

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REVISED AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 13, 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 SEPTEMBER 8, 2016 BOARD MEETING MINUTES (action Item)

D. APPROVAL OF CONSENT AGENDA (action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **S.R. 408 EASTERN EXTENSION** – *Mayor Teresa Jacobs and Commissioner Scott Boyd* (discussion item)
2. **IBTTA TOLL EXCELLENCE AWARD FOR WRONG-WAY DRIVING PILOT PROGRAM** – *Laura Kelley, Executive Director* (info. item)
3. **APPROVAL OF RESOLUTION IN SUPPORT OF HONORARY DESIGNATION OF WEST S.R. 408** – *Jay Madara, Board Member* (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.2

9/8/16 Board Meeting Minutes

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
September 8, 2016

Location: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Board Room

Board Members Present:

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

Board Member Not Present:

Mayor Buddy Dyer, City of Orlando

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, Executive Assistant/Recording Secretary

A. CALL TO ORDER

The meeting was called to order at 9:07 a.m. by Chairman Welton Cadwell.

B. PUBLIC COMMENT

There was no public comment.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the August 11, 2016 Board Meeting Minutes as presented. The motion carried with seven (7) members present and voting AYE by voice vote. Mr. Scheeringa and Mayor Dyer were not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Construction Contract Modifications on the following contracts:

a) Contract No. 429-204	Southland Construction, Inc.	\$1,059,386.88
b) Contract No. 599-738	Air Mechanical & Service Corp.	(\$17,655.36)
c) Contract No. 253F	Lane Construction Corp.	\$48,839.47
d) Contract No. 599-729	United Signs & Signals, Inc.	(\$2,932.62)
2. Authorization to award contract to Traffic Control Devices, Inc. for Systemwide E-PASS Signage Improvements – Contract No. 001203/Project No. 599-624 (Agreement Value: \$351,900)
3. Authorization to advertise for construction bids for Systemwide Logo Panel Replacement & Service Signage – Project No. 599-626/Contract No. 001238

ENGINEERING

4. Approval of Supplemental Agreement No. 7 with URS Corporation Southern for S.R. 408/S.R. 417 Ultimate Interchange Improvements – Project No. 253F/Contract No. 000818 (Agreement Value: \$79,270.88)
5. Approval of Supplemental Agreement No. 1 with Metric Engineering, Inc. for S.R. 408 Eastern Extension PD&E Study – Project No. 408-254/Contract No. 001064 (Agreement Value: Not-to-Exceed \$1,000,000)

INFORMATION TECHNOLOGY (IT)

6. Approval of contract renewal with 4 Corner Resources LLC for Information Technology Services – Contract No. 000895 (Agreement Value: \$450,000)
7. Approval of Purchase Order to Oracle for Software Update Licenses and Support (Purchase Order amount: \$61,103.08)

LEGAL

8. Acceptance of Special Warranty Deed from Emerson Point Phase II and grant of Quitclaim Deed from CFX to City of Apopka as part of Marden Road/SR 414 Interchange Project
9. Approval of Joint Motion for Stipulated Final Judgement for the taking of Parcels 827 and 727 (Joint Motion in the amount of \$29,480, resolving all claims for compensation)

MAINTENANCE

10. Approval of contract renewal with Groundtek of Central Florida, LLC for Landscape Maintenance Services – Contract No. 000965 (Agreement Value: \$1,928,234.82)

OPERATIONS

11. Approval of Maintenance Agreement with Avaya for CFX Voice Messaging and Call Center Telephone Maintenance and Support Service – Contract No. 001226 (Agreement Value: \$94,215.60)
12. Approval of Resolution Adopting and Approving a Fiber Optic Network Connection Policy

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

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Cadwell mentioned that the performance evaluations of the Executive Director and General Counsel are on the dais for the Board members' perusal.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for July, the first month of the new fiscal year, were \$32,585,096 which is 7% above projections and 9% above prior year. CFX's total revenues were \$34.9 million for the month.

Total OM&A expenses were \$2.1 million for the month, which is 6% under budget.

After debt service the total net revenue available for projects was \$18.5 million for July. (Mr. Scheeringa arrived during the Treasurer's Report.)

3. EXECUTIVE DIRECTOR'S REPORT

Executive Director Laura Kelley provided the Executive Director's Report in written form. She elaborated briefly on some of the items in the report.

F. REGULAR AGENDA ITEMS

1. APPROVAL OF THE TWENTY-FIRST SUPPLEMENTAL BOND RESOLUTION AND SUPPORTING DOCUMENTS FOR THE ISSUANCE OF THE 2016B AND 2016C REFUNDING REVENUE BONDS

CFO Lisa Lumbarde gave an overview of the Twenty-First Supplemental Bond Resolution:

- Authorizes issuance of Senior Lien Refunding Revenue Bonds, Series 2016B and 2016C
- Authorizes sale of the bonds by negotiated sale and direct placement
- Approves the forms of the primary bond documents
- Refunds portions of CFX Series 2007A, 2010A, 2010B, 2010C and 2013C Series Bonds
- Authorization contingent upon achieving minimum net present value savings to CFX of 6% for the advanced refundings and 3% for the current refundings

Ms. Lumbarde presented the financing schedule, which anticipates closing of the 2016B and 2016C Bonds at the end of October/beginning of November 2016.

Ms. Lumbarde requested adoption of the Twenty-First Supplemental Bond Resolution authorizing the issuance of the Series 2016B and 2016C Bonds, together with the forms of the Bond Purchase Agreement, Preliminary Official Statement, Continuing Disclosure Agreement, Trustee, Paying Agent and Registrar Agreement and Escrow Deposit Agreement and authorization of the sale of bonds by negotiated sale or direct placement.

A motion was made by Mayor Jacobs and seconded by Commissioner Carey to adopt the Twenty-First Supplemental Bond Resolution as presented by staff. The motion carried with eight (8) members present and voting AYE by voice vote. Mayor Dyer was not present.

2. SATISFACTION OF OUTSTANDING LEASE-PURCHASE AGREEMENT BALANCE

CFO Lisa Lumbarde reported that the agency entered into a Lease-Purchase Agreement (LPA) with the Florida Department of Transportation in December 1985. The LPA obligated FDOT to operate and maintain the original plazas and portions of CFX's system, which includes the Conway, Airport Main and Beachline Plazas. The cost incurred by FDOT was treated as long-term debt due to FDOT from CFX after all our bonds were paid off (approximately year 2042). In May 2012 CFX

and FDOT entered into a Wekiva Memorandum of Understanding. In exchange for FDOT building a portion of the Wekiva Parkway, CFX agreed to pay \$20 million annually towards the long term debt, with the last payment being in year 2024. The Wekiva agreement also gave CFX the right to prepay the debt and would no longer be obligated to obtain the consent of FDOT to issue additional funding.

Ms. Lumbard requested authorization to pay off the outstanding balance of CFX's Lease-Purchase Agreement with the Florida Department of Transportation (approximately \$151 million) and to issue the Junior Lien Series 2012A Bonds in compliance with CFX's Master Junior Lien Resolution.

Commissioner Carey and Mr. Madara asked questions, which were answered by Ms. Lumbard and Mr. Joe Stanton of Broad and Cassel.

A motion was made by Commissioner Carey and seconded by Mayor Jacobs for authorization to pay off the outstanding balance of CFX's Lease-Purchase Agreement with the Florida Department of Transportation in the amount of approximately \$151 million and to issue the Junior Lien Series 2012A Bonds in compliance with CFX's Master Junior Lien Resolution. The motion carried with eight (8) members present and voting AYE by voice vote. Mayor Dyer was not present.

3. APPROVAL OF INTERLOCAL AGREEMENT WITH OSCEOLA COUNTY, OSCEOLA COUNTY EXPRESSWAY AUTHORITY AND CFX

Executive Director Laura Kelley requested Board approval of the Interlocal Agreement between CFX, Osceola County and Osceola County Expressway Authority to transfer the lead for the Osceola County Expressway Authority Master Plan development activities to CFX. If approved, CFX will conduct concept and feasibility studies over the next 18 months on the unbuilt Osceola County Expressway Authority Master Plan projects to determine if any are viable and fundable in accordance with CFX policies and procedures.

Commissioner Hawkins commented that approval of this agreement would be a proactive move for future regional transportation.

A motion was made by Mayor Jacobs and seconded by Commissioner Hawkins for approval of the Interlocal Agreement between CFX, Osceola County and Osceola County Expressway Authority. The motion carried with eight (8) members present and voting AYE by voice vote. Mayor Dyer was not present.

4. RECOMMENDATION FOR GENERAL COUNSEL QUARTERLY REPORTS TO BOARD

Board Member Jay Madara stated that the General Counsel annual report received last month is very helpful, but not frequent enough. He proposed that General Counsel provide quarterly reports to the Board members in the future.

A motion was made by Mr. Madara and seconded by Commissioner Carey to direct General Counsel to provide quarterly reports to the Board members. The motion carried with eight (8) members present and voting AYE by voice vote. Mayor Dyer was not present.

5. CFX MULTIMODAL INVESTMENT ASSESSMENT PRESENTATION

Mr. Stephen Reich, with the Center for Urban Transportation Research (CUTR), University of South Florida, gave a status report on the Multimodal Investment Assessment they are conducting for CFX.

Observations, Early Findings:

- Revenue authority model is regionally tailored
- Organizational structure can/should evolve as region's needs evolve
- Recent trend seems to show spinning off economic development roles
- Total multi-modal integration models reserved for densely developed areas with no ability or appetite for additional highway capacity – mature urbanized areas
- Transit demand is high in areas with heavy multi-modal involvement
- Current CFX Work Plan uses much of the financial capacity indicating an on-going need for expressways
- Strong regional sense for CFX to be more engaged in multimodal – wide spectrum of opinion on how best
- Several examples of trading revenue authority sustainability for short-term expediency
 - Sale of asset
 - Mandatory diversion
 - Direct subsidy

The schedule calls for a final report and presentation to the Board in November.

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

6. MAINTENANCE DEPARTMENT PRESENTATION

Director of Maintenance Claude Miller gave an overview of the CFX Maintenance Department.

Mr. Miller's presentation included a listing of the maintenance contracts, introduction of the department team, transportation network, and activities and achievements over the past fiscal year.

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

G. BOARD MEMBER COMMENT

Discussion took place regarding the SR 408 Extension Project.

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 9:51 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

D.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA

October 13, 2016

ACCOUNTING/FINANCE

1. Authorization to advertise for Request for Proposals for Investment Advisor Services – Contract No. 001244
2. Authorization to advertise for Request for Proposals for External Auditing Services – Contract No. 001241
3. Approval of contract award to Broad and Cassel for Bond Counsel Services – Contract No. 001195 (Agreement value: Not-to-exceed \$375,000)

CONSTRUCTION

4. Approval of Construction Contract Modifications on the following contracts:

a. Contract No. 599-736	Traffic Solutions	(\$2,563.70)
b. Contract No. 528-313	Lane Construction Corp.	(\$1,140,672.91)
c. Contract No. 599-913	S.A. Casey Construction Co.	\$69,683.37
d. Contract No. 429-206	GLF Construction Corp.	(\$251,575.38)
e. Contract No. 599-525	Traffic Control Devices, Inc.	\$43,363.95
f. Contract No. 417-733	Ranger Construction Ind.	\$403,925.65
5. Approval of contract award to The Lane Construction for S.R. 429 Milling and Resurfacing from Seidel Road to CR 535 – Contract No. 001188/Project No. 429-739 (Agreement value: \$9,775,561.91)
6. Approval of contract award to Gregori Construction, Inc. for S.R. 417/Curry Ford Southbound On-Ramp Improvements – Contract No. 001187/Project No. 417-133 (Agreement value: \$1,923,666.93)
7. Authorization to advertise for construction bids for S.R. 408 Toll Plaza Air Conditioner Replacements – Contract No. 001247/Project No. 599-732A
8. Authorization to advertise for construction bids for S.R. 408 Widening from S.R. 417 to Alafaya Trail – Contract No. 001246/Project No. 408-128
9. Approval of renewal of Lease Agreement with Stantec Consulting Services, Inc. for Construction Management Consultant Services – Contract No. 001067 (Agreement value: \$0)
10. Approval of contract award to Generex Generators, Inc. for Toll Plaza Generator Replacement – Contract No. 001202/Project No. 599-735 (Agreement value: \$1,226,452.53)

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11. Authorization to advertise for Request for Proposals for Painting and Coatings Consultant for CFX's Design, Construction, Renewal & Replacement and Maintenance Projects – Contract No. 001254

ENGINEERING

12. Approval of KNK Engineering Consulting Corp. as Subconsultant for the Miscellaneous Design Services Contract with Pegasus Engineering, LLC – Contract No. 001161
13. Approval of final ranking and authorization for contract award to Protean Design Group and WBQ Design & Engineering, Inc. for Miscellaneous Design Services (SSBE) – Contract No. 001207 (Agreement Value: \$2.5 million each for a total of \$5 million)
14. Authorization to advertise for Letters of Interest for Concept, Feasibility & Mobility Studies of the Osceola County Expressway Authority (OCX) Master Plan Projects – Contract No. 001248

EXECUTIVE

15. Approval of contract renewal with Southern Strategy Group, Inc. for Legislative Advocacy and Consultant Services – Contract No. 000894 (Agreement value: \$125,000)

INFORMATION TECHNOLOGY (IT)

16. Approval of Purchase Order for Computer Systems Support, Inc. for replacement of computer systems (Purchase Order amount: \$178,800)
17. Approval of Maintenance Agreement with AT&T for Voice and Data Ethernet Service - Contract No. 001253 (Agreement Value: \$109,232)

LEGAL

18. Approval of Special Warranty Deed for CFX Parcel 330/FDOT Parcel 110 – Wekiva Parkway
19. Acceptance of County Deed from Orange County conveying title over or under County roads for CFX's SR 429 bridges and crossings from the Turnpike to Seidel Road, with the exception of the crossings of SR 429 at the Malcom Road Bridge and Schofield Road
20. Approval to accept Mediated Settlement Agreement for Parcel 173 in the amount of \$429,400, resolving all claims for compensation
21. Approval to accept Joint Motion for Stipulated Final Judgment for Parcels 331/332 in the amount of \$64,000, resolving all claims for compensation

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22. Approval to accept Settlement Agreement for Parcels 322/822 in the amount of \$279,000, resolving all claims for compensation
23. Approval to accept Settlement Agreement for Parcels 320/820 in the amount of \$478,000, resolving all claims for compensation
24. Approval to serve an Offer of Judgment for Parcel 301 in the amount of \$1,200,000, resolving all claims for compensation
25. Approval to serve an Offer of Judgment for Parcel 168, Project 429-203 in the amount of \$330,000 plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
26. Approval to serve an Offer of Judgment for Parcel 179, Project 429-203 in the amount of \$302,400 plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
27. Approval to serve an Offer of Judgment for Parcel 242, Project 429-204 in the amount of \$597,840, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
28. Approval to serve an Offer of Judgment for Parcel 251, Project 429-204 in the amount of \$205,200, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
29. Approval to serve an Offer of Judgment for Parcel 258, Project 429-204 in the amount of \$386,400, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
30. Approval to serve an Offer of Judgment for Parcel 318, Project 429-206 in the amount of \$148,800, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
31. Approval to serve an Offer of Judgment for Parcel 319, Project 429-206 in the amount of \$207,600, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation
32. Approval for assignment of Parcels 197/897, 230, 257 and 267 to Mateer Harbert, P.A. and issuance of a task authorization for \$325,000 with a not-to-exceed cap of \$500,000 and approval of Supplemental Agreement to Contract No. 000929 in the amount of \$50,000 for Lowndes, Drosdick, Doster, Kantor & Reed, P.A. to provide transition legal services through the end of the 2016 calendar year
33. Approval of Construction Agreement between State of Florida Department of Transportation (FDOT) and CFX for the CFX S.R. 417 Interchange with Florida's Turnpike, Phase III

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MAINTENANCE

34. Approval of contract award to Atlantic Civil Constructors Corp. for CFX Headquarters Parking Lot Lighting and Resurfacing – Contract No. 001197/Project No. 599-411 (Agreement value: \$412,105.68)

PUBLIC AFFAIRS

35. Approval of contract renewal to Quest Corporation of America, Inc. for Public Information Services – Contract No. 000875 (Agreement value: \$0)
36. Approval of contract renewal with Day Communications, Inc. for Communications and Marketing Consultant Services and approval of Day Communications to use Doverwood Communications, Inc. as Subconsultant – Contract No. 001002 (Agreement value: \$0)

TRAFFIC OPERATIONS

37. Approval of Assignment and Assumption of Contractual Obligations between Schneider Electric Mobility N.A. and Kapsch TrafficCom Transportation NA, Inc. and CFX


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 26, 2016

RE: Request for Authorization to Advertise
Request for Proposals for Investment Advisor Services
Contract No. 001244

Board authorization is requested to advertise for Request for Proposals from qualified firms to serve as CFX's Investment Advisor. Services to be provided may include, but are not limited to: providing advice regarding the management of CFX's investment portfolios pursuant to investment objectives; working with CFX's staff to develop cash flow projections to ensure that the investment strategy is consistent with CFX's cash requirements; providing information on a daily basis regarding investment activity and the value of portfolios; providing monthly statements on investment activity, earnings and valuation of the investment portfolio; providing quarterly and annual investment reports including a description of market conditions, investment strategies employed, performance benchmark data and suggested changes to investment strategy; performing services related to investment agreements or structured products.

Our current Agreement for Investment Advisor Services with PFM Asset Management, LLC expires on March 31, 2017.

Reviewed by: 

Lisa Lumbard
Chief Financial Officer


CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: September 20, 2016

RE: Request for Authorization to Advertise
Request for Proposals for External Auditing Services
Contract No. 001241

Board authorization is requested to advertise for Request for Proposals from independent Certified Public Accountant firms to perform annual audit examinations of CFX's financial statements. The original contract with Moore Stephens Lovelace, CPAs & Advisors is for an initial term of three (3) years with two (2) one-year options to renew.

Our current Agreement with Moore Stephens Lovelace expires on February 28, 2017.

This contract is budgeted for in the OM&A Budget.

Reviewed by: 
Michael Carlisle
Director of Accounting and Finance




CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 23, 2016

RE: Approval of Contract Award for Bond Counsel to
Broad and Cassel
Contract No. 001195

Request for Proposals (RFP) from qualified law firms to serve as CFX's Bond Counsel was advertised on July 25, 2016. Responses were received from three (3) firms by the August 24, 2016, deadline for submittal of Technical Proposals. Those firms were Broad and Cassel Attorneys at Law; Bryant Miller Olive, and Foley & Lardner LLP/D. Seaton and Associates.

The Evaluation Committee met on August 31, 2016, and after reviewing the Technical Proposals decided to shortlist all three firms and schedule interviews.


Interviews with the firms were held on September 15, 2016. At the conclusion of the interviews the Fee Proposals were opened and scored. The combined scores for the Technical Proposals and Fee Proposals as submitted by each firm were calculated and resulted in a tie for the first rank firm as shown below:

<u>Firm</u>	<u>Ranking</u>
Broad and Cassel	1
Bryant Miller Olive	1
Foley & Lardner LLP/ D. Seaton and Associates, P.A.	3

The Finance Committee at its September 19, 2016 meeting recommended Broad and Cassel based on the statement in their price proposal that they would match the lowest reasonable rates and fees proposed by a competing law firm with similar experience. The CFX Procurement Department reached out to Broad and Cassel who agreed to accept the fee proposal provided by Bryant Miller Olive.

Board award of the contract to Broad and Cassel with a not to exceed amount of \$375,000.00 is requested.

Reviewed by:


Lisa Lumbard
Chief Financial Officer

RFP-001195 Committee Meeting September 15, 2016 Minutes

The Evaluation Committee for **Bond Counsel, RFP-001195**, held a duly noticed meeting on Thursday, September 15, 2016, commencing at 9:03 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Joe Passiatore, General Counsel, CFX
Lisa Lumbar, Chief Financial Officer, CFX
Michael Carlisle, Director of Finance and Accounting, CFX
Michael Kurek, Chairman of CFX Finance Committee

Other Attendees:

Aneth Williams, Director of Procurement, CFX
Robert Johnson, Manager of Procurement, CFX

Discussion and Motions:

Robert stated the purpose of this meeting was to interview the shortlisted firms and then finish the evaluation process so that the Evaluation Committee could make a recommendation for award.

Robert commenced each interview by explaining that the interview portion of the meeting was closed to the public and that it was being recorded in accordance with statutory requirements. Robert explained that the interview was for a thirty minute period that would commence upon the completion of the Committee member introductions and the Proposer introductions. Robert stated that he would raise his arm at the twenty five minute mark to signal that the interview had five minutes remaining.

<u>Interviewees</u>	<u>Time</u>
Broad and Cassel, P.A.	09:05 – 09:28 a.m.
Bryant Miller Olive P.A.	09:38 – 10:15 a.m.
Foley & Lardner LLP/ D. Seaton and Associates, P.A.	10:30 – 10:53 a.m.

During breaks between interviews the recorder was paused.

Upon completion of the final interview the recorder was shut off.

The evaluation portion of the meeting commenced after the final interview whereby general discussion ensued and each Committee member completed their evaluation packages and submitted them to Robert for tallying. A summary score sheet of the technical proposal and interview scores was created and provided to the committee members for review and signature. The technical proposal and individual interview scoring summary is attached.

Upon completion of the evaluation package scoring and the determination on how the price proposals would be scored, the Committee members agreed that the highest ranked firm would be recommended to the Board for award contingent upon concurrence of the Finance Committee.

To insure points were given objectively to each Proposer for their fee schedule it was decided that the fee for (one) \$250 million dollar transaction in year one, (one) \$100 million dollar transaction in year two (2), (one) \$100 million dollar transaction in year three (3), and the cost at the hourly rate of the partner only for 200 hours per year for three (3) year period combined would determine the total amount of the price proposal to be evaluated. Price Proposal Calculation Sheet attached.

The price proposal points were determined by dividing the lowest derived price proposal amount (\$352,500) by each of the other Proposer's derived price proposal amount multiplied by the number of points available (20) to determine the points for each price proposal. Technical / Price Proposal Scoring Summary attached

Committee members adjourned for lunch at 12:15p.m. and reconvened at 2:00p.m. to complete the evaluation process.

The individual committee member rankings of each proposer were put on a summary scoring sheet then tallied. Below are the results:


<u>Proposer</u>	<u>Points</u>	<u>Ranking</u>
Broad & Cassel	06	1
Bryant Miller Olive	06	1
Foley & Lardner LLP/ D. Seaton and Associates, P.A.	12	3

Due to the first rank position tie, the Evaluation Committee agreed to present the rankings to the Finance Committee and request the Finance Committee to determine the award recommendation.

The Evaluation Committee recommends Lisa Lumbard, Chief Financial Officer, or her designee; present the ranking of Proposers to the Finance Committee for review and determination of the recommendation for award to the CFX Board; for approval of the ranking and authorization of award based on the Finance Committee recommendation and successful negotiations.

There being no other business to come before the Committee; the meeting was adjourned at 2:15 p.m.

Submitted by: 
Robert Johnson, Manager of Procurement, CFX

Approved by: 
Lisa Lumbard, Chief Financial Officer, CFX

RFP-001195 Bond Counsel Services
Price Proposal Calculation Sheet

TRANSACTION FEES

Proposer	Bond Amount	Fee per \$1K Bond issued	Total (1) \$250M YR 1 Transaction Fee	Bond Amount	Fee per \$1K Bond issued	Total \$100M YR 2 Transaction Fee	Bond Amount	Fee per \$1K Bond issued	Total \$100M YR 3 Transaction Fee	Grand Total Transaction Fee
Broad & Cassel	\$250,000,000.00		\$211,500.00	\$100,000,000.00		\$100,000.00	\$100,000,000.00		\$100,000.00	\$411,500.00
Bryant Miller Olive	\$250,000,000.00		\$92,500.00	\$100,000,000.00		\$70,000.00	\$100,000,000.00		\$70,000.00	\$232,500.00
Foley & Lardner LLP/ D. Seaton and Associates, P.A.	\$250,000,000.00		\$193,750.00	\$100,000,000.00		\$137,500.00	\$100,000,000.00		\$137,500.00	\$468,750.00

Proposer	Partner Rate	200 hrs * 3 yr Hours	Total Partner Rate	Grand Total Transaction Fee	Combined Grand Total
Broad & Cassel	\$235.00	600	\$141,000.00	411,500.00	552,500.00
Bryant Miller Olive	\$200.00	600	\$120,000.00	232,500.00	352,500.00
Foley & Lardner LLP/ D. Seaton and Associates, P.A.	\$314.75	600	\$311,250.00	468,750.00	780,000.00

Foley & Lardner LLP/ D. Seaton and Associates, P.A. Blend Rate utilized for hourly rate

Broad & Cassel Blend Rate utilized for hourly rate

Note: Transaction fee Calculated for all Proposers and amounts inputted

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY
 BOND COUNSEL SERVICES RFP-001195

EVALUATOR	Broad and Cassel Attorneys at Law				Bryant Miller Olive				Foley & Lardner LLP D. Seaton and Associates					
	TECHNICAL	PRICE	Total	Ranking	TECHNICAL	PRICE	Total	Ranking	TECHNICAL	PRICE	Total	Ranking		
Joe Passiatore	78	12.76	90.76	1	70	20	90	2	69	9.04	78.04	3		
Lisa Lombard	80	12.76	92.76	1	70	20	90	2	72	9.04	81.04	3		
Michael Carlisle	74	12.76	86.76	2	76	20	96	1	67	9.04	76.04	3		
Michael Kurek	80	12.76	92.76	2	76	20	96	1	74	9.04	83.04	3		
Total Ranking				6	Total Ranking				6	Total Ranking				12

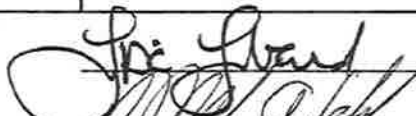
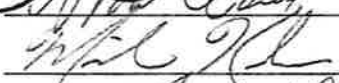


PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
Broad and Cassel Attorneys at Law	\$552,500.00	12.76
Bryant Miller Olive	\$352,500.00	20.00
Foley	\$780,000.00	9.04

POINT TOTALS AND FINAL RANKING

PROPOSER	TOTAL POINTS	FINAL RANKING
Broad and Cassel Attorneys at Law	6	1
Bryant Miller Olive	6	1
Foley	12	3

Committee Members:

Thursday, September 15, 2016

Thursday, September 15, 2016

Thursday, September 15, 2016

Thursday, September 15, 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL PROPOSAL / INTERVIEW INDIVIDUAL SCORING SUMMARY

BOND COUNSEL SERVICES RFP-001195

Broad and Cassel Attorneys at Law	Joe Passiatore	Lisa Lumbard	Michael Carlisle	Michael Kurek
Experience of the Firm (10 points max.)	10	10	9	10
Experience of the Attorneys Assigned and Availability (20 points max.)	20	20	17	20
Approach to Assignment (20 points max.)	18	20	19	20
Interview (30 Points)	30	30	29	30
Total (Not to exceed 80)	78	80	74	80

Bryant Miller Olive	Joe Passiatore	Lisa Lumbard	Michael Carlisle	Michael Kurek
Experience of the Firm (10 points max.)	8	10	9	9
Experience of the Attorneys Assigned and Availability (20 points max.)	18	15	20	20
Approach to Assignment (20 points max.)	17	20	18	19
Interview (30 Points)	27	25	29	28
Total (Not to exceed 80)	70	70	76	76

Foley & Lardner LLP D. Seaton and Associates	Joe Passiatore	Lisa Lumbard	Michael Carlisle	Michael Kurek
Experience of the Firm (10 points max.)	8	10	7	10
Experience of the Attorneys Assigned and Availability (20 points max.)	19	20	15	20
Approach to Assignment (20 points max.)	19	17	16	17
Interview (30 Points)	23	25	29	27
Total (Not to exceed 80)	69	72	67	74

Committee Members:

Four handwritten signatures are shown, each written over a horizontal line. The signatures are: 1. A large, stylized signature that appears to be 'L. Lumbard'. 2. A signature that appears to be 'M. Carlisle'. 3. A signature that appears to be 'M. Kurek'. 4. A signature that appears to be 'J. Passiatore'.

Thursday, September 15, 2016

Thursday, September 15, 2016

Thursday, September 15, 2016


Thursday, September 15, 2016



390 NORTH ORANGE AVENUE
SUITE 1400
ORLANDO, FLORIDA 32801
P.O. BOX 4961 (32802-4961)
TELEPHONE: 407.839.4200
FACSIMILE: 407.425.8377
www.broadandcassel.com
JOE B. STANTON
JSTANTON@BROADANDCASSEL.COM

MEMORANDUM

TO: Mr. Robert Johnson
Manager of Procurement
Central Florida Expressway Authority

FROM: Joseph B. Stanton 

DATE: September 21, 2016

RE: Acceptance of Award for Bond Counsel Services, Contract No. 001195

Mr. Johnson:

On behalf of Broad and Cassel and Marchena & Graham, P.A., I am authorized to write to you to accept and confirm the award of the above referenced contract based upon the fee proposal provided by Bryant Miller Olive.

We appreciate the opportunity to serve CFX and look forward to working with CFX during this contract period.

Thank you.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR BOND COUNSEL SERVICES
CONTRACT NO. 001195**

This Contract No. 001195 (the "Contract" as defined herein below), is made this 13th day of October, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called ("CFX") and Broad and Cassel, hereinafter the ("COUNSEL").

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 desires to retain the services of competent and qualified legal counsel to serve as CFX's bond counsel for the issuance of revenue bonds and other debt instruments which may be required from time to time to finance additions and improvements to the Expressway System and to refund outstanding indebtedness;

WHEREAS, on or about July 25, 2016, CFX issued a Request for Proposals seeking qualified firms to perform such tasks; and,

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on September 15, 2016 and the recommendation of the Finance Committee at its meeting held on September 19, 2016, the Governing Board of CFX at its meeting held on October 13, 2016 selected Board and Cassel to serve as Bond Counsel;

WHEREAS, COUNSEL is competent, qualified and duly authorized to practice law in the State of Florida and desires to provide professional legal services to CFX according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and COUNSEL agree as follows:

SECTION 1. SERVICES. CFX does hereby retain COUNSEL to furnish professional services and perform those tasks generally described as legal services related to CFX financial matters, including, but not limited to, bond financing and re-financing and as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A."

SECTION 2. NO ASSURANCE REGARDING SCOPE OR QUANTITY OF SERVICE.

(a) Although CFX currently anticipates using the services of COUNSEL, CFX provides no assurance to COUNSEL regarding the amount or quantity of legal services that COUNSEL will provide CFX under this Agreement.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise from time to time. CFX designates CFX's General Counsel or Chief Financial Officer as CFX employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representatives shall have the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the work covered by this Agreement. CFX may, from time to time, notify COUNSEL of additional employees to whom communications regarding day-to-day conduct of this Agreement may be addressed.

SECTION 3. TERM. Unless earlier terminated as provided for herein, this Agreement shall become effective November 1, 2016, and shall run for a term of three (3) years, with two one-year renewals at CFX's option. 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 COUNSEL are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide COUNSEL with written notice of its intent at least 90 days prior to the expiration of the initial 3-year Contract Term.

SECTION 4. RESPONSIBILITIES OF COUNSEL.

(a) COUNSEL agrees to timely provide the professional services and facilities required to assist CFX in the field of finance, bond financing and re-financing and other areas of responsibility as deemed necessary by CFX.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, tax codes and applicable case law in all areas of responsibility at its sole expense.

(c) COUNSEL designates Joseph Stanton, as the primary attorney to provide services to CFX and will be assisted from time to time by other members of the firm, as he deems appropriate to the needs of the particular transaction.

(d) COUNSEL agrees to utilize associates and legal assistants/paralegals, under the supervision of COUNSEL, where appropriate to accomplish cost effective performance of services.

(e) It shall be the responsibility of COUNSEL to specifically request all required information and to provide itself with reasonably sufficient time to review all information so as not to delay without good cause performance under this Agreement.

(f) COUNSEL shall be responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement.

SECTION 5. PAYMENT FOR SERVICES AND BILLING.

(a) In consideration of the promises and the faithful performance by COUNSEL of its obligations, CFX agrees to pay COUNSEL a fee based on a "fixed-fee" per transaction basis, said fee shall be based on the fee schedule attached hereto as Exhibit "B." Any services not directly related to a specific transaction will be billed by COUNSEL on a "Time Basis Method". Total compensation to COUNSEL during the three-year term of the Agreement is estimated to a not to exceed amount of \$375,000.00.

(b) On transactions where COUNSEL is being compensated on the "Time Basis Method", CFX shall compensate COUNSEL for the actual work hours required to perform the services authorized. Payment for services billed on a Time Basis Method shall be made to COUNSEL each month for the immediately preceding month's services. COUNSEL shall provide an itemized invoice based on actual services rendered. COUNSEL shall be compensated based on the fee schedule attached hereto as Exhibit "B".

(c) Reimbursable expenses shall be paid in addition to the payment due under subsection (b) above and shall include actual expenditures made by COUNSEL, its employees or its professional consultants in the interest of the work effort for the expenses listed in the following subsections; provided; however, that all reimbursements of expenses shall be subject to CFX's policies and procedures, including those for travel expenses:

(1) Reasonable expenses of transportation, when traveling outside of Orland, (all travel, lodging and meals shall be at rates allowed to public employees under Florida Statute 112.061), long distance calls and facsimile transmissions.

(2) COUNSEL will not be reimburse for expenses such as telecopy, local telephone, internal word processing, data processing, courier or other service that would be deemed to be part of your firm's overhead expenses. However, COUNSEL will notify CFX of any large copy and print jobs in order for a determination to be made as to how the copying will be handled and expensed

(3) If authorized in writing in advance by CFX, the reasonable cost of other expenditures made by COUNSEL in the interest of the services provided under this Agreement.

(d) The parties hereto do hereby acknowledge that the fees described in this Agreement are based on the proposed fees to be paid to COUNSEL, including any third party tax consultants hired by COUNSEL. COUNSEL has elected to subcontract with Marchena and Graham, P.A.as CO-COUNSEL. All fees outlined in Exhibit B are inclusive of CO-COUNSEL fees. CFX shall have the right to approve assignments given to CO-COUNSEL and fees shall be based on tasks performed.

SECTION 6. GENERAL TERMS AND PAYMENT.

(a) COUNSEL shall have a documented invoice procedure and shall invoice CFX as designated by CFX, by the 20th calendar day of each month for services performed during the preceding month, when being compensated on the "Time Basis Method," and within

twenty (20) days of the closing of a bond transaction when being compensated on the “Fixed Fee Method.” CFX shall pay COUNSEL within thirty (30) days of receipt of such valid invoice.

(b) COUNSEL agrees to maintain any and all books, documents, papers, accounting records and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under this Agreement.

SECTION 7. CO-COUNSEL SERVICES. COUNSEL has agreed to separately engage the Co-Bond Counsel services of Marchena and Graham. P.A. for 30% of fees or such amount as shall be deemed appropriate, as directed by and in the sole discretion of CFX’s General Counsel or Chief Financial Officer. In such event, COUNSEL agrees to exercise its best efforts, in good faith, to negotiate with CO-COUNSEL a fair allocation of work responsibility. The fees paid to CO-COUNSEL shall be the responsibility of COUNSEL directly; however, the final terms of such arrangement shall be subject to the approval of CFX. The exact percentage paid to CO-COUNSEL on each transaction shall be at the sole discretion of COUNSEL based on the allocation of work responsibility and the quality of work product of CO-COUNSEL. COUNSEL shall incorporate into such separate arrangement with CO-COUNSEL the same terms and conditions as to which COUNSEL is subject hereunder.

SECTION 8. OWNERSHIP OF DOCUMENTS. All legal opinions or any other form of written instrument or document that may result from COUNSEL’s services or have been created during the course of COUNSEL’s performance under this Agreement shall become the property of CFX after final payment is made to COUNSEL; however, COUNSEL retains the right to retain copies of its work product and to use same for appropriate purposes. COUNSEL shall incorporate a similar provision into its separate arrangement with CO-COUNSEL granting ownership to CFX of such written instrument or document that may result from CO-COUNSEL’s services.

SECTION 9. AUDIT AND EXAMINATION OF RECORDS

1.1 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 COUNSEL’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 COUNSEL 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 subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by COUNSEL 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 COUNSEL or any subconsultant. By submitting a response to the Request for Proposal, COUNSEL or any subconsultant 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 COUNSEL refuses such access or review, COUNSEL 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 COUNSEL. These provisions shall not be limited in any manner by the existence of any COUNSEL claims or pending litigation relating to the Contract. Disqualification or suspension of the COUNSEL for failure to comply with this section shall also preclude the COUNSEL from acting in the future as a subconsultant of another consultant doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the COUNSEL is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: COUNSEL shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the COUNSEL and any or all subconsultants to support the compensation paid the COUNSEL. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the COUNSEL 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 COUNSEL agrees that such amounts are due to CFX upon demand. Final payment to the COUNSEL shall be adjusted for audit results.

COUNSEL 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.

SECTION 10: PUBLIC RECORDS

IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807).

COUNSEL acknowledges that CFX is a body politic and corporate, an agency of the

State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the COUNSEL is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, COUNSEL agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the COUNSEL does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the COUNSEL or keep and maintain public records required by the public agency to perform the service. If the COUNSEL transfers all public records to the public agency upon completion of the contract, the COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the COUNSEL keeps and maintains public records upon completion of the contract, the COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 COUNSEL in conjunction with this Contract (including without limitation COUNSEL Records and Proposal Records, if and as applicable), COUNSEL shall immediately notify the CFX. In the event the COUNSEL has public records in its possession, COUNSEL shall comply with the Public Records Act.

SECTION 11: CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

COUNSEL warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the COUNSEL, to solicit or secure this Contract, and that COUNSEL 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.

COUNSEL 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. COUNSEL acknowledges that it has read the Ethics Policy and, to the extent applicable, COUNSEL will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

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

COUNSEL covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

COUNSEL hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of COUNSEL, and that no such person shall have any such interest at any time during the term of this Agreement.

SECTION 12. NO ASSIGNMENT. The parties fully understand and agree that the professionalism and specialization involved in serving as Bond Counsel is of paramount importance and that this Agreement would not be entered into by CFX except for its confidence in, and assurances provided for, the character, abilities, and reputation of COUNSEL. Therefore, COUNSEL shall not assign or transfer their rights, duties and obligations provided for herein, nor allow such assignment or transfer by operation of law or otherwise without the prior written approval of CFX. The delegation by COUNSEL of certain assignments or tasks under the scope of services to CO-COUNSEL shall not be deemed an assignment of this Agreement for purposes of this Section.

SECTION 13. AMENDMENT. No waiver, alterations, consent or modification of any of the provisions of this Agreement, including any change in the scope of services, shall be binding unless made in writing and duly approved and executed by the parties hereto.

SECTION 14. LOSS OF ESSENTIAL LICENSE. The parties agree that any occurrence, whether within or beyond the control of COUNSEL, which renders one or more Key Personnel incapable of performing the duties and obligations required hereunder, including the loss or suspension of license to practice law in Florida, shall constitute an extraordinary breach of this Agreement and shall give CFX the right to terminate this Agreement immediately upon written notice to COUNSEL. It shall be solely within the discretion of CFX whether the affected member of COUNSEL's law firm is considered Key Personnel for purposes of this Agreement. This Section shall apply irrespective of the reason for the loss or suspension of any essential license.

SECTION 15. INDEPENDENT CONTRACTOR. COUNSEL shall be considered as an independent contractor with respect to all services performed under this Agreement and in no event shall anything contained within the Request for Proposals or this Agreement be construed

to create a joint venture, association, or partnership by or among CFX and COUNSEL (including its officers, employees, and agents), nor shall COUNSEL hold itself out as or be considered an agent, representative or employee of CFX for any purpose, or in any manner, whatsoever. COUNSEL shall not create any obligation or responsibility, contractual or otherwise, on behalf of CFX nor bind CFX in any manner.

SECTION 16. INSOLVENCY. If COUNSEL shall file a petition in bankruptcy or shall be adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for COUNSEL, the parties agree that CFX may immediately terminate this Agreement with respect to the party in bankruptcy or receivership.

SECTION 17. INSURANCE. COUNSEL, at its own expense, shall keep and maintain at all times during the term of this Agreement:

- (a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence.
- (b) Workers' Compensation Coverage as required by Florida law.

COUNSEL shall provide CFX with properly executed Certificate(s) of Insurance forms 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 licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

CFX agrees that, if more than one entity is providing Bond Counsel services, each firm shall independently be liable to CFX for any negligence or professional malpractice committed by the respective entity's employees and that no law firm shall have any cross-liability or responsibility for any negligence or professional malpractice committed by another acting separately or in a co-counsel relationship.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among all parties participating.

SECTION 19. WAIVER. The failure of CFX to insist upon strict and prompt performance of any of the terms and conditions of this Agreement shall not constitute a waiver of CFX's right to strictly enforce such terms and conditions thereafter.

SECTION 20. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CFX:

Mr. Joseph Passiatore, General Counsel
Ms. Lisa Lombard, Chief Financial Officer
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

For COUNSEL:

Mr. Joseph B. Stanton, P.A.
Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

SECTION 21. TERMINATION. CFX may, by written notice to COUNSEL terminate this Agreement, in whole or in part, at any time, with or without cause. Upon receipt of such notice, COUNSEL shall:

- (a) immediately discontinue all services affected (unless the notice directs otherwise); and
- (b) deliver to CFX all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

SECTION 22. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT. COUNSEL shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, COUNSEL agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 23. SEVERABILITY. Should any term, provision, covenant, condition or other portion of this Agreement be held illegal or invalid, the same shall not affect the remainder of this Agreement, and the remainder shall continue in full force and effect as if such illegality or invalidity had not been contained herein.

SECTION 24. ENTIRE AGREEMENT. It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

SECTION 25. PUBLIC ENTITY CRIMES. COUNSEL hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in §287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 26. RIGHTS AT LAW RETAINED. The rights and remedies of CFX, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 27. APPLICABLE LAW; VENUE. This Agreement shall be construed in accordance with and governed by the Laws of the State of Florida. Venue for any action brought hereunder, in law or equity, shall be exclusively in Orange County, Florida.

SECTION 28: INSPECTOR GENERAL. COUNSEL understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants / subcontractors to the undersigned participating in the performance of this contract shall also be bound contractually to this and all applicable Florida statutory requirements.

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 October 13, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

COUNSEL

By: _____

Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

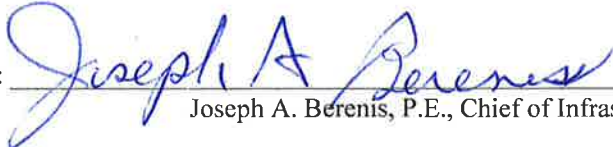
DATE: September 27, 2016

SUBJECT: Consent Agenda
Construction Contract Modifications

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

Contract No.	Contractor	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) October 2016	Total Amount (\$) to Date*	Time Increase or Decrease
599-736	Traffic Solutions	Systemwide Replacement of Retro Reflective Pavement Markers	\$ 137,636.60	\$ -	\$ (2,563.70)	\$ 135,072.90	0
528-313	Lane Construction Corp.	SR 528/Innovation Way Interchange	\$ 62,452,032.01	\$ -	\$ (1,140,672.91)	\$ 61,311,359.10	0
599-913	S. A. Casey Construction Co., Inc.	HQ Building 2nd Floor Renovation	\$ 547,299.00	\$ -	\$ 69,683.37	\$ 616,982.37	0
429-206	GLF Construction Corp.	SR 453, Lake County Line to SR 46	\$ 49,482,671.93	\$ -	\$ (251,575.38)	\$ 49,231,096.55	0
599-525	Traffic Control Devices, Inc.	Single Line Dynamic Message Sign Upgrades	\$ 4,555,555.55	\$ -	\$ 43,363.95	\$ 4,598,919.50	0
417-733	Ranger Construction Industries, Inc.	SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.	\$ 18,513,580.17	\$ 162,934.75	\$ 403,925.65	\$ 19,080,440.57	12
TOTAL					\$ (877,839.02)		

* Includes Requested Amount for current month.

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

**Contract 599-736: Systemwide Replacement of Retro-Reflective Pavement Markers
Traffic Solutions
SA 599-736-1016-01**

Adjustments for Contract Items

This adjustment in contract pay item quantities is requested to accurately reflect the actual authorized quantities constructed under the Contract to accomplish the intent of the project.

OVERRUN THE FOLLOWING PAY ITEMS:

Retro-Reflective Pavement Markers	\$	12,053.80
24" Solid White, Stop Bar (Thermoplastic)	\$	<u>525.00</u>
	\$	12,578.80

UNDERRUN THE FOLLOWING PAY ITEMS:

12" Solid White, Crosswalk (Thermoplastic)	\$	(142.50)
Work Order Allowance	\$	(10,000.00)
Allowance for Disputes Review Board	\$	<u>(5,000.00)</u>
	\$	(15,142.50)

TOTAL AMOUNT FOR PROJECT 599-736 **\$ (2,563.70)**

Contract 528-313: SR 528/Innovation Way Interchange
Lane Construction Corp.
SA 528-313-1016-01

Embankment - Quantity Correction

The quantity of the Embankment pay item identified in the Contract was understated by an amount equal to the volume required to replace the Contract Sub Soil Excavation volume. CFX wishes to correct this oversight by compensating the Contractor at original bid unit prices for the correct amount of embankment required to construct the project.

INCREASE THE FOLLOWING ITEM:

Embankment	\$ 238,336.00
------------	---------------

Deletion of the Private Water Main (Dry Line)

The contract documents included construction of a private water main along the new alignment of Aerospace Parkway and Innovation Parkway. At the request of the project partner, Suburban Land Reserve, Inc. (SLR), the proposed private water main will be deleted at the contract unit prices for the associated work. The added items below compensate the Contractor for costs directly associated with the deletion of this work. Consistent with our Innovation Interchange Agreement, this entire change has been approved and will be realized by SLR.

ADD THE FOLLOWING ITEMS:

Dewatering	\$ 16,153.36
42" Steel Casing	\$ 8,758.73
	\$ 24,912.09

DECREASE THE FOLLOWING ITEMS:

Utility Pipe, F&I, Water/Sewer, 8-19.9"	\$ (44,710.00)
Utility Pipe, F&I, Water/Sewer, 20-49.9"	\$ (626,586.00)
Steel, Casing/Conduit, 20-49.9"	\$ (400,405.00)
Utility Fittings, F&I, DI/CI Elbow, 20-49.9"	\$ (29,000.00)
Utility Fittings, F&I, DI/CI Tee, 20-49.9"	\$ (1,550.00)
Utility Fittings, F&I, DI/CI Reducer, 20-49.9"	\$ (1,770.00)
Utility Fittings, F&I, Union, 20-49.9"	\$ (3,300.00)
Utility Fittings, F&I, DI/CI Union, Y, 8-19.9"	\$ (1,200.00)
Utility Fixtures, F&I, 2-4.9", Blow Off Assembly	\$ (7,600.00)
Utility Fixtures, F&I, 8-19.9", Valve Assembly	\$ (16,800.00)
Utility Fixtures, F&I, 20-49.9", Valve Assembly	\$ (221,000.00)
Utility Fixtures, F&I, 20-49.9", Vac/Air Assembly	\$ (8,400.00)
Fire Hydrant, F&I, Std., 3 Way, 2 Hose, 1 Pumper, 6"	\$ (41,600.00)
	\$ (1,403,921.00)

Sub-Total: Deletion of the Private Water Main (Dry Line)	\$ (1,379,008.91)
--	-------------------

<u>TOTAL AMOUNT FOR PROJECT 528-313</u>	<u>\$ (1,140,672.91)</u>
--	---------------------------------

Contract 599-913: HQ Building 2nd Floor Renovation
S. A. Casey Construction Co., Inc.
SA 599-913-1016-01

Headquarters Building Alterations

The work included in this request is to furnish and install low voltage cables (Voice and Data) for the new layout of the data ports, provide a more durable flooring surface at the heavy traffic area, improve usability and line of sight of the lobby area reception desk, and paint the existing walls, windows and door frames to match the new renovations. It should be noted that the low voltage work added to this Contract is not additional work for the project, rather work that was moved into this Contract and out of another procurement vehicle for the purposes of aligning responsibility and accountability related to this work.

ADD THE FOLLOWING ITEMS:

Low Voltage Cable Addition & Modification at CFX HQ Rm 236, 239, 249	\$	56,236.42
Vinyl Flooring at Rm 239 Lobby	\$	3,022.80
Receptionist Desk Renovation	\$	2,790.70
Additional Wall Mural at Rm 239	\$	3,750.45
Additional Window & Door Frame Painting at Rm 239	\$	3,883.00

TOTAL AMOUNT FOR PROJECT 599-913 **\$ 69,683.37**

Contract 429-206: SR 453, Lake County Line to SR 46
GLF Construction Corp.
SA 429-206-1016-01

Cost Savings Initiative Proposal (CSIP)

This change documents CFX's acceptance of the Contractor's proposal to design and construct the two bridges over County Line Road utilizing steel tubs in lieu of the Precast Concrete Tub-Post Tension bridges included in the contract. This deviation is in accordance with the contract provisions for a contractor sponsored CSIP and it maintains the aesthetic intent of the Wekiva Parkway. It should be noted that the net long term estimated savings to CFX, accounting for future maintenance, while still positive is significantly less than the value of the savings identified in this change. Staff recommends the acceptance of the Contractor's CSIP as it will result in an equivalent product at a net cost savings to CFX.

ADD THE FOLLOWING ITEM:

CSIP Bridges 750925 and 750926	(\$251,575.38)
--------------------------------	----------------

<u>TOTAL AMOUNT FOR PROJECT 429-206</u>	<u>(\$251,575.38)</u>
--	------------------------------

Contract 599-525: Single Line Dynamic Message Sign Upgrades
Traffic Control Devices, Inc.
SA 599-525-1016-01

Plan Revision #1

This change is requested by CFX through Revision #1 to delete the owner-furnished cyberlocks from the contract.

DELETE THE FOLLOWING ITEM:

Replace Corbin Lock with Cyberlock, Install Only	\$ (24,344.00)
--	----------------

NEMA Enclosures for CCTV Equipment

CFX wishes to include NEMA enclosures at six (6) locations to provide a complete and functional Closed Circuit TV (CCTV) site.

ADD THE FOLLOWING ITEM:

Closed Circuit TV Equipment, F&I, NEMA Enclosure Only	\$ 19,366.20
---	--------------

Plan Revision #2

This change is requested by CFX through Plan Revision #2 to add upgraded conductor wire as a result of changes to the sign wiring requirements for the dynamic message signs.

ADD THE FOLLOWING ITEMS:

Conductors, F&I, Insulated, #4, AWG	\$ 8,459.75
Conductors, F&I, Insulated, #2, AWG	\$ 5,562.00
	\$ 14,021.75

Provide Maintenance of Traffic for E-Pass Overlay

CFX wishes to compensate the Contractor to coordinate and provide Maintenance of Traffic (MOT) for single, double, and triple lane closures on a current E-Pass Overlay project required to complete the work.

ADD THE FOLLOWING ITEMS:

Maintenance of Traffic, Single Lane Closure, E-Pass	\$ 880.00
Maintenance of Traffic, Double Lane Closure, E-Pass	\$ 17,600.00
Maintenance of Traffic, Triple Lane Closure, E-Pass	\$ 15,840.00
	\$ 34,320.00

<u>TOTAL AMOUNT FOR PROJECT 599-525</u>	<u>\$ 43,363.95</u>
--	----------------------------

**Contract 417-733: SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.
 Ranger Construction Industries, Inc.
 SA 417-733-1016-0003**

Ramp Pavement Surface Transition

Subsequent to the design and contracting of this project, CFX adopted new guidelines for the location of transitioning from a highway pavement surface to a ramp pavement surface on CFX entrance and exit ramps. CFX wishes to revise this project in accordance with these new ramp pavement surface transition guidelines.

ADD THE FOLLOWING ITEM:

Asphalt Concrete FC, incl. Bit, FC-5, PG 76-22, PMA	\$ 356,115.00
---	---------------

INCREASE THE FOLLOWING ITEM:

Milling Existing Asphalt Pavement, 2 1/4" Avg Depth	\$ 133,571.55
---	---------------

DECREASE THE FOLLOWING ITEMS:

Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	\$ (45,504.90)
---	----------------

Milling Existing Asphalt Pavement, 3/4" Avg Depth	\$ <u>(40,256.00)</u>
---	-----------------------

\$ (85,760.90)

Time Extension

Staff recommends the addition of 12 non-compensable days to this contract. This work modifies the paving sequence at 26 entrance and exit ramps. Staff expects the change to take slightly less than 1/2 day per ramp.

Increase Contract Time 12 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 417-733

\$ 403,925.65


CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 26, 2016

RE: Authorization for Contract Award to The Lane Construction Corp.
S.R. 429 Milling and Resurfacing from Seidel Road to CR 535
Project No. 429-739; Contract No. 001188

The Board approved on March 10, 2016 to authorize advertisement for the project. An Invitation to Bid for the referenced project ran in the Orlando Sentinel on August 21, 2016. Responses to the Invitation were received from six (6) contractors by the September 27, 2016 deadline for submittal of bids.

Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	The Lane Construction	\$9,775,561.91
2.	Preferred Materials, Inc.	\$9,993,981.19
3.	Ranger Construction.	\$10,422,000.21
4.	Middlesex Corporation	\$11,227,515.95
5.	Hubbard Construction	\$11,872,265.00
6.	D.A.B. Construction	\$12,018,888.86

The Engineer's Estimate for this project is \$12,394,435.73

The Engineer of Record for Project 429-739 has reviewed the low bid submitted by The Lane Construction Corp., and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from The Lane Construction Corp., to be responsible and responsive to the bidding requirements. Award of the contract to The Lane Construction Corp. in the amount of \$9,775,561.91 is recommended.

Reviewed by:


Joseph Berenis
Chief of Infrastructure

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
S.R. 429 MILLING AND RESURFACING FROM SEIDEL ROAD TO CR 535
CONTRACT NO. 001188**

This Contract No. 001188 (the “Contract”), made this 13th day of October, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called (“CFX”) and The Lane Construction, 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 Contract No. 001188, S.R. 429 Milling and Resurfacing from Seidel Road to CR 535 as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 330 calendar days. The Contract Amount is \$9,775,561.91. This Contract was awarded by the CFX’s Board of Directors at its meeting on October 13, 2016.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Plans,
4. The Technical Specifications,
5. The Special Provisions
5. The General Conditions, and
6. The Proposal.

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay 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: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

BID ANALYSIS
S.R. 429 MILLING AND RESURFACING FROM SEIDEL ROAD TO CR 535
PROJECT NO. 429-739; CONTRACT NO. 001188
Bid Opening: September 27, 2016
Engineer's Estimate: \$112,394,435.73
6 Bidders

The Lane Construction
Bid Amount: \$9,775,561.91

No Irregularities noted

Preferred Materials, Inc.
Bid Amount: \$9,993,981.19

No Irregularities noted

Ranger Construction
Bid Amount: \$10,422,000.21

No Irregularities noted

Middlesex CoOrporation
Bid Amount: \$11,227,515.95

No Irregularities noted

Hubbard Construction
Bid Amount: \$11,872,265.00

No Irregularities noted

D.A.B. Construction, Inc.
Bid Amount: \$12,394,435.73

No Irregularities noted

RESULTS OF ANALYSIS: The apparent low bidder is The Lane Construction. The determination of being the lowest responsible bidder will depend on review of the bid by the EOR as unbalanced and within acceptable tolerance when compared to the Engineer's Estimate.

Aneth Williams
September 27, 2016


CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 26, 2016

RE: Authorization for Contract Award to Gregori Construction, Inc.
S.R. 417/Curry Ford Southbound On Ramp Improvements
Project No. 417-133; Contract No. 001187

The Board approved on March 10, 2016 to authorize advertisement for the project. An Invitation to Bid for the referenced project ran in the Orlando Sentinel on August 14, 2016. Responses to the Invitation were received from six (6) contractors by the September 21, 2016 deadline for submittal of bids.

Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Gregori Construction, Inc.	\$1,923,666.93
2. Atlantic Civil Constructors	\$1,947,773.87
3. Ranger Construction	\$1,956,953.16
4. Hubbard Construction	\$2,133,302.23
5. Florida Safety Contractor, Inc.	\$2,146,898.96
6. Gibbs & Register, Inc.	\$2,349,373.80

The Engineer's Estimate for this project is \$1,579,151.51

The Engineer of Record for Project 599-411 has reviewed the low bid submitted by Gregori Construction, Inc., and determined that the low bid unit prices are not unbalanced. However, a specific review of the Bid Tabulation showed that the three (3) lowest bidders were all within \$35,000.00 of each other. Therefore, it has been determined that the Engineer's Estimate was slightly low on some of the unit prices and that the low bid from Gregori Construction, Inc. is not an outlier.

The Procurement Department has evaluated the bids and has determined the bid from Gregori Construction, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Gregori Construction, Inc. in the amount of \$1,923,666.93 is recommended.

Reviewed by:


Joseph Berenis
Chief of Infrastructure

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
S.R. 417/SURRY FORD SOUTHBOUND ON RAMP IMPROVEMENTS
CONTRACT NO. 001187**

This Contract No. 001187 (the "Contract"), made this 13th day of October, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Gregori Construction, Inc., of 3950 South Street, Titusville, Florida 32780, 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. 417-133, SR 417 Curry Ford Southbound On-Ramp Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 180 calendar days from Notice to Proceed. The Contract Amount is \$1,923,666.93. This Contract was awarded by the CFX Board of Directors at its meeting on October 13, 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: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

BID ANALYSIS
S.R. 417/CURRY FORD ROAD SOUTHBOUND ON RAMP IMPROVEMENTS
PROJECT NO. 417-133; CONTRACT NO. 001187
Bid Opening: September 21, 2016
Engineer's Estimate: \$1,579,151.51
6 Bidders

Gregori Construction, Inc.
Bid Amount: \$1,923,666.93

No Irregularities noted

Atlantic Civil Constructors
Bid Amount: \$1,947,773.87

No Irregularities noted

Ranger Construction Industries, Inc.
Bid Amount: \$1,956,953.16

No Irregularities noted

Hubbard Construction
Bid Amount: \$2,133,302.23

No Irregularities noted

Florida Safety Contractor, Inc.
Bid Amount: \$2,146,898.96

No Irregularities noted

Gibbs & Register, Inc.
Bid Amount: \$2,349,373.80

No Irregularities noted

RESULTS OF ANALYSIS: The apparent low bidder is Gregori Construction, Inc. The determination of being the lowest responsible bidder will depend on review of the bid by the EOR as unbalanced and within acceptable tolerance when compared to the Engineer's Estimate.

Aneth Williams
September 22, 2016


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

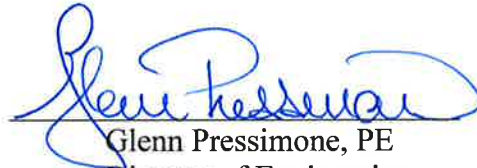
DATE: September 27, 2016

SUBJECT: Authorization to Advertise for Construction Bids
S.R. 408 Toll Plaza Air Conditioner Replacements
Project 599-732A, Contract No. 001247

Board authorization is requested to advertise for construction bids to furnish and install new air conditioners at the toll plazas (mainlines and ramps) on S.R. 408.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering




CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

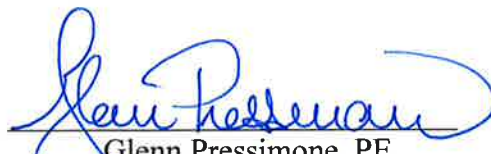
DATE: September 27, 2016

SUBJECT: Authorization to Advertise for Construction Bids
S.R. 408 Widening from S.R. 417 to Alafaya Trail
Project 408-128, Contract No. 001246

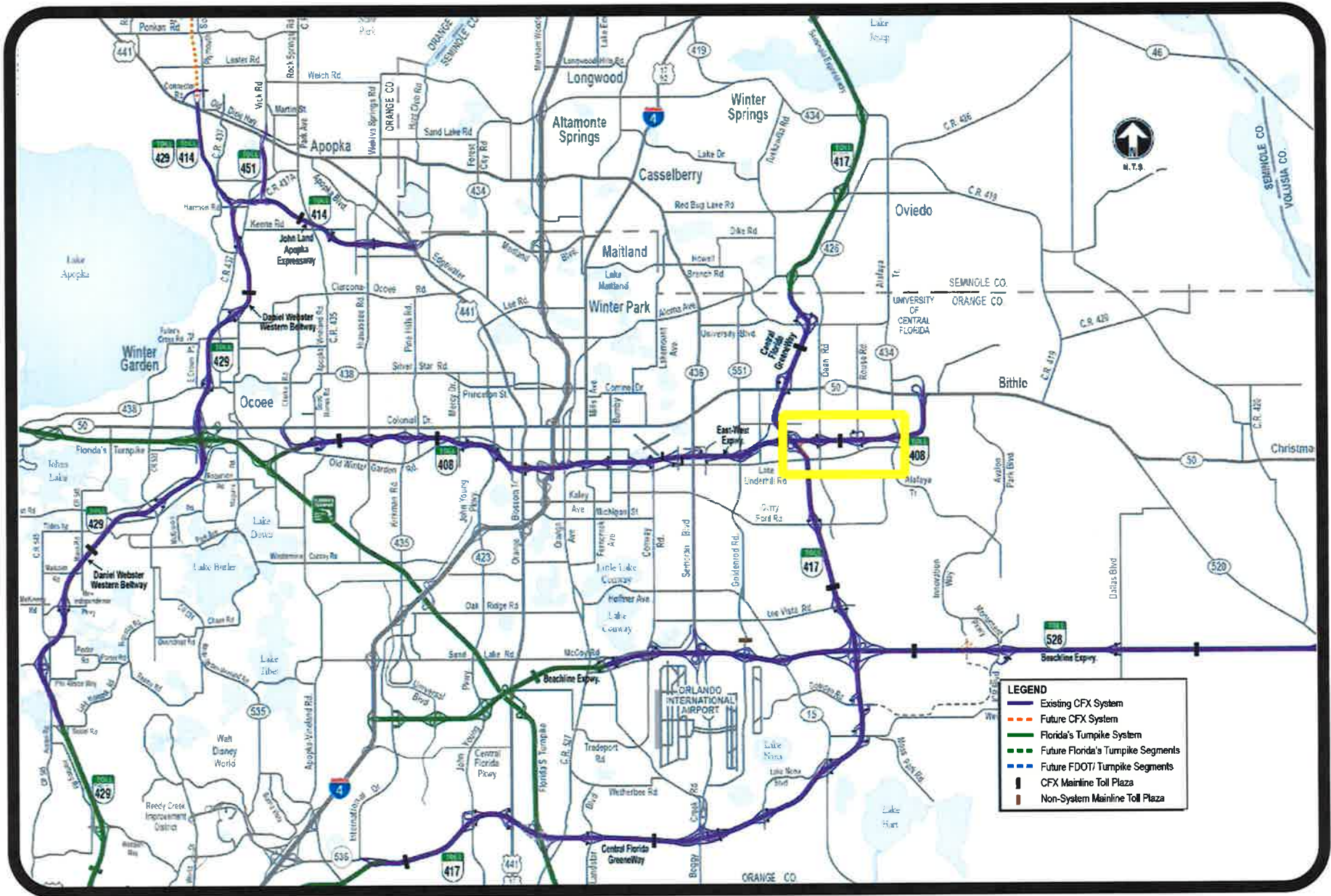
Board authorization is requested to advertise for construction bids for the S.R. 408 Widening from S.R. 417 to Alafaya Trail. This project consists of widening the roadway and associated expressway bridges from 4 to 6 general use lanes, the addition of auxiliary lanes between Rouse Road and Alafaya Trail, realignment of the S.R. 408 westbound exit ramp to Rouse Road and complete replacement of the S.R. 408 bridges over Alafaya Trail.

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

Reviewed by:


Glenn Pressimone, PE
Director of Engineering





Project Location Map for
S.R. 408 Widening from S.R. 417 to Alafaya Trail (408-128)

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 3, 2016

RE: Approval of Lease Agreement Renewal with
Stantec Consulting Services, Inc.
Contract No. 001067

Board approval is requested to renew a Zero Lease Agreement with Stantec Consulting Services, Inc. CFX's contract with Stantec Consulting Services, Inc. (Stantec) for Construction Management Consultant Services (Contract No. 001033), provides office space and certain equipment in the Administration and Operations Building through a lease agreement for liability and insurance purposes.

Board approval is requested to renew the lease agreement with Stantec which is tied to the term of the renewal of the Stantec contract approved by the Board on July 14, 2016. The lease period begins October 18, 2016 and runs through October 17, 2017.

Reviewed by: 
Ben Dreiling
Director of Construction



LEASE RENEWAL AGREEMENT

BASIC PROVISIONS

DATE OF LEASE: October 18, 2016

EFFECTIVE DATE: The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.

LANDLORD: Central Florida Expressway Authority, a body politic and agency of the State of Florida

TENANT: Stantec Consulting Services, Inc., a New York Corporation

PREMISES: Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

CONTENTS: The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

LEASE TERM: The term of this lease shall commence on October 18, 2016, and end on October 17, 2017, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any inconsistency between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.

RENEWAL OPTION: There shall be two (2) renewal options of one year each.

RENT
DURING LEASE TERM: In consideration of the services to be provided by Tenant in connection with that certain Contract by and between Landlord and Tenant, dated October 9, 2014 (the "Contract"), rent during the Term shall be zero dollars (\$0.00) per month. It being acknowledged by the parties that said services are being performed by Tenant at such prices fixed in said Contract, in part, based on Landlord providing office space to Tenant.

APPROXIMATE
FLOOR AREA: 250 square feet (Third Floor)

PERMITTED USES: Tenant shall use the Premises for professional office use in connection with the services to be provided under the Contract and shall not use or permit the Premises to be used for any other purposes without the prior written consent of Landlord. Tenant shall maintain the Premises in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

**MINIMUM GENERAL
LIABILITY INSURANCE
COVERAGE:**

Tenant shall be responsible for providing the following minimum general liability insurance coverage: \$1,000,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$2,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of Tenant's equipment of at least \$1,000,000.00. The requirement of insurance shall not be deemed a waiver of sovereign immunity by Landlord. Further, Tenant shall obtain from their insurer a waiver of subrogation and provide evidence of same to Landlord.

NOTICE ADDRESSES:

Notices to Landlord shall be sent to:

Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807
Phone: 407-690-5000
Fax: 407-690-5032

With Copy To:

Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Phone: 407-690-5000
Fax: 407-690-5032

Notices to Tenant shall be sent to:

Stantec Consulting Services, Inc.
Attn: Tom Pellarin
4974 ORL Tower Road
Orlando, Florida 33807

With Copy To:

**CONDITION OF
PREMISES:**

The Tenant has fully examined the Premises, including the location and condition of all walls, air conditioning, heating and lighting facilities, and appliances, and Tenant is satisfied with the physical and mechanical condition thereof, and the taking of possession by Tenant is conclusive evidence of receipt of them in good order and repair, and with full knowledge of their condition. No representations as to the condition of the Premises or their state of repair have been made except

as are contained in this Lease. Tenant agrees that no promise to decorate, alter, repair or improve the Premises or in any way maintain the Premises has been made by Landlord, except as contained in this Lease.

This Lease consists of the foregoing Basic Provisions, the following General Provisions, and the exhibits attached hereto, all of which are incorporated herein by this reference. If there are any inconsistencies between the Basic Provisions and the General Provisions, the General Provisions shall prevail. If there are any inconsistencies between the exhibits and the Basic Provisions or General Provisions, then the Basic Provisions and General Provisions shall prevail.

THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS LEASE, SEEK LEGAL COUNSEL.

**“LANDLORD”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida**

ATTEST:

Darleen Mazzillo, Executive Assistant

By: _____
Laura Kelley, Executive Director

Date: _____, 2016

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE BY THE
CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, ONLY.

By: _____

Printed Name: _____

Date: _____, 2016

Witnesses To Tenant

Print Name: _____

Print Name: _____

**“TENANT”
STANTEC CONSULTING SERVICES, INC., a New York
Corporation**

By: _____

Print Name: _____

Its: _____

Date: _____

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GENERAL PROVISIONS

1. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

2. **USE.** Tenant shall use the Premises solely for the Permitted Use as set forth in the Basic Provisions and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

3. **RENT.** The provision of Rent shall be as set forth in the Basic Provisions.

4. **TERM.** The term of this Lease shall be for the Term set forth in the Basic Provisions. However, either party hereto shall have the right at its option to terminate the Lease upon 30 days written notice to the other. The parties hereto acknowledge that certain obligations under various provisions hereof may commence prior to the Commencement Date; i.e., provisions regarding indemnification, liability insurance, etc., and the parties agree to be bound by these provisions prior to commencement of the Term. Further, notwithstanding anything to contrary in this Lease, the parties acknowledge and agree that Tenant's occupancy of the Premises and this Lease shall terminate prior to the completion of the Term upon the occurrence of one or more of the following: (1) thirty (30) day written notice by the Landlord or Tenant to the other party of the termination of the Lease; (2) the expiration or termination of the Contract; (3) the failure of the Contract to be renewed by the Landlord; or (4) Tenant's failure to comply with the terms of this Lease or Tenant's default as more specifically provided in Section 19. Upon the occurrence of one or more of the foregoing events or the expiration of the Term, the Tenant shall surrender possession of the Premises and Contents to the Landlord in accordance with these General Provisions.

5. **SECURITY DEPOSIT.** Tenant has not deposited with Landlord a Security Deposit.

6. **USES PROHIBITED.** Tenant shall not use the Premises for any purpose other than as set forth in the Basic Provisions. In addition, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises as set forth in the Basic Provisions or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall not use the Premises for any purpose which generates an odor or smell which can be detected outside the Premises.

7. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements not in force or which may be hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises excluding structural changes not related to or affected by Tenant's

improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord does not warrant or represent that the Premises or the Property comply with the Americans with Disabilities Act ("ADA"). It shall be the responsibility of the Landlord to comply, at Landlord's sole expense, with the ADA as to any portion of the Property outside of the Premises, and it shall be the responsibility of the Tenant to comply with the ADA as to the Premises.

8. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures provided such movable furniture and trade fixtures are not part of the Contents, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. All items which constitute Contents shall belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense and in compliance with all applicable law. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given on or before the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

9. REPAIRS.

(a) By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Contents and Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Specifically but not by way of limitation, Tenant shall not use or utilize the plumbing fixtures or systems installed in or serving the Premises for any purpose other than for such purposes for which they are intended, and no substance other than substances intended to be disposed of in such plumbing shall be deposited therein. Tenant shall bear the sole expense of correcting any violation of the immediately preceding sentence.

(b) Notwithstanding the provisions of Section 9(a) above, Landlord, at Landlord's cost, shall repair and maintain the structural portions of the Property, together with (1) roof; (2) foundation; (3) exterior walls; (4) any load bearing interior walls of the Premises; (5) below grade plumbing lines; and the electric, plumbing, life/safety and all other building systems serving the Premises; and (6) common areas, unless such need for such maintenance and repairs is caused in part or in whole by the willful act or gross negligence of Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering by Tenant in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Absent the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, there shall be no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances and equipment therein, provided, however, the foregoing shall not be construed or act as a waiver of Landlord's right of sovereign immunity. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

10. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any improvements, additions or alterations in the Premises which the Tenant desires to make to insure Landlord against any liability for construction liens and to insure completion of the work. No construction liens shall be placed against the Landlord's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. Tenant agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and the Tenant agree that a short form memorandum of this Lease may be recorded in the Public Records of the county and state in which the Premises are located, containing the language of this clause, the name of the Landlord, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed \$1,000.00, incurred by Landlord in connection with the processing of documents necessary to giving of such consent. Notwithstanding anything to the contrary set forth in this Lease, Tenant may assign or sublet the Premises for the uses set forth herein upon Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed: (i) to any parent, subsidiary or affiliate of Tenant, (ii) to any corporation or other entity with or into which Tenant shall be merged or consolidated or (iii) to any corporation or other entity purchasing or otherwise receiving substantially all of the assets or corporate stock of Tenant.

12. HOLD HARMLESS. Tenant shall indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants and agents against and from any and all claims and actions arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants, and agents against and from any and all claims and actions arising from any breach or default the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, reasonable attorney's fees, losses, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord or Landlord's appointed officials, officers, employees, consultants, or agents by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably

satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

13. SUBROGATION. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain from their insurers the applicable waivers and provide evidence of same to the other party. Each party, at their own cost, shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

14. LIABILITY AND PROPERTY INSURANCE.

(a) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance naming Landlord, Landlord's property manager as an additional insured, and insuring Tenant against any liability arising out of the use, occupancy of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than the Minimum General Liability Coverage amounts set forth in the Basic Provisions. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto together with a list identifying the Premises as a covered property and a Schedule of Values. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, certificate of insurance of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable without 30 days notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

(b) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of personal property insurance covering Tenant's personal property located on the Premises as well as any improvements made by Tenant to the Premises and of the Contents.

15. UTILITIES. Landlord shall pay for all water, gas, heat, light, power, sewer charges, telephone service, janitorial costs, regular pest controls and all other services and utilities supplied to the Premises, together with any taxes thereon.

16. PERSONAL PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

17. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall

be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

18. ENTRY BY LANDLORD. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective lenders, purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Property of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall have the right to use any and all reasonable means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

19. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant where such failure shall continue for a period of twenty days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than twenty days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within said twenty day period and thereafter diligently prosecutes such cure to completion.

(b) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within 60 days), or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.

20. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with written notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to recover from Tenant all damages actually incurred by Landlord by reason of Tenant's default including, but not limited to the cost of recovering possession of the Premises and reasonable attorney's fees

(b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

21. DEFAULT BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than twenty days after written

notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than twenty days are required for performance then Landlord shall not be in default if Landlord commences performance within such twenty day period and thereafter diligently prosecutes the same to completion. In the event of Landlord's default, Tenant's remedies shall be limited to specific performance and/or an injunction.

22. RECONSTRUCTION. In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to either repair same to the extent of insurance proceeds received or to provide mutually acceptable substitute Premises, and this Lease shall remain in full force and effect.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than 10% of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of 10% or more of the full replacement cost then Landlord shall have the option to: (1) repair or restore such damage, this Lease continuing in full force and effect, or (2) give notice to Tenant at any time within 60 days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than 30 days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant or of the Contents.

23. EMINENT DOMAIN. If any portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right at its option, within 60 days after said taking, to terminate the Lease upon 30 days written notice. If any part of the Property other than the Premises may be so taken or appropriated, Landlord shall within 60 days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

24. PARKING AND COMMON AREAS. The Landlord shall keep the automobile parking and common areas which are a part of the Property in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Tenant, for the use and benefit of Tenant, its agents, employees, customers and licensees, shall, subject to the rights of tenants in the Property having the exclusive right to use certain portions of the common and automobile parking areas, have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers and licensees, to use said common and parking areas during the entire Term for ingress and egress, and automobile parking. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas, and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Landlord shall have the right to alter the common areas and/or automobile parking areas from time to time.

25. HAZARDOUS SUBSTANCES. Tenant covenants that Tenant will not generate, store, use, handle, discharge, or release hazardous waste materials on the Premises contrary to applicable law. Tenant agrees to save harmless, defend, and indemnify Landlord against all loss, liability, claims, expenses and damage resulting from any storage or disposal of hazardous waste materials on the Premises by Tenant, including but not limited to court costs, attorney fees, fines, forfeitures, clean up expenses, repairs,

loss of use of property, and all similar or dissimilar losses. This indemnity agreement shall continue in full force and effect after termination of this Lease. The term "hazardous waste materials" includes all chemicals, substances, and materials which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency, and shall include without limitation asbestos, polychlorinated-biphenyls, and petroleum derived substances.

26. ABANDONMENT/SURRENDER. At the expiration or sooner termination of this Lease, Tenant shall surrender and deliver up the Premises in first class repair and condition, ordinary wear and tear alone excepted, and Tenant shall remove from the Premises all of Tenant's personal property. Upon surrender or abandonment by the Tenant, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Any personal property left or remaining on the Premises at the end of the term (either by expiration or sooner termination) shall be considered abandoned by Tenant and, at the option of the Landlord, may either be retained by Landlord as Landlord's property or may be removed and disposed of by Landlord at Tenant's expense.

27. MISCELLANEOUS PROVISIONS.

(a) Exhibits and Riders. Clauses, exhibits, riders and addendums, if any, affixed to this Lease are a part hereof.

(b) Waiver. The waiver by a party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(c) Joint Obligation. If there is more than one Tenant the obligations hereunder imposed shall be joint and several.

(d) Marginal Headings. The marginal headings and article titles to the articles of the Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(e) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(f) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, inure to the benefit of and are binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

(g) Recordation. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord.

(h) Quiet Possession. Upon Tenant observing and performing all of the covenants, conditions and provisions of Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

(i) Venue. The terms and conditions of this Lease shall be construed and controlled in accordance with the laws of Florida; venue for any action arising hereunder shall be in Orange County, Florida.

(j) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties herein.

(k) **Inability to Perform.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.

(l) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other valid provision shall remain in full force and effect.

(m) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

(n) **Choice of Law.** This Lease shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue of any action brought hereunder shall lie in the county in which the Premises are located.

(o) **Attorneys' Fees.** In the event of any litigation arising out of this Lease, including without limitation appellate proceedings, bankruptcy cases, hearing and matters, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

(p) **Sale of Premises by Landlord.** Tenant must be properly notified in writing in the event of any sale of the Premises by Landlord. Upon such sale Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

(q) **Subordination, Attornment.** Tenant covenants and agrees that this Lease and the Tenant's rights hereunder shall be and is hereby made subject to and subordinate to all existing mortgages, deeds of trust, security interests and other rights of the Landlord's creditors secured by the Premises, as well as any such mortgages, deeds of trust, security interest and other rights of Landlord's creditors which may hereafter be created. The provisions of this paragraph shall be self-operative, but the Tenant covenants and agrees that it will, upon request of the Landlord, in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. Tenant must be properly notified in writing upon commencement of such action or proceeding.

(r) **Notices.** All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord

to the Tenant shall be delivered in person or sent by United States certified mail, return receipt requested, postage prepaid, addressed to the Tenant at the Premises, and to the address set forth in the Basic Provisions, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, certified mail, return receipt requested, postage prepaid, addressed to the Landlord at the address set forth in the Basic Provisions, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant. All notices delivered in person shall be deemed given on the day of delivery and all notices given by United States certified mail, return receipt requested shall be deemed given three days after the date of mailing.

(s) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than ten (10) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of rents and expiration of the term hereof, (d) acknowledging that Tenant claims no present charge, lien or offset against rent, (e) acknowledging that Landlord has performed all inducements required of Landlord with this Lease, including without limitation any construction obligations, (f) agreeing to give Landlord's mortgagee written notice of Landlord's default and to permit the mortgagee to cure such default with a reasonable time after such notice before exercising any remedy Tenant might possess as a result of such default, and (g) such other matters as may be reasonably required by Landlord's mortgagee or purchaser. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(t) Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

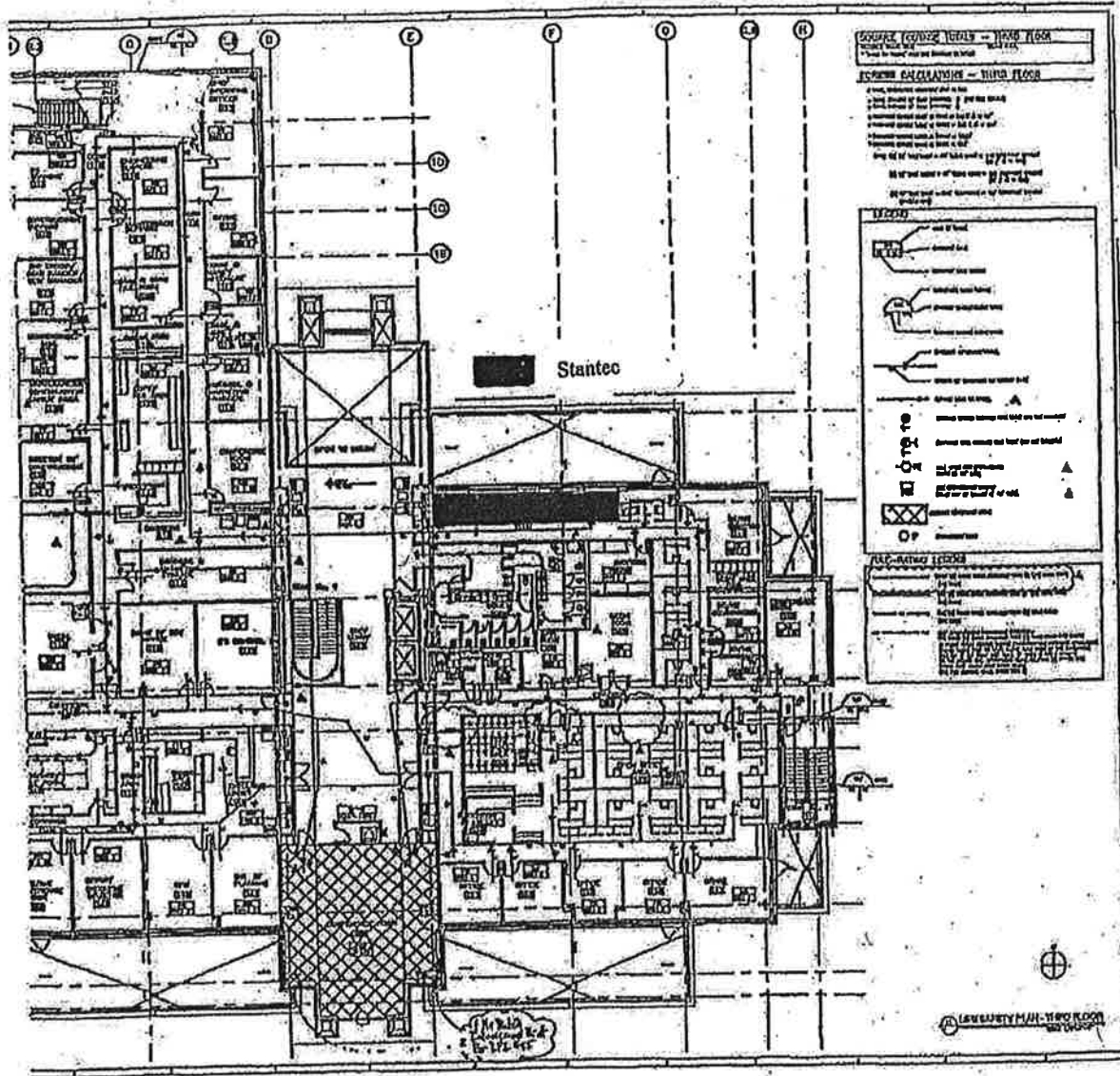
(u) Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or anyone else.

(v) Corporate Authority; Partnership Authority. If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation.

28. WAIVER OF JURY TRIAL. In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim which may be brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

EXHIBIT "A"

FLOOR PLAN SHOWING LOCATION OF PREMISES



J.L. T.

EXHIBIT "B"

LIST OF CONTENTS

All fixtures, furniture and equipment located within the Premises, excluding only computer equipment and any leased equipment which Tenant has leased from a third-party under which Tenant has a continuing financial obligation.

Modular desks and file/storage compartments in each of four (4) cubicles.

Desk Chairs (4)

One (1) Desk and one (1) chair in enclosed office


CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 3, 2016

RE: Award of Contract for
Toll Plaza Generator Replacement
Project No. 599-735; Contract No. 001202

The Board approved on May 12, 2016 to authorize advertisement for the project. An Invitation to Bid for the referenced project ran in the Orlando Sentinel on August 21, 2016. Responses to the Invitation were received from three (3) contractors by the September 20, 2016 deadline for submittal of bids.

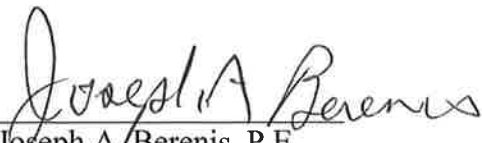
Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Generex Generators, Inc.	\$1,226,452.53
2.	Chinchor Electric Inc.	\$1,649,908.00
3.	Comelco, Inc.	\$1,928,529.00

The Engineer's Estimate for this project is \$1,660,000.00

The Engineer of Record for Project 599-735 has reviewed the bid plans and determined that the quantities on the bid form for all pay items are correct. The lump sum cost of the Goldenrod Mainline was adjusted on the final engineer's estimate to more accurately reflect the cost of the generator and associated work for this location. The Engineer of Record also reviewed the low bid submitted by Generex Generators, Inc., and determined that the unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Generex Generators, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Generex Generators, Inc. in the amount of \$1,226,452.53 is recommended.

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
TOLL PLAZA GENERATOR REPLACEMENT
CONTRACT NO. 001202**

This Contract No. 001202 (the "Contract"), made this 13th day of October, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Generex Generators, Inc., of 111-B Dunbar Avenue, Oldsmar, Florida 34677, 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. 599-735, Generator Replacements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 360 calendar days from Notice to Proceed. The Contract Amount is \$1,226,452.53. This Contract was awarded by the CFX Board of Directors at its meeting on October 13, 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 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: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

**BID ANALYSIS
GENERATOR REPLACEMENT
PROJECT NO. 599-735; CONTRACT NO. 001202
Bid Opening: September 20, 2016
Engineer's Estimate: \$1,785,000.00
3 Bidders**

Generex Generators, Inc.
Bid Amount: \$1,226,452.53

No Irregularities noted

Chinchor Electric, Inc.
Bid Amount: \$1,649,908.00

No Irregularities noted

Comelco, Inc.
Bid Amount: \$1,928,529.00

No Irregularities noted

RESULTS OF ANALYSIS: The apparent low bidder is Generex Generators, Inc. The determination of being the lowest responsible bidder will depend on review of the bid by the EOR as unbalanced and within acceptable tolerance when compared to the Engineer's Estimate.

Aneth Williams
September 20, 2016


CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement

DATE: September 28, 2016

RE: Authorization to Advertise for Request for Proposals for
Painting and Coatings Consultant
Contract No. 001254

Board approval is requested to advertise for Request for Proposals for a Painting and Coatings Consultant to provide coating and painting inspection, independent assurance, and technical support services for CFX's Design, Construction, Renewal & Replacement, and Maintenance projects. The project will be task order driven.

This component is part of projects included in the current Five-Year Work Plan.

Reviewed by: 
Ben Dreiling
Director of Construction



CONSENT AGENDA ITEM

#12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement


DATE: September 27, 2016

RE: Approval of Subconsultant for the
Miscellaneous Design Services with
Pegasus Engineering, LLC
Contract No. 001161

Pegasus Engineering, LLC, our Miscellaneous Design Services consultant, has requested approval to use KNK Engineering Consulting Corp., to provide electrical engineering services. The fees are expected to be \$25,000.00.

Board approval of KNK Engineering Consulting Corp., as a subcontractor to Pegasus Engineering, LLC. Is requested.

Reviewed by:


Glenn Pressimone, P.E.
Director of Engineering



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Pegasus Engineering, LLC Date: September 26, 2016

CFX Contract Name: Miscellaneous Design Services CFX Contract No.: 001161

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: KNK Engineering Consulting Corp.

Address: 1211 North Westshore Boulevard, Suite 607, Tampa, Florida 33607

Phone No.: 407-716-7780

Federal Employee ID No.: 26-4252171

Description of Services to Be Sublet: Electrical engineering

Estimated Beginning Date of Sublet Services: September 23, 2016

Estimated Completion Date of Sublet Services: April 4, 2019

Estimated Value of Sublet Services*: \$25,000.00

*(Not to exceed \$25,000 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 of Consultant Representative)

MGRM

Title

Recommended by: 
(Signature of Appropriate CFX Director/Manager)

Date: 9/27/2016

Approved by: 
(Signature of CFX Division Chief)

Date: 9/27/16

Attach Subconsultant's Certificate of Insurance to this Request.



KNK Engineering Consulting Corp
7380 West Sand Lake Road, Suite 500
Orlando, Florida 32819
Phone: 407-716-7780; Fax: 727-475-5933
www.knkengineering.com

Statement of Qualifications

Electrical/Communications Engineering Design Services

Company History:

Kathy Giang founded KNK Engineering Consulting Corp. in 2009. Benefiting from her over 24 years of experience, KNK is highly skilled in the design of electrical, roadway lighting, communications, fire alarm, and fueling systems for commercial, institutional, and industrial facilities.

KNK has an outstanding reputation for technical expertise, quality assurance, innovation, and client satisfaction. We are committed to providing our clients with effective superior construction and efficient design services while meeting budget and scheduling goals.

Capabilities:

KNK provides a wide range of electrical engineering design services, and takes pride in having the experience, dedication, and resources necessary to satisfy our clients. Our expertise consists of:

- Roadway lighting and toll plaza design per FDOT standards, interior and exterior power distribution, lighting calculations, voltage drop and short circuit calculations, electrical service details, coordination with utility companies, site utilities (lighting, power, communications), interior and exterior lighting and controls (Energy Code and LEED compliance design), emergency and stand-by generator system, uninterruptible power supply (UPS) system, solar system, lightning protection and grounding systems, fire alarm and mass notification system, power and monitoring of fire pumps, power and controls for fueling system, and telecommunications systems (voice, data, intercommunications, closed circuit, intrusion detection, security & card access).

Mission:

We aim to exceed our clients' expectations with every project, no matter its scope or scale. KNK's consistent high quality designs stem from our dedication to five pillars of success: progressive thinking, respect for others, honesty and integrity, determination with perseverance, and a superior

Certifications:

FDOT-DBE; State of Florida-WMBE; City of Tampa-WBE/MBE; Hillsborough County-SBE/WBE.
SBA Certified 8(a): DUNS: 832625003; CAGE: 5T9M1
NAICS Codes: 541330 – Engineering Services
237120 – Oil and Gas Pipeline and Related Structures Construction

Current and Past Clients:

FDOT, U.S. Army, Navy, Air Force, VA, DOD, Tampa Port Authority, AECOM (URS), Hatch Mott MacDonald, Faller Davis & Associates, Volkert, Horizon Engineering Group, Inc., Moffat & Nichols, Inc., NAV North American Video, Solar Energy Management, Architectonics Studios, and many other commercial clients.

Point of Contact:

Kathy W. Giang, P.E., RCDD, LEED AP; Phone: 727-403-3163; Email: Kgiang@knkengineering.com

Projects:

- ◇ **Alligator Alley, Florida Everglades:** Replaced two toll facilities on I-75 in South Florida. Involved modifications to the Turnpike's generic toll facilities to accommodate expanded buildings as well as the remote location conditions.



- ◇ **Coral Reef Toll Plaza, HEFT, Dade County, Florida:** New mid-size toll plaza at the interchange of Coral Reef Drive with the Homestead Extension of Florida's Turnpike (HEFT). Plans include the widening of a HEFT diamond interchange on-ramp and off-ramp.
- ◇ **Northern Turnpike Improvements, Central Florida:** Mainline toll plaza, 3,800-square-foot administration buildings and one 2,300-square-foot administration building with 1000-square-foot basement.
- ◇ **Polk County Parkway, Florida's Turnpike:** Seventeen toll plazas.
- ◇ **Sanibel Causeway Bridge and Cape Coral Causeway Bridge, Lee County, Florida:** Mainline toll plaza.
- ◇ **Seminole Expressway/SR 417, Florida:** Six toll plazas.
- ◇ **Southern Connector Extension, Orlando, Florida:** Mainline toll plaza and 3,800-square-foot administration building with a 1,000 -square-foot basement area.
- ◇ **SR 836 Improvements, Miami-Dade Expressway, Florida:** Responsible for the replacement of an existing toll plaza and for one new toll plaza facility.
- ◇ **State Road 408, Florida:** Mainline toll plazas.
- ◇ **Suncoast Parkway, Florida's Turnpike:** Eleven toll plazas with a 3,800-square-foot Office of Toll Operations administration building.
- ◇ **Sunshine Skyway Bridge, Tampa Bay, Florida:** Two new toll plazas with administration buildings at both sites.
- ◇ **Turkey Lake Service Plaza Improvements, Orange County, Florida:** Renovation and expansion of the administration building to provide 1,800 square feet of space for office and training facilities.
- ◇ **Western Beltway, Seminole County, Florida:** Six toll plazas.
- ◇ **State Road 45, Florida:** Lighting for Green Bridge to Riverside Drive.
- ◇ **US27, Florida:** Landscaping
- ◇ **Interstate 75 & State Road 52:** Roadway Lighting.
- ◇ **Constant Voltage Regulator, Marco Island Executive Airport, Florida:** Lead Electrical Engineer for the design of upgrading existing voltage regulator for runway, PAPI, and taxi-way lighting.
- ◇ **FDOT District 2 Urban Office, Building Rehabilitation, Jacksonville, Florida:** Lead Electrical Engineer for the design of the renovation of the first floor office spaces and the parking lot areas.
- ◇ **FDOT State Materials Research Park, Gainesville, Florida:** Lead Electrical Engineer for the design of a \$21-million testing and research facility on a 130,000-square-foot complex located on a 25-acre site for Phase 1 construction.
- ◇ **Motorola Access Control & IP Video System, Plantation, Florida:** Lead Communications Engineer for the design of access control & IP Video system for the renovated area.
- ◇ **Mount Dora City Hall Expansion, Florida:** Lead Electrical Engineer for the design of a 17,500-square-foot renovation and expansion of this historic Mt. Dora City Hall complex.
- ◇ **Nuclear Science Building, University of Florida, Gainesville, Florida:** Lead Electrical Engineer for the design of renovations of the existing electrical distribution systems.
- ◇ **Parking Lot Lighting Upgrade, Marco Island Executive Airport, Florida:** Lead Electrical Engineer for the design of parking lot lighting utilizing high mast poles and high intensity fixtures.
- ◇ **Tampa Bay Water Administration Office Building, Clearwater, Florida:** Installation of fire protection systems including wet pipe sprinklers, standpipes, and fire pump for a new \$8.7 million, three-story, 37,000-square-foot administrative office building on a 4-acre site. The facility provides conference and meeting facilities plus space for information systems requirements, staff offices, work rooms, public records management, and storage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown Insurance and Financial A031711 2401 West Bay Drive Suite 603 Largo, FL 33770 Chris Bradley	CONTACT NAME: Chris Bradley PHONE (A/C, No, Ext): 727-586-1601 E-MAIL ADDRESS: Certificates@BrownInsuranceServices.com	FAX (A/C, No): 727-518-0002
	INSURER(S) AFFORDING COVERAGE	
INSURED KNK Engineering Consulting Cor 7380 West Sand Lake Rd Ste 500 Orlando, FL 32819	INSURER A : Covington Specialty Ins Co	NAIC # 13027
	INSURER B : NorGuard Ins Co	31470
	INSURER C : Lloyd's	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	VBA451968	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	VBA451968	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	KNWC637530	10/31/2015	10/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liab			PL01017	10/13/2015	10/13/2016	Each Acc 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PLEASE SEE HOLDER NOTES ON PAGE 2

Miscellaneous Design Consultant Services (SSBE) Contract No.001161

Eml: info@pegasusengineering.net Fx#: 407-358-5155

CERTIFICATE HOLDER

CANCELLATION

Pegasus Engineering, LLC
 301 W State Rd 434, Ste 309
 Winter Springs, FL 32708

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE
INSURED'S NAME **KNK Engineering Consulting Cor**

KNKEN-1
OP ID: HM

PAGE 2
Date **09/26/2016**

Central Florida Expressway Authority is listed as an additional insured in regards to General Liability & Commercial Auto Insurance as per written contract.

A Waiver of Subrogation in favor of Central Florida Expressway Authority applies to the General Liability & Commercial Auto Insurance as per written contract.



COMMERCIAL LINES SUPPLEMENTAL
DECLARATIONS

POLICY NO.: VBA451968.00

EFFECTIVE DATE: 4/1/2016

NAMED INSURED: KNK Engineering Consulting Corp

SCHEDULE OF ENDORSEMENTS

FORM NUMBER	TITLE
GBA 901001 1112	Insurance Policy Jacket
	Forms Applicable to All Coverage Parts
GBA 900016 1012	Florida Common Policy Declarations
GBA 909008 0407	Florida Important Notice to Policyholders
GBA 909022 0415	State Fraud Statement
RSG 99018 1211	Notice - Rejection of Terrorism Coverage
GBA 904010 1007	Minimum Earned Premium Retained
GBA 904016 0613	Failure to Maintain Insurance Endorsement
GBA 906005 0115	Exclusion Of Terrorism
GBA 906011 0414	Exclusion of Other Nuclear, Biological, Chemical or Radiological Acts of Terrorism
GBA 909001 0407	Service of Suit
IL 0017 1198	Common Policy Conditions
IL 0021 0504	Nuclear Exclusion
	Forms Applicable to Coverage Part - GENERAL LIABILITY
GBA 100001 0813	Commercial General Liability Coverage Part Declarations
CG 0001 0413	Commercial General Liability Coverage Form
CG 2243 0413	Exclusion - Engineers, Architects or Surveyors Professional Liability
GBA 104009 0613	Hired And Non - Owned Auto Liability Insurance
GBA 104014 0106	Basis of Premium
GBA 104024 0614	Designated Construction Project(s) Gen Agg and Gen Agg for All Construction Projects
GBA 105014 1215	Contractor Coy Ext Endt - Blanket AI - Owners, Lessees, or Contractors - PNC - Blanket Waiver of Transfer of Rights
GBA 106015 1106	Classification Limitation
GBA 106060 0914	Contractors - Exclusions and Limitations Amendatory
GBA 106090 0212	Exclusion - Injury to Volunteer Worker
GBA 106092 1111	Products - Completed Operations Included in General Aggregate
GBA 106105 0514	Exclusion - Wrap Up

GBA 900002 1105

This Endorsement Changes The Policy. Please Read It Carefully.

**CONTRACTOR COVERAGE EXTENSION ENDORSEMENT –
BLANKET ADDITIONAL INSURED – OWNERS, LESSEES, OR
CONTRACTORS; PRIMARY AND NONCONTRIBUTORY;
BLANKET WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. To the extent of coverage afforded by this policy, SECTION II – WHO IS AN INSURED is amended to include as an additional insured any owner, lessee or contractor for whom you are performing operations or working at their premises when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) described above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Any entity requiring to be specifically listed as additional insured per the terms of the contract or agreement may be listed in the schedule below:

Name of Person or Organization:

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. Claims, "suits" and/or damages arising out of the acts, omissions and/or negligence of the additional insured(s).
 3. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Primary and Noncontributory Provision

If the contract between the additional insured and you requires that the insurance afforded by this policy be primary and noncontributory, this insurance shall be primary and noncontributory, but only;

1. As to the general liability policy(ies) where that additional insured is listed as the named insured on the declaration page(s) of such policy(ies), and
2. Only if such claims, "suits" and/or damages arise out of the sole negligence of the Named Insured.

E. Waiver of Subrogation Provision

The Transfer of Rights of Recovery Against Others To Us Condition (SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

If required as part of a written contract or agreement, we will waive any right of recovery we may have against those who are added as additional insureds by this endorsement because of payment we make for injury or damage arising out of your ongoing operations performed under a contract with them. This waiver applies only when you are solely negligent. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as additional insureds by this endorsement.

State of Florida

Woman Business Certification

KNK Engineering Consulting

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

09/23/2016 to 09/23/2018



Chad Poppell, Secretary
Florida Department of Management Services



office of supplier
DIVERSITY



PORT TAMPA BAY™

Small Business Enterprise Certification

KNK Engineering Consulting Corp

Federal ID #: 26-4252171

Services Provided: Electrical Contracting

Valid from 04/09/2016 to 04/08/2017

Lonna Casey
Procurement & Small Business

Please note this certificate is valid only with Port Tampa Bay.
It is not reciprocal with the City of Tampa or Hillsborough County and may not be reciprocal with any other local governmental agency.


CONSENT AGENDA ITEM

#13

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 16, 2016

RE: Approval of Final Ranking and Authorization for Contract Award for
Miscellaneous Design Services (SSBE)
Contract No. 001207

Letters of Interest were advertised for the referenced project on July 3, 2016. Responses were received from six firms by the August 23, 2016 deadline. Those firms were Bentley Architects + Engineers, Inc.; F.R. Aleman & Associates, Inc.; Horizon Engineering Group, Inc.; Protean Design Group; The Balmoral Group; and WBQ Design & Engineering, Inc.

After reviewing and scoring the Letters of Interest, the Evaluation Committee met on Wednesday, September 14, 2016, to evaluate and rank the firms and recommend award to the top two (2) firms. The results of that process were as follows:

<u>Firms</u>	<u>Ranking</u>
Protean Design Group	1
WBQ Design & Engineering, Inc.	1
The Balmoral Group	3
Horizon Engineering Group, Inc.	4
Bentley Architects + Engineers, Inc.	5
R.R. Aleman & Associates, Inc.	6

Board approval of the final ranking and award of separate contracts to the two highest ranked firms, Protean Design Group, and WBQ Design & Engineering, Inc., is requested. The contracts will be for an initial three-year period with two one-year renewal options in the amount of \$2.5 million each (for the initial three-year term) for a total of \$5 million. The contracts will be task order driven with man-hours and fees negotiated for each project.

Reviewed by: 
Glenn Pressimone P.E.
Director of Engineering

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY


EVALUATION COMMITTEE MEMBER LETTERS OF INTEREST SHORTLIST RANKING

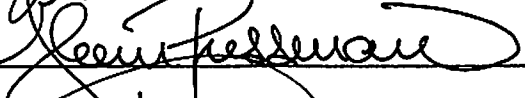
MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)

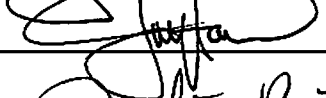
CONTRACT NO. 001207

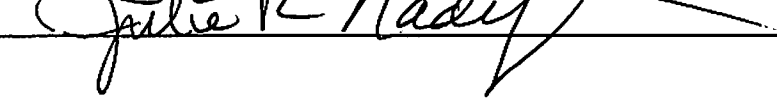
CONSULTANT	Joe Berenis Score	Glenn Pressimone Score	Iranetta Dennis Score	Will Hawthorne Score	Julie Naditz Score	TOTAL SCORE	RANKING
Bentley Architects + Engineers, Inc.	4	5	1	5	3	18	5
Horizon Engineering Group, Inc.	5	2	1	4	5	17	4
F.R. Aleman & Associates, Inc.	6	6	6	6	6	30	6
Protean Design Group	1	1	1	2	4	9	1
The Balmoral Group	2	3	5	3	2	15	3
WBQ Design & Engineering, Inc.	3	3	1	1	1	9	1

EVALUATION COMMITTEE MEMBERS:









Date: Wednesday, September 14, 2016

Date: Wednesday, September 14, 2016

Date: Wednesday, September 14, 2016

Date: Wednesday, September 14, 2016

Date: Wednesday, September 14, 2016

LOI-001207 Committee Meeting September 14, 2016 Minutes

Evaluation Committee for Miscellaneous Design Services; LOI-001207 (SSBE), held a duly noticed meeting on Wednesday, September 14, 2016, commencing at 9:02 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Evaluation Committee Members Present:

Glenn Pressimone, Director of Engineering
Joe Berenis, Chief of Infrastructure
Will Hawthorne, Manager of Engineering
Julie Naditz, Orange County Representative (Standing Member per Procurement Procedures Manual)

Other Attendees:

Aneth Williams, Director of Procurement, CFX
Robert Johnson, Manager of Procurement, CFX

Evaluation Committee Members Absent:

Iranetta Dennis, Director of Supplier Diversity, CFX

Discussion and Motions:

Robert explained that today's meeting was to evaluate and rank the firms and recommend award to the top two (2) firms successful in negotiations. Robert commenced the meeting collecting the Evaluation Committee Member Disclosure forms that the committee members reviewed and executed. It was noted that Iranetta would be absent from the meeting, but had provided her evaluation sheets to the Director of Procurement, Aneth Williams, prior to the commencement of the meeting.

General discussion ensued about the LOI submittals. Committee members then tallied up the individual evaluation sheets and passed them in for incorporation onto to the LOI final summary sheet. Evaluation Criteria forms were collected and the ranking scores from all committee members were tallied with the following results:

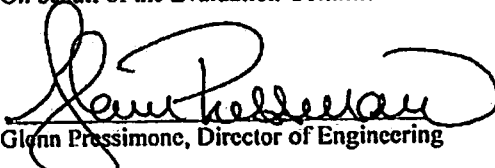
<u>Firms</u>	<u>Score</u>	<u>Ranking</u>
Protean Design Group	09	01
WBQ Design & Engineering, Inc.	09	01
The Balmoral Group	15	03
Horizon Engineering Group, Inc.	17	04
Bentley Architects + Engineers, Inc.	18	05
F.R. Aleman & Associates, Inc.	30	06

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order in a not to exceed amount. Recommend award to the top two (2) firms successful in negotiations. The committee agreed that Glenn Pressimone would review and approve the minutes on behalf of the committee.

There being no further business to come before the Committee, the meeting was adjourned at 9:36 a.m. These minutes are considered to be the official minutes of the Evaluation Committee meeting held Wednesday, September 14, 2016, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Robert Johnson, Manager of Procurement

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


Glenn Pressimone, Director of Engineering


CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 27, 2016

SUBJECT: Authorization to Advertise for
Letters of Interest for Professional Consultant Services
Concept, Feasibility & Mobility Studies of the OCX Master Plan Projects
Contract No. 001248

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide professional consultant services for the Concept, Feasibility & Mobility Studies of the Osceola County Expressway Authority (OCX) Master Plan projects. The study areas consist of the following four (4) corridors:

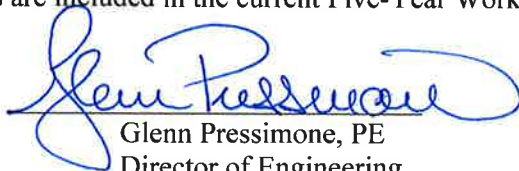
- Osceola Parkway Extension
- Northeast Connector Expressway
- Southport Connector Expressway
- Poinciana Parkway Extension (I-4 Connector)


On September 8, 2016 the CFX Board approved an Interlocal Agreement between Osceola County, CFX and OCX. The terms of this agreement stipulate that CFX has 18 months to complete the Concept, Feasibility & Mobility Studies of the OCX Master Plan projects.

Following a review of submitted technical proposals and hearing oral presentations, the Technical Review Committee will select the four (4) highest ranked firms (from a maximum of six (6) shortlisted firms). Based on the content of the technical proposals and the oral presentations the Technical Review Committee will recommend assignment for each of the four (4) study corridors to one of the four (4) highest ranked firms. A final ranking of the firms and their recommended study corridor assignments will be presented to the Board for approval and authorization will be requested to enter into fee negotiation with the four (4) highest ranked firms. Once the final fee has been negotiated with each firm, Board approval to award each of the contracts will be requested.

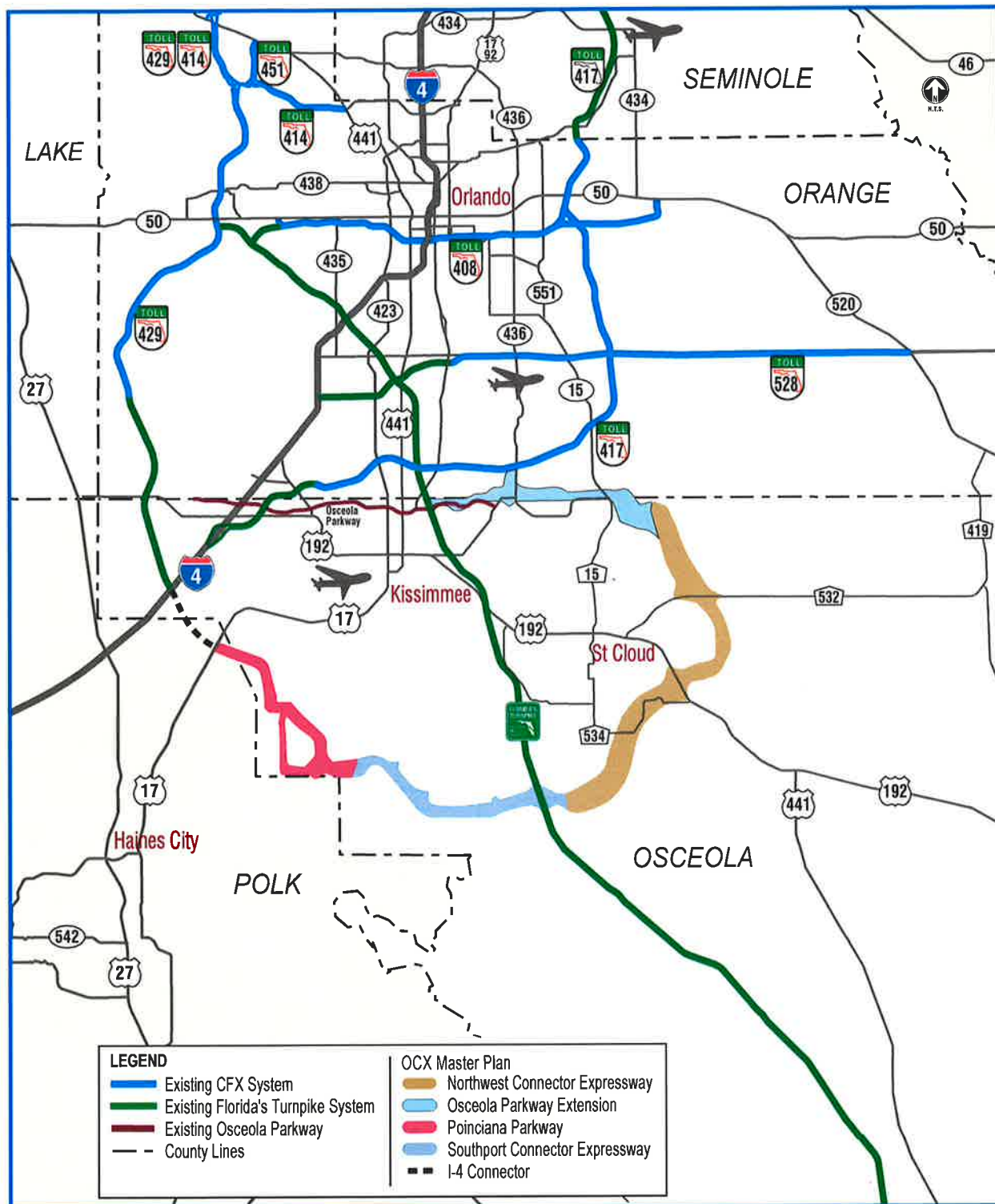
These projects are included in the current Five-Year Work Plan.

Reviewed by:


Glenn Pressimone, PE
Director of Engineering



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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

2040 MASTER PLAN

Osceola County Expressway Authority Master Plan Projects

FIGURE 5-2


CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 3, 2016

RE: Approval of Contract Renewal with
Southern Strategy Group, Inc. for
Legislative Advocacy and Consultant Services
Contract No. 000894

Board approval is requested for the fourth and final renewal of the referenced contract with Southern Strategy Group, Inc., in the amount of \$125,000.00. The renewal period will be from February 1, 2017 to January 31, 2018. The original contract was for one year with four (4) one-year renewals.

Original Contract Amount	\$ 125,000.00
Renewal No. 1	\$ 125,000.00
Renewal No. 2	\$ 125,000.00
Renewal No. 3	\$ 125,000.00
Renewal No. 4	\$ 125,000.00
Total	\$ 625,000.00

The services to be provided under the renewal will include assisting and advising CFX with respect to matters involving governmental bodies and representing CFX before the Governor, Cabinet, and the Legislature (including its committees) in regular sessions and special sessions as called.

Reviewed by: 
Michelle Maikisch
Chief of Staff/Public Affairs Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of October 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, CFX and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby CFX retained Consultant to provide Legislative Advocacy and Consultant Services; and

WHEREAS, pursuant to Section 2 of the Original Agreement, CFX 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, CFX and Consultant agree to the fourth and final renewal of said Original Agreement beginning the 1st day of February 2017, and ending the 31st day of January 2018, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the third Renewal Agreement ending January 31, 2017, Consultant shall execute a 'Certificate of Completion of the Third Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Third Renewal Agreement ending January 31, 2017.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

SOUTHERN STRATEGY GROUP, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

Approved as to form and execution, only:

General Counsel for CFX

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

18 AUG '15 PM 12:53

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of August 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

WHEREAS, pursuant to Section 2 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 the third renewal of said Original Agreement beginning the 1st day of February 2016, and ending the 31st day of January 2017, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the second Renewal Agreement ending January 31, 2016, Consultant shall execute a 'Certificate of Completion of the Second Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Second Renewal Agreement ending January 31, 2016.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

SOUTHERN STRATEGY GROUP, INC.

BY:


Authorized Signature

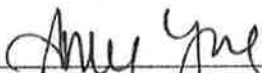
Print Name:

Chris Dudley

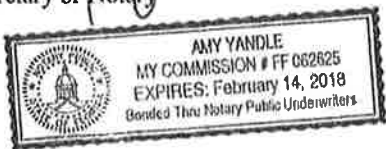
Title:

Managing Partner

ATTEST:



Secretary or Notary

(SEAL)

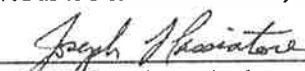


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:


Director of Procurement

Approved as to form and execution, only:


General Counsel for the Authority

2 DEC 14 PM 4:57

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of November 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

WHEREAS, pursuant to Section 2 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 the second renewal of said Original Agreement beginning the 1st day of February 2015, and ending the 31st day of January 2016, for the not-to-exceed amount of \$125,000.00, which amount restates the amount of the Original Agreement and any supplements thereto.

Consultant states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending January 31, 2015, Consultant shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending January 31, 2015.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

SOUTHERN STRATEGY GROUP, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

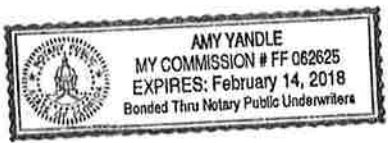
BY: [Signature]
Authorized Signature

BY: [Signature]
Director of Procurement

Print Name: Chris Dudley

Title: Managing Partner

ATTEST: [Signature] (SEAL)
Secretary or Notary



Approved as to form and execution, only:

[Signature]
General Counsel for the Authority

Orlando-Orange County Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000894

000894 *14JAN 7 PM 2:27

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 Southern Strategy Group, Inc., hereinafter called "Consultant".

WITNESSETH

WHEREAS, the Authority and Consultant entered into a Contract Agreement (the "Original Agreement") dated January 23, 2013, with a Notice to Proceed date of February 1, 2013, whereby the Authority retained Consultant to provide Legislative Advocacy and Consultant Services; and

WHEREAS, pursuant to Section 2 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 the first renewal of said Original Agreement beginning the 1st day of February 2014 and ending the 31st day of January 2015 for the not-to-exceed amount of \$125,000.00.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

SOUTHERN STRATEGY GROUP, INC.

ORLANDO-ORANGE COUNTY EXPRESSWAY
AUTHORITY

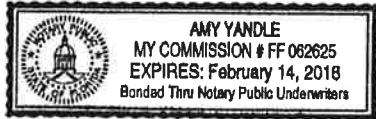
BY: [Signature]
Authorized Signature

BY: [Signature]
Director of Procurement

Print Name: Chris Dudley

Title: Managing Partner

ATTEST: [Signature] (SEAL)
Secretary or Notary



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

RECEIVED
CONTRACTS DEPT
[Signature] / 1/17/14
SIGNATURE / DATE

000894 *14JAN13 PM 2:35

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SOUTHERN STRATEGY GROUP, INC.**

LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES

CONTRACT NO. 000894

**CONTRACT DATE: JANUARY 23, 2013
CONTRACT AMOUNT: \$125,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION AND TECHNICAL PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION AND
TECHNICAL PROPOSAL
FOR
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES**

CONTRACT NO. 000894

JANUARY 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
Tanya J. Wilder, Member**

Executive Director

Max Crumit, P.E.

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CONTRACT

This Contract No. 000894 (the "Contract" as defined herein below), is made this 23rd day of January, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SOUTHERN STRATEGY GROUP, INC., 123 South Adams Street, Tallahassee, Florida 32302, 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 provide legislative advocacy and consultant services as may be assigned to the contractor by the AUTHORITY; and,

WHEREAS, on or about October 27, 2012, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of two 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 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 legislative advocacy and consultant 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 Fee Schedule negotiated with the CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be one (1) year from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be four 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 one year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for 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 \$125,000.00.

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 subconsultants, 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 subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents 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 subconsultant 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 subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY

because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

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

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the

AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subconsultants 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 subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, 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 subconsultants, 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 subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants 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 subconsultants 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 subconsultants' 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 subconsultants, 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 subconsultants 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 subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

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

16. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

18. OTHER SEVERABILITY

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

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

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

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

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, 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 subconsultant 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 January 23, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: Claude Miller

SOUTHERN STRATEGY GROUP, INC.

By: *[Signature]*
Signature

Chris Dudley
Print Name

MANAGING PARTNER
Title

ATTEST: Brenda J. Murphy



DATE: 2/6/13

Approved as to form and execution, only.

Joseph J. Cassiata
General Counsel for the AUTHORITY

000ER *13FEB 7 AM 8:53

**SCOPE OF SERVICES
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES**

This Scope of Services is a general guide to the services the Authority requires the Consultant to provide and is not a complete listing of all services that may be required.

Upon direction of the Authority, the Consultant shall:

- A. Establish and maintain working relationships with the executive, administrative and legislative branches of the State government that will enhance the Authority's position with respect to its legislative agenda.
- B. Advise and assist the Authority with respect to matters involving state governmental or regulatory bodies. Communication protocol shall be as follows: Public Affairs Manager, Executive Director, Deputy Executive Director of Administration.
- C. Provide proactive and timely telephone and e-mail updates to designated Authority staff as identified in "A" above and other individuals as may be identified by the Authority.
- D. Schedule weekly conference calls with the Authority's Public Affairs Manager beginning in February through the end of the legislative session.
- E. Transmit via email to the Public Affairs Manager, a written summary report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that Authority staff or Board may implement.
- F. Attend Board meetings in January (for Board officer elections); February (prior to the start of the legislative session); the Board meeting immediately after the session is completed; and July (after laws are signed). Attendance at all other Board meetings is strongly encouraged.
- G. Attend all board workshops and/or special meetings relating to any potential legislation.
- H. Attend joint meetings with the Authority's Executive Director and other tolling agencies as directed.
- I. Coordinate and communicate with other advocates representing other state tolling agencies keeping Authority management informed of these activities.

- J. Attend all pre-legislative sessions, committee meetings, hearings and conferences that may consider issues affecting the Authority. Provide notification of agendas and/or potential issues/discussions to designated Authority staff prior to any committee meetings and follow up with staff immediately after such activities.
- K. Attend all legislative sessions considering issues affecting the Authority and appropriate legislative meetings.
- L. Review and report on all pertinent, pending legislation and appropriations affecting the Authority. This review shall also include all appropriate committee meetings, hearing and conferences.
- M. Research and assist in preparing draft bills selected for pursuit by the Authority.
- N. Prepare and coordinate responses to legislative inquiries.
- O. Provide consultation and recommendations to the Authority on appropriate strategies and tactics on specific legislation.
- P. Participate in the crafting of itineraries and facilitating meetings with legislators, commissioners and staff for the Authority's Executive Director and/or Board members as needed. Provide information and/or research and other service as required to enhance communication between the Authority and all branches of the state government.
- Q. Schedule at least one meeting with each of the legislative and executive leadership during session.
- R. Submit requests for funding for various transportation projects to the Florida Legislature, the Florida Department of Transportation and other appropriate governmental agencies;
- S. Appear and testify before legislative meetings, hearings, proceedings and other administrative agency, as required, to promote, oppose, and seek passage of legislation or rules affecting the Authority or its customers, and specific legislation contained in the Authority's legislative program.
- T. Provide specialized assistance in guiding the Authority's proposals through the legislative process.
- U. Travel to the Authority, as necessary, to meet with the staff and the Board in the development, review, and follow-up of legislative issues. Travel must be approved in advanced by the Executive Director. Travel will be reimbursed in accordance with Florida Statue 112.061.
- V. Prepare and present written monthly reports that may include but are not limited to: personal briefings and information bulletins pertinent to any legislation, rules or

regulations, and other state policies or programs that affect the Authority and its customers either directly or indirectly. Each report shall be submitted with monthly invoices.

W. Provide a report summarizing the status of the Authority's legislative priorities within one week of the closing of the regular or extended session. Provide a more detailed final written report on specific legislation and new requirements affecting the Authority within a reasonable time period, not to exceed thirty days from the close of session.

X. Provide additional services as directed.

Pre-scheduled quarterly meetings between the Authority and Consultant shall be held to review the Consultant's performance. The meetings will be conducted via teleconference or in person. The Authority will assess the Consultant's performance based on this Scope of Services. As stated in the Method of Compensation, the Authority reserves the right to withhold payment or payments to the Consultant, 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.

End of Scope of Services

**METHOD OF COMPENSATION
LEGISLATIVE ADVOCACY AND CONSULTANT SERVICES**

1.0 PURPOSE

This document 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

The total amount to be paid by the Authority under the Contract for services, materials and "out of pocket" expenses the lump sum amount of \$125,000.00 for the initial one year term. The Consultant shall bill the Authority 1/12 of the Contract amount on a monthly basis. Additional services performed shall be compensated based on the fee schedule mutually agreed upon. Additional services shall be billed to the Authority separately from other services.

3.0 METHOD OF COMPENSATION

- 3.1 The Consultant shall have a documented invoice procedure. The Consultant shall prepare and forward invoices to the Authority's Accounts Payable Department.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the 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.
- 3.3 Consultant shall receive and accept the compensation and payment provided in the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the Consultant in the Scope of Services.
- 3.4 The Consultant shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from the Authority.
- 3.5 If the Consultant elects to receive direct deposit of payments from the Authority, the Authority will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.
- 3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and

paid to Consultant promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Consultant, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Chief Financial Officer, with the approval of the Consultant, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services, as defined and determined by the Authority, and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Consultant.

5.0 PROJECT CLOSEOUT

Final Audit: 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.

END OF SECTION


CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement


DATE: October 3, 2016

RE: Approval of Purchase Order to Computer Systems Support, Inc.
for Replacement of Computer Systems

Board approval is requested to issue a purchase order to Computer Systems Support Inc., (CSS), in the amount of \$178,800.00 to purchase 175 replacement computer systems.

This will be a cooperative purchase (piggyback) off the current Florida Valuepoint IT Contract #43211500-WSCA-15-ACS.

This purchase is a component of projects funded in the Five Year Work Plan.

Reviewed by: 
Mahmood Haq, CISSP
Information Security Manager

CQ



5000 SW 75th Avenue, Suite 301
 Miami, FL 33155
 Phone: (305) 666-6804 Fax: (305) 666-6895
 Email: sales@cssfla.com

Quotation

Date: 9/29/2016
 Quote #: CSSQ12855-E

Customer:
 George Coello
 Central Florida Expressway Authority

Quotation subject to the Terms and Conditions of Florida Valuepoint
 IT Contract 43211500-WSCA-15-ACS

Rep: Bill Henry
 Terms: Net 30
 FOB: Destination
 Ship Via: BW Surface

Ln	Qty	Part Number	Description	Unit Price	Ext. Price
1			Pricing contingent on shipment by October 31, 2016		
2			CSS, Inc. will monitor this pricing on a weekly basis and if the price should drop prior to order date, CSS will refresh the quote with new lower price.		
3	175	L8T12AV	HP Z240 Tower Workstation - L8T12AV -Configurable- HP Z240 Tower Workstation	\$961.00	\$168,175.00
4	1	M0U75AV	HP Z240 TWR 400W 92 percent eff. Chassis		
5	1	L8T15AV#ABA	HP Z240 Workstation Country Kit		
6	1	M6F45AV#ABA	Microsoft Windows 7 Professional Edition 64bit OS		
7	1	N2L06AV	Intel Xeon E3-1240v5 3.5 GHz (up to 3.9 GHz) 8MB GT0 4C 80W TWR CPU		
8	1	N0H84AV	NVIDIA NVS 310 1GB 2xDP 1st No cables included Graphics		
9	1	M6Q53AV	16GB DDR4-2133 nECC (2x8GB) Unbuffered RAM		
10	1	M8Z01AV	Operating System Load to SATA (Internal Storage drive required.) M8Z01AV		
11	1	M6U87AV	256GB SATA 1st Solid State Drive		
12	1	L8S24AV	9.5mm Slim SuperMulti DVDRW 1st ODD		
13	1	M6Q10AV#ABA	HP USB Business Slim Keyboard		
14	1	M6Q14AV	HP USB Optical Mouse		
15	1	M6Q45AV	Intel Ethernet I210-T1 PCIe NIC		
16	1	M6Q16AV	HP Single Unit (Tower) Packaging		
17	1	L8S32AV#ABA	HP 3/3/3 Tower Warranty		
18	1	N4L51AV	Z240 SATA Data Cable - ST-RA -017 (Required when any combination of 2.5" + 3.5" drives is selected in INSTOR + INSTOR2 + INSTOR3)		
19	175	U1G39E	HP 5y Nextbusday Onsite W5 Only HW Supp	\$44.00	\$7,700.00
20	225	FH973AA	DisplayPort TO DVI-D Adapter	\$13.00	\$2,925.00
21	1		Pricing on this quotation is valid until October 30, 2016.	\$0.00	\$0.00
				Total	\$178,800.00

Computer Systems Support, Inc. (CSS) provides this quote directly to the entity listed above. Please make all purchase orders awarded from this quote out to Computer Systems Support, Inc. (FEIN 65-0103028), 5000 SW 75th Avenue, Suite 301, Miami, FL 33155. To ensure accurate and timely processing of orders, please fax all purchase orders to CSS at (305) 666-6895 and/or email to orders@cssfla.com.

Pricing on this quotation is valid for 30 days. CSS is not responsible for typographical errors. Restocking fees may apply to all returns. Manufacturer's warranties apply. All information contained within this quotation is confidential to Computer Systems Support, Inc. and its intended parties.

CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members


FROM: Aneth Williams 
Director of Procurement


DATE: August 15, 2016

RE: Approval of Maintenance Agreement with AT&T
for Voice and Data Ethernet Service
Contract No. 001253

Board approval is requested to enter into a maintenance agreement with AT&T in the amount of \$109,232.00 for maintenance, support and updates to CFX voice and data Ethernet service for a three year period. This Agreement is an addendum to a Master Agreement CFX currently has with AT&T for the same services.

This amount has been budgeted for in the OM&A's Budget.

Reviewed by: 
Mahmood Haq, CISSP
Information Security Manager





Contract Service Arrangement Agreement

Case Number FL13-2146-00
Option 1 of 1

RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Apply five End User Common Line Charges for each Primary Rate Interface.
3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at initial installation as identified below in addition to applicable termination liability charges:

USOC	Description	Nonrecurring Charge	
1LD1E	Access Line	\$875.00	each
PR71V	Interface	\$110.00	each
PR7BV	B-Channel	\$5.00	each
1LN1A	Interoffice Channel	\$125.00	each

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$423.00.

4. EARLY TERMINATION

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (a) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (b) the Minimum Payment Period for the replacement AT&T BVoIP Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- (c) the replacement AT&T BVoIP Service is installed at the same Customer sites as the Terminated ILEC Service; and
- (d) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1



Contract Service Arrangement Agreement

**Case Number FL13-2146-00
Option 1 of 1**



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-1573-01

AT&T MA Reference No. 148606UA

CUSTOMER ("Customer") Central Florida Expressway Authority Street Address: 4974 ORL Tower Rd City: Orlando State: FL Zip Code: 32807- Billing Address Street Address: 4974 ORL Tower Rd City: Orlando State: FL Zip Code: 32807-	AT&T ("AT&T") For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices) Name: Mahmood Haq Title: Information Security Manager Telephone: 407-690-5164 Fax: - - Email: Mahmood.haq@cfxway.com Street Address: 4974 ORL Tower Rd City: Orlando State: FL Zip Code: 32807-	AT&T Sales Contact Information and for Contract Notices Name: Tom Gill Title: Account Manager Telephone: 407-826-6567 Fax: - - Email: tg5181@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Addendum ("Addendum") changes existing Contract Service Arrangement FL13-2146-00 to a Pricing Schedule.

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and Central Florida Expressway Authority ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule FL13-2146-00. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 1/28/2017.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-1573-01

Title:	Title:
Date:	Date:



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-1573-01
Option 1 of 1

Service description:

This Addendum Agreement offers an extension to the service period of the Customer's existing BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Addendum provides for a thirty-six (36) month service period from the acceptance of this Addendum by the Company.

Growth Clause For Primary Rate ISDN service:

- (a) Circuits may be added during the first twelve (12) months of the Agreement or by 6/30/19, whichever is earlier, at the MRC & NRC rates approved herein, and will be coterminous with the initial term of the Agreement.
- (b) Any circuits added after 12 months, but before 6/30/19, will require a new 24 month Minimum Payment Period (i.e. non-coterminous Add).
- (c) No Adds can be installed after June 30, 2019.
- (d) Growth pricing assumes that facilities exist and no extraordinary costs are to be incurred in provisioning the service.

All terms and conditions of Pricing Schedule FL13-2146-00 apply to this Addendum unless modified herein.



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-1573-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to rate elements.	\$.00	\$.00	



Addendum to AT&T ILEC Intrastate Pricing Schedule

Case Number FL16-1573-01
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' pages of the existing Pricing Schedule is modified with the following:

EARLY TERMINATION

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

There are no other additions, deletions or changes to the above referenced Pricing Schedule included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1



Contract Service Arrangement Agreement

Case Number FL13-2146-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between AT&T Florida, ("Company") and Orlando-Orange County Expressway Authority (OOCEA) ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges



Contract Service Arrangement Agreement

Case Number FL13-2146-00

are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Subscriber

Orlando-Orange County Expressway Authority (OOCEA)
4974 ORL Tower Rd
Orlando, FL 32807-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at www.att.com/servicepublications, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and



conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at www.att.com/servicepublications, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



Contract Service Arrangement Agreement

Case Number FL13-2146-00
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/30/2013.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a thirty-six (36) month service period.

Use of Service: Customer agrees that the Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice and/or data traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the Services, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. As used herein the term Switched Access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network. "Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.



Contract Service Arrangement Agreement

Case Number FL13-2146-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Orlando-Orange County Expressway Authority (OOCEA)

By: *Claude Miller*
Authorized Signature

Printed Name: Claude Miller
Title: Director of Procurement
Date: 7/3/13

REVIEWED AND APPROVED
BY LEGAL *Joseph Rossetta*

Company:
AT&T Florida

By: eSigned - Donna Bryant-Johnson
Authorized Signature

Printed Name: _____
Title: Customer Contracts Specialist
Date: 10 Jul 2013



Contract Service Arrangement Agreement

Case Number FL 13-2146-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Access Line, -Each (Provisioning)	\$.00	\$.00	1LD1E
2	BellSouth® Primary Rate ISDN, Interoffice Channel, Each channel, Fixed Monthly Rate	\$.00	\$49.00	1LN1A
3	BellSouth® Primary Rate ISDN, Interoffice Channel, Each channel, Each airline mile or fraction thereof	\$.00	\$15.40	1LN1B
4	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) (Provisioning)	\$.00	\$.00	PR71V
5	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) (Provisioning)	\$.00	\$.00	PR7BV
6	BellSouth® Primary Rate ISDN, D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX
7	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements -Per analog and digital arrangement	\$.00	\$27.00	PR7OF



Contract Service Arrangement Agreement

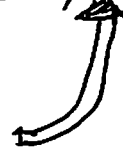
Case Number FL13-2146-00
Option 1 of 1

RATES AND CHARGES

8	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested inward and 2-way	\$5.00	\$0.10	PR7TF
9	Flat Rate Primary Rate ISDN (1- 1LD1E,1-PR71V,23-PR7BV)	\$5.00	\$505.20	WDDKR

\$109,123.20

\$505.20 x 6 x 36
PRI months





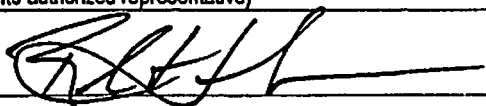
20130827-7412

AT&T MA Reference No.
148606UA

MASTER AGREEMENT

Customer Orlando-Orange County Expressway Authority Street Address: 4974 ORL Tower Rd City: Orlando State/Province: FL Zip Code: 32807 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Paul Crawford Title: Manager Street Address: 4974 ORL Tower Rd City: Orlando State/Province: FL Zip Code: 32807 Country: USA Telephone: 407 690-5112 Fax: Email: crawfordp@oocea.com	AT&T Contact (for notices) Street Address: 6021 S Rio Grande Ave City: Orlando State/Province: FL Zip Code: 32809 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: eSigned - Merri Moore
Name: Robert Johnson	Name:
Title: Manager of Procurement	Title: Contract Manager
Date: 8-13-2013	Date: 28 Aug 2013 Im426c

REVIEWED AND APPROVED
^{OLEA}
BY LEGAL 

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment is due within 45 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

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4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition, significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

5.5 AT&T understands and acknowledges that Customer is subject to Florida Public Records Law, Chapter 119.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT

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EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN 'AS IS' BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

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7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

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8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an

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upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

~~Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.~~

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

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10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege. 148606UA

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

~~10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.~~

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

148606UA

AT&T MA Reference No. _____
 AT&T PS Reference No. ASE1DM8GSO

Customer	AT&T
Orlando-Orange County Expressway Authority Street Address: 4974 ORL Tower Rd City: Orlando State/Province: FL Zip Code: 32807 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices
Name: Paul Crawford Title: Manager Street Address: 4974 ORL Tower Rd City: Orlando State/Province: FL Zip Code: 32807 Country: USA Telephone: 407 690-5112 Fax: n/a Email: crawfordp@oocea.com Customer Account Number or Master Account Number:	<input checked="" type="checkbox"/> Primary Contact AT&T Name: Thomas Gill Street Address: 6021 S Rio Grande Ave City: Orlando State/Province: FL Zip Code: 32809 Country: USA Telephone: 407 826-6567 Fax: Email: thomas.gill@att.com Sales/Branch Manager: Erik Lindborg SCVP Name: Rhodes Sales Strata: GEM Sales Region: SE <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (If applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: eSigned - TERRI WATSON-WRIGHT
Printed or Typed Name: Robert Johnson	Printed or Typed Name:
Title: Manager of Procurement	Title: Contract Specialist-Manager
Date: 8-13-2013	Date: 29 Aug 2013

VIEWED AND APPROVED

LEGAL For AT&T Internal use only: _____ Contract Ordering and Billing Number (CNUM): _____

Please sign by November 27, 2013.	AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate) Pricing Schedule Provided Pursuant to Custom Terms
-----------------------------------	---

148606UA

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM
---------	--

Service Provider	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Florida	AT&T Florida Service Publications, including Access Services Tariff, Section E30	http://cpr.att.com/pdf/fl/fl.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	36 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed Section A-1 of Attachment A ("Adds") not permitted.

4.2 Moves

Per applicable Service Publication

Please sign by November 27, 2013.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

4.3 Upgrades

148606UA

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

Please sign by November 27, 2013.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

148606UA

ATTACHMENT A – Florida

RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
ORLANDO- ORANGE COUNTY EXPRESSWAY AUTHORITY

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / OEM1M	4	0	\$ 240.00	\$ 960.00	\$ 1,925.00	\$ 0.00	\$ 0.00
10Mb CIR / Business Critical Medium - Basic Only / OEM10	4	0	\$ 274.00	\$ 1,096.00	\$ 150.00	\$ 0.00	\$ 0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$ 2,056.00			\$0.00
*Any difference between the standard NRC and the billed NRC has been waived.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.							

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

Please sign by November 27, 2013.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

A-3 Initial New and Existing Sites and Service Configuration

148606UA

Pricing available only at the Service Sites specified below.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	New or Existing Service
1	4974 Ori Tower Rd	Orlando	FL	New
2	8201 E West Expy E	Orlando	FL	New
3	762 S Goldenrod Rd	Orlando	FL	New
4	8919 W Colonial Dr	Ocoee	FL	New

Table 2 - Associated Service Components to Customer Port Connections Identified above.

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
2	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
3	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
4	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

Table 3 - Associated Features to Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Meet Point	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	No	N/A	N/A	No	No	No
2	No	N/A	N/A	No	No	No
3	No	N/A	N/A	No	No	No
4	No	N/A	N/A	No	No	No

End of Document



Contract Service Arrangement Agreement

Case Number FL13-2146-00

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between AT&T Florida, ("Company") and Orlando-Orange County Expressway Authority (OOCEA) ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges



are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Subscriber

Orlando-Orange County Expressway Authority (OOCEA)
4974 ORI. Tower Rd
Orlando, FL 32807-

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at www.att.com/servicepublications, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and



conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.

14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at www.att.com/servicepublications, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.



~~Offer Expiration: This offer shall expire on: 11/30/2013.~~

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement provides for a thirty-six (36) month service period.

Use of Service: Customer agrees that the Service will only be used to transport the voice and/or data traffic of Customer and its Affiliates, and not to originate or terminate voice and/or data traffic to bypass switched access charges as defined by applicable state and federal telecommunications law. Customer understands that this covenant is an essential part of the undertaking by AT&T herein, and that AT&T is relying upon Customer's covenant as an inducement to sell the Service. Customer agrees to compensate AT&T for any switched access charges that AT&T is obligated to pay, or entitled to collect, as a result of Customer's use of the Services, and Customer further agrees that this obligation to compensate AT&T shall not be capped or limited. As used herein the term Switched Access, generally speaking, means the charges that a long distance company is required to pay to a local telecommunications company for the termination or origination of long distance calls to or from a customer whose phone is connected to the local telecommunications company's local switching network. "Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.



Contract Service Arrangement Agreement

Case Number FL13-2146-00
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Orlando-Orange County Expressway Authority (OOCEA)

By: *Claude Miller*
Authorized Signature

Printed Name: Claude Miller

Title: Director of Procurement

Date: 7/3/13

REVIEWED AND APPROVED
BY LEGAL *Joseph Kossitzer*

Company:
AT&T Florida

By: eSigned - Donna Bryant-Johnson
Authorized Signature

Printed Name: _____

Title: Customer Contracts Specialist

Date: 10 Jul 2013



Contract Service Arrangement Agreement

Case Number FL13-2146-00
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Access Line, -Each (Provisioning)	\$.00	\$.00	1LD1E
2	BellSouth® Primary Rate ISDN, Interoffice Channel, Each channel, Fixed Monthly Rate	\$.00	\$49.00	1LN1A
3	BellSouth® Primary Rate ISDN, Interoffice Channel, Each channel, Each airline mile or fraction thereof	\$.00	\$15.40	1LN1B
4	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) (Provisioning)	\$.00	\$.00	PR71V
5	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) (Provisioning)	\$.00	\$.00	PR7BV
6	BellSouth® Primary Rate ISDN, D-Channel - No Rate (Provisioning USOC)	\$.00	\$.00	PR7EX
7	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements -Per analog and digital arrangement	\$.00	\$27.00	PR7OF



Contract Service Arrangement Agreement

Case Number FL13-2146-00
Option 1 of 1

RATES AND CHARGES

8	BellSouth Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested inward and 2-way	\$.00	\$0.10	PR7TF
9	Flat Rate Primary Rate ISDN (1- 1LD1E,1-PR71V,23-PR76V)	\$.00	\$505.20	WDDKR



RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. Apply five End User Common Line Charges for each Primary Rate Interface.

