AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 11, 2016
9:00 a.m.

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. APPROVAL OF BOARD MEETING MINUTES (Action Item)

1. July 14, 2016 Board Meeting
2. July 14, 2016 Board Workshop

D. APPROVAL OF CONSENT AGENDA (Action Item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **PRESENTATION ON FLORIDA TRANSPORTATION COMMISSION'S FY 2015 ANNUAL PERFORMANCE REPORT** – *Michelle Maikisch, Chief of Staff/Public Affairs Officer (info. item)*

2. **APPROVAL OF CONTRACT AWARD TO THE LANE CONSTRUCTION CORPORATION FOR S.R. 408 WIDENING FROM HIAWASSEE ROAD TO GOOD HOMES ROAD** – *Ben Dreiling, Director of Construction* (action item)

3. **UPDATE ON S.R. 408 EXTENSION PROJECT** – *Glenn Pressimone, P.E., Director of Engineering and Will Sloup, P.E., Metric Engineering* (info. item)

4. **TOLL OPERATIONS DEPARTMENT PRESENTATION** – *David Wynne, Director of Toll Operations* (info. Item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

C.1

7/14/16 Board Meeting Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
July 14, 2016

Location: Central Florida Expressway Authority
Board Room

DRAFT

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

Board Members Not Present:
Mayor Teresa Jacobs, Orange County

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

Staff Present at Dais:
Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Assistant Secretary/Executive Assistant

A. CALL TO ORDER

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

B. PUBLIC COMMENT

There was no public comment.

C. APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the June 22, 2016 minutes as presented. The motion carried with eight (8) members present and voting AYE by voice vote; Mayor Jacobs was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval.

CONSTRUCTION

1. Approval of Cooperative Purchase Agreement with Traffic Control Devices, Inc. for installation of E-PASS Overlay Sign Panels – Contract No. 001219 (Agreement Value: $97,175.00)

2. Approval of Reimbursement Agreement with Sprint Communication Company – Project No. 528-313 (Agreement Value: Not-to-Exceed $244,215.23)

3. Approval of Agreement with Sprint Communication Company for modification of 1984 Indenture Agreement pending the construction of duct bank by All Aboard Florida

4. Approval of construction contract modifications on the following contracts:

a.	Contract No. 429-654C	Southland Construction, Inc.	($38,398.73)
b.	Contract No. 253F	The Lane Construction Corp.	($764,747.99)
c.	Contract No. 417-733	Ranger Construction Ind., Inc.	$13,696.46
d.	Contract No. 429-202	Prince Contracting, LLC	$161,234.57
e.	Contract No. 599-732	Kenyon & Partners, Inc.	($30,809.34)

5. Approval to advertise for construction bids for S.R. 528 Econlockhatchee River Bridge Replacements

6. Approval of contract award to The Integration Factory, Inc. for Audio/Video Equipment for CFX Board Room – Project No. 599-912/Contract No. 001163 (Agreement Value: $365,567)

7. Approval of contract award to S.A. Casey Construction Co., Inc. for CFX Headquarters Second Floor Renovations - Project No. 599-913/Contract No. 001214 (Contract Value: $$547,299)

ENGINEERING

8. Approval of Supplemental Agreement #2 For Post Design Services with WSP/Parsons Brinckerhoff – Project No. 528-131/Contract No. 001098 (Agreement Value: Not-to-Exceed $136,692.41)

DRAFT

9. Approval of Geodata Consultants, Inc. as Subconsultant to the General Engineering Consultant Contract with Atkins North America, Inc. – Contract No. 000820

10. Approval of supplemental signage for the Sports District on S.R. 417/Lake Nona Blvd. (Cost: Not-to-Exceed $60,000)

11. Approval of contract renewal with CDM Smith, Inc. for Traffic and Earnings Consultant – Contract No. 000889 (Agreement Value: $750,000)

EXECUTIVE

12. Approval of Metro Orlando Economic Development Commission (EDC) Annual Policy Council Investment in the amount of $50,000

FINANCE/ACCOUNTING

13. Authorization to dispose of foreign and mutilated coins

INTERNAL AUDIT

14. Acceptance of Payment Card Industry (PCI) Report on Compliance

LEGAL

15. Approval of negotiated settlement with Gregory W. Stoner, Esquire for attorney's fees and costs relating to Parcel 251, Wekiva Parkway Project 429-204 (Settlement Amount: $15,000)

16. Approval of settlement for Parcel 104/804, Wekiva Parkway Project 429-202 (Settlement Amount: $616,500)

17. Approval of settlement for Parcel 143 (Parts A, B & C), Wekiva Parkway Project 429-202 (Settlement Amount: $1,000)

18. Approval of settlement for Parcel 195, Wekiva Parkway Project 429-203 (Settlement Amount: $1,533,000)

19. Approval of payment of expert fees and costs relating to Parcel 170, Wekiva Parkway Project 429-203 (Settlement Amount: $8,464.50)

MAINTENANCE

20. Approval of contract renewal with John Brown & Sons, Inc. for clearing right of way fences – Contract No. 001031 (Agreement Value: $100,000)

DRAFT

21. Authorization to sublet services of La Roka Company for Landscape Maintenance Services as requested by Groundtek of Central Florida, Inc. – Contract No. 000965 (Agreement Value: $150,000)

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

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Cadwell mentioned that today is the second anniversary of the first time the CFX Board met. CFX has accomplished many achievements, as cited in the Executive Director's Report this month.
- Staff will be sending out the annual evaluations for the Executive Director and General Counsel soon.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for May were $33,205,496 which is 11% above projections and 9% above prior year. CFX's total revenues were $35.6 million for the month.

Total OM&A expenses were $5.4 million for the month and $53.2 million year-to-date, which is 14% under budget.

After debt service the total net revenue available for projects was $18.4 million for May and $184.2 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

Executive Director Laura Kelley provided the Executive Director's Report in written form. This month's report also included noteworthy achievements from this past fiscal year.

In addition, she mentioned the lighting of the SR 408 Lake Underhill Bridge on July 12 in honor of the victims of the Pulse tragedy. She thanked the community partners for their contributions to make this happen.

Ms. Kelley also commented on the customer call wait times on the May Performance Dashboard.

DRAFT

F. REGULAR AGENDA ITEMS

1. UPDATE ON FDOT'S I-4 ULTIMATE PROJECT

Loreen Bobo, FDOT I-4 Ultimate Construction Program Manager gave an update on FDOT's I-4 Ultimate Project.

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

2. UPDATE ON RELOAD SERVICE

Corey Quinn, Chief of Technology/Operations gave an update on CFX's Reload Service.

- Drive-thru customer service lanes to reload E-PASS accounts or get a Free E-PASS
- Pilot project at the SR 408 Conway Toll Plaza
- Launched May 11
- Reload lanes open 7 days a week, 6 am to 8 pm
- First of its kind in the continental United States
- Averaging 300 per week in E-PASS sales and in E-PASS account reloads

Michelle Maikisch, Chief of Staff/Public Affairs Officer reported on media coverage and customer response.

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

3. UPDATE ON WRONG-WAY DRIVING DETECTION AND PREVENTION SERVICE

Corey Quinn, Chief of Technology/Operations presented an update on the wrong-way driving service.

Findings and results:

- 21 wrong-way driving turn-arounds from Feb. 2015 to June 2016
- No confirmed crashes or citations
- FHP dispatched twice, but did not find a wrong-way driver
- UCF developed a WWD risk model for WWD hotspots on CFX network

DRAFT

Ongoing activity:

- 29 sites identified for WWD construction
- Construction underway on 19 sites
  - Awarded to SICE ($1.9M)
- Construction of following 10 sites
  - Awarded to SICE on June 2016 ($21M)
  - Begin construction in August

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

4. TRAFFIC OPERATIONS AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) DEPARTMENT PRESENTATION

Bryan Homayouni, P.E., Manager of Traffic Operations, gave a presentation on the Traffic Operations and Intelligent Transportation Systems (ITS). He reported on the CFX Video System, Traffic Monitoring Stations, Travel Time System, Dynamic Message Signs, Wrong-Way Driving, Fiber Optic Network and Florida Highway Patrol Dedicated Squad.

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

G. BOARD MEMBER COMMENT

1. Commissioner Boyd thanked Brian Hutchings for his assistance on a group presentation. He also thanked CFX staff for working closely with him on the SR 408 Extension Project. He encouraged Seminole County's support of the project. Commissioner Carey commented about providing alternatives for future growth in that area.

2. Mr. Madara requested that staff prepare a trend line for customer call wait times and prepare a management action plan.

