	0	23,852	0	0	0	109,000	
Non-System Projects (NSP)	0	0	0	1,064	0	0	0	1,064	
Renewal and Replacement (RR)	22,398	21,129	0	74,560	39,987	29,444	44,173	231,691	
SUB-TOTALS	231,735	199,396	155,572	309,970	239,981	145,700	72,816		
GRAND TOTALS **	**431,131**		**465,542**		**239,981**	**145,700**	**72,816**	**1,355,171**	

* Construction costs escalated at 2.5% for FY 2017, 2.7% for FY 2018, 2.8% for FY 2019, 2.6% for FY 2020 and 2.5% for FY 2020. In general, all other costs escalated at 2.6% per year.

** Grand Totals to do not include third party contributions for the SR 528 / Innovation Way Interchange.

E = Encumbered costs from projects under contracts from previous fiscal years

U = Unencumbered costs

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Years Ended June 30, Budget 2016	Budget 2017	From FY 2016 Budget	
Revenues:				
Tolls	$345,800,000	$392,100,000	$46,300,000	13%
Fees Collected via Pay by Plate and UTC's	5,033,000	5,695,900	662,900	13%
Transponder sales	65,054	488,767	423,713	651%
Other Operating	2,139,103	1,408,974	(730,129)	-34%
Interest	1,899,109	2,446,481	547,372	29%
Miscellaneous	950,217	993,086	42,869	5%
Total revenues	355,886,483	403,133,208	47,246,725	13%
Expenses:				
Operations	44,464,857	53,392,557	8,927,699	20%
Maintenance	16,436,083	17,131,201	695,118	4%
Administrative	6,641,121	7,636,620	995,499	15%
Other Operating	2,675,731	2,669,000	(6,731)	0%
Total expenses	70,217,793	80,829,378	10,611,585	15%
Add deposits into OMA reserve	848,278	1,203,018	354,740	42%
Less advances for operations and maintenance expenses received from the FDOT	(8,724,863)	(6,603,119)	2,121,744	-24%
Net expense	62,341,208	75,429,277	13,088,069	21%
Net revenues, as defined, plus payments received from the FDOT	293,545,275	327,703,931	34,158,656	12%
Senior debt service payments*	137,680,216	166,105,477	28,425,261	21%
Subordinate Lien (SIB Loan)	2,512,500	1,031,300	(1,481,200)	-59%
General Reserve subordinate payments	20,000,000	20,000,000	-	0%
SunTrust Bank Loan Payment	1,399,722	6,644,722	5,245,000	375%
Total debt payments plus FDOT repayments	161,592,438	193,781,499	32,189,061	20%
County gas tax pledge	9,005,980	-	(9,005,980)	-100%
Subordinate debt service ratio of net revenues to total debt payment	**1.82**	**1.69**	**-0.13**	**-6.9%**
Senior debt service ratio of net revenues to debt service	**2.13**	**1.97**	**-0.16**	**-7.5%**
Debt service ratio of total pledged revenues to debt service**	**2.20**	**N/A**		

* Per Bond Resolution Calculation.

** This calculation applies only to the 1990 Series bonds, which are covered by the County's gas tax pledge.

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis (Includes Capitalized Items)

	Years Ended June 30,			
	Budget 2016	Budget 2017	From FY 2016 Budget	
Revenues:				
Tolls	$345,800,000	$392,100,000	$46,300,000	13%
Fees Collected via Pay by Plate and UTC's	5,033,000	5,695,900	662,900	13%
Transponder sales	65,054	488,767	423,713	651%
Other Operating	2,139,103	1,408,974	(730,129)	-34%
Interest	1,899,109	2,446,481	547,372	29%
Miscellaneous	950,217	993,086	42,869	5%
Total revenues	355,886,483	403,133,208	47,246,725	13%
Expenses:				
Operations	44,464,857	53,392,557	8,927,699	20%
Maintenance	16,436,083	17,131,201	695,118	4%
Administrative	6,641,121	7,636,620	995,499	15%
Other Operating	2,675,731	2,669,000	(6,731)	0%
Total expenses	70,217,793	80,829,378	10,611,585	15%
Debt service payments	140,722,708	166,105,477	25,382,769	18%
Subordinate Lien (SIB Loan)	2,512,500	1,031,300	(1,481,200)	-59%
General Reserve subordinate payments	20,000,000	20,000,000	-	0%
SunTrust Bank Loan Payment	1,399,722	6,644,722	5,245,000	375%
Renewal and Replacement Reserve	25,000,000	10,000,000	(15,000,000)	-60%
OM&A Capital Expenditures & Projects	862,920	425,460	(437,460)	-51%
Net Available for System Projects	$95,170,840	$118,096,872	$22,926,031	24%