3. The following nonrecurring charges will not apply upon initial installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at initial installation as identified below in addition to applicable termination liability charges:

USOC	Description	Nonrecurring Charge	
ILDIE	Access Line	\$875.00	each
PR7IV	Interface	\$110.00	each
PR7BV	B-Channel	\$5.00	each
ILNIA	Introffice Channel	\$125.00	each

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$423.00.

4. EARLY TERMINATION

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (a) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (b) the Minimum Payment Period for the replacement AT&T BVoIP Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- (c) the replacement AT&T BVoIP Service is installed at the same Customer sites as the Terminated ILEC Service; and
- (d) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1



Contract Service Arrangement Agreement


**Case Number FL 13-2146-00
Option 1 of 1**


CONSENT AGENDA ITEM

#18

MEMORANDUM

TO: CFX Board Members

FROM:  Joseph L. Passiatore, General Counsel

DATE:  September 20, 2016

SUBJECT: Special Warranty Deed for CFX Parcel 330 Part A Ramlee Holdings; FDOT Parcel 110

As part of the Interlocal Agreement with the Florida Department of Transportation for the joint construction of the Wekiva Parkway, CFX agreed to purchase the parcel at the Northeast Corner of S.R. 46 and Round Lake Road and to convey it to the Department.

The parcel has been acquired by CFX and the attached deed is now ready for Board approval.

JLP/ml
Attachment: Special Warranty Deed

01-GWDLIC-02/12
September 21, 2016
This instrument prepared by
Marika Tremblay
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 110.1
SECTION 11130
F.P. NO. 238275 3
STATE ROAD 46
COUNTY LAKE

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the ____ day of _____, 2016, by CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose mailing address is 4970 ORL Tower Road, Orlando, Florida 32807, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 719 South Woodland Boulevard, DeLand, FL 32720, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lake County, Florida, viz:

PARCEL 110

**SECTION 11130
F.P. No. 238275-3**

That part of:

The Southwest ¼ of Section 26, Township 19 South, Range 27 East

Being described as follows:

COMMENCE at a found nail and disk with no identification marking the Northeast corner of Section 27, Township 19 South, Range 27 East, Lake County, Florida, as shown on the Florida Department of Transportation Right of Way Maps for State Road 46, Section 11130, Financial Project Number 238275-3; thence South 01°57'55" East along the East line of said Section 27, a distance of 2622.62 feet to a rail road spike at the East 1/4 Corner of said Section 27 and the West 1/4 Corner of Section 26, Township 19 South, Range 27 East; thence South 00°23'00" East along said East line 2646.05 feet to a nail and disk stamped "FDOT LB 7917" at Point of Intersection Station 142+69.46 on the centerline of said State Road 46, said point also being the Southeast Corner of said Section 27; thence departing said East line, North 89°36' 52" East along

PARCEL NO. 110.1
SECTION 11130
F.P. NO. 238275 3
PAGE 2

said centerline, 40.00 feet to Station 143+09.46 at the intersection of a Southerly projection of the Easterly Right of Way line of Round Lake Road, as shown on said Right of Way Map; thence departing said centerline, North 00°23'00" West along said Southerly projection, 60.00 feet to a point on the Existing Right of Way line of State Road 46, as shown on said Right of Way Map and the POINT OF BEGINNING; thence departing said Existing Right of Way line, North 00°23'00" West, along said Easterly Right of Way line of Round Lake Road, 1069.88 feet; thence departing said Easterly Right of Way line, North 89°59'07" East, 10.00 feet to a point on a line lying 50.00 feet East of and parallel to the West line of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East; thence South 00°23'00" East along said parallel line, 100.00 feet, thence departing said parallel line, South 03°04'36" East, 170.24 feet; thence South 03°33'43" East, 180.35 feet; thence South 01°29'39" East, 257.93 feet to a point on a line lying 74.00 feet East of and parallel to said West line of the Southwest 1/4; thence South 00°23'00" East along said parallel line, 257.19 feet; thence departing said parallel line, South 36°13'11" East, 18.03 feet to a point on a line lying 150.00 feet North of and parallel to said centerline; thence North 89°36'34" East along said parallel line, 164.50 feet; thence departing said parallel line, South 00°23'26" East, 5.00 feet to a point on a line lying 145.00 feet North of and parallel to said centerline; thence North 89°36'34" East along said parallel line, 400.00 feet; thence departing said parallel line, South 00°23'26" East, 95.00 feet to a point on said Existing Right of Way line of State Road 46; thence along said Existing Right of Way line the following three (3) courses; South 89°36'34" West, 417.68 feet; thence North 84°40'49" West, 100.50 feet; thence South 89°36'34" West, 90.39 feet to the POINT OF BEGINNING

CONTAINING 1.879 Acres, more or less.

This legal description prepared under the direction of:
Joseph C. Di Benedetto, P.L.S.
Florida Professional Land Surveyor No. 5181
McKim & Creed, Inc.
115 East Indiana Ave.
DeLand, Florida, 32724

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

PARCEL NO. 110.1
SECTION 11130
F.P. NO. 238275 3
PAGE 3

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

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

Signed, sealed and delivered in
the presence of: Two witnesses
or Corporate Seal required by
Florida Law

By: _____

SIGNATURE LINE
PRINT/TYPE NAME: _____

ADDRESS OF GRANTOR:
4970 ORL Tower Road
Orlando, FL 32807

SIGNATURE LINE
PRINT/TYPE NAME: _____

Approved as to form for execution by
authorized signatory of Central Florida
Expressway Authority

By: _____
Joseph L. Passiatore

Date: _____

PARCEL NO. 110.1
SECTION 11130
F.P. NO. 238275 3
PAGE 4

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate and an agency of the state under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification.


PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

CONSENT AGENDA ITEM

#19

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: September 27, 2016

SUBJECT: Acceptance of County Deed from Orange County, Florida, pursuant to the Agreement for Right-of-Way Transfer and Continuing Maintenance
Project: State Road 429, Part C from the Turnpike to Seidel Road

According to the Right-of-Way Transfer and Continuing Maintenance Agreement (“Agreement”) with Orange County, Florida, approved by the CFX Board on August 11, 2016, Orange County is required to transfer title over or under County roads for CFX’s SR 429 bridges and crossings from the Turnpike to Seidel Road, with the exception of the crossings of SR 429 at the Malcom Road Bridge and Schofield Road.

Consistent with the terms of the Agreement, Orange County has executed and delivered the attached County Deed. The attached County Deed is ready to be accepted by the CFX Board.

REQUESTED ACTION

Board approval is requested to accept the attached County Deed conveying title over or under County roads for CFX’s SR 429 bridges and crossings from the Turnpike to Seidel Road, with the exception of the crossings of SR 429 at the Malcom Road Bridge and Schofield Road.

Attachment: County Deed

Reviewed by: 

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 20 2016

Prepared By:

Orange County Attorney's Office
201 South Rosalind Avenue, Third Floor
Orlando, FL 32801

Reserved for Recording

Project: State Road 429, Daniel Webster Western Beltway, Part C

This deed constitutes a conveyance from a state agency or instrumentality to an agency of the State of Florida and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.014(10), F.A.C.

COUNTY DEED

THIS DEED, dated as of the date signed, by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("GRANTOR"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("GRANTEE").

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt of whereof is hereby acknowledged, does hereby remise, release, and forever quit-claim unto the said GRANTEE, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lots, pieces, or parcels of land, situate, lying and being in the county of Orange, state of Florida, designated as Parcel 653-100 and Parcel 654-100, to wit:

SEE ATTACHED COMPOSITE EXHIBIT "C"

**Property Appraiser's Parcel Identification Number:
Not Assigned**

Project: State Road 429, Daniel Webster Western Beltway, Part C

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 9.20.16

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

By: *Craig A. Stopyra*
Deputy Clerk

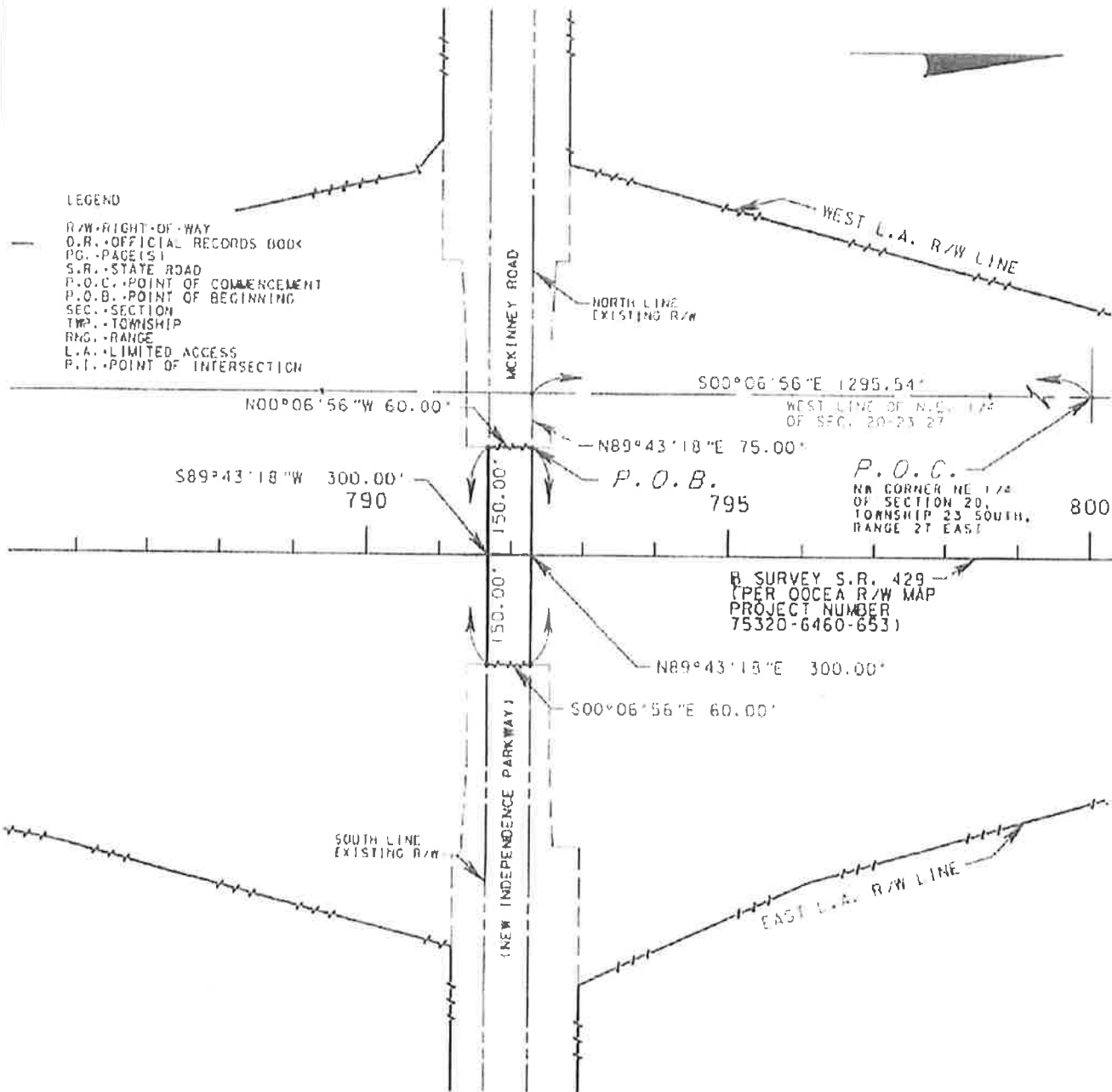
Craig A. Stopyra
Printed Name

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 SR 429 - WESTERN BELTWAY
 PROJECT: 653 - 100
 ESTATE: FEE SIMPLE
 LIMITED ACCESS RIGHT-OF-WAY

LEGEND

- R/W - RIGHT-OF-WAY
- O.R. - OFFICIAL RECORDS BOOK
- P.G. - PAGE(S)
- S.R. - STATE ROAD
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- SEC. - SECTION
- TWP. - TOWNSHIP
- RNG. - RANGE
- L.A. - LIMITED ACCESS
- P.I. - POINT OF INTERSECTION



12-1449-28 E 1551
 STUDIOS: SPACIS, FERRERIS, DONOVAN, ALLEN, MCKINNEY, STUBBS

THIS IS NOT A SURVEY
ATKINS

4822 South Keller Road
 Orlando, Florida 32810-6101
 Tel: 407/647-7275 Certificate No. LB 24

NOTES:
 1. BEARINGS ARE BASED ON THE WEST LINE OF THE NORTH EAST 1/4 OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEARING 500°06'56"E.

Date: 10/18/12
 Scale: 1" = 200'
 Job No.: 100002755
 F.S.: N/A
 Drawn By: J.S.
 Ckd. By: J.S.
 Sheet 2 of 2

SKETCH OF DESCRIPTION

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 654 - 100
ESTATE: FEE SIMPLE**

LIMITED ACCESS RIGHT-OF-WAY

Legal Description

A parcel of land lying in the northeast 1/4 of Section 17, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 17, being a point on the east line of the existing right-of-way of Davenport Road, as shown on Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project No. 75320-6460-654, dated 8-04-99; thence S00°07'39"E along said east line of Section 17 and said existing right-of-way for 593.66 feet, to a point on the westerly limited access right-of-way line of State Road 429, as shown on said OOCEA right-of-way map, said point being the POINT OF BEGINNING; thence continue S00°07'39"E along said east line of Section 17 and said existing right-of-way for 520.61 feet to a point on the easterly limited access right-of-way line of said State Road 429; thence S36°25'02"W for 41.98 feet to a point on said easterly limited access right-of-way line of State Road 429, said point also being on the west line of the existing right-of-way of Davenport Road, as shown on said OOCEA right-of-way map; thence N00°07'39"W along said west line for 520.61 feet to a point on the westerly limited access right-of-way line of said State Road 429; thence N36°25'02"E for 41.98 feet to the POINT OF BEGINNING.

Containing 13,015 square feet, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 429 right of way property which may otherwise accrue to any property adjoining said right of way.



J. Vance Carper, Jr.

J. Vance Carper, Jr. PSM
Professional Surveyor and Mapper
Florida Certificate No. 3598

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Revised: 05/18/12
Date: 10/18/12
Scale: N/A
Job No.: K0002756
F.B.: N/A
Drawn By: JYC
Ckd. By: JYC
Sheet 1 of 2

THIS IS NOT A SURVEY
ATKINS

482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

S:\0121019429 - Comments\001\SR429 - Davenport - 1 - 9/11/12 - 1532

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
 SR 429 - WESTERN BELTWAY
 PROJECT: 654 - 100
 ESTATE: FEE SIMPLE

LIMITED ACCESS RIGHT-OF-WAY

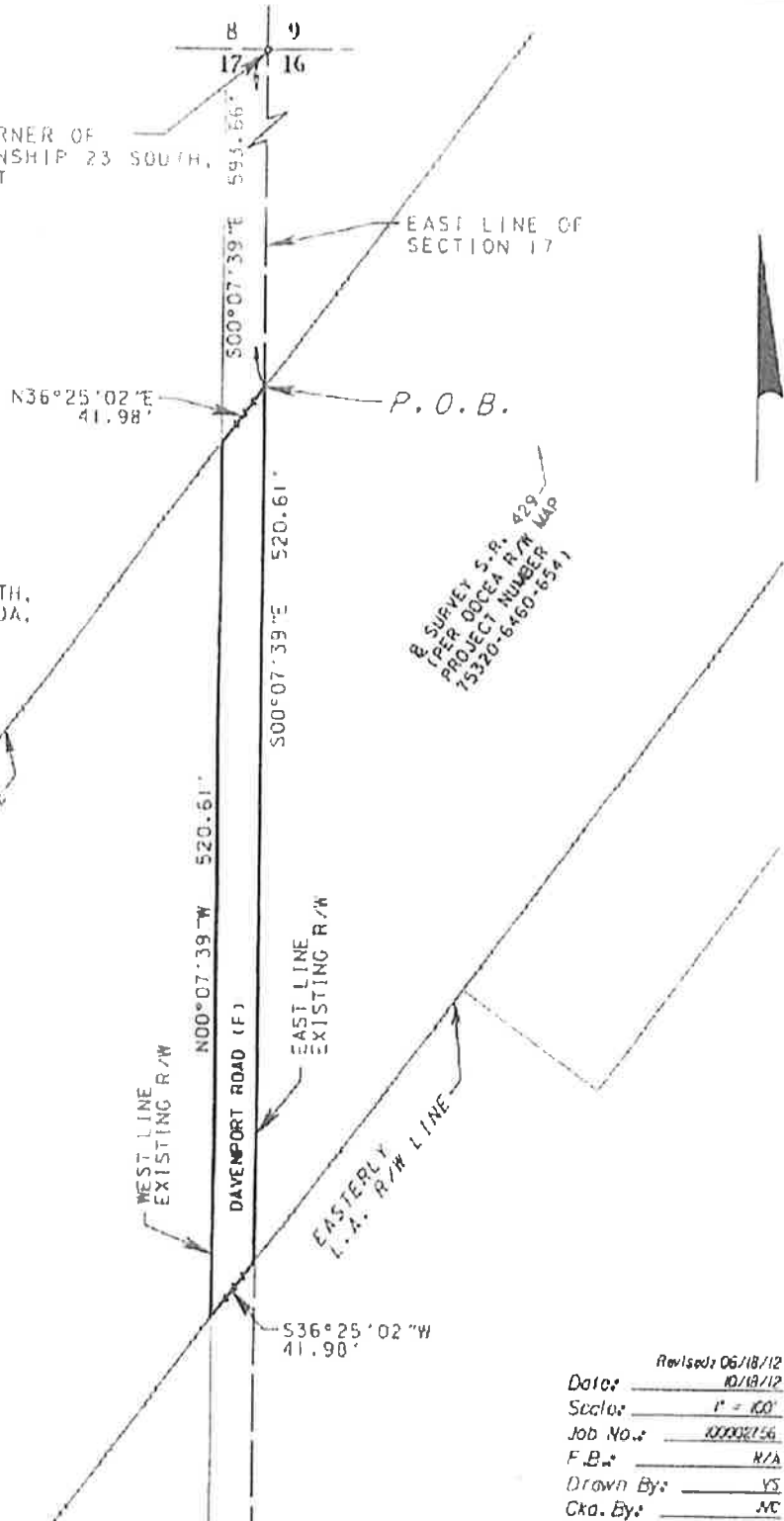
P.O.C.
 NORTHEAST CORNER OF
 SEC. 17, TOWNSHIP 23 SOUTH,
 RANGE 27 EAST

LEGEND

- O.R. - OFFICIAL RECORDS BOOK
- P.C. - PAGE(S)
- S.R. - STATE ROAD
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- SEC. - SECTION
- TWP. - TOWNSHIP
- RNG. - RANGE
- L.A. - LIMITED ACCESS
- R/W - RIGHT-OF-WAY
- B - BASELINE
- C - CENTERLINE

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEARING $500^{\circ}07'39''E$.



BY SURVEY S.R. 429
 (P.L.R. DOCS R/W MAP
 PROJECT NUMBER
 15320-6460-654)

S:\0002\654\29 - Eastern\TAX\654\29 - Eastern\911.dwg

THIS IS NOT A SURVEY
ATKINS

482 South Keller Road
 Orlando, Florida 32810-6101
 Tel: 407/647-7275 Certificate No. LB 24

Revised: 06/18/12
 Date: 10/18/12
 Scale: 1" = 100'
 Job No.: 100002756
 F.B.: N/A
 Drawn By: YS
 Ck. By: MC
 Sheet 2 of 2

**DESCRIPTION OF EASEMENTS
FOR EXPRESSWAY BRIDGES**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX")
STATE ROAD 429
ESTATE: PERPETUAL EASEMENT

LEGAL DESCRIPTION:

PARCELS OF LAND LYING IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Twenty (20) feet beyond the outermost perimeters of the existing bridges ("Expressway Bridges") at the crossings of State Road 429 over:

- a) Avalon Road (near Old YMCA Road) at approximately Station 638+59.25
- b) Old YMCA Road at approximately Station 645+65.33,
- c) Avalon Road (near Porter Road) at approximately Station 730+54.05,
- d) Porter Road at approximately Station 735+36.31,
- e) Tiny Road at approximately Station 923+98.69, and
- f) Tilden Road at approximately Station 933+67.20.

TERMS OF PERPETUAL EASEMENT

1. CFX has a perpetual easement on and over the above-described properties, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.
2. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the described real property, so as not to interfere with or impede the Expressway Bridges.
3. GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to prevent any use of the above described real property which would interfere with one or more Expressway Bridges, or otherwise constitute a hazard for any Expressway Bridge.

CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel *Linda*
Sidney Calloway, Esq., Shutts & Bowen *sc*

DATE: September 28, 2016

RE: *Central Florida Expressway Authority v. Kenneth A. Grimm and January D. Grimm, et al.*, Case No. 2014-CA-003592, Parcel 173
Location: 3302 and 3316 Plymouth Sorrento Road, north of West Ponkan Road
Size of Parent: 9.032 acres; Size of Taking: 2.598 acres; Remainder: 6.434 acres

DESCRIPTION OF PROPERTY AND TAKING

The 9.032-acre parent tract is located on the west side of Plymouth Sorrento Road, north of West Ponkan Road in unincorporated Orange County, Florida. Of the 9.032 acres, there are only 1.767 net developable acres. The parent tract consists of three tax parcels and is improved with a single family residence, a mobile home, shade houses, greenhouses, associated agricultural improvements, perimeter fencing and gates, and wells and septic systems. The parent tract has over 1000 camellias, trees, hedges, and other plants.

The taking consists of 2.598 gross acres or 0.447 net acres along the western border of the property.

CFX'S APPRAISAL REPORT

Walter Carpenter, Jr., MAI, CRE, appraised the property for CFX. He concluded that the highest and best use of the property was as an agricultural site with supporting residential. Applying the sales comparison approach, Mr. Carpenter estimated the value at \$15,000 per acre with sales ranging from roughly \$12,000 to \$24,000 per acre, or \$39,100 for the land taken.

The improvements within the area of the taking included an 18,848-square-foot shade house, 382 linear feet of a 4-foot field fence, 300 linear feet of a 5-foot chain link fence, irrigation, camellias, hedge rows, and 47,210 square feet of lot ground cover. The value of the improvements totaled \$121,000, consisting of the sum of \$101,006 for the depreciable improvements subject to 75% depreciation with a value of \$25,252 plus \$91,730 for the non-depreciable improvements, such as the plants. Mr. Carpenter concluded that the remainder would have the same highest and best use and that the underlying land value was still applicable.

Mr. Carpenter estimated full compensation at \$165,000.

OWNERS' APPRAISAL REPORT

The owners retained Richard Parham, a state-certified general real estate appraiser, to value the property. He concluded that the highest and property use of the property would be for residential use. He relied upon comparable sales ranging in price from \$28,253 to \$72,464 per acre, with a value of \$40,000 per acre, or \$104,000 for the land taken.

Mr. Parham valued the improvements at \$314,300, approximately three times higher than Mr. Carpenter. Mr. Parham placed a much higher value on the camellias and hedge rows. Mr. Grimm worked on the property and the camellias for over 35 years with his mentor and father figure, who was renowned for his camellias. There were over 600 varieties of camellias on the property. Over 240 camellias were destroyed by the taking, some of which were unique and irreplaceable.

Mr. Parham estimated full compensation at \$551,900.

SETTLEMENT DISCUSSIONS

A comparison of the two appraisals reports is below.

	Carpenter	Parham
Land (2.598 acres)	\$ 39,100	\$104,000
Per Acre Value	\$ 15,000	\$ 40,000
Improvements	\$121,000	\$314,000
Severance Damages and Cost to Cure	\$ 5,000	\$133,600
Total for Owners	\$165,000	\$551,900

The above table highlights several key differences. First, the expert opinions as to land value and severance damages were significantly different. The owners noted that the property to the north, Parcel 174, was valued at \$30,000 per acre with 30% severance damages. This appraisal report was prepared by a different appraiser of a different piece of property, with a different typography and size. Second, there is a difference in opinion as to the value of the improvements. The owners claimed that the improvements were worth three times more due to the higher value placed on the camellias and other improvements. Third, as a side issue, although the owners did not submit a business damage claim, they did complain that the thousand clippings they took from the plants that were taken were ruined because the water was cutoff during the construction process.

Regarding expert fees, counsel for the owners submitted invoices from six experts totaling \$70,151.60, copies of which are attached. The invoices consist of the following:

Owners' Experts	Invoice
Richard H. Parham, State-Certified General Real Estate Appraiser Calhoun, Collister & Parham	\$22,367.00
Stan DeFreitas, Green Thumb, Horticulturist	\$10,362.50
MEI Civil (Dan Morris)	\$15,487.50
Rahenkamp Design Group, Inc. (Planner)	\$5,115.85
Roberts & Associates (General Contractor)	\$11,312.50
Subtotal	\$64,645.35
Lloyd Morgenstein, CPA	\$5,506.25
Total	\$70,151.60

Since the owners did not have a business damage claim, the invoice from the business damage expert, Lloyd Morgenstein, CPA, was rejected.

In comparison, CFX spent a comparable amount for its appraisal report and planner's report, but much less on the horticulturist, engineer, and general contractor, as shown in the table below.

CFX's Experts	Invoice
Pinel & Carpenter	\$23,918.33
City Beautiful Horticultural Services	\$5,595.22
Fred B. LaDue & Associates	\$3,815.25
Donald W. McIntosh Associates, Inc.	\$8,505.00
Ellen S. Hardgrove (Planner)	\$4,930.25
Speer Construction	\$4,895.00
Total	\$51,659.05

The parties mediated on August 26, 2016. To resolve this case, the parties reached a proposed compromise consisting of an all-inclusive settlement of \$429,400. The settlement amount consists of \$325,000 for the owners, \$51,600 for expert fees, and \$52,800 for statutory attorney's fees. The owners agreed to reduce their expert fees by \$17,351.60 or nearly 25%. The proposed settlement compared to each party's position is summarized in the table below.

	Carpenter	Parham	Proposed Settlement
Total for Owners	\$165,000.00	\$551,900.00	\$325,000
Expert Fees	\$ 51,659.05	\$ 70,151.60	\$ 52,800
Statutory Attorney's Fees	N/A	\$116,725.00	\$ 51,600
		\$738,776.60	\$429,400

This proposed settlement should neither be construed nor interpreted to be CFX's position at trial or in any other case, nor should the proposed settlement be construed or interpreted to be an agreement with the owners' factual, legal or expert positions.

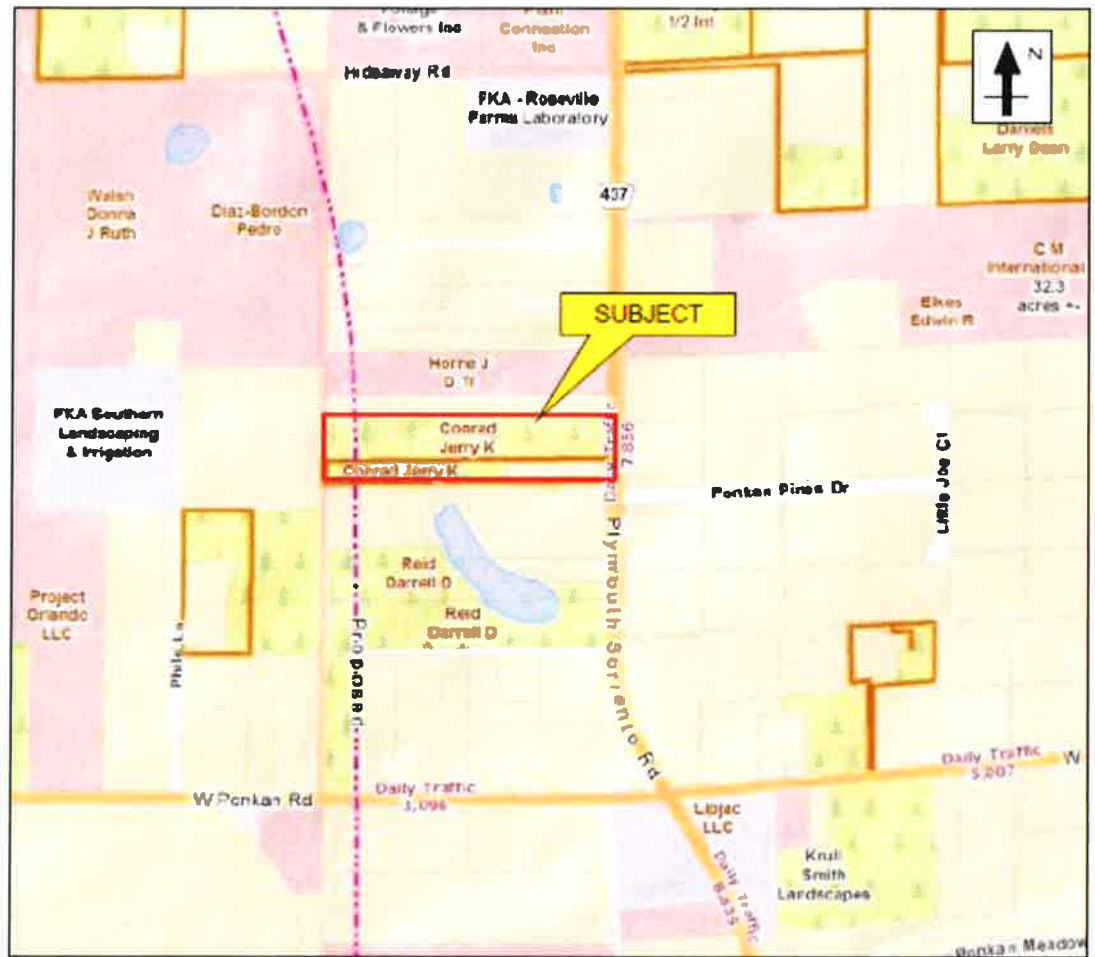
REQUESTED ACTION

Board approval is requested to accept the proposed Mediated Settlement Agreement in the amount of \$429,400, resolving all claims for compensation for the taking of Parcel 173, including severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

The Right of Way Committee recommended approval on September 28, 2016.

Attachments: Aerials and Photographs
Mediated Settlement Agreement
Invoices from Counsel for the Owners

Reviewed by: Joseph J. Lassiter



Approximate Representation
Source: Orange County Property Appraiser



Approximate Representation
Source: Orange County Property Appraiser

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

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

CASE NO: 2014-LA-003592-0

Subdivision 39

Petitioner,

Parcel 173

vs.

KENNETH A. GRIMM and
JANUARY D. GRIMM, et. al.

Respondent(s).

MEDIATED SETTLEMENT AGREEMENT

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

1. Petitioner will pay to Respondent(s), KENNETH A. GRIMM and JANUARY D. GRIMM (referred to as "Respondent") the sum of THREE HUNDRED TWENTY FIVE THOUSAND and NO/100 DOLLARS (\$ 325,000.00) Dollars exactly (\$ 325,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 173, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of ONE HUNDRED SIXTY-FIVE THOUSAND Dollars (\$ 165,000.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of ONE HUNDRED SIXTY THOUSAND and NO/100 DOLLARS Dollars exactly (\$ 160,000.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondent's attorney the sum of FIFTY FIVE TWO THOUSAND EIGHT HUNDRED and NO/100 Dollars (\$ 52,800.00) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondent's attorney the sum of FIFTY ONE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$ 51,600.00) in full settlement and satisfaction of all expert witness fees and costs incurred by Respondent in this case, ~~subject to review and confirmation that each invoice submitted by Respondent's experts was necessary and reasonable. The expert fees are as follows:~~

ALL
SEC/UBK EL

4. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

5. Counsel for Petitioner and Respondent will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board.

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

8. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 173, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.


9. This Settlement Agreement, executed by the parties and their counsel on this 26th day of AUGUST, 2016, contains all the agreements of the parties.




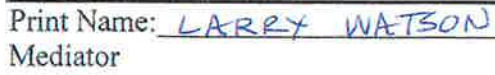
Print Name: LINDA S. BREHMER LAMOSA
Central Florida Expressway Authority




Print Name: KENNETH A. GRIMM
Owner


Print Name: SIDNEY CALLOWAY, ESQ.
Counsel for CFX


Print Name: JANUARY D. GRIMM
Owner


Print Name: LARRY WATSON
Mediator


Print Name: EDGAR LOPEZ, ESQ.
Attorney for Owner



Calhoun, Collister & Parham, Inc.

Real Estate Appraisers & Consultants

Jacksonville Office

10151 Deerwood Park Boulevard
Building 200, Suite 250
Jacksonville, Florida 32256-0557
Phone: (904) 764-0200
Toll Free: (800) 280-8140
Fax: (904) 764-4006

Remit to: Tampa Office

Tampa Office

10014 N. Dale Mabry Highway
Suite 201
Tampa, Florida 33618-4426
Phone: (813) 961-8300
Toll Free: (800) 280-8140
Fax: (813) 962-6363

West Palm Beach Office

777 South Flagler Drive
Suite 800 - West Tower
West Palm Beach, Florida 33401
Phone: (561) 909-3176
Toll Free: (800) 280-8140
Fax: (561) 909-3177

August 24, 2016

Gordon H. Harris
Harris Harris Bauerle Ziegler Lopez
1201 E. Robinson Street
Orlando, FL 32801

OWNER: GRIMM, KENNETH A.
PROJECT: WEKIVA PKWY
COUNTY: ORANGE
FILE NO: 4793

INVOICE

<u>NAME</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>SUBTOTAL</u>
PARHAM	54.25	\$225.00	\$12,206
MEYERS	59.75	\$165.00	\$9,858
DAVIDSON	2.25	\$135.00	\$303
TOTAL INVOICE AMOUNT			\$22,367

Sincerely,

Richard H. Parham
Partner

OWNER: GRIMM, KENNETH A.
FILE NO: 4793
PROJECT: WEKIVA PKWY
COUNTY: ORANGE

PARHAM

DATE	DESCRIPTION	HOURS
01/30/14	ANALYSIS OF PRELIMINARY DATA AND LAY OUT SCOPE OF WORK TO BE CONDUCTED.	2.75
02/12/14	ANALYSIS OF PRELIMINARY SALES DATA.	2.00
04/10/14	REVIEW FILE AND PREPARE FOR INSPECTION TOMORROW.	2.00
04/11/14	PREPARE FOR AND CONDUCT PHYSICAL INSPECTION OF SUBJECT PROPERTY. INSPECT LARGE AREA OF TAKING INCLUDING MULTIPLE CAMELLIA PLANTS AND OTHER IMPROVEMENTS. TAKE DETAILED NOTES AND PHOTOGRAPHS. INSPECT MARKET AREA.	4.50
06/02/14	CONDUCT ANALYSIS OF IMPACT OF TAKING ON REMAINDER PROPERTY. ANALYSIS OF POTENTIAL COMPARABLE SALES.	3.50
06/13/14	CONDUCT HIGHEST AND BEST USE ANALYSIS. REVIEW POTENTIAL COMPARABLE SALES AND COMPARE TO SUBJECT PROPERTY.	3.75
03/19/15	PREPARE FOR INSPECTION OF SUBJECT PROPERTY TOMORROW. ANALYSIS OF POTENTIAL IMPACT OF TAKING ON REMAINDER PROPERTY.	3.25
03/20/15	PREPARE FOR AND CONDUCT PHYSICAL INSPECTION OF SUBJECT PROPERTY. INTERVIEW PROPERTY OWNER REGARDING INVENTORY AND FUNCTION OF PROPERTY. DISCUSS VARIOUS VALUATIONS WITH LAND PLANNER AND DISCUSS NEED FOR ENGINEER AND ARBORIST WITH ATTORNEY.	4.25
04/01/15	CONDUCT ANALYSIS OF POTENTIAL COMPARABLE SALES IN THE MARKET AREA. ASSESS IMPACT OF TAKING ON REMAINDER PROPERTY IN THE AREA.	3.25
04/02/15	CONDUCT ANALYSIS OF POTENTIAL IMPACT OF TAKING ON REMAINDER PROPERTY AND HIGHEST AND BES USE ISSUES. WORK ON OBTAINING INFORMATION RELATIVE TO VALUATION OF IMPROVEMENTS IN THE PART TAKEN.	3.25
05/11/15	CONDUCT ANALYSIS OF ADDITIONAL INFORMATION AND PREPARE FOR CONFERENCE CALL.	2.25
05/13/15	PREPARE FOR AND ATTEND CONFERENCE CALL.	1.75
09/03/15	CONDUCT VALUATION ANALYSIS OF SUBJECT PROPERTY. REVIEW APPRAISAL REPORT AND MAKE EDITS.	5.75
09/21/15	CONDUCT VALUATION ANALYSIS ASSESSING IMPACT OF TAKING ON REMAINDER PROPERTY. DISCUSS VARIOUS VALUATION ISSUES WITH ASSOCIATE.	4.50
10/01/15	FINALIZE APPRAISAL.	1.75

OWNER: GRIMM, KENNETH A.
FILE NO: 4793
PROJECT: WEKIVA PKWY
COUNTY: ORANGE

PARHAM

DATE	DESCRIPTION	HOURS
08/22/16	PRELIMINARY REVIEW OF REVIEW. PREPARE FOR DEPOSITION.	2.75
08/23/16	PREPARE FOR AND ATTEND PRE-MEDIATION CONFERENCE CALL.	3.00
	TOTAL HOURS	54.25

OWNER: GRIMM, KENNETH A.
FILE NO: 4793
PROJECT: WEKIVA PKWY
COUNTY: ORANGE

MEYERS

DATE	DESCRIPTION	HOURS
01/30/14	RESEARCHED COMPARABLE LAND SALES IN ORANGE COUNTY.	3.75
02/12/14	CONDUCTED COMPARABLE SALES RESEARCH.	2.00
04/01/14	CONDUCTED SUBJECT RESEARCH. READ THROUGH CONDEMNOR APPRAISAL REPORT.	3.50
02/27/15	ANALYZED HIGHEST AND BEST USE BEFORE AND AFTER TAKING. REVIEWED EXPRESSWAY STUDIES AND ANALYZED IMPACTS TO REMAINDER PROPERTY.	4.75
03/04/15	RESEARCHED COMPARABLE LAND SALES IN ORANGE COUNTY.	2.00
03/17/15	PREPARED COMPARABLE LAND SALE WRITE-UPS. VERIFIED SALE'S ZONING AND FUTURE LAND USE.	3.50
03/20/15	RESEARCHED ZONING AND LAND USE OF SUBJECT PROPERTY. PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT.	2.50
05/13/15	REVIEWED LAND SALES AND PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT.	2.75
05/19/15	RESEARCHED SUBJECT MARKET AND DEVELOPMENT TRENDS IN AREA. PREPARED BEFORE AND AFTER SUBJECT EXHIBITS.	3.75
06/25/15	READ THROUGH EXPERTS REPORT. ANALYZED HIGHEST AND BEST USE AND DEPRECIATION OF SUBJECT IMPROVEMENTS.	3.75
06/29/15	RESEARCHED AND ANALYZED COST NEW OF SUBJECT IMPROVEMENTS. PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT.	2.75
08/25/15	ANALYZED HIGHEST AND BEST REMAINDER PROPERTY. REVIEWED LANDSCAPING COSTS AND CALCULATED CONTRIBUTORY VALUE OF SITE IMPROVEMENTS.	1.50
08/27/15	PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT. PREPARE SUBJECT EXHIBITS.	5.75
09/02/15	PREPARED NON-VALUATION SECTIONS OF THE APPRAISAL REPORT. RESEARCHED COMPARABLE SALES IN OSCEOLA COUNTY.	4.00
09/16/15	PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT.	1.75
10/01/15	PREPARE AND FINALIZED APPRAISAL REPORT. SENT CLIENT FINAL APPRAISAL REPORT.	4.00
07/11/16	ASSISTED WITH DEPOSITION PREPARATION.	1.00
08/22/16	RESEARCHED COMPARABLE LAND SALES UTILIZED IN APPRAISAL REPORT. REVIEWED FIRM MAPS AND OTHER EXPERTS REPORTS. READ THROUGH REBUTTAL REPORT.	3.75

OWNER: GRIMM, KENNETH A.
FILE NO: 4793
PROJECT: WEKIVA PKWY
COUNTY: ORANGE

MEYERS

DATE	DESCRIPTION	HOURS
08/23/16	PREPARED FOR AND ATTENDED CONFERENCE CALL WITH CLIENT TO DISCUSS CASE MATTERS. ASSISTED WITH MEDIATION PREPARATION AND SENT CLIENT PERTINENT INFORMATION.	3.00
	TOTAL HOURS	59.75

OWNER: GRIMM, KENNETH A.
FILE NO: 4793
PROJECT: WEKIVA PKWY
COUNTY: ORANGE

DAVIDSON

DATE	DESCRIPTION	HOURS
01/23/14	CONDUCTED NE PERIMETER RD PROJECT RESEARCH AND MARKET AREA RESEARCH.	0.50
01/28/14	CONDUCTED SUBJECT PROPERTY AND TAKING RESEARCH. CONDUCTED NE PERIMETER RD PROJECT RESEARCH AND MARKET AREA RESEARCH.	0.25
01/29/14	CONDUCTED SALES RESEARCH AND INITIAL COMPENSATION ANALYSIS.	0.25
01/30/14	RESEARCHED ZONING AND FUTURE LAND USE FOR SUBJECT PROPERTY. CONDUCTED SALES RESEARCH AND DAMAGE ANALYSIS.	1.25
	TOTAL HOURS	2.25



Mr. Green Thumb Horticulturist

303 Arlington Avenue, West
Oldsmar, FL, 34677

Stan DeFreitas
Arborist

813-925-3030
Fax: 813-925-3031

November 17, 2015

INVOICE

Work Performed For: **Edgar Lopez, P. A.**
Harris Harris Bauerle Ziegler Lopez
1201 E Robinson Street
Orlando, FL 32801

<u>DATE</u>	<u>WORK DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
3-27-2015	Consultation: GRIMM, KENNETH Wekiva Parkway Extension Project Parcel 173	3	\$ 525.00
4-3-2015	Review Appraisal Report/Pinel & Carpenter, Inc.	4	700.00
4-7-2015	Review Updated Appraisal/Walter Carpenter	3	525.00
4-15-2015	On site inspection at: 3302 Plymouth Sorrento Road, Apopka, FL		
	Plant Count, measurements, photos	8	1,400.00
	MD – Data Collector – photographer	8	400.00
4-16-2015	Continued Site Inspection	8	1,400.00
	MD – Data Collector – photographer	8	400.00
4-20-2015	Tree Mart Nursery valuation/present day values	4	700.00
4-30-2015	Review Case/report/draft	8	1,400.00
	MD – Report data	8	400.00
5-4-2015	Willow Tree Nursery valuation/present day values	3.5	612.50

INVOICE (con't)

GRIMM, KENNETH

Edgar Lopez, P. A.

<u>DATE</u>	<u>WORK DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
5-13-2015	Review Case/Teleconference/Experts	2	\$ 350.00
5-27-2015	Review/Telephone Consultation/GRIMM Case/update report	6	1,050.00
	MD – Report data	3	150.00
11-17-2015	Review Case/ photos/plant values	<u>2</u>	<u>350.00</u>
Total		78.5	\$ 10,362.50



Mr. Green Thumb Horticulturist

303 Arlington Avenue, West
Oldsmar, FL 34677

Stan DeFreitas
Arborist

813-925-3030
Fax: 813-925-3031

November 17, 2015

INVOICE

Work Performed For: **Edgar Lopez, P. A.**
Harris Harris Bauerle Ziegler Lopez
1201 E Robinson Street
Orlando, FL 32801

<u>DATE</u>	<u>WORK DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
3-27-2015	Consultation: GRIMM, KENNETH Wekiva Parkway Extension Project Parcel 173	3	\$ 525.00
4-3-2015	Review Appraisal Report/Pinel & Carpenter, Inc.	4	700.00
4-7-2015	Review Updated Appraisal/Walter Carpenter	3	525.00
4-15-2015	On site inspection at: 3302 Plymouth Sorrento Road, Apopka, FL		
	Plant Count, measurements, photos	8	1,400.00
	MD – Data Collector – photographer	8	400.00
4-16-2015	Continued Site Inspection	8	1,400.00
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5-4-2015	Willow Tree Nursery valuation/present day values	3.5	612.50

INVOICE (con't)

GRIMM, KENNETH

Edgar Lopez, P. A.

<u>DATE</u>	<u>WORK DESCRIPTION</u>	<u>HOURS</u>	<u>AMOUNT</u>
5-13-2015	Review Case/Teleconference/Experts	2	\$ 350.00
5-27-2015	Review/Telephone Consultation/GRIMM Case/update report	6	1,050.00
	MD – Report data	3	150.00
11-17-2015	Review Case/ photos/plant values	<u>2</u>	<u>350.00</u>
Total		78.5	\$ 10,362.50

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane, Suite 200
Orlando, FL 32814
407-893-6894
fax 407-893-6851

bill to:

Edgar Lopez, Esquire
Harris, Harris, Bauerle, Zeigler and Lopez
1201 E. Robinson Street
Orlando, FL 32801

Invoice Date: 11/18/2015

Invoice Number: 47039H-1

Invoice Amount Due: **\$15,487.50**

JOB: SR 429, Parcel 173

Grimm

Engineering Analysis

Description	Hours	Rate	Fee	Total
Principal (DLM)	47.0	\$250.00	\$11,750.00	\$11,750.00
Senior Designer (JRR)	22.0	\$120.00	\$2,640.00	\$2,640.00
Designer (MP)	4.0	\$90.00	\$360.00	\$360.00
			Subtotal	\$14,750.00
			Expense (5%)	\$737.50
			Total Fee Due	\$15,487.50

Payment Due Upon Settlement of Fees and Costs

We appreciate being part of your team!

Work Descriptions for Daniel L. Morris, P.E.

-47039h

Job Name SR429 P173, Grimm

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
3/30/2015	5.0		review appraisal report and roadway construction plans
4/9/2015	1.5		review updated appraisal report
4/15/2015	5.0		prepare for and make site visit
5/8/2015	2.0		coordinate exhibit preparation
5/20/2015	1.5		coordinate with contractor , coordinate exhibit preparation
8/16/2015	9.0		download and analysis of Orange County Aerial topo maps and roadway compensating storage areas
8/17/2015	8.0		analysis of impacts, preparation of preliminary engineering report
8/18/2015	9.0		analysis of impacts, preparation of preliminary engineering report
10/19/2015	4.0		review drainage calcs and compensating storage calcs
10/20/2015	2.0		review compensating storage calcs
<i>Total Hours:</i>	<i>47.0</i>		

Work Descriptions for John R. Russell

47039H

Job Name *Grimm P173 SR 429*

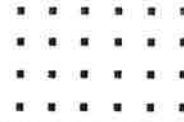
<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
5/6/2015	1.5		DownLoad Appriasal & Roadway Plans and Print
5/7/2015	0.5		Research & Download Digital Aerials
5/7/2015	1.5		Proposed Right of Way & Roadway BaseLines
5/7/2015	2.0		Existing Conditions & Boundary
5/8/2015	1.5		Draft Proposed RoadWay Plans - Ponds & Drainage
5/8/2015	1.5		Draft Proposed RoadWay Plans - Road & Bridge
5/8/2015	1.0		Before Conditions Exhibit
5/8/2015	1.0		Area Of Take Exhibit
5/9/2015	1.0		Draft Proposed RoadWay Plans - RoadWay Shading
5/9/2015	2.5		Draft Proposed RoadWay Plans - Ponds & Drainage
5/9/2015	2.0		Draft Proposed RoadWay Plans - Road & Bridge
5/11/2015	1.5		SetUp & Print Exhibits
5/11/2015	2.5		UnCured Remainder
5/20/2015	2.0		Create Enlarged Exhibits for Contractor Estimating
Total Hours:	22.0		

Work Descriptions for Mitchell Pentecost

-47039H

Job Name *SR 429, P173, Grimm*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
10/15/2015	4.0	Download and organize drainage clacs and compensating storage calcs
<i>Total Hours:</i>	4.0	



Rahenkamp Design Group, Inc.

Invoice submitted to:

Mr. Stumpy Harris
Harris, Harris, Bauerle, Ziegler, Lopez
1201 E. Robinson Street
Orlando, FL 32801

November 16, 2015

In Reference To: Job # 14.069, OOCEA v. Allen R. Conrad, Personal Representative of the Estate of
Jerry K. Conrad
State Road 429/Wekiva Parkway Extension
Parcel No. 173

For Professional Services Rendered:

	<u>Hours</u>	<u>Fees</u>
04/01/14 Review OOCEA appraisal (Pinel & Carpenter)	1.40	315.00
04/08/14 Research Orange County Property Appraiser website for property information and Deed	0.20	8.40
04/11/14 Inspect subject property with Ken Grimm, Richard Parham and Eric Rahenkamp	4.40	660.00
Inspect subject property with Ken Grimm, Richard Parham and Steve Semonich	4.40	990.00
07/23/14 Review Right of Way Maps and print applicable sheets for subject property	0.20	8.40
03/06/15 Conversation with Kelsey Trujeque, Richard Parham & Edgar Lopez re: cataloguing of plant inventory, damages to property	0.20	45.00
Conversation with Eric Rahenkamp, Richard Parham & Edgar Lopez re: cataloguing of plant inventory, damages to property	0.20	24.00
03/19/15 Conversation with Rebecca from Harris, Harris & Bauerle re: site inspection; prepare for site inspection	0.60	72.00
03/20/15 Inspect subject property & surrounding neighborhood with Richard Parham, Edgar Lopez and Ken Grimm	6.00	720.00
04/16/15 Conversation with Rebecca Hoffpaur re: site inspection	0.20	24.00
05/13/15 Conference call with Richard Parham, Stan DeFreitas & Edgar Lopez re: review of taking & plant materials in taking	0.40	90.00
07/06/15 Conversation with Eric Rahenkamp and Edgar Lopez re: proposed cure plan	0.20	24.00

Development Services • Golf Course Architecture • Eminent Domain
Landscape Architecture • Land Use Planning
(LC000343)

2816 S. MacDill Avenue
Tampa, FL 33629

Ph: (813) 835-4022 • Fx: (813) 835-9226
Eric@RDGroup.org • www.RDGroup.org

	<u>Hours</u>	<u>Fees</u>
07/06/15 Telephone conversation with Edgar Lopez re: cure plan preparation	0.20	45.00
07/21/15 Meeting with Steve Semonich and Eric Rahenkamp re: proposed cure plan and cost to cure	0.80	96.00
Meeting with Kelsey Trujeque re: Proposed Cure and items associated with cost to cure	0.40	60.00
07/22/15 Prepare base sheet per update title block information and add surrounding parcels	0.80	96.00
07/23/15 Prepare base sheet per add aerial images	0.40	48.00
07/24/15 Prepare base sheet per plot parent tract and Parcel 173; add dimension labels	1.00	120.00
Prepare Existing Conditions plan per add existing improvements and associated labels	1.00	120.00
Prepare Future Conditions plan per add proposed State Road 429 and associated labels	1.40	168.00
Research Orange County Land Development Code per determine landscape buffer requirements	1.00	120.00
Meeting with Eric Rahenkamp re: proposed cure plan	0.60	72.00
Conversation with Brett Meyers re: proposed cure and highest and best use of subject property	0.40	48.00
07/29/15 Telephone conversation with Edgar Lopez re: proposed cure plan	0.40	48.00
08/06/15 Conversation with Brett Meyer re: cost of proposed cure	0.20	24.00
08/10/15 Meeting with Steve Semonich re: proposed cost to cure	0.40	48.00
Conversation with Tim Roberts re: itemized cost to cure	0.60	72.00
08/11/15 Conversation with Richard Parham re: cost to cure and land planning memo; conversation with R.B. Roberts re: cost to cure	0.60	72.00
Meeting with Eric Rahenkamp re: land planning memo	0.40	48.00
Review construction plans per determine impacts of proposed elevated road project on subject property	0.80	96.00
Research Orange County Zoning and Future Land Use map per determine Zoning and Future Land Use designation of subject property	0.80	96.00
Dictate land planning summation re: future conditions of subject property	1.80	216.00
08/12/15 Dictate land planning summation memo re: effects of roadway project on subject property	0.60	72.00
Review & edit land planning summation memo	0.40	90.00
Prepare location map, tax map, zoning & comp plan exhibits	1.20	144.00
Total Professional Services:	<u>34.60</u>	<u>\$4,999.80</u>

For Expenses Incurred:

	<u>Fees</u>
B&W Xerox:	60.80
Color Xerox:	55.25
Total Expenses:	<u>\$116.05</u>
Total This Invoice:	<u>\$5,115.85</u>

Balance Now Due:

\$5,115.85

R. B. Roberts & Associates, Inc.
General Contractor - State Certified Class "A"

(727) 937-2416
FAX (727) 943-9396
250 SOUTH BEACH DRIVE
TARPON SPRINGS, FLORIDA 34689

CGC 016467

CONSTRUCTION CONSULTING
EXPERT WITNESS
LICENSED - INSURED

November 16, 2015

Edgar Lopez
Harris Harris Bauerle Zieler Lopez
1201 E. Robinson Street
Orlando, Florida 32801

Re: **GRIMM**
Parcels: **173**
Project: **WEKIVA PARKWAY EXTENSION PROJECT / ORANGE COUNTY,
FLORIDA**

STATEMENT FOR MEDIATION ONLY

For professional services rendered in reference to the above mentioned case:

Performed a detailed site inspection of parcel. Reviewed all information received from attorney and other experts. Preparation of a reproduction / replacement cost estimate, and items in the take cost estimate.

Total Due: **\$11,312.50**

Sincerely,



Robert B. Roberts
President

RBR/jh

GRIMM

Parcel: 173

Project: APOPKA COUNTY, FLORIDA

Summary of Professional Services

<u>Date</u>	<u>Service Rendered</u>	<u>Hours</u>
<u>2015</u>		
03/30/15	Phone conference with Mr. Lopez re: new parcel and discussion on direction this parcel will be worked.	.75 P
04/02/15	Notification of meeting / inspection has been scheduled for Wednesday, April 15, 2015 at 11:00 am with owner, attorney, and other experts.	.25 P
04/10/15	Downloaded and reviewed hire letter, appraisal for the Florida Expressway Authority, Valuation date -- November 8, 2013, and updated -- appraisal dated -- May 19, 2014.	1.75 P
04/14/15	Reviewed file and all information pertaining to parcel in preparation of meeting.	1.50 P
04/15/15	Attendance at meeting / inspection on property with attorney and other experts. Measurements, sketches, and photos.	8.00 P
04/16/15	Compilation on information obtained from site inspection / meeting.	1.50 P
05/13/15	Phone conference with other experts re: exchange information to help assist in preparing reports.	.50 P
05/13/15	Downloaded and reviewed engineering sketches.	1.25 P
05/26/15	Downloaded and reviewed copy of area in the take sketch and before take sketch.	1.00 P
06/10/15	Take off's -- reproduction / replacement cost estimate -- general site.	7.50 P 5.50 A
06/11/15	Take off's -- irrigation system and well's.	4.00 P
06/11/15	Take off's -- exterior - residence.	3.75 P 1.00 A
06/12/15	Take off's -- interior -- residence.	3.25 P 1.50 A

Service Rendered page - 2

06/15/15	Take off's – exterior and interior – mobile home - set up and porch only.	2.00 P 1.25 A
06/16/15	Take off's – storage buildings and work shop – exterior and interior.	2.00 P 1.50 A
06/17/15	Take off's – green houses and irrigation electric only.	4.00 P 3.50 A
06/18/15	Take off's – pole shade areas.	3.75 P 3.00 A
06/19/15	Compilation of permits and impact fees.	1.50 P
06/19/15	Phone conference with subcontractors and suppliers re: pricing.	2.25 P
06/22/15	Compilation of preliminary reproduction / replacement cost estimate.	1.50 P 1.25 A
06/23/15	Take off's – items in the take cost estimate.	4.50 P 4.00 A
06/24/15	Completion and preparation of breakdown for preliminary reproduction / replacement cost estimate and preliminary items in the take cost estimate.	1.50 P <u>1.25 A</u>
	Total hours:	81.75

P – Principal 58.00 hours @ \$150.00 = \$8,700.00
A – Associate 23.75 hours @ \$110.00 = \$2,612.50

Selection Criteria

Date range :Earliest through 8/16/16
 Slip numbers :All
 PROFESSIONAL :All
 Client :ZHARIS-ERINOM
 Activity :All
 Custom Fields :All
 Reference :All
 Slip status :Open
 Billing status :Hold
 Rate source :All at level All
 Bookmark slips :Not checked
 Hours :All
 Dollars :All
 Variance :Not checked

For time: s=spent u=unbillable e=estimated v=variance

Date / Start Time	PROFESSIONAL	Rate	Time	Total
Reference	Client	Level		
Description	Slip# Activity			
<u>Client - ZHARIS-ERINOM</u>				
.....29077		275.00	0.75s	206.25
3/10/14	PHIFER, S.C.	1		
OBTAIN AND GENERATE RELEVANT	ZHARIS-ERINOM			
PORTIONS OF REAL ESTATE	VALUATION			
APPRAISAL AND OTHER REPORTS				
FOR FUTURE ANALYSIS	ON HOLD			
.....29105		310.00	0.50s	155.00
3/10/14	MORGENSTERN-L J	1		
OPEN FILE	ZHARIS-ERINOM			
	VALUATION			
	ON HOLD			
.....29106		310.00	0.25s	77.50
3/10/14	MORGENSTERN-L J	1		
DOWNLOAD AND PRELIMINARY	ZHARIS-ERINOM			
REVIEW OF DOCUMENTS RECEIVED	VALUATION			
	ON HOLD			

Date 8/16/16
Time 4:24 pm

MORGENSTERN PHIFER & MESSINA, P.A.
Detail Slip Listing

For time: s=spent u=unbillable e=estimated v=variance

Date / Start Time	PROFESSIONAL			
Reference	Client	Rate		
Description	Slip# Activity	Level	Time	Total
<u>Client - ZHARIS-ERINOM</u>				
.....29407		310.00	1.50s	465.00
3/31/14	MORGENSTERN-L J	1		
TRAVEL TO AND FROM MEETING	ZHARIS-ERINOM			
IN ORLANDO (PORTION OF TIME)	VALUATION			
	ON HOLD			
.....29408		310.00	2.00s	620.00
3/31/14	MORGENSTERN-L J	1		
PREPARE FOR AND ATTEND	ZHARIS-ERINOM			
MEETING WITH MR. GRIM,	VALUATION			
STUMPY HARRIS AND RICHARD	ON HOLD			
PARHAM, DISCUSS HISTORICAL				
BUSINESS OPERATIONS AND				
EXPECTED AFFECT OF TAKING,				
DISCUSS FINANCIAL RECORDS				
AVAILABLE, INHERITED ASSETS,				
VALUE OF FEEDER TREES AND				
OTHER MATTERS				
.....29358		220.00	2.75s	605.00
4/1/14	GRAFF, BRIAN K.	1		
REVIEW FILE NOTES, RESEARCH	ZHARIS-ERINOM			
CLIENT VIA WEB BASED	VALUATION			
DATABASES; DETERMINE	ON HOLD			
DOCUMENTS NEEDED TO BEGIN				
ANALYSIS & DRAFT				
CORRESPONDENCE TO CLIENT				
REQUESTING SAME				
.....29418		310.00	0.50s	155.00
4/1/14	MORGENSTERN-L J	1		
DISCUSS RESULTS OF PRIOR DAY	ZHARIS-ERINOM			
MEETING, LEGAL ISSUES AND	VALUATION			
THOUGHTS CONCERNING WAY TO	ON HOLD			
MEASURE DAMAGES				

For time: s=spent u=unbillable e=estimated v=variance

Date / Start Time	PROFESSIONAL			
Reference	Client	Rate		
Description	Slip# Activity	Level	Time	Total
<u>Client - ZHARIS-ERINOM</u>				
.....29500		310.00	0.25s	77.50
4/8/14	MORGENSTERN-L J	1		
CONFERENCE CALL STUMPY AND	ZHARIS-ERINOM			
THEN RICHARD PARHAM ON	VALUATION			
BUSINESS DAMAGE ISSUES				
	ON HOLD			
.....30167		310.00	1.00s	310.00
5/19/14	MORGENSTERN-L J	1		
TRAVEL TO AND FROM SITE IN	ZHARIS-ERINOM			
APOPKA (PORTION OF TIME)	VALUATION			
	ON HOLD			
.....30170		310.00	1.00s	310.00
5/19/14	MORGENSTERN-L J	1		
REVIEW FILES IN PREPARATION	ZHARIS-ERINOM			
FOR AND OBSERVE BUSINESS	VALUATION			
OPERATIONS				
	ON HOLD			
.....30174		310.00	0.50s	155.00
5/20/14	MORGENSTERN-L J	1		
DISCUSS SITE VISIT WITH	ZHARIS-ERINOM			
STUMPY HARRIS AND RICHARD	VALUATION			
PARHAM, DISCUSS LEGAL ISSUES				
RELATED TO CLAIM PREPARATION	ON HOLD			
WITH STUMPY				
.....30264		310.00	0.25s	77.50
5/27/14	MORGENSTERN-L J	1		
CONFERENCE CALL RUSS CONRAD	ZHARIS-ERINOM			
(BROTHER OF FORMER OWNER IN	VALUATION			
KENTUCKY) IN ATTEMPT TO				
LOCATE ACCOUNTING RECORDS	ON HOLD			
AND DISCUSS WITH STUMPY				
HARRIS				

Date 8/16/16
Time 4:24 pm

MORGENSTERN PHIFER & MESSINA, P.A.
Detail Slip Listing

For time: s=spent u=unbillable e=estimated v=variance

Date / Start Time	PROFESSIONAL			
Reference	Client	Rate		
Description	Slip# Activity	Level	Time	Total
<u>Client - ZHARIS-ERINOM</u>				
.....30270		310.00	0.25s	77.50
5/29/14	MORGENSTERN-L J	1		
DOWNLOAD AND PRELIMINARY	ZHARIS-ERINOM			
REVIEW OF APPRAISAL REPORT	VALUATION			
	ON HOLD			
.....31388		310.00	0.25s	77.50
8/7/14	MORGENSTERN-L J	1		
EMAIL CORRESPONDENCE AND	ZHARIS-ERINOM			
TELEPHONE CONFERENCE WITH	VALUATION			
STUMPY HARRIS				
	ON HOLD			
.....31783		275.00	0.50s	137.50
8/29/14	PHIFER, S.C.	1		
REVIEW FINANCIAL DATA	ZHARIS-ERINOM			
RECEIVED FROM OUTSIDE	VALUATION			
ACCOUNTANT; DETERMINE				
ADDITIONAL DATA NEEDED AND	ON HOLD			
ATTEMPT TO CONTACT LARRY				
WHITLEY				
.....32259		275.00	0.25s	68.75
9/25/14	PHIFER, S.C.	1		
CONFERENCE WITH LARRY	ZHARIS-ERINOM			
WHITLEY ABOUT ADDITIONAL	VALUATION			
FINANCIAL DATA AVAILABLE AND				
REQUESTED	ON HOLD			
.....32297		170.00	1.25s	212.50
9/29/14	FULLENWIDER, S.	1		
INPUT AND ANALYZE REVENUE	ZHARIS-ERINOM			
AND EXPENSES PER FORM 1040	VALUATION			
SCHEDULE F FOR THE YEARS				
ENDED DECEMBER 31, 2009	ON HOLD			
THROUGH 2012				

Date 8/16/16
Time 4:24 pm

MORGENSTERN PHIFER & MESSINA, P.A.
Detail Slip Listing

For time: s=spent u=unbillable e=estimated v=variance

Date / Start Time	PROFESSIONAL	Rate		
Reference	Client	Level	Time	Total
Description	Slip# Activity			
<u>Client - ZHARIS-ERINOM</u>				
.....32298		170.00	0.50s	85.00
9/29/14	FULLENWIDER, S.	1		
PREPARE LETTER AND PACKAGE	ZHARIS-ERINOM			
WITH DOCUMENTS CONTAINED IN	VALUATION			
FILE				
	ON HOLD			
.....32448		310.00	1.00s	310.00
9/29/14	MORGENSTERN-L J	1		
REVIEW FINANCIAL INFORMATION	ZHARIS-ERINOM			
AND DISCUSS WITH STUMPY	VALUATION			
HARRIS				
	ON HOLD			
.....32620		170.00	0.50s	85.00
10/13/14	FULLENWIDER, S.	1		
UPDATE ANALYSIS OF REVENUE	ZHARIS-ERINOM			
AND EXPENSES PER FORM 1040	VALUATION			
SCHEDULE F FOR THE YEARS				
ENDED DECEMBER 31, 2009	ON HOLD			
THROUGH 2012				
.....32695		275.00	1.50s	412.50
10/13/14	PHIFER, S.C.	1		
REVIEW FILE NOTES, FINANCIAL	ZHARIS-ERINOM			
DATA RECEIVED, ETC.; REVIEW	VALUATION			
DETAILED INCOME AND EXPENSES				
FOR YEARS ENDED DECEMBER 31,	ON HOLD			
2008 THROUGH 2012 PER				
SCHEDULE F OF FORM 1040 FOR				
JERRY CONRAD; DETERMINE				
MODIFICATIONS NEEDED				
.....32696		275.00	0.25s	68.75
10/13/14	PHIFER, S.C.	1		
REVIEW FILE AND DOCUMENT	ZHARIS-ERINOM			
PACKAGE FOR SUBMISSION TO	VALUATION			
ATTORNEY				
	ON HOLD			

Date 8/16/16
Time 4:24 pm

MORGENSTERN PHIFER & MESSINA, P.A.
Detail Slip Listing

For time: s=spent u=unbillable e=estimated v=variance

Date / Start Time	PROFESSIONAL	Rate		
Reference	Client	Level	Time	Total
Description	Slip# Activity			

Client - ZHARIS-ERINOM

.....32696 cont.

.....47106		275.00	0.50s	137.50
6/3/16	PHIFER, S.C.	1		
CONFERENCE WITH EDGAR LOPEZ	ZHARIS-ERINOM			
REGARDING POTENTIAL BUSINESS VALUATION				
DAMAGES, INVENTORY LOSSES,				
GERSON REPORT, ETC.; REVIEW	ON HOLD			
FILE				

.....49340		310.00	2.00s	620.00
8/16/16	MORGENSTERN-L J	1		
ESTIMATED TIME TO PREPARE	ZHARIS-ERINOM			
FOR AND ATTEND FEE HEARING	VALUATION			
	ON HOLD			

Subtotal for - Client ZHARIS-ERINOM				
PROFESSIONAL			20.00s	5506.25
Client				0.00
Activity				0.00
Billable		20.00		5506.25
Unbillable				0.00

GRAND TOTAL				
PROFESSIONAL			20.00s	5506.25
Client				0.00
Activity				0.00
Billable		20.00		5506.25
Unbillable				0.00


CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: September 26, 2016

RE: *Central Florida Expressway Authority v. Lake County Fruit Corporation, a dissolved Florida Corporation, Case No. 2015-CA-001217, Parcels 331/332*
Parcel 331: South Side of State Road (SR) 46, North of Atlantic Coast Line Rail
Parcel 332: Southeast side of SR 46, Northwest of Atlantic Coast Line Rail

OWNERSHIP

Lake County Fruit Corporation, a dissolved Florida corporation, is the owner of the properties identified as Parcels 331 and 332. On or about June 7, 1966, Lake County Fruit Corporation was dissolved by Proclamation issued by the Governor for failure to file its annual reports and pay its corporation capital stock tax. The Proclamation is recorded in the Official Records of Lake County, Florida, at O.R. Book 450, Page 770.

According to an Affidavit recorded in 1982 in the Official Records of Lake County, Florida, at O.R. Book 762, Page 1565, and other records maintained by the State of Florida, Office of Vital Statistics, C.E. Duncan, also known as Carl E. Duncan, was the last surviving director of the dissolved corporation. C.E. Duncan passed away when he was 90 years old on July 23, 1989.

After additional research and review, the son and former law partner of the last surviving director of the Lake County Fruit Corporation was located and contacted. His name is C. Michael Duncan, Esq. Mr. Duncan has been appointed by the Court as the Administrator Ad Litem for Lake County Fruit Corporation.

PROPERTY DESCRIPTION AND ESTIMATES OF VALUE

Parcel 331, Part A & B consists of 0.557 acres or 24,270 square feet of property with 24.82 feet of depth along the eastern border, 998.95 feet along the southeast side of SR 46, 242.15 feet along the southern border, and 759.72 feet along the northwest side of the Atlantic Coast Line rail right-of-way. The property is zoned Planned Commercial (CP) with a future land use of Regional Office by Lake County. The property is appraised at \$1.00 per square foot for a total of \$24,270.

Parcel 332 consists of 0.860 acres or 37,462 square feet of property with 19.88 feet of depth along the eastern border, 1,398.65 feet along the southeast side of SR 46, 24.82 feet along the western border, and 1,436.19 feet along the northwest side of the Atlantic Coast Line rail right-of-way. The property is zoned Planned Commercial (CP) with a future land use of Regional Office

Project: 429-206, Parcels 331/332
Owner: Lake County Fruit Corporation

by Lake County. The property is appraised at \$1.00 per square foot plus \$900 for improvements consisting of driveways, a wooden sign, and mailboxes, for a total of **\$38,360**.

The total estimates of value for Parcel 331 and Parcel 332 is the sum of \$24,270 and \$38,360, which is **\$62,630**.

PROPOSED SETTLEMENT

Mr. Duncan, as Administrator Ad Litem for the Lake County Fruit Corporation, has indicated that he needs to expend substantial time, effort and some expense to engage in an exhaustive search to determine whether any other beneficiaries of the dissolved Lake County Fruit Corporation can be located. A list of the proposed actions by the Administrator Ad Litem, Mr. Duncan, is attached hereto as **Exhibit A**.