3. Mr. Madara requested that staff look at the impact of the customer discounts on traffic volumes.

4. Mr. Madara asked staff to look into tying into the WAZE app for the wrong-way driving service.

DRAFT

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 9:40 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

DRAFT

C.2

7/14/16 Board Workshop Minutes

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD WORKSHOP
July 14, 2016

Location: Central Florida Expressway Authority
Pelican Room #107

DRAFT

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

Board Members Not Present:
Mayor Teresa Jacobs, Orange County

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

Staff Present at Dais:
Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Assistant Secretary/Executive Assistant

A. CALL TO ORDER

The meeting was called to order at 9:50 a.m. by Chairman Welton Cadwell.

B. PUBLIC COMMENT

There was no public comment.

C. PRESENTATION ON EMINENT DOMAIN PROCESS

General Counsel Joseph Passiatore gave the Board a presentation on right of way acquisition/eminent domain process (presentation attached as Exhibit "A").

Maps were also provided showing the acquisition status of the Wekiva Parkway parcels (Exhibit B).

The Board members provided comments and asked questions.

D. BOARD MEMBER COMMENT

There were no Board Member comments.

E. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 10:45 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

DRAFT

D.

Consent Agenda

CONSENT AGENDA
August 11, 2016

ADMINISTRATIVE SERVICES

1. Approval of Resolution amending Rules of Procedure for Board Meetings

CONSTRUCTION

2. Approval of contract renewal with Stantec Consulting Services, Inc. for Construction Management Consultant Services – Contract No. 001033 (Agreement Value: $1,500,000)

3. Approval of construction contract modifications on the following contracts:
   a) Contract No. 417-733 Ranger Construction Industries, Inc. $149,238.29
   b) Contract No. 599-132 Gomez Construction Co. $ 29,975.57

4. Authorization to Advertise For Letter of Interest for Construction Engineering and Inspection (CEI) Services for S.R. 528 Bridge and Ramp Realignment Projects.

ENGINEERING

5. Approval of Supplemental Agreement No. 9 with Parsons Transportation Group, Inc. for Post Design Services – Project No. 429-205/Contract No. 000859 (Agreement Value: Not-to-Exceed $359,984.37)

6. Approval of Supplemental Agreement No. 2 with TLP Engineering Consultants, Inc. for Post Design Services – Project No. 408-127/Contract No. 001065 (Agreement Value: Not-to-Exceed $214,164.38)

7. Approval of Supplemental Agreement No. 7 with Dewberry Engineers, Inc. d/b/a Bowyer-Singleton for Post Design Services – Project No. 429-203A/Contract No. 000981 (Agreement Value: Not-to-Exceed $89,963.21)

FINANCE/ACCOUNTING

8. Approval of insurance proposal with Florida Municipal Insurance Trust (FMIT) – Contract No. 000392 (Premium amount: Not-to-Exceed $160,000)

LEGAL

9. Approval of settlement proposal for Parcel 236, Project 429-204 (Settlement amount: $3,354939 inclusive of attorneys' and experts' fees and costs)

10. Approval of settlement proposal for Parcel 140, Project 429-202 (Settlement amount: $199,999 inclusive of attorneys' fees and costs)

11. Approval of settlement proposal for Parcel 111, Project 429-202 (Settlement amount: $230,723 inclusive of attorneys' and experts' fees and costs)

12. Approval of settlement proposal for Parcel 130 Part A and B, Project 429-202 (Settlement amount: $81,925 inclusive of attorneys' fees and costs)

13. Approval of Agreement for Right-of-Way Transfer and Continuing Maintenance with Orange County pertaining to SR 429, Part C (Daniel Webster Western Beltway) from the Turnpike to Seidel Road

MAINTENANCE

14. Approval of contract renewal with Southern Aquatic Management, Inc. for Aquatic Vegetation Control – Contract No. 001003 (Agreement Value: $209,720)

PUBLIC RECORDS

15. Approval of contract renewal with The DRS Group of Florida for Document Conversion Services – Contract No. 000978 (Agreement Value: $0)

CONSENT AGENDA ITEM

#1

MEMORANDUM

TO: CFX Board Members

FROM: Joseph L. Passiatore, General Counsel

DATE: July 25, 2016

SUBJECT: Rules of Procedures for Board Meetings

The CFX Rules of Procedures for Board Meetings require a review of the rules at least every two years. Our office has reviewed the Rules previously adopted on August 14, 2014 and the glitch bill passed by the 2016 Legislature. At this time, the only change we are recommending is to abolish the Office of Secretary in conformance with the 2016 Legislation.

Any additional suggested changes by Board members may be entertained by the Board at the August 11, 2016 meeting.

JLP/ml
Attachments

cc: Laura Kelley

Resolution No. 2016-____.
(Supersedes Resolution No. 2014-269)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY, AMENDING RULES OF PROCEDURE FOR BOARD MEETINGS

WHEREAS, Florida Statutes Chapter 348 Part III Section 348.753 creates the governing Board of the Central Florida Expressway Authority ("CFX") and sets forth the powers, duties and obligations of such Board; and

WHEREAS, the governing Board of the CFX previously adopted its Rules of Procedure to establish the operating procedures for the conduct of its meetings and election of officers.

WHEREAS, the Board's Rules require it to institute a review at least every two years.

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

Section 1. ADOPTION AND CODIFICATION, The Rules of Procedure for Board Meetings attached hereto as Exhibit "A" is hereby adopted, ratified and confirmed as a Permanent Rule to be codified in the CFX Permanent Rules as Chapter 1-1 "Procedure for Board Meetings."

Section 2. EFFECTIVE DATE. This Rule shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of August, 2016.

_____
Welton G. Cadwell
CFX Board Chairman

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

Approved by CFX Board August 14, 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RULES OF PROCEDURE FOR BOARD MEETINGS

Part I - General

1-1.001 **Organization.** Pursuant to Section 348.754(2)(m), Florida Statutes, these Rules of Procedure are approved by the governing Board of the Central Florida Expressway Authority (the "Board") and shall govern all proceedings of the Board except to the extent they may be inconsistent with Florida law in which case Florida law shall govern.

1-1.002 **Purpose.** The purpose of these Rules is to provide for the smooth and orderly functioning of the business of the Board of the Central Florida Expressway Authority and to facilitate an open exchange of ideas among Board members and between Board members and the public. Board members shall at all times observe and comply with the provisions of Florida's Government in the Sunshine Law, s. 286.011 Florida Statutes.

These rules shall not grant additional grounds or standing to challenge an action of the Board or Authority other than those grounds already existing in constitutional, statutory or case law.

1-1.003 **Definitions.**

1. Authority shall mean the Central Florida Expressway Authority or "CFX" as created by Florida Statutes Chapter 348 Part III, Sections 348.751 et. seq.

   The Authority is legally classified as an independent special district under Chapter 189, F.S., and is listed as such by the Department of Economic Opportunity. Although the Authority is designated as an "agency of the State" in its Enabling Act, it is not an executive branch agency. Instead it is designated as an "agency of the State" because it shares certain powers conferred by law on other state governmental bodies.

2. Board shall mean the governing body of the Authority, consisting of nine (9) members in accordance with Section 348.753(3), Florida Statutes.

3. Chairman shall mean the member of the Board elected by the Board to serve as Chairman. The Chairman shall be the presiding officer at all meetings of the Authority except that in the Chairman's absence, the Vice Chairman shall preside. The Chairman shall have all rights and privileges while he/she is presiding (e.g. the right to make motions, second motions, speak and vote), without relinquishing the chair.

4. Vice-Chairman shall mean the member of the Board elected by the Board to serve as Vice-Chairman. The Vice-Chairman shall preside at all meetings when the Chairman is not present or unable to serve.

~~5. Secretary shall mean the member of the Board elected by the Board to serve as Secretary. The Secretary may appoint an Executive Assistant who is an employee of the Authority to assist in the preparation and execution of documents and records.~~

~~6.~~5. The Treasurer shall mean the member of the board elected by the Board to serve as Treasurer. The Treasurer shall give a report each meeting as to the expenditures of the Authority.

~~7.~~6. The Executive Director of Florida Turnpike Enterprise is a non-voting advisor to the Board.

7. Executive Assistant shall be an employee of the Authority to assist in the preparation and execution of documents and records.

1-1.004 **Membership & Terms of Office.** Membership and terms on the Board shall be as prescribed by Section 348.753(3) Florida Statutes.