Central Florida Expressway Authority
All Activities - Total By Line Item

Description	2016 Annual Budget	2017 Annual Budget	Difference	% Inc (Decr) over 2016 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 5,147,508	$ 5,342,480	$ 194,972	3.8%
Social Security and Medicare	361,954	368,536	6,581	1.8%
Retirement Contributions -FRS	603,426	569,011	(34,415)	-5.7%
Life and Health Insurance	1,172,560	1,177,030	4,470	0.4%
State Assessment	12,655	12,482	(173)	-1.4%
Workers' Compensation	42,723	44,731	2,007	4.7%
Total Salaries & Benefits	7,340,827	7,514,269	173,442	2.4%
OTHER				
Cost Of Transponders Sold - Sticker	845,721	903,806	58,085	6.9%
Cost Of Transponders Sold - Hardcase	8,339	1,718,025	1,709,686	20502.3%
Cost Of Transponders Sold - Bumper	24,721	37,313	12,592	50.9%
Interoperability Transaction Fee	3,574,833	6,363,187	2,788,354	78.0%
Professional Services	694,250	989,750	295,500	42.6%
Legal Fees	225,000	200,000	(25,000)	-11.1%
Consultant Fees	405,721	420,684	14,963	3.7%
Consultant Fees - Surveys	-	20,000	20,000	
Maintenance Program Support	5,000	-	(5,000)	-100.0%
Maintenance Program Support - ITS	827,000	969,983	142,983	17.3%
Mitigation Maint. Support	2,000	500	(1,500)	-75.0%
FON Program Support	175,000	200,000	25,000	14.3%
Pavement Management System	26,000	26,000	-	0.0%
Auditing Fees	79,500	90,000	10,500	13.2%
Contract Personnel	5,660,979	8,473,800	2,812,821	49.7%
Toll Plazas Sarlaries/Wages	11,512,943	8,911,651	(2,601,292)	-22.6%
Toll Plazas Other Direct Expenses	553,370	391,690	(161,680)	-29.2%
Toll Collection Management Fees	293,019	894,098	601,079	205.1%
Toll Plazas Administration Salaries	1,528,169	1,653,947	125,778	8.2%
Toll Plazas Office Expenses	462,534	292,627	(169,907)	-36.7%
Toll Plazas Insurance and Bond	253,313	46,292	(207,021)	-81.7%
Florida Highway Patrol Services	811,964	977,945	165,981	20.4%
Motorist Service Patrol Agreement	1,077,650	1,077,650	-	0.0%
Toll Plazas Janitorial	438,382	310,882	(127,500)	-29.1%
Travel	50,885	61,500	10,615	20.9%
Reimbursed Local Travel	7,620	9,750	2,130	28.0%
Gasoline	18,700	18,000	(700)	-3.7%
Telephone Service	541,975	587,057	45,082	8.3%
Internet Service	52,200	55,800	3,600	6.9%
Postage and Delivery	944,000	1,367,750	423,750	44.9%
Printing	308,090	417,740	109,650	35.6%
Service Center Printing and Mailing	86,135	66,000	(20,135)	-23.4%
CAFR	25,000	25,000	-	0.0%
Utilities	2,396,750	2,458,280	61,530	2.6%
Lease - Buildings	126,400	129,000	2,600	2.1%
Leases - Equipment	48,261	50,200	1,939	4.0%
Records Management	32,200	32,400	200	0.6%
Insurance	679,252	725,097	45,845	6.7%
Repairs & Maint. - Equipment	41,448	135,000	93,553	225.7%
Maintenance FON Locates	16,500	10,900	(5,600)	-33.9%
Maintenance - ITS Infrastructure	1,674,000	1,721,800	47,800	2.9%
Support & Maint. - Software	89,717	94,200	4,483	5.0%
Repairs & Maint. - Software and Hardware	629,277	828,185	198,908	31.6%

Description	2016 Annual Budget	2017 Annual Budget	Difference	% Inc (Decr) over 2016 Budget
Maintenance - Toll Collection Software	690,600	790,000	99,400	14.4%
Repairs & Maint. - Fiber Optic Network	335,000	376,000	41,000	12.2%
Facilities Maintenance	1,141,924	1,776,972	635,048	55.6%
Repairs and Maint. - Toll Equipment	2,255,901	2,330,901	75,000	3.3%
Repairs and Maint. - Toll Equipment Parts	350,500	483,000	132,500	37.8%
Repairs & Maint. - VES Equipment	381,951	402,297	20,346	5.3%
Repairs & Maint. - Vehicles	10,450	11,050	600	5.7%
System Modifications Maintenance -Website	-	12,500	12,500	
Roadway and Bridges Maintenance	5,494,000	5,633,000	139,000	2.5%
Landscape Maintenance Service	3,651,500	3,657,000	5,500	0.2%
Bridge Inspection	224,000	269,000	45,000	20.1%
Sign Maintenance/Inspection	255,750	339,200	83,450	32.6%
Temp. Barricades & Message Signs	10,000	-	(10,000)	-100.0%
Traffic Signals and Lights	78,000	181,200	103,200	132.3%
Aquatics	209,850	209,950	100	0.0%
Board Meeting Broadcasting	16,000	16,000	-	0.0%
Promotion - Sponsorships	25,000	50,000	25,000	100.0%
Promotion	662,000	1,938,000	1,276,000	192.7%
Newsletter	3,000	3,000	-	0.0%
Photography	2,200	2,000	(200)	-9.1%
Graphic Production Services	40,000	95,000	55,000	137.5%
Promotional Items	4,000	9,000	5,000	125.0%
Advertising and Legal Notices	8,500	7,500	(1,000)	-11.8%
Bank Fees	1,209,750	1,155,000	(54,750)	-4.5%
Credit Card Fees	5,156,146	6,186,000	1,029,854	20.0%
Security	9,757	10,150	393	4.0%
Special Events	14,500	13,500	(1,000)	-6.9%
Employee Support Services	-	3,000	3,000	
Miscellaneous Expense	10,550	15,550	5,000	47.4%
Office Supplies	83,183	92,319	9,136	11.0%
Office Expense - Other	153,181	325,233	172,052	112.3%
Operating Supplies	42,250	39,750	(2,500)	-5.9%
Transponder Supplies	35,000	15,000	(20,000)	-57.1%
Software Expense	37,530	53,075	15,545	41.4%
Dues and Subscriptions	181,293	208,447	27,154	15.0%
Books and Publications	850	600	(250)	-29.4%
Seminars and Conferences	24,800	29,825	5,025	20.3%
Staff Training and Education	74,500	79,100	4,600	6.2%
Contingency	64,000	63,500	(500)	-0.8%
Total Other:	60,201,234	70,646,108	10,444,874	17.3%
Other Operating Expenses	2,675,731	2,669,000	(6,731)	-0.3%
TOTAL	70,217,793	80,829,378	10,611,585	15.1%
CAPITAL EXPENDITURES				
General Equipment	252,700	248,600	(4,100)	-1.6%
Furniture	10,000	5,000	(5,000)	-50.0%
Vehicle Purchases	54,500	82,500	28,000	51.4%
Software	244,220	89,360	(154,860)	-63.4%
Total Capital Expenditures:	561,420	425,460	(135,960)	-24.2%
PROJECTS	301,500	-	(301,500)	-100.0%
TOTAL CAPITAL & PROJECTS	862,920	425,460	(437,460)	-50.7%