After informal communications and discussions, the parties reached a proposed Joint Motion for Stipulated Final Judgment in the amount of **\$64,000**, resolving all claims for compensation from Petitioner resulting from the taking of Parcels 331/332, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim, for an additional payment of **\$1,370**.

REQUEST

Board approval is requested to accept the proposed Joint Motion for Stipulated Final Judgment in the amount of **\$64,000**, resolving all claims for compensation from Petitioner resulting from the taking of Parcels 331/332, including severance damages, business damages, tort damages, interest, attorney's fees, expert fees, costs, and any other claim.

The Right of Way Committee recommended approval on September 28, 2016.

Attachments: A - List of Proposed Actions
B - Joint Motion for Stipulated Final Judgment

Reviewed by: _____



1. A check of the records of the clerk of the circuit court with respect to any transaction to which the LCFC was a party, as indicated in the partial abstract obtained in conjunction with the ~~foreclosure~~ current proceeding.
2. A check of the records of the Florida Secretary of State to see if any of the directors was an officer of any other corporation.
3. A check of the phone book and city directory regarding directors' possible relations.
4. A search of the tax collector's receipt book.
5. A check with directors' possible attorney(s), or others likely to know the whereabouts of possible heirs.
6. Post office inquiries per <http://about.usps.com/who-we-are/foia/coa-or-boxholder-form.pdf>.
7. A check with the director of the Department of Highway Safety and Motor Vehicles per www.flhsmv.gov/dmv/forms/BTR/90510.pdf.
8. A check with local police departments (as applicable).
9. Online "PhoneDetective" search.
10. Check of other internet sites.
11. Review of Probate dockets in appropriate county(s).
12. At least a cursory report by professional Skip Trace.
13. Newspaper notices re potential heirs in locales where appropriate.

Note that this list is not complete.

EXHIBIT A

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE 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,

CASE NO. 2015-CA-001217

v.

Parcels 331 and 332

LAKE COUNTY FRUIT CORPORATION, a dissolved
Florida corporation, et al.,


Judge Davis

Respondents.

**JOINT MOTION FOR STIPULATED FINAL JUDGMENT
WITH DIRECTIONS FOR DISBURSEMENT AS TO PARCELS 331 AND 332**

Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, and Respondent,
LAKE COUNTY FRUIT CORPORATION, a dissolved Florida corporation, by and through the
undersigned counsel, respectfully move for entry of the attached Stipulated Final Judgment with
Directions for Disbursement as to Parcels 331 and 332. The undersigned attorneys are authorized
to enter into this Motion.

LINDA S. BREHMER LANOSA, ESQ.
Florida Bar No. 901296
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
(407) 690-5000 (main)
(407) 690-5382 (direct)
Linda.Lanosa@cfxway.com;
Mimi.Lamaute@cfxway.com;
Counsel for Petitioner



C. MICHAEL DUNCAN, ESQ.
1018 Belmont Circle
Tavares, FL 32778
Phone: (352) 742-1909
FAX: (866) 856-4379
duncanlawofficespa@gmail.com
Attorney for Lake County Fruit Corporation

Dated: _____, 2016

EXHIBIT B

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the ____ of _____, 2016, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to the following:

ROBERT Q. WILLIAMS, ESQ.
rqw@wssattorneys.com
Williams, Smith & Summers, P.A.
380 W. Alfred Street
Tavares, FL 32778
*Attorneys for Respondent,
Bob McKee, Lake County Tax Collector*

C. MICHAEL DUNCAN, ESQ.
1018 Belmont Circle
Tavares, FL 32778
Phone: (352) 742-1909
FAX: (866) 856-4379
duncanlawofficespa@gmail.com

LINDA S. BREHMER LANOSA
Deputy General Counsel
Florida Bar No. 901296
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
Telephone: (407) 690-5000
Linda.Lanosa@CFXWay.com
Mimi.Lamaute@CFXWay.com
Counsel for Central Florida Expressway Authority

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE 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,

CASE NO. 2015-CA-001217

v.

Parcels 331 and 332

LAKE COUNTY FRUIT CORPORATION, a dissolved
Florida corporation, LAKE COUNTY FLORIDA, a
political subdivision of the State of Florida, UNKNOWN
TENANTS AND OTHER PARTIES IN POSSESSION,
and BOB McKEE, LAKE COUNTY TAX COLLECTOR,

Judge Davis

Respondents.

STIPULATED FINAL JUDGMENT WITH DIRECTIONS FOR DISBURSEMENT
AS TO PARCELS 331 AND 332

THIS CAUSE having come on for consideration upon the Joint Motion for entry of a Stipulated Final Judgment by the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“Petitioner”), and the Respondent, LAKE COUNTY FRUIT CORPORATION, a dissolved Florida corporation, as the fee owner of Parcels 331 and 332, and it appearing to the Court that the parties were authorized to enter into such motion, the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, finds:

- A. The taking is necessary for a public purpose.
- B. This Court found that the good faith estimate of value was **Twenty-Four Thousand Two Hundred Seventy Dollars Exactly** (\$24,270.00) for Parcel 331 and **Thirty-**

Eight Thousand Three Hundred Sixth Dollars Exactly (\$38,360.00) for Parcel 332, for a total of Sixty-Two Thousand Six Hundred Thirty Dollars (\$62,630), which sum was previously deposited into the Registry of the Court.

- C. Respondent agrees to resolve full compensation for the taking of Parcels 331 and 332.
- D. The compensation to be paid by Petitioner is full, just and reasonable for all parties concerned.
- E. That the parties have waived the right to trial by jury and consent to the immediate entry of this Stipulated Final Judgment. Accordingly, it is

ORDERED AND ADJUDGED as follows:

1. That full and complete compensation for the taking of Parcels 331 and 332, including damages resulting to the remainder and for any other damages of any kind and nature, including severance damages, business damages, tort damages (if any), interest, attorneys' fees, expert fees, costs, and any other claim, is the sum of Sixty-Four Thousand Dollars exactly (\$64,000.00).

2. That title to the property designated as Parcels 331 and 332 and more particularly described below:

SEE EXHIBIT "A" ATTACHED HERETO

vested in the Petitioner, Central Florida Expressway Authority, pursuant to the Orders of Taking and deposit of money made on or about August 27, 2015. The vesting of title is hereby approved, confirmed and ratified.

3. That there shall be no further claim by the Respondent, Lake County Fruit Corporation, and all parties claiming by, through, under or against said Respondent, in this action for any further monies from the Petitioner.

4. That within twenty (20) days after receipt by the Petitioner of this Stipulated Final Judgment, Petitioner shall deposit the total amount of One Thousand Three Hundred Seventy Dollars (\$1,370.00) into the Registry of the Court, which sum represents the difference between full compensation and the amount previously deposited.

5. In addition, Petitioner shall pay the eminent domain registry deposit fee of \$170.00 to the Lake County Clerk of the Court by issuing a check made payable to "Neil Kelly, Clerk of the Circuit Court."

6. Respondent shall be fully responsible for any and all apportionment claims as may be asserted by other parties with respect to the compensation proceeds as described in Paragraph 3 of this Stipulated Final Judgment.

7. Respondent's counsel shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form pursuant to Section 286.23, Florida Statutes. Additionally, it is

ORDERED AND DIRECTED that after the above-referenced deposit is made, the Clerk of the Court shall issue a check made payable to the "Duncan Law Offices P.A. Trust Account" in the amount of **Sixty-Four Thousand Dollars (\$64,000)** and mail said check to C. MICHAEL DUNCAN, ESQ., 1018 Belmont Circle, Tavares, FL 32778, as payment in full for all sums due hereunder.

DONE AND ORDERED in Chambers at Tavares, Lake County, Florida, this _____ day of _____, 2016.

HEIDI DAVIS
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was transmitted by U.S. Mail on this _____ day
of _____, 2016 to:

C. MICHAEL DUNCAN, ESQ.
1018 Belmont Circle
Tavares, FL 32778
Phone: (352) 742-1909
FAX: (866) 856-4379
duncanlawofficespa@gmail.com

LINDA S. BREHMER LANOSA
Deputy General Counsel
Florida Bar No. 901296
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807

ROBERT Q. WILLIAMS, ESQ.
rqw@wssattorneys.com
Williams, Smith & Summers, P.A.
380 W. Alfred Street
Tavares, FL 32778
*Attorneys for Respondent,
Bob McKee, Lake County Tax Collector*

Judicial Assistant / Attorney

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 331
PART A**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, lying North of the Atlantic Coast Line Rail Road right of way and South of State Road 46 right of way, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run North 01°18'30" West along the East line of said Southwest 1/4, a distance of 283.42 feet to a point on the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5 and the POINT OF BEGINNING; thence departing said East line, run South 67°42'49" West along said Northerly right of way line, a distance of 513.73 feet; thence departing said Northerly right of way line, run North 26°20'19" West, a distance of 22.46 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Map Book 11, Page 1, Public Records of Lake County, Florida; thence the following two calls along said Southerly right of way line; thence run North 72°34'39" East, a distance of 35.11 feet; thence run North 67°16'26" East, a distance of 489.23 feet to a point on said East line; thence departing said Southerly right of way line, run South 01°18'30" East along said East line, a distance of 24.82 feet to the POINT OF BEGINNING.

Containing 0.253 acres (11,032 square feet), more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 331
PART B**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, lying north of the Atlantic Coast Line Rail Road right of way and South of State Road 46 right of way, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run North 01°18'30" West along the East line of said Southwest 1/4, a distance of 283.42 feet to a point on the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5; thence departing said East line, run South 67°42'49" West along said Northerly right of way line, a distance of 513.73 feet to the POINT OF BEGINNING; thence continue South 67°42'49" West along said Northerly right of way line, a distance of 246.01 feet to a point on the South line of the said Southwest 1/4; thence departing said Northerly right of way line, run South 89°36'52" West along said South line, a distance of 242.15 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Map Book 11, Page 1, Public Records of Lake County, Florida; thence departing said South line, run the following four calls along said Southerly right of way line; thence run North 82°56'17" East, a distance of 18.34 feet; thence run North 79°08'34" East, a distance of 131.63 feet; thence run North 75°45'36" East, a distance of 172.12 feet; thence run North 72°34'39" East, a distance of 152.52 feet; thence departing said Southerly right of way line, run South 26°20'19" East, a distance of 22.46 feet to the POINT OF BEGINNING.

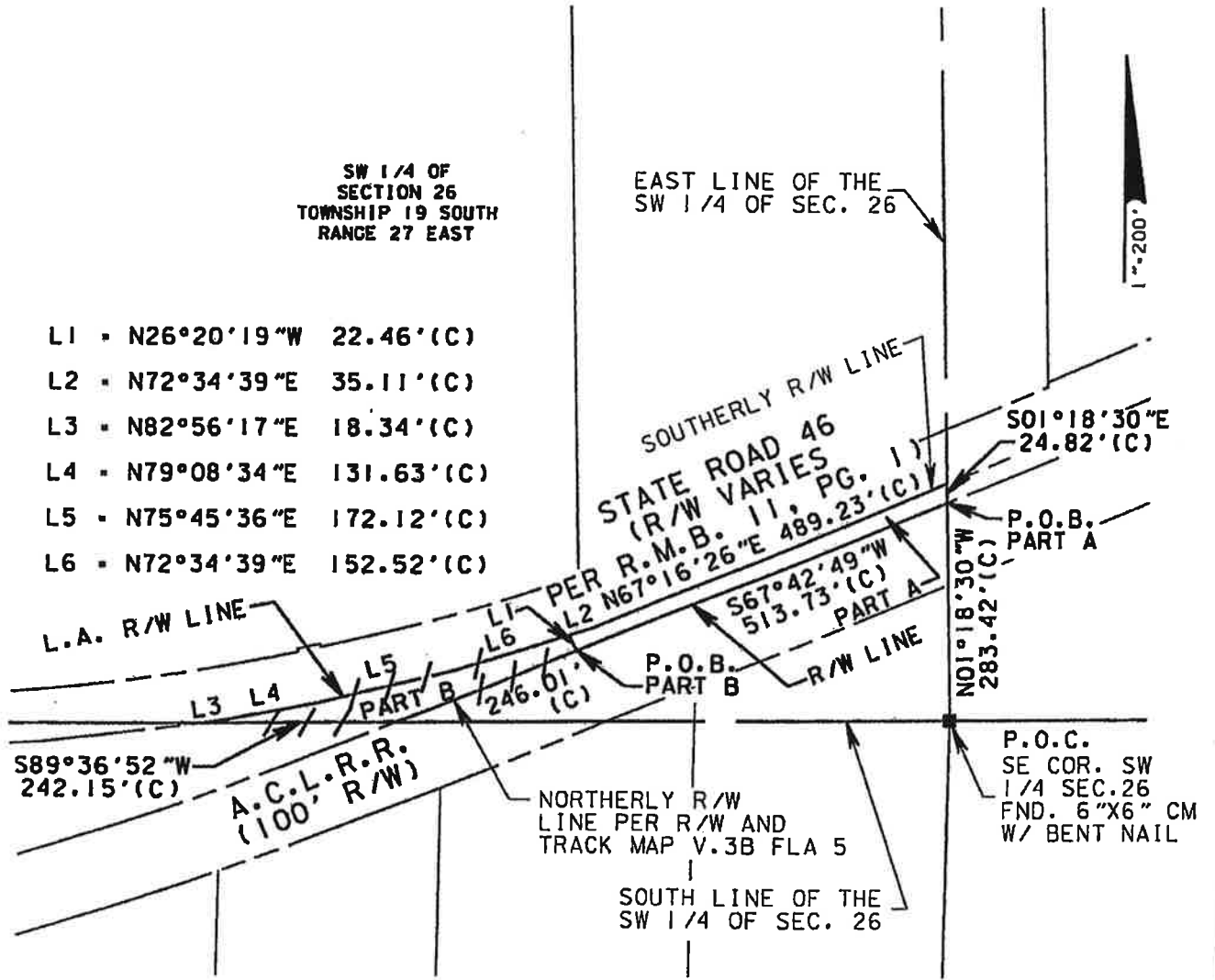
Containing 0.304 acres (13,238 square feet), more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.


PARCEL: 331
SECTION 26
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SW 1/4 OF
SECTION 26
TOWNSHIP 19 SOUTH
RANGE 27 EAST

- L1 - N26°20'19"W 22.46'(C)
- L2 - N72°34'39"E 35.11'(C)
- L3 - N82°56'17"E 18.34'(C)
- L4 - N79°08'34"E 131.63'(C)
- L5 - N75°45'36"E 172.12'(C)
- L6 - N72°34'39"E 152.52'(C)



SEE SHEETS 1 AND 2 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 FOR NOTES AND LEGEND
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
		DRMP PROJECT NO. 12-0150.000		SHEET 3 OF 4		DATE: 06/27/14	
		REVISE LEGAL		ALQ 1/15		SCALE: 1" = 200	
		PER COMMENTS		CWW 9/14		CHECKED: ALQ	
REVISION		BY		DATE		DRAWN: BJP	
						SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 331



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4887605, DATED JULY 29, 2014.

LEGEND:

- | | |
|---|--------------------------------|
| A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD | M.B. = MAP BOOK |
| (C) = CALCULATED DATA | OR = OFFICIAL RECORDS BOOK |
| C.B. = CHORD BEARING | ℙ = PROPERTY LINE |
| C.D. = CHORD DISTANCE | P.O.B. = POINT OF BEGINNING |
| COR. = CORNER | P.O.C. = POINT OF COMMENCEMENT |
| CM = CONCRETE MONUMENT | No. = NUMBER |
| (D) = DEED DATA | PG = PAGE |
| EXIST. = EXISTING | R = RADIUS |
| FND. = FOUND | REQ. = REQUIRED |
| I.D. = IDENTIFICATION | R.M.B. = ROAD MAP BOOK |
| IP = IRON PIPE | R/W = RIGHT-OF-WAY |
| L = ARC LENGTH | SEC. = SECTION |
| L.A. = LIMITED ACCESS | Δ = CENTRAL ANGLE |
| L.B. = LICENSED BUSINESS | |

SEE SHEET 3 OF 4 FOR SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 4	DATE: 06/27/14
	REVISE LEGAL	ALO	1/15
	PER COMMENTS	CWV	9/14
	REVISION	BY	DATE
		SCALE: 1" = 200'	CHECKED: ALO
		DRAWN: BJP	SKETCH PREPARED BY  DRMP ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 332

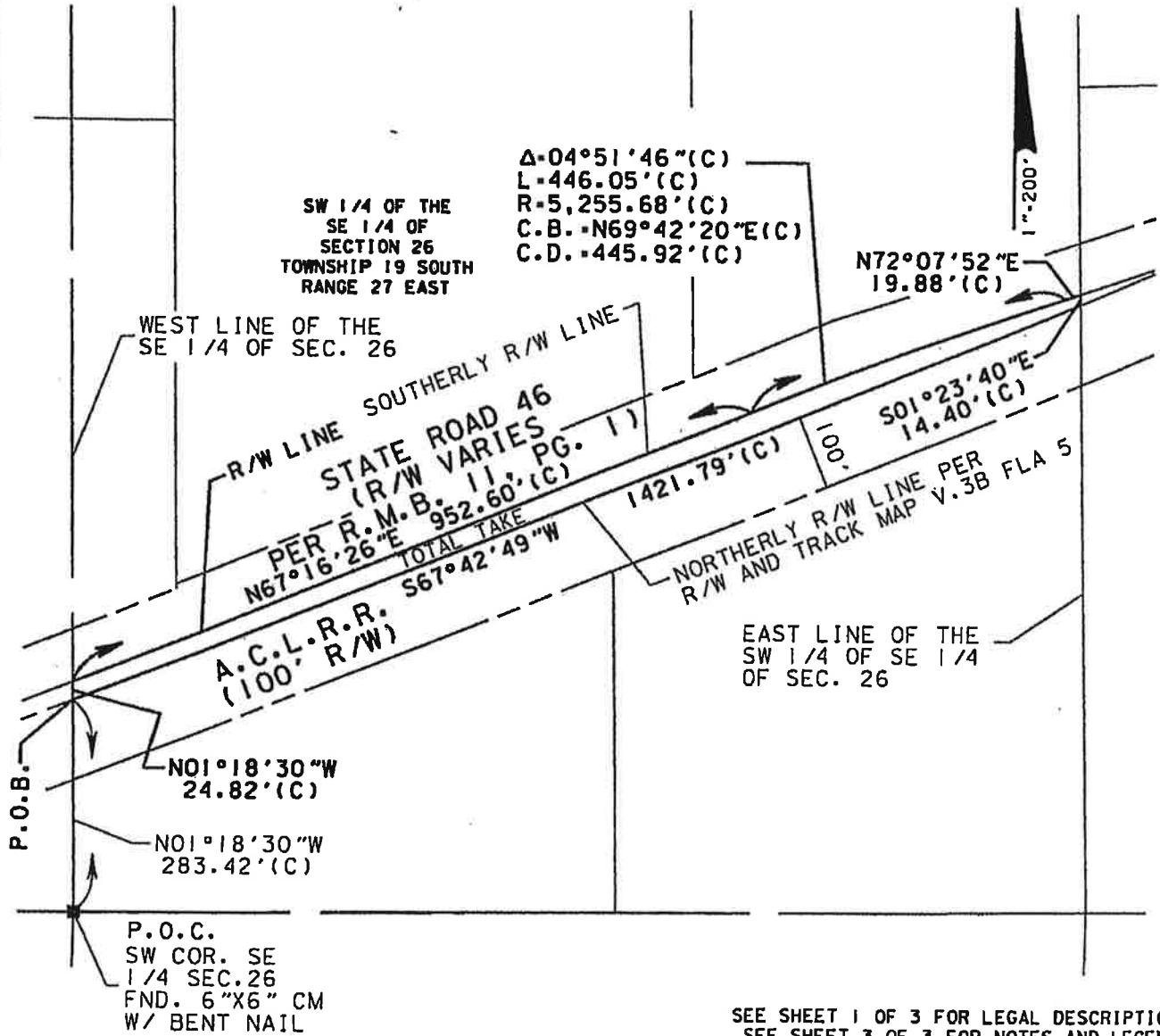
**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

That part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, lying north of the Atlantic Coast Line Rail Road right of way and South of State Road 46 right of way, being more particularly described as follows:


Commence at the Southwest corner of the Southeast 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, said point being a 6"x6" concrete monument with bent nail; thence run North 01°18'30" West along the West line of said Southeast 1/4, a distance of 283.42 feet to a point on the Northerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5 and the POINT OF BEGINNING; thence continue North 01°18'30" West along said West line, a distance of 24.82 feet to a point on the Southerly right of way line of State Road 46 per FDOT Maintenance Map recorded in Road Map Book 11, Page 1, Public Records of Lake County, Florida; thence departing said West line, run North 67°16'26" East along said Southerly right of way line, a distance of 952.60 feet to a point on a curve, concave to the Southeast, having a Radius of 5255.68 feet and a Central Angle of 04°51'46"; thence run Northeastly along the Arc of said curve and along said Southerly right of way line, a distance of 446.05 feet (Chord Bearing = North 69°42'20" East, Chord Distance = 445.92 feet) to the end of said curve; thence run North 72°07'52" East along said Southerly right of way line, a distance of 19.88 feet to a point on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26; thence, departing said Southerly right of way line, run South 01°23'40" East along said East line, a distance of 14.40 feet to a point on the Northerly right of way line of said Rail Road; thence departing said East line, run South 67°42'49" West along said Northerly right of way line, a distance of 1421.79 feet to the POINT OF BEGINNING.

Containing 0.860 acres, more or less.

PARCEL: 332
 SECTION 26
 TOWNSHIP 19 SOUTH
 RANGE 27 EAST



SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
 SEE SHEET 3 OF 3 FOR NOTES AND LEGEND
 THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
		DRMP PROJECT NO. 12-0150.000		SHEET 2 OF 3		DATE: 06/23/14	
		REVISE LEGAL		ALG		SCALE: 1" = 200'	
		TOTAL TAKE		CWW		11/14	
		PER COMMENTS		CWW		9/14	
REVISION		BY		DATE		DRAWN: BJP	
						SKETCH PREPARED BY  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	

PARCEL: 332

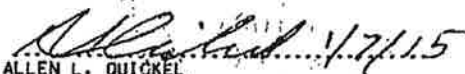

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 01°18'30" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. THE RIGHT-OF-WAY SHOWN FOR STATE ROAD 46 IS BASED ON A MAINTENANCE MAP PREPARED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN ROAD PLAT BOOK 11, PAGE 1 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
4. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT OF TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4887619, DATED JULY 29, 2014.

LEGEND:

- | | |
|---|--------------------------------|
| A.C.L.R.R. = ATLANTIC COAST LINE RAILROAD | M.B. = MAP BOOK |
| (C) = CALCULATED DATA | OR = OFFICIAL RECORDS BOOK |
| C.B. = CHORD BEARING | PL = PROPERTY LINE |
| C.D. = CHORD DISTANCE | P.O.B. = POINT OF BEGINNING |
| COR. = CORNER | P.O.C. = POINT OF COMMENCEMENT |
| CM = CONCRETE MONUMENT | No. = NUMBER |
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| I.D. = IDENTIFICATION | R.M.B. = ROAD MAP BOOK |
| IP = IRON PIPE | R/W = RIGHT-OF-WAY |
| L = ARC LENGTH | SEC. = SECTION |
| L.B. = LICENSED BUSINESS | Δ = CENTRAL ANGLE |

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)	
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 06/23/14	
	REVISE LEGAL	ALQ	1/15	
	TOTAL TAKE	CWW	11/14	SCALE: 1" = 200'
	PER COMMENTS	CWW	9/14	CHECKED: ALQ
	REVISION	BY	DATE	DRAWN: BJP
SKETCH PREPARED BY  DRMP SURVEYORS • ENGINEERS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648				


CONSENT AGENDA ITEM

#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: September 26, 2016

RE: *Central Florida Expressway Authority v. Cecil and Frankie Benton et al.*,
Case No. 2015-CA-001237, Parcels 322 and 822
Location: 22521 Coronado Somerset Drive, Sorrento, Lake County, Florida
Parent: 5.11 acres; Taking: 1.322 acres and 0.18 acres; Remainder: 3.607 acres

DESCRIPTION OF PROPERTY AND TAKING

Cecil and Frankie Benton are the owners of a 5.11-acre tract of property off of Coronado Somerset Drive, which is south of Wolf Branch Road and west of County Road 437 in Lake County, Florida. The property has a zoning designation of Agriculture District and a future land use designation of Regional Office. The property is improved with a 1,674-square-foot residence built in 1973. It has 3 bedrooms, 2 bathrooms, kitchen, family room, living room, dining room, office, and laundry room. The property is encumbered with a non-exclusive right-of-way easement for Coronado Somerset Drive. The easement is improved with a two-lane asphalt paved road and is 60 feet wide.

The taking consists of two parcels. Parcel 322 is a 1.322-acre fee simple taking in the southwest corner of the property. Parcel 822 is a 0.181-acre easement along Coronado Somerset Drive. The remainder is 3.607 acres. In the after condition, the property will be adjacent to an elevated expressway and the home will be close to the limited access boundary line.

CFX'S APPRAISAL REPORT

Christopher D. Starkey, MAI, appraised the property for CFX. He concluded that the highest and best use of the property is as improved. Applying the sales comparison approach, Mr. Starkey estimated the value at \$27,300 per acre with sales ranging from roughly \$23,946 to \$29,040 per acre. He valued the parent tract's land at \$139,000.

Mr. Starkey then applied the sales comparison approach to value the property as improved. The improvements included the 1,674-square-foot home, detached garage, unfinished barn, private septic, well, barb wire fencing, wood fencing, metal gate, and hog wire fencing. The sales ranged in price from \$83.87 to \$121.36 per sq. ft. or \$94.54 to \$122.61 per sq. ft. after adjustments. Applying \$122 per sq. ft., the value of the property as improved was \$204,000. Mr. Starkey also analyzed the value of the improvements on the property with the cost approach and estimated the depreciated replacement cost of the improvements at \$51,000.

Reconciling the various approaches, Mr. Starkey concluded that the value of the parent tract as improved totaled **\$200,000**.

Regarding severance damages and cost to cure, Mr. Starkey opined that after the taking, the value of the remainder would be diminished by 50%. There was a cost to cure to replace 450 linear feet of fencing and the septic system in the amount of \$13,000.

In sum, Mr. Starkey estimated the value of the part taken along with severance damages as follows:

	Starkey
Land Taken (at \$27,300 per acre) Part A: 1.322 acres Part B: 0.181 acres	\$ 41,000
Improvements Taken	\$ 8,350
Severance Damages (at 50%)	\$ 60,650
Cost to Cure (450 linear feet of fencing, Septic System)	\$ 13,000
Total for Owners	\$123,000

OWNERS' APPRAISAL REPORT

The owners retained Richard C. Dreggors, GAA, state-certified general real estate appraiser, to value the property. He concluded that full compensation as of the date of the taking, September 9, 2015, should be \$292,500. He valued the land at \$45,000 per acre, relying upon sales ranging from \$39,063 to \$49,342 per acre for the land. He valued the parent tract's land at \$230,000.

Regarding the single-family residence, Mr. Dreggors relied upon sales ranging in price from \$107 to 125 per square foot, settling on a value of \$110 per square foot or \$184,100 for the residence. Mr. Dreggors also analyzed the value of the home by examining the reproduction cost of the improvements subject to depreciation. He concluded that the reproduction cost of the 40-year old home would be \$466,743 subject to 60% depreciation based upon an effective age of 30 years and an economic life of 50 years, yielding a depreciated value of \$186,700. After combining the value of the land and improvements and then reconciling the two approaches, Mr. Dreggors opined that the value of the parent tract before the taking was **\$415,000**.

Mr. Dreggors concluded that severance damages would be 60%, just 10% higher than Mr. Starkey's percentage estimate of severance damages. Nevertheless, because Mr. Dreggors placed a higher value on the parent tract as improved, less the part taken, the actual severance damage component value was significantly higher than Mr. Starkey's estimate. A table summarizing Mr. Dreggors' opinion of value is below.

	Dreggors
Land Taken (at \$45,00 per acre) Part A: 1.322 acres Part B: 0.181 acres	\$ 59,400
Improvements Taken	\$ 8,400
Severance Damages	\$ 213,600
Cost to Cure (450 ft. of fencing, septic system)	\$ 11,100
Total for Owners	\$292,500

EXPERT FEES AND COSTS

Counsel for the owners submitted invoices from two experts totaling \$35,093, copies of which are attached. The invoices consist of the following:

Expert	Invoice
Calhoun, Dreggors & Associates	\$19,893
MEI Civil, LLC	\$15,200
Total	\$35,093

NEGOTIATIONS AND PROPOSED SETTLEMENT

The parties mediated on September 12, 2016, and reached a proposed compromise consisting of an all-inclusive settlement of \$279,000. The exact breakdown of the all-inclusive settlement amount is unknown. Assuming the experts received \$30,000, the sum of \$249,000 would be allocated to the owners and their attorneys. Applying a statutory attorney’s fee of 33% of the benefit and a first offer of roughly \$109,100, the owners would theoretically receive \$214,000 and the statutory attorney’s fee would be just under \$35,000.

	Starkey	Dreggors	Proposed Settlement
Total for Owners	\$123,000	\$292,500	\$214,000*
Expert Fees		\$ 35,093	\$ 35,000*
Statutory Attorney’s Fees		\$ 60,522	\$ 30,000*
		\$388,115	\$279,000

*Hypothetical Breakdown

This proposed settlement should neither be construed nor interpreted to be CFX’s position at trial or in any other case, nor should the proposed settlement be construed or interpreted to be an agreement with the owners’ factual or legal positions.

REQUESTED ACTION

Board approval is requested to accept the proposed Settlement Agreement in the amount of **\$279,000**, resolving all claims for compensation for the taking of Parcels 322 and 822, including severance damages, tort damages, business damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

The Right of Way Committee recommended approval on September 28, 2016.

Attachments: Aerials and Photographs
Mediated Settlement Agreement
Invoices from Counsel for the Owners

cc: Sidney Calloway, Esq., Shutts & Bowen

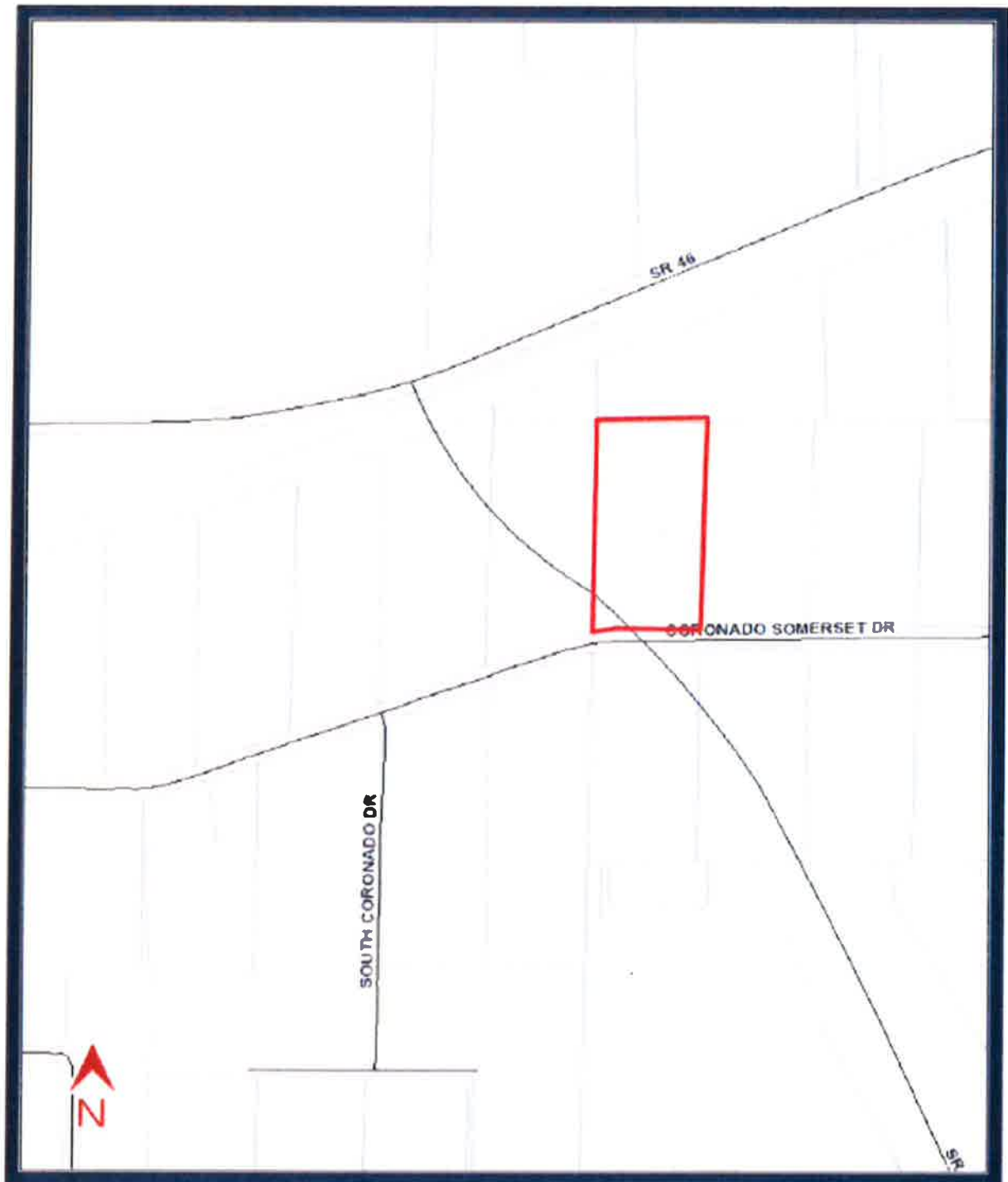
Reviewed by:

A handwritten signature in blue ink, appearing to read "Joseph Heston", is written over a horizontal line.

SITE LOCATION MAP



TAX MAP

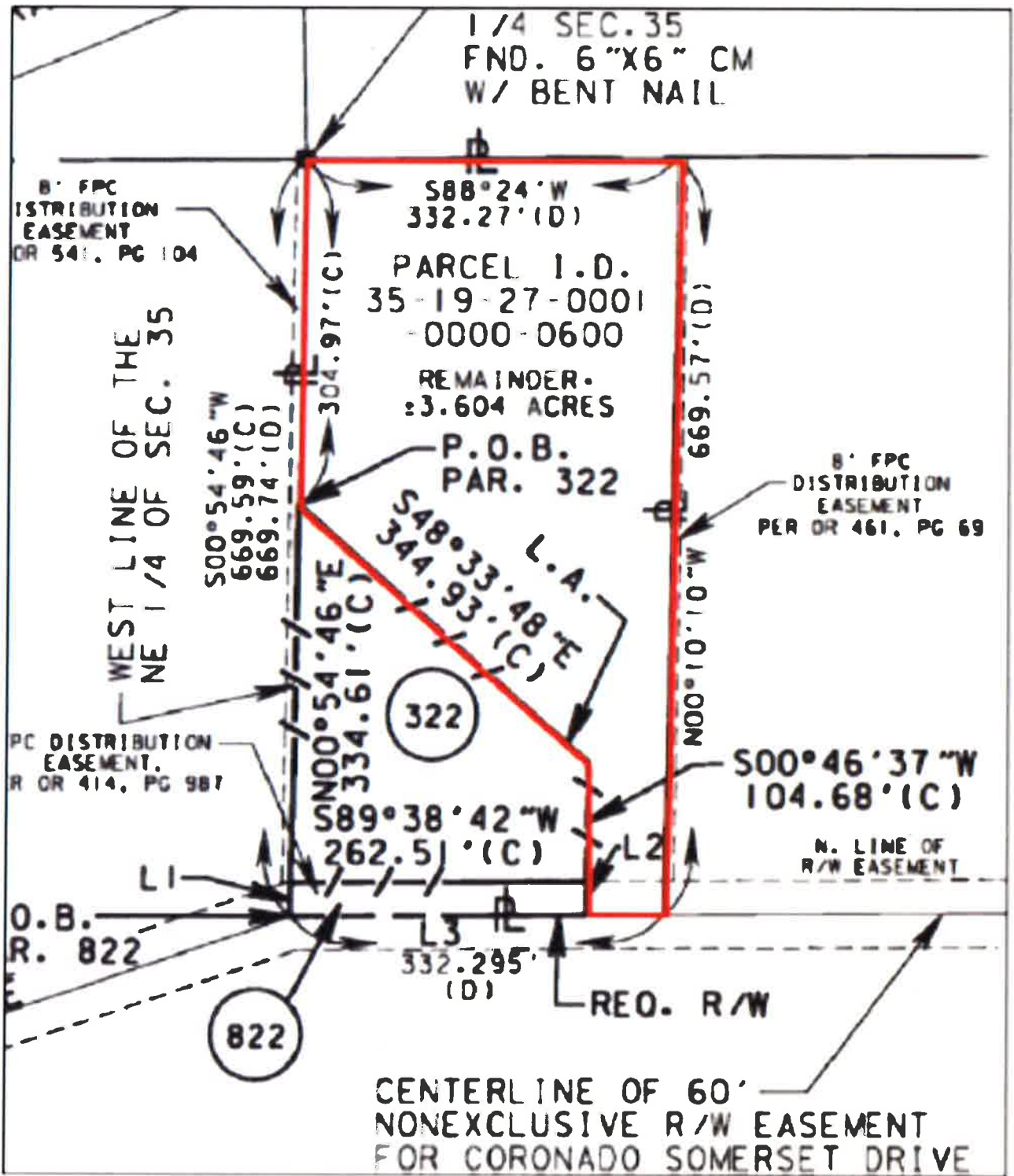


AERIAL PHOTOGRAPH





Wekiva Parkway - Section 429-206, Parcel 322 & Parcel 822
22521 Coronado Somerset Drive
Sorrento, Florida



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

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

CASE NO: 2015-CA-001237

Subdivision _____

Petitioner,

Parcel 322/822

vs.

CURTIS WAYNE MCNEIL,
_____, et. al.

Respondent(s).
_____ /

SETTLEMENT AGREEMENT

Respondent(s), CECIL A. BENTON and FRANKIE C. BENTON
and representatives of the Central Florida Expressway Authority reached the following
Settlement Agreement:

1. Petitioner will pay to Respondent(s), CECIL A BENTON and FRANKIE C. BENTON
(referred to as "Respondent") the sum of TWO HUNDRED SEVENTY-NINE THOUSAND DOLLARS EXACTLY Dollars exactly (\$279,000.00), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 322/822, including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of ONE HUNDRED NINE THOUSAND ONE HUNDRED Dollars (\$109,100.00). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondent, by deposit in the Registry of the Court the sum of ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED Dollars exactly (\$169,900.00), representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit in this case.

2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.


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


4. 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.

5. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.


6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcel 322/822, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.


7. This Settlement Agreement, executed by the parties and their counsel on this 12th day of September, 2016, contains all the agreements of the parties.

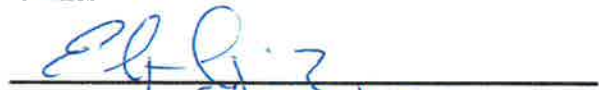

Print Name: Linda S. Brehmer Lanes
Central Florida Expressway Authority


Print Name: SIDNEY C. CALLOWAY
Counsel for CFX


Print Name: Lawrence M. Watson
Mediator


Print Name: Frankie C. Benton
Owner


Print Name: Cecil A. Benton
Owner


Print Name: Edgar Lopez
Attorney for Owner

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

August 29, 2016

Edgar Lopez, Esq.
c/o Harris Harris Bauerle Ziegler Lopez
1201 East Robinson Street
Orlando, FL 32801

RE: Owner: Benton
Project: Wekiva Parkway
Parcel No.: 322/822
County: Lake

INVOICE

Review CFX documents and appraisal report, review subject information, conferences with owner's representative, meeting with owners, review right-of-way plans, land sales research/analysis, meeting with contractor to review RCN analysis, improved sales research/analysis, inspection of sales, preparation of appraisal, meeting with owners to review.

LaBarre:	37.50 Hrs. x \$150/Hr. =	\$ 5,625
Abrams Schmidt:	36.75 Hrs. x \$175/Hr. =	6,431
Dreggors:	28.50 Hrs. x \$275/Hr. =	<u>7,837</u>
Total		\$19,893

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

OWNER	BENTON	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	322/822	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
05/14/15	MEETING WITH RICK TO REVIEW OUR ASSIGNMENT.	0.75
07/08/15	BEGIN SALES RESEARCH.	4.25
07/13/15	CONTINUE SALES RESEARCH.	2.75
07/14/15	PREPARE FOR SITE INSPECTION.	0.50
07/15/15	INSPECT SUBJECT PROPERTY.	1.75
07/17/15	MET WITH RICK TO DISCUSS APPRAISAL ISSUES; CALLED CFX AND EXPRESSWAY AUTHORITY; RESEARCHING MAPS AND CONSTRUCTION PLANS.	0.75
08/01/15	SPOKE TO CONTRACTOR REGARDING SUBJECT IMPROVEMENTS.	0.25
09/03/15	PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; RESEARCH FOR NEW UPDATED SALES; MET WITH RICK TO DISCUSS.	1.25
09/08/15	SPOKE TO SURVEYOR AND PREPARE DOCUMENTS TO OBTAIN FEE QUOTE; SENT INFORMATION TO OWNER'S REPRESENTATIVE.	0.25
09/22/15	MET WITH CONTRACTOR TO DISCUSS SUBJECT PROPERTY.	0.25
10/22/15	CONTINUE SALES RESEARCH; MEETING WITH RICK TO DISCUSS SCOPE OF WORK.	3.00
10/23/15	MEETING WITH RICK REVIEW SALES ANALYSIS; CONTINUE TO RESEARCH SALES RESEARCH.	1.75
10/27/15	VERIFY SALES; PREPARE SALE WRITE-UPS.	4.75
10/28/15	PREPARE TAKING ANALYSIS AND ANALYZING DAMAGES TO THE REMAINDER; CONTINUE TO VERIFY SALES.	3.50
10/29/15	PREPARE DIFFERENCES CHART; MEETING WITH RICK.	1.25
11/02/15	SPOKE TO OWNER REGARDING REMAINDER ISSUES; CALLED AND SPOKE TO LAKE COUNTY PLANNING AND ZONING REGARDING AFTER SITUATION; REVIEW PLANS AND CFX REPORTS.	3.25

OWNER	BENTON	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	322/822	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
11/04/15	✓ SPOKE TO ENGINEER REGARDING SEPTIC TANK ISSUE.	0.25
11/17/15	SENT E-MAIL TO ENGINEER REGARDING SEPTIC TANK AND SURVEY ISSUES.	0.50
11/30/15	SPOKE TO ENGINEER REGARDING LACK OF RIGHT-OF-WAY PLANS; REVIEW MAPS AND LAYOUT OF PROPOSED ROADWAY.	0.75
12/08/15	SPOKE TO ENGINEER REGARDING SEPTIC SYSTEM LOCATION.	0.25
01/25/16	SPOKE WITH ENGINEER REGARDING SEPTIC TANK; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; MET WITH RICK TO DISCUSS APPRAISAL ISSUES.	1.75
07/06/16	INSPECT SALES.	<u>3.75</u>
	TOTAL HOURS	37.50

OWNER	BENTON	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	322/822	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
03/09/15	REVIEW FILE/SUBJECT MATERIAL; REVIEW OF EXPRESSWAY'S APPRAISAL.	3.25
03/11/15	ANALYSIS OF EXPRESSWAY'S SALES.	2.25
03/12/15	REVIEW/ANALYSIS OF CONDEMNOR'S APPRAISAL AND SUBJECT MATERIAL.	1.50
03/13/15	RESEARCH/ANALYSIS OF CONDEMNOR'S SALES.	2.00
06/23/15	MEETING WITH RICK TO REVIEW SCOPE OF WORK; PREPARE FOR MEETING; RESEARCH CITY OF MOUNT DORA DOCUMENTS.	1.75
07/06/16	ANALYSIS OF SALES; ASSISTED WITH APPRAISAL; REVIEW OF UPDATED CONDEMNOR APPRAISAL.	4.50
07/07/16	ASSISTED WITH APPRAISAL; ANALYSIS OF SALES.	6.25
07/08/16	ASSISTED WITH APPRAISAL; MEETING WITH RICK TO DISCUSS SALES AND DAMAGES.	4.00
07/11/16	ASSISTED WITH APPRAISAL.	3.25
07/12/16	REVIEW OF ENGINEERING REPORT; ASSISTED WITH APPRAISAL.	3.00
07/13/16	MEETING WITH RICK TO REVIEW ANALYSIS; FINALIZE ADDENDA; CONFERENCE CALL WITH ENGINEER.	2.75
08/18/16	PREPARE FOR AND ATTEND MEETING WITH OWNERS AND EXPERTS.	<u>2.25</u>
	TOTAL HOURS	36.75

OWNER	BENTON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	322/822	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
03/04/15	REVIEW CFX DOCUMENTS AND APPRAISAL REPORT.	2.75
03/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	2.00
05/14/15	REVIEW INFORMATION ON SUBJECT; MEET WITH ASSOCIATE TO PREPARE FOR UPCOMING MEETING WITH OWNERS.	1.00
05/29/15	PREPARE FOR AND REVIEW DOCUMENTS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.50
06/24/15	PREPARE FOR MEETING; REVIEW EXAMPLES OF CONVERTED HOMES ALONG STATE ROAD 46.	0.75
07/17/15	MEETING WITH ASSOCIATE TO REVIEW INFORMATION NEEDED.	0.25
09/02/15	ASSIST WITH SALES RESEARCH; ANALYSIS OF DATA.	1.00
09/03/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW SCOPE OF REMAINING WORK; REVIEW WITH ASSOCIATE.	0.75
09/22/15	MEETING WITH CONTRACTOR TO REVIEW THE RCN ANALYSIS.	0.50
10/22/15	ASSIST WITH LAND SALES RESEARCH AND ANALYSIS; ASSIST WITH IMPROVED SALES RESEARCH OF HOMES; ANALYSIS OF SALES; REVIEW WITH ASSOCIATE.	4.25
10/23/15	MEETING WITH ASSOCIATE TO REVIEW SALES DATA AND VALUATION OF REMAINDER.	0.75
10/29/15	MEETING WITH ASSOCIATE TO REVIEW SUMMARY OF THE PROPERTY.	0.50
01/25/16	REVIEW VALUES WITH ASSOCIATE.	0.75
07/06/16	MEETING WITH ASSOCIATE TO REVIEW SALES; CONFERENCE WITH ENGINEER REGARDING ACCESS TO REMAINDER AND DEADLINES.	1.25
07/08/16	REVIEW/WRITE REPORT.	4.25
07/13/16	REVIEW/WRITE REPORT.	4.50

OWNER	BENTON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	322/822	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
08/18/16	ATTEND MEETING WITH OWNERS TO REVIEW OUR ANALYSIS.	<u>1.75</u>
	TOTAL HOURS	28.50

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane, Suite 200
Orlando, FL 32814
407-893-6894
fax 407-893-6851
www.meicivil.com

bill to:

Edgar Lopez, Esquire
Harris, Harris, Bauerle, Zeigler and Lopez
1201 E. Robinson Street
Orlando, FL 32801

Invoice Date: 9/9/2016

Invoice Number: 47045H-1REV

Invoice Amount Due: **\$15,960.00**

**JOB: SR 429, Parcel 322 / 822
Cecil & Frankie Benton
Engineering Analysis**

Description	Hours	Rate	Fee	Total
Principal (DLM)	31.0	\$265.00	\$8,215.00	\$8,215.00
Senior Project Manager (KSH)	4.5	\$205.00	\$922.50	\$922.50
Senior Designer (JRR)	39.5	\$125.00	\$4,937.50	\$4,937.50
Designer (MP)	12.5	\$90.00	\$1,125.00	\$1,125.00
			Subtotal	\$15,200.00
			Expense (5%)	\$760.00
			Total Fee Due	\$15,960.00

Payment Due Upon Settlement of Fees and Costs

Work Descriptions for Daniel L. Morris, P.E.

-47045h

Job Name SR429, 322/822, Cecil and Frankie Benton

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
11/16/2015	2.0		review appraisal report and roadway construction plans
1/25/2016	3.0		review Health Department codes and estimated septic system cost
7/8/2016	5.5		review appraisal report and roadway construction plans
7/10/2016	4.5		coordinate exhibit preparation, analysis of impacts, preliminary engineering report
7/11/2016	6.5		coordinate exhibit preparation, analysis of impacts, preliminary engineering report
7/12/2016	5.5		finalize preliminary engineering report
7/13/2016	1.5		review CFX cost to cure estimates
8/18/2016	2.5		prepare for and attend meeting with property owners, experts and attorneys
Total Hours:	31.0		

Work Descriptions for Kevin S. Hebert, PE

-47045H

Job Name SR 429 Sect 206, P322/822, Benton, Cecil & Frankie

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
12/2/2015	4.5	Prep and attend site visit, improvement locates, photographs
<i>Total Hours:</i>	4.5	

Work Descriptions for John R. Russell

047045

Job Name *Wekiva Parkway P322 Cecil Benton*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
7/7/2016	2.0		Download & Review FDOT Roadway Plans
7/7/2016	4.0		Draft FDOT Roadway Plans - RW; Edge of Pvm't's & Retaining Walls
7/7/2016	2.0		Download & Review Appraisal Report
7/8/2016	5.0		Proposed Right of Way & Roadway BaseLine
7/8/2016	2.0		USGS, Site Aerial, FEMA & Location Map Exhibits
7/8/2016	2.0		Existing Conditions & Boundary
7/9/2016	6.0		Draft Proposed Roadway Plans - Road & Bridge
7/10/2016	3.0		UnCured Remainder Exhibit
7/10/2016	6.0		Draft Proposed Roadway Plans - Road & Bridge
7/11/2016	3.0		Area of Take Exhibit
7/11/2016	1.0		SetUp & Print Exhibits
7/11/2016	2.0		Before Conditions Exhibit
7/11/2016	1.5		Update & Plot Final Exhibits per Engineer Comments

Total Hours: 39.5

Work Descriptions for Mitchell Pentecost

-47045H

Job Name SR429, P322/822, Benton, Cecil. & Frankie

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
11/16/2015	0.5	Setup physical job folder
11/17/2015	1.0	Begin work on before conditions/AOT to locate septic system
11/19/2015	4.0	Begin work on before conditions/AOT to locate septic system
12/2/2015	4.0	Site visit, layout taking and probe for septic tank/drain field. Take measurements of tank/df and locate to fixed points
12/3/2015	2.0	Sketch points taken yesterday to show septic/drainfield on aerial in taking.
12/8/2015	1.0	Tweak sketches for plot.
Total Hours:	12.5	


CONSENT AGENDA ITEM

#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: September 26, 2016

RE: *Central Florida Expressway Authority v. Howard and Judith Benton et al.*,
Case No. 2015-CA-001237, Parcels 320/820
Location: 22437 Coronado Somerset Drive, Sorrento, Lake County, Florida
Parent: 6.282 acres; Taking: 3.281 plus 0.059 ac.; Remainder: 2.048 and 0.894 ac.

DESCRIPTION OF PROPERTY AND TAKING

Howard and Judith Benton are the owners of a 6.282-acre tract of property off of Coronado Somerset Drive, which is south of Wolf Branch Road and west of County Road 437 in Lake County, Florida. The property has a zoning designation of Agriculture District and a future land use designation of Regional Office. The property is improved with a single-family residence built in 1974 containing 2,147 square feet with a 2-car garage, shed and barn. The property is encumbered with a non-exclusive right-of-way easement for Coronado Somerset Drive. The easement is improved with a two-lane asphalt paved road and is 60 feet wide.

The taking consists of two parcels. Parcel 322 is a 3.281-acre fee simple taking encompassing the residence and bisecting the property into two remainders. Parcel 822 is a 0.059-acre taking for the land within the existing Coronado Somerset Drive. In the after condition, the northern remainder, which is 2.048 acres, will not have access. The 0.894-acre southern remainder will still have access off of Coronado Somerset Drive.

CFX'S APPRAISAL REPORT

Christopher D. Starkey, MAI, appraised the property for CFX. He concluded that the highest and best use of the property as improved is for continued residential use. The highest and best use of the property as if vacant is for agricultural uses and future long-term commercial. Applying the sales comparison approach, Mr. Starkey estimated the value at \$31,500 acre and the value of the parent tract's land at \$198,000. Mr. Starkey analyzed the value of the improvements on the property with the cost approach and estimated the depreciated replacement cost of the improvements at \$91,000. Combining the value of the land with the improvements totals \$289,000.

Mr. Starkey then applied the sales comparison approach to value the property as improved. The sales ranged in price from \$83.87 to \$116.12 per square foot or, after adjustments, from \$110.30 to \$146.10 per square foot. At \$140 per square foot, the value of the property as improved was \$301,000.

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

Reconciling the various approaches, Mr. Starkey concluded that the value of the parent tract as improved totaled **\$295,000**.

Regarding severance damages, the remainder parcels consist of two non-contiguous parcels. The northern remainder will not have access and will be diminished in value by 90% with a land value of \$3,150 per acre. The southern remainder has access, but is much smaller in size. The value of the southern remainder will be diminished by 50%. The value of the remainder tracts diminished in value from \$98,000 before the taking to \$21,000 after the taking, with severance damages of \$77,000. The cost to cure to provide fencing to the northern and southern remainders totals \$4,100.

In sum, Mr. Starkey estimated full compensation as follows:

	Starkey
Land Taken (at \$31,500 per acre) Part A: 3.281 acres Part B: 0.059 acres	\$ 105,000
Improvements Taken (single family home, attached garage, barb fencing, wood fending, hog wire fencing, trees)	\$ 92,000
Severance Damages (at 90% and 50%)	\$ 77,000
Cost to Cure (fencing)	\$ 4,100
Total for Owners	\$278,100

OWNERS' APPRAISAL REPORT

The owners retained Richard C. Dreggors, GAA, state-certified general real estate appraiser, to value the property. He concluded that full compensation as of the date of the taking, September 9, 2015, should be **\$499,500**.

To value the parent tract before the taking, Mr. Dreggors first valued the land and then the single-family residence. He valued the land at \$45,000 per acre, relying upon sales ranging from \$39,063 to \$49,342 per acre. The estimate of value for just the land of the parent tract is \$282,600. Regarding the single-family residence, Mr. Dreggors relied upon sales ranging in price from \$107 to \$125 per square foot, with a value of \$110 per square foot or \$236,200 for the residence alone. Mr. Dreggors also stated that the reproduction cost of the 40-year old home would be \$516,714 subject to 60% depreciation based upon a 30-year effective age and a 50-year economic life, yielding a depreciated value of \$206,700. Mr. Dreggors concluded that the total value of the parent tract before the taking was **\$505,000**.

Regarding severance damages, Mr. Dreggors concluded that the remainders would no longer allow the properties to be independently developed and had nominal values of \$7,500. Mr. Dreggors added a cost to cure of \$2,000 to reestablish fencing and for a boundary survey. Severance damages are computed by subtracting the value of the part taken (\$370,000) from the value of the parent tract in the before condition (\$505,000), and then subtracting the value of the remainder (\$5,500). The table below summarizes Mr. Dreggors opinion of value.

	Dreggors
Land Taken (at \$45,000 per acre)	\$147,600
Improvements Taken	\$222,400
Severance Damages	\$129,500
Total for Owners	\$499,500

EXPERT FEES AND COSTS

Counsel for the owners submitted invoices from two experts, which are itemized below.

Expert	Invoice
Calhoun, Dreggors & Associates	\$14,719.00
MEI Civil, LLC	\$14,374.50
Total	\$29,093.50

Copies of the invoices are attached.

NEGOTIATIONS AND PROPOSED SETTLEMENT

The parties mediated on September 13, 2016. One of the complexities in this case involved the relocation benefits that the owners received prior to the mediation. The Bentons received Replacement Housing Payments ("RHP") in the amount of \$139,535.50, which allowed the Bentons to move into a comparable replacement dwelling with a value of up to \$285,900, even though their existing residence had an adjusted value of \$125,998.98. Since the RHP was based upon the initial deposit made by CFX, a subsequent settlement in an amount greater than the initial deposit requires a portion of the RHP to be credited back to CFX. For example, a settlement in the amount of \$401,000 for the property taken results in a payment to the Bentons of only \$92,225.60, rather than the difference between the settlement amount and the amount of the initial deposit (\$401,000 less \$263,100 or \$137,900) because CFX is entitled to an additional credit of \$45,674.40 per the RHP formula.

After additional post-mediation discussions, the parties reached a proposed compromise consisting of an all-inclusive settlement of **\$478,000**. The exact breakdown of the all-inclusive settlement amount is unknown. Assuming full compensation to the owners is \$401,000, the statutory attorney's fee is \$48,510 and the expert fees are \$28,490.

This proposed settlement should neither be construed nor interpreted to be CFX's position at trial or in any other case, nor should the proposed settlement be construed or interpreted to be an agreement with the owners' factual or legal positions.

REQUESTED ACTION

Board approval is requested to accept the proposed Settlement Agreement in the amount of **\$478,000**, resolving all claims for compensation for the taking of Parcels 320/820, including severance damages, tort damages, business damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim, subject to apportionment, if any.

The Right of Way Committee recommended approval on September 28, 2016.

cc: Sidney Calloway, Esq., Shutts & Bowen

Attachments: Aerials and Photographs
Mediated Settlement Agreement
Invoices from Counsel for the Owners

Reviewed by: _____

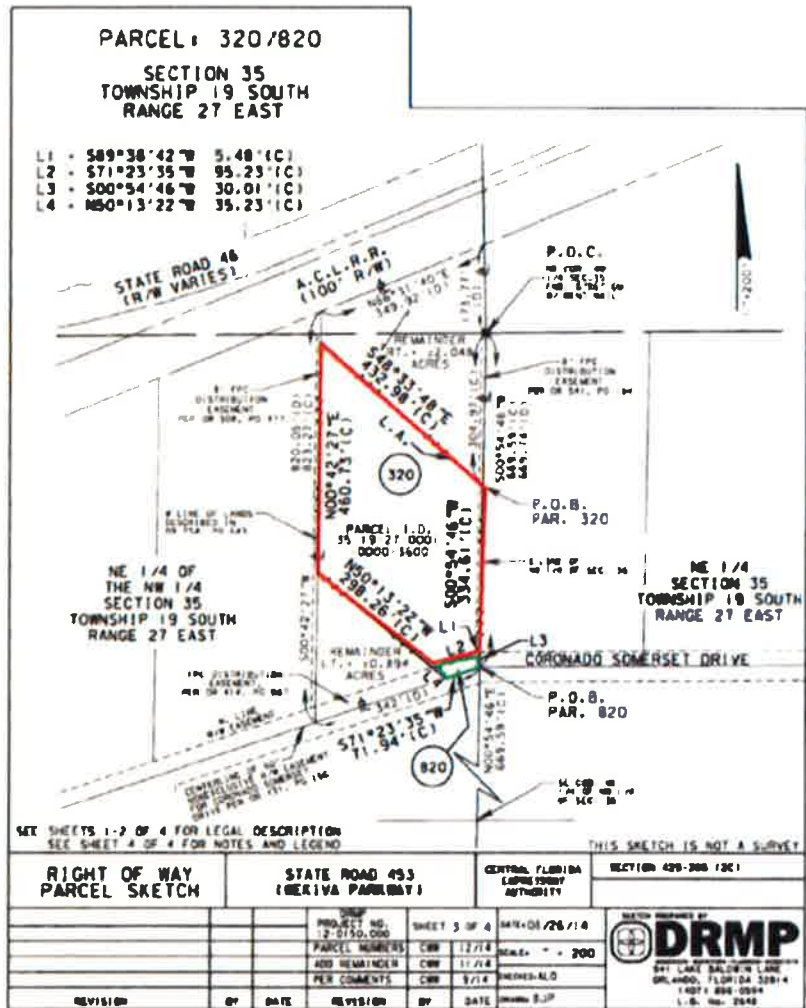
Joseph J. Lassiatore



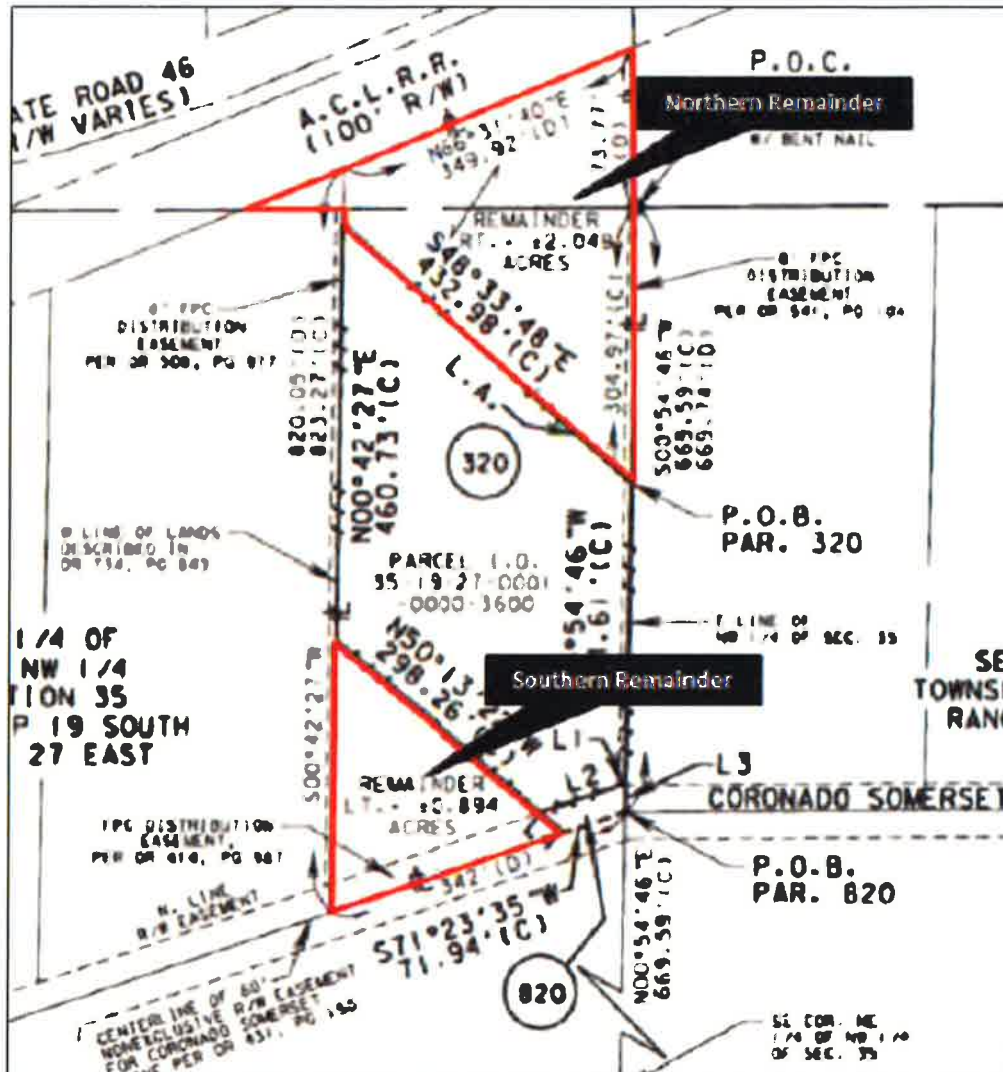


Wekiva Parkway - Section 429-206, Parcel 320 and Parcel 820
22437 Coronado Somerset Drive
Sorrento, Florida

Part Acquired Sketch



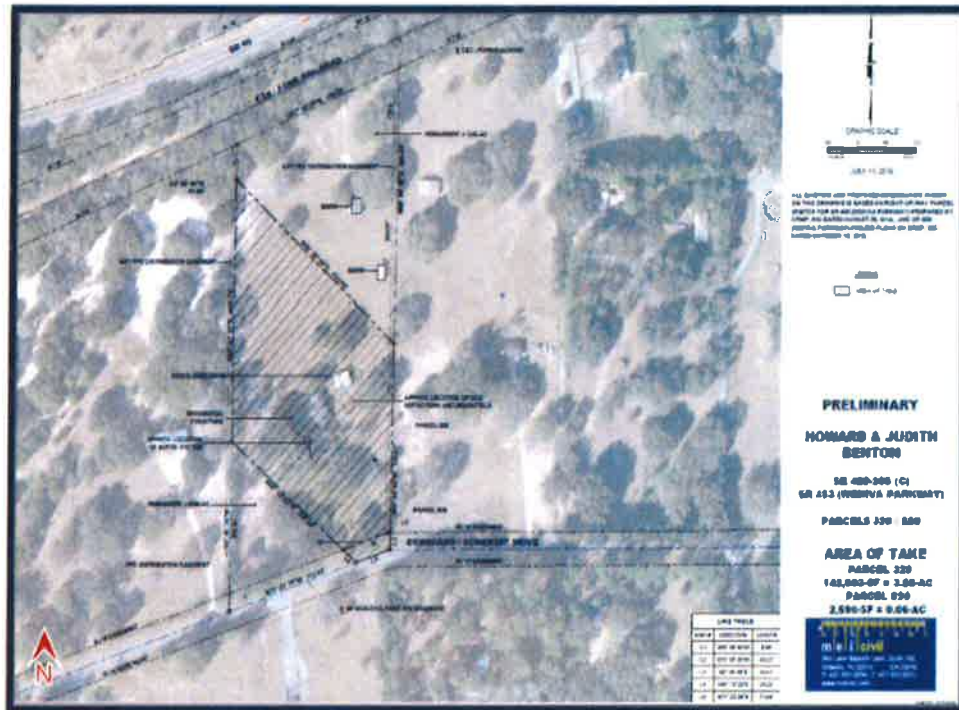
Wekiva Parkway - Section 429-206, Parcel 320 and Parcel 820



CFX vs. Benton
 Parcel No. 320 & 820 Wekiwa Parkway (Lake County)

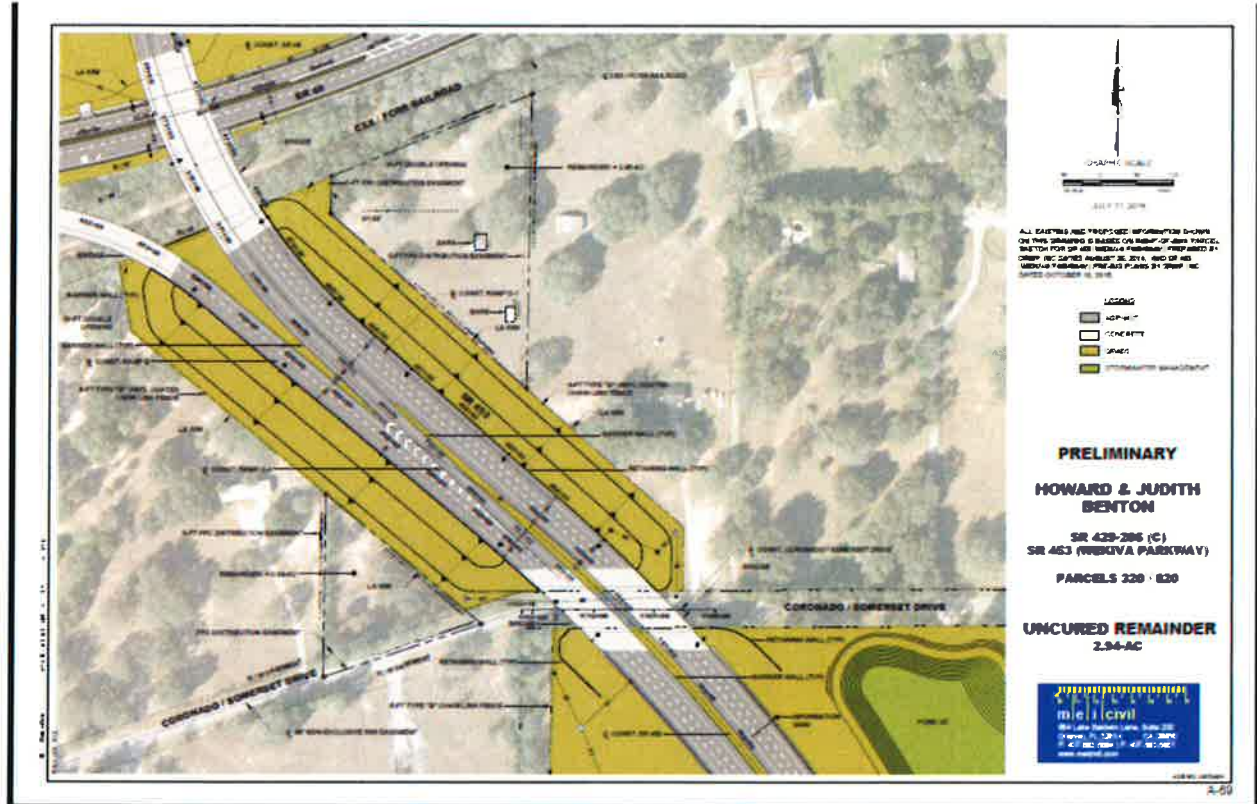
PROPERTY SKETCH

Parcel No. 320 & 820
 Wekiwa Parkway
 Lake County



Calhoun, Dreggers & Associates, Inc.

S



IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, CASE NO: 2015-CA-001237
body politic and corporate, and an agency of the state
under the laws of the State of Florida,
Petitioner, Parcels 320/820

vs.

Judge _____

CURTIS WAYNE MCNEIL, et. al.

Respondents.