Should the Chairman resign from Board services, become incapacitated or otherwise have his or her term expire; and the seat filled by another; the Vice-Chairman will assume the position of Chairman until a special election for Chairman is held at the first meeting following the expiration of the Chairman's term. If the Vice-Chairman, ~~Secretary~~ or Treasurer is elected Chairman, then an election shall be held for that position's successor.

The elected successor(s) will fill the unexpired portion of the term and be eligible for reappointment to a full term at the discretion of the Board at the regular elections in January.

1-1.005 **Officers – Term of Officers.** Officers for the position of Chairman, Vice-Chairman ~~and Secretary~~ and Treasurer shall be elected by nomination and majority vote annually at the regular meeting held in January. ~~The inaugural slate of officers shall be elected for a term until January, 2015 or~~

~~such shorter term as the Board deems appropriate, after which the annual terms shall be in effect.~~

1-1.006 Meetings.

1. Regular Meetings

The Board shall meet once each month, on the second Thursday of the month at 9:00 a.m. so long as there is business to conduct. All regular meetings shall be held at the Authority's offices at 4974 ORL Tower Road, Orlando, Florida 32807. The date, time and place of meetings may be changed by the Board from time to time provided the notice requirements set forth below have been satisfied.

2. Special and Emergency Meetings

Special and Emergency Meetings may be called by (1) the Chairman at his/her discretion or (2) in the absence or incapacity of the Chairman by the Vice Chairman or (3) by any five (5) or more Board members during a Board meeting or (4) at the discretion of the Executive Director upon a request from a Board member.

1-1.007 Notice.

1. Notice Required for Regular and Special Meetings or Hearings

A. Written notice of regular and special meetings or hearings shall be electronically mailed to each Board member at least seven (7) days prior to the meeting date. A copy of such notice shall be prominently displayed in the Authority offices and shall also be given by the Authority to the appropriate persons at Orange County, Lake County, Osceola County, Seminole County and at the City of Orlando to be displayed in a prominent place in the various County Administration Buildings and at Orlando City Hall at least seven (7) days prior to the meeting. In addition, notices shall be electronically mailed to all persons who, at least fourteen (14) days prior to such mailing, have requested advance notice of Authority proceedings.

B. In addition, pursuant to Section 189.015, Florida Statutes, the Authority shall publish a schedule of its regular meetings which shall be filed in January of each year with Orange, Lake, Osceola, Seminole Counties and the City of Orlando. The schedule shall be published annually in January in a newspaper of general paid circulation in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall appear

in a newspaper that is published at least five (5) days a week and be one of general interest and readership in the community and not one of limited subject matter.

2. Form of Notice for Regular and Special Meetings or Hearings

The notice for regular and special meetings or hearings shall state:

(1) The date, time and place of the meeting.

(2) A brief description of the purpose of the meeting and the business to be transacted.

3. Notice for Emergency Meetings or Emergency Hearings

By their very nature, Emergency Meetings and Emergency Hearings may preclude advance notice. However, reasonable efforts (electronic mail, telephone, fax and hand delivery) shall be made to notify all Board members in advance of the Emergency Meeting or Emergency Hearing. Reasonable efforts shall also be made prior to Emergency Meeting to provide notice by issuing press releases and to give notice to persons who have requested advance notice of Authority meetings by electronic mail. The notice requirements in 1-1.007(1) and (2) above shall not apply to Emergency Meetings or Emergency Hearings. If practicable, notices shall be posted at Authority offices, the Orange, Lake, Osceola and Seminole County Administration Buildings and Orlando City Hall. Following an Emergency Meeting or Emergency Hearing the Authority shall forward to all persons entitled to receive notice of regular, annual and special meetings a notice of the date, time and place of the Emergency Meeting or Emergency Hearing, a statement explaining why it was held and the action taken. All actions taken at an Emergency Meeting or Emergency Hearing are void unless ratified by the Board at the next regular meeting.

1-1.008 Agendas for Regular and Special Meetings or Hearings.

1. Advance Preparation Required

An agenda for each regular and special meeting or hearing shall be prepared by the Authority sufficiently in advance of the meeting or hearing to ensure that an electronic copy of the agenda may be received seven (7) days before the meeting by all Board members and any person who has requested a copy and pays the reasonable cost thereof, if any.

2. Agenda Items

A. The Executive Director shall be responsible for preparing the agenda. Any Board member with an item to be placed on an agenda shall provide the item in writing, together with any backup information, to the Executive Director no later than 12:00 Noon on the eighth calendar day preceding the Board meeting. Such items shall be placed on the next upcoming meeting agenda unless the Board member agrees to a postponement or to withdraw the item. The Executive Director shall provide the Board members a reminder via electronic mail of the deadline date for the agenda items.

B. The Executive Director or any Board member may add an item to an agenda that has been made available to Board members and the public no later than noon on the third business day prior to the meeting date. The Executive Director shall provide an amended agenda electronically to the Board members and all persons who, at least fourteen (14) days prior to such mailing, have requested advance notice of Authority proceeding by close of business on that same day.

3. Form of Agenda

The agenda shall list the items to be resolved at the meeting, in the order in which they are to be considered. For good cause stated, items may be taken out of order with the approval of the Chairman or presiding officer. The form of agenda shall be substantially as follows, subject to change from time to time by the Board:

DATE, TIME AND PLACE OF MEETING LOCATION

(1) Call to order

(2) Public Comment

(3) Review and approval of Minutes of Preceding Meeting

(4) Approval of Consent Agenda

(5) Chairman's Report

(6) Treasurer's Report

(7) Executive Director's Report

~~(5)~~(8) Regular Agenda: Separate Motion

~~(6) Public Hearing~~

~~(7) Chairman's Report~~

~~(8) Treasurer's Report~~

~~(9) Executive Director's Report~~

~~(10)~~(9) Board member Comment

Notice that the meeting is open to the public and that any person who decides to appeal any decision made at the meeting will need a record of the proceedings and that for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes testimony and evidence upon which the appeal is to be based per Florida Statutes 286.0105.

1-1.009 **Authority Board Meeting Minutes.**

The Executive Assistant of the Authority shall keep the official minutes of the Authority, transcribe them into writing and have them approved at the next subsequent meeting. The minutes shall indicate who made each motion and how each Board member voted.

The minutes of each meeting of the Authority, when approved, shall be the original and controlling record of the meeting. Before being submitted for approval, staff shall provide the Board members a draft copy in advance of the next scheduled meeting.

1-1.010 **Quorum and Voting.**

A quorum at any meeting shall require the physical presence of at least five Board members. A quorum shall be required for the conducting of all official business. The vote of the majority of the members present at a meeting where a quorum exists (with at least five members casting an affirmative vote) shall be necessary for any action taken by the Authority. Due to scheduling conflicts or illness a Board member may appear by telephone and vote on Authority matters where a quorum is physically present not to exceed three meetings per calendar year. The participating absent Member must be able to hear all participants in the meeting and be heard by all participants.

A. Voice Votes; Roll Call Votes. Except as provided otherwise in this Section, all votes shall be taken by an "aye" or "no" vote (voice vote)

unless it is determined by the Chairman or a Board member that a roll call vote would be in order.

1. A Roll call vote shall be taken by alphabetical order, with the Chairman voting last.

2. When a roll call vote is called, after the Chairman has made clear the motion, the Executive Assistant ~~clerk~~ shall be directed to call the roll; no member shall be entitled to speak on the motion, nor shall any motion be in order until such roll call is completed and the result announced by the Chairman.

B. Proper Voting. All voice votes shall be taken requesting those in favor to say "aye" and those opposed to say "no." A vote requesting those in favor to say "aye" and those opposed "like sign" (meaning "aye") shall not be used.

C. Regardless of the number of Board members voting, an affirmative vote of five (5) members of the Board shall be required to pass any agenda item, F.S. 348.753(4)(a).

D. Abstentions. Neither the Chairman nor any other Board member who is present at any meeting of the Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling, or act, and a vote shall be recorded for each such Board member present, except when, with respect to any such member, there is or appears to be a possible conflict of interest, in which case the Board member shall comply with Section 112.3143 of Florida Statutes or other applicable law.

1-1.011 Public Comment.

The right to be heard and the right to public input is hereby endorsed and adopted as follows: Any citizen has the right to appear before the Board on a non-agenda item or an agenda item for the presentation, adjustment or determination of an issue, matter or request within the Board's authority and jurisdiction, so far as the orderly conduct of public business permits. Matters shall be reasonably scheduled for the convenience of the general public, so that the public may know when a matter has been scheduled. Each speaker shall be limited to three minutes unless otherwise extended by the Chairman. The provisions of this subsection, however, shall not be construed to supersede, supplement, or modify any citizen participation process established in state law for public hearings before the Board, such as the procedures for quasi-judicial hearings. Nor shall the provisions of this subsection be used to avoid, supersede or modify the Authority's

procurement rules, including, but not limited to, the "protest process" and the "black-out period."