Central Florida Expressway Authority
Operations Activity - Summary

	2016 Budget	**2017 Annual Budget**	Difference	% Inc (Decr) over 2016 Budget
Toll Operations (710)	$ 489,651	**$ 517,963**	$ 28,312	6%
IT (720)	3,509,651	**3,752,939**	243,288	7%
Special Projects (725)	142,492	**189,054**	46,562	33%
E-PASS Service Center (740)	12,907,752	**21,063,949**	8,156,197	63%
Public Outreach/Education (745)	868,000	**2,329,000**	1,461,000	168%
Image Review (750)	3,406,500	**4,019,100**	612,600	18%
Subtotal	21,324,046	**31,872,005**	10,547,958	49%
Toll Facilities				
Beachline Expressway (SR 528)				
Dallas (943)	1,450,912	**1,434,304**	(16,608)	-1%
Beachline Plaza (944)	1,512,060	**1,751,255**	239,195	16%
Airport (945)	1,960,159	**-**	(1,960,159)	-100%
East-West Expressway (SR 408)				
Dean Plaza (914)	1,494,861	**1,489,700**	(5,161)	0%
Conway Main Plaza (915)	2,499,404	**2,380,795**	(118,609)	-5%
Pine Hills Plaza (916)	1,751,548	**1,756,185**	4,637	0%
Hiawassee Plaza (917)	1,478,959	**1,529,182**	50,223	3%
John Land Apopka Expressway (SR 414)				
Coral Hills Plaza (954)	1,556,550	**1,522,800**	(33,750)	-2%
Western Beltway (SR 429)				
Independence Plaza (934)	1,494,020	**1,519,850**	25,830	2%
Forest Lake Plaza (935)	1,551,864	**1,604,165**	52,301	3%
Ponkan Plaza (936)	-	**56,000**	56,000	
Central Florida Greeneway (SR 417)				
John Young Plaza (923)	1,686,302	**1,668,888**	(17,414)	-1%
Boggy Creek Plaza (924)	1,800,663	**1,816,854**	16,191	1%
Curry Ford Plaza (925)	1,446,942	**1,472,547**	25,605	2%
University Plaza (926)	1,456,567	**1,518,027**	61,460	4%
Subtotal Toll Facilities	23,140,811	**21,520,552**	(1,620,259)	-7%
OPS Budget Before Participation	44,464,857	**53,392,557**	8,927,699	20%
FDOT Participation				
Conway Main, Pine Hills, & Airport Plazas	(5,791,493)	**(3,995,891)**	1,795,602	-31%
Total Operating Costs	38,673,364	**49,396,666**	10,723,301	28%

Capital Expenditures and Projects

Capital Expenditures				
IT (720)	369,700	**226,500**	(143,200)	-39%
Projects				
IT (721)	294,000	**-**	(294,000)	-100%

Central Florida Expressway Authority
Operations Activity - Total By Line Item

Description	2016 Annual Budget	2017 Annual Budget	Difference	% Inc (Decr) over 2016 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 1,488,057	$ 1,210,884	$ (277,174)	-18.6%
Social Security and Medicare	110,213	88,329	(21,884)	-19.9%
Retirement Contributions -FRS	146,594	116,834	(29,760)	-20.3%
Life and Health Insurance	366,151	265,343	(100,808)	-27.5%
State Assessment	3,890	2,814	(1,076)	-27.7%
Workers' Compensation	4,942	3,733	(1,209)	-24.5%
Total Salaries & Benefits	2,119,847	1,687,937	(431,911)	-20.4%
OTHER				
Cost Of Transponders Sold - Sticker	845,721	903,806	58,085	6.9%
Cost Of Transponders Sold - Hardcase	8,339	1,718,025	1,709,686	20502.3%
Cost Of Transponders Sold - Bumper	24,721	37,313	12,592	50.9%
Interoperability Transaction Fee	3,574,833	6,363,187	2,788,354	78.0%
Professional Services	120,000	330,000	210,000	175.0%
Consultant Fees- Surveys	-	20,000	20,000	
Contract Personnel	5,270,979	8,074,800	2,803,821	53.2%
Toll Plazas Sarlaries/Wages	11,512,943	8,911,651	(2,601,292)	-22.6%
Toll Plazas Other Direct Expenses	553,370	391,690	(161,680)	-29.2%
Toll Collection Management Fees	293,019	894,098	601,079	205.1%
Toll Plazas Administration Salaries	1,528,169	1,653,947	125,778	8.2%
Toll Plazas Office Expenses	462,534	292,627	(169,907)	-36.7%
Toll Plazas Insurance and Bond	253,313	46,292	(207,021)	-81.7%
Toll Plazas Janitorial	438,382	310,882	(127,500)	-29.1%
Travel	8,460	12,200	3,740	44.2%
Reimbursed Local Travel	700	1,450	750	107.1%
Gasoline	1,950	2,150	200	10.3%
Telephone Service	529,500	572,282	42,782	8.1%
Internet Service	52,200	55,800	3,600	6.9%
Postage and Delivery	938,000	1,361,750	423,750	45.2%
Printing	295,150	404,150	109,000	36.9%
Service Center Printing and Mailing	86,135	66,000	(20,135)	-23.4%
Utilities	2,030,000	2,063,280	33,280	1.6%
Lease - Buildings	126,400	129,000	2,600	2.1%
Leases - Equipment	17,500	18,200	700	4.0%
Records Management	1,900	1,900	-	0.0%
Insurance	592,872	625,774	32,902	5.5%
Repairs & Maint. - Equipment	27,400	124,700	97,300	355.1%
Repairs & Maint. - Software and Hardware	622,777	819,835	197,058	31.6%
Maintenance - Toll Collection Software	690,600	790,000	99,400	14.4%
Facilities Maintenance	1,019,924	1,611,861	591,937	58.0%
Repairs and Maint. - Toll Equipment	2,255,901	2,330,901	75,000	3.3%
Repairs and Maint. - Toll Equipment Parts	350,500	483,000	132,500	37.8%
Repairs & Maint. - VES Equipment	381,951	402,297	20,346	5.3%
Repairs & Maint. - Vehicles	1,250	1,500	250	20.0%
Promotion - Sponsorships	25,000	50,000	25,000	100.0%

Description	2016 Annual Budget	2017 Annual Budget	Difference	% Inc (Decr) over 2016 Budget
Promotion	662,000	1,938,000	1,276,000	192.7%
Newsletter	3,000	3,000	-	0.0%
Graphic Production Services	30,000	80,000	50,000	166.7%
Promotional Items	3,000	8,000	5,000	166.7%
Bank Fees	1,182,500	1,123,000	(59,500)	-5.0%
Credit Card Fees	5,156,146	6,186,000	1,029,854	20.0%
Security	8,757	9,150	393	4.5%
Miscellaneous Expense	2,550	3,050	500	19.6%
Office Supplies	42,833	42,569	(264)	-0.6%
Office Expense - Other	129,941	263,743	133,802	103.0%
Operating Supplies	42,250	39,750	(2,500)	-5.9%
Transponder Supplies	35,000	15,000	(20,000)	-57.1%
Software Expense	30,530	47,075	16,545	54.2%
Dues and Subscriptions	21,935	13,610	(8,325)	-38.0%
Books and Publications	850	600	(250)	-29.4%
Seminars and Conferences	2,825	3,725	900	31.9%
Staff Training and Education	34,500	38,500	4,000	11.6%
Contingency Project(s)	14,000	13,500	(500)	-3.6%
Total Other:	42,345,010	51,704,620	9,359,610	22.1%
TOTAL	44,464,857	53,392,557	8,927,699	20.1%
CAPITAL EXPENDITURES				
General Equipment	230,700	216,500	(14,200)	-6.2%
Vehicle Purchases	29,500	-	(29,500)	-100.0%
Software	109,500	10,000	(99,500)	-90.9%
Total Capital Expenditures:	369,700	226,500	(143,200)	-38.7%
PROJECTS	294,000	-	(294,000)	-100.0%