SETTLEMENT AGREEMENT

Respondents, Howard Benton and Judith Benton, and representatives of the Central Florida Expressway Authority reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, Howard Benton and Judith Benton, referred to as "Respondents," the sum of **Four Hundred Seventy-Eight Thousand Dollars** exactly (\$478,000), in full settlement of all claims for compensation from Petitioner whatsoever for the taking of Parcel 320 and 820, including statutory interest and all claims related to real estate and business damages, severance damages, tort damages, attorney's fees and litigation costs, expert witness fees, and costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of Two Hundred Sixty-Three Thousand One Hundred Dollars (\$263,100). In addition, because Respondents previously received a Replacement Housing Payment ("RHP"), Petitioner is entitled to an additional credit of Forty-Five Thousand Six Hundred Seventy-Four Dollars and forty cents (\$45,674.40). Within thirty days (30) days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit in the Registry of the Court the sum of **One Hundred Sixty-Nine Thousand Two Hundred Twenty-Five Dollars and sixty cents exactly (\$169,225.60)**, representing the difference between the total settlement sum referenced above and the Petitioner's previous deposit plus the RHP credit in this case.

2. This Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.


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

4. 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.

5. Counsel for Petitioner will submit to the Court a standard Motion for Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen (15) days from the date of approval of this Settlement Agreement by the CFX Board.

6. This Agreement resolves all claims whatsoever, including claims of compensation arising from the taking of Parcels 320 and 820, severance damages, business damages, tort damages, interest, attorney's fees, attorney's costs, expert fees, expert costs, and any other claim.

7. This Settlement Agreement, executed by the parties and their counsel on the dates below, contains all the agreements of the parties.


Print Name: Linda S. B. Lanora
Central Florida Expressway Authority

Date: 9/16/16

Print Name: _____
Counsel for CFX

Date: _____

Print Name: _____
Mediator

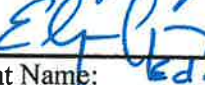
Date: _____


Print Name: Howard N. Benton
Owner

Date: 9/16/16


Print Name: Judith Benton
Owner

Date: 9/16/16


Print Name: Edgar Lopez
Attorney for Owner

Date: 9/15/16

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

August 29, 2016

Edgar Lopez, Esq.
c/o Harris Harris Bauerle Ziegler Lopez
1201 East Robinson Street
Orlando, FL 32801

RE: Owner: Benton
Project: Wekiva Parkway
Parcel No.: 320/820
County: Lake

INVOICE

Review CFX documents and appraisal report, review subject information, conferences with owner's representative, meeting with owners, review right-of-way plans, land sales research/analysis, meeting with contractor to review RCN analysis, improved sales research/analysis, inspection of sales, preparation of appraisal, meeting with owners to review.

LaBarre:	36.50 Hrs. x \$150/Hr. =	\$ 5,475
Abrams-Schmidt:	29.25 Hrs. x \$175/Hr. =	5,119
Dreggors:	15.00 Hrs. x \$275/Hr. =	<u>4,125</u>
Total		\$14,719

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

OWNER	BENTON	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	320	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
07/07/15	REVIEW REPORTS AND DOCUMENTS.	2.25
07/09/15	SPOKE TO OWNERS REPRESENTATIVE REGARDING NEED FOR AN RCN; SALES RESEARCH.	4.00
07/14/15	PREPARE FOR PROPERTY INSPECTION.	0.75
07/15/15	INSPECT SUBJECT PROPERTY.	1.25
07/17/15	MET WITH RICK TO DISCUSS APPRAISAL ISSUES; CALLED CFX AND EXPRESSWAY AUTHORITY; RESEARCHING MAPS AND CONSTRUCTION PLANS.	0.25
08/01/15	SPOKE TO CONTRACTOR REGARDING SUBJECT IMPROVEMENTS.	0.50
08/03/15	SPOKE TO RICK REGARDING PLANS AND TAKE.	0.25
09/02/15	REVIEWED RCN FROM CONTRACTOR FOR BOTH CFX AND OWNER; SPOKE TO RICK REGARDING REPORTS.	1.00
09/03/15	PREPARE FOR AND ATTEND CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; RESEARCH FOR NEW UPDATED SALES; MET WITH RICK TO DISCUSS.	3.25
09/08/15	SPOKE TO SURVEYOR AND PREPARE DOCUMENTS TO OBTAIN FEE QUOTE; SENT INFORMATION TO OWNER'S REPRESENTATIVE.	0.50
09/22/15	MET WITH CONTRACTOR TO DISCUSS SUBJECT PROPERTY.	0.25
10/22/15	SALES RESEARCH; MEETING WITH RICK TO DISCUSS.	5.25
10/23/15	MEET WITH RICK TO GO OVER SALES ANALYSIS; CONTINUE SALES RESEARCH.	4.00
10/27/15	VERIFY SALES; PREPARE SALE WRITE-UPS.	3.75
10/28/15	PREPARE TAKING ANALYSIS AND ANALYZING DAMAGES TO REMAINDER; CONTINUE TO VERIFY SALES.	5.00
10/29/15	PREPARE SUMMARIES OF OUR ANALYSIS; MEETING WITH RICK.	2.00

OWNER	BENTON	KIMBERLY LABARRE
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	320	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
01/25/16	SPOKE TO OWNER'S REPRESENTATIVE; MET WITH RICK TO DISCUSS APPRAISAL ISSUES FOR OWNER'S REPRESENTATIVE.	<u>2.25</u>
	TOTAL HOURS	36.50

OWNER	BENTON	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	320	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
06/23/15	REVIEW SCOPE OF WORK WITH RICK; PREPARE FOR MEETING; RESEARCH CITY OF MOUNT DORA DOCUMENTS.	2.25
07/07/16	ANALYSIS OF SALES; WORKED ON SUBJECT EXHIBITS; REVIEW OF UPDATED CONDEMNOR APPRAISAL.	2.50
07/08/16	ASSISTED WITH APPRAISAL; ANALYSIS OF DAMAGES.	6.25
07/11/16	ASSISTED WITH APPRAISAL; REVIEW OF ENGINEERING REPORT.	6.00
07/12/16	ASSISTED WITH APPRAISAL; WORKED ON ADDENDA.	5.50
07/13/16	MEETING WITH RICK TO REVIEW ANALYSIS; FINALIZE ADDENDA.	4.75
08/15/16	PREPARE FOR MEETING; MEETING WITH OWNERS AND EXPERTS.	<u>2.00</u>
	TOTAL HOURS	29.25

OWNER	BENTON	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	320	
COUNTY	LAKE	

DATE	TYPE OF SERVICE	HOURS
03/27/15	REVIEW INFORMATION FROM OWNER'S REPRESENTATIVE.	1.50
05/29/15	PREPARE FOR AND REVIEW DOCUMENTS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.00
06/24/15	PREPARE FOR MEETING; REVIEW EXAMPLES OF CONVERTED HOMES ALONG STATE ROAD 46.	1.25
07/17/15	MEETING WITH ASSOCIATE.	0.50
08/03/15	REVIEW R/W PLANS; MEET WITH ASSOCIATE TO REVIEW NEED FOR A SURVEY.	0.25
09/02/15	REVIEW RCN FOR SUBJECT IMPROVEMENTS; CONFERENCE WITH ASSOCIATE.	0.75
09/03/15	PREPARE FOR AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW SCOPE OF REMAINING WORK.	0.50
09/22/15	MEETING WITH CONTRACTOR TO REVIEW THE RCN ANALYSIS.	0.25
10/22/15	ASSIST WITH LAND SALES RESEARCH AND ANALYSIS; ASSIST WITH IMPROVED SALES RESEARCH OF HOMES; ANALYSIS OF SALES; REVIEW WITH ASSOCIATE.	2.75
10/23/15	REVIEW SALES WITH ASSOCIATE.	0.50
10/29/15	REVIEW OUR BEFORE VALUES AND DATA ANALYSIS OF TAKING AND DAMAGES TO THE REMAINDER; REVIEW WITH ASSOCIATE.	1.00
01/25/16	MEETING WITH ASSOCIATE TO REVIEW OUR ANALYSIS AND REMAINING SCOPE OF WORK.	0.50
07/13/16	REVIEW/WRITE REPORT.	2.75
08/15/16	PREPARE FOR AND MEET WITH OWNERS TO REVIEW VALUATION OF PROPERTY.	<u>1.50</u>
	TOTAL HOURS	15.00

please make checks payable to:

m e i civil, LLC

964 Lake Baldwin Lane, Suite 200
Orlando, FL 32814
407-893-6894
fax 407-893-6851
www.meicivil.com

bill to:

Edgar Lopez, Esquire
Harris, Harris, Bauerle, Zeigler and Lopez
1201 E. Robinson Street
Orlando, FL 32801

Invoice Date: 9/9/2016

Invoice Number: 47044H-1REV

Invoice Amount Due: **\$14,374.50**

**JOB: SR 429, Parcel 320 / 820
Howard & Judith Benton
Engineering Analysis**

Description	Hours	Rate	Fee	Total
Principal (DLM)	28.5	\$265.00	\$7,552.50	\$7,552.50
Senior Project Manager (KSH)	3.0	\$205.00	\$615.00	\$615.00
Senior Designer (JRR)	39.5	\$125.00	\$4,937.50	\$4,937.50
Designer (MP)	6.5	\$90.00	\$585.00	\$585.00
Subtotal				\$13,690.00
Expense (5%)				\$684.50
Total Fee Due				\$14,374.50

Payment Due Upon Settlement of Fees and Costs

Work Descriptions for Daniel L. Morris, P.E.

-47044h

Job Name *SR429, 320/820, Howard and Judith Benton*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
11/16/2015	2.0		review appraisal report and roadway construction plans
7/8/2016	5.5		review latest appraisal report and roadway construction plans
7/9/2016	9.0		coordinate exhibit preparation, analysis of impacts, preliminary engineering report
7/10/2016	5.0		coordinate exhibit preparation, analysis of impacts, preliminary engineering report
7/11/2016	4.5		finalize preliminary engineering report
8/15/2016	2.5		prepare for and attend meeting with property owners, experts and attorneys
<i>Total Hours:</i>	28.5		

Work Descriptions for Kevin S. Hebert, PE

-47044H

Job Name *SR 429 Sect 206, P320/820, Benton, Howard & Judith*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
12/2/2015	3.0	Prep and attend site visit, improvement locates, photographs
<i>Total Hours:</i>	<i>3.0</i>	

Work Descriptions for John R. Russell

047044

Job Name *Wekiva Parkway P320 Howard Benton*

<i>Date</i>	<i>Hours</i>	<i>Task</i>	<i>Work Description</i>
7/7/2016	2.0		Download & Review FDOT Roadway Plans
7/7/2016	4.0		Draft FDOT Roadway Plans - R/W; Edge of Pvrmt's & Retaining Walls
7/7/2016	2.0		Download & Review Appraisal Report
7/8/2016	2.0		USGS, Site Aerial, FEMA & Location Map Exhibits
7/8/2016	2.0		Existing Conditions & Boundary
7/8/2016	5.0		Proposed Right of Way & Roadway BaseLine
7/9/2016	6.0		Draft Proposed Roadway Plans - Road & Bridge
7/10/2016	3.0		UnCured Remainder Exhibit
7/10/2016	6.0		Draft Proposed Roadway Plans - Road & Bridge
7/11/2016	2.0		Before Conditions Exhibit
7/11/2016	3.0		Area of Take Exhibit
7/11/2016	1.0		SetUp & Print Exhibits
7/11/2016	1.5		Update & Plot Final Exhibits per Engineer Comments

Total Hours: *39.5*

Work Descriptions for Mitchell Pentecost

-47044H

Job Name *SR429, P320/820, Benton, Howard & Judith*

<i>Date</i>	<i>Hours</i>	<i>Work Description</i>
11/16/2015	0.5	Setup physical job folder
11/17/2015	1.0	Begin work on before conditions/AOT to locate septic system
12/2/2015	2.5	Site visit, probe for septic tank/drain field and locate and measure based on fixed points.
12/3/2015	1.0	Sketch points taken yesterday to show septic/drainfield on aerial in taking.
12/7/2015	0.5	Add old existing drainfield/septic to sketch
12/8/2015	1.0	Tweak sketches for plot.
<i>Total Hours:</i>	<i>6.5</i>	


CONSENT AGENDA ITEM

#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel 

DATE: September 26, 2016

RE: *Central Florida Expressway Authority v. Anthony Randall Carter, et al.*
Case No. 2015-CA-003555-O, Parcel 301
Owner: HMF, LLC (c/o Charlie R. Forman)
Location: North Side of Ondich Road, west of Plymouth Sorrento, Apopka
Parent: 131.707 acres; Taking: 25.147 acres; Remainder: 106.560 acres

INTRODUCTION

This case is set for trial on the February 13, 2017 docket in front of Judge Kest. The case was mediated on September 7, 2016, but the parties were not able to reach a compromise.

Section 73.032 of the Florida Statutes allows a condemning authority to serve an offer of judgment in an eminent domain case. The purpose of the offer is to shift liability for expert fees and costs. If the judgment obtained is equal to or less than the offer of judgment, the trial court is prohibited from awarding costs incurred by the property owner after the date the offer of judgment was rejected. If the judgment obtained is greater than the offer of judgment, the offer does not limit expert fees and costs.

DESCRIPTION OF PROPERTY AND TAKING

The 131.707-acre vacant parent tract is zoned A-1 for Citrus Rural District with a land use designation of R for Rural/Agricultural. The taking is along the eastern side of the parent tract.

CFX'S APPRAISAL REPORT

Chad G. Durrance, MAI, State-Certified General Real Estate Appraiser, appraised the property for CFX. He concluded that the highest and best use of the property as though vacant is for residential use. Applying the sales comparison approach, Mr. Durrance estimated the value of the land at \$25,000 per acre with a range in comparable sales from \$14,400 to \$29,300 per acre. Mr. Durrance concluded that the remainder was damaged due to the proximity of the expressway. A summary of Mr. Durrance's estimate of value is below.

Land Taken (\$25,000 per acre)	\$ 628,700
Severance Damages	\$ 100,000
Total for Owner	\$728,700

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

OWNERS' APPRAISAL REPORTS

The owners retained both Charles W. Haynes, Jr., GAA, and Richard C. Dreggors, GAA, state-certified general real estate appraiser, to value the property. Their opinions of value are summarized below.

	Haynes	Dreggors
Land Taken (at \$50,000 and \$55,000 per acre, respectively)	\$1,257,400	\$1,383,300
Severance Damages (at 50% and 50%)	\$2,664,100	\$3,436,600
Total for Owner	\$3,921,500	\$4,819,900

The report provided by Mr. Dreggors contains a watermark indicating it is a work in progress.

According to Mr. Haynes, the highest and best use in the before is for residential development. In the before condition, Mr. Haynes used comparable sales from 2005 and 2006, rather than the date of taking. In the after condition, Mr. Haynes opined that the highest and best use is for continued agricultural use with a limited future residential development potential. After the taking, Mr. Haynes stated that the value of the land would be reduced from \$50,000 per acre to \$25,000 per acre.

Mr. Dreggors also concluded that the highest and best use of the property before the taking is for residential use. He relied upon comparable sales outside the market area, including sales in Osceola County and Winter Garden. Mr. Dreggors assumed that after the taking the property would be limited to rural residential use and estimated the value of the land at \$35,000 per acre, subject to 35% reduction due to the proximity of the expressway.

REQUESTED ACTION

Board approval is requested to serve an Offer of Judgment in the amount of **\$1,200,000**, respectively. The Offer of Judgment would settle all pending claims with Respondent, HMF, LLC, including full compensation for the property, severance damages, business damages, and interest, if any, with the exception of attorney's fees and costs, and expert fees and costs, subject to apportionment.

The Right of Way Committee recommended approval on September 28, 2016.

Attachments

cc: Suzanne Driscoll, Esq., Shutts & Bowen

Reviewed by:



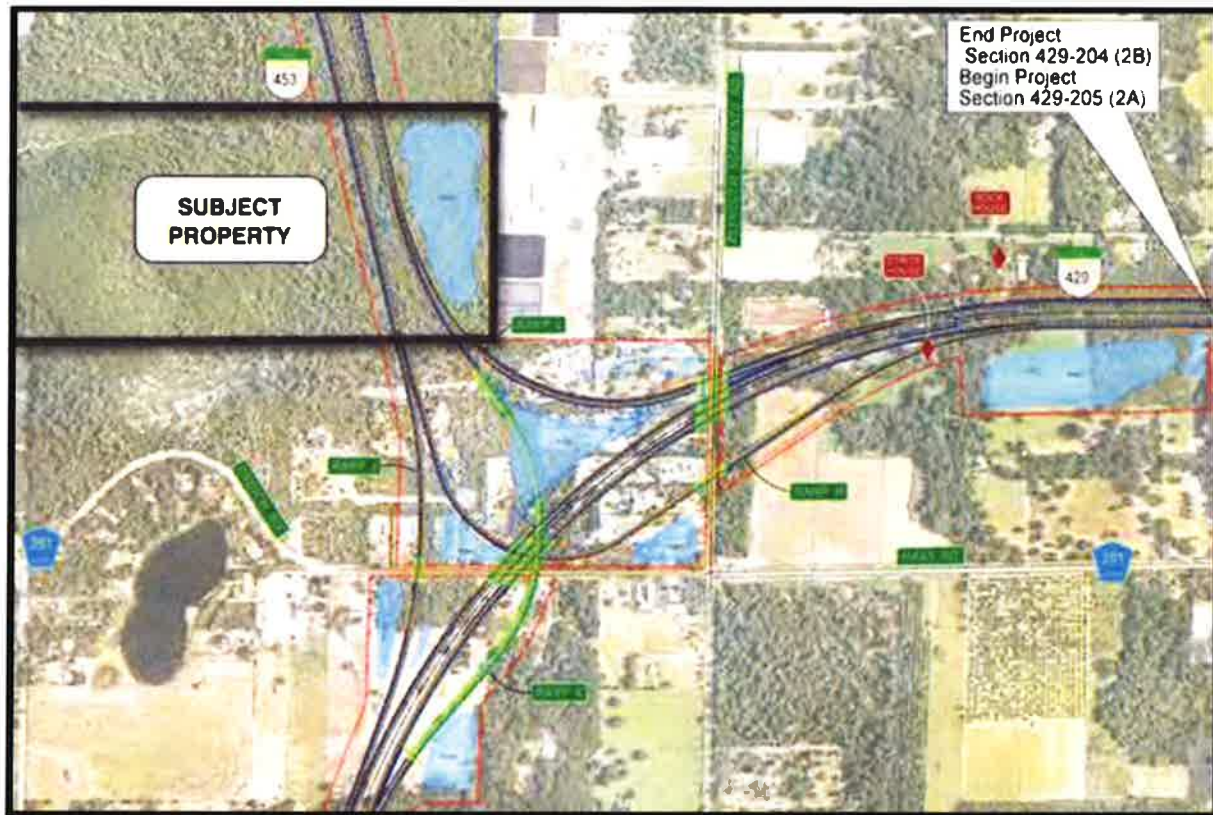
The HMF Property

• Parcel 301 •

Welkiva Parkway



GENERAL LOCATION MAP



The HMF Property:

• Parcel 301 •

Wekiva Parkway



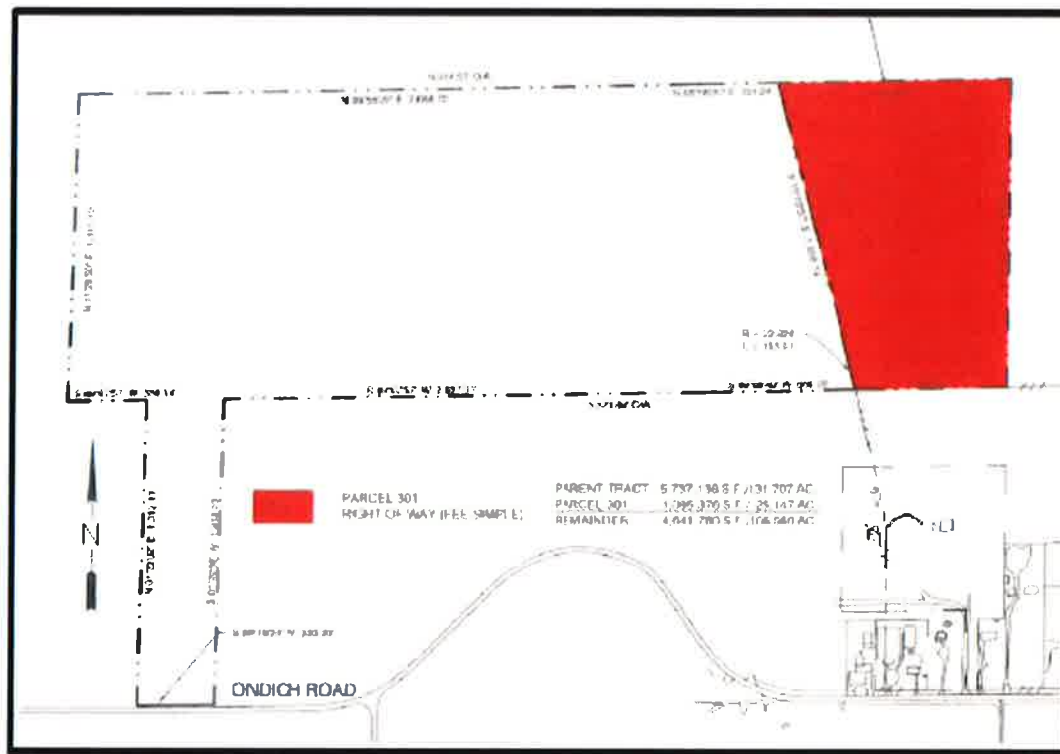
AERIAL

(Source: OCPAR.org – 2014 Image Date)

The HMF Property

• *Parcel 301* •

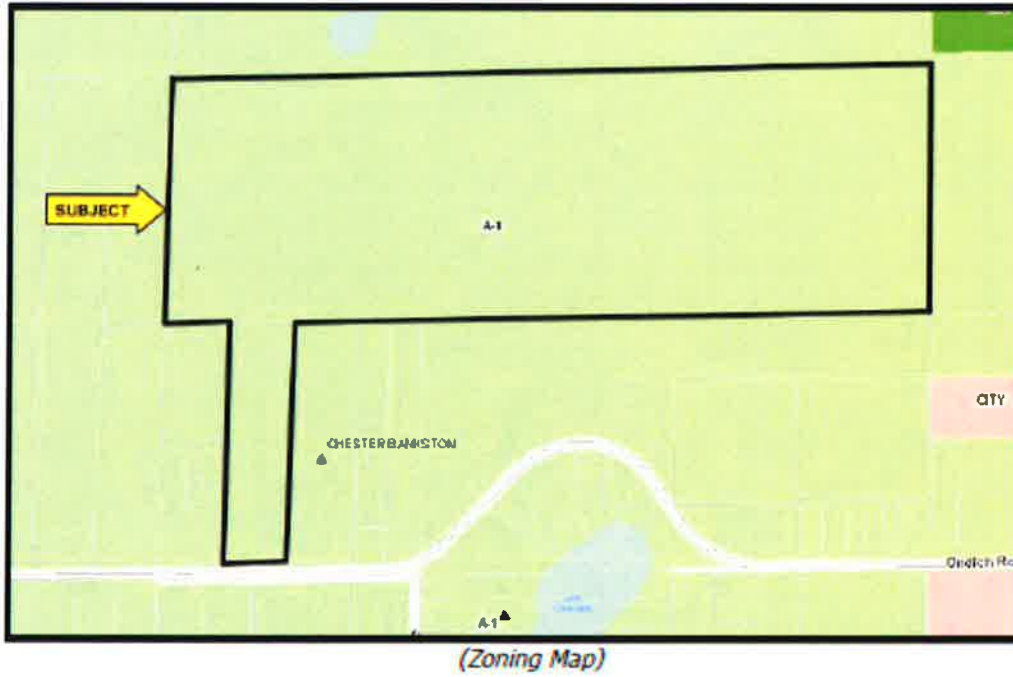
Wekiva Parkway



N **SKETCH**

ZONING/LAND USE

The subject is currently zoned A-1, (Citrus Rural District) by Orange County, with a Rural/Agricultural (R) future land use category (FLU), as indicated by the following maps.



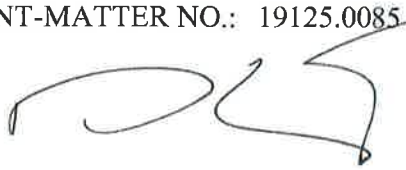
CONSENT AGENDA ITEM

#25



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0085
Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 3, 2016

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 168
Proposed Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 168 owned by Phillip M. Simmons for State Road 429 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 168 is a fee simple partial taking consisting of .228 acres. The parent tract was 9.737 acres in size and the remainder property is 9.509 acres. The property is located at 3145 Phils Lane in Apopka, Orange County, Florida. The subject property is improved with two (2) manufactured homes. The first is 1,728 s.f. containing 3 bedrooms and 2 bathrooms constructed in 1993. The second 672 s.f. manufactured home containing 2 bedrooms and 1 bathroom was constructed in 1968. Other improvements include a detached aluminum 2 car carport, two (2) metal sheds, a wood frame shop building and a wood shed. The property is zoned A-1, citrus rural district by Orange County.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams. Mr. Hall opined the highest and best use of the property is for continued single family use. Mr. Hall used five (5) comparable land sales with prices ranging from \$22,874 per acre to \$30,021 per acre to arrive at an estimate of the land value of the Subject Property of \$30,000 per acre and a value of \$6,900 for the land taken.

Mr. Hall used three (3) improved sales to determine the value of the first manufactured home which is larger and of newer construction with prices ranging from \$57.66 to \$67.95 s.f. In the after condition, the residence is within 470 feet of the new right-of-way line for the SR 429 roadway which has significantly changed the character of the neighborhood in the after condition. Mr. Hall concluded severance damages in the amount of 30% to this manufactured

home as a result of the proximity of the roadway and the change in character of the neighborhood.

Mr. Hall used three (3) improved sales to determine the value of the smaller and older manufactured home with prices ranging from \$35.96 to \$40.15 s.f. In the after condition, the manufactured home is within 55 feet of the new right-of-way line for the SR 429 roadway which has significantly changed the character of the neighborhood in the after condition. Mr. Hall concluded severance damages in the amount of 50% to this manufactured home. Furthermore, Mr. Hall concluded severance damages of 50% to the remaining land as a result of the proximity of the roadway and the change in character of the neighborhood. Accordingly, Mr. Hall's total valuation for Parcel 168 is \$197,800 (\$6,900 land; \$34,800 damages to manufactured home #1; \$13,500 damages to manufactured home #2 and \$142,600 damages to the land).

Phillip M. Simmons is represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle this parcel. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the cause for a delay in settlement negotiations. While this case is currently set on the Court's July 2017 trial docket, due to Mr. Callan's health issues, it may ultimately be removed as Mr. Callan has already requested that the pretrial deadlines be extended. Accordingly, in an effort to move this case forward and to provide the property owner a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owners, the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 168 in the amount of \$330,000, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value and severance damages allocated to the manufactured homes and remaining land value.

For the above-cited reasons, Right-of-Way counsel requests the approval of the CFX Board for an Offer of Judgment in the amount of \$330,000, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that CFX Board approve the Offer of Judgment in the amount of \$330,000, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 168.

This matter was recommended for approval by the Right-of-Way Committee at its meeting on September 28, 2016.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: _____

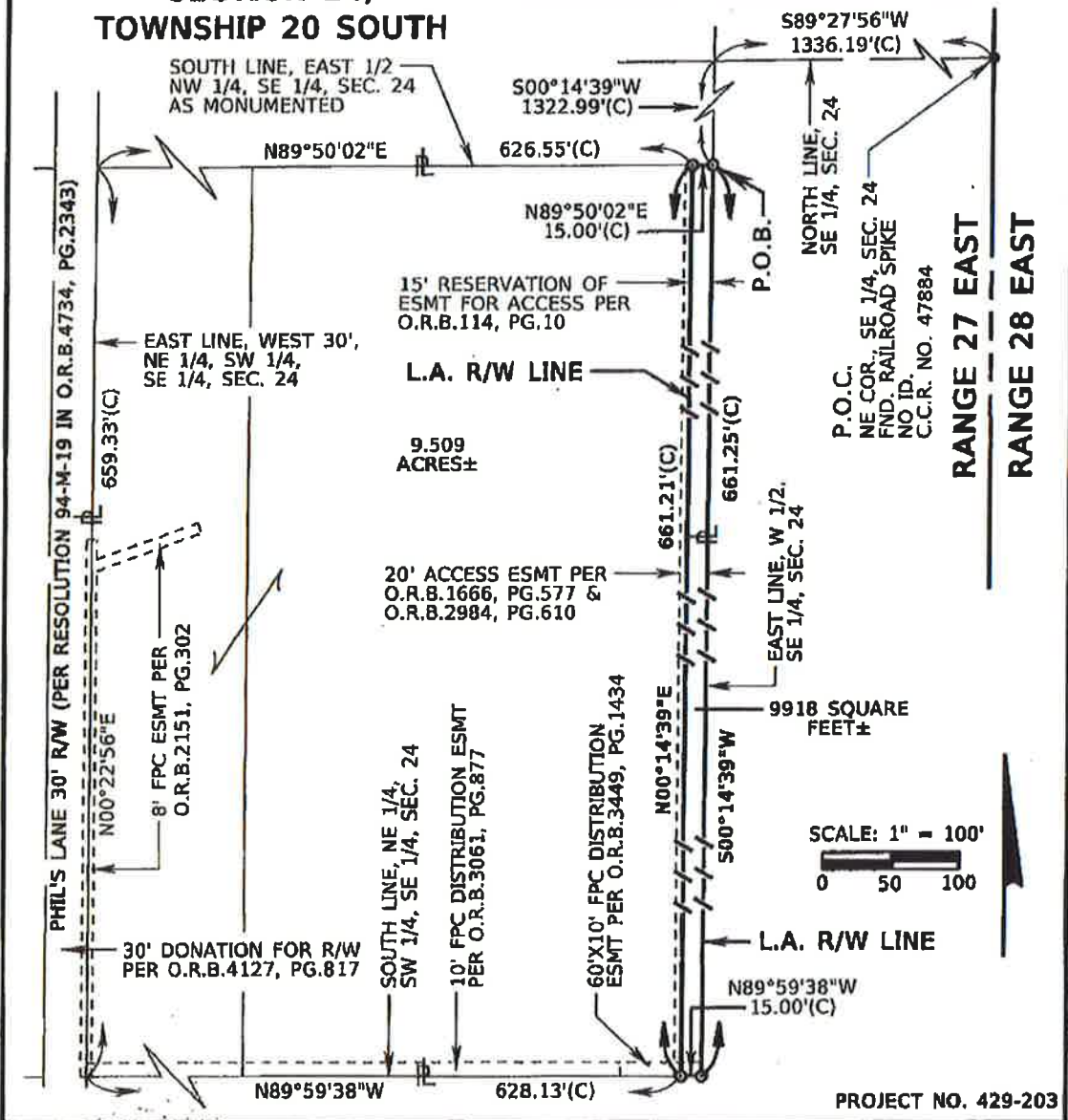
Joseph S. Lassatore

ORLDOCS 14968720 1

EXHIBIT “A”

BEARING STRUCTURE BASED ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SEC. 24-20-27, BEING S89°27'56"W, FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983/2007 ADJUSTMENT.

**SECTION 24,
TOWNSHIP 20 SOUTH**



SCALE: 1" = 100'
0 50 100

PROJECT NO. 429-203

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE "HIGHEST PROFESSIONAL STANDARDS" AS REQUIRED BY CHAPTER 55-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
William E. Otkrow 12/06/13 DATE
WILLIAM E. OTKROW, SLL
LICENSE NUMBER 5442

CLASSIFICATION OF AUTHORIZATION IS 19 (1121)
BOWSER
SURVEYING
520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801
14071 845-9120
FAX 407-840-8664

SKETCH OF DESCRIPTION.
THIS IS NOT A BOUNDARY SURVEY.
S.R. 429 (WEKIVA PARKWAY)
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
168
SCALE: 1"=100'
SHEET 2 OF 2

**SKETCH OF DESCRIPTION
PARCEL 168**

EXHIBIT “B”

**PHOTOGRAPHS OF SUBJECT
PARCEL 168**



1. LOOKING NORTH AT THE FRONTAGE ALONG PHILS LANE



2. LOOKING EAST AT HOUSE 1

Photographs Taken By:
David K. Hall
August 14, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 168**



3. LOOKING EAST AT HOUSE 2



4. LOOKING NORTHEAST AT THE BARN/SHED AND THE VINYL SIDING SHED

Photographs Taken By:
David K. Hall
August 14, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 168**

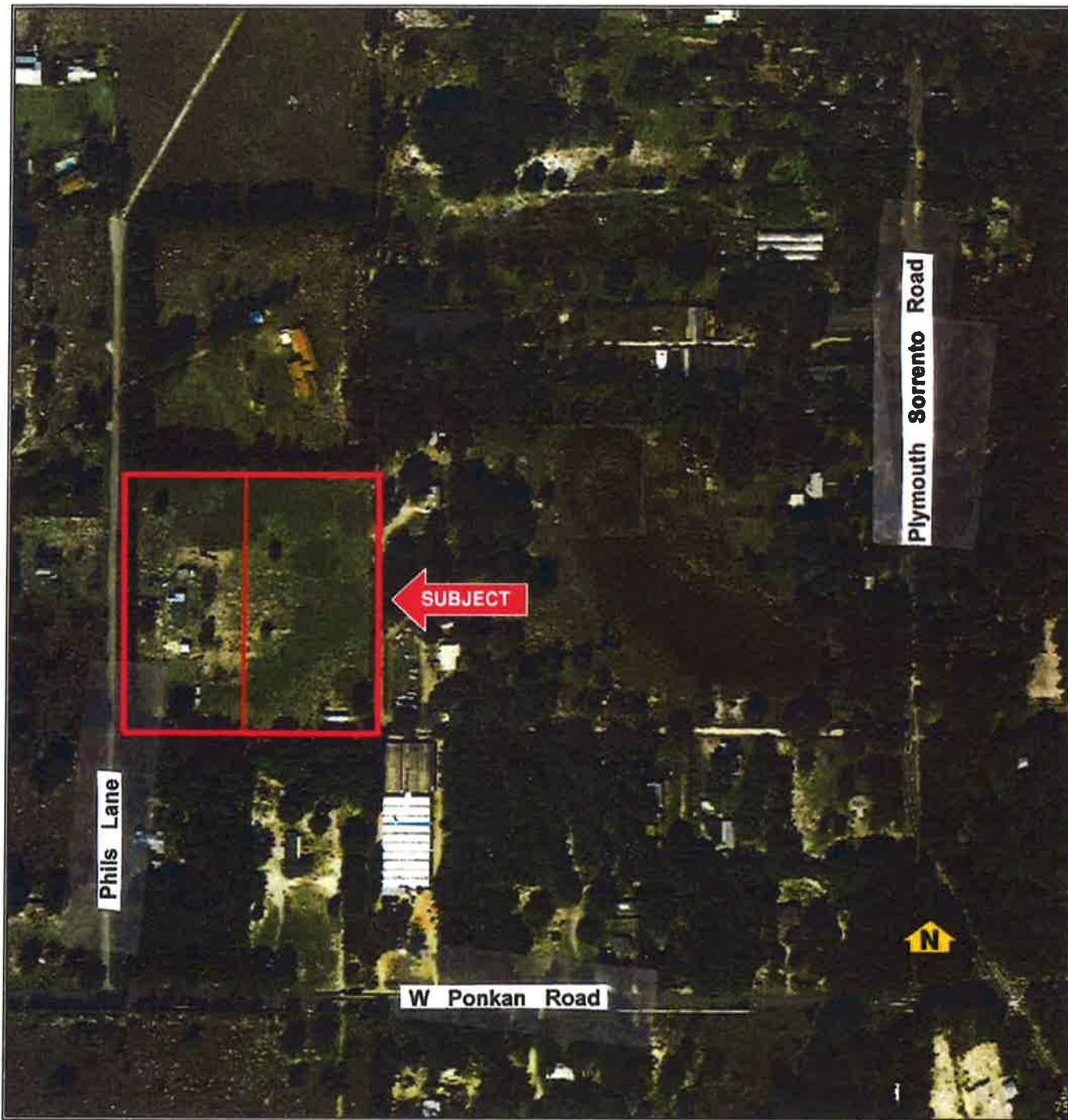


5. LOOKING EAST AT THE DETACHED CARPORT



6. LOOKING SOUTHEAST AT THE METAL SHED AND DOG PENS

Photographs Taken By:
David K. Hall
August 14, 2014



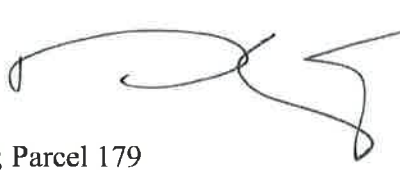
CONSENT AGENDA ITEM

#26



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0093
Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 3, 2016

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 179
Proposed Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 179 owned by Patrick E. Watson and Teresa G. Watson for State Road 429 Wekiva Parkway, Project 429-203.

DESCRIPTION AND BACKGROUND

Parcel 179 is a fee simple partial taking consisting of 1.096 acres. The parent tract was 6.0 acres in size and the remainder property is 4.904 acres. The property is located at 3468 and 3480 Plymouth Sorrento Road in unincorporated Orange County, Florida. This is the homestead property of Patrick E. Watson and Teresa G. Watson. The subject property is improved with a 2,224 s.f. residence containing 4 bedrooms and 3 bathrooms built in 1945 and renovated in 2009. The property is also improved with a 1,154 s.f. manufactured home containing 3 bedrooms and 2 bathrooms constructed in 1984. Other improvements include an in ground swimming pool, a 1,080 s.f. horse barn and shed. The property is zoned A-1, citrus rural district by Orange County.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams. Mr. Hall opined the highest and best use of the property is for continued single family use. Mr. Hall used five (5) comparable land sales with prices ranging from \$25,416 per acre to \$30,021 per acre to arrive at an estimate of the land value of the Subject Property of \$30,000 per acre and a value of \$33,000 for the land taken. Additionally, he estimated the value of the miscellaneous fencing improvements on the parcel at \$5,800.

Mr. Hall used four (4) improved sales to determine the value of the residence and its associated improvements, with prices ranging from \$78.99 to \$89.55 s.f. In the after condition, the residence is within 590 feet of the new right-of-way line for the SR 429 roadway, which has significantly changed the character of the neighborhood in the after condition. Mr. Hall

concluded severance damages in the amount of 20% to the residence and 50% to the land as a result of the proximity of the roadway and the change in character of the neighborhood.

Mr. Hall used three (3) improved sales to determine the value of the manufactured home and associated improvements, with prices ranging from \$35.96 to \$40.15 s.f. In the after condition, the manufactured home is within 293 feet of the new right-of-way line for the SR 429 roadway, which has significantly changed the character of the neighborhood in the after condition. Mr. Hall concluded severance damages in the amount of 40% to the manufactured home and 50% to the land as a result of the proximity of the roadway and the change in character of the neighborhood. In addition, the fencing must be reestablished which Mr. Hall has estimated to cost \$800. Accordingly, Mr. Hall's total valuation for Parcel 179 is \$167,800 (\$33,000 land; \$5,800 improvements; \$128,200 damages; and \$800 cure).

Patrick E. Watson and Teresa G. Watson are represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle this parcel. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the cause for a delay in settlement negotiations. Additionally, in light of Mr. Callan's health issues, the court has removed this parcel from the trial docket. Accordingly, in an effort to move this case forward, to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owners, the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 179 in the amount of \$302,400, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value and severance damages allocated to the residence and manufactured home.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve an Offer of Judgment in the amount of \$302,400, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$302,400, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 179.

This matter was recommended for approval by the Right-of-Way Committee at its meeting on September 28, 2016.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

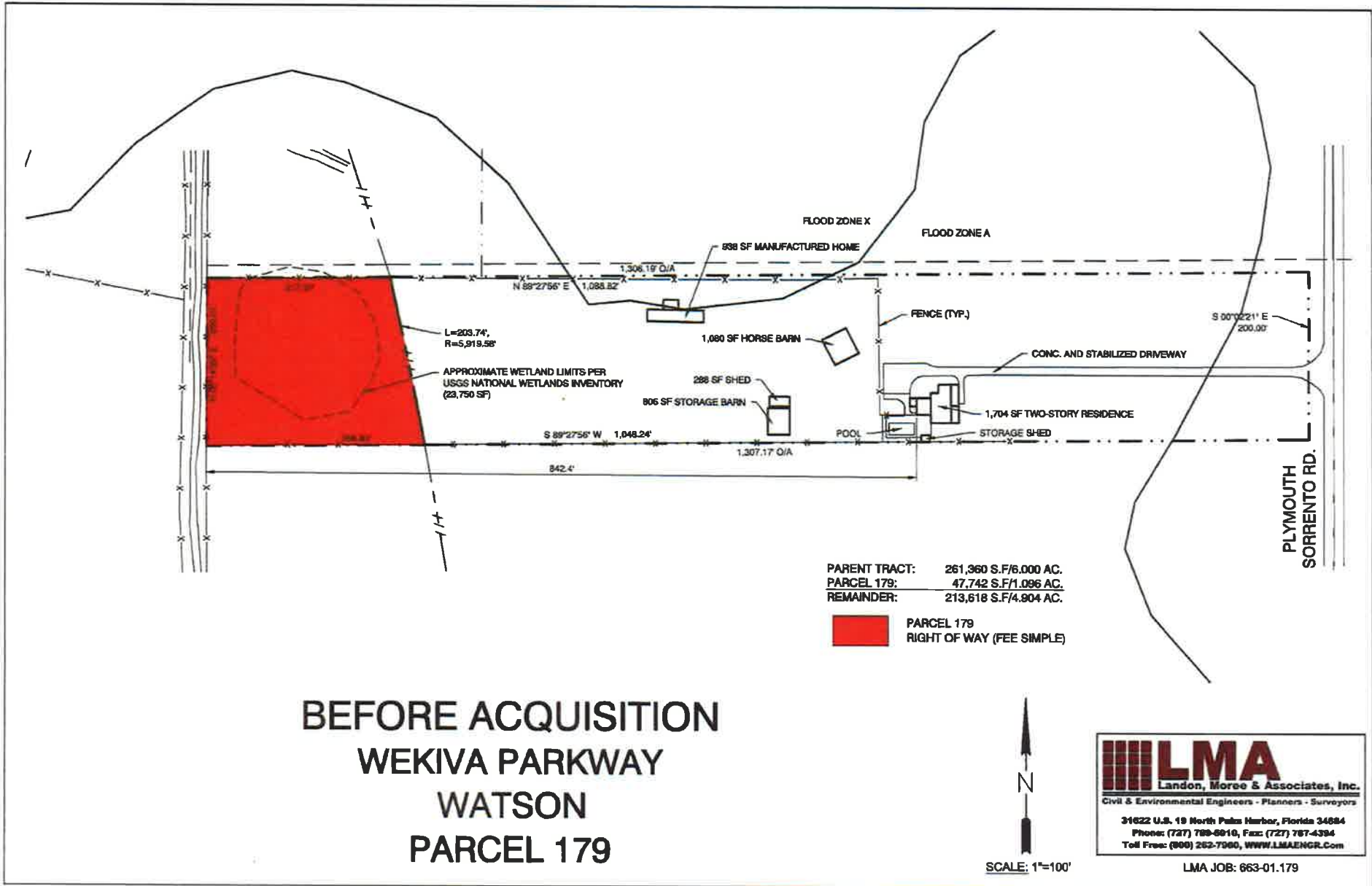
Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by:

A handwritten signature in cursive script, reading "Joseph J. Pasnatore", is written over a horizontal line.

ORLDOCS 14968724 1

EXHIBIT “A”



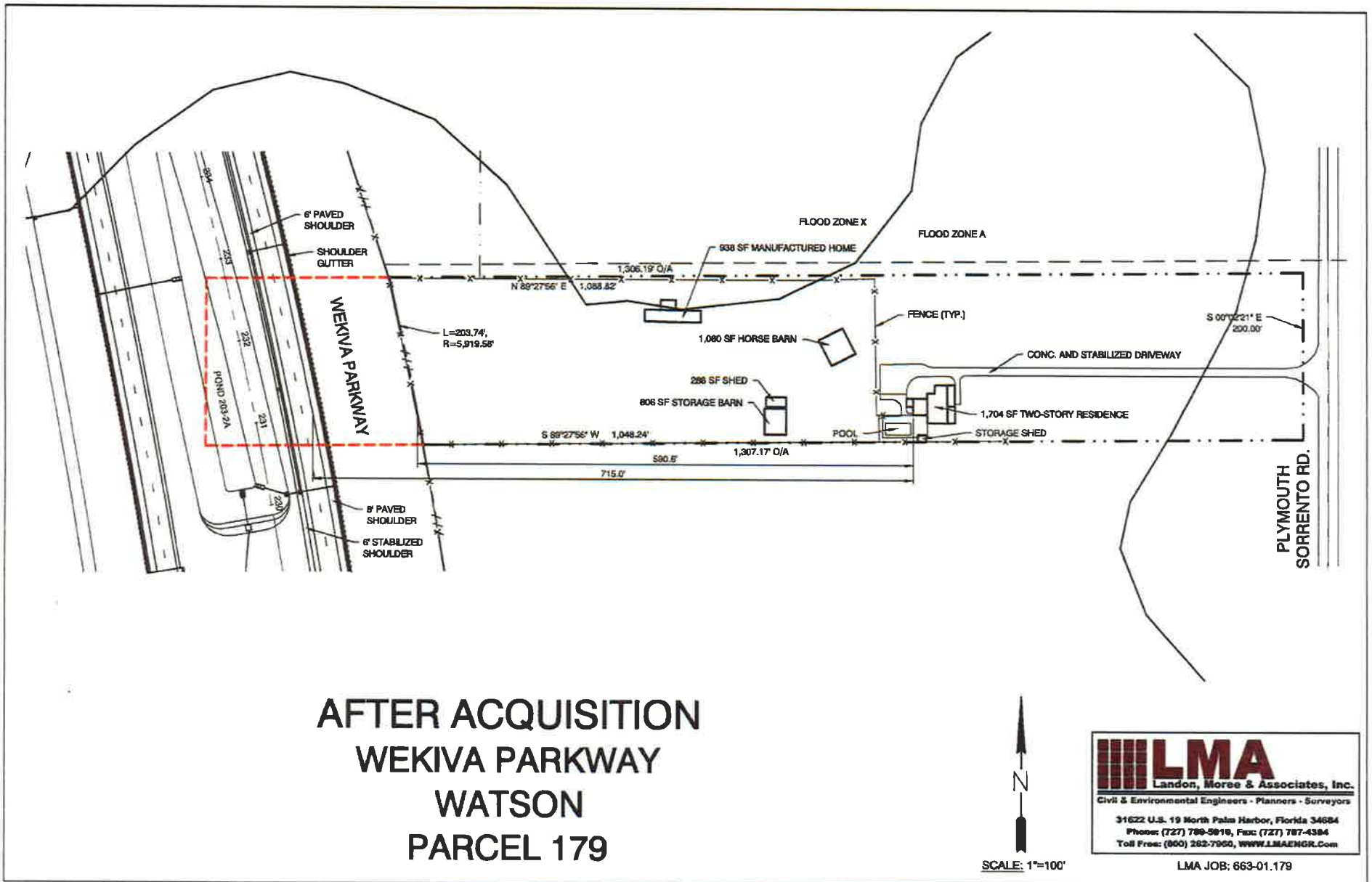


EXHIBIT “B”

**PHOTOGRAPHS OF SUBJECT
PARCEL 179**



3. LOOKING SOUTHEAST AT THE SINGLE FAMILY RESIDENCE



4. LOOKING SOUTHWEST AT THE RESIDENCE

Photographs Taken By:
Craig S. Adams
July 1, 2013

**PHOTOGRAPHS OF SUBJECT
PARCEL 179**



5. LOOKING WEST AT THE POOL



6. LOOKING SOUTHWEST AT THE SHED AND POLE BARN

Photographs Taken By:
Craig S. Adams
July 1, 2013

**PHOTOGRAPHS OF SUBJECT
PARCEL 179**



7. LOOKING NORTH AT THE STABLE



8. LOOKING NORTHWEST AT THE MANUFACTURED HOME


CONSENT AGENDA ITEM

#27



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0145
Board Members

FROM: Suzanne M. Driscoll, Esq., Right-of-Way Counsel 

DATE: September 23, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 242
Proposed Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 242 owned by Larry M. Everly, Sr. and Connie F. Everly, Trustees for State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 242 is a fee simple partial taking consisting of 4.170 acres. The parent tract was 27.586 acres in size and the remainder property is 23.416 acres. The property is located at 3100 Ondich Road in Apopka, Orange County, Florida. The subject property is improved with a 1,380 s.f. manufactured home containing 3 bedrooms and 3 bathrooms built in the late 1990s. There are 2 additional buildings consisting of a metal warehouse and modular office building. Other improvements include fencing, an electric gate and irrigation system. The property is zoned A-1, citrus rural district by Orange County.

The CFX's appraisal of the property was prepared by Chad Durrance of Durrance and Associates. Mr. Durrance opined the highest and best use of the property is for continued residential use. Mr. Durrance used six (6) comparable land sales with prices ranging from \$24,200 per acre to \$29,300 per acre to arrive at an estimate of the land value of the Subject Property of \$27,500 per acre and a value of \$114,700 for the land taken. Additionally, he estimated the contributory value of the electric gate and miscellaneous fencing improvements on the parcel at \$30,700.

Mr. Durrance used five (5) improved sales to determine the value of the manufactured home and its associated improvements with prices ranging from \$17 to \$32 s.f. In the after condition, the manufactured home is within 213 feet of the new right-of-way line for the SR 429 roadway, which has significantly changed the character of the neighborhood in the after

condition. Mr. Durrance concluded severance damages in the amount of \$200,000 to the manufactured home and surrounding land as a result of the proximity of the roadway and the change in character of the neighborhood. Additionally, with the assistance of an engineer, Mr. Durrance concluded that the net cost to reestablish the driveway connection and electronic gate and fencing is \$78,500. Accordingly, Mr. Durrance's total valuation for Parcel 242 is \$423,900 (\$114,700 land; \$30,700 improvements; \$200,000 damages; and \$78,500 cure).

Larry M. Everly, Sr. and Connie F. Everly, Trustees are represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle this parcel. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the cause for a delay in settlement negotiations. While this case is currently set on the Court's May 2017 trial docket, due to Mr. Callan's health issues, it may ultimately be removed as Mr. Callan has already requested that the pretrial deadlines be extended. Accordingly, in an effort to move this case forward and to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owners, the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 242 in the amount of \$597,840, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value and severance damages, and additional monies for the improvements and cure costs.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve an Offer of Judgment in the amount of \$597,840, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$597,840, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 242.

This matter was recommended for approval by the Right-of-Way Committee at its meeting on September 28, 2016.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: Joseph Passiotra

ORLDOCS 14945496 1

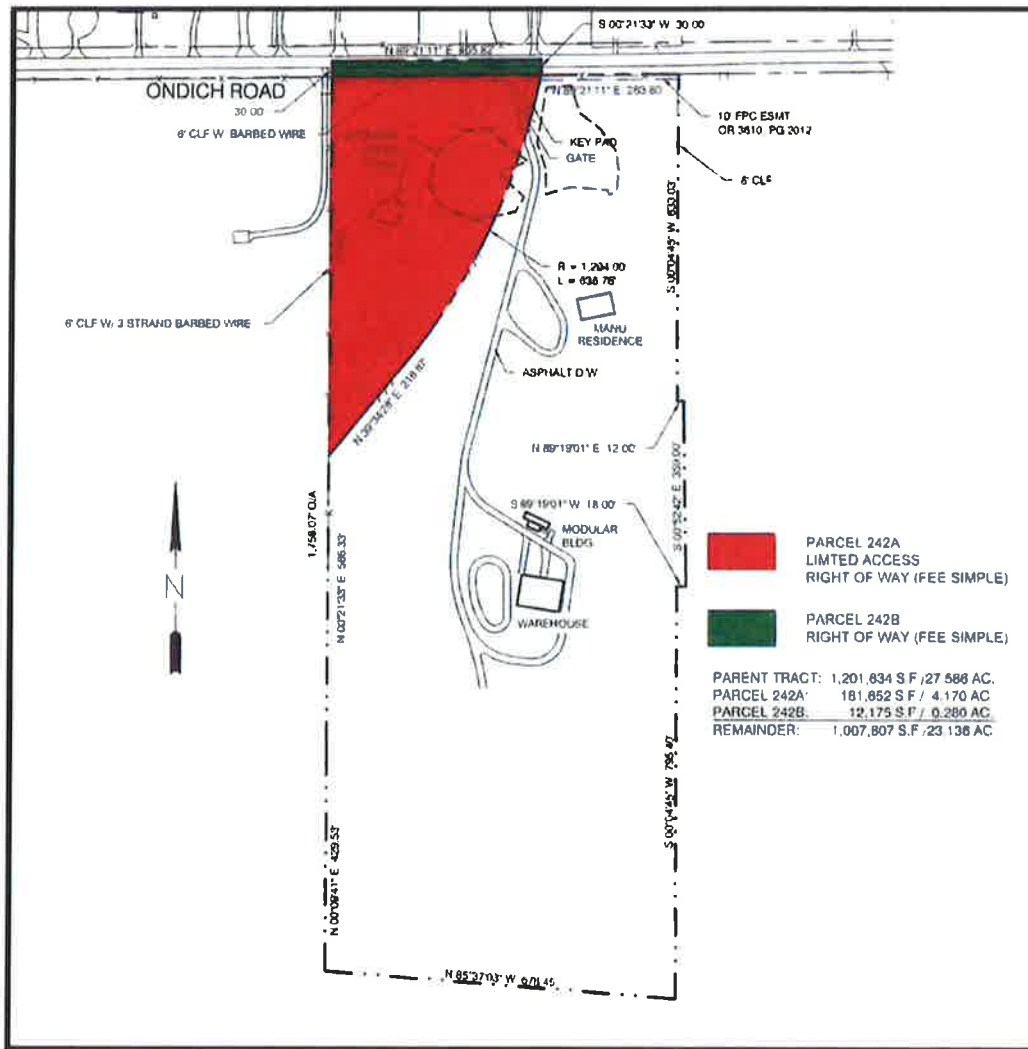
EXHIBIT “A”

meter/breaker boxes, mechanical roll gate, and electronic keypad. The contributory value of the improvements taken was outlined previously in the Before value and is summarized below.

Total Improvements Taken \$30,700 (R)

Deducting the value of the part taken (land and improvements) from the Before Value results in a Remainder Value "As Part of the Whole", as summarized below.

Before Value	\$834,700
Part Taken (\$114,700+ \$30,700)	<u>145,400</u>
Remainder Value "As Part of the Whole"	<u>\$689,300</u>



REMAINDER DESCRIPTION

After the taking, the remainder will contain 23.416 acres of land, which is a reduction of about 15% compared to the Before size of 27.586 acres. The remainder has an irregular configuration and the same building improvements as existed prior to the taking, however the driveway access has been severed.

EXHIBIT “B”



View of manufactured residence and screened porch (Photo #3)



Southern view of rolling mechanical gate, asphalt drive and electronic keypad (Photo #4)



AERIAL MAP OF SUBJECT

CONSENT AGENDA ITEM

#28



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0147
 Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: October 3, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 251
 Proposed Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 251 owned by American Finance, LLC for State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 251 is a fee simple whole taking consisting of .76 acres. The property is located at 3305 Ondich Rd. in unincorporated Orange County, Florida. The subject property is improved with a 1,260 s.f. log cabin containing 4 bedrooms and 1 bathroom built in 1981. The property is zoned A-1, citrus rural district by Orange County.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams. Mr. Hall opined the highest and best use of the property is for rural residential development. Mr. Hall used four (4) comparable land sales with prices ranging from \$35,000 per lot to \$41,800 per lot to arrive at an estimate of the land value of the Subject Property of \$41,000 per lot.

Mr. Hall used four (4) improved sales to determine the value of the improvements, with prices ranging from \$63.48 to \$76.82 s.f. Mr. Hall concluded a value of \$75 per s.f. for the improvements or \$94,500. Accordingly, Mr. Hall's total valuation of the taking of Parcel 251 is \$135,500.

American Finance, LLC is represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle these parcels or set them for trial if we were unable to reach a resolution. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the cause for a delay in

settlement negotiations. Additionally, in light of Mr. Callan's health issues, the court has removed several of his parcels from the trial docket. Therefore, filing a notice for trial on the parcels we have been unable to resolve would likely not render a trial date to be set on the Court's docket. Accordingly, in an effort to move these cases to fruition, to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 251 in the amount of \$205,200, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects a slight increase in the land value and additional monies for the improvements.

For the above-cited reasons, Right-of-Way counsel requests approval by the CFX Board for an Offer of Judgment in the amount of \$205,200, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$205,200, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 251.

This matter was recommended for approval by the Right-of-Way Committee members at the September 28, 2016 meeting.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by:



LEGAL DESCRIPTION

PARCEL 25 I
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE


THAT PART OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7844, PAGE 4027 AND BOOK 8432, PAGE 4446, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"THE WEST 110 FEET OF THE EAST 330 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS THE SOUTH 30 FEET FOR ROAD RIGHT-OF-WAY."


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 0.760 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, PSAI NO. 5623
 DATE: 12/18/13
 NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		SHEET: 1 OF 2

SKETCH OF DESCRIPTION

PARCEL 25 I
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

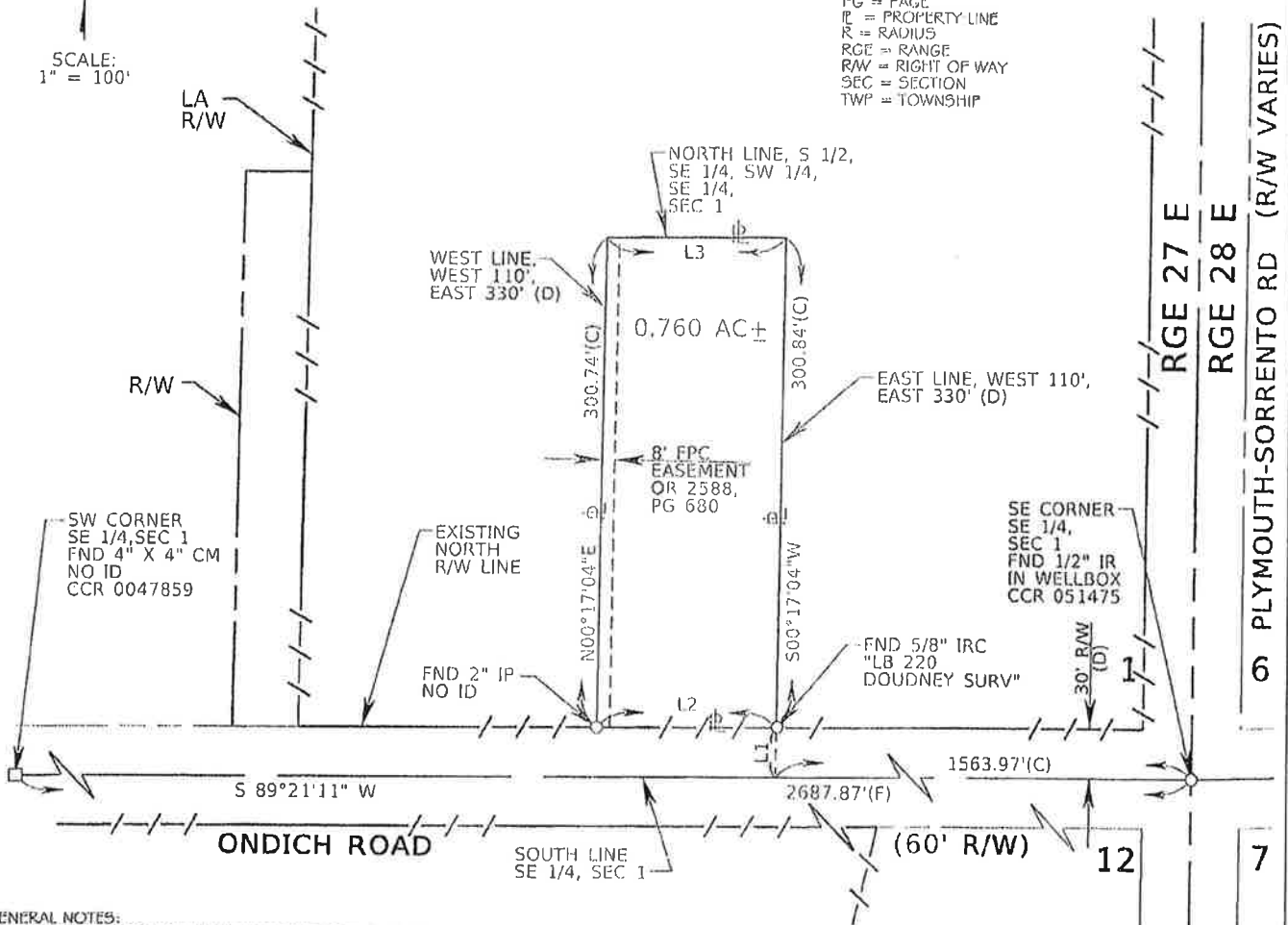
**TOWNSHIP 20 SOUTH,
 RANGE 27 EAST**

LINE TABLE		
L1	N 00°17'04" E	30.00'(C)
L2	S 89°21'11" W	110.01'(C)
L3	N 89°18'06" E	110.02'(C)

SCALE:
 1" = 100'

LEGEND

- C = CALCULATED
- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- COR = CORNER
- D = DEED
- DB = DEED BOOK
- F = FIELD
- FND = FOUND
- FPC = FLORIDA POWER CORPORATION
- ID = IDENTIFICATION
- IR = IRON ROD
- LA = LIMITED ACCESS
- LB = LICENSED BUSINESS
- OR = OFFICIAL RECORDS
- PB = PLAT BOOK
- PG = PAGE
- PL = PROPERTY LINE
- R = RADIUS
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 20, 2012, FILE NO. 2037-2856989 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13

URS

URS CORPORATION
 315 E. ROBINSON STREET
 SUITE 245
 ORLANDO, FL 32801-1949
 PH (407) 422-0353
 LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OOCEA PROJECT NO: 429-204

SHEET: 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 251**



1. LOOKING EAST AT THE FRONTAGE ALONG ONDICH ROAD



2. LOOKING NORTH AT THE DRIVE

Photographs Taken By:
David K. Hall
May 29, 2015

EXHIBIT "B"

**PHOTOGRAPHS OF SUBJECT
PARCEL 251**



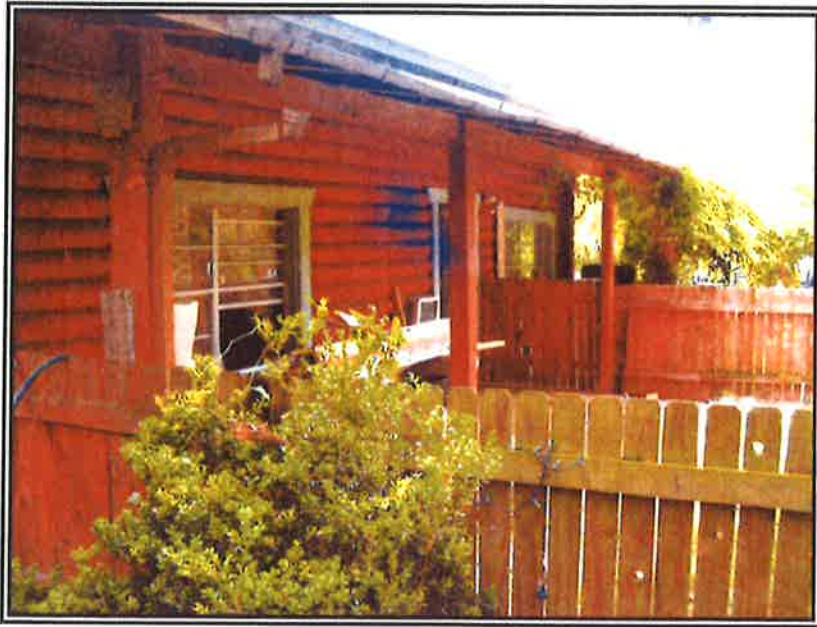
3. LOOKING NORTHWEST AT THE RESIDENCE



4. LOOKING NORTHWEST AT THE FRONT PORCH

Photographs Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 251**



5. LOOKING NORTHEAST AT THE RESIDENCE

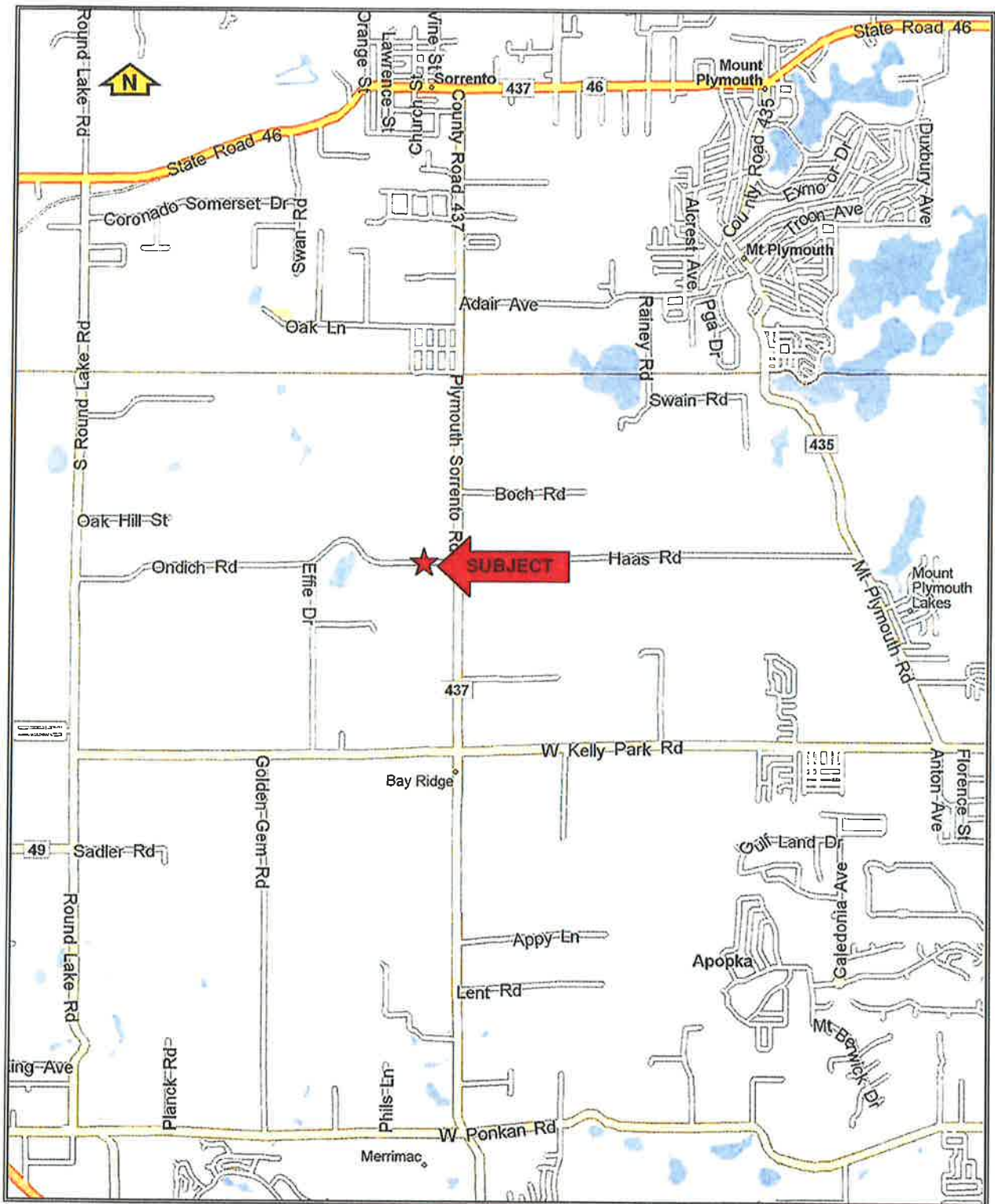


6. LOOKING WEST AT THE RESIDENCE

Photographs Taken By:
Craig S. Adams
July 21, 2014



**AERIAL PHOTO
PARCEL 251**



**SUBJECT LOCATION MAP
PARCEL 251**

CONSENT AGENDA ITEM

#29



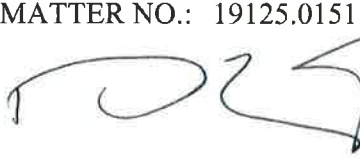
MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0151
Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: October 3, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 258
Proposed Offer of Judgment



Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 258 owned by Robert and Lois Brown for State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 258 is a fee simple whole taking consisting of 2.003 acres. The property is located at 6014 Plymouth Sorrento Rd. in Apopka, Florida. This was the homestead for Mr. and Mrs. Brown. The subject property is improved with a 2,101 s.f. single family residence containing 3 bedrooms and 2 bathrooms built in 1990. Additional improvements include a 238 s.f. carport, 183 s.f. shed, 145 s.f. wood frame storage shed and a 528 s.f. two car garage. The property is zoned A-1, citrus rural district by Orange County.

The CFX's appraisal of the property was prepared by David Hall of Bullard, Hall and Adams. Mr. Hall opined the highest and best use of the property is for rural residential development. Mr. Hall used four (4) comparable land sales with prices ranging from \$22,874 per s.f. to \$30,021 per s.f. to arrive at an estimate of the land value of the Subject Property of \$30,000 per ac. or \$60,100 for the land value.

Mr. Hall used four (4) improved sales to determine the value of the improvements, with prices ranging from \$100.00 to \$105.62 s.f. Mr. Hall concluded a value of \$105 per s.f. for the improvements or \$220,700. Accordingly, Mr. Hall's total valuation of the taking of Parcel 258 is \$280,800.