The Authority's staff is directed to prepare the appropriate forms for a Public Comment Request by citizens which forms shall be made available both on the Authority's internet website and in the lobby area outside the Board's meeting room.

Speakers must be courteous and non-disruptive. If a person continues disruptive behavior after being asked to stop, the Chairman may take appropriate action.

1-1.012 Committees of the Board.

The Board may create standing committees for specific areas of the Authority. The policies, procedures and appointment method shall be approved by the Board when a standing committee is created.

Part II - Motions

1-1.013 Motions To Be Stated by the Chairman.

No motion or resolution shall be adopted until the motion or resolution, in substance, is stated by the Chairman.

1-1.014 Main Motion.

A main motion shall be a motion whose introduction brings business before the Board. A second is required.

1-1.015 Motion to Amend.

If a member feels that the main motion might be more acceptable in another way, other than the way presented, the member may amend in either of the two ways presented:

A. By consent of the members. The Chairman, or another member through the Chairman, may ask if certain changes may be made to the motion. If there are no objections from the members, the motion will stand as changed (amended). If there are no objections, the second shall remain. ("No objection" implies that the person seconding the motion agrees.) The main motion shall then be as it was changed (or amended by general consent). If there is an objection from any member, a second to the amendment shall be required and a vote taken. There may be

discussion to the amendment at that time, and an affirmative vote of five members shall be required to pass the amendment.

B. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way (e.g., insert, add words or paragraph, strike out words or paragraph, or strike out and insert words or paragraphs). If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes by an affirmative vote of five members, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

1-1.016 Call the Question (Previous Question) or Motion to End Discussion/Debate.

A member of the Board may "call the question" (a motion to end debate) when it is clear that further discussion is unnecessary. A second is required, and no discussion may be allowed on this motion. An affirmative vote of five members shall be required to pass this motion.

1-1.017 Motion to Reconsider.

If in the same meeting new information or changed situations make it appear that a different result might reflect the will of the Board, a member may move to reconsider the vote. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision, but simply propose that the motion be reopened for discussion and re-vote. The motion to reconsider may be made by any member of the prevailing side of the vote. A second shall be required, and there may be discussion as to the reasons for reconsidering. An affirmative vote of five members shall be required to pass this motion.

1-1.018 Motion to Rescind.

If a Board member wishes to annul an action taken at a previous meeting, the motion to rescind may be used, subject to the restrictions in this rule. A request to annul an action by a Board member is required to be noticed and placed on an agenda. The Board member making this request shall make a motion to rescind and a second is required. Discussion can go into the merits of the motion involved in rescinding. Once the previous action is rescinded by an affirmative vote of five members, the question of whether a further motion and vote is needed will depend on the circumstances.

1-1.019 Point of Order.

A member may call for a point of order if he/she believes that the Chairman has failed to notice a breach in the Rules. This point of order shall require the Chairman to make a ruling on the question involved. The General Counsel, or his/her designee in his/her absence, shall serve as parliamentarian and shall advise and assist the Chairman and the Board on matters of Board procedure.

1-1.020 Recess.

A recess may be taken as it appears on the agenda or at any time by the Chairman when he/she deems it advisable, or by a motion from a member. If the motion is made by a member, a second shall be required and an affirmative vote of five members is required.

Part III - Amendment, Review and Effective Date

1-1.021 Robert's Rules.

The rules contained in the 11th edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these Rules of Procedure for Board meetings, special rules of order the Board may adopt, and the laws of the State of Florida.

1-1.022 Amendments and Revisions.

These rules may be amended or revised by an affirmative vote of five (5) or more members of the Board at a regular or special meeting.

1-1.023 Review.

The Board shall institute a review of the rules at least every two years.

1-1.024 Effective Date, Repeal and Codification.

These Rules of Procedure shall be effective upon adoption, and shall be codified as Chapter 1-1 of the Authority's permanent rules.

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 19, 2016

RE: Approval of Contract Renewal with
Stantec Consulting Services, Inc., for Construction Management Consultant Services
Contract No. 001033

Board approval is requested for the first renewal of the referenced contract with Stantec Consulting Services, Inc., in the amount of $1,500,000.00 for a one year period beginning October 14, 2016 and ending on October 13, 2017. The original contract was two years with three one-year renewals.

Original Contract Amount	$3,000,000.00
First Renewal	$1,500,000.00
Total	$4,500,000.00

The services to be provided by Stantec Consulting Services, Inc. under this renewal include furnishing Construction Management Consultant services as required by CFX.

Reviewed by:
for Ben Dreiling
Director of Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001033

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of August, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Stantec Consulting Services, Inc., herein after called the "Consultant."

WITNESSETH

WHEREAS, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") dated July 10, 2014, with a Notice to Proceed date of October 14, 2014, whereby CFX retained the Consultant to furnish Construction Management Consultant (CMC) Services required by CFX; and

WHEREAS, pursuant to Article 3 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 a first renewal of said Original Agreement beginning the 14th day of October, 2016 and ending the 13th day of October, 2017 at the cost of $1,500,000.00, which amount restates the amount of the Original Agreement.

Consultant states that, upon its receipt and acceptance of Final Payment for Services renders under the Original Contract ending October 13, 2016, the Consultant shall execute a "Certificate of Completion of the Original Contract and Acceptance of Final Payment" that waives all future right of claim for additional compensation for services rendered under the Original Contract ending October 13, 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.

CONSULTANT

BY: _____
Authorized Signature

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Legal Approval as to Form

_____
General Counsel for CFX

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
STANTEC CONSULTING SERVICES, INC.

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
CONTRACT NO. 001033

CONTRACT DATE: JULY 10, 2014
CONTRACT AMOUNT: $3,000,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, AND PROJECT ORGANIZATIONAL CHART

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES AND PROJECT ORGANIZATIONAL CHART

FOR

CONSTRUCTION MANAGEMENT CONSULTANT SERVICES

CONTRACT NO. 001033

SEPTEMBER 2014

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
Diane Guitierrez- Scaccetti, Non-Voting Advisor

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
CONTRACT NO. 001033

THIS AGREEMENT, made and entered into this 10th day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called the "AUTHORITY" and STANTEC CONSULTING SERVICES, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 11315 Corporate Boulevard, Suite 105, Orlando, Florida 32817.

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

WITNESSETH:

1.0 The AUTHORITY does hereby retain the CONSULTANT to furnish Construction Management Consultant (CMC) services required by the AUTHORITY. The AUTHORITY has a core staff of CEI management personnel and is engaging the CONSULTANT to provide support personnel on an as-needed, per project basis. Support personnel required by the AUTHORITY may include, but are not necessarily limited to, Project Administrator, Contract Support Specialist, Senior Inspector, Inspector, Asphalt Plant Inspector, Inspector's Aide, Survey Party Chief Instrument Man, Rod Man/Chain Man, Environmental Specialist, Casting Yard Engineer, Senior ITS Inspector, ITS Inspector.

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a two (2) year term from the date of the Notice to Proceed. Renewal of this Agreement for up to ~~two~~ three one-year renewals periods may be exercised by the AUTHORITY at its sole discretion. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs.

4.0 PROFESSIONAL STAFF

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

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes providing CEI services for a variety of AUTHORITY projects including, but not necessarily limited to, roadway and bridge construction, landscaping construction, fence construction, signing construction, roadway lighting construction, drainage modifications/construction, utility construction, and toll facility renovations/modifications/construction.

7.0 COMPENSATION

The AUTHORITY agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Bills for fees or other

compensation for services or expenses shall be submitted to the AUTHORITY in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

8.0 COMPLIANCE WITH LAWS

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to exclude any significant sums where 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.

10.0 TERMINATION

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

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

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

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

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

The AUTHORITY reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the AUTHORITY, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the AUTHORITY. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 6.0 hereof. The AUTHORITY also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The AUTHORITY further reserves the right to suspend the qualifications of the CONSULTANT to do

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

11.0 ADJUSTMENTS

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

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

procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

13.0 HOLD HARMLESS AND INDEMNIFICATION

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

damage, cost, charge or expense arising out of any act, error, omission or negligent act by the AUTHORITY or any of its officers, agents or employees during the performance of the Agreement.

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

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

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and defend the

AUTHORITY against any claim, suit or proceeding brought against the AUTHORITY which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages and costs awarded against the AUTHORITY.