Central Florida Expressway Authority
Maintenance Activity - Summary

	2016 Budget	**2017 Annual Budget**	Difference	% Inc (Decr) over 2016 Budget
Maintenance Administration (810)	$ 2,116,764	**$ 2,027,449**	$ (89,315)	-4%
Expressway Operations (820)	4,383,219	**4,806,902**	423,683	10%
Routine Maintenance (408, 414, 417, 429, 451, 528)	9,936,100	**10,296,850**	360,750	4%
Total Maintenance Expenditures Before FDOT Participation	16,436,083	**17,131,201**	695,118	4%
FDOT Participation	(2,933,370)	**(2,607,228)**	326,142	-11%
Total Maintenance Costs	13,502,713	**14,523,973**	1,021,260	8%

Capital Expenditures

Capital Expenditures				
Maintenance Administration (810)	25,000	**65,000**	40,000	160%
Expressway Operations (820)	63,720	**56,460**	(7,260)	-11%
Total Capital Expenditures	88,720	**121,460**	32,740	37%

Central Florida Expressway Authority
Maintenance Activity - Total By Line Item

Description	2016 Annual Budget	2017 Annual Budget	Difference	% Inc (Decr) over 2016 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 892,307	$ 839,380	$ (52,927)	-5.9%
Social Security and Medicare	69,322	62,693	(6,629)	-9.6%
Retirement Contributions -FRS	87,524	59,596	(27,928)	-31.9%
Life and Health Insurance	209,042	189,714	(19,328)	-9.2%
State Assessment	2,216	2,013	(203)	-9.2%
Workers' Compensation	26,826	27,497	671	2.5%
Total Salaries & Benefits	1,287,237	1,180,893	(106,344)	-8.3%
OTHER				
Consultant Fees	75,000	100,000	25,000	33.3%
Maintenance Program Support	5,000	-	(5,000)	-100.0%
Maintenance Program Support - ITS	827,000	969,983	142,983	17.3%
Mitigation Maint. Support	2,000	500	(1,500)	-75.0%
FON Program Support	175,000	200,000	25,000	14.3%
Pavement Management System	26,000	26,000	-	0.0%
Florida Highway Patrol Services	811,964	977,945	165,981	20.4%
Motorist Service Patrol Agreement	1,077,650	1,077,650	-	0.0%
Travel	6,000	7,000	1,000	16.7%
Reimbursed Local Travel	1,700	1,700	-	0.0%
Gasoline	15,000	14,200	(800)	-5.3%
Telephone Service	6,500	7,500	1,000	15.4%
Postage and Delivery	1,000	1,000	-	0.0%
Printing	480	580	100	20.8%
Utilities	120,000	120,000	-	0.0%
Insurance	3,252	4,600	1,348	41.5%
Repairs & Maint. - Equipment	1,000	-	(1,000)	-100.0%
Maintenance FON Locates	16,500	10,900	(5,600)	-33.9%
Maintenance - ITS Infrastructure	1,674,000	1,721,800	47,800	2.9%
Repairs & Maint. - Fiber Optic Network	335,000	376,000	41,000	12.2%
Repairs & Maint. - Vehicles	7,500	7,500	-	0.0%
Roadway and Bridges Maintenance	5,494,000	5,633,000	139,000	2.5%
Landscape Maintenance Service	3,614,500	3,614,500	-	0.0%
Bridge Inspection	224,000	269,000	45,000	20.1%
Sign Maintenance/Inspection	255,750	339,200	83,450	32.6%
Temp. Barricades & Message Signs	10,000	-	(10,000)	-100.0%
Traffic Signals and Lights	78,000	181,200	103,200	132.3%
Aquatics	209,850	209,950	100	0.0%
Advertising and Legal Notices	1,000	1,000	-	0.0%
Office Supplies	3,700	4,100	400	10.8%
Office Expense - Other	4,500	5,500	1,000	22.2%
Dues and Subscriptions	2,000	2,500	500	25.0%
Seminars and Conferences	4,000	5,000	1,000	25.0%
Staff Training and Education	10,000	10,500	500	5.0%
Contingency Project(s)	50,000	50,000	-	0.0%
Total Other:	15,148,846	15,950,308	801,462	5.3%
TOTAL	16,436,083	17,131,201	695,118	4.2%
CAPITAL EXPENDITURES				
General Equipment	2,000	12,100	10,100	505.0%
Furniture	-	5,000	-	
Vehicle Purchases	25,000	55,000	30,000	120.0%
Software	61,720	49,360	(12,360)	-20.0%
Total Capital Expenditures:	88,720	121,460	32,740	36.9%

Central Florida Expressway Authority
Administration Activity - Summary

	2016 Budget	**2017 Annual Budget**	Difference	% Inc (Decr) over 2016 Budget
General (610)	$ 561,829	**$ 665,549**	$ 103,720	18%
525 Magnolia (615)	23,276	**25,356**	2,080	9%
Administrative Services (620)	1,824,348	**2,157,873**	333,525	18%
Plans Production (623)	38,341	**55,097**	16,756	44%
Legal (625)	612,722	**732,829**	120,107	20%
Accounting (630)	1,447,264	**1,477,186**	29,922	2%
Procurement (640)	461,603	**475,827**	14,224	3%
Records Management (655)	269,190	**364,751**	95,561	35%
Human Resources (660)	193,705	**194,887**	1,182	1%
Supplier Diversity (665)	353,927	**361,035**	7,108	2%
Communications (670)	428,043	**681,163**	253,120	59%
Construction Administration* (685)	37,873	**56,067**	18,194	48%
Internal Audit (690)	389,000	**389,000**	-	0%
Total Administration Costs	6,641,121	**7,636,620**	995,499	15%

Capital Expenditures and Projects

Capital Expenditures				
General (610)	15,000	**10,000**	(5,000)	-33%
HR (660)	-	**30,000**	30,000	
Communications (670)	73,000	-	(73,000)	-100%
Construction Administration* (685)	15,000	**37,500**	22,500	150%
Total Capital Expenditures	103,000	**77,500**	(25,500)	-25%
Projects				
General (610)	7,500	-	(7,500)	-100%

Central Florida Expressway Authority
Administration Activity - Total By Line Item