Mr. and Mrs. Brown are represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle these parcels or set them for trial

if we were unable to reach a resolution. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the cause for a delay in settlement negotiations. Additionally, in light of Mr. Callan's health issues, the court has removed several of his parcels from the trial docket. Therefore, filing a notice for trial on the parcels we have been unable to resolve would likely not render a trial date to be set on the Court's docket. Accordingly, in an effort to move these cases to fruition, to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 258 in the amount of \$386,400, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value and additional monies for the improvements.

For the above-cited reasons, Right-of-Way counsel requests approval by the CFX Board for an Offer of Judgment in the amount of \$386,400, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$386,400, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 258.

This matter was recommended for approval by the Right-of-Way Committee members at the September 28, 2016 meeting.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: _____



LEGAL DESCRIPTION

PARCEL 258
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

THAT PART OF THE SOUTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1,
 TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING
 THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3115, PAGE 570, PUBLIC
 RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

"THE SOUTH 1/4 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SE 1/4 OF THE
 SE 1/4, SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (LESS ROAD WAY
 ON SOUTH AND EAST) AS RECORDED IN THE PUBLIC RECORDS OF ORANGE
 COUNTY, FLORIDA."

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 2.003 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

12/18/13

 DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL


FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	 URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		SHEET: 1 OF 2

EXHIBIT "A"

SKETCH OF DESCRIPTION

PARCEL 258

PURPOSE: LIMITED ACCESS RIGHT OF WAY

ESTATE: FEE SIMPLE

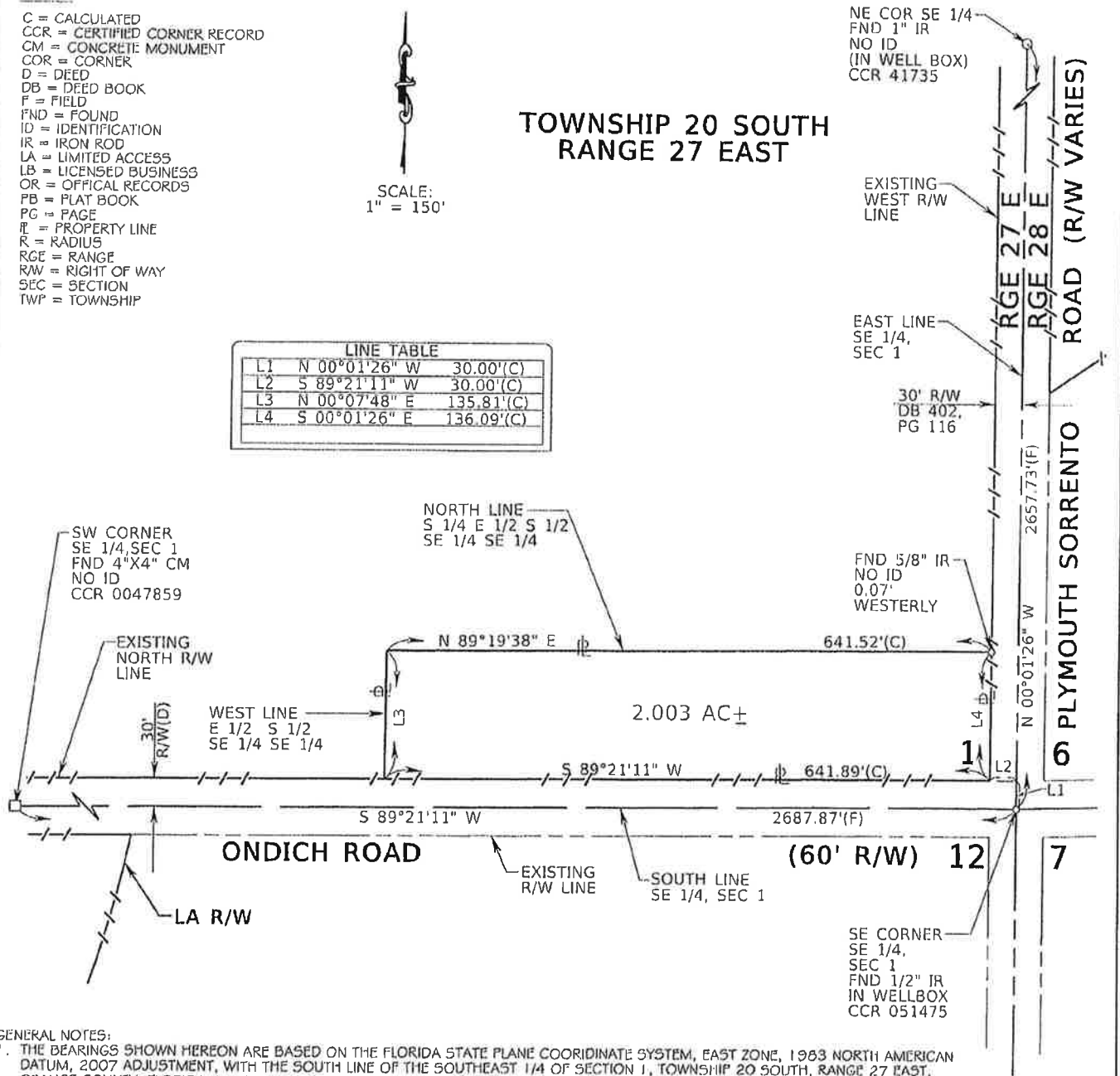
LEGEND

- C = CALCULATED
- CCR = CERTIFIED CORNER RECORD
- CM = CONCRETE MONUMENT
- COR = CORNER
- D = DEED
- DB = DEED BOOK
- F = FIELD
- FND = FOUND
- ID = IDENTIFICATION
- IR = IRON ROD
- LA = LIMITED ACCESS
- LB = LICENSED BUSINESS
- OR = OFFICAL RECORDS
- PB = PLAT BOOK
- PG = PAGE
- PL = PROPERTY LINE
- R = RADIUS
- RGE = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP



**TOWNSHIP 20 SOUTH
RANGE 27 EAST**

LINE TABLE		
L1	N 00°01'26" W	30.00'(C)
L2	S 89°21'11" W	30.00'(C)
L3	N 00°07'48" E	135.81'(C)
L4	S 00°01'26" E	136.09'(C)



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857102 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

STATE ROAD 429

DESIGNED BY: RJM

DATE: 12/18/13



URS CORPORATION
315 E. ROBINSON STREET
SUITE 245
ORLANDO, FL 32801-1949
PH (407) 422-0353
LICENSED BUSINESS NO. 6839

REVISIONS:

DRAWN BY: DJK

JOB NO:

APPROVED BY: RJM

OCEA PROJECT NO: 429-204

SHEET: 2 OF 2

**PHOTOGRAPHS OF SUBJECT
PARCEL 258**



1. LOOKING EAST AT THE FRONTAGE ALONG ONDICH ROAD



2. LOOKING NORTH AT THE DRIVE

Photographs Taken By:
David K. Hall
May 29, 2015

EXHIBIT "B"

**PHOTOGRAPHS OF SUBJECT
PARCEL 258**



3. LOOKING NORTHWEST AT THE SINGLE FAMILY RESIDENCE



4. LOOKING SOUTHEAST AT THE RESIDENCE

Photograph 3 Taken By:
David K. Hall
May 29, 2015

Photograph 4 Taken By:
Craig S. Adams
July 21, 2014

**PHOTOGRAPHS OF SUBJECT
PARCEL 258**



5. LOOKING SOUTHWEST AT THE RESIDENCE



6. LOOKING WEST AT THE CARPORT/SHED

Photographs Taken By:
Craig S. Adams
July 21, 2014



**AERIAL PHOTO
PARCEL 258**



**SUBJECT LOCATION MAP
PARCEL 258**

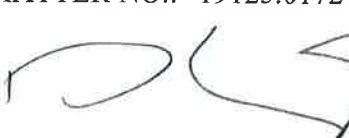
CONSENT AGENDA ITEM

#30



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0172
 Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 3, 2016

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 318
 Proposed Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 318 owned by Alan and Karen Bridges for State Road 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

Parcel 318 is a fee simple partial taking consisting of .032 acres. The parent tract was 5.018 acres and the remainder is 4.986 ac. The property is located at 22325 Coronado Somerset in Sorrento, Florida. This is the homestead for Mr. and Mrs. Bridges. The subject property is improved with a 2,204 s.f. s.f. single family residence containing 4 bedrooms and 2 bathrooms built in 2008. Additional improvements include a 621 s.f. barn.

The CFX's appraisal of the property was prepared by Richard MacMillan of The Appraisal Group of Central Florida. Mr. MacMillan opined the highest and best use of the property is for residential. Mr. MacMillan used four (4) comparable land sales with prices ranging from \$22,917 per s.f. to \$28,713 per s.f. to arrive at an estimate of the land value of the Subject Property of \$25,000 per ac. or \$800 for the land value.

Mr. MacMillan used three (3) improved sales to determine the value of the improvements, with prices ranging from \$288,500 to \$323,000 s.f. In the after condition, the residence is within 443' of the new right-of-way line for the SR 453 roadway, which has significantly changed the character of the neighborhood in the after condition. Mr. MacMillan concluded severance damages in the amount of 25% as a result of the proximity of the roadway and the change in character of the neighborhood. Accordingly, Mr. MacMillan's total valuation for Parcel 318 is \$82,400 (\$800 land, \$400 improvements, \$81,200 damages).

Mr. and Mrs. Bridges are represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle these parcels or set them for trial if we were unable to reach a resolution. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the cause for a delay in settlement negotiations. Additionally, in light of Mr. Callan's health issues, the court has removed several of his parcels from the trial docket. Therefore, filing a notice for trial on the parcels we have been unable to resolve would likely not render a trial date to be set on the Court's docket. Accordingly, in an effort to move these cases to fruition, to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 318 in the amount of \$148,800, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value, additional monies for the improvements and an increase in severance damages.

For the above-cited reasons, Right-of-Way counsel requests CFX Board approval for an Offer of Judgment in the amount of \$148,800, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$148,800, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 318.

This matter was recommended for approval by the Right-of-Way Committee members at the September 28, 2016 meeting.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property

Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: _____



ORLDOCS 14968813 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 318

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

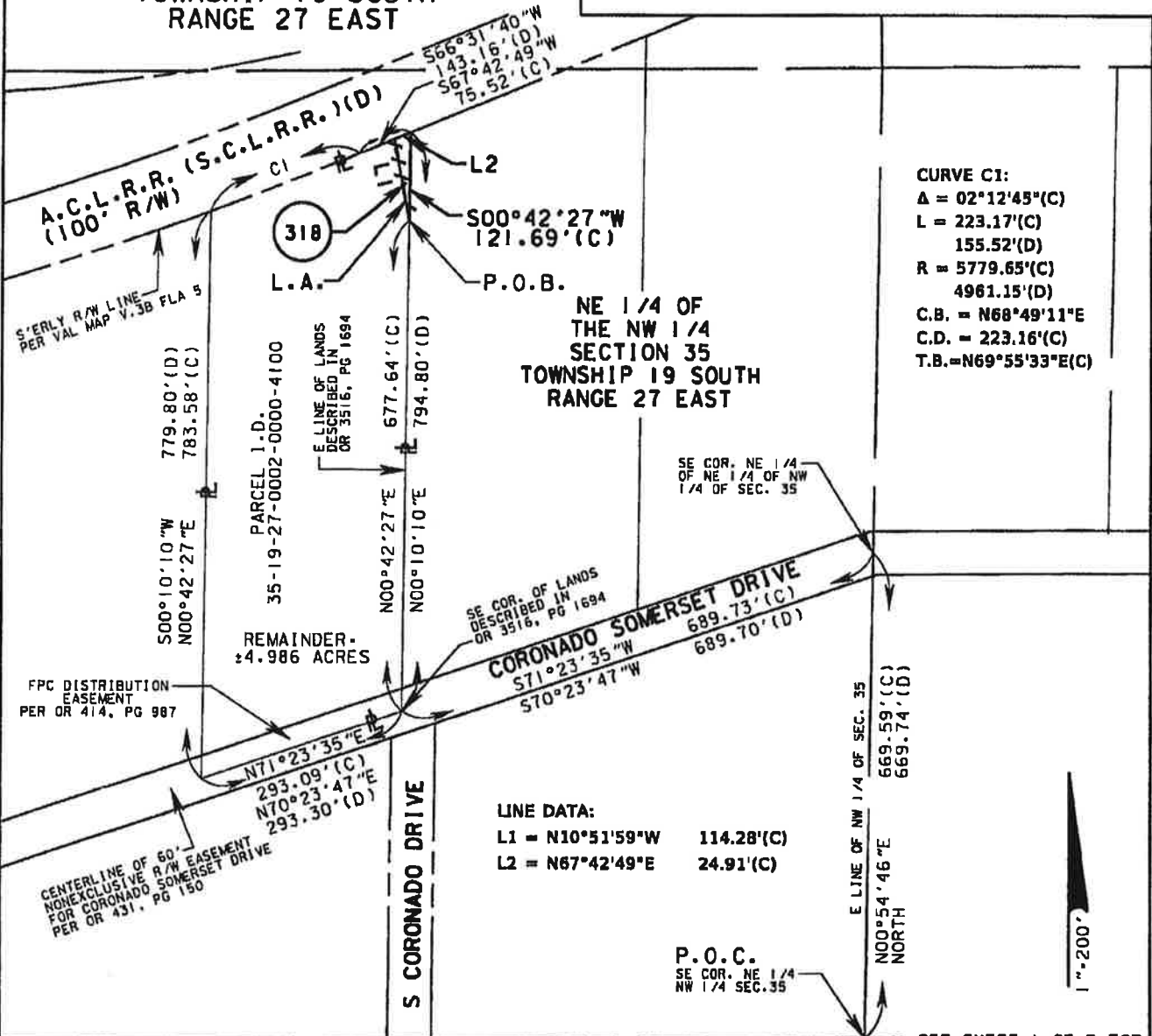
A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida; thence run North 00°54'46" East along the East line of said Northwest 1/4, a distance of 669.59 feet to the centerline of a 60.00 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida; thence run South 71°23'35" West along said centerline, a distance of 689.73 feet to the Southeast corner of lands described in Official Records Book 3516, Page 1694 of said Public Records; thence run North 00°42'27" East along the East line of said lands, a distance of 677.64 feet to the POINT OF BEGINNING; thence departing said East line, run North 10°51'59" West, a distance of 114.28 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5; thence run North 67°42'49" East along said Southerly right of way line, a distance of 24.91 feet to a point on said East line; thence departing said Southerly right of way line, run South 00°42'27" West along said East line, a distance of 121.69 feet to the POINT OF BEGINNING.

Containing 0.032 acres (1,395 square feet), more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 318
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST




CURVE C1:
 $\Delta = 02^{\circ}12'45''(C)$
 $L = 223.17'(C)$
 $155.52'(D)$
 $R = 5779.65'(C)$
 $4961.15'(D)$
 $C.B. = N68^{\circ}49'11''E$
 $C.D. = 223.16'(C)$
 $T.B. = N69^{\circ}55'33''E(C)$

LINE DATA:
 $L1 = N10^{\circ}51'59''W \quad 114.28'(C)$
 $L2 = N67^{\circ}42'49''E \quad 24.91'(C)$

SEE SHEET 3 OF 3 FOR LEGEND, LINE DATA, & NOTES

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
DRMP PROJECT NO. 12-0150.000		SHEET 2 OF 3		DATE: 08/12/14		SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • CONSULTANTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
DEED CALL		ALO 01/15		SCALE: 1" = 200'			
ADD REMAINDER		CWW 11/14		CHECKED: ALO			
PER COMMENTS		CWW 9/14		DRAWN: BJP			
REVISION	BY	DATE	REVISION	BY	DATE		

PARCEL: 318

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 00°54'46" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876562, DATED JULY 13, 2014.

LEGEND:

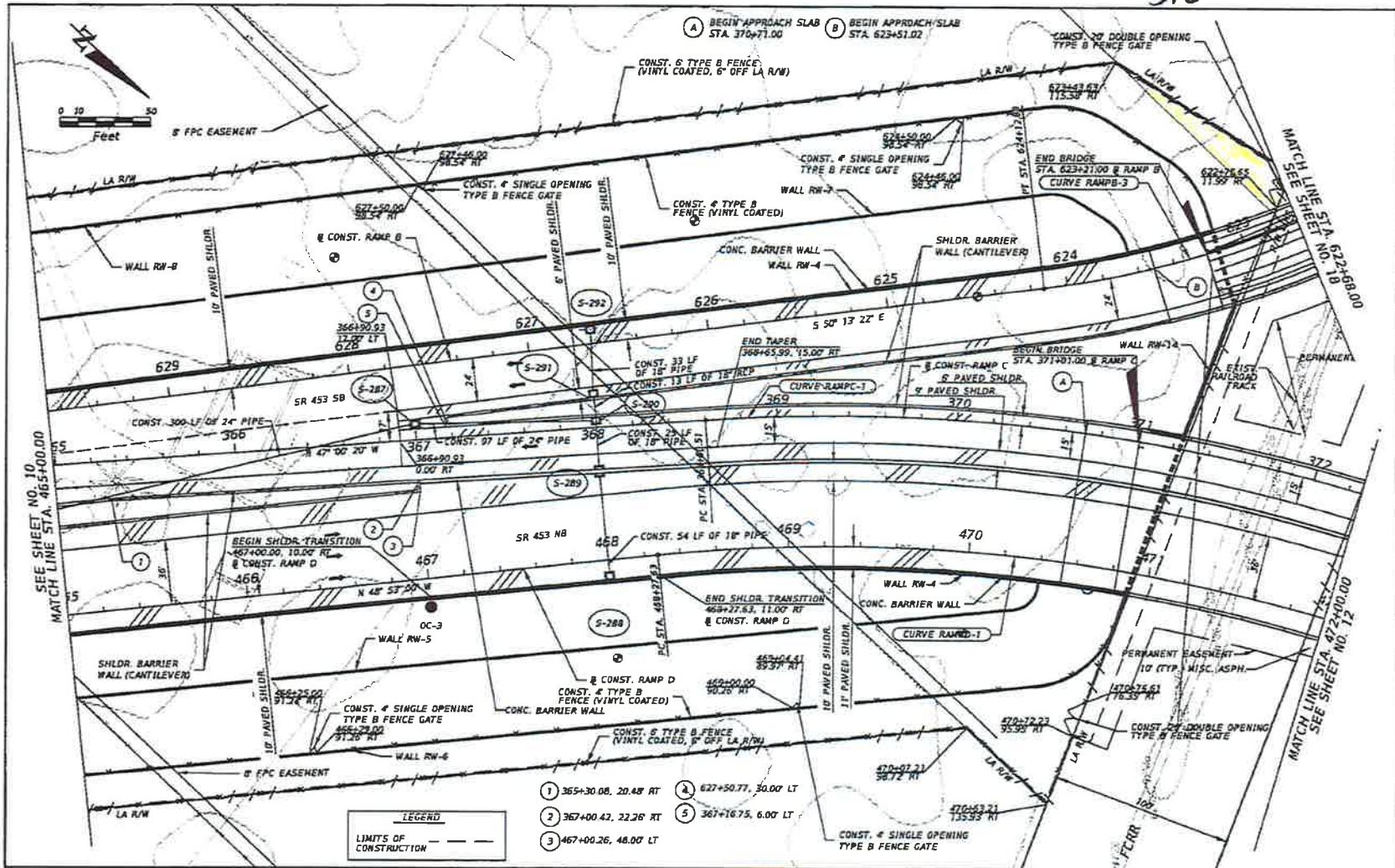
A.C.L.R.R.	=	ATLANTIC COAST LINE RAIL ROAD	OR	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	R	=	PROPERTY LINE
C.B.	=	CHORD BEARING	P.O.B.	=	POINT OF BEGINNING
C.D.	=	CHORD LENGTH	P.O.C.	=	POINT OF COMMENCEMENT
COR.	=	CORNER	No.	=	NUMBER
CM	=	CONCRETE MONUMENT	PG	=	PAGE
(D)	=	DESCRIBED DATA	R	=	RADIUS
EXIST.	=	EXISTING	REQ.	=	REQUIRED
FND.	=	FOUND	R/W	=	RIGHT-OF-WAY
FPC	=	FLORIDA POWER CORPORATION	SEC.	=	SECTION
I.D.	=	IDENTIFICATION	T.B.	=	TANGENT BEARING
IP	=	IRON PIPE	Δ	=	CENTRAL ANGLE
L	=	ARC LENGTH			
L.A.	=	LIMITED ACCESS RIGHT OF WAY			
L.B.	=	LICENSED BUSINESS			

SEE SHEET 2 OF 3
SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
DRMP PROJECT NO. 12-0150.000 DEED CALL ALO 01/15 ADD REMAINDER CWW 11/14 PER COMMENTS CWW 9/14 REVISION BY DATE		SHEET 3 OF 3 DATE: 08/12/14 SCALE: 1" = 200' CHECKED: ALO DRAWN: BJP	SKETCH PREPARED BY DRMP SURVEYORS • PLANNERS • ENGINEERS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

Allen L. Quickel 1/16/15
 ALLEN L. QUICKEL
 FLORIDA REGISTERED LAND SURVEYOR NO. 6481
 (NOT VALID UNLESS SIGNED AND SEALED)



- ① 365+30.08, 20.48 RT
- ② 367+00.42, 22.26 RT
- ③ 467+00.26, 48.00 LT
- ④ 627+50.77, 30.00 LT
- ⑤ 367+16.75, 6.00 LT

LEGEND
 LIMITS OF CONSTRUCTION

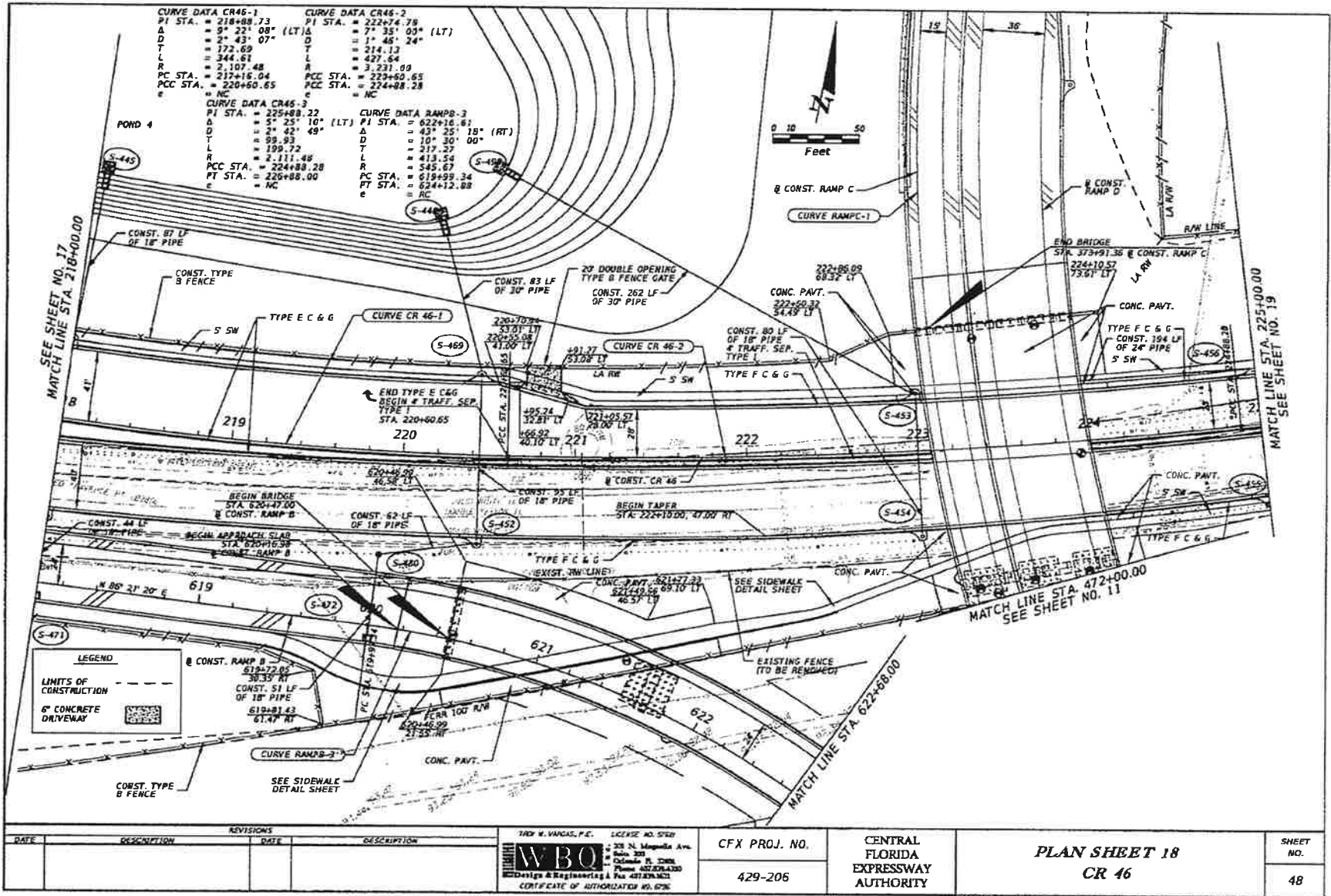
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

DRMP
 DESIGN & RAMPING PROJECTS
 341 LAKE PALMWAY LANE, PALM BEACH, FLORIDA 33414
 PHONE: (561) 848-2334 FAX: (561) 848-2335
 CERTIFICATE OF AUTHORIZATION NO. 2848 LICENSE NO. 40312
 THOMAS C. CAFFERY, P.E.

CFX PROJ. NO.	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
429-206	

PLAN SHEET 11
RAMPS C & D

SHEET NO.	41
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PHOTOGRAPHS



(1) Easterly view of Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015



(2) Northerly view driveway to subject from Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015

PHOTOGRAPHS



(3) Northerly view of the subject property from Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on December 11, 2014



(4) Westerly view of Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(5) Northerly (front) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(6) Easterly (side) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(7) Southerly (rear) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(8) Southwesterly (side & rear) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(9) View of the barn/stables.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(10) View of the barn/stables.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(11) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(12) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(13) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(14) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(15) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(16) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(17) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(18) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(19) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(20) Interior view of subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



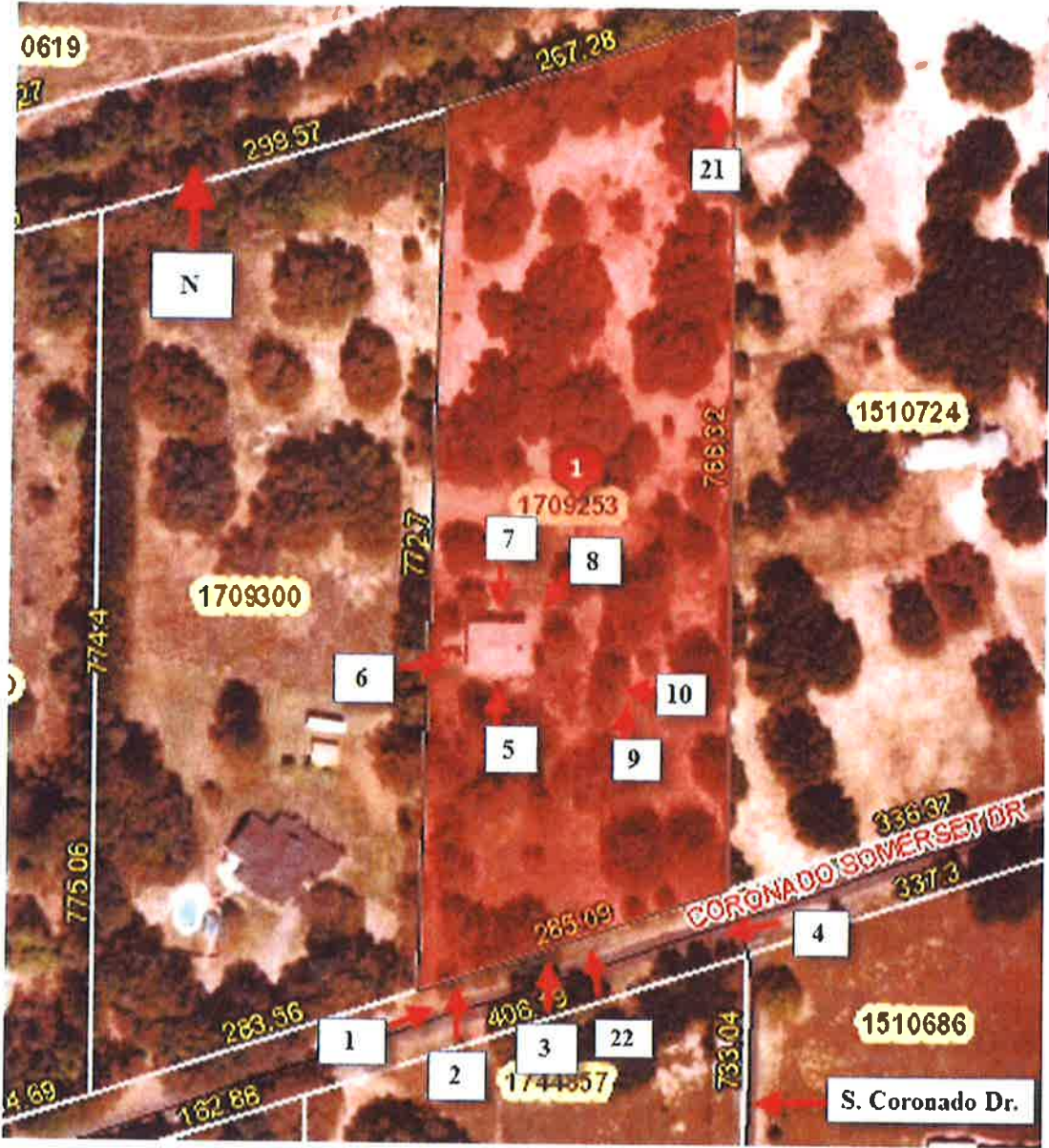
(21) North view of acquisition area.
Photograph taken by Richard K. MacMillan, MAI on July 30, 2014



(22) North view of subject property.
Photograph taken by Richard K. MacMillan, MAI on August 27, 2015

Parcel: 318
Project: Wekiva Parkway 429-206
County: Lake

Aerial Site Map of Subject with Camera Angles



Aerial from the Lake County Property Appraiser's Website

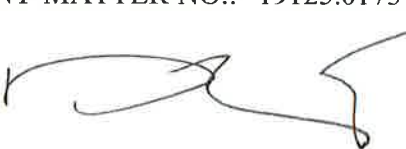
CONSENT AGENDA ITEM

#31



MEMORANDUM

TO: Central Florida Expressway Authority CLIENT-MATTER NO.: 19125.0173
 Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel 

DATE: October 3, 2016

RE: State Road 453 Wekiva Parkway, Project 429-206; Parcel 319
 Proposed Offer of Judgment

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for an Offer of Judgment in full settlement of Parcel 319 owned by Judy Yeomans for State Road 453 Wekiva Parkway, Project 429-206.

DESCRIPTION AND BACKGROUND

Parcel 319 is a fee simple partial taking consisting of 2.396 acres. The parent tract was 6.037 acres and the remainder is 3.641 ac. The property is located at 22405 Coronado Somerset in Sorrento, Florida. The subject property is improved with a 1,344 s.f. manufactured home

The CFX’s appraisal of the property was prepared by Richard MacMillan of The Appraisal Group of Central Florida. Mr. MacMillan opined the highest and best use of the property is for future employment center. Mr. MacMillan used four (4) comparable land sales with prices ranging from \$22,917 per s.f. to \$28,713 per s.f. to arrive at an estimate of the land value of the Subject Property of \$25,000 per ac. or \$59,900 for the land value.

Mr. MacMillan used four (4) improved sales to determine an interim value of the improvements, with prices ranging from \$22,917 to \$28,713 s.f. In the after condition, the residence is within 63’ of the new right-of-way line for the SR 453 roadway, which has significantly changed the character of the neighborhood in the after condition. Mr. MacMillan concluded severance damages in the amount of 35% as a result of the proximity of the roadway and the change in character of the neighborhood. Accordingly, Mr. MacMillan’s total valuation for Parcel 319 is \$129,300 (\$59,900 land, \$11,000 improvements, \$58,400 damages).

Mrs. Yeomans is represented by Tom Callan, Esq. We have attempted to engage in settlement negotiations with Mr. Callan in an effort to settle these parcels or set them for trial if

we were unable to reach a resolution. Unfortunately, Mr. Callan has some health issues that require a surgery in December 2016, which is likely the cause for a delay in settlement negotiations. Additionally, in light of Mr. Callan's health issues, the court has removed several of his parcels from the trial docket. Therefore, filing a notice for trial on the parcels we have been unable to resolve would likely not render a trial date to be set on the Court's docket. Accordingly, in an effort to move these cases to fruition, to provide the property owners a settlement offer and potentially cap the costs to be incurred by the property owner (which are recoverable against the CFX), we are proposing an Offer of Judgment. If the Offer of Judgment is accepted by the property owner, then the case would be concluded. If the Offer of Judgment is not accepted within 30 days, then it expires. If a jury subsequently renders a verdict equal to or less than the Offer of Judgment, the property owner shall not recover any costs (including expert fees) incurred from the expiration of the Offer of Judgment through trial.

Based upon our extensive knowledge and review of numerous parcels on the project, positions taken by opposing counsel and experts, prior settlements and prior jury verdicts, I would propose an Offer of Judgment for Parcel 319 in the amount of \$207,600, plus statutory attorney's fees and experts costs. The Offer of Judgment reflects an increase in the land value, additional monies for the improvements and an increase in severance damages.

For the above-cited reasons, Right-of-Way counsel requests approval by the CFX for an Offer of Judgment in the amount of \$207,600, plus statutory attorney's fees and experts costs, which is in the CFX's best interest.

RECOMMENDATION

We respectfully request that the CFX Board approve the Offer of Judgment in the amount of \$207,600, plus statutory attorney's fees and experts costs in full settlement of all claims for compensation in the acquisition of Parcel 319.

This matter was recommended for approval by the Right-of-Way Committee members at the September 28, 2016 meeting.

ATTACHMENTS

- Exhibit "A" – Sketch of the Subject Property
- Exhibit "B" – Photographs of the Subject Property and Area

Reviewed by: _____



ORLDOCS 14968840 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 319

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A parcel of land lying in the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East and the Southwest 1/4 of Section 26, Township 19 South, Range 27 East, Lake County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida; thence run North 00°54'46" East along the East line of said Northwest 1/4, a distance of 669.59 feet to a point on the centerline of a 60.0 foot nonexclusive right of way easement for Coronado Somerset Drive per Official Records Book 431, Page 150 of the Public Records of Lake County, Florida, said point also being the Southeast corner of the Northeast 1/4 of said Northeast 1/4; thence departing said East line, run South 71°23'35" West along said centerline, a distance of 346.30 feet to the Southeast corner of lands described in Official Records Book 1137, Page 914 of said Public Records; thence departing said centerline, run North 00°42'27" East along the East line of said lands, a distance of 300.93 feet to the POINT OF BEGINNING; thence departing said East line, run North 50°13'22" West, a distance of 417.46 feet to a point on the West line of said lands; thence run North 00°42'27" East along said West line, a distance of 121.69 feet to a point on the Southerly right of way line of the Atlantic Coast Line Rail Road per Right-of-Way and Track map V.3b Fla 5; thence departing said West line, run North 67°42'49" East along said Southerly right of way line, a distance of 352.08 feet to a point on said East line; thence departing said Southerly right of way line, run South 00°42'27" West along said East line, a distance of 522.34 feet to the POINT OF BEGINNING.

Containing 2.396 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

PARCEL: 319

SECTIONS 26 & 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SW 1/4
SECTION 26
TOWNSHIP 19 SOUTH
RANGE 27 EAST

STATE ROAD 46
(R/W VARIES)

A.C.L.R.R.
(100' R/W)
(S.C.L.R.R.)(D)

SOUTHERLY R/W LINE PER
R/W AND TRACK MAP V.38 FLA 5

S66°31'40"W 352.90'(D)
N67°42'49"E 352.08'(C)

319

N00°42'27"E
121.69'(C)

N00°10'10"E 794.80'(D)
N00°42'27"E 799.33'(C)

PARCEL I.D.
35-19-27-0002
-0000-0700
REMAINDER.
±3.641 ACRES

SE COR. OF LANDS
DESCRIBED IN
OR 1137, PG 914

FPC DISTRIBUTION
EASEMENT
PER OR 414, PG 987

S71°23'35"W 343.44'(C)
N70°23'47"E 343.70'(D)
CENTERLINE OF NONEXCLUSIVE 60'
R/W EASEMENT FOR CORONADO
SOMERSET DRIVE PER OR 431, PG 150

E LINE OF LANDS DESCRIBED
IN OR 1137, PG 914

820.50'(D)

8" FPC
DISTRIBUTION
EASEMENT
PER OR 508, PG 977

P.O.B.

SE COR. OF NE 1/4
OF NE 1/4 OF NW
1/4 OF SEC. 35

CORONADO SOMERSET DRIVE

N00°10'10"W(D)
N00°42'27"E 300.93'(C)

500°42'27"W 522.34'(C)

P.O.C.
SE COR. NE 1/4 OF
NW 1/4 OF SEC. 35

N00°54'46"E
669.59'(C)
NORTH
669.74'(D)

S71°23'35"W 346.30'(C)
S70°23'47"W 346'(D)

1" = 200'

NE 1/4 OF NW 1/4
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

SEE SHEET 3 OF 3
FOR LEGEND & NOTES

SEE SHEET 1 OF 3 FOR
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
DRMP PROJECT NO. 12-0150.000			SHEET 2 OF 3		DATE: 08/14/14		SKETCH PREPARED BY DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648		
ADD REMAINDER			CWW		11/14		SCALE: 1" = 200'		
PER COMMENTS			CWW		9/14		CHECKED: ALO		
REVISION			BY		DATE		DRAWN: BJP		

PARCEL: 319

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING NORTH 00°54'46" EAST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876568, DATED JULY 13, 2014.

LEGEND:

A.C.L.R.R.	=	ATLANTIC COAST LINE RAIL ROAD	OR	=	OFFICIAL RECORDS BOOK
(C)	=	CALCULATED DATA	ℙ	=	PROPERTY LINE
C.B.	=	CHORD BEARING	P.O.B.	=	POINT OF BEGINNING
C.D.	=	CHORD LENGTH	P.O.C.	=	POINT OF COMMENCEMENT
COR.	=	CORNER	No.	=	NUMBER
CM	=	CONCRETE MONUMENT	PG	=	PAGE
(D)	=	DESCRIBED DATA	R	=	RADIUS
EXIST.	=	EXISTING	REQ.	=	REQUIRED
FND.	=	FOUND	R/W	=	RIGHT-OF-WAY
FPC	=	FLORIDA POWER CORPORATION	SEC.	=	SECTION
I.D.	=	IDENTIFICATION	T.B.	=	TANGENT BEARING
IP	=	IRON PIPE	Δ	=	CENTRAL ANGLE
L	=	ARC LENGTH			
L.A.	=	LIMITED ACCESS RIGHT OF WAY			
L.B.	=	LICENSED BUSINESS			

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
 ALLEN E. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 3 OF 3	DATE: 08/14/14
	ADD REMAINDER	CWW	11/14
	PER COMMENTS	CWW	9/14
	REVISION	BY	DATE
			SCALE: 1" = 200
			CHECKED: ALO
			DRAWN: BJP
			SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648

PHOTOGRAPHS



(1) Westerly view of Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(2) Northerly view of the subject property from Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015

PHOTOGRAPHS



(3) Northerly view of the driveway leading to the subject property from Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 21, 2015



(4) Northerly (front) view of the subject residence.
Photograph taken by Richard K. MacMillan, MAI on August 27, 2015

PHOTOGRAPHS



(5) Westerly (side) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(6) Southwesterly (rear) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(7) Southeasterly (rear) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(8) Northeasterly (front) view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(9) Northerly view of Acquisition 319 east of the residence.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(10) Northwesterly view of Acquisition 319.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

PHOTOGRAPHS



(11) Southerly view of remainder from east of the residence facing Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014



(12) Southerly view of remainder from in front of the residence
facing Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

Parcel: 319
Project: Wekiva Parkway 429-206
County: Lake

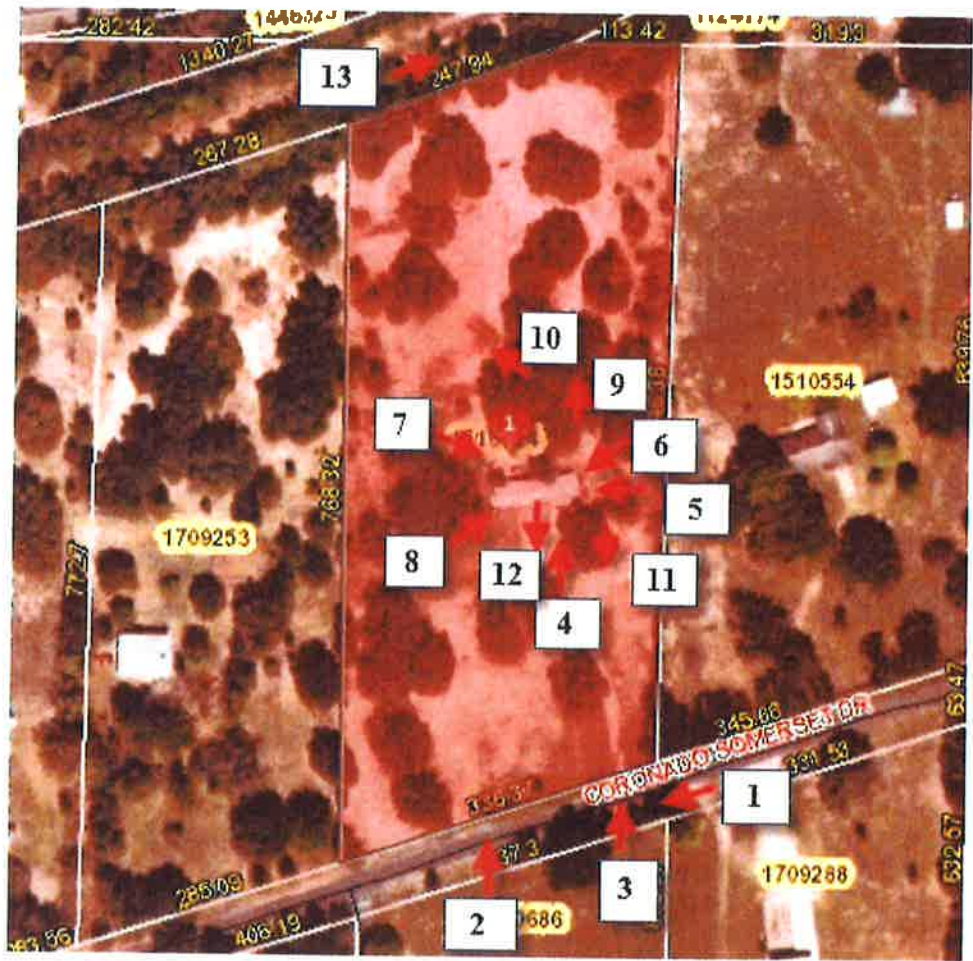
PHOTOGRAPHS



(13) View of the railroad track abutting
the north boundary of the parent tract.
Photograph taken by Thomas A. Riddle, MAI on July 30, 2014

Parcel: 319
Project: Wekiva Parkway 429-206
County: Lake

Aerial Site Map of Subject with Camera Angles




Aerial from the Lake County Property Appraiser's Website


CONSENT AGENDA ITEM

#32

MEMORANDUM

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

FROM:  Joseph L. Passiatore, General Counsel

DATE:  October 3, 2016

SUBJECT: Parcels 197/897, 230, 257 and 267

Contract 000929 for right of way legal counsel services with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (“LDDKR”) for condemnation representation for the above parcels is set to expire on December 31, 2016 and there is currently a balance of \$5,015.79 left in the contract.

All of the above parcels have been acquired through orders of taking, but valuation trials remain outstanding. Parcels 197/897 are scheduled for trial during the March 27, 2017 period. Parcels 230, 257 and 267 are not currently set for trial.

LDDKR submitted a cost proposal with a not to exceed budget of \$890,000 for the trial and appeals of parcels 197/897.

In order to provide a basis of comparison, our office solicited a proposal from Mateer Harbert, P.A. for a cost estimate for trial and appeal of these parcels. That estimate of \$325,750.00 is included in your meeting materials. At the September 28, 2016 CFX Right of Way Committee meeting the firm agreed to a not to exceed guarantee of Five Hundred Thousand Dollars (\$500,000). Mateer Harbert is currently under contract with CFX for legal work on the super corridor and “such other assignments as are authorized.”

RECOMMENDATION:

Our office recommends assigning the trial of these parcels to Mateer Harbert, P.A. and issuance of a task authorization for the \$325,750.00 amount with a not to exceed cap of \$500,000 as stated in their September 23, 2016 cost estimate. Further, we request approval of a supplemental amendment to Contract 000929 in the amount of \$50,000 for LDDKR to provide transition legal services through the end of the 2016 calendar year.

The Right of Way Committee approved these recommendations at its September 28, 2016 meeting.

JLP/ml
Attachment

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right Of Way Counsel Services

Contract No.: 001116

THIS SUPPLEMENTAL AGREEMENT NUMBER 1 is made and entered into this _____ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (“CFX”) and Mateer & Harbert, P.A., (“COUNSEL”), the same being supplementary to the contract between the aforesaid, dated June 11, 2015, for Right of Way Counsel Services (the “Agreement”)

1. CFX has determined that it is in the best interest of CFX to assign to COUNSEL the eminent domain case styled, *Central Florida Expressway Authority v. Project Orlando, LLC*, Case No. 2014-CA-005589-O, Parcels 197, 897, 230, 257, and 267.
2. With respect to the resolution, trial and appeal of Parcels 197 and 897, COUNSEL shall represent CFX in the above-referenced matter for Three Hundred Twenty Five Thousand Seven Hundred and Fifty Dollars (325,750.00) with a guaranteed not to exceed total cost of Five Hundred Thousand Dollars (\$500,000) pursuant to the September 23, 2016 proposed litigation cost estimate described in **Exhibit A** attached hereto.
3. COUNSEL shall also represent CFX with respect to Parcels 230, 257 and 267 and a separate Task Authorization shall be processed for that assignment. COUNSEL agrees to provide a proposed litigation cost estimate to CFX’s General Counsel after COUNSEL has had an opportunity to more thoroughly review the files.
4. Jay Small shall serve as COUNSEL’s lead trial counsel and Kurt Garber, Esq., and Jennifer De La Garza, are authorized to render services on this matter at the rates of

partner and paralegal, which is set at \$250 and \$85 per hour. Their qualifications are described in **Exhibit B**.

5. CFX and COUNSEL agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Agreement including any previous amendments or supplements thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; and that acceptance of this Supplemental Agreement No. 1 signifies COUNSEL's complete and total claim for the terms and conditions of the same as to Parcels 197 and 897.
6. This Supplemental Agreement No. 1 is necessary to authorize the representation of CFX by COUNSEL for the assigned parcels.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Right of Way Counsel Services

Contract No.: 001116

Project No.: 429-203, Parcels 197/897

Amount of Changes to this document: \$ 0

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

MATEER & HARBERT, P.A.

By: _____

Title: _____

Attest: _____ (Seal)

Date: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____
Director of Procurement

Date: _____

MATEER HARBERT, P.A.
225 East Robinson Street, Ste. 600
Orlando, Florida 32801
Telephone (407) 425-9044
Facsimile (407) 423-2016

MEMORANDUM

TO: Central Florida Expressway Authority Right of Way Committee

FROM: Jay W. Small, Right of Way Counsel
Mateer Harbert, P.A.



DATE: September 23, 2016

RE: Project Orlando, LLC; Litigation Cost Estimate

This memorandum provides a litigation cost estimate for Mateer & Harbert, P.A. (the "Firm") taking over as trial counsel for the Central Florida Expressway Authority ("CFX") through trial and an appeal of the condemnation case involving Project Orlando, LLC. The parcels condemned by CFX include Parcels 197 (A, B, C and D) and Parcel 897 which I understand are set for trial in March, 2017. This estimate focuses primarily on those parcels set for trial in March, 2017.

In preparing this estimate, the fees and costs would be paid to the firm under the terms of the Firm's response to the Request for Professional Services ("Response") and CFX and the Firm's Agreement for Right of Way Counsel Services, Contract No.: 001116, dated June 11, 2015 ("Contract"). Under the Response and Contract, the Firm has billed CFX approximately \$145,000.00, for work related to the acquisition of right of way for the multimodal supercorridor adjacent to the Beachline Expressway. There remains approximately \$780,000.00 under the Contract.

After preliminarily reviewing the appraisals for the remaining parcels included in this suit, it would be the Firm's expectation that those parcels could be litigated for the balance remaining on the Firm's Contract. After conducting a more detailed review of the remaining parcels, the Firm will supplement this cost estimate.

The property consists of approximately 102± acres and is an abbreviated parent tract from the larger Kelly Park Crossing DRI. The area of the taking of Parcels 197 (A, B, C and D) is 43.746 acres. The area of the taking of Parcel 897, a perpetual easement, is 15,446 sq.ft. CFX's appraiser estimated the value of the taking of Parcels 197 and 897 as follows:

Total Land Taking	\$9,568,600.00
Damages	\$2,161,400.00
Total	\$11,730,000.00

EXHIBIT A

Project Orlando, LLC's appraiser estimated the value of the taking as follows:

Total Land Taking	\$15,590,027.00
Damages	\$15,756,254.00
Total	\$31,346,281.00

Attached is a cost estimate. In preparing this estimate, we have not had an opportunity to consult with CFX's current eminent domain counsel. The parties' appraisal and expert witness reports are voluminous and require a comprehensive knowledge of the terms of the Kelly Park Crossing December 21, 2011 Development Order, and various land use planning documents and ordinances promulgated by the City of Apopka. We have not had an opportunity to review these materials since requested to prepare this estimate last week. Nor have we reviewed any of the discovery materials, including deposition transcripts, obtained by the parties to date, or CFX's construction plans or right of way maps. The estimate will likely be subject to revisions as additional information becomes available from sources like these.

Given the limited documents and information available to me at the time of making this estimate, we have tried therefore to provide a "worst case" scenario estimate. Based on our general knowledge of the case, the dollar amount involved, and the experience of opposing counsel, the trial will require the involvement of at least two (2) partner level lawyers. Pursuant to the Court's order, a seven (7) day jury trial has been set for March 27, 2017. Billing rates of \$250/hour per the Firm's Contract were used to prepare this estimate. To the extent necessary and when feasible, research assignments will be delegated to associate level attorneys with hourly rates lower than \$250/hour. Paralegal time is also factored into the estimate.

The Firm is committed to delivering efficient and cost effective legal services to CFX and containing litigation costs. The Firm's practice has been, and will continue to be, to staff cases appropriately. Without prior CFX approval, the Firm will not bill CFX for more than one attorney to prepare for and attend depositions. It will not bill CFX for multiple attorneys to attend hearings or mediation. It will not bill for joint attorney conferences or meetings. The Firm has implemented these practices as part of its Contract with CFX.

The following attorneys and paralegals will be assigned to this project:

Jay W. Small, Esq., Shareholder;
James R. Lussier, Esq., Shareholder;
Kurt H. Garber, Esq., Partner;
Leslie A. Evans, Esq., Associate;
Matthew J. Brown, Esq., Associate;
Jennifer De La Garza, Paralegal; and
Deanna Malinowski, Paralegal.

Jay W. Small and James R. Lussier will be the attorneys primarily responsible for the representation.

The Firm understands that CFX will consider whether its best interests would be best served by having its current eminent domain counsel continue the representation. Strategic decisions regarding the size of the abbreviated parent tract and the terms of Parcel 897 have been made. Discovery, including depositions, has already occurred. CFX's current eminent domain counsel has undoubtedly taken depositions and framed questions to advance specific trial strategies. The Ninth Judicial Circuit's Administrative Guidelines and Rules anticipate that witnesses be deposed only once, so there may not be an opportunity to re-depose witnesses. Given the foregoing, the Firm certainly understands if CFX concludes that its existing counsel is in a better position to achieve a positive outcome at trial given their familiarity with the legal issues, the discovery, and factual considerations.

Attachment

1. Cost Estimate.

CFX v. Project Orlando, LLC
Case No: 2014-CA-005589-O
Parcel 197/897
Litigation Cost Estimate

	Task	Hours	Fees
1	File Review and Factual Investigation	200	
2	Discovery and Preparation for Discovery	100 - 150	
3	Pre-Trial Hearings and Preparation	50 - 75	
4	Witness Meetings	25 - 50	
5	Trial Preparation and Trial	250	
6	Post-Trial - Apportionment	50 - 75	
7	Subtotal Hours (\$250/Hour)	675 - 800	\$168,750.00 - \$200,000.00
8	Paralegal Trial Support	150-175	\$13,500.00 - \$15,750.00
9	Appellate Fees		\$30,000.00 - \$45,000.00
10	Sum of Items 7, 8, and 9		\$212,250.00- \$260,750.00
11	25% Contingency (R)		\$53,000.00 - \$65,000.00
12	Total Fees; Sum of Items 10 and 11		\$265,250.00 - \$325,750.00

Kurt H. Garber is a partner with Mateer Harbert, P.A. and concentrates his practice in the areas of eminent domain/condemnation law, property rights litigation, zoning and land use law, and administrative law. Mr. Garber is licensed to practice law in Florida and Tennessee. Mr. Garber has represented land owners, developers, and governmental agencies in eminent domain/condemnation law cases for over twenty (20) years. Mr. Garber has an AV Preeminent Review rating from Martindale-Hubbell, has been recognized by Woodward White's *Best Lawyers in America* since 2007, Selected Orlando Best Lawyers by Orlando Magazine since 2007, and selected for inclusion in the Florida publication *Super Lawyer*, Eminent Domain since 2011. Mr. Garber received his B.A. degree from the University of Tennessee, Knoxville, and his J.D. degree from the University of Memphis. Mr. Garber has extensive experience representing property and business owners in all phases of eminent domain/condemnation cases. A list of his significant cases will be provided upon written request.

4837-9535-2876, v. 1

EXHIBIT **B**

ADVERTISEMENT

RESUMÉ

Jennifer De La Garza

225 E. Robinson Street, Suite 600

Orlando, Florida 32801

(407) 425-9044

E-mail: jdelagarza@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2015 – Present)

Litigation Paralegal

Provide support to attorneys in firm with all aspects of civil litigation. Work involves indexing depositions, organizing discovery responses, case management, preparation of case law and documents for hearings, mediation and trial.

Shutts & Bowen (2014-2015)

Litigation Paralegal

Involved in providing assistance to attorneys in construction litigation. Work involves indexing depositions, organizing discovery responses, case management, preparation of case law and documents for hearings, mediation and trial.

Winderweedle, Haines, Ward & Woodman, P.A. (2004-2014)

Litigation Paralegal/Legal Assistant

Involved in providing assistance to attorneys in civil litigation. Work involves indexing depositions, organizing discovery responses, case management, preparation of case law and documents for hearings, mediation and trial.

RESUMÉ

JAY W. SMALL

225 E. Robinson Street, Suite 600

Orlando, Florida 32801

(407) 425-9044

E-mail: jsmall@mateerharbert.com

EMPLOYMENT

Mateer Harbert (2013-present)

Partner

Practice in eminent domain, administrative, and land use law.

Wilson, Garber & Small, P.A. (2002-2013)

Partner

Practice in eminent domain and administrative law.

Wilson, Leavitt & Small, P.A. (1993-2002)

Partner

Practice in eminent domain and administrative law.

Brigham, Moore, Gaylord, Wilson, Ulmer, Schuster & Sachs, P.A. (1990-1993)

Litigation Associate

Practice in eminent domain.

Foley & Lardner, van den Berg, Gay, Burke, Wilson & Arkin (1986-1990)

Litigation Associate

Practice in eminent domain; commercial foreclosure; and general commercial litigation.

Foley & Lardner, van den Berg, Gay, Burke, Wilson & Arkin (1985)

Law Clerk

Responsibilities included drafting research memoranda, filing court pleadings and general file investigation. Assignments involved litigation, real estate and corporate law.

John A. Barley & Associates, Tallahassee (1984)

Law Clerk

Responsibilities included legal research, drafting and filing pleadings and appellate briefs and general file investigation.

EDUCATION

J.D. (1985) University of Florida (Gainesville, FL) *(with Honors)*

B.A. (1982) University of Florida (Gainesville, FL) English, 3.74 GPA

PROFESSIONAL

Public Clients

School Board of Orange County and Orange County Public Schools regarding acquisition of approximately \$50,000,000.00 worth of property for expansion of school facilities including Apopka Relief High School, Edgewater High School, Evans High School, Gotha Middle School, Walker Middle School, Ocoee Elementary School.

Greater Orlando Aviation Authority acquisition of property for expansion, additional runways and clear-zone protection.

St. Johns River Water Management District acquisition of property for upper St. Johns River Water Management District.

City of Ocoee, City of Orlando, City of Deltona, City of Port Orange regarding expansion of municipal facilities, community redevelopment, and inverse condemnation claims.

Private Clients

Twenty-five (25) years of experience representing property owners and condemning authorities in condemnation cases throughout the state of Florida. Trial and appellate court experience representing private developers, landfill owners and operators, national convenience store owners, retail establishments and single family residential homeowners, outdoor advertising companies and cellular communication tower owners.

BAR ADMISSIONS, ASSOCIATIONS AND RECOGNITIONS

Florida Bar Member (1986)

Eminent Domain Committee (1989-present)

Environmental and Land Use Committee

U.S. District Court, Middle District of Florida (1988)

United States Circuit Court of Appeals, Eleventh Circuit (2000)

Member Orange County Bar Association

Chairman, Real Property Committee

American Bar Association

Litigation Section

AV rated by Martindale-Hubbell

Association of Eminent Domain Professionals

Best Lawyer's in America since 2007

Orlando's Best Lawyers since 2007

Foundation for Seminole County Public Schools (2013-present)

Florida Real Estate Appraisal Board (2003-2008)

Vice-Chairman (2004-2005)

Chairman (2006-2007)

PUBLICATIONS AND PRESENTATIONS

Author, "*Eminent Domain Case Law Update*," Association of Eminent Domain Professionals, Winter 2013.

Author, "*Severance Damages*," ALI-ABA CLE course, Fall 2013,

Author, "*Valuation of Property During Abnormal Market Conditions*," East Florida Chapter of the Appraisal Institute, July 2011.

Lecturer, Appraiser as an Expert Witness, The Appraisal Institute, June 2011.

Author and Speaker, "*The Role of Uniform Standards of Professional Appraisal Practice ("USPAP") in Litigation*," The Appraisal of Real Estate Seminar, May 10-11, CLE- International 2004.

Speaker, Current Issues Regarding Chapter 457, Part II, Fla. Stat. 6131 Florida Administrative Code and Condemnation Appraisals, ALI-ABA CLE course, Spring 2004.

Co-Author, "*Community Redevelopment Projects - Recent Case Law & Practical Guide*," Eminent Domain Seminar, ALI-ABA, January 2002.

Speaker, Ethics in Appraising, Association of Eminent Domain Professionals, June 22, 2001.

Speaker, Orange County Bar Association and Central Florida Association of Environmental Professionals, March 15, 2001.

Author, "*Florida Condemnation Valuation and Appraiser Liability*," Seminar for East Florida Chapter of the Appraisal Institute, April 1997; Seminar for Appraisal Institute, August 1997; Seminar for National Business Institute, October 1997.

Instructor, Florida Eminent Domain Valuation and Appraiser Liability, The Appraisal Institute, May 19, 1997.

Author, "*Special Benefits and Project Enhancement*," Seminar for Association of Eminent Domain Professionals, March, 1995.

COLLEGE HONORS AND ACTIVITIES

Law

Moot Court - Best Brief Award for Outstanding Written Argument, Fall, 1983

Intramural Cup Competition

Vice-chairman for Moot Court Board Administration, Spring Semester 1985

Semi-finalist ABA Law Student Division National Appellate Advocacy

Championship, Washington D.C., August, 1985

**Dean's List, four semesters
Honors in Appellate Advocacy, Spring Semester 1983**

Pre-Law

Dean's List 9 terms, President's List 2 terms

Phi Eta Sigma and Sigma Tau Sigma honor societies

English department representative on college student council

Director of College of Liberal Arts and Sciences composition tutor service

4833-6577-2579, v. 1


CONSENT AGENDA ITEM

#33

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 26, 2016

RE: Authorization for Contract Award to Atlantic Civil Constructors Corp.
CFX Headquarters Parking Lot Lighting and Resurfacing
Project No. 599-411; Contract No. 001197

The Board approved on April 14, 2016 to authorize advertisement for the project. An Invitation to Bid for the referenced project ran in the Orlando Sentinel on August 14, 2016. Response to the Invitation was received from only one (1) contractor by the September 22, 2016 deadline for submittal of bids. As required by the Procurement Procedures Manual, the Director of Procurement and the Chief of Infrastructure met to review CFX's options when less than three proposals are received. Based on the discussion at the meeting, the decision was made to accept the bid because the bid is within the established tolerances, and there were no irregularities that would result in the bid being rejected.

Bid result was as follows:

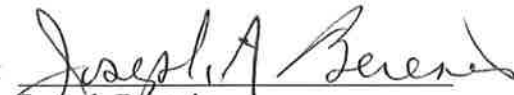
<u>Bidder</u>	<u>Bid Amount</u>
1. Atlantic Civil Constructors Corp.	\$412,105.68

The Engineer's Estimate for this project is \$492,558.28

The Engineer of Record for Project 599-411 has reviewed the low bid submitted by Atlantic Civil Constructors Corp., and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Atlantic Civil Constructors Corp., to be responsible and responsive to the bidding requirements. Award of the contract to Atlantic Civil Constructors Corp. in the amount of \$412,105.68 is recommended.

Reviewed by:



Joseph Berenis
Chief of Infrastructure

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel
Glenn Pressimone, Director of Engineering 

DATE: September 27, 2016

SUBJECT: Construction Agreement between State of Florida Department of Transportation (FDOT) and Central Florida Expressway Authority (CFX) for the Central Florida Greenway (State Road 417) Interchange with Florida's Turnpike, Phase III; Turnpike Project Number 411406-1-52-01.

BACKGROUND AND DESCRIPTION

Previously, CFX and FDOT have entered into agreements to facilitate and coordinate construction responsibilities for adjoining projects for the S.R. 417 / Turnpike Interchange. First, in July 2013, CFX and the FDOT entered into a Construction Agreement (Contract No. 992), as amended, for the Phase I improvements to the S.R. 417 / Turnpike Interchange. The Phase I improvements are complete. Second, in July 2015, CFX and FDOT entered into a second Construction Agreement (Contract No. 1142), for the Phase II improvements for the Interchange. The Phase II improvements are complete.

Now, FDOT is ready to commence the Phase III improvements for the Interchange, which improvements are addressed in the proposed Construction Agreement attached hereto. The purpose of this third Construction Agreement is to facilitate and coordinate construction duties and responsibilities between the FDOT and CFX for Phase III of the Interchange. Phase III construction is anticipated to commence in the near future.

REQUEST

Board approval is requested to authorize execution of the attached Construction Agreement between the FDOT and CFX, subject to the review and approval of the final plans and specifications by CFX staff.

Attachment: Proposed Construction Agreement

Reviewed by: _____


CFX General Counsel

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

**CONSTRUCTION AGREEMENT
BY AND BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

THIS CONSTRUCTION AGREEMENT (this “Agreement”), is made and entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a public instrumentality and agency of the State of Florida, with a business address of 4974 ORL Tower Road, Orlando, Florida 32807 (hereinafter referred to as the “CFX”) and **the State of Florida, Department of Transportation**, Florida’s Turnpike Enterprise, an executive agency of the State of Florida having a business address located at Florida’s Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida’s Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as the “DEPARTMENT”), and collectively as the “PARTIES”.

WITNESSETH:

WHEREAS, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate, construct, maintain and operate transportation facilities as part the planning, development, and operation of the State Highway System;

WHEREAS, the DEPARTMENT proposes to construct certain improvements for the SR 417 / SR 91 (Florida’s Turnpike) Interchange ramp systems, including without limitation, new bridge structure, new ramp terminals and roadways connecting to the Turnpike and SR 417, traffic control plan, MSE walls, retaining walls, guardrail, barriers, extension of box culverts, drainage pipes, drainage structures, fence, gates, signs, roadway lighting, intelligent transportation system adjustments, temporary works, utility adjustments and earthwork, (collectively the “Project”) in Orange County, Florida;

WHEREAS, the Project is more particularly described in the Contract Plans of Proposed Mainline Widening from Orlando South Interchange to Osceola Parkway (MP 249 to MP 254) including SR 417 Interchange - Ramps A2, C2 and D1 Project Number 411406-1-52-01, within the limits of DEPARTMENT and CFX right of way. The proposed plans (“Plans”) for the Project are currently under review by CFX staff and must be approved by CFX prior to issuance of any Construction Agreement. These Plans can be found on file with both CFX and the DEPARTMENT and are attached hereto in DVD format and incorporated by reference as Exhibit “A”;

WHEREAS, the portion of the Project to be constructed within CFX’s right of way, as shown in the Plans shall hereinafter be referred to as the “Improvements”;

WHEREAS, the parties desire to enter into this Agreement for the DEPARTMENT to construct the Improvements, after which ownership and maintenance thereof shall be subject to and governed by the July 9, 2013 Interchange Agreement, as amended ("Interchange Agreement"). The Maintenance Responsibilities – Exhibit D in the Interchange Agreement will be amended to include an exhibit which shows the ultimate condition of Ramps A1, B2, and C1 constructed under Phase 1 and Ramps A2, C2 and D1 constructed under this agreement), between the Department and CFX, a copy of which is attached hereto as Exhibit "B"; and

NOW, THEREFORE, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Improvements shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.

2. The DEPARTMENT is authorized, subject to the conditions set forth herein, to enter CFX's right of way to perform all activities necessary for the construction of the Improvements and subject to the scope of services, technical provisions, and special provisions set forth in the Plans in Exhibit "A".

3. At all times during construction, the DEPARTMENT shall require the Improvements constructed within CFX right-of-way to be maintained.

4. As it pertains to work done within CFX right of way, the Improvements shall be designed and constructed in accordance with the latest edition at the time of approval of this agreement of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("**MUTCD**"), unless otherwise specifically described in the Contract Plans and/or Technical Special Provisions related to Intelligent Transportation Systems (ITS) and Signing & Pavement Marking improvements proposed within the established CFX maintenance limits. The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("**PPM**"), Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "**Florida Green Book**") and the Department Traffic Engineering Manual. The DEPARTMENT shall submit the Plans to CFX for review and comment within a reasonable time prior to any work being commenced. Should any changes to the Improvements be required during construction, the DEPARTMENT shall be required to notify CFX of the changes and receive approval from CFX prior to the changes being constructed. The DEPARTMENT will submit to CFX a schedule of shop drawing submittals. CFX will notify the DEPARTMENT of any shop drawings CFX will review. The DEPARTMENT will coordinate with CFX for input during review of those shop drawing(s). Following completion of construction and the expiration of this Agreement, the maintenance obligations of the DEPARTMENT and CFX shall be controlled by the terms of Exhibit "B," the Interchange Agreement. DEPARTMENT shall coordinate with

CFX any work needs of the DEPARTMENT during construction of the Improvements. The DEPARTMENT shall provide advance notice to and coordinate with the CFX's Maintenance staff prior to DEPARTMENT's commencement of any maintenance or repair activities during construction or thereafter in the future. The DEPARTMENT's obligations to provide maintenance of the Improvements located within the CFX right of way, and to provide notice to and coordination with CFX prior to commencement of any maintenance or repair activities shall survive the expiration or earlier termination of this Agreement.

5. The DEPARTMENT shall notify CFX a minimum of 48 hours before beginning construction within CFX right of way. The DEPARTMENT shall notify CFX should construction be suspended for more than 5 working days.

6. As it pertains to work done within CFX right of way, the DEPARTMENT shall require that contractors, and shall require its contractors to ensure that all subcontractors working in connection with the Improvements within CFX right of way, will possess insurance coverage as stated in the Design Bid Build Specifications Section 7-13 Insurance, naming CFX as additional insured and insuring CFX against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of DEPARTMENT's contractors or subcontractors, as the case may be, accessing CFX's right of way or such performance or activities within CFX's right of way. Additionally, any such contractors and subcontractors shall supply the PARTIES with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the PARTIES. The bond and insurance shall remain in effect until completion of construction and acceptance by CFX. Prior to commencement of construction of the Improvements and on such other occasions as CFX may reasonably require, the DEPARTMENT shall provide CFX with certificates documenting that the required insurance coverage with its contractors and subcontractors is in place and effective.