14.0 THIRD PARTY BENEFICIARY

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

15.0 INSURANCE

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

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

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

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

which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers'

Compensation policy shall be endorsed with a waiver of subrogation in favor of the AUTHORITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

Any deductible or self-insured retention must be declared to and approved by the AUTHORITY.

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

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of the AUTHORITY to

demand such certificate or evidence of full compliance with these insurance requirements or failure of the AUTHORITY to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

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

16.0 COMMUNICATIONS

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

17.0 STANDARD OF CONDUCT

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

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

18.0 DOCUMENTED ALIENS

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

19.0 CONFLICT OF INTEREST

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

20.0 SEVERABILITY

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

21.0 GOVERNING LAW AND VENUE

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

22.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

IN WITNESS WHEREOF, the CONSULTANT and the AUTHORITY have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by the Authority's Board of Directors at its meeting on July 10, 2014.

STANTEC CONSULTING SERVICES, INC.

BY: _____
Authorized Signature

Title: VICE-PRESIDENT

ATTEST: Jessica Perez (Seal)
Secretary or Notary

JESSICA PEREZ
Notary Public - State of Florida
My Comm. Expires Jun 15, 2018
Commission # FF 132431

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Approved as to form and execution, only.

General Counsel for the AUTHORITY

Joseph Passiatore

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT CONSULTANT
CONTRACT NO. 001033

1.0 PURPOSE

This Scope of Services describes and defines the services which shall be provided by the Construction Management Consultant (CMC) in connection with the construction of various projects for the Central Florida Expressway Authority (the Authority).

2.0 OVERVIEW OF SCOPE OF SERVICES

2.1 The CMC shall provide a resource pool of technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under the Contract are effectively and efficiently carried out. Services to be provided by the CMC include, but are not necessarily limited to, construction program management and independent oversight of construction process and the construction engineering and inspection consultants (CEI) hired by the Authority.

2.2 The Authority will request CMC services on an as-needed basis. Services to be provided will be initiated and completed as directed by the Authority's Director of Construction and Maintenance. The Authority does not guarantee that any or all of the services described herein will be assigned during the term of the Agreement. Further, the CMC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services performed by other consultants or Authority staff.

2.3 The Authority may, at its discretion, provide the CMC with a description of roadway and bridge construction projects the Authority intends to assign to the CMC on a recurring12 month period following the commencement of this Contract. Based on the number of projects assigned and the level of service required, the CMC shall prepare and submit to the Director of Construction and Maintenance a budget for the year including a staffing plan (by classification), man-hour estimate and price proposal for labor (using approved hourly rates) and expenses. Once negotiations have been completed and a budget amount is agreed upon for the year, a "Letter of Authorization" will be issued by the Director of Construction and Maintenance specifying the staffing levels, projects to be assigned and the agreed budget amount. This process will be followed each year thereafter, during the term of the Agreement including options.

No work shall commence by the CMC on a project until the CMC has received a letter of authorization from the Authority and has accepted in writing said authorization.

2.4 All communication and correspondence between the Construction Contractor and the Authority, the GEC, the CMC, or the Engineer of Record shall be through the CEI.

3.0 DEFINITIONS

Wherever used in this Scope of Services or in the other contract documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

3.1 **Authority** - The Central Florida Expressway Authority.

3.2 **Claim** - A request for adjustment in Contract time or price, change order requests, proposal requests open to challenge and a matter in dispute.

3.3 **Construction Contract** - The construction work awarded under separate contract by the Authority to a contracting firm or firms.

3.4 **Construction Contractor** – The construction firm awarded a contract to do the construction work constituting a project.

3.5 **Construction Engineering & Inspection (CEI)** Consultant - The firm employed by the Authority to observe the progress and quality of the Work being performed by the Construction Contractor. The CMC is tasked with oversight of the services provided by the CEI. The CMC may be tasked with providing management and guidance of the CEI Consultant.

3.6 **Construction Management Consultant (CMC)** - The firm with whom the Authority has entered into the Contract to provide Construction Management services.

3.7 **Contract (Agreement)** - The written agreement between the Authority and the CMC setting forth the obligations of the parties thereto.

3.8 **Contract Documents** – The Agreement with attachments and any Supplemental Agreements required to complete the Services.

3.9 **Director of Construction and Maintenance** - Director of Construction and Maintenance employed by the Central Florida Expressway Authority, acting directly or through an authorized representative.

3.10 **Dispute** - A claim that cannot be resolved by the parties to the Contract without the intervention of an independent third party.

3.11 **Engineer of Record** - The professional engineer or engineering firm, contracted with by the Authority and registered in the State of Florida, who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the plans and specifications.

3.12 **General Engineering Consultant (GEC)** - The engineering firm under contract to the Authority to provide general engineering services for the Authority.

3.13 **FDOT** - State of Florida Department of Transportation

3.14 **Plans** - The drawings which show the scope, extent, and character of the work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

3.15 **Quality Assurance** - The procedures and process for evaluating the performance and effectiveness of Quality Control, with the mutual goal of guarding against defects and deficiencies before and during the execution of the work. It includes submittals, testing, certifications, documentation and other actions to verify that the proposed products and services will meet the Contract requirements.

3.16 **Quality Control** - The procedures for evaluating completed activities and elements scheduled for incorporation into the work for conformance with Contract requirements. Procedures include testing and inspection required by the Contract and or outlined in the Quality Control Plan.

3.17 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, and Special Provisions of the Authority; the FDOT Standard Specifications for Road and Bridge Construction, project specified edition, as may be amended by the Authority.

3.18 **State** - State of Florida

3.19 **Supplemental Agreement** - A written agreement between the Authority and the CMC modifying the Contract.

4.0 CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANTS

4.1 The CMC shall be responsible for independent verification oversight of services provided by the CEI(s) under contract to the Authority to observe and inspect the progress, quality control and quality assurance of the Work being performed by the Construction Contractor.

4.2 The CMC shall provide qualified technical and administrative personnel in appropriate numbers to verify that all construction engineering, verification testing and contract administration activities performed by the CEI are in accordance with the guides, standards, procedures and directives that are a part of the Contract and generally accepted best management practices. The CMC shall be totally familiar with Authority and Florida Department of Transportation standard procedures and practices for construction engineering and inspection.

5.0 CONSTRUCTION CONTRACT ADMINISTRATION

5.1 The CMC shall further the development of the Authority's Construction Contract Administration Procedures Guide for use and implementation by each CEI which addresses: documentation and monitoring of construction activities that assures the Authority the provisions of the Construction Contract(s) are being reasonably fulfilled; continuity of involvement of the Authority's GEC and Engineer of Record in submittal reviews, document interpretations, and construction observations to verify that the requirements of the Construction Contract are being reasonably met; a structure for the Construction Contractor to organize project procedures and ensure a common understanding of the lines of communication among all participants; claims/disputes identification, notification, documentation and resolution. The reporting relationships and responsibilities of the Authority, the GEC, the Engineer of Record, the CEI, the CMC, and the Construction Contractor shall be clearly identified in the Guide.

5.2 The procedure shall be further developed and implemented through the use of a Construction Contract Administration Procedures Guide which shall include, as a minimum, the following sections:

Communications between Construction Contractor and Authority, GEC, Engineer of Record, CEI and CMC.

Document control including filing system and appropriate forms.

Meeting templates including preconstruction conferences, progress meetings, pre-installation conferences, and closeout conferences.

Submittals including logs and files, submittal processing, preconstruction submittals, construction submittals, and construction closeout submittals.

CEI procedures and reporting.

Construction document interpretations and modifications.

Owner-furnished materials procedures.

Claims and disputes (with Disputes Resolution Board Process)

Measurement and payment including schedule of values, progress payments and liquidated damages.

Independent assurance/quality assurance/quality control.

Project closeout.

Post-construction activities.

Feedback system.

5.3 The CMC shall further the development of the Emergency Response Manual for use and implementation by each CEI reporting to the Authority. The manual shall provide procedures for situational analysis, mobilizing personnel and equipment, information to the public, taking protective action, assessing damage, record keeping, planning recovery/restoration, and coordinating emergency response activities. A draft of the updated manual shall be submitted to the Authority within 75 days after the date of the Notice to Proceed. The Authority will review and comment on the guide and if within 15 days after receipt of the draft from the CMC, provides any comments. The CMC shall make revisions based on the Authority's comments and shall submit a final manual within 10 days after receipt of the Authority's review comments. If no comments are made by the Authority within 15 days, the Manual shall be considered final and distributed to all CEI consultants.