Description	2016 Annual Budget	2017 Annual Budget	Difference	% Inc (Decr) over 2016 Budget
SALARIES & BENEFITS				
Salaries & Wages	$ 2,767,144	$ 3,292,216	$ 525,072	19.0%
Social Security and Medicare	182,420	217,514	35,094	19.2%
Retirement Contributions -FRS	369,309	392,581	23,272	6.3%
Life and Health Insurance	597,367	721,973	124,607	20.9%
State Assessment	6,549	7,655	1,106	16.9%
Workers' Compensation	10,955	13,501	2,546	23.2%
Total Salaries & Benefits	3,933,743	4,645,440	711,697	18.1%
OTHER				
Professional Services	574,250	659,750	85,500	14.9%
Legal Fees	225,000	200,000	(25,000)	-11.1%
Consultant Fees	330,721	320,684	(10,037)	-3.0%
Auditing Fees	79,500	90,000	10,500	13.2%
Contract Personnel	390,000	399,000	9,000	2.3%
Travel	36,425	42,300	5,875	16.1%
Reimbursed Local Travel	5,220	6,600	1,380	26.4%
Gasoline	1,750	1,650	(100)	-5.7%
Telephone Service	5,975	7,275	1,300	21.8%
Postage and Delivery	5,000	5,000	-	0.0%
Printing	12,460	13,010	550	4.4%
CAFR	25,000	25,000	-	0.0%
Utilities	246,750	275,000	28,250	11.4%
Leases - Equipment	30,761	32,000	1,239	4.0%
Records Management	30,300	30,500	200	0.7%
Insurance	83,128	94,723	11,595	13.9%
Repairs & Maint. - Equipment	13,048	10,300	(2,748)	-21.1%
Support & Maint. - Software	89,717	94,200	4,483	5.0%
Repairs & Maint. - Software and Hardware	6,500	8,350	1,850	28.5%
Facilities Maintenance	122,000	165,111	43,111	35.3%
Repairs & Maint. - Vehicles	1,700	2,050	350	20.6%
System Modifications Maintenance - Website	-	12,500	12,500	
Landscape Maintenance Service	37,000	42,500	5,500	14.9%
Board Meeting Broadcasting	16,000	16,000	-	0.0%
Photography	2,200	2,000	(200)	-9.1%
Graphic Production Services	10,000	15,000	5,000	50.0%
Promotional Items	1,000	1,000	-	0.0%
Advertising and Legal Notices	7,500	6,500	(1,000)	-13.3%
Bank Fees	27,250	32,000	4,750	17.4%
Security	1,000	1,000	-	0.0%
Special Events	14,500	13,500	(1,000)	-6.9%
Employee Support Services	-	3,000	3,000	
Miscellaneous Expense	8,000	12,500	4,500	56.3%
Office Supplies	36,650	45,650	9,000	24.6%
Office Expense - Other	18,740	55,990	37,250	198.8%
Software Expense	7,000	6,000	(1,000)	-14.3%
Dues and Subscriptions	157,358	192,337	34,979	22.2%
Seminars and Conferences	17,975	21,100	3,125	17.4%
Staff Training and Education	30,000	30,100	100	0.3%
Total Other:	2,707,378	2,991,180	283,802	10.5%
TOTAL	6,641,121	7,636,620	995,499	15.0%
CAPITAL EXPENDITURES				
General Equipment	20,000	20,000	-	0.0%
Furniture	10,000	-	(10,000)	-100.0%
Vehicles	-	27,500	27,500	
Software	73,000	30,000	(43,000)	-58.9%
Total Capital Expenditures:	103,000	77,500	(25,500)	-24.8%
PROJECTS	7,500	-	(7,500)	-100.0%

Cental Florida Expressway Authority
Other Operating

	2016 Budget	**2017 Annual Budget**	Difference	% Inc (Decr) over 2016 Budget
Traffic & Engineering Consultant	$ 494,731	**$ 535,000**	$ 40,269	8%
General Engineering Consultant	2,181,000	**2,134,000**	(47,000)	-2%
Total Other Operating Expenses	2,675,731	**2,669,000**	(6,731)	0%

Cental Florida Expressway Authority
Goldenrod Road - Summary

	2016 Budget	**2017 Annual Budget**	Difference	% Inc (Decr) over 2016 Budget
Maintenance	$ 135,000	**$ 141,000**	$ 6,000	4%
Operations	218,633	**274,386**	55,753	26%
TOTAL OPERATIONS AND MAINTENANCE	353,633	**415,386**	61,753	17%
TOLL REVENUE	(1,430,000)	**(1,650,000)**	(220,000)	15%
NET RESULT OF ACTIVITY	1,076,367	**1,234,614**	158,247	15%

Cental Florida Expressway Authority
Goldenrod Road
Budget Worksheet

Account	Description	2016 Budget	**2017 Annual Budget**	Difference	% Inc (Decr) over 2016 Budget
MAINTENANCE					
80-120-000-54702	Roadway and Bridges Maintenance	$ 120,000	**$ 120,000**	$ -	0%
80-120-000-54749	Traffic Signals and Lights	15,000	**21,000**	6,000	40%
	Total Maintenance:	135,000	**141,000**	6,000	4%
OPERATIONS					
80-110-000-53430	Toll Collection Management Fees	125	**125**	-	0%
80-110-000-53432	Toll Collection Administrative Salaries	550	**550**	-	0%
80-110-000-53434	Toll Collection Office Expense	200	**200**	-	0%
80-110-000-53436	Toll Collection Insurance and Bonding	100	**100**	-	0%
80-110-000-53460	Janitorial	4,000	**4,000**	-	0%
80-110-000-54300	Utilities	45,000	**45,000**	-	0%
80-110-000-54500	Insurance	4,985	**5,134**	149	3%
80-110-000-54610	Repairs & Maint. - Equipment	500	**-**	(500)	-100%
80-110-000-54620	Repairs & Maint. - Software and Hardware	2,500	**4,000**	1,500	60%
80-110-000-54630	Facilities Maintenance	57,662	**97,628**	39,966	69%
80-110-000-54640	Repairs & Maint. - Toll Equipment	41,665	**42,908**	1,243	3%
80-110-000-54641	Repairs & Maint. - Toll Equipment Parts	25,000	**37,500**	12,500	50%
80-110-000-54642	Repairs & Maint. - VES Equipment	20,401	**20,741**	340	2%
80-110-000-54920	Bank Fees	14,445	**15,000**	555	4%
80-110-000-55210	Operating Supplies	500	**500**	-	0%
80-110-000-55700	Contingencies	1,000	**1,000**	-	0%
	Total Operations:	218,633	**274,386**	55,753	26%
	TOTAL OPERATIONS AND MAINTENANCE	353,633	**415,386**	61,753	17%
	TOLL REVENUE	(1,430,000)	**(1,650,000)**	(220,000)	15%
	NET RESULT OF ACTIVITY	(1,783,633)	**(2,065,386)**	(281,753)	16%

F. 7.

OSCEOLA COUNTY INTERLOCAL AGREEMENT

TERM SHEET FOR MEMORANDUM OF UNDERSTANDING/ INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY, FLORIDA AND CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Parties: Osceola County, Florida (the "County")
Central Florida Expressway Authority ("CFX")

- **Proposed Terms of Agreement between CFX and the County**

  - **CFX Master Plan Inclusion.** CFX will include the OCX Master Plan segments in its long term plan. During the term of the Interlocal Agreement, CFX will not materially alter or amend the OCX Master Plan without the prior written agreement or consent of the County.