7. As it pertains to work done within CFX right of way, the DEPARTMENT shall require all of its contractors providing services hereunder promptly indemnify, defend, save and hold harmless CFX and all of CFX's officers or employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to services to be provided pursuant to this Agreement or any breach of this Agreement caused by such contractors including, without limitation, construction of Improvements within CFX's right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by any DEPARTMENT contractor and such contractors' respective officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the DEPARTMENT, or any of its contractors or the respective officers, agents, employees or representatives of each will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of CFX or any of its officers or employees. The DEPARTMENT shall notify CFX in writing immediately upon becoming

aware of such liabilities. The DEPARTMENT's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities given by any DEPARTMENT contractor in connection with the Improvements shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect CFX and such insurance coverage shall not be deemed a limitation of the indemnities to CFX set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

8. As it pertains to work done within CFX right of way, the DEPARTMENT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Improvements in accordance with the edition of the DEPARTMENT Standard Specifications. The MOT plan shall be in accordance with the version of the DEPARTMENT Design Standards, Index 600 series specified in the contract documents. Any MOT plan developed by the DEPARTMENT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by CFX prior to implementation. The DEPARTMENT shall regularly inspect the MOT established within the construction area to ensure conformity with the approved MOT plan. If lane closures are required during construction or maintenance, they must comply with the provisions as outlined in the Florida's Turnpike Enterprise "Lane Closures Policy and Procedures". This policy is available at the end of Chapter 10, Volume 1 of the Turnpike Plans and Preparation and Practices Handbook (TPPPH), which can be electronically found at <http://design.floridasturnpike.com> within the Design Manuals section, or by contacting the Traffic Operations Center in Ocoee at (407) 264-3363. As it relates to lane closure within the CFX system, CFX is agreeable with the "Damage Recovery" (REV 2-4-04) specification in the DEPARTMENT's contract with the DEPARTMENT's contractor. Any and all damage recovery / user costs assessed by the DEPARTMENT from DEPARTMENT's contractor arising out of such contractor's failure to timely open Project traffic lanes with CFX right of way is hereby assigned to CFX and shall be paid by the DEPARTMENT's contractor directly to CFX. In the case of extreme traffic or weather conditions, DEPARTMENT may be required to remove lane closure operation from the roadway and/or right of way at CFX's option. Compliance with the Florida's Turnpike Enterprise U-turn policy must also be adhered to and this document can be found electronically at:

http://design.floridasturnpike.com/prod_design/roadway/roadwayguidedrawings.html

9. As it pertains to work done within CFX right of way, the DEPARTMENT will be responsible for ensuring that all permits required by the State of Florida, local governmental entities or agencies or other agencies are obtained; that all existing utilities have been located, that all utility locations are appropriately documented on the construction plans; and that all utility conflicts have been fully resolved directly with the applicable utility entity/agency/owner. The DEPARTMENT shall require each of its contractors to comply with the Sunshine 811 procedures (Sunshine State One Call) prior to any excavation work within the Improvements area.

10. It is hereby agreed by the parties that this Agreement creates a permissive use only and the ownership of the Improvements resulting from this Agreement shall be controlled by the Interchange Agreement. Neither the granting of the permission to use CFX right of way nor the placing of facilities upon CFX property shall operate to create or vest any property right to or in the DEPARTMENT, except as may otherwise be provided in separate agreements. The DEPARTMENT shall not acquire any right, title, interest or estate in CFX right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the DEPARTMENT's use, occupancy, maintenance, or possession of CFX right of way. The provisions of the paragraph shall survive the expiration or earlier termination of this Agreement.

11. As it pertains to work done within CFX right of way, the DEPARTMENT shall perform, or cause to be performed, any required testing associated with the design and construction of the Improvements. Testing results shall be made available to CFX upon request. CFX shall have the right to perform its own independent testing during the course of construction of the Improvements in its right of way, at its sole expense and as coordinated with the DEPARTMENT.

12. As it pertains to work done within CFX right of way, the DEPARTMENT shall exercise the rights granted herein and shall otherwise perform this Agreement with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, and safety laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard, local governmental entities, and CFX.

13. As it pertains to DEPARTMENT work in CFX right of way, if CFX reasonably determines a condition exists which threatens the public's safety, CFX may, at its sole discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the DEPARTMENT.

14. As it pertains to Improvements within CFX right of way, all work and construction shall be completed by December 31, 2020. If construction is not completed within this time, the parties shall negotiate in good faith to extend the construction deadline. If an extension would cause irreparable injury to a party, that party may make a claim on its bond. CFX may terminate this Agreement at any time without CFX liability to the DEPARTMENT in the event DEPARTMENT does not cure a material default of a provision of this Agreement within sixty (60) days after receiving CFX's written notice of the default. If the default cannot reasonably be cured within sixty (60) days, then DEPARTMENT may have additional time to complete the cure, with CFX written

approval, provided the cure is commenced immediately and diligently pursued without interruption until the cure has been completed.

15. The DEPARTMENT shall be responsible to maintain and restore all features, if any, that might require relocation within CFX right of way, and that are not included in the plans as part of the Improvements, at the Department's sole cost and expense.

16. As it pertains to work done within CFX right of way, the DEPARTMENT will be responsible for clean up or restoration required to correct any environmental or health concerns that may result from construction operations.

17. Upon completion of construction, the DEPARTMENT will be required to submit to CFX final as-built plans and an engineering certification that construction was completed in accordance with those plans. Prior to the termination of this Agreement, the DEPARTMENT shall remove its presence, including, but not limited to, all of the DEPARTMENT's property, machinery, and equipment from CFX right of way and, other than Improvements constructed in accordance with the Plans, the DEPARTMENT shall restore those portions of CFX right of way disturbed or otherwise altered by the construction of the Improvements to substantially the same condition that existed immediately prior to the commencement of construction of the Improvements. All information pertinent to the installation and /or modification of CFX roadway structures will be provided to CFX for incorporation into their structures records files. This information includes, but is not limited to as-built plans, shop drawings, pile driving records, bridge load rating documents, etc.

18. If CFX determines that the Improvements are not completed in accordance with the provisions of this Agreement, CFX shall deliver written notification of such to the DEPARTMENT. The DEPARTMENT shall have thirty (30) days from the date of receipt of CFX's written notice, or such other time as CFX and the DEPARTMENT mutually agree to in writing, to complete the Improvements and provide CFX with written notice of the same (the "Notice of Completion"). If the DEPARTMENT fails to timely deliver the Notice of Completion, or if it is reasonably determined that the Improvements are not properly completed after receipt of the Notice of Completion, CFX, within its discretion may: 1) provide the DEPARTMENT with written authorization granting such additional time as CFX deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) in accordance with the final plans, at the DEPARTMENT's sole cost and expense, without CFX liability to the DEPARTMENT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If CFX elects to correct the deficiency(ies), CFX shall provide the DEPARTMENT with an invoice for the reasonable actual costs incurred by CFX and the DEPARTMENT shall pay the invoice within sixty (60) days of the date of the invoice.

19. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the PARTIES' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

20. All formal notices, proposed changes and determinations between the PARTIES hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the PARTIES at the contact information listed below:

CONTACT INFORMATION

To CFX:

[REDACTED]

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

With Copy to:

General Counsel
Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

With Additional Copy to:

[REDACTED], Esq.

Central Florida Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

To DEPARTMENT:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

21. The DEPARTMENT shall not cause any liens or encumbrances to attach to any portion of CFX's right of way.

22. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in Orange County, Florida.

23. Neither party may assign, pledge, or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent the DEPARTMENT from delegating its duties hereunder, but such delegation shall not release the DEPARTMENT from its obligation to perform this Agreement.

24. This Agreement shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

25. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the PARTIES and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby, except for the agreements of the PARTIES contained in Exhibit "B," the Interchange Agreement.

26. By their signatures below, the PARTIES hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

27. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

28. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the PARTIES shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

30. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

31. This Agreement shall become effective when all PARTIES have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) shall be deemed the effective date of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, CFX and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____ [Seal]
Executive Director

ATTEST: _____ [Seal]
Executive Secretary

Legal Review for CFX only

BY: _____
General Counsel

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

BY: _____ [Seal]
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

ATTEST: _____ [Seal]
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

EXHIBIT A

FPID 411406-1-52-01 & 411406-4-52-01

Construction Plans

(Approved DVD provided under separate cover)

EXHIBIT B

INTERCHANGE AGREEMENT AS AMENDED

**AGREEMENT BETWEEN THE FLORIDA TURNPIKE ENTERPRISE
AND THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
FOR THE CENTRAL FLORIDA GREENEWAY (S.R. 417)
INTERCHANGE WITH FLORIDA'S TURNPIKE**

This Agreement is made and entered into this 14th day of July, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate agency of the State of Florida, its successors and assigns (hereinafter referred to as the "AUTHORITY") and FLORIDA'S TURNPIKE ENTERPRISE, a state agency of the State of Florida, its successors and assigns (hereinafter referred to as "FTE").

WHEREAS, FTE owns and operates the Turnpike System, a system of limited access toll roads including Florida's Turnpike (S.R. 91); and

WHEREAS, the AUTHORITY operates the Orlando-Orange County Expressway System, a system of limited access toll roads; and

WHEREAS, pursuant to Chapter 348, Florida Statutes, the AUTHORITY has constructed the Central Florida Greenway (S.R. 417), as part of the Orlando-Orange County Expressway System; and

WHEREAS, FTE and the Authority have envisioned an interchange between S.R. 91 and S.R. 417 (the "Interchange" or "Interchange Project")(see Location Map attached as Exhibit "A") to benefit the traveling public and facilitate the interconnection of the FTE's Turnpike System with the AUTHORITY's Expressway System; and

WHEREAS, the Interchange is the subject of FTE's Project Concept Report for the S.R. 417 Interchange dated January 2002; and

WHEREAS, the AUTHORITY is willing to contribute to the development of the Interchange as more fully described herein; and

WHEREAS, as part of its contribution, the AUTHORITY is willing to design, bid and construct a ramp from southbound S.R. 417 to southbound S.R. 91, a ramp from northbound S.R. 91 to northbound S.R. 417 and associated stormwater ponds and facilities (the "Authority Ramps"); and

WHEREAS, the AUTHORITY will be constructing the Authority Ramps including certain parts of the Authority Ramps which will be on the Turnpike System in order to coordinate construction of the intersection between the two (2) limited access facilities; and

WHEREAS, the AUTHORITY and FTE desire to formalize the terms and conditions for the maintenance and repair of the roadways, bridges, interchange ramps, storm water ponds and

utilities related to the Interchange (sometimes collectively referred to herein as the "Facilities").

NOW THEREFORE, in consideration of the mutual benefits and conditions, promises and covenants hereinafter set forth, and for other good and valuable consideration acknowledged hereto by the parties, the parties agree as follows:

1. **The Authority's Contribution and Construction of Portions of the Interchange.** The AUTHORITY agrees to design, bid and construct the Authority Ramps (Ramp B1 and Ramp D2 as depicted for demonstrative purposes only on the single line diagram attached hereto as Exhibit "B") and upon completion shall cause all portions of the Authority Ramps constructed on FTE's right of way to be turned over to FTE, to be owned, operated and maintained as part of the Turnpike System. The cost and expenses of design, bid and construction of the Authority Ramps shall be borne by the AUTHORITY.

As part of its contribution, the AUTHORITY has created and the FTE has approved a preliminary design of the entire Interchange to establish the geometry and connections of the Interchange components. The preliminary design of the Interchange is substantially in the location and configuration identified in Exhibit "B" attached to this Agreement.

A. **Design.** The Interchange Project has been designed and will be constructed in accordance with FTE and the AUTHORITY's Construction Agreement for Interchange Project # 417-304, dated _____, 2013.

B. **Right of Way.** All Interchange right of way shall remain in its current ownership structure and the parties shall continue to own their respective right of way. Upon completion, all portions of the Authority Ramps constructed on FTE right of way will be turned over to FTE, to be owned, operated and maintained as part of the Turnpike System.

C. **Lighting.** As part of its design and construction of the Authority Ramps, the AUTHORITY has included lighting and has coordinated the provision of power and metering to the lighting. Upon completion of construction, the lighting that is located on FTE's right of way will be turned over to FTE as part of the Facilities to be owned, operated and maintained as part of the Turnpike System. The power and metering of the lighting will include independent load centers that allow operation and maintenance of the lighting to match the maintenance limits of the Interchange.

D. **Environmental Permitting.** The Interchange is a named project in the Central Florida Beltway Mitigation Act and as such the Department of Environmental Protection credits have already been identified as being available to this project. For the purpose of the AUTHORITY's design, bidding and construction of the Authority Ramps, the AUTHORITY agrees to be the named permittee for the necessary permits related to the Interchange. The AUTHORITY will be responsible for the development, application, completion and cost of the permits for the Authority Ramps.

E. **Warranties.** The AUTHORITY shall be responsible to cause and enforce warranties that all materials used in the project shall be new and that work will be of good quality and free from faults or defects in design, material or workmanship. For a period of 1 year after opening of traffic to the Interchange, the AUTHORITY shall be responsible for removing and correcting all faults or defects in design, material and workmanship within a reasonable time after written notice. The provisions of this section will not be enforced if such faults or defects are determined to occur as a result of "Acts of God" or "Force Majeure." For latent defects discovered 1 year after the Interchange opens for traffic, each party will be responsible for prosecuting their own claims to recover for the defects that implicate their portions of the project. The AUTHORITY will provide any assignments of claims to FTE if necessary or for FTE to prosecute any claims related to latent defects.

F. **Inspection Prior to Acceptance/Quality Assurance.** At a time mutually acceptable to the parties, but at a minimum 30 days prior to the transfer of the portion of the Authority Ramps on FTE's right of way to FTE, FTE will conduct an inspection of the Authority Ramps. If upon inspection, it is determined that the Authority Ramps were not constructed in accordance with the approved plans and specifications including any changes thereof approved by FTE during construction, or the Authority Ramps are in need of repairs, the AUTHORITY will make any necessary changes or repairs at the AUTHORITY'S expense to conform the Authority Ramps to the approved plans and specifications.

2. **Post Construction Responsibilities.**

A. **Stormwater Facilities.** The Interchange has been designed with common stormwater ponds serving both FTE's and the AUTHORITY's portions of the Interchange. The parties agree that the parties will execute a Joint Use Pond Agreement in substantially the same form as Exhibit "C" attached hereto. Stormwater treatment will be limited to the Interchange area and adjacent FTE Mainline area only.

B. **Maintenance, Repair and Operation of Facilities.** Pursuant to the provisions of Section 335.0415 and Section 337.29, Florida Statutes, the allocation of maintenance responsibilities between the AUTHORITY and FTE as to the Facilities is set forth on Exhibit "D" attached hereto. The party allocated such maintenance responsibility therein is referred to in this Paragraph as the "Responsible Party." The Responsible Party shall, at the Responsible Party's sole cost and expense, operate, maintain, repair and replace as needed, from time to time, to keep the Facilities allocated to such Responsible Party in good and workmanlike condition and repair in accordance with the Responsible Party's operational standards and guidelines. Without limiting the foregoing, FTE shall be responsible for mowing and maintenance of all turf and landscaping within the non-hatched limited access right of way of the interchange as described in Exhibit "D" to the Interchange Agreement and as shown in Exhibits "B" and "C" to the Joint Use Pond Agreement.

In performing such operation, maintenance, repair or replacement, the Responsible Party shall not damage or interfere with the operation of those facilities allocated to the other party

herein. The AUTHORITY and FTE hereby grant each to the other all such licenses and rights of access reasonably necessary to allow the Responsible Party to perform maintenance, repair or replacement of the Facilities allocated to the Responsible Party, including, without limitation, the right to enter upon the property of the granting party for the purpose of maintenance, repair or replacement of such Facilities; provided, however, the Responsible Party shall exercise such rights at reasonable times and in a reasonable manner, so as to avoid, to the extent reasonably practicable, any disruption of or interference with the quiet enjoyment of the granting party's property. If the Responsible Party causes any damage to the Facilities or property of the granting party, the Responsible Party, at its cost and expense, shall promptly repair such damage.

3. **Notices/Service of Process.** All notices, certificates or other communications shall be sufficiently given and shall be deemed given when hand-delivered, mailed by registered or certified mail, postage prepaid, return receipt required, or overnight courier service with guaranteed next day delivery to the parties at the following addresses:

To FTE:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To the AUTHORITY:

Max D. Crumit, P.E.
Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Orlando-Orange County Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

With Additional Copy to:

Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

Either of the above parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other, designation of further or different addresses shall be deemed given on the date such notice is delivered by hand by national receipted overnight delivery service (e.g. Federal Express) or three days after the date mailed in the United States Mail, return receipt requested.

4. **Jurisdiction and Venue.** The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state or local, and further agree that exclusive venue shall lie in Leon County, Florida.

5. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. **Public Records Law.** The parties shall allow public access to all documents, papers, letters or other materials made or received in conjunction with this Agreement and the performance thereof, in accordance with the provisions of Chapter 119, Florida Statutes.

8. **No Contingent Fees.** The parties warrant that they have not employed or obtained any company or person, other than their respective bona fide employees to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement.

9. **Applicable Law.**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

B. The AUTHORITY agrees to administer the Interchange in accordance with the laws which govern FTE, including but not limited to Chapters 287 and 337, Florida Statutes.


10. **Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.


11. **Assignment.** This agreement may not be assigned without the written consent of the parties.

12. **Recordation.** This Agreement may be recorded in the Official Records of Orange County.

IN WITNESS WHEREOF, the parties have caused these present to be executed the day and year first above written.

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

BY: 
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

ATTEST: 
Executive Secretary

Legal Review:
BY: 
Legal Counsel

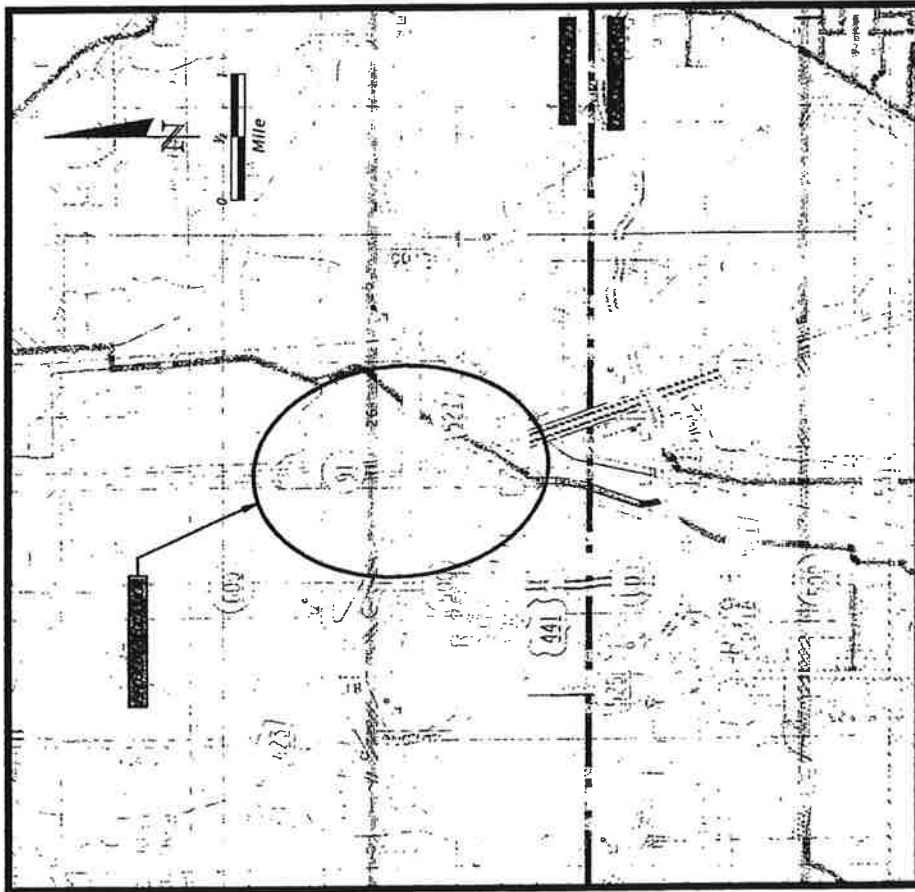
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

BY: *J. A. Berens*
Executive Director

ATTEST: *Charles Mazzilli*
Executive Secretary

Legal Review:

BY: *Joseph Scasiatore*
General Counsel



LOCATION MAP

EXHIBIT "A"

to Interchange Agreement

**This Document Prepared By
and Should Be Returned To:**

**Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward
& Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880**

JOINT USE POND AGREEMENT

THIS JOINT USE POND AGREEMENT is executed this 11th day of July, 2013, by **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida (the "OOCEA"), and **FLORIDA'S TURNPIKE ENTERPRISE**, a state agency of the State of Florida, its successors and assigns ("FTE") (the OOCEA and FTE may hereinafter be collectively referred to as the "Parties").

RECITALS:

In connection with the construction of an interchange between S.R. 91 and S.R. 417 (the "Interchange"), OOCEA constructed (or is constructing) storm water retention ponds occupying real property owned by the OOCEA and the FTE, as generally depicted on Exhibit "A" attached hereto and made a part hereof (the "Joint Use Ponds"); and

OOCEA owns and is utilizing Pond 5 for Central Florida Greenway (S.R. 417) and Interchange drainage and to accommodate drainage from portions of the Interchange owned and maintained by the FTE; and

FTE owns (or will own) and is utilizing Ponds 1, 4A, 4B, 4C, 6 and 7 for S.R. 91 and Interchange drainage and to accommodate drainage from portions of the Interchange owned and maintained by the OOCEA; and

The FTE and the OOCEA desire to obtain from, and grant licenses to each other for the joint use of the Joint Use Ponds as described below; and

The Parties have made and entered into this Joint Use Pond Agreement (the "Agreement") to grant the licenses contemplated herein subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, and the covenants and promises of the Parties hereto, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

1. **Recitals.** That all of the foregoing recitals contained in this Agreement are true and correct and are incorporated herein by this reference.

2. **OOCEA Grant of License to FTE.** OOCEA hereby grants to FTE, its successors, and assigns, and its employees, contractors, and agents, a limited, perpetual, non-exclusive license to discharge storm water from the limited access right-of-way of Florida's Turnpike (S.R. 91) Ramp D1 and Ramp A2 into OOCEA Pond 5. The license granted herein is only for storm water originating from Ramp D1 and Ramp A2 of the Interchange and for no other purpose(s) without the express written consent of the OOCEA. The amount of such storm water discharge shall be limited to that generated by Ramp D1 and Ramp A2 of the Interchange. Nothing herein shall grant FTE, the general public, or the owner or occupant of any lands any right, easement, or privilege in or use of OOCEA Pond 5 other than the limited license specifically granted to FTE as set forth herein. Notwithstanding anything herein to the contrary, the OOCEA retains the right to reasonably reshape, reconstruct, renovate, or otherwise modify OOCEA Pond 5 so long as FTE's ability to discharge storm water to the OOCEA Pond 5 under the terms of this Agreement is not disrupted. FTE shall be responsible, at its expense, for damage resulting from the negligent acts or omissions of FTE or its agents in the exercise of the license granted to FTE herein. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver by FTE of its sovereign immunity protections under Section 768.28, Florida Statutes.

3. **FTE Grant of License to OOCEA.** FTE hereby grants to OOCEA, its successors, and assigns, and its employees, contractors, and agents, a limited, perpetual, non-exclusive license to discharge storm water from the limited access right-of-way of the Central Florida Greenway (S.R. 417) Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 into FTE Ponds 1, 4A, 4B, 4C, 6 and 7. The license granted herein is only for storm water originating from S.R. 417 Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 of the Interchange and for no other purpose(s) without the express written consent of the FTE. The amount of such storm water discharge shall be limited to that generated by S.R. 417 Mainline and portions of Ramp A1, Ramp A2, Ramp B1, Ramp B2, Ramp C1, Ramp C2, Ramp D1, and Ramp D2 of the Interchange. Nothing herein shall grant OOCEA, the general public, or the owner or occupant of any lands any right, easement, or privilege in or use of FTE Ponds 1, 4A, 4B, 4C, 6 and 7 other than the limited license specifically granted to OOCEA as set forth herein. Notwithstanding anything herein to the contrary, the FTE retains the right to reasonably reshape, reconstruct, renovate, or otherwise modify FTE Ponds 1, 4A, 4B, 4C, 6 and 7 so long as OOCEA's ability to discharge storm water to the FTE Ponds 1, 4A, 4B, 4C, 6 and 7 under the terms of this Agreement is not disrupted. The OOCEA shall be responsible, at its expense, for damage resulting from the negligent acts or omissions of OOCEA or its agents in the exercise of the license granted to OOCEA herein. Notwithstanding the foregoing, nothing contained herein shall constitute a waiver by OOCEA of its sovereign immunity protections under Section 768.28, Florida Statutes.

4. **Interim Maintenance Responsibilities.** During the development of the Interchange (the "Interim Phase"), the OOCEA shall maintain, at its expense, the portions of the interchange as generally depicted on Exhibit "B" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Otherwise, FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Exhibit "B" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Each party is responsible for their contributing storm water, conveyance and associated appurtenances, including, but not limited to the pipes, inlets and discharge points into the Joint Use Ponds.

5. **Ultimate Maintenance Responsibilities.** At the completion of development of the Interchange (the "Ultimate Phase"), the OOCEA shall maintain, at its expense, the portions

of the interchange as generally depicted on Exhibit "C" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Each party is responsible for their contributing storm water, conveyance and associated appurtenances, including, but not limited to the pipes, inlets and discharge points into the Joint Use Ponds. Otherwise FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Exhibit "C" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

Neither the FTE nor the OOCEA shall have an obligation to maintain any portion of the other's storm water drainage system unless there is a failure to maintain the storm water drainage system and therefore the FTE or OOCEA is entitled to do so to assure the functionality of its own drainage system.

6. **Permits and Compliance.** FTE agrees that all storm water discharges which are the subject of the license granted above shall comply with all applicable local, state, or Federal code, law, statute, rule, or requirement, including but not limited to the terms and conditions of that certain Environmental Resources Permit (the "ERP") bearing Florida Department of Environmental Protection (the "FDEP") File No. 48-0317167-001. Furthermore, FTE shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or Federal code, law, statute, rule or requirement to be discharged or released into or upon the OOCEA Pond 5.

OOCEA agrees that all storm water discharges which are the subject of the license granted above shall comply with all applicable local, state, or Federal code, law, statute, rule, or requirement, including but not limited to the terms and conditions of that certain Environmental Resources Permit (the "ERP") bearing Florida Department of Environmental Protection (the "FDEP") File No. 48-0317167-001. Furthermore, OOCEA shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or Federal code, law, statute, rule or requirement to be discharged or released into or upon the FTE Ponds 1, 4A, 4B, 4C, 6 and 7.

In the event of an accident or emergency that creates, or may create a hazardous condition under any local, state, or Federal code, law, statute, rule or requirement, either the FTE or the OOCEA may initiate repairs, clean up or remediation to and on the other party's storm water drainage system to limit or eliminate the hazardous condition. The party doing the repairs, clean up or remediation to or on the other party's storm water drainage system is entitled to reimbursement for the cost of the repairs, clean up or remediation undertaken on the portions of the interchange lying outside of their ultimate maintenance responsibility limits as generally depicted on Exhibit "C."

The OOCEA and FTE hereby grant each to the other all such licenses and rights of access reasonably necessary to allow the other party to initiate repairs, clean up or remediation to and on the other party's storm water drainage system to limit or eliminate a hazardous condition, including, without limitation, the right to enter upon the other's property.

7. **Modification.** 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.

8. **Successors and Assigns.** All obligations of the Parties hereunder shall be

binding upon their respective successors-in-title and assigns; provided the covenants and obligations herein are only enforceable against the Parties or successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued, it being intended that upon the conveyance of title by a party, the party conveying title shall thereupon be released from any liability hereunder, as to the property conveyed, for any breach of this Agreement, or claim arising under this Agreement, accruing after the date of such conveyance. The license set forth in this Agreement shall be perpetual.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

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; transmitted electronically (i.e., by facsimile device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To FTE:

Chief Financial Officer
Florida's Turnpike Enterprise
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel
Turnpike Headquarters -Bldg. 5315
P.O. Box 613069
Ocoee, FL 34761-3069

To the OOCEA:

Max D. Crumit, P.E.
Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

With Copy to:

General Counsel
Orlando-Orange County Expressway Authority
4794 ORL Tower Road
Orlando, FL 32807

With Additional Copy to:

Robert L. Simon, Jr., Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

11. **Recordation.** This Agreement may be recorded in the Official Records of Orange County.

12. **Effective Date.** The effective date of this Agreement (the "Effective Date") shall be the latter of the dates when each of the Parties has properly executed this Agreement as determined by the dates set forth immediately below their respective signatures.

IN WITNESS WHEREOF, the OOCEA and FTE have signed and sealed these presents effective as of the day and year first above written.

"OOCEA"

ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

By: 
Executive Director

APPROVED AS TO FORM AND FOR
EXECUTION BY A SIGNATORY OF
THE ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

Legal Counsel: Winderweedle, Haines, Ward
& Woodman, P.A.

By: 

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared Joseph A. Berenis, as Deputy Exec. Dir. ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, who is personally known to me, or provided _____ as identification, and that he acknowledged executing the same on behalf of the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in me by the State of Florida.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of July, 2013.



Darleen Mazzillo
(Signature of Notary Public)
Darleen Mazzillo
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. EE 879488
My commission expires: 3/25/17

"FTE"

FLORIDA'S TURNPIKE ENTERPRISE

BY: [Signature]
Executive Director & Chief Executive Officer,
Florida's Turnpike Enterprise

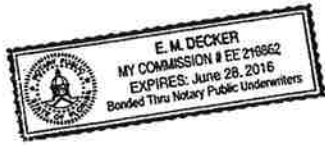
ATTEST: [Signature]
Executive Secretary

Legal Review:
BY: [Signature]
Legal Counsel

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County aforesaid to take acknowledgments, personally appeared DIANE SCOCCE TI, as District Secretary, FLORIDA'S TURNPIKE ENTERPRISE, who is personally known to me, or provided _____ as identification, and that he acknowledged executing the same on behalf of FLORIDA'S TURNPIKE ENTERPRISE, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in me by the State of Florida.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of July, 2013.



E. M. Decker

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

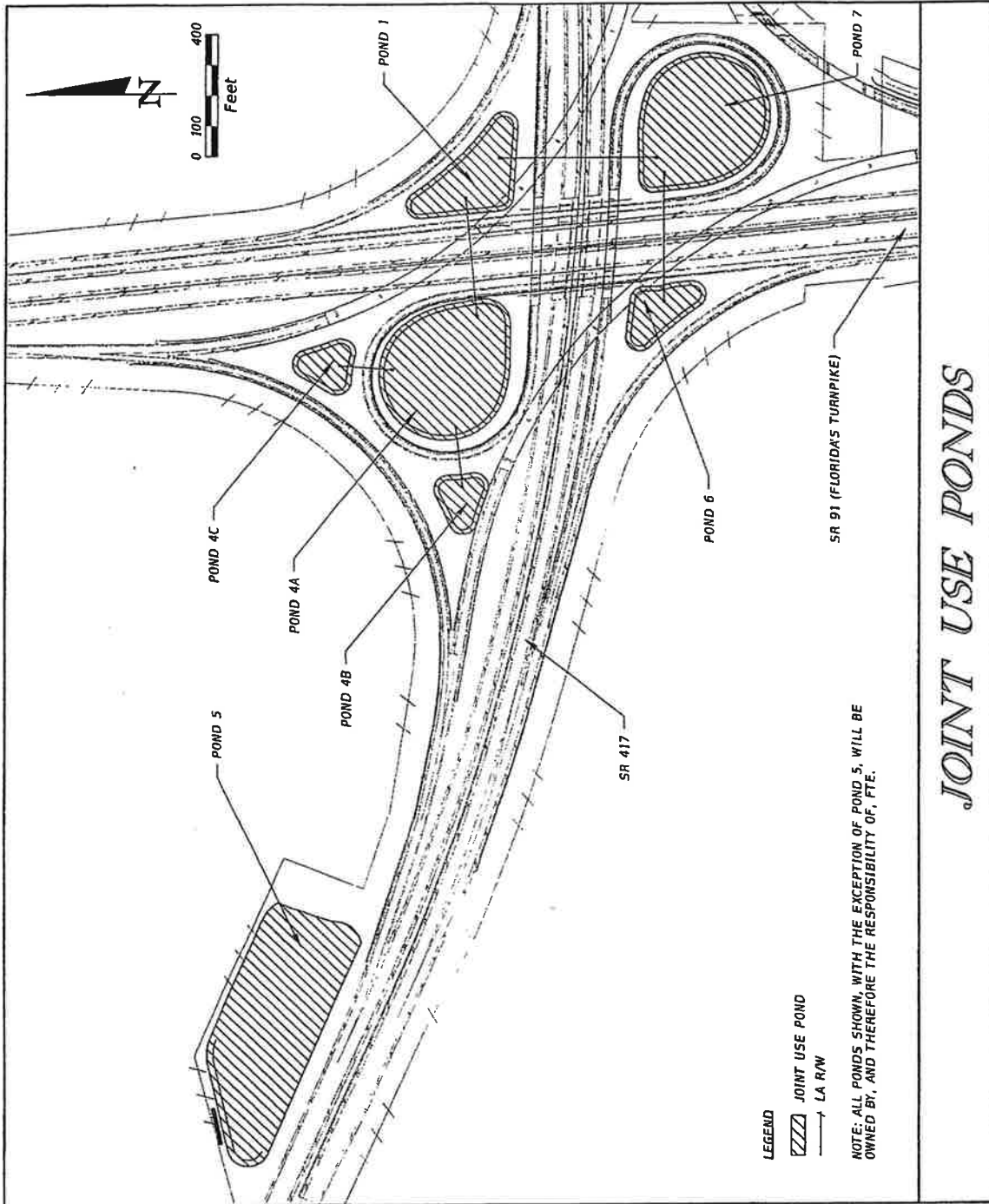
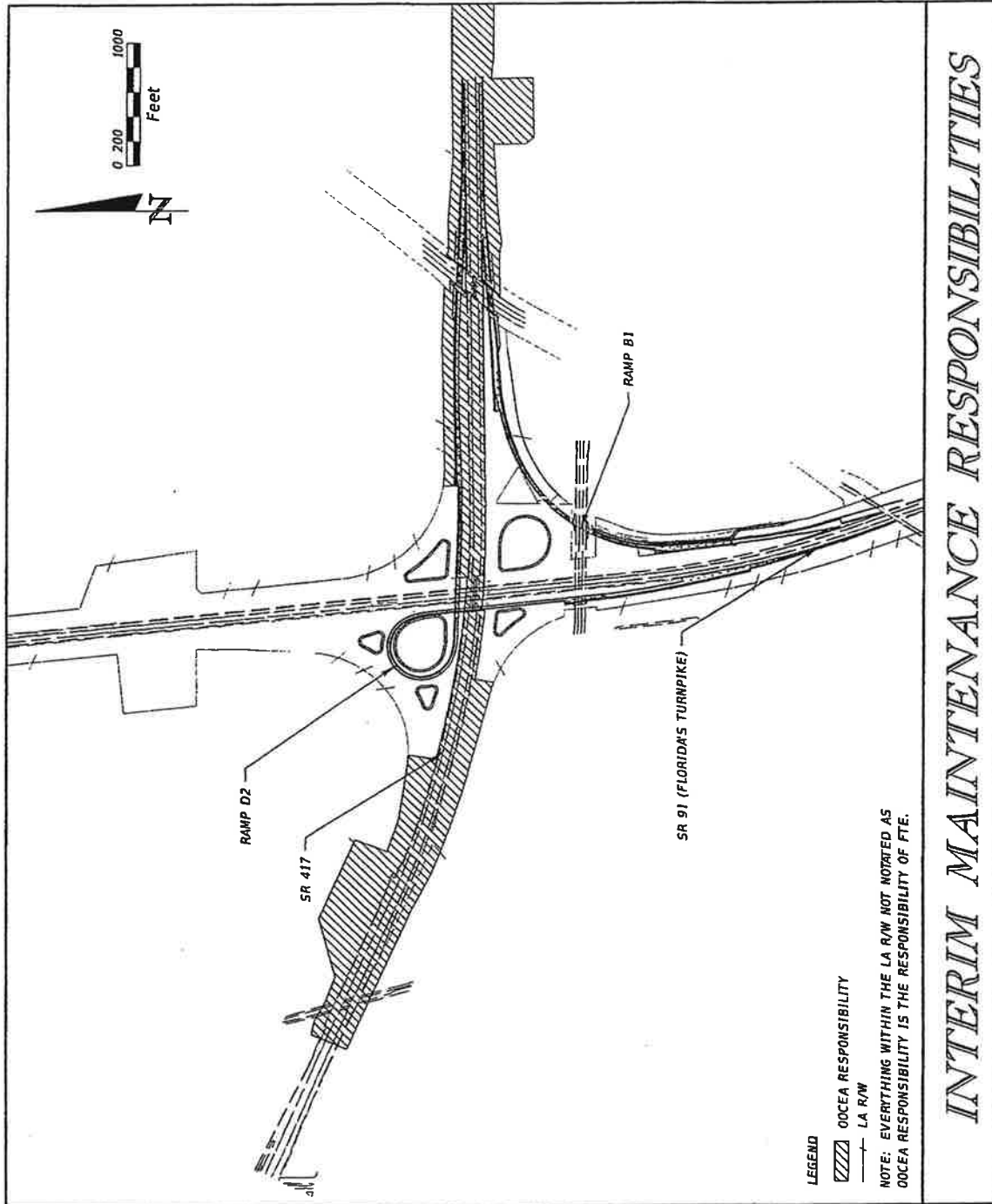


EXHIBIT "A" to Joint Use Pond Agreement



INTERIM MAINTENANCE RESPONSIBILITIES

EXHIBIT "B" to Joint Use Pond Agreement

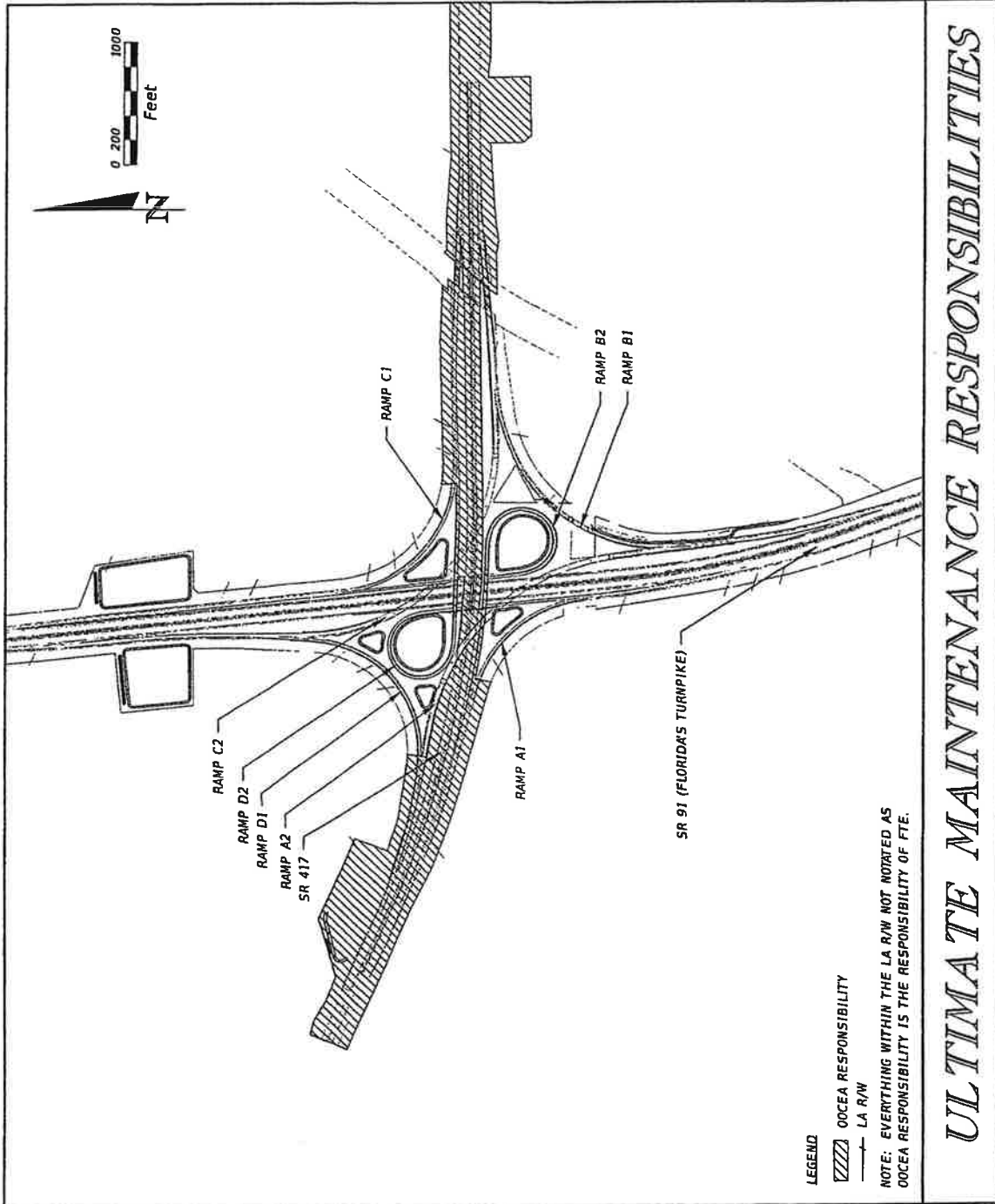


EXHIBIT "C" to Joint Use Pond Agreement

Maintenance Responsibilities

1. **Interim Maintenance Responsibilities.** During the development of the Interchange (the "Interim Phase"), the OOCEA shall maintain, at its expense, the portions of the interchange as generally depicted on Sketch "1" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements. Otherwise, FTE, at its expense, shall maintain, repair, and replace, as necessary, all portions of Interchange lying outside the area depicted on Sketch "1" so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

2. **Ultimate Maintenance Responsibilities.** At the completion of development of the Interchange (the "Ultimate Phase"), each party shall maintain, at its expense, the portions of the interchange as generally depicted described in Section 3 below and generally depicted on Sketch "2" attached hereto, so as to maintain the same in a good state of repair and fully operational in accordance with all applicable local, state, or Federal code, law, statute, rule, or requirements.

3. **Roadways and Bridges**

(a) FTE Responsibilities

FTE shall be responsible for all pavement, bridges, approach slabs, drainage (including cross drains, inlets, storm sewers to ponds and ditches), retaining walls, guardrail, attenuators, grassing, slopes, regulatory signs, guide signs including sign structures, roadway lighting etc. associated with the following ramps and limits described below:

(i) Ramp A1

From the gore at Ramp B2 to the gore at Ramp D2

(ii) Ramp A2

From the Turnpike mainline to the gore at Ramp D1; including the flyover bridge over Town Center Boulevard, Turnpike mainline and SR 417

(iii) Ramp B1 (interim)

From the Turnpike mainline to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including bridge(s) over Town Center Boulevard and Cell Tower Access Road

(iv) Ramp B1 (ultimate)

From the gore at Ramp A2 to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including bridge(s) over Town Center Boulevard and Cell Tower Access Road

(v) Ramp B2

From the eastern limits of the east approach slab for Ramp B2 bridge over Turnpike mainline to the gore at Ramp C1

(vi) Ramp C1

From the gore at Ramp D2 to the Turnpike mainline

(vii) Ramp C2

From the Turnpike mainline to the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue; including the flyover bridge over Turnpike Mainline and SR 417

(viii) Ramp D1

From the gore at Ramp C2 to the gore at Ramp A2

(ix) Ramp D2

From the western limits of the west approach slab for Ramp D2 bridge over Turnpike mainline to the Turnpike mainline

(b) Authority Responsibilities

The Authority shall be responsible for all pavement, bridges, approach slabs, drainage (including cross drains, inlets, storm sewers to ponds and ditches), retaining walls, guardrail, attenuators, grassing, slopes, regulatory signs, guide signs including sign structures, roadway lighting etc. associated with the following ramps and limits described below:

(i) Ramp A2

From the gore at Ramp D1 to SR 417

(ii) Ramp B1

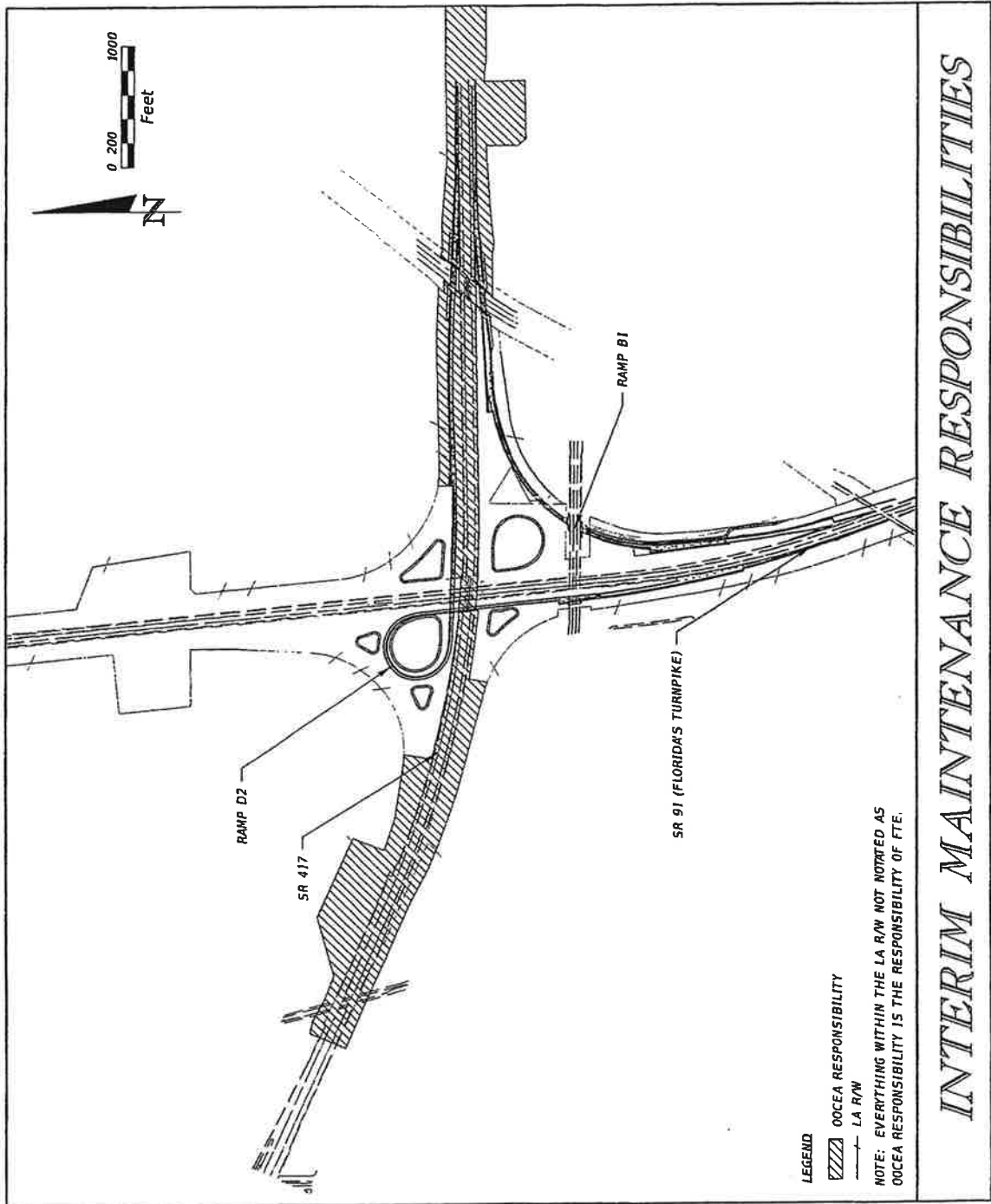
From the western limits of the west approach slab for Ramp B1 / Ramp C2 bridge over Orange Avenue to SR 417; including bridge over Orange Avenue

(iii) Ramp B2

From the gore at SR 417 to the eastern limits of the east approach slab for Ramp B2 bridge over Turnpike mainline; including bridge over Turnpike mainline

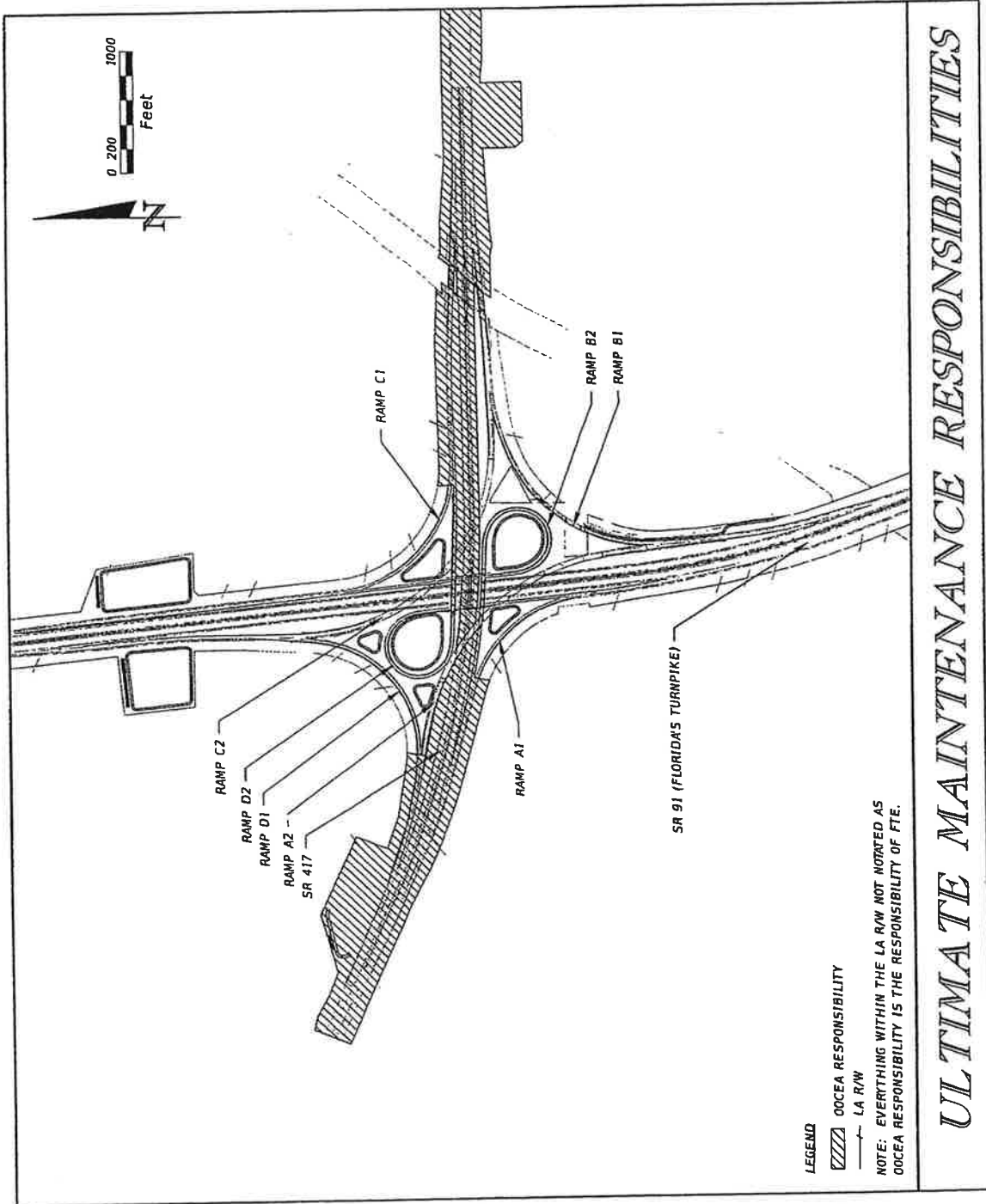
(iv) Ramp D2

From SR 417 to the western limits of the west approach slab for Ramp D2 bridge over Turnpike mainline; including bridge over Orange Avenue and bridge over Turnpike mainline



INTERIM MAINTENANCE RESPONSIBILITIES

Page 4 of 5 - Ex D to Interchange Agreement
Sketch 1



Page 5 of 5 - Ex D to Interchange Agreement
 Sketch 2

* Note:

RAMP A2

RAMP C2

RAMP D1

TO BE CONSTRUCTED
UNDER CONSTRUCTION
AGREEMENT

APPROVED BY

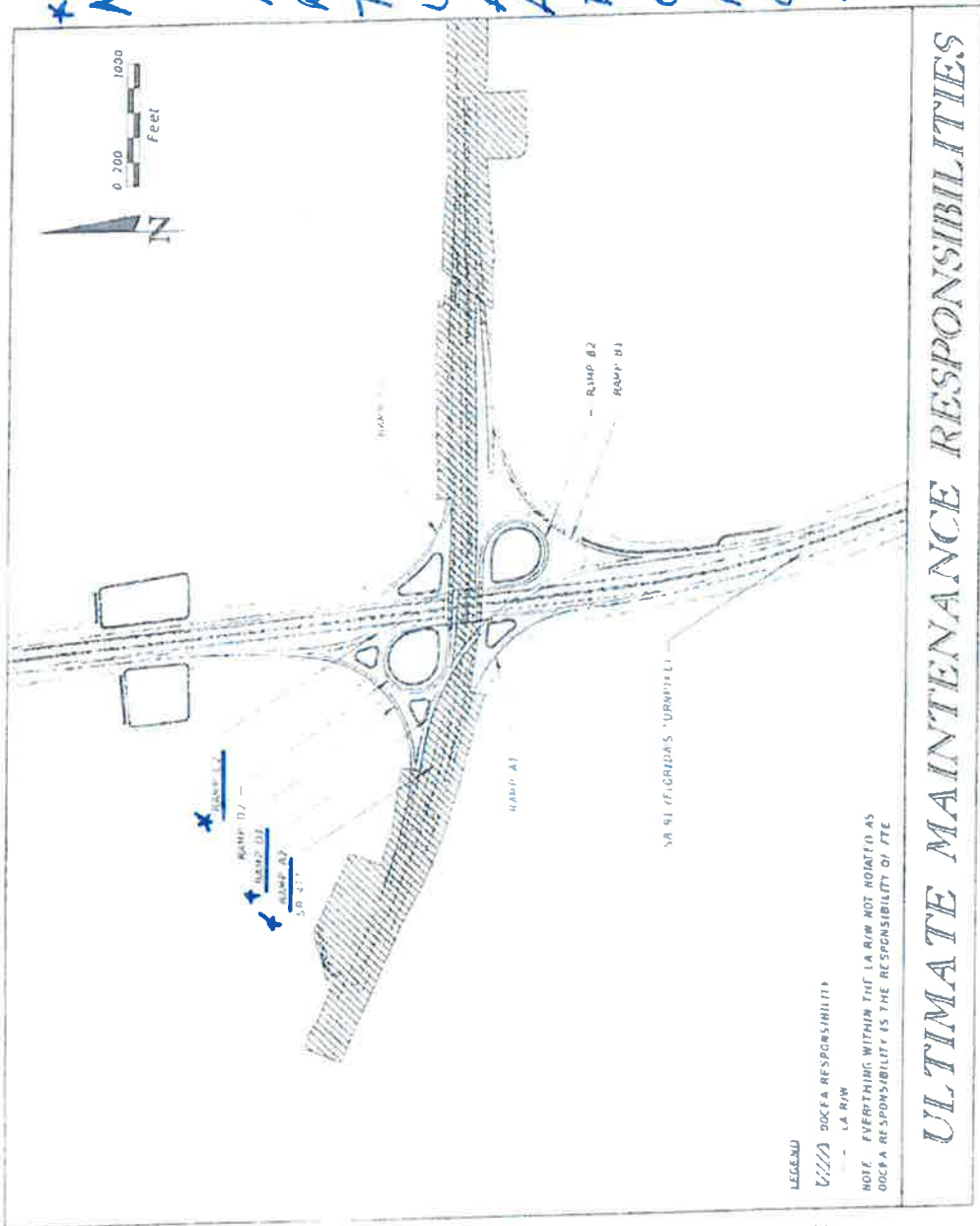
FTE AND CFX

OCTOBER 2016.

RAMPS TO BE

CONSTRUCTED UNDER

411406-1-52-01.



Page 5 of 11 Ex D to Interchange Agreement
Sketch 2


CONSENT AGENDA ITEM

#34

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: September 26, 2016

RE: Authorization for Contract Award to Atlantic Civil Constructors Corp.
CFX Headquarters Parking Lot Lighting and Resurfacing
Project No. 599-411; Contract No. 001197

The Board approved on April 14, 2016 to authorize advertisement for the project. An Invitation to Bid for the referenced project ran in the Orlando Sentinel on August 14, 2016. Response to the Invitation was received from only one (1) contractor by the September 22, 2016 deadline for submittal of bids. As required by the Procurement Procedures Manual, the Director of Procurement and the Chief of Infrastructure met to review CFX's options when less than three proposals are received. Based on the discussion at the meeting, the decision was made to accept the bid because the bid is within the established tolerances, and there were no irregularities that would result in the bid being rejected.

Bid result was as follows:

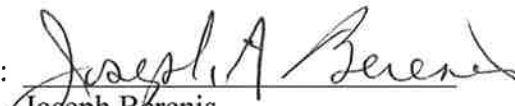
<u>Bidder</u>	<u>Bid Amount</u>
1. Atlantic Civil Constructors Corp.	\$412,105.68

The Engineer's Estimate for this project is \$492,558.28

The Engineer of Record for Project 599-411 has reviewed the low bid submitted by Atlantic Civil Constructors Corp., and determined that the low bid unit prices are not unbalanced.

The Procurement Department has evaluated the bids and has determined the bid from Atlantic Civil Constructors Corp., to be responsible and responsive to the bidding requirements. Award of the contract to Atlantic Civil Constructors Corp. in the amount of \$412,105.68 is recommended.

Reviewed by:


Joseph Berenis
Chief of Infrastructure

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
CFX HEADQUARTERS PARKING LOT LIGHTING AND RESURFACING
CONTRACT NO. 1197**

This Contract No. 001197 (the "Contract"), made this 13th day of October, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Atlantic Civil Constructors Corp., 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. 599-411, CFX Headquarters Parking Lot Lighting and Resurfacing, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 90 calendar days from Notice to Proceed. The Contract Amount is \$412,105.68. This Contract was awarded by the CFX Board of Directors at its meeting on October 13, 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: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

BID ANALYSIS
CFX HEADQUARTERS PARKING LOT LIGHTING AND RESURFACING
PROJECT NO. 599-411; CONTRACT NO. 001197
Bid Opening: September 23, 2016
Engineer's Estimate: \$492,558.28
1 Bidder

Atlantic Civil Constructors Corp.
Bid Amount: \$412,105.66

No Irregularities noted

RESULTS OF ANALYSIS: The apparent low bidder is Atlantic Civil Constructors Corp. The determination of being the lowest responsible bidder will depend on review of the bid by the EOR as unbalanced and within acceptable tolerance when compared to the Engineer's Estimate

Aneth Williams
September 26, 2016


CONSENT AGENDA ITEM

#35

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 3, 2016

RE: Approval of Contract Renewal with Quest Corporation of America, Inc.
for Public Information Services
Contract No. 000875

Board approval is requested for the second and final renewal of the referenced contract with Quest Corporation of America, Inc. in the amount of \$0.00 for a one year period beginning November 28, 2016 and ending November 27, 2017. The original contract was three years with two one-year renewals.

Original Contract Amount	\$833,805.20
Supplemental Agreement No. 1	\$ 0.00
First Renewal	\$ 28,585.40
Second Renewal	<u>0.00</u>
Total	\$862,390.60

The service to be provided by Quest Corporation of America, Inc. under this renewal is to perform Public Information Services for CFX.

This contract is a component of projects budgeted for in the Five-Year Work Plan.

Reviewed by: 
Michelle Maikisch
Chief of Staff/Public Affairs Officer

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000875

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of October 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Quest Corporation of America, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated November 28, 2012, with a Notice to Proceed date of November 28, 2012, whereby CFX retained Contractor to provide Public Information Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to the second renewal of said Original Agreement **beginning the 28th day of November 2016, and ending the 27th day of November 2017, with no increase in the Contract amount.**

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending November 27, 2016, Contractor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending November 27, 2016.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

QUEST CORPORATION OF AMERICA, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

5 NOV '15 PM 1:02

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000875

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 28th day of October 2015, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Quest Corporation of America, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, CFX and Contractor entered into a Contract Agreement (the "Original Agreement") dated November 28, 2012, with a Notice to Proceed date of November 28, 2012, whereby CFX retained Contractor to provide Public Information Services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to the first renewal of said Original Agreement beginning the 28th day of November 2015, and ending the 27th day of November 2016, for no increase in the Contract amount.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending November 27, 2015, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending November 27, 2015.

All terms and conditions of said Original Agreement and any supplements, amendments and renewals thereof 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.

QUEST CORPORATION OF AMERICA, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: *Diane Huckney*
Authorized Signature

BY: *Carole Auld*
Director of Procurement

Print Name: *Diane Huckney*
Title: *SR Vice President*

ATTEST: *Lori Morgan*
Secretary or Notary



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Public Information Services

Contract No: 000875

This Supplemental Agreement No. 1 entered into this 11th day of February, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and QUEST CORPORATION OF AMERICA, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 28, 2012, for public information services, (the Contract").

1. The Authority desires to add new classifications, billing rates and manhours to the Contract as follows:

Sr. Project Specialist	\$201.15/hour x 120 hours	= \$24,138.00
Engineering Support Specialist	\$73.96/hour x 25 hours	= \$ 1,849.00
Sr. Administrative Specialist	\$64.96/hour x 40 hours	= <u>\$ 2,598.40</u>
		\$28,585.40

2. The Contractor hereby agrees to the new classifications, billing rates and manhours and to the additional Contract amount of \$28,585.40 which brings the total Contract amount to \$862,390.60 with no increase in the term of the Contract.
3. The Authority and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.
4. This Supplemental Agreement No. 1 is necessary to add to new classifications and billing rates to the Contract for additional services all as detailed in Exhibit A.

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SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Public Information Services

Contract No.: 000875

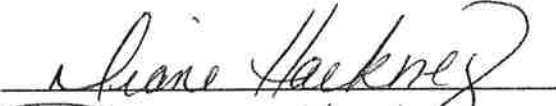
Cost of additional services: \$28,585.40

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

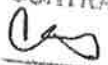
QUEST CORPORATION OF AMERICA, INC.

By: 
Diane Hackney
Print Name

Title: Vice President

Witness: 

Date: 2-27-13

RECEIVED
CONTRACTS DEPT
 3/4/13
SIGNATURE / DATE

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
QUEST CORPORATION OF AMERICA, INC.**

PUBLIC INFORMATION SERVICES

CONTRACT NO. 000875

**CONTRACT DATE: NOVEMBER 28, 2012
CONTRACT AMOUNT: \$833,805.20**



**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
PUBLIC INFORMATION SERVICES**

CONTRACT NO. 000875

November 2012

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
Tanya J. Wilder, Member**

Executive Director

Max Crumit, P.E.

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METHOD OF COMPENSATION	MC-1 to MC-2
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PRICE PROPOSAL	PP-1 to PP-3

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 28th day of November, 2012, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and QUEST CORPORATION OF AMERICA, INC., 1800 Pembroke Drive, Suite 374, Orlando, Florida 32810, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform public information services and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000875; and,

WHEREAS, on or about September 30, 2012, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

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

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of 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 public information services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONTRACTOR, and
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 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 CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or

(v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

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

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

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

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$833,805.20

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

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

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

5. **MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

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

6. **CONTRACTOR INSURANCE**

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

6.1 **Commercial General Liability Insurance** having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer

waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

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

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

8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

8.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

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

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

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

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

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

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

11. 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"). CONTRACTOR, 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.

CONTRACTOR, 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. CONTRACTOR, 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 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:

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

11.2 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 AUTHORITY 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**

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

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR 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. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY 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:

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, CONTRACTOR, or a third party; or

11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR 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 CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. 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.

15. SUBLETTING AND ASSIGNMENT

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

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or

aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

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

20. RELATIONSHIPS

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

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

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

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 CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations,

representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

22.4 Obligations upon expiration or termination of the Contract; and

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

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

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 November 28, 2012.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Claude Miller*
Director of Procurement

Print Name: *Claude Miller*

QUEST CORPORATION OF AMERICA, INC.

By: *Diane Hackney*

Print Name: *Diane Hackney*

Vice President
Title

ATTEST: *Rhonda Kaeser*



Approved as to form and execution, only.

Joseph A. Cassatone
General Counsel for the AUTHORITY

**SCOPE OF SERVICES
PUBLIC INFORMATION SERVICES
CONTRACT NO. 000875**

1.0 GENERAL

This Scope of Services is a general guide and is not intended to be a complete list of all work and materials necessary to provide services. It contains work tasks believed necessary for public information services for projects included in the 5-year work plan, excluding Wekiva Parkway projects, as approved at the time of proposal and including any subsequent updates that occur during the course of the contract period that meets the Authority's needs. For the Public Information Officer assigned full time to the project, the Authority will provide a desktop computer, printer and general office supplies. The Contractor shall provide a laptop.

2.0 CONTRACTOR SERVICES

2.1 The Contractor shall provide qualified professional, technical and support personnel to perform the work and provide the expertise and resources required by the Authority. The Contractor shall work closely with Authority staff in providing the services included in this Scope of Services, as directed by the Authority. The Authority, at its option, may elect to expand, reduce or delete the extent of the work described herein. All work performed by the Contractor shall be specifically authorized and approved in advance by the Authority. The Contractor may, at the Authority's sole discretion, be required to pay incidental expenses associated with the services below and be reimbursed by the Authority at actual cost.

2.2 Public Involvement

2.2.1 Public involvement includes communicating to and receiving information from all interested persons, groups and government organizations information regarding the development of the project. The Contractor shall coordinate and perform the appropriate level of public involvement for projects identified by the Authority.

2.2.2 The Contractor shall provide the Authority drafts of all Public Involvement collateral (i.e., newsletters, property owner letters, advertisements, etc.) associated with the following tasks for review and approval at least five (5) business days prior to printing and/or distribution.

2.2.3 In addition to public involvement data collection, the Contractor shall assist the Authority in preparing responses to any public inquiries as a result of the public involvement process. The Contractor shall keep detailed records of all contact with the public on behalf of the Authority. These records shall include details of all phone calls,

emails and visits with the public on behalf of the Authority. A summary of contacts shall be made available to the Authority on a weekly basis or as requested.

2.2.4 At the beginning of a project, the Contractor shall prepare the Advance Notification and transmittal letter as per Part 1, Chapter 2 of the PD&E Manual for the DEMO Manager / Engineer to submit to the State Clearing House.

2.2.5 The Contractor shall provide all support necessary for the Authority to hold or participate in various public meetings. For any of public meetings, the Contractor shall prepare and/or provide:

- Scripts or agenda for presentation.
- Handouts
- Graphics for presentation.
- Meeting equipment set-up and tear-down.
- Legal and/or display advertisements.
- Letters for notification of elected and appointed officials, property owners and other interested parties.
- News releases, for use three to five days prior to meeting.
- Summary notes of meetings to be provided to the Authority no later than 5 business days after the meeting.
- Briefing and debriefing of Authority staff.

2.2.6 The Contractor shall investigate potential meeting sites to advise the Authority on their suitability.

2.2.7 The Contractor shall attend the meetings with an appropriate number of personnel to assist the Authority's Project Manager.

2.2.8 In addition to scheduled public meetings, the Contractor may, at the Authority's sole discretion, be required to participate in unscheduled meetings with the public, elected officials, or public agencies. The Contractor's participation may include participation during the meeting, note taking, and summarizing the meeting in a memo to the file.

2.3 Public Hearings

2.3.1 The Contractor shall follow guidelines set forth by the Florida Department of Transportation's Public Involvement Handbook as it pertains to the requirements for Public Hearings including the following:

2.3.2 Public officials and Agency letters. The Contractor shall prepare the letters, insert them in envelopes, and address the envelopes.

2.3.3 Property owner letters. The Contractor shall provide marked tax maps of the project alternatives and identify the names and addresses of the property owners from county tax rolls.

2.3.4 The Contractor shall provide the following items for public hearings:

- All elements of the multi-media presentation.
- Graphics.
- Displays of plans and report(s) for the public display.
- Brochures or handouts.
- Prepare public advertisements.
- Court Reporter.
- Briefing and debriefing of Authority staff.

2.3.5 The Contractor shall procure a verbatim transcript of the Public Hearing. The Contractor shall combine the transcript with any letters received by the Authority as part of the public hearing record, affidavits of publication of legal ads and shall provide copies of the transcript for the Authority's use. The Contractor shall also prepare a Public Hearing Summary and Transcript if the project will be processed as a Categorical Exclusion.

2.4 Public Information

2.4.1 The Contractor shall coordinate, or directly respond to, inquiries from the public as appropriate.

2.4.2 The Contractor shall respond to calls to the Authority's public information cell phone hotlines within one hour of receipt, or the morning of the next business day if received after hours or on the weekend. Authority will provide the phones and service.

2.4.3 The Contractor shall work directly with the Authority's Communications office to identify and execute community outreach opportunities related to projects included in the 5-year work plan. This may include meetings and/or presentations with Homeowners'

Associations, PTO's, local government or community organizations, businesses or other groups as identified.

2.5 Special Public Involvement Requirements

2.5.1 Project Factsheets and Flyers-- The Contractor is required to produce factsheets for each project and project flyers as needed, at the request of the Authority.

2.5.2 Media- Responsible for all press releases to media (TV, radio, newspapers) regarding any forthcoming lane closures, traffic detours, etc.

2.5.3 The Contractor shall submit updates to the Authority's website as appropriate.

2.5.4 The Contractor shall prepare a Public Involvement Report based on discussions with the Authority as to form, content and frequency.

2.5.5 The Contractor shall provide the Communications Office manager regular project updates to provide to elected officials.

2.5.6 The Contractor shall track and coordinate any project related damage claims.

2.5.7 The Contractor shall prepare a Public Involvement Plan/Community Awareness Plan for each project at a minimum of 6 weeks prior to the start of construction.

2.5.8 The Contractor shall attend project progress meetings.

2.5.9 The Contractor shall take meeting notes as necessary.

2.6 Quality Control

The Contractor shall provide a detailed plan of quality control measures to be implemented in this contract.

3.0 ADDITIONAL SERVICES

Additional services may be assigned to the Contractor in accordance with this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

**METHOD OF COMPENSATION
PUBLIC INFORMATION SERVICES
CONTRACT NO. 000875**

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, and in accordance with the Price Proposal, the Contractor will be paid up to the total not-to-exceed amount of \$833,805.20 for the three (3) year term of the Contract.