6.0 GEOTECHNICAL SERVICES

6.1 Geotechnical Engineering and Construction Materials Testing services will be provided by the Authority under separate contract(s). The Authority's geotechnical consultant, under the direction of the CMC, will perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated into the project are in conformity with the plans, specifications and contract provisions. The CMC shall verify that the minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variations are met.

6.2 The CMC shall verify that documentation reports on sampling and testing have been submitted by the CEI to responsible parties during the same week that the construction work is done or as otherwise directed by the CMC.

6.3 The CMC shall verify the CEI is providing appropriate surveillance of the Construction Contractor's Quality Control activities at the project site in regard to concrete and is performing verification sampling at the specified frequency.

7.0 COST ESTIMATES AND SCHEDULING

7.1 The CEI will be responsible to review, evaluate, and make recommendations to the Authority on cost estimate information associated with claims, proposal requests, schedule of values, payment requests, change orders, allowance distribution, stored materials, reduction or release of retainage, final payment, payment of Construction Contractor debts and claims. The CMC shall disseminate the information and make final recommendations to the Authority.

7.2 The CEI will be responsible to review and evaluate Construction Contractor progress schedules and submittal schedules (shop drawings, coordination drawings, product data, samples, QA/QC) to determine whether the schedules meet specified construction contract time requirements, and if sufficient time has been allowed for submittal processing. The CMC shall review all CEI evaluations.

8.0 UTILITY/ENVIRONMENTAL COORDINATION

8.1 The CEI will be responsible to coordinate activities between affected utilities and the Construction Contractors. The CMC shall act as facilitator and expediter between environmental permitting agencies and the Authority, the GEC, the Engineer of Record, and the Construction Contractors.

8.2 The CEI will be responsible to coordinate utility relocation construction including, but not limited to: scheduling and conducting preconstruction meetings; monitoring relocations; inspecting relocation construction work performed by utility contractors when such relocation is covered by reimbursement agreements with the Authority. The CMC shall provide oversight and recommendations to the CEI.

8.3 The CMC shall provide support to the CEI for the investigation, handling and disposal of hazardous materials.

9.0 CLAIMS/DISPUTES EVALUATION AND RESOLUTION

It is the Authority's objective to avoid having the uncertainties of unresolved questions, issues, or claims or disputes adversely affect the Construction Contractor's planning, scheduling, and performance of the Work on a project. With that objective in mind, the CMC shall verify that all CEIs are familiar with the Authority's Claims/Disputes Resolution Procedure included in the Contract for individual projects. The CMC shall participate as and when requested by the Authority in the Disputes Resolution Process and in any arbitration proceedings arising from unresolved disputes.

10.0 INDEPENDENT ASSURANCE OF QUALITY CONTROL REQUIREMENTS

10.1 The quality of workmanship required for each construction project is established in the construction contract documents. Construction specifications define the qualitative requirements for products, materials and workmanship upon which the construction contract is based. Tolerances are specified for certain construction items. In the absence of a specified tolerance, industry standards should be used.

10.2 The CEI will be responsible to develop, prepare and implement a process to review, evaluate and enforce the qualitative requirements of the construction specifications. The intent and goal of the process will be to assure that defects are avoided from the beginning of the work.

10.3 The CMC shall provide independent assurance to the Authority that the CEI's process to review and evaluate qualitative requirements established by the construction specifications is being applied consistent with good engineering practices and that enforcement measures, if required, are sufficient to assure compliance by the Construction Contractor.

11.0 SURVEY

The CMC, if requested, shall perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the Construction Contractor's survey layout work.

12.0 PLANS REVIEWS

12.1 At the 100% and bid design phases of roadway and bridge construction projects, the CMC shall perform constructability review of plans and provide suggestions/recommendations regarding the need/desirability for

owner-furnished materials, pay item descriptions and limits, specification refinements, maintenance of traffic options, etc.

12.2 During construction, the CEI will be responsible to review construction phasing, maintenance of traffic, detour sequencing, equipment clearances, appropriate dimensions and tolerances. The CMC shall evaluate the CEI's review comments and make suggested changes/revisions if appropriate.

13.0 CMC'S OFFICE AND EQUIPMENT

13.1 The CMC shall establish a central office for core staff and administration personnel within the Authority's Headquarters building. The Authority will provide office space to the CMC including desks, chairs, tables, bookcases, file cabinets, calculators, personal computers with software and printers, telephones, copy machines, fax machine and electronic equipment. The CMC shall execute a Zero Dollar Lease with the Authority covering the office space to be provided.

13.2 Individual field offices for the CEI's resident engineers and staff will be established by the CEI based on the Construction Contract Administration Procedure Guide.

13.3 Expenses for operation of the CMC's office such as stamps, postal costs, permits, inspections, survey books, etc., will be the responsibility of the CMC.

13.4 The CMC shall furnish equipment including vehicles, tools, cell phones, etc., to carry out its responsibilities as required by this Scope of Services.

13.5 All equipment and supplies mentioned herein and other articles of the Contract furnished by the CMC shall remain the property of the CMC.

13.6 The CMC shall retain responsibility for risk of loss or damage to its office content, furnishings and equipment during performance of the Contract.

14.0 OTHER SERVICES

14.1 The CMC shall, upon written authorization by the Authority, perform any additional services not otherwise identified in the Contract as may be required by the Authority in connection with the project. The following items are not included as part of the Contract, but may be required to supplement the CMC's services under the Contract.

14.1.1 The CMC shall, upon review, approval and written authorization by the Authority, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

14.1.2 The CMC shall, upon written request by the Authority, assist in preparing for Dispute Resolution Board meetings, arbitration hearings or litigation that occur during the term of the Contract in connection with the projects covered by the Contract.

14.1.3 The CMC shall, upon written request by the Authority, provide qualified engineers, architects, technicians and other personnel, as required, to serve as witnesses, provide exhibits and otherwise assist the Authority in any litigation or arbitration hearings in connection with the project contracts.

14.1.4 The CMC shall, upon written request by the Authority, provide off-site inspection services.

15.0 POST CONSTRUCTION CLAIMS REVIEW

In the event a Construction Contractor for a project submits a claim for additional compensation and/or time after the CMC has completed its work under the Contract, the CMC shall, at the written request from the Authority, analyze the claim, prepare a recommendation to the Authority covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim.

16.0 TERM OF CONTRACT

Work shall commence upon issuance of the written Notice to Proceed from the Director of Construction and Maintenance. The Contract term will be two (2) years from the date established in the notice with options to extend the Contract for two 1 year periods. Exercise of the options may be made at the discretion and election of the Authority by the Authority providing written notice of its exercise to the CMC at least 90 days prior to the expiration of the initial two year Contract Term and the first option period if applicable. If the CMC can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of the option would be inequitable, the CMC may refuse the Authority's exercise of the option. Such refusal must be communicated to the Authority in writing within 30 days from the date the CMC receives the Authority's notice of intent to exercise the option. The CMC shall provide to the Authority within that same 30 day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the CMC may propose revisions to the terms and conditions of

the Contract, including the need, if any, for financial adjustments. In the event that revisions proposed by the CMC are agreed to by the Authority, such revisions will be incorporated in a Supplemental Agreement to the Contract. If the Authority does not agree to the CMC's proposed revisions, the Authority will not exercise the option to extend the Contract.

END OF SCOPE OF SERVICES

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

Central Florida Expressway Authority
CONSTRUCTION MANAGEMENT CONSULTANT (CMC)
Contract No. 001033

1.0 PURPOSE

This Exhibit defines the method and limits of compensation to be made to the CONSULTANT for the services described in **Exhibit "A"** (Scope of Service) and method by which payments shall be made.

2.0 COMPENSATION

For satisfactory completion of all services detailed in **Exhibit "A"** (Scope of Services) of this Agreement, the AUTHORITY will pay the CONSULTANT a Total Maximum Limiting Amount not to exceed $3,000,000.00. It is agreed that this amount will be the limit of all compensation due the CONSULTANT for completion of the services identified in **Exhibit "A"** and quantified in **Exhibit "C"**.