    - The County and OCX will agree to transfer to CFX any studies, designs, engineering plans or other relevant materials regarding all of the OCX Master Plan projects (collectively, the "Plans") and CFX will reimburse the County and OCX for the costs of such Plans. The amount of such reimbursement shall be specified in the final form of Agreement between CFX and the County.

    - The County and OCX will cooperate with CFX in scheduling and attending meetings with CFX regarding the OCX Master Plan projects and will help to coordinate meetings with any cooperating agencies undertaking studies or work on behalf of OCX or the County.

  - **Poinciana Parkway**.
    - At the County's election, CFX will initially operate Poinciana Parkway (the "Parkway") as a Non-System Project;
      - Parkway Revenues will be applied in accordance with existing Bond Documents, including application of revenues for:
        - Bond debt service;
        - Operations and maintenance of the Parkway;
          - CFX will operate the toll facilities, as currently planned.

- CFX will determine whether it is more cost effective for CFX to undertake maintenance of the Parkway using an existing maintenance contract that CFX has with respect to its System in order to achieve cost savings.
- Excess Revenues of the non-system project will be applied in accordance with the Bond Resolution, with the intention being that such revenues shall be available to reimburse the County and OCX for project costs incurred on the Parkway during the period the Parkway is operated as a Non-System Project. After all reimbursements to the County and OCX are completed, excess revenues shall be reserved for OCX Master Plan projects as long as the Poinciana Parkway remains a non-system project.

- CFX shall have the right to acquire the Parkway as a System Project, subject to:
  - Compliance with the terms of its Master Bond Resolution and the County resolution authorizing the issuance of County Bonds for the Parkway;
  - CFX shall have refinanced or otherwise assumed the obligation of the County for the existing County Bonds for the Parkway, and shall have either refinanced or assumed the obligation of the County under the State Infrastructure Bank loan ("SIB Loan") for the Parkway;
  - In accordance with the statute (*see Background below*), CFX shall reimburse the County and OCX for any additional costs incurred by the County or OCX for the Parkway. Such reimbursement shall include the costs of the Parkway that were financed with the proceeds of County bonds and subordinate State Infrastructure Bank loans, as well as costs of the Parkway that were separately funded by the County (e.g., cost or consideration paid by the County for right of way, which amount will be set forth in the final agreement between CFX and the County; $6 million cash contribution to the Parkway project) and Polk County, Florida ($3 million cash contribution to the Parkway project). Such reimbursement by CFX shall not include:

- the cost of any Plans that CFX has already acquired from the County/OCX;
- costs and expenses for which the County and/or OCX have already reimbursed themselves from excess Parkway revenues during the period that the Parkway is operated as a Non-System Project; or
- any costs or obligations assumed by CFX as part of its acquisition of the Parkway as a System asset (e.g., the County shall not be reimbursed for any outstanding balance of the County Bonds or SIB Loan assumed by CFX).
- CFX shall have acquired from the County any additional right of way owned by the County that is needed for the future expansion of the Parkway (approximately up to 104 acres), at a price equal to the fair market value of such right of way as of the date the right of way is acquired. Such fair market value shall be determined by an appraiser that is mutually acceptable to the County and CFX.

- The County shall transfer title to the property upon which the Parkway is located and any associated right of way to CFX.

- **Other OCX Master Plan Segments.** Within twelve (12) months of the date that CFX procures and engages a professional to perform such services, CFX will, at its cost, promptly and diligently undertake and complete a comprehensive concept and feasibility study (the "Concept and Feasibility Study") of the OCX Master Plan segments (including the 2 mile extension referenced in the 2014 Amendment) other than the Parkway (collectively, the "OCX Segments," or individually, an "OCX Segment"), for the purpose of prioritizing and advancing OCX Segments that can be designed and built using a CFX pledge of System revenues. If CFX does not complete the Concept and Feasibility Study for the OCX Segments on or before the twelve month period described above, then the County shall have the right to rescind and terminate the Interlocal Agreement, as described below.

- CFX will include OCX Master Plan segments into its PD&E, design and construction processes as the projects are determined to be financially viable and fundable through CFX's annual 5-Year Work Plan development process.
    - Once an OCX Master Plan segment is determined to be financially viable and fundable, then CFX management will include the next phase of such segment in the next annual proposed 5-Year Work Plan. If CFX determines not to include the next phase of such segment in the next annual 5-Year Work Plan, then the County shall have the right to rescind CFX's right to such segment in accordance with the terms of the agreement between CFX and the County.
- CFX will include in the financing of any OCX Master Plan segment any amounts necessary to reimburse the County and OCX for costs and expenses incurred by the County or OCX for such segment for which they have not already been reimbursed from (a) excess Parkway revenues (while operated as a Non-System Project), or (b) CFX's initial payment to the County and/or OCX for the Plans, as referenced above.
- CFX and Osceola County agree that the projects will be funded as CFX System projects and as such, the revenues generated by these projects will be included as CFX system revenues to support the four county regional transportation needs and shall be subject to the CFX Master Resolution flow of funds.
- The County and/or OCX shall agree to transfer to CFX the right to utilize, or (to the extent the availability is dependent upon the County or OCX receiving such funds) coordinate with CFX on the application of any third party funds ("Third Party Funds") that are available to the County and/or OCX for the study, design, acquisition, financing or construction of any Master Plan segment (e.g., Osceola Parkway extension funds).