3.0 METHOD OF COMPENSATION

- 3.1 The Authority has a Purchasing Card Program (PCP) and an EFT wire transfer system in addition to the normal checking process. The Contractor may select at his convenience the appropriate method of payment and coordinate with the Contract Department the payment of their invoices. The Authority highly recommends the use of the PCP or the EFT method for the payment of invoices.
- 3.2 Payment for work completed by the Contractor and accepted by the Authority 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 shall be performed until written authorization is given, or forwarded via email, to the Contractor by the Authority.
- 3.3 The Contractor shall promptly pay all subcontractors their proportionate share of payment received from the Authority.
- 3.4 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 Contractor promptly when the work is subsequently satisfactorily performed.

4.0 PROJECT CLOSEOUT

4.1 FINAL AUDIT

The Contractor shall permit the Authority to perform, or have performed, a final audit of the records of the Contractor and any or all of its 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 properly disallowed by the Authority because of accounting errors or charges not in conformity with the Contract, the Contractor 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 Contractor an amount sufficient to satisfy any amount due and owing the Authority by the Contractor under the Contract. Final payment to the Contract will be adjusted for audit results.

END OF SECTION


CONSENT AGENDA ITEM

#36

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

DATE: October 3, 2016

RE: Approval of Contract Renewal and Subconsultant with Day Communications, Inc.
for Communications and Marketing Consultant Services
Contract No. 001002

Board approval is requested for the first renewal of the referenced contract with Day Communications, Inc. in the amount of \$0.00 for a one year period beginning December 30, 2016 and ending December 29, 2017. The original contract was three years with two one-year renewals.

Original Contract Amount	\$ 987,625.00
Supplemental Agreement No. 1	\$ 987,625.00
First Renewal	\$ 0.00
Total	\$1,975,250.00

The service to be provided by Day Communications, Inc. under this renewal is to provide communications and marketing support.

Day Communications has requested approval to use Doverwood Communications, Inc., to provide social media competitive analysis, strategy and implementation of College E-PASS social media campaign.

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

Reviewed by: 
Michelle Maikisch
Chief of Staff/Public Affairs Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Day Communications, Inc. Date: 8/1/2016

CFX Contract Name: Communications and Marketing Consultant Services. 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: Doverwood Communications, Inc.

Address: 1026 Dunraven Drive, Winter Park, FL 32789

Phone No.: 321-945-4208

Federal Employee ID No.: FEI/EIN # 20-3227402

Description of Services to Be Sublet:

Social media strategy, content development, tracking, digital advertising, digital buying/tracking of social media campaigns

Estimated Beginning Date of Sublet Services: 8/1/2016

Estimated Completion Date of Sublet Services: _____

Estimated Value of Sublet Services*: \$greater than 25,000


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 of Consultant Representative)

President
Title

Recommended by:  _____ Date: 10/5/16
(Signature of Appropriate CFX Director/Manager)

Approved by:  _____ Date: 10/5/16
(Signature of Appropriate CFX Division Chief)

Attach Subconsultant's Certificate of Insurance to this Request.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001002**

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 13th day of October, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Day Communications, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated December 12, 2013, with a Notice to Proceed date of December 20, 2013, whereby CFX retained the Contractor to provide communications and marketing services; and

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

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Contractor agree to a first renewal of said Original Agreement beginning the 30th day of December, 2016 and ending the 29th day of December, 2017 with no increase in the Contract amount.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the first Contract renewal ending December 29, 2016, the Contractor shall execute a "Certificate of Completion of the first Contract Renewal and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the first renewal of the Contract ending December 29, 2016.

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

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

DAY COMMUNICATIONS, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

Legal Approval as to Form

General Counsel for CFX

L:\2016\16-001002

**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,

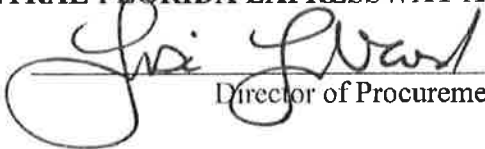
WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract dated December 12, 2013;

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.

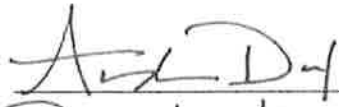
CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the 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: President

Attest: _____ (Seal)

Approved as to form and execution, only.


General Counsel for CFX



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)

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

WWW.CFXWAY.COM



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

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

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

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.

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
DAY COMMUNICATIONS, INC.**

**COMMUNICATIONS AND MARKETING
CONSULTANT SERVICES**

CONTRACT NO. 001002

**CONTRACT DATE: DECEMBER 12, 2013
CONTRACT AMOUNT: \$987,625.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
TECHNICAL PROPOSAL, PRICE PROPOSAL**

FOR

COMMUNICATIONS AND MARKETING CONSULTANT SERVICES

CONTRACT NO. 001002

December 2013

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Marco Peña, Board Member**

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CONTRACT

This Contract No. 001002 (the "Contract" as defined herein below), is made this 12th day of December, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and DAY COMMUNICATIONS, INC., 501 South New York Avenue, Suite 200, Winter Park, Florida 32789, hereinafter the CONSULTANT:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to perform communications and marketing services and related tasks as may be assigned to the CONSULTANT by the AUTHORITY and identified as Contract No. 001002; and,

WHEREAS, on or about October 13, 2013, the AUTHORITY issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

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

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

1. SERVICES TO BE PROVIDED

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

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

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Price Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

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

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

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

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

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

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$987,625.00.

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

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

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

6.1 Commercial General Liability Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

6.2 Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer

waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

7. CONSULTANT RESPONSIBILITY

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

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

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

8.2 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

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

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

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

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

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including

without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

11.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

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

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

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

15. SUBLETTING AND ASSIGNMENT

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONSULTANT to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed

twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

18. OTHER SEVERABILITY

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

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

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

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

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

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

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations,

representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

22. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

22.4 Obligations upon expiration or termination of the Contract; and

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

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on December 12, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

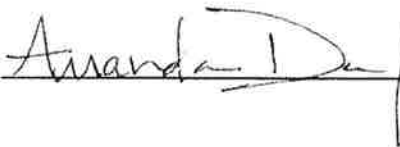
By: 
Director of Procurement

Print Name: Claude Miller

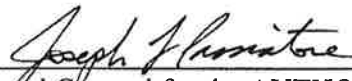
DAY COMMUNICATIONS, INC.

By: 

Print Name: Amanda Day
President
Title

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for the AUTHORITY

**SCOPE OF SERVICES
COMMUNICATION AND MARKETING CONSULTANT SERVICES**

1.0 DESCRIPTION

1.1 The Orlando-Orange County Expressway Authority (Authority) requires the services of a Communications and Marketing Consultant (Consultant) to provide innovative communication and marketing services which will enhance the operations and image of the Authority. Specific areas of services required consist of, but are not necessarily limited to, communication planning and implementation, marketing services, advertising services, public relations support, preparation of print materials, preparation of audio, video and slide presentations, and project planning, coordination and implementation.

1.2 The Authority has established the following goals and objectives for its communication and marketing program including:

- Increase public awareness of Authority programs
- Communicate the benefits of using the Authority system
- Increase use of the Authority system
- Reach out to local communities with information about Authority programs and services
- Increase communication and outreach to minority communities
- Manage ongoing market research to determine customer profile, needs, and expectations
- Manage the Authority's image campaign for Authority programs and services
- Develop and coordinate buys for television, radio, print, billboard, and other materials typical to a comprehensive long term communication and marketing program
- Increase the Authority's reach through social media platforms

Anticipated projects include, but are not limited to, the following:

- PSA Campaigns such as Designate a Texter
- Electronic Transponder Marketing
- Centralized Customer Service Center Initiative
- Customer Appreciation Program
- Customer Opinion Surveys

The Consultant shall make available the personnel, facilities, supplies, materials and resources necessary to enable the Authority to achieve its communication and marketing goals. The Consultant shall work closely with Authority staff in providing the support

services included in this project scope as directed by the Authority. The Consultant shall be responsible to ensure that sufficient staff or other resources are available to service multiple projects in progress concurrently.

- 1.3 The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other consultants or Authority staff.

2.0 CONSULTANT SERVICES

- 2.1 The Consultant shall provide qualified professional, technical and support personnel to perform the work and provide the technical expertise and resources required by the Authority to support the Authority's communication and marketing program. The Authority, at its option, may elect to expand, reduce or delete the extent of the work described herein. As used in the context of this Scope of Services, support shall be defined to include advising, informing, suggesting, evaluating, reviewing, recommending and planning the entire range of activities associated with communication and marketing. All work subcontracted by the Consultant shall be specifically authorized and approved in advance by the Authority.

- 2.2 Specific responsibilities of the Consultant shall include, but are not necessarily limited to: developing marketing plans; developing and producing display ads; developing and producing radio commercials; coordinating remote radio events; buying radio time; developing direct mail concepts; coordinating direct mailings; developing video concepts, writing scripts and producing videos; developing and producing computer generated and/or slide presentations; writing news articles for various publications; developing social media strategy; and providing photographic services.

3.0 SPECIAL TASKS ALLOWANCE

Special tasks may be assigned to the Consultant in accordance with the Contract and this Scope of Services. No special tasks shall begin without prior written authorization to the Consultant to perform the work.

4.0 COMPENSATION

Compensation to the Consultant will be made in accordance with the Method of Compensation. The Consultant shall pay all applicable sales tax charged by outside vendors/ subconsultants for goods/services purchased by the Consultant in the performance of its responsibilities under the Contract. Any such sales tax paid by the Consultant will be reimbursed by the Authority. However, the Authority is exempt from sales tax billed directly to the Authority.

5.0 TERM OF CONTRACT AND RENEWAL OPTIONS

Work shall commence upon issuance of the written Notice to Proceed from the Authority's Director of Public Affairs and Communication. The term and renewals options shall be as specified in the Contract.

END OF SCOPE OF SERVICES

**METHOD OF COMPENSATION
COMMUNICATIONS AND MARKETING CONSULTANT SERVICES
CONTRACT NO. 001002**

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Consultant for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detained in the Scope of Services, the Consultant will be paid up to a total not-to-exceed amount of \$987,625.00 for a three (3) year term. The total amount shall consist of an amount for labor of \$387,625.00 and an Allowance for Printing, Expenses and Media Buys of \$600,000.00. Consultant shall provide detailed estimates at the onset of each assignment. All expenditures from the Allowance will require specific authorization by the Authority before any costs are incurred by the Consultant and paid by the Authority. Subcontractor fees for printing and expenses as authorized by the Authority, will be passed through the Consultant at cost. Authorized media buys will also be paid for from the Allowance and passed through the Consultant at cost with no additional fees (percentage of buy) included.

3.0 METHOD OF COMPENSATION

- 3.1 In general, payment will be made to the Consultant not more than once monthly unless otherwise agreed to by the Authority prior to the start of an authorized work assignment. The Consultant shall prepare and submit an invoice to the Authority in a format acceptable to the Authority. The invoice shall be submitted in duplicate. The Consultant shall have a documented invoice procedure.
- 3.2 The Authority has a Purchasing Card Program (PCP) and an EFT wire transfer system in addition to the normal checking process. The Consultant may select at its convenience the appropriate method of payment and coordinate with the Authority the payment of the invoices. The Authority highly recommends the use of the PCP or the EFT method for the payment of invoices.
- 3.3 Payment for work completed by the Consultant and accepted by the Authority under the Allowance for Printing, Expenses and Media Buys will be made not more than once monthly unless otherwise agreed to by the Authority prior to the start of an authorized work assignment. No work paid for under the Allowance shall be performed until written authorization is given, or forwarded

via email, to the Consultant by the Authority. Any amounts remaining in the Allowance upon completion and acceptance of the project remain the property of the Authority and the Consultant acknowledges that it has no entitlement to the remaining funds.

- 3.4 The Consultant shall promptly pay all subcontractors their proportionate share of payment received from the Authority.
- 3.5 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payments previously withheld shall be released and paid to Consultant promptly when the work is subsequently satisfactorily performed.

4.0 PROJECT CLOSEOUT

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

END OF SECTION


CONSENT AGENDA ITEM

#37

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams 
Director of Procurement

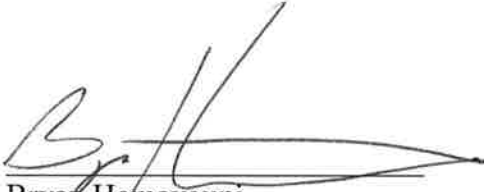
DATE: September 12, 2016


RE: Approval of Assignment and Assumption of Contractual Obligations
Between Schneider Electric Mobility NA, Inc. and Kapsch TrafficCom
Transportation NA, Inc.

Board approval is requested to enter into an Assignment and Assumption of Contractual Obligations Between Schneider Electric Mobility NA, Inc. and Kapsch TrafficCom Transportation NA, Inc. and CFX.

Schneider Electric Mobility NA, Inc., is now a wholly owned subsidiary of Kapsch TrafficCom Transportation NA, Inc. and all employees of Schneider Electric Mobility NA, Inc. are employees of Kapsch TrafficCom Transportation NA, Inc. CFX has a current contract with Schneider Electric Mobility NA, Inc. for Maintenance of ITS Infrastructure (Contract No. 001113).

The Agreement does not alter the terms of the original contract. Approval is recommended in order to administer the balance of the contract.

Reviewed by: 
Bryan Homayouni
Manager of Traffic Operations



**ASSIGNMENT AND ASSUMPTION
OF
CONTRACTUAL OBLIGATIONS**

WHEREAS, on September 10, 2015, the Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as the "CFX", and Schneider Electric Mobility NA, Inc., a Michigan Corporation ("the Contractor"), entered into an Agreement, ("the Agreement") whereby the Contractor would provide certain services specifically, maintenance services for CFX's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on April 11, 2016 Kapsch TrafficCom Transportation NA, Inc. has completed the acquisition of Schneider Electric Mobility NA, Inc., the Contractor. **WHEREAS**, such change necessitates an assignment and assumption of contractual obligations from the Contractor to Kapsch TrafficCom Transportation NA, Inc. ("the Assignee");

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Contractor does hereby transfer and assign to the Assignee all of the Contractor's right, title and interest in and to the Agreement, and Assignee does hereby accept such assignment and does hereby assume all rights and obligations under the Agreement and does agree to be bound thereby.

IN WITNESS WHEREOF, the Contractor and Assignee have caused these presents to be executed by their duly authorized officers this _____ day of _____, 2016.

(Seal) CONTRACTOR: _____

ATTEST: BY _____
Signature

Name and Title

(Seal) ASSIGNEE: _____

ATTEST: BY _____
Signature

Name and Title

CONSENT TO ABOVE AND FOREGOING ASSIGNMENT
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY _____
Signature

Aneth Williams, Director of Procurement

Date

REVIEWED AND APPROVED
BY CFX LEGAL

Joseph J. Lassiter

9/20/16

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Bryan Homayouni
Manager of Traffic Operations

August 29, 2016

**Re: Kapsch Acquisition of Schneider Electric Transportation
Kapsch TrafficCom Transportation NA, Inc. (f/k/a Schneider Electric Mobility NA, Inc.)**

Dear Sirs,

We are pleased to inform you that as reported by the Press Release of April 4, 2016 Kapsch TrafficCom AG has completed the acquisition of the world-wide Transportation division of Schneider Electric.

https://www.kapsch.net/ktc/investor_relations/announcements/pressreleases/ktc_160404_pr

Subsequent to this acquisition, as of April 11, 2016 the name of Schneider Electric Mobility NA, Inc. has been changed in its State of Incorporation (Michigan) to Kapsch TrafficCom Transportation NA, Inc. (the "Company") maintaining the same FEIN #20-5601437. Copies of the Amendment to the Article of Incorporation are attached, along with the new W-9 for the Company. Please amend your records accordingly for Contract No. 001113.

This acquisition does not involve any change on the employees working for Kapsch TrafficCom Transportation NA, Inc. nor does it involve any change to the existing principle offices and operations of the US based ITS and Tolling transportation groups.

If you have any legal questions regarding this notice, please contact Deborah A. Wiebe, Legal Counsel, at deborah.wiebe@kapsch.net or 713.689.9235. For all other questions please contact <VP name and contact info>.

Sincerely,
Kapsch TrafficCom Transportation NA, Inc.



Deborah A. Wiebe
Legal Counsel, Assistant Corporate Secretary

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

APR 11 2016

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

APR 11 2016

**ADMINISTRATOR
CORPORATIONS DIVISION**

EFFECTIVE DATE:

Name

Goldberg Kohn Ltd.

Address

55 E. Monroe Street, Suite 3300

City

State

ZIP Code

Chicago, IL 60603

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

SCHNEIDER ELECTRIC MOBILITY NA, INC.

2. The identification number assigned by the Bureau is:

00015W

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:

The name of the Corporation is Kapsch TrafficCom Transportation NA, Inc.

Article IV of the Articles of Incorporation is hereby amended to read as follows:

The address of the registered office is: 30600 Telegraph Road, Suite 2345, Bingham Farms, MI 48025-5720

The name of the registered agent at the registered office is: The Corporation Company

COMPLETE ONLY ONE OF THE FOLLOWING:

4. Profit or Nonprofit Corporations: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. Profit Corporation Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation proposed by the board was duly adopted on the _____ 7th _____ day of _____ April _____, 2016, by the: (check one of the following)

- shareholders at a meeting in accordance with Section 611(3) of the Act.
- written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the shareholders entitled to vote in accordance with Section 407(2) of the Act.
- board of a profit corporation pursuant to Section 611(2) of the Act.

Profit Corporations and Professional Service Corporations

Signed this 7th day of April, 2016

By _____
(Signature of an authorized officer or agent)

Michael Hofer

Gerhard Plaschka

(Type or Print Name)

State of Florida

Department of State

I certify from the records of this office that KAPSCH TRAFFICCOM TRANSPORTATION NA, INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on September 13, 2011.

The document number of this corporation is F11000003672.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 25, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of April,
2016*



Ken DeFoner
Secretary of State

Tracking Number: CU9325145192

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kapsch TrafficCom Transportation NA, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 1390 Piccard Drive, Suite 200		Requester's name and address (optional)
	6 City, state, and ZIP code Rockville, Maryland 20850		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	5	6	0	1	4	3	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/1/2014
------------------	----------------------------	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc., Multinational Incoming Unit a service of Seabury and Smith, Inc. 9830 Colonnade Boulevard, Suite 400 PO Box 659520 San Antonio, TX 78265-9520	CONTACT NAME: PHONE (A/C No. Ext): 210-691-4100 E-MAIL ADDRESS: FAX (A/C No.): 210-737-3584													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: FEDERAL INSURANCE CO</td> <td>20281</td> </tr> <tr> <td>INSURER B: CHUBB INS CO OF CANADA</td> <td></td> </tr> <tr> <td>INSURER C: ACE American Insurance Co</td> <td>22667</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FEDERAL INSURANCE CO	20281	INSURER B: CHUBB INS CO OF CANADA		INSURER C: ACE American Insurance Co	22667	INSURER D:		INSURER E:		INSURER F:
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INSURER C: ACE American Insurance Co	22667													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Kapsch TrafficCom Transportation NA, Inc 8201 Greensboro Drive McLean, VA 22102														

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			99491674	04/01/2016	11/30/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			73565101	04/01/2016	11/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79872350	04/01/2016	11/30/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71751328	04/01/2016	11/30/2016	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional E & O			EONG25590144003 Claims Made Retro Date 06/01/11	04/01/2016	11/30/2016	Limit 5,000,000 Aggregate 5,000,000 Retention 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Liability policy #79872350 with Chubb Insurance Company of Canada was placed by Marsh Canada Limited. Seabury & Smith, Inc. has only acted in the role of a consultant to the client with respect to this placement which is placed here for your convenience.

Central Florida Expressway Authority is included as Additional Insured on the General Liability, Auto Liability and Umbrella Liability policies as required by written contract.

Waiver of Subrogation is in favor of Central Florida Expressway Authority on the General Liability, Auto Liability and Umbrella Liability policies as required by written contract.

CERTIFICATE HOLDER Central Florida Expressway Authority 4974 Olr Tower Road Orlando, FL 32807	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bonnie Drzymala</i>
---	--

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
SCHNEIDER ELECTRIC MOBILITY NA, INC.**

MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 001113

CONTRACT DATE: SEPTEMBER 10, 2015

CONTRACT AMOUNT: \$2,243,699.54

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, TECHNICAL PROPOSAL, PRICE
PROPOSAL, PERFORMANCE BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL
PROPOSAL, PRICE PROPOSAL, PERFORMANCE BOND, AND FORMS**

CONTRACT NO. 001113

SEPTEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

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

Executive Director

Laura Kelley

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Price Proposal	PP-1 to PP-7
Technical Proposal	TP-1 to TP-64
Vehicle Registration Form	VR-1 to VR-2
Performance Bond	PB-1 to PB-4

Attached compact disk contains the following and are incorporated herein

Appendices to Scope of Services

- Appendix A – Line Monitoring System Map
- Appendix B – CCTV Locations
- Appendix C – DCS Locations
- Appendix D – TMS Map
- Appendix E – DMS Map
- Appendix F – Wrong Way Driving System Map
- Appendix G – Current Technical Special Provisions
- Appendix H – Authority Furnished Spare Parts
- Appendix I – Contractor Security Policy and Guidelines Handbook
- Appendix J – Daily Device Checklist - Electronic
- Appendix K – Work Order Template
- Appendix L – Stand Alone Test Procedure

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 10th day of September, 2015, between the CENTRAL FLORIDA AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and SCHNEIDER ELECTRIC MOBILITY NA, INC., hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY; and,

WHEREAS, on or about June 29, 2015, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

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

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of 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 complete maintenance services for the AUTHORITY's ITS infrastructure and systems including, Closed Circuit television (CCTV) cameras, data collection sensors, dynamic message signs, fiber optic cable, and all electronic system components associated with the ITS devices as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONTRACTOR, and
- 1.5 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be two (2) years from the date first written above. There shall be three (3) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial two-year Contract Term and any subsequent renewal.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

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

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

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

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the two-year Contract term is \$2,243,699.54.

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

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services 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 AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR'S invoices, and shall be in a form reasonably acceptable to AUTHORITY.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

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

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis;

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

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

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

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

(iii) members of the public who may be traveling through the plazas and their vehicles.

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

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'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, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify

AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

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

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly 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 the AUTHORITY. When the AUTHORITY 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 AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, 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 AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

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

9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

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

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

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

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

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation

CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

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

12. 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"). CONTRACTOR, 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.

CONTRACTOR, 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. CONTRACTOR, 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 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 AUTHORITY all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the 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. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY 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 AUTHORITY, CONTRACTOR, or a third party; **or**

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

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

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

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 the AUTHORITY 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

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY 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 AUTHORITY 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 AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY 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 AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates

of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY 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 the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including,

but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY'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 AUTHORITY, failing which AUTHORITY 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 AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) 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 AUTHORITY 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 AUTHORITY 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 AUTHORITY, and AUTHORITY 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, AUTHORITY and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY 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 AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

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

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

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 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.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where 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.

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

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

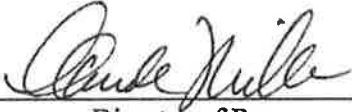
27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to AUTHORITY a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

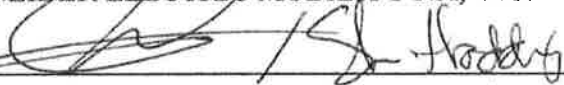
IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on September 10, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

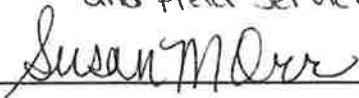
Print Name: Claude Miller

SCHNEIDER ELECTRIC MOBILITY NA, INC.

By: 

Print Name: Alfredo Escriba Gallego / Steve Haddix

Title: President / Vice President, Professional and Field Services

ATTEST:  (Seal)

Approved as to form and execution, only.


General Counsel for the AUTHORITY

E.2.


Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: September 23, 2016 

RE: August 2016 Financial Reports

Attached please find the August 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 AUGUST 31, 2016 AND YEAR-TO-DATE**

	<u>FY 17 MONTH ACTUAL</u>	<u>FY 17 MONTH BUDGET</u>	<u>FY 17 YEAR-TO-DATE ACTUAL</u>	<u>FY 17 YEAR-TO-DATE BUDGET</u>	<u>FY 17 YEAR-TO-DATE VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>	<u>FY 16 - 17 YEAR-TO-DATE COMPARISON</u>
REVENUES							
TOLLS	\$ 33,038,596	\$ 30,285,905	\$ 65,623,691	\$ 60,673,625	\$ 4,950,066	8.2%	10.3%
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,411,436	860,217	2,784,614	1,564,945	1,219,670	77.9%	48.7%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	503,654	420,673	832,704	669,776	162,927	24.3%	-4.9%
TRANSPONDER SALES	18,181	40,731	36,219	81,461	(45,243)	-55.5%	348.2%
OTHER OPERATING	102,518	110,052	141,976	132,226	9,750	7.4%	-12.6%
INTEREST	419,182	463,002	872,701	666,875	205,826	30.9%	149.4%
MISCELLANEOUS	82,832	82,624	178,932	177,817	1,115	0.6%	4.5%
TOTAL REVENUES	35,576,398	32,263,202	70,470,836	63,966,725	6,504,112	10.2%	12.0%
O M & A EXPENSES							
OPERATIONS	2,888,223	2,740,007	4,530,008	4,424,544	(105,463)	-2.4%	8.1%
MAINTENANCE	876,505	824,530	997,104	971,120	(25,984)	-2.7%	32.1%
ADMINISTRATION	459,442	583,093	839,755	1,023,590	183,836	18.0%	-7.6%
OTHER OPERATING	583,605	667,250	583,605	667,250	83,645	12.5%	-
TOTAL O M & A EXPENSES	4,807,775	4,814,880	6,950,471	7,086,504	136,034	1.9%	18.7%
NET REVENUES BEFORE DEBT SERVICE	30,768,623	27,448,322	63,520,366	56,880,220	6,640,145	11.7%	11.3%
COMBINED NET DEBT SERVICE	14,348,698	14,400,217	28,592,308	28,800,436	208,129	0.7%	20.6%
NET REVENUES AFTER DEBT SERVICE	\$ 16,419,925	\$ 13,048,105	\$ 34,928,058	\$ 28,079,784	\$ 6,848,274	24.4%	4.6%

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

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2017
FOR THE MONTH ENDING AUGUST 31, 2016 AND YEAR-TO-DATE**

	<u>FY 2017 ACTUAL</u>	<u>FY 2017 BUDGET</u>	<u>VARIANCE</u>	<u>FY 17 YEAR-TO-DATE % VARIANCE</u>
Operations	\$ 4,530,008	\$ 4,424,544	\$ (105,463)	-2.4%
Maintenance	997,104	971,120	(25,984)	-2.7%
Administration	839,755	1,023,590	183,836	18.0%
Other Operating	<u>583,605</u>	<u>667,250</u>	<u>83,645</u>	<u>12.5%</u>
Total O M & A	\$ 6,950,471	\$ 7,086,504	\$ 136,034	1.9%
 Capital Expenditures				
Operations	\$ -	\$ 14,035	14,035	100.0%
Maintenance	-	833	833	100.0%
Administration	<u>-</u>	<u>12,917</u>	<u>12,917</u>	<u>100.0%</u>
Total Capital Expenditures	\$ -	\$ 27,785	\$ 27,785	100.0%

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**Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Two Months Ending August 31, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	74,407	82,422	8,014	9.72%
Image Review	344,116	403,352	59,236	14.69%
Special Projects	23,348	28,379	5,031	17.73%
Information Technology	317,661	391,948	74,286	18.95%
E-PASS Service Center	1,659,885	1,577,648	(82,237)	-5.21%
Public Outreach/Education	185,203	103,356	(81,847)	-79.19%
Subtotal OOCEA	<u>2,604,620</u>	<u>2,587,104</u>	<u>(17,516)</u>	<u>-0.68%</u>
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	144,037	139,194	(4,843)	-3.48%
Airport Plaza	0	0	0	0.00%
Dallas Plaza	101,079	101,039	(40)	-0.04%
East-West Expressway (SR 408)				
Dean Plaza	142,233	139,210	(3,023)	-2.17%
Conway Main Plaza	252,096	220,656	(31,440)	-14.25%
Pine Hills Plaza	164,349	160,508	(3,841)	-2.39%
Hiawassee Plaza	143,522	145,390	1,868	1.29%
Western Expressway (SR 429)				
Independence Plaza	126,943	126,548	(395)	-0.31%
Forest Lake Plaza	136,571	139,370	2,799	2.01%
Ponkan Plaza	0	0	0	0.00%
Greeneway Expressway (SR 417)				
University Plaza	128,816	128,244	(572)	-0.45%
Curry Ford Plaza	123,834	122,187	(1,648)	-1.35%
Boggy Creek Plaza	150,949	144,385	(6,564)	-4.55%
John Young Plaza	142,431	129,405	(13,027)	-10.07%
John Land Apopka (SR 414)				
Coral Hills Plaza	168,526	155,338	(13,188)	-8.49%
Subtotal Toll Facilities	<u>1,925,388</u>	<u>1,851,475</u>	<u>(73,913)</u>	<u>-3.99%</u>
Total Operations Expenses	<u><u>4,530,008</u></u>	<u><u>4,438,579</u></u>	<u><u>(91,429)</u></u>	<u><u>-2.06%</u></u>

**Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Two Months Ending August 31, 2016**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	201,908	224,150	22,241	9.92%
Expressway Operations	217,179	172,166	(45,013)	-26.15%
Routine Maintenance	578,016	575,638	(2,378)	-0.41%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	<u><u>997,104</u></u>	<u><u>971,953</u></u>	<u><u>(25,150)</u></u>	<u><u>-2.59%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING AUGUST 31, 2016 AND YEAR-TO-DATE**

	FY 17 YEAR-TO-DATE ACTUAL	FY 17 YEAR-TO-DATE BUDGET	FY 17 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 65,623,691	\$ 60,673,625	\$ 4,950,066	\$ 59,492,698	\$ 54,713,445	\$ 4,779,253	\$ 170,813
TOLLS COLLECTED VIA UTN'S AND PBP'S	2,784,614	1,564,945	1,219,670	1,872,698	1,190,626	682,072	537,598
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	832,704	669,776	162,927	875,561	669,916	205,645	(42,718)
TRANSPONDER SALES	36,219	81,461	(45,243)	8,080	9,632	(1,552)	(43,691)
OTHER OPERATING	141,976	132,226	9,750	162,394	257,541	(95,147)	104,897
INTEREST	872,701	666,875	205,826	349,921	330,261	19,660	186,166
MISCELLANEOUS	178,932	177,817	1,115	171,262	171,402	(140)	1,255
TOTAL REVENUES	70,470,836	63,966,725	6,504,112	62,932,614	57,342,823	5,589,791	914,321
O M & A EXPENSES							
OPERATIONS	4,530,008	4,424,544	(105,463)	4,190,515	5,125,318	934,803	(1,040,266)
MAINTENANCE	997,104	971,120	(25,984)	755,002	1,112,025	357,023	(383,007)
ADMINISTRATION	839,755	1,023,590	183,836	908,576	883,022	(25,554)	209,390
OTHER OPERATING	583,605	667,250	83,645	7	-	(7)	83,652
TOTAL O M & A EXPENSES	6,950,471	7,086,504	136,034	5,854,100	7,120,365	1,266,265	(1,130,231)
NET REVENUES BEFORE DEBT SERVICE	63,520,366	56,880,220	6,640,145	57,078,513	50,222,459	6,856,054	(215,909)
COMBINED NET DEBT SERVICE	28,592,308	28,800,436	208,129	23,699,948	23,820,555	(120,607)	328,736
NET REVENUES AFTER DEBT SERVICE	<u>\$ 34,928,058</u>	<u>\$ 28,079,784</u>	<u>\$ 6,848,274</u>	<u>\$ 33,378,565</u>	<u>\$ 26,401,904</u>	<u>\$ 6,976,661</u>	<u>\$ (128,387)</u>

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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 AUGUST 31, 2016 AND YEAR-TO-DATE**

	FY 17 MONTH ACTUAL	FY 16 MONTH ACTUAL	FY 16 - 17 SAME MONTH COMPARISON	FY 17 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE ACTUAL	FY 16 - 17 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 33,038,596	\$ 29,520,414	\$ 3,518,182	\$ 65,623,691	\$ 59,492,698	\$ 6,130,993
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,411,436	1,029,383	382,053	2,784,614	1,872,698	911,916
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	503,654	551,574	(47,920)	832,704	875,561	(42,857)
TRANSPONDER SALES	18,181	4,040	14,141	36,219	8,080	28,139
OTHER OPERATING	102,518	136,085	(33,567)	141,976	162,394	(20,418)
INTEREST	419,182	50,290	368,892	872,701	349,921	522,780
MISCELLANEOUS	82,832	79,984	2,848	178,932	171,262	7,670
TOTAL REVENUES	35,576,398	31,371,770	4,204,628	70,470,836	62,932,614	7,538,222
O M & A EXPENSES						
OPERATIONS	2,888,223	2,578,254	309,969	4,530,008	4,190,515	339,493
MAINTENANCE	876,505	607,490	269,015	997,104	755,002	242,102
ADMINISTRATION	459,442	509,460	(50,018)	839,755	908,576	(68,821)
OTHER OPERATING	583,605	7	583,598	583,605	7	583,598
TOTAL O M & A EXPENSES	4,807,775	3,695,211	1,112,564	6,950,471	5,854,100	1,096,371
NET REVENUES BEFORE DEBT SERVICE	30,768,623	27,676,559	3,092,064	63,520,366	57,078,513	6,441,853
COMBINED NET DEBT SERVICE	14,348,698	11,902,835	2,445,863	28,592,308	23,699,948	4,892,360
NET REVENUES AFTER DEBT SERVICE	<u>\$ 16,419,925</u>	<u>\$ 15,773,724</u>	<u>\$ 646,201</u>	<u>\$ 34,928,058</u>	<u>\$ 33,378,565</u>	<u>\$ 1,549,493</u>

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

E.3.

Executive Director's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executive Director Report October, 2016

PERFORMANCE DASHBOARD

The August Performance Dashboard is attached for your review. The two construction projects that are slightly behind schedule have shown improvement since last month.

SR 417 Resurfacing I-Drive to Moss Park Road

The SR 417 resurfacing project from I-Drive to Moss Park Road is catching up to their original schedule. The Contractor (Ranger Construction) has been making consistent progress on the resurfacing despite the rainy weather. Contract time for this project expires in February of 2017. Given Ranger's progress to date, past performance and expressed plan for project completion, staff is expecting this project to be completed within the contract time.

SR 408 / SR 417 Interchange

The SR 408/SR 417 Interchange project is also making progress on its schedule. This project had challenging subsurface conditions when they began constructing the deep bridge foundations.

A CFX presentation on Successes through Innovation in Customer Service, Management and Technology was shared at the 84th Annual International Bridge, Tunnel and Turnpike Association (IBTTA) in September.

The Central Florida Expressway Authority received an IBTTA Toll Excellence Award for our Wrong-Way Driving Program at their annual meeting.

The Wekiva Parkway project was once again highlighted in this month's Engineering News Record.

Moore Stephens Lovelace will complete their audit of the FY 2015/2016 Financial Statements this month. The audit will be presented to the Audit Committee in November and the Board in January.

Three firms have responded to the General Engineering Consultant request for proposals. Atkins, CH2M and Dewberry. The scoring and recommended selection will be brought to the Board for approval in November.

The background and history of the SR 408 Extension project is attached for your review.

The letter sent to Secretary Boxold to pay all of long term debt owed under the Lease Purchase agreement is attached.

The call center renovations are currently underway and will be complete by mid-November.

2016B Refunding Revenue Bonds were sold via negotiated sale on September 22, 2016 with Bank of America Merrill Lynch, JP Morgan and Wells Fargo as Co-Senior Managers and Bank of America Merrill Lynch as the book runner. We advanced refunded portions of the 2007A, 2010A 2010B and 2010C Bonds totaling \$627 million. We also renegotiated our 2010C Bonds which were issued in the form of a bank loan with SunTrust. Our total gross savings from the refunding and renegotiation is over \$103 million or \$74.4 million on a net present value basis, which is a little over 10% of the refunded and renegotiated par amount. During this process Moody's rating agency improved our outlook to positive from stable.

Hurricane Matthew tested our preparedness skills this past month. All staff and contractors did an outstanding job of keeping our customers safe.

COMMUNITY EVENTS/MEETINGS

CFX staff participated in the following events/meetings:

Lake Buena Vista Rotary, Presentation, 9/15

Kissimmee West Rotary, Presentation, 9/16

Winter Park Meridian Club, Presentation, 9/21

South Apopka Safe Neighborhood (Wekiva Parkway Presentation) - 9/22

West Orange Chamber Economic & Governmental Advocacy Committee, Presentation, 9/23

International Road Federation CFX ITS Tour, 9/27

Oviedo-Winter Springs Chamber of Commerce, Presentation, 9/28

I-4 Ultimate Communications Team Meeting, 9/28

Sen. Alan Hayes (Wekiva Parkway Tour), 9/28

Orange County Tax Collectors / DMV offices, E-Pass Promotion, 10/3

Mount Dora Police Dept. National Night Out (Wekiva Parkway), 10/4

CUSTOMER SERVICE

	Activity		Wait Time		
	Actual	Avg	Actual	Target	
Service Center: East	10,335	10,293	2:33	<5m	
Service Center: West	3,465	3,377	2:47	<5m	

SERVICE CENTER: MINUTE INTERVALS <5 5-6 6-7 7-8 8-9 9+

Call Center	67,840	69,257	0:19	<1m	
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CALL CENTER: % MINUTE INTERVALS <1 1-2 2-3 3-4 4-5 5+



AVERAGE SPEED: PEAK DIRECTION

	mph	AM Peak (6-9)	PM Peak (4-7)
		Avg mph	Avg mph
SR 408 W. SR 50 to E. SR 50	55-65	54	53
SR 417 Int'l Dr. to Seminole Co. Line	55-70	66	62
SR 528 Sand Lake Rd. to SR 520	70	65	64
SR 429 Seidel Rd. to SR 414	70	68	65
SR 451 SR 429 to US 441	65	61	64
SR 414 US 441 to US 441	65	64	64

LEGEND: <10 11-20 >= 21

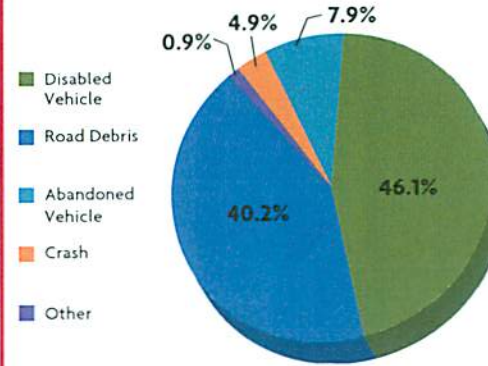
MAJOR CONSTRUCTION PROJECTS

	Contract (millions)	Spent	% Spent	% Time	VAR
SR 408/SR 417 Interchange	\$36.0	\$11.7	32%	44%	
SR 417 Resurfacing I-Drive to Moss Park Rd.	\$18.5	\$8.5	46%	59%	
SR 429 Systems Interchange	\$79.6	\$23.5	32%	29%	
SR 429, US 441 to North of Ponkan Rd.	\$56.1	\$34.0	60%	67%	
SR 429, North of Ponkan Rd. to North of Kelly Park Rd.	\$46.6	\$33.0	71%	65%	
SR 453, Lake County Line to SR 46	\$49.4	\$7.5	15%	19%	
SR 528/Innovation Way Interchange	\$62.5	\$4.7	7.5%	8.2%	

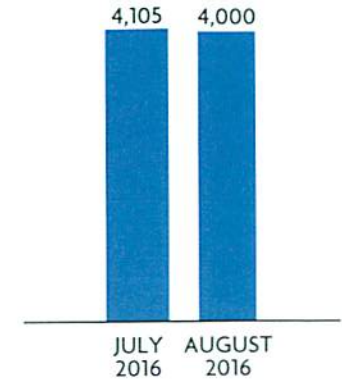
LEGEND: Spent vs. Time <10 11-20 >= 21

SAFETY

ROAD RANGER: CATEGORY OF ASSISTS ON CFX ROADS



ROAD RANGER: NUMBER OF ASSISTS ON CFX ROADS



2014 FATALITIES

1.07	Nationwide: Arterials, Limited Access, Toll Roads
0.26	FDOT: Urban Toll Roads
0.20	CFX: Toll Roads Urban Only

Per 100 Million Vehicles Miles Traveled
2010-2014 - 5 Year Average

WRONG WAY DRIVING (WWD)

	Vehicles Detected	Turn Arouns
24* Locations	9	9

*19 new sites under construction during August

FINANCIALS

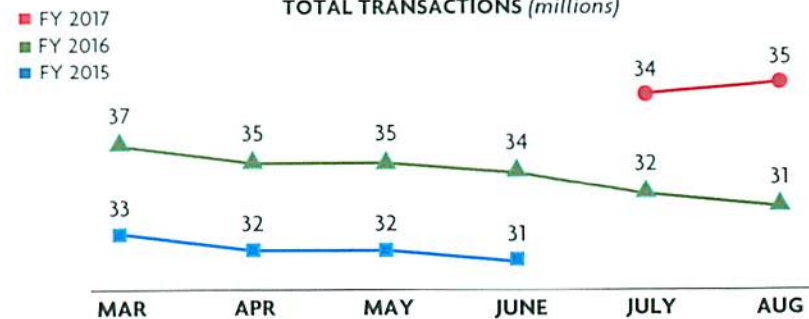
FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	\$70.5	\$64.0	10%
OM&A Expenses	\$7.0	\$7.1	2%
Net Revenue	\$35.0	\$28.1	24%

DEBT SERVICE

Year to Date	Actual	Budget
Senior Lien	2.01	1.96
Subordinate Lien	1.72	1.68

TOTAL TRANSACTIONS (millions)



SR 408 Extension Project Background Information

Below provides a chronology of the SR 408 Eastern Extension project as well as the purpose, need and the intended goal of the project thus far proposed by CFX.

This seven-mile study between Challenger Parkway and SR 520 within the SR 50 corridor, proposes co-located adjacent independent highway systems utilizing their own rights of way. SR 50 would continue to serve as a state arterial highway serving local trips and the extension of SR 408 would serve as a limited access standard toll facility serving regional trips. The SR 408 Extension would occupy its own right of way, with CFX purchasing the appropriate right of way from both State and private holdings in sufficient proportion to accommodate the SR 408 Extension and SR 50. The final configuration of both roadways would then define ownership of the independent right of ways to be recorded as belonging to either CFX or FDOT.

The recommended solution currently identified in CFX's PD&E Study avoids significant commercial and residential impacts and minimizes direct impacts to the recently widened SR 50 from 4 to 6 lanes between Challenger Parkway and Avalon Park Blvd. A shared corridor with independent ownership provides environmental stewardship by reducing impacts to the Econlockhatchee River eco-system.

Project History

In 2006, OOCEA, the predecessor to the Central Florida Expressway Authority (CFX), adopted a 2030 Expressway Masterplan. The Plan identified the SR 408 Extension as one of five potential system expansion projects. The limits were defined as beginning at the existing terminus of SR 408 at SR 50 and extending the limited access toll facility eastward on a new corridor across Orange County to a terminal connection along I-95 in north Brevard County. A planning level Concept Development and Evaluation Study began that consisted of planning, engineering and environmental analysis coupled with agency coordination and public involvement activities.

A Project Advisory Group (PAG) was formed consisting of representatives from local and state governmental agencies, including representatives from FDOT District 5. An Environmental Advisory Group (EAG) was also formed consisting of representatives from FDOT District 5, local, regional and state environmental agencies and regulatory agencies. Both committees had members representing advocacy groups and various stakeholders. The purpose and need of the SR 408 Extension project was to provide additional east-west regional mobility, accommodate additional emergency evacuation service, to improve transportation connectivity and to support future transit options. The study area for this corridor evaluation was 25 miles east-west and 9 miles north-south.

In 2008, the results of the Concept and Feasibility Study indicated that "Corridor 3B" (along SR 50) met the transportation need west of SR 520 by providing the greatest relief of the existing and projected future traffic congestion along SR 50 from Alafaya Trail/SR 434 to SR 520. This alternative diverts the greatest number of trips to SR 408, has the lowest estimated cost, and has the fewest potential impacts to environmental and community resources of any of the viable corridors identified in the study. This corridor also provides a potential future extension of the proposed limited access facility southeast along either SR 520 or SR 50 corridors, affording system linkage between east Orange County and Brevard County.

In 2013, Governor Rick Scott commissioned the East Central Florida Corridor Task Force (ECFCTE) by Executive order 13-319. The Governor charged the ECFCTF to develop consensus recommendations in a report to the Florida Department of Economic Opportunity (FDEO) for future transportation corridor planning in portions of

Orange, Brevard and Osceola counties. The report states the increasing integration of a fifteen-county area from Tampa Bay through Orlando to the Atlantic Coast into a single “super region” that ranks among the 10 largest economies in the United States was a major motive behind this effort. Only three highways connect Orange and Osceola to northern Brevard County (SR 50, SR 520, and SR 528) with SR 528 being the only limited access, high speed, and high capacity corridor. These limited east-west options raise concern about the region’s ability to achieve economic opportunities and support the planned development of new population centers.

In 2014, the ECFCTF’s final recommendation included specific reference of support for preserving and enhancing the SR 50 and SR 520 Corridors that stem from the planned SR 408 Extension Corridor 3B as being consistent with their findings. All other recommended new east-west corridors to the FDEO were identified south of SR 528. CFX adopted the ECFCTF’s final recommendations in their 2040 Master Plan.

In May 2015, CFX began the Project Development and Environment (PD&E) Study. The PAG and EAG were reformed with many of the same members from the 2008 Concept Development and Evaluation Study. This helped provide insight and continuity to valuable past project information. The PD&E Study began with a re-evaluation to verify the validity of the previous 2008 study results using updated socioeconomic, environmental and traffic forecast information and confirmed that Corridor 3B (along SR 50) remains the superior option. The PD&E Alternatives Selection Process evaluated concepts configured as elevated, at-grade and in various location arrangements proximate to SR 50.

Results of the public involvement effort as well as the engineering and environmental evaluation identified a recommended alternative in the spring of 2016, which is a combination of an elevated and at-grade alignment that shares the SR 50 corridor as a standard tolled expressway, between Challenger Parkway and SR 520. The SR 408 Extension project would occupy its own right of way and would require CFX to pay appropriate compensation for right of way from both State and private holdings to accommodate the SR 408 Extension.

At a project meeting in June of 2016, Florida’s Turnpike Executive Director, Diane Scaccetti and FDOT District 5 Secretary Noranne Downs indicated that FDOT would not likely support the CFX project. FDOT Secretary Boxold followed up with a letter to Orange County on August 10, 2016 that indicated that the preferred alignment of the SR 408 Extension project was not workable from FDOT’s perspective.

In response, on August 10, 2016, the CFX Board asked staff to extend the SR 408 Extension PD&E Study to determine if another alternative alignment would be feasible. If a workable alternative solution is found and approved by the CFX Board at the conclusion of the extended PD&E, CFX could conclude design and begin construction in early 2018.

Letters were exchanged over the course of discussions between Orange County and the Florida Department of Transportation between August 10 and September 16, 2016 (see Board package backup).

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

October 11, 2016

Secretary James Boxold
Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399

Re: Prepayment in Whole of Long Term Debt Obligations under the Lease Purchase Agreement between the Central Florida Expressway Authority and the Florida Department of Transportation

Dear Secretary Boxold:

I am writing to notify you that the governing board of the Central Florida Expressway Authority (the "Authority") has determined to exercise the Authority's right to prepay its accumulated long term debt to the Florida Department of Transportation (the "Department") in accordance with Section 3 of the Interlocal Agreement dated June 11, 2014, between the Department and the Authority for Construction and Operation of Wekiva Parkway (the "Wekiva Interlocal"), the relevant excerpt of which is set forth below:

OOCEA shall have the right to prepay its accumulated long term debt to FDOT, in whole or in part, with any partial prepayments to be counted against the next scheduled annual payment. In addition, OOCEA may provide for the prepayment of future long term debt owing to FDOT by establishing an irrevocable escrow account to prepay on an annual basis any amounts paid by FDOT to OOCEA for costs of operation and maintenance of portions of the OOCEA System under the LPA. Under such escrow arrangement, OOCEA shall annually deposit into escrow on or before June 15 of each year the amount, if any, included by FDOT in its then current budget request for operations and/or maintenance of OOCEA's system. Upon payment by FDOT of such amount (or portions of such amount), the amount paid by FDOT to OOCEA shall be released from escrow on or before five business days of such payment in order to reimburse FDOT for such payment.

The Authority will prepay its obligation to the Department in whole by taking the following actions provided in the Wekiva Interlocal:

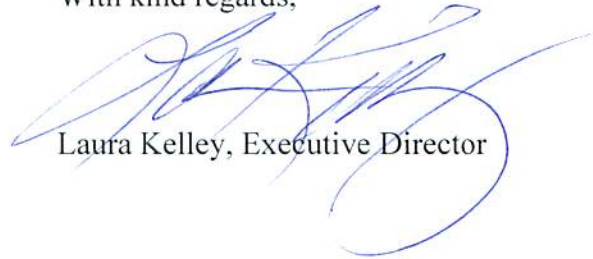
- For long term debt that has accumulated to date, but is unpaid in the amount of \$150,870,101.89, the Authority will initiate a wire transfer of funds in such amount to the Department.

- For future operation and maintenance payment obligations due by the Department under the LPA, the Authority will establish an escrow deposit agreement with a financial institution serving as escrow agent and will annually deposit into escrow on or before June 15 of each fiscal year the amount, if any, included by the Department in its then current budget for operations and maintenance of the Authority's System.

Upon taking the actions set forth immediately above, it is the Authority's understanding that, in accordance with Section 3 of the Wekiva Interlocal, such repayments will be applied by the Department to provide partial funding for the Department's sections of the Wekiva Parkway. The Authority is happy to work cooperatively with the Department to explore opportunities to advance the Wekiva Parkway as a result of this prepayment. It is also the Authority's understanding that in accordance with Sections 4 and 6 of the Wekiva Interlocal, the Authority's obligation to satisfy the covenants set forth in Section 4 of the Wekiva Interlocal shall terminate.

Please contact me if you have any questions or follow up regarding this matter. We will process the wire transfer promptly and notify the Department of the contact information for the escrow agent retained by the Authority to provide annual reimbursements to the Department from funds irrevocably deposited in escrow.

With kind regards,

A handwritten signature in blue ink, appearing to read 'Laura Kelley', is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

Laura Kelley, Executive Director

cc: CFX Board Members
Joseph Passiatore, General Counsel
Lisa Lombard, Chief Financial Officer
Joseph Stanton, CFX Bond Counsel

F. 1.

S.R. 408

EASTERN EXTENSION



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

August 10, 2016

Mayor Teresa Jacobs
Orange County Board of County Commissioners
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

Re: Central Florida Expressway Authority

Dear Mayor Jacobs:

This letter follows our conversations concerning the Central Florida Expressway Authority's interest in utilizing FDOT's State Road 50 right-of-way to extend the authority's Spessard L. Holland East-West Expressway. As you know, the Department has previously advised that this request is not workable. At your request, we have taken a more intensive look at the issue, which has yielded the same conclusion.

Earlier this year, authority staff advised Department management that the authority was contemplating the use of Department owned right-of-way for this purpose. Because SR50 is a federal-aid facility, the Department is responsible for ensuring compliance with applicable federal law and regulations. In accordance with that responsibility, the Department has adopted procedures under which a third party, such as the authority, may request permission to utilize federal-aid facility right-of-way. These procedures provide a process for thorough review and consideration of any proposal, both at the Department's district and central office levels. To my knowledge, the authority has not made a request to use this right-of-way in accordance with these procedures. Nonetheless, in the interests of being a good partner, the Department has broadly evaluated the authority's expressed interest under the applicable criteria.

Our understanding is that the authority's proposal would extend its expressway in some areas by constructing elevated lanes in the SR50 right-of-way along the existing state facility. In other areas, the authority proposes to place the new expressway at-grade in the existing SR50 right-of-way. This would necessitate the purchase of additional right of way on which to relocate the existing federal-aid facility. As a logical and practical matter, this seems somewhat convoluted.

The simple fact is that the Department does not have excess right-of-way in the area of interest to the authority. All of the right-of-way in the Department's ownership is needed for the current and foreseeable future maintenance and operation of SR50. Title 2 of the Code of Federal Regulations, section 200.311(b), requires the Department to use its federal-aid right-of-way for the originally authorized purpose for which the right-of-way was acquired, as long as it is needed for that purpose. Title 23 of the Code of Federal Regulations, sections 1.23(b) and 710.403(a), requires the Department to ensure that all real property, including airspace, within the boundaries of a federal-aid facility is devoted exclusively to the purposes of the federal-aid facility and is preserved free of all other public or private uses, except as specifically permitted by federal law and regulation.

While federal law and regulation do authorize state transportation departments to lease federal-aid facility right-of-way that is not currently needed for the purposes of the federal-aid facility, there are a number of requirements:

- (i) Any use by lease must be consistent with the continued operation, maintenance, and safety of the federal-aid facility and must not impair the federal-aid highway or interfere with the free and safe flow of traffic thereon (23 CFR 710.403(a) and (d) and 23 CFR 1.23(c));
- (ii) A lease must include terms that allow the State transportation department to revoke the lease in the event that the leased property becomes needed for the purposes of the federal-aid facility, as well as terms requiring removal of improvements at no cost to the Federal Highway Administration and adequate insurance to hold the State and the FHWA harmless (23 CFR 710.407(a) and http://www.fhwa.dot.gov/real_estate/right-ofway/corridor_management/airspace_guidelines.cfm); and
- (iii) State transportation departments are required to charge at least fair market value for other uses of federal-aid right-of-way (23 USC 156 and 23 CFR 710.403(d)).

Even if the Department had excess right-of-way available for potential lease, all of these requirements would apply to the authority's contemplated use. The requirement that the lease provide for revocation of the lease and removal of the non-federal highway improvements is obviously problematic from both the Department's and the authority's perspective given the significant cost of the improvements the authority wishes to construct. The Department was also advised that the authority's concept was not cost effective if it would be required to pay fair market value for use of Department property. The only exceptions to the federal fair market rent

Mayor Teresa Jacobs

August 10, 2016

Page 3

requirement are for high speed rail, public utilities, other federal-aid transportation projects, public transit non-highway facilities, railroads, bikeways and pedestrian walkways, and (with FHWA approval when the exception is clearly within the overall public interest for social, environmental, or economic purposes) for non-proprietary governmental uses (i.e., governmental uses that do not generate net income) (23 United States Code 156(a) and 23 CFR 710.403(d)(1)-(5)). None of these exceptions are applicable to a special district owned toll facility, even if the Department had excess right-of-way available. In addition to the federal requirement, Department policy is to require fair market rent for third party uses of Department right-of-way.

As you know, the authority has pointed to the state's express lanes and the SR 46/Wekiva Parkway improvements as a potential path forward for the authority's request. However, from a federal law perspective, those projects are not analogous to the authority's proposal. Federal law and regulations specifically authorize state transportation departments to use express lanes to improve the operation of a federal-aid facility. There is a separate process that governs express lanes, and the express lanes are actually considered to be part of the federal-aid facility. This is fundamentally different than co-locating a separate special district owned toll facility, as proposed by the authority.

The improvements to SR46 that are being constructed as part of the Wekiva Parkway project are also wholly distinguishable from the authority's proposal. The Department is widening and improving portions of SR 46 on the west and the east ends of the project, but those portions will not be tolled. The Department is also reconstructing part of SR 46 from the new interchange with Section 4 B of the Wekiva Parkway to Orange Boulevard as a toll facility with non-tolled service roads for local travel. Unlike the authority's proposed addition of a special district revenue producing facility to SR 50, these modifications are expressly authorized by existing federal law. Pursuant to 23 USC 129, a State transportation department may reconstruct a non-Interstate federal highway and convert it to a toll facility. A State may also add new toll lanes to a non-Interstate federal highway that increase the highway's capacity as long as it does not reduce the number of free lanes. In either case, federal law requires that revenues generated on the new tolled lanes be used only for: debt service for that project; operation, maintenance, repair and restoration of that project; and other purposes for which federal funds may be obligated by the Department.

Finally, the authority's concept would require the Department to abandon widening improvements to SR 50 that are on the MetroPlan Orlando prioritized project list and are well into design. The Department does not believe that abandonment of these projects would be a cost effective use of public funds or consistent with its obligations.

Mayor Teresa Jacobs
August 10, 2016
Page 4

In sum, the Department has concluded that the authority's proposed use of SR50 right-of-way is unworkable and inconsistent with our obligations. As you know, the Department has its own tolling arm, Florida's Turnpike Enterprise. We do not co-locate Turnpike toll facilities with federal-aid right-of-way for the same reasons that we are unable to accommodate the authority's request.

I understand from you that at this week's board meeting, the authority will consider moving forward on an alternative approach to this project that does not involve the use of Department owned federal-aid facility right-of-way. As evidenced by this letter, the Department has expended significant time and effort on this issue, but we are not amenable to the use of SR50 right of way as proposed by the authority. Thank you.

Sincerely,



Jim Boxold
Secretary



To: Mayor Teresa Jacobs
From: Commissioner Ted Edwards, District 5
Date: September 13, 2016
Re: SR 408 Expansion

A handwritten signature in black ink, appearing to read "Ted", is located to the right of the header information.

As you are all too aware, transportation challenges in east Orange County, particularly along the SR 50 corridor, detract from the quality of life of a large portion of our constituency. Together with Orange County residents, you and I have advocated strongly for years for transportation improvements in this area.

I was therefore disheartened to read Florida Department of Transportation Secretary Jim Boxold's response to the Central Florida Expressway Authority's proposed construction of a tolled extension to SR 408 within the SR 50 right-of-way. Such a co-located facility would provide much needed relief to east Orange drivers. However, Secretary Boxold's letter made it clear that that, in his opinion, such a co-location between an Expressway Authority facility and an existing state road right-of-way would be impracticable.

I am aware that the Expressway Authority is evaluating other alignments that would locate the Expressway extension outside state right-of-way. However, constructing a new limited access facility outside the existing transportation corridor could potentially have significant impact on the community and environment. In view of this, I believe we should explore the alternative approach of the Department taking the lead in constructing a co-located extension as a Turnpike Enterprise facility. This would place financial and legal obligations under a single state umbrella, and potentially alleviate the Secretary's concerns. Of course, my preference would be for the Expressway Authority to construct this project, but I believe we should pursue all available options in the best interest of our citizens.

I would ask that you support this request on behalf of our constituents and forward it to Secretary Boxold. Thank you for your consideration of this request.

Cc: Board of County Commissioners
Ajit M. Lalchandani, County Administrator

COMMISSIONER TED B. EDWARDS, DISTRICT 5
201 South Rosalind Avenue, 5th Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393
407-836-7380 • Fax 407-836-8976



ORANGE COUNTY MAYOR
TERESA JACOBS

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

September 16, 2016

Mr. Jim Boxold, Secretary
Florida Department of Transportation
605 Suwannee Street
Tallahassee, Florida 32399-0450

Subject: Central Florida Expressway Authority

Dear Secretary Boxold:

Thank you for your letter dated August 10, 2016 concerning the Central Florida Expressway Authority's (CFX) interest in utilizing FDOT's State Road 50 right-of-way to extend the authority's Spessard L. Holland East-West Expressway. As you are aware, CFX took action at its last meeting to develop and evaluate alternate corridors for this easterly extension. However, alternate corridors will likely come at a significant time delay and increased cost, both in terms of money and in community and environmental impacts.

As an alternative to abandoning the preferred corridor, I am forwarding a memorandum I received from Orange County Commissioner Ted Edwards requesting your consideration of pursuing this project under the jurisdiction of Florida's Turnpike Enterprise. I have also shared the concerns outlined in your August 10, 2016 letter with Congressman John Mica. Congressman Mica offered to provide assistance if you should choose to pursue this approach.

This transportation corridor is significant for residents of Orange, Seminole, Osceola, and Brevard counties. Providing greater connectivity between Central Florida and the areas around Port Canaveral, the spaceport and other regional economic generators is critical to the economic growth and diversity of our state.

Please let me know if this is an option that your office will consider. If so, I would be pleased to assist in coordinating a meeting with Congressman Mica.

In closing, thank you for working so diligently to help us meet our region's growing transportation demands.

Sincerely,

Teresa Jacobs

Attachment

c: Congressman John Mica
Board of County Commissioners
Central Florida Expressway Authority Board of Directors
Laura Kelly, Executive Director, Central Florida Expressway Authority



Florida Department of Transportation

RICK SCOTT
GOVERNOR

Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, FL 34761
407-532-3999

JIM BOXOLD
SECRETARY

September 16, 2016

The Honorable Teresa Jacobs, Orange County Mayor
Post Office Box 1393
201 South Rosalind Avenue, Fifth Floor
Orlando, Florida 32802-1393

RE: State Road 408 Eastern Extension Project Development and Environment (PD&E) Study

Dear Mayor Jacobs,

Thank you for your most recent letter and the many discussions we have had concerning the SR 408 Eastern Extension Project.

We have a shared recognition of the transportation need in this area, but have struggled with the right solution, especially with regard to the federal regulations governing the use of the SR50 federal-aid right-of-way. You correctly suggest that the Department, as the state transportation agency, could expand SR50 by adding Department owned toll lanes within the SR50 federal-aid right of way, thereby providing a facility similar to that contemplated by the Central Florida Expressway Authority. As noted in my previous correspondence, the Department is using its existing federal authority in a similar manner to construct portions of the Wekiva Parkway.

I appreciate your request that the Department undertake the extension project. We are amenable to doing so and look forward to working with you and our other local partners to make this project a reality.

To expedite the Department's efforts, we are requesting all study materials for the above referenced project from the Central Florida Expressway Authority (and its predecessor, the Orlando-Orange County Expressway Authority). The enclosed list of reports, files, and data relates to the SR 408 Eastern Extension PD&E Study and earlier Concept Development and Environment Study. We would sincerely appreciate any assistance you can provide with obtaining this information.

Our combined efforts will contribute to the continued economic success of Orange County. We appreciate your support of the Department's continuing commitment to deliver a safe and reliable transportation system throughout the Central Florida region.

Sincerely,

Jim Boxold
Secretary

Florida Department of Transportation

Enclosure: Data request

DATA REQUEST

STATE ROAD 50 EXPRESS LANES

Any and all files from the PD&E Study, plans, cost estimates, including but not limited to...

1. SR 408 Eastern Extension Project Development and Environment Report and Documentation (2014 - 2016)
 - a. Purpose and need statement
 - i. Population data
 - ii. Employment data
 - iii. Crash data
 - iv. Projected traffic volumes
 - v. Origin-destination pairs
 - vi. Projected development
 - vii. Regional connectivity
 - b. Engineering files (native format and PDF, as available)
 - i. Engineering alignment files
 - ii. Key sheets and sheet layouts
 - iii. Initial structures concepts
 - iv. Initial access management concepts
 - v. Typical sections (AI formats, as available)
 - vi. Cost estimates and related spreadsheets
 - vii. Utility locations
 - viii. Survey with reference data, as available
 - ix. Parcel delineations
 - x. Right-of-way files
 - xi. Line and grade
 - xii. Stormwater and pond siting information
 - xiii. Contaminated or potentially contaminated sites
 - xiv. Noise sensitive land uses
 - xv. Parklands, Section 4(f) and Section 6(f) lands
 - xvi. Aerial photographs
 - xvii. Risk analysis
 - c. Geospatial data
 - i. Land use
 - ii. Contamination
 - iii. Protected or endangered species
 - iv. Water bodies, floodplains, and wetlands
 - v. Cultural and archaeological resources,
 - vi. Parklands, Section 4(f) and Section 6(f)
 - vii. Other GIS layers evaluated or mapped
 - viii. GIS MXD files for reports and boards
 - ix. AI map files and exported tables
 - d. Environmental data
 - i. Identified fatal flaws

- ii. Geospatial data for specialty environmental layers (ETDM and others)
 - iii. Mailing list for the environmental advisory committee, technical advisory committee, and elected officials
 - iv. Environmental meeting notes and sign-in sheets
 - v. Field reports and data, if available
 - vi. Field photographs, if available
 - e. Public engagement data
 - i. Advance notification package
 - ii. Public hearing materials and documentation (August 2016)
 - iii. Comments, commitments, and responses
 - iv. Minutes of meetings
 - v. ETDM screening reports
 - vi. ETDM GIS layer analysis
 - vii. Newsletters, fact sheets, briefings, and Power Point files
 - viii. Boards, displays, videos, and collateral materials
 - ix. Master Plan 2040 maps, reports, and updates
 - x. Maps, illustrations, and alignment graphics
 - xi. Projected demand, benefits, and costs
 - xii. Mailing lists from meetings and committees
 - xiii. Public comments
 - xiv. Reports in native format
 - xv. Meeting materials
 - xvi. Meeting notes and sign in sheets
 - xvii. Video files
 - xviii. Stakeholder and interagency correspondence
 - f. Survey data
 - i. Any preliminary survey information
 - ii. Straight line diagrams
 - iii. Asset management
 - iv. Right-of-way limits maps
 - v. As-built drawings
 - vi. Cultural resource assessments
 - vii. Wetland or floodplain delineations
 - g. Right-of-way acquisition data
 - i. Number of potentially impacted parcels
 - ii. Approximate right-of-way value/cost
- 2. SR 408 Eastern Extension Concept Development and Environment Report and Documentation (2006 – 2008)
 - a. Engineering files (native format and PDF, as available)
 - i. Engineering alignment files
 - ii. Key sheets and sheet layouts
 - iii. Initial structures concepts
 - iv. Initial access management concepts
 - v. Typical sections (AI formats, as available)
 - vi. Cost estimates and related spreadsheets
 - vii. Utility locations

- viii. Survey with reference data, as available
- ix. Parcel delineations
- x. Right-of-way files
- xi. Line and grade
- xii. Stormwater and pond siting information
- xiii. Contaminated or potentially contaminated sites
- xiv. Noise sensitive land uses
- xv. Parklands, Section 4(f) and Section 6(f) lands
- xvi. Aerial photographs
- b. Environmental data
 - i. Contamination screening evaluation
 - ii. Identified fatal flaws
 - iii. Geospatial data for land use, contamination, protected or endangered species, water bodies, floodplains, cultural resources, archaeological resources,
 - iv. Specialty environmental layers provided by the Audubon Society or Boyer Singleton reflecting the seven jewels environmental model
 - v. Mailing list for the environmental advisory committee, technical advisory committee, and elected officials
- c. Public engagement data
 - i. Newsletters, fact sheets, briefings, and Power Point files
 - ii. Boards, displays, videos, and collateral materials
 - iii. Master Plan 2040 maps, reports, and updates
 - iv. Maps, illustrations, and alignment graphics
 - v. Projected demand, benefits, and costs
 - vi. Mailing lists from meetings and committees
 - vii. Public comments
 - viii. Reports in native format
 - ix. Meeting materials
 - x. Meeting notes and sign in sheets
 - xi. Video files
- d. Survey data
 - i. Any preliminary survey information
 - ii. Straight line diagrams
 - iii. Asset management
 - iv. Right-of-way limits maps
 - v. As-built drawings, if available
 - vi. Cultural resource assessments
 - vii. Wetland or floodplain delineations
- e. Right-of-way acquisition data
 - i. Number of potentially impacted parcels
 - ii. Approximate right-of-way value/cost
- 3. 2040 Master Plan
 - a. Master plan tables, reports, and maps
 - b. Capital improvement budget estimates
 - c. Work program

F. 2.

**IBTTA TOLL EXCELLENCE
AWARD FOR
WRONG-WAY DRIVING
PROGRAM**

THERE IS NO BACKUP FOR THIS ITEM

**A PRESENTATION WILL BE MADE AT THE
BOARD MEETING**

F. 3.

**HONORARY DESIGNATION OF
WEST S.R. 408**

**A RESOLUTION OF THE CENTRAL FLORIDA
EXPRESSWAY AUTHORITY IN SUPPORT OF
RENAMING A PORTION OF S.R. 408 AS
THE “ARNOLD PALMER EXPRESSWAY”**

WHEREAS, the passing of Arnold Palmer on September 25, 2016 marked the end of an era of one of the greatest sports legends in American history; and

WHEREAS, Orlando, Florida and The Bay Hill Club & Lodge were privileged to serve as Mr. Palmer’s winter home for over forty years; and

WHEREAS, aside from being one of the greatest golfers and sportsmen of all time, Mr. Palmer was a philanthropist who assisted the citizens of Central Florida in charitable endeavors, most notably through the creation and development of the Arnold Palmer Hospital for Children and the Winnie Palmer Hospital for Women & Babies; and

WHEREAS, Orlando is one of the leading tourist destinations in the entire world and the governing Board of the Central Florida Expressway Authority would like to honor Mr. Palmer’s memory and contributions to the citizens of Central Florida by officially naming a portion of S.R. 408 the “Arnold Palmer Expressway;” and

WHEREAS, S.R. 408 is an east west expressway which is part of the Central Florida Expressway system and the section between Kirkman Road and Clarke Road is proximate to The Bay Hill Club & Lodge and would be an appropriate section to be renamed to honor Mr. Palmer’s memory;

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

Section 1. That the Central Florida Expressway Authority by and through this official action does hereby direct the commencement of the legal process to officially designate that portion of S.R. 408 from Kirkman Road west to Clarke Road as the “Arnold Palmer Expressway.”

Section 2. That legislation be drafted and the support of the Florida Legislature enlisted to pass legislation during the 2017 legislative session which will officially adopt the designation of this nomenclature as a part of the State Road system.

Section 3. That upon passage of the above referenced legislation, appropriate signs and markers be erected to inform all motorists that they are travelling on a

highway that has been named to memorialize the memory of one of the greatest sports icons, philanthropists, and ambassadors of goodwill in American history.

Section 4. This Resolution shall take effect upon passage.

DONE AND ORDERED this _____ day of October, 2016.

Welton G. Cadwell
CFX Board Chairman

ATTEST: _____

Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel