


MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Joseph L. Passiatore, General Counsel

DATE: January 25, 2016

SUBJECT: Winderweedle Haines Ward & Woodman, P.A. Contract Renewal
(Contract No. 000427), and Shutts & Bowen Contract Renewal (Contract
No. 000930)

Both the Winderweedle Haines Ward & Woodman, P.A. ("WHWW") and Shutts & Bowen ("Shutts") right of way legal counsel contracts are expiring on March 31, 2016.

At this time our office is recommending a one year extension to each contract with additional funding of one million dollars (\$1,000,000) to the WHWW contract and four million dollars (\$4,000,000) to the Shutts contract. The latter amount is based upon the August 28, 2015 estimate (copy attached) which was later funded in the reduced amount of two million dollars (\$2,000,000).

This will carry each contract forward until February 27, 2017 by which time we would expect that significant progress will have been achieved in closing out the assigned parcels for the Wekiva Parkway project.

The CFX Right of Way Committee has approved both the one year extension and funding amounts.

JLP/ml
Attachments

cc: Robert Johnson, Procurement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Right of Way Counsel Services

Contract No: 000427

This Supplemental Agreement No. 2 entered into this ____ day of ____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A., (the "Legal Consultant"), the same being supplementary to the Agreement between the aforesaid, dated August 8, 2007, for right of way counsel services, (the Contract").

1. CFX wishes to extend the term of the Contract to February 27, 2017, to complete the required services and increase in the Contract amount by \$1,000,000.00. Rates currently being paid to Legal Consultant shall remain unchanged.
2. Legal Counsel hereby agrees to the extension of the Contract term and the increase in the Contract amount.
3. CFX and Legal Counsel agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies Legal Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 2 is necessary to extend the term of the Contract to completion of the required services and to provide additional compensation.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Right of Way Counsel Services

Contract No.: 000427

Amount of Changes to this document: \$1,000,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

Approved as to Form and Execution:

General Counsel for CFX

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.

Signature

Print Name: _____

Title: _____