- **County Right of Rescission and Termination**. The County reserves the right to rescind or take back any of the OCX Master Plan segments at the completion of each of the following stages of development upon the reimbursement of CFX costs incurred for the associated segment:

    1) Failure to complete the Concept and Feasibility Study within 12 months after award

2) Failure to Include in 5-Year Work Plan (once viable and fundable)
3) Failure to begin the PD&E phase
4) Failure to begin the Design phase
5) Failure to begin the Construction Phase

- Conditions to County's exercise of right to rescind:
  - In connection with exercising such right, the County shall be obligated to reimburse CFX for any costs and expenses incurred by or on behalf of CFX through the date that the County exercises its right of rescission (including costs and expenses paid by CFX after the rescission date that are applicable to services or activities that occurred on or prior to the rescission date). Such reimbursement amount shall not include any Third Party Funds.
  - Once CFX has undertaken any financing to design, acquire, construct and equip all or a portion of an OCX Master Plan segment, the County's right of rescission with respect to such OCX Master Plan segment shall terminate with respect to such segment.

- **Continuing Role of OCX and the County**
  - CFX is willing to agree that OCX and the County can continue in an advisory role with respect to the OCX Segments. In such capacity, CFX will provide periodic reports and updates (at least semiannually) to OCX and the County on the status of any analysis and development of any OCX Segment.

Background:

- **CFX Enabling Act**
  - CFX's enabling act (Florida Statutes, Chapter 348, Part III)
    - Amended in 2014 to expand its operational jurisdiction to include the County, as well as Lake and Seminole Counties.
    - A member of the County Board of County Commissioners (currently, Commissioner Hawkins) serves as a fully participating, voting member of the CFX governing board.
    - County staff members also serve on various CFX committees (Finance; Operations; Right of Way and Audit).

- **2014 Amendment to CFX Enabling Act**
  - Amended in 2014 (the "2014 Amendment")[1] to:
    - provide for the transfer from the Osceola County Expressway Authority ("OCX") to CFX of:
      - "all powers, governance and control of the 'OCX System.' " *(§ 20(1))*
      - "all assets, liabilities, facilities, tangible and intangible property and any rights in the property, and any other legal rights of OCX." *(§ 20(1))*
      - timing of transfer *(§ 20(1))*:
        - December 31, 2018; or
        - If later, the date on which the current and forecasted total debt service coverage ration with respect to all bonds, note and other debt obligations issued to finance such projects to be transferred can be and is calculated and certified by the financial advisor for CFX to be equal to or greater than 1.5 for each and every year during which such obligations are scheduled to be outstanding, including scheduled reimbursement obligations to other governmental entities."

    - The 2014 Amendment further provides that:
      - CFX shall:

[1] Laws of Florida, Chapter 2014-171 (2014) (parenthetical references are to specific sections of Chapter 2014-171).

- following the transfer referenced above, include the uncompleted elements of the OCX Master Plan (plus a two mile extension to the Osceola Parkway Extension described in the 2014 Amendment) in its master plan or long range plan as non-system projects. *(§ 20(3)(a))*
- "comply with all obligations of OCX to reimburse other government entities for costs incurred on behalf of the OCX System from revenues of the OCX System available after payment of all amounts due under any resolution[2] authorizing the issuance of bonds to finance any portion of the OCX System." *(§ 20(4))*
  - this obligation includes the obligation of OCX to reimburse the County or Polk County for costs incurred or debt issued to fund the acquisition development, construction, operation and maintenance of the OCX System. *(§ 20(4))*

- CFX may (but is not required to):
  - Use other funds of CFX to pay a reimbursement obligation to the extent that OCX System revenues are insufficient for such purpose. *(§ 20(4))*
  - In its sole discretion, financially support any elements of the OCX Master Plan (and the referenced 2 mile extension). *(§ 20(6))*
- Excess[3] OCX System Revenues shall be used*(§ 20(5))*:
  - On a pro-rata basis, to reimburse in full the County or other local government agencies for amounts loaned to OCX to complete a OCX facility;
  - Thereafter, to advance uncompleted elements of the OCX Master Plan (as well as a 2 mile extension to the Osceola Parkway Extension referenced in the 2014 Amendment).

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[2] The County, by resolution, adopted a Trust Indenture to issue and secure bonds issued by the County to finance the Poinciana Parkway project.

[3] Excess Revenues means revenues after the payment of operation, maintenance and administrative expenses of OCX facilities as well as debt service on any financings related to such OCX facilities

F. 8.

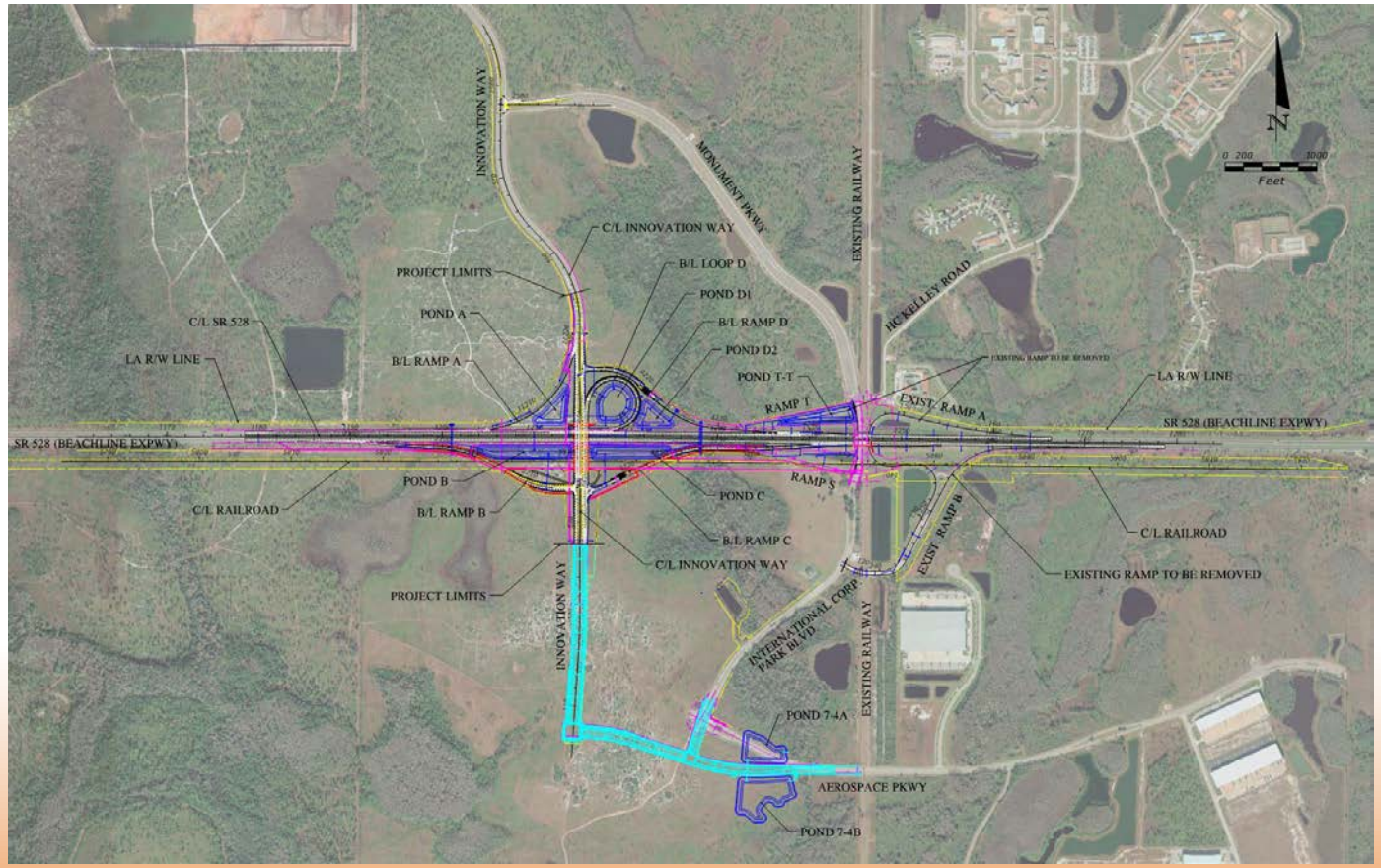
AWARD OF
PROJECT NO. 528-313


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
SR 528/INNOVATION WAY INTERCHANGE

PROJECT 528-313

SR 528 / INNOVATION WAY INTERCHANGE

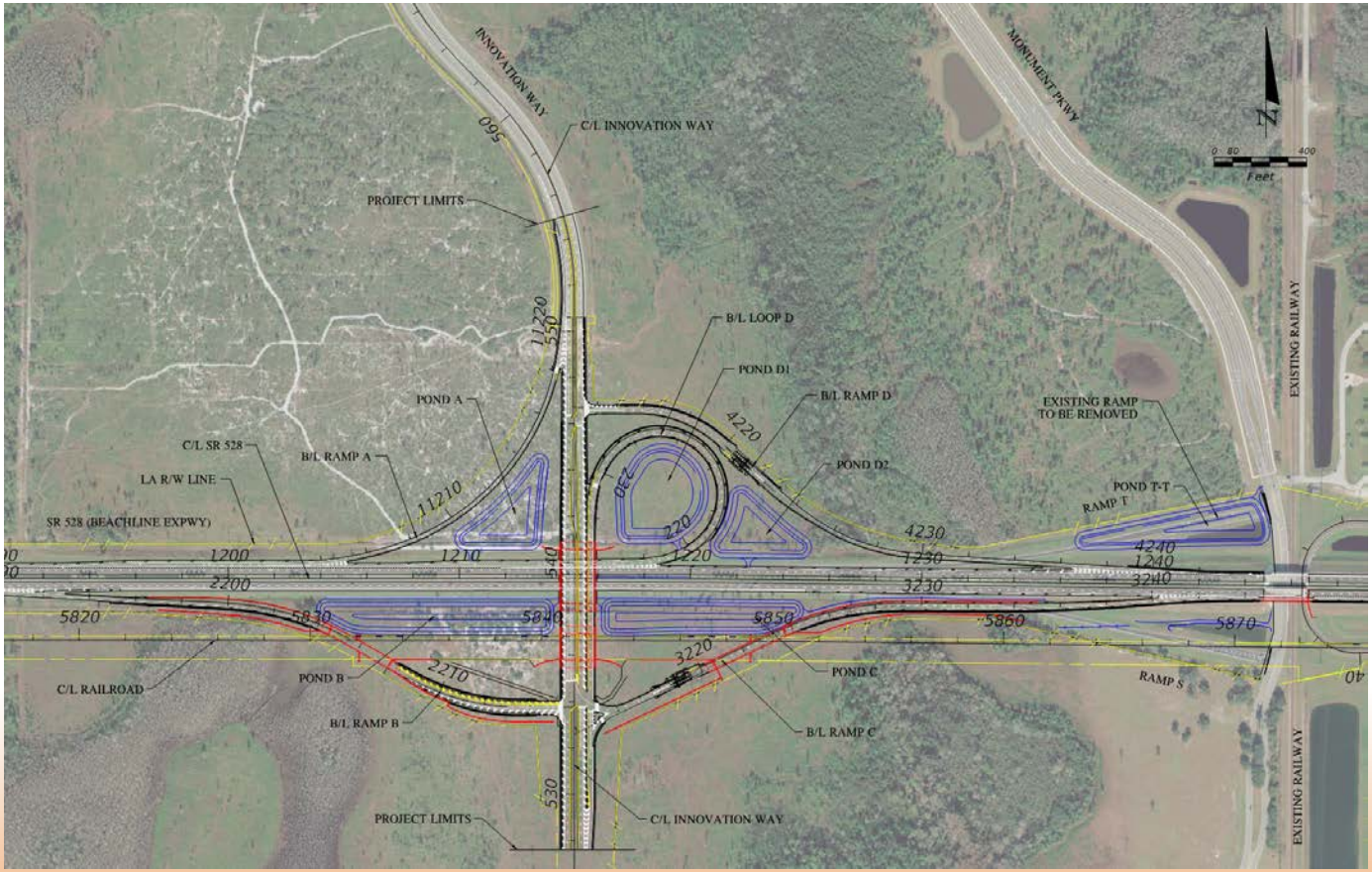
SR 528 / Innovation Way Interchange is a partnership between Orange County, Suburban Land Reserve, and CFX. The project accommodates All Aboard Florida



PROJECT 528-313

SR 528/INNOVATION WAY INTERCHANGE

This project contains design build elements that include 4 new bridges, 1 bridge widening, 2 Ramp Toll Plazas and the Maintenance of Traffic



PROJECT 528-313

SR 528 / INNOVATION WAY INTERCHANGE

Bid Information:

- 5 Firms/Teams were shortlisted
- Bids received March 29, 2016
- 5 bids received
- Engineers' Estimate: $63,605,739.25
- Low Bid: $62,452,032.01 (The Lane Construction Corp)
- Anticipated NTP date: June 2016
- Construction duration: 630 calendar days
- Completion: April 2018

Contract Approval

Recommended Motion:

Approval for award of contract to
The Lane Construction Corporation for
The SR 528/Innovation Way Interchange in
the amount of $62,452,032.01.