2.1 SUMMARY OF COMPENSATION

The Total Maximum Limiting Amount will consist of the following:

- Salary Related Costs (Limiting Amount) (Field Services) A limiting amount for salary related costs including salary and wages for "straight time", "straight overtime", and applicable administrative overhead and payroll burden costs. The amounts for the Consultant is as follows:

	$2,087,235.48

- Fixed Fee/Operating Margin.(Field Services)

(Limiting Amount)	$250,468.26

- Direct Project Expenses (As Identified)

Miscellaneous Mobilization Expenses (Lump Sum paid on first invoice)	$3,332.53
Vehicles, Operating Costs, Tolls and Mobile Communications (Limiting Amount) (Billed Hourly for each vehicle-phone combination up to a max. 160 hrs. per month of vehicle presence on the jobsite.) $6.64/hr Program Manager $7.88/hr Program Administrator $7.06/hr Program Support Specialist $7.06/hr Senior IA Inspector	$141,092.44

Contingency (Allowance) The parties recognize that: final construction project durations have not been firmly established; no escalation of salaries has been included; and that bids have not yet been received that establish the value of construction, and therefore have included a contingency to be expended at the sole discretion and prior authorization of the Authority

Contingency (Allowance)	$517,871.29

2.2 DETAILS OF COMPENSATION

LUMP SUM AMOUNTS

Miscellaneous Mobilization Expenses (Lump Sum)

The CONSULTANT will receive the total lump sum payment for Miscellaneous Mobilization Expenses during the first billing cycle.

LIMITING AMOUNT ELEMENTS

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

Salary Related Costs (Limiting Amount)

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

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

Straight overtime cost is the portion of overtime compensation paid to an employee at the regular hourly rate. There is no Premium overtime allowed on this contract. Straight overtime may be authorized at the discretion of the Director of Construction and Maintenance and then only in writing.

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

Operating Margin (Limiting Amount)

The CONSULTANT will receive progress payments based on a percentage of 12% of the Salary Related Costs

3.0 INVOICING PROCEDURE

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

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

4.0 RATE ESCALATION PROVISION

The Contract does not contain any rate escalation provision. Unless otherwise agreed to by the Authority, the established billable rates of compensation shall remain in force throughout the term of the Contract. However, the Authority will review pertinent published relevant cost / price indexes and market conditions in December of each year to determine if an increase is appropriate. Likewise, if it is apparent that a given negotiated rate is not serving the intended purpose, renegotiation of that rate may occur if both parties agree to do so.

END OF SECTION

EXHIBIT C

DETAILS OF COST AND FEES

Exhibit C
Details of Cost and Fees
SUMMARY FEE SCHEDULE
STANTEC CONSULTING SERVICES, INC.

'X CMC 2 Yr. Contract (2014_2016)

September 17, 2014

CLASSIFICATION	Personnel	MAN MONTHS Year 1	MAN MONTHS Year 2	MANHOURS Year 1	MANHOURS Year 2	BUDGETED HOURLY RATE Year 1	BUDGETED HOURLY RATE Year 2	SALARY COSTS Year 1	SALARY COSTS Year 2
CMC Program Director	Pellarin	6.00	6.00	990.00	990.00	$71.49	$74.35	$70,775.10	$73,606.50
gram Administrator	Schawe	12.00	12.00	1980.00	1980.00	$46.20	$48.05	$91,476.00	$95,139.00
gram Support Specialist / Senior IA Inspector	Alford	12.00	12.00	1980.00	1980.00	$45.80	$47.63	$90,684.00	$94,307.40
Senior IA Inspector	Eaton	12.00	12.00	1980.00	1980.00	$32.37	$33.66	$64,092.60	$66,646.80
tract Support Specialist	Crews	12.00	12.00	1980.00	1980.00	$40.00	$41.60	$79,200.00	$82,368.00
nior IA Inspector	TBD	7.00	8.00	1155.00	1320.00	$32.00	$33.28	$36,960.00	$43,929.60
Senior IA Inspector	TBD	4.00	7.00	660.00	1155.00	$32.00	$33.28	$21,120.00	$38,438.40
		65.00	69.00	10725.00	11385.00			Year 1&2 Summary	
DIRECT LABOR AND EXPENSE COSTS								$948,743.40	
(2) OVERHEAD & FRINGE @133.11%				Capped at 120%				$1,138,492.08	
SUBTOTAL								$2,087,235.48	
(4) FIXED FEE (12% LUMP SUM) OF BURDENED LABOR								$250,468.26	
SUBTOTAL								$2,337,703.74	
(6) FCCM (.285% OF DIRECT LABOR)				Not Allowed				$0.00	
SUBTOTAL - BURDENED LABOR								**$2,337,703.74**	
(8) TOTAL MONTHLY CONSUMABLE EXPENSE COSTS								$141,092.44	
MOBILIZATION EXPENSES								$3,332.53	
(10) SUBTOTAL - EXPENSE COSTS								**$144,424.97**	
CONTINGENCY								$512,871.29	
(12) TOTAL CONTRACT AMOUNT								**$2,995,000.00**	

Exhibit C
Details of Cost and Fees

(8) TOTAL MONTHLY CONSUMABLE EXPENSE COSTS
STANTEC CONSULTING SERVICES, INC.

CFX CMC 2 Yr. Contract (2014_2016) September 17, 2014

All prices contained in this sheet are per the 2/18/2014 Vehicle Expense Allowance Guidelines contained in the 3/6/2014 FDOT Negotiation Handbook.

VEHICLES

Title	Months	Unit Price	Totals
CMC Program Director	12.0	$558.00	$6,696.00
Program Administrator	24.0	$558.00	$13,392.00
Program Support Specialist / Senior IA Inspector	24.0	$381.00	$9,144.00
Senior IA Inspector	24.0	$381.00	$9,144.00
Senior IA Inspector	15.0	$381.00	$5,715.00
Senior IA Inspector	11.0	$381.00	$4,191.00
Total Months	110.00	Subtotal	$48,282.00

Total Vehicle Costs **$48,282.00**

VEHICLE OPERATING EXPENSES

Insurance @ $175.75/month x 110 months	$19,332.50
License & Tags @ $6.44/month x 110 months	$708.40
Tolls @ 22 days/month @ $10 day x 98 months	$21,560.00
Tolls @ 10 days/month @ $10 day x 12 months *(CMC Director)*	$1,200.00
Subtotal -	$42,800.90

Mileage Calculations Title		Monthly Operating Expense	Prorated Months	Mileage Expense
CMC Program Director	800 miles/Month	$ 174.16	12.0	$2,089.92
Program Administrator	1200 miles/Month	$ 261.24	24.0	$6,269.76
Program Support Specialist / Senior IA Inspector	1200 miles/Month	$ 261.24	24.0	$6,269.76
Senior IA Inspector	1200 miles/Month	$ 261.24	24.0	$6,269.76
Senior IA Inspector	1200 miles/Month	$ 261.24	15.0	$3,918.60
Senior IA Inspector	1200 miles/Month	$ 261.24	11.0	$2,873.64
			Subtotal -	$27,691.44
			Subtotal -	$70,492.34

Contract Support Specialist		Standard Mileage Rate		
Mileage for Office Visits	250 miles/month	0.56	24.00	$3,360.00
Tolls associated with office visits	$100 per month		24.00	$2,400.00
			Contract Support Specialist Operating Expenses -	$5,760.00

Total Vehicle Operating Expenses **$76,252.34**

MOBILE PHONES AND AIR CARD

Title	Months	Unit Price	Totals
CMC Program Director	12.0	$68.89	$826.68
Program Administrator	24.0	$68.89	$1,653.36
Program Support Specialist / Senior IA Inspector	24.0	$109.47	$2,627.28
Senior IA Inspector	24.0	$109.47	$2,627.28
Senior IA Inspector	15.0	$109.47	$1,642.05
Senior IA Inspector	11.0	$109.47	$1,204.17
Contract Support Specialist	24.0	$109.47	$2,627.28
Total Months	134.00	Subtotal	$13,208.10

Total Mobile and Air Card Expenses **$13,208.10**

	Months	Unit Price	Total
Office Supplies - All	134.00	$25.00	$3,350.00
		Subtotal	$3,350.00

Total Monthly Expenses - **$141,092.44**

Hourly Rate Conversion for Project Expenses
STANTEC CONSULTING SERVICES, INC.

CFX CMC 2 Yr. Contract (2014_2016)

September 17, 2014

Expense Item	CMC Program Director	Program Administrator	Program Support Specialist / Senior IA Inspector	Senior IA Inspector	Senior IA Inspector	Senior IA Inspector	Contract Support Specialist
FDOT Vehicle Rate - See FDOT Negotiations Handbook	$ 558.00	$ 558.00	$ 381.00	$381.00	$381.00	$381.00	$ -
FDOT Insurance @ $175.75 per month per vehicle	$ 175.75	$ 175.75	$ 175.75	$ 175.75	$ 175.75	$ 175.75	$ -
FDOT Licenses and Tags @ $6.44 per month per vehic	$ 6.44	$ 6.44	$ 6.44	$ 6.44	$ 6.44	$ 6.44	$ -
CFX Tolls @ 22 days - $10.00 per day per vehicle	$ 100.00	$ 220.00	$ 220.00	$ 220.00	$ 220.00	$ 220.00	$ 100.00
FDOT Mileage @ .2177 per mile - 1,200 miles per month per vehicle	$ 174.16	$ 261.24	$ 261.24	$ 261.24	$ 261.24	$ 261.24	$ 140.00
Office Supplies	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00
Mobile Phone	$ 68.89	$ 68.89	$ 68.89	$ 68.89	$ 68.89	$ 68.89	$ 68.89
Air Card	$ -	$ -	$ 40.58	$ 40.58	$ 40.58	$ 40.58	$ 40.58
Total Monthly Expenses per Position	$1,108.24	$1,315.32	$1,178.90	$1,178.90	$1,178.90	$1,178.90	$ 374.47
Hourly Expenses (divided by 167 hrs/mo.)	**$ 6.64**	**$ 7.88**	**$ 7.06**	**$ 7.06**	**$ 7.06**	**$ 7.06**	**$ 2.24**

Exhibit C
Details of Cost and Fees

Miscellaneous Mobilization and Monthly Expenses

STANTEC

CFX CMC 2 Yr. Contract (2014_2016)

Equipment	Mobilization Expenses: Equip. Cost/Retail	Quantity	Equip. Cost/STN	Total	Remarks
Electronic					
I Phone - 5S	$ 199.99	5.0	$ 199.99	$ 999.95	
Otterbox	$ 55.00	5.0	$ 35.00	$ 175.00	
Digital Cameras - See Quote	$ 352.79	2.0	$ 352.79	$ 705.58	
Specialty/Safety Equipment					
Safety Harness With Lanyard	$ 174.00	2.0	$ 174.00	$ 348.00	
48" Smartlevel	$ 130.00	2.0	$ 130.00	$ 260.00	
Safety Warning Devices	$ 30.00	4.0	$ 30.00	$ 120.00	
Tape Measures	$ 10.00	4.0	$ 10.00	$ 40.00	
6' Folding Tape Measure	$ 15.00	4.0	$ 15.00	$ 60.00	
First Aid Kit	$ 8.00	4.0	$ 8.00	$ 32.00	
Fire Extinguisher	$ 25.00	4.0	$ 25.00	$ 100.00	
Flashlight	$ 6.00	4.0	$ 6.00	$ 24.00	
Blanket	$ 12.00	4.0	$ 12.00	$ 48.00	
Hard Hats	$ 10.00	4.0	$ 10.00	$ 40.00	
Safety Vest	$ 12.00	4.0	$ 12.00	$ 48.00	
Basic Tool Kit	$ 58.00	4.0	$ 58.00	$ 232.00	
Jumper Cables	$ 25.00	4.0	$ 25.00	$ 100.00	
			Total Mobilization Cost -	$ 3,332.53	

Exhibit C
Details of Cost and Fees

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

July 7, 2014

Roberto Carballo, Vice President
STANTEC CONSULTING SERVICES, INC.
901 Ponce de Leon Boulevard, Suite 900
Coral Gables, Florida 33134

Dear Mr. Carballo:

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

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

Group 3 - Highway Design - Roadway

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

Group 4 - Highway Design - Bridges

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

Group 5 - Bridge Inspection

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

Group 6 - Traffic Engineering and Operations Studies

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

Group 7 - Traffic Operations Design

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

Exhibit C
Details of Cost and Fees

Group 8 - Survey and Mapping

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

Group 9 - Soil Exploration, Material Testing and Foundations

- 9.1 - Soil Exploration
- 9.4.1 - Standard Foundation Studies

Group 10 - Construction Engineering Inspection

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

Group 11 - Engineering Contract Administration and Management

Group 13 - Planning

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

Group 14 - Architect

Group 15 - Landscape Architect

Your overhead audit has been accepted, enabling your firm to compete for Professional Services projects advertised at the unlimited level, with estimated fees of any dollar amount. This status shall be valid until June 30, 2015 for contracting purposes.

	Home/Branch Office	Field Office	Facilities Capital Cost of Money	Overtime Premium	Direct Expense
Indirect Cost	175.19%	133.11%	0.285%	Excluded	18.91% (Home) 11.21 (Field)*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

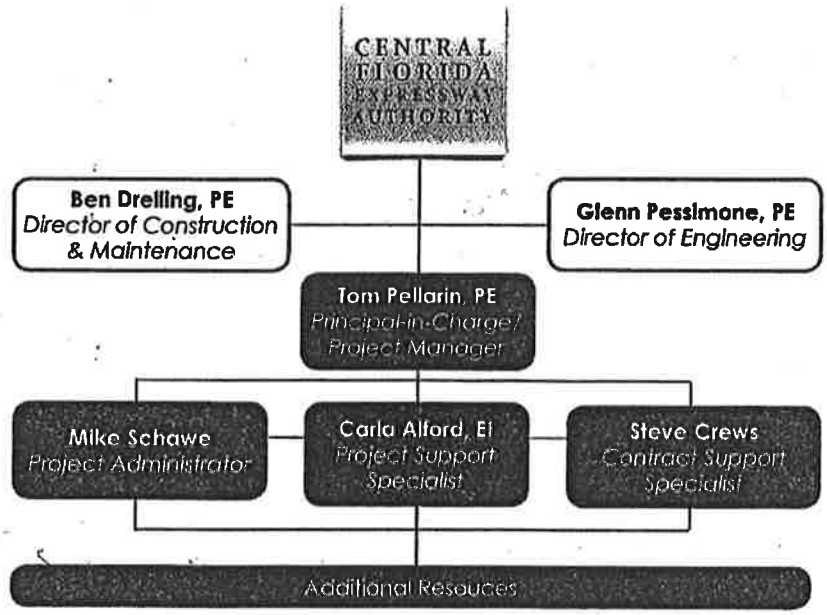
Carliayn Kell
Professional Services
Qualification Administrator

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

Exhibit D

Project Organization Chart



- **Pete McRae, PE**
  Senior Project Engineer
- **Larry Mayne**
  Project Administrator
- **Ron Bryson**
  Project Administrator
- **Helen Eaton**
  Senior Bridge Inspector
- **Juan Bolivar, PE, PMP**
  Contract Support Specialist
- **Juan Ruiz**
  Associate Contract Support
- **Bryan Cullop**
  Senior Inspector
- **Andrew St. Germain**
  Senior Inspector

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONSTRUCTION MANAGEMENT CONSULTANT SERVICES
CONTRACT NO. 001033
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

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

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocea.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Stantec Consulting Services, Inc.
Company Name

By: _____
Alfred Roth, P.E.

Title: Senior Principal

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: CFX Board Members

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

DATE: July 26, 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.	Name	Contract Description	Original Contract Amount ($)	Previous Authorized Adjustments ($)	Requested ($) August 2016	Total Amount ($) to Date*	Time Increase or Decrease
417-733	Ranger Construction Industries, Inc.	SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.	$ 18,513,580.17	$ 13,696.46	$ 149,238.29	$ 18,676,514.92	0
599-132	Gomez Construction Co.	Design/Build Services for Backup Data Center	$ 1,947,162.00	$ 22,215.13	$ 29,975.57	$ 1,999,352.70	14
				TOTAL	$ 179,213.86		

* Includes Requested Amount for current month.

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

Contract 417-733: SR 417 Milling & Resurfacing, International Dr. to Moss Park Rd.
Ranger Construction Industries, Inc.
SA 417-733-0816-0002

Plan Revision #1

The work included in this request consists of pavement marking changes to coordinate with City of Orlando signalization improvements at the southbound exit of SR 417 at Lake Nona Blvd. In addition, this work also includes the upgrading of 40 overhead Toll Shield signs and 47 ground mount Trail Blazer signs from International Drive to Narcoossee Rd. to bring this section of SR 417 up to current CFX standards.

ADD THE FOLLOWING ITEMS:		
Sign Panels, Overlay, 15SF or Less	$	36,652.59
Sign Panels, Overlay, 16SF - 100SF	$	1,479.50
	$	38,132.09
INCREASE THE FOLLOWING ITEMS:		
Milling Existing Asphalt Pavement 1.5" Avg. Depth	$	483.60
Asphalt Concrete Friction Course, 12.5, PG 76-22, TLC, Black Granite, PMA	$	2,748.35
Single Post Sign, Furnish & Install, Ground Mount, Less Than 12SF	$	1,675.00
Single Post Sign, Furnsh & Install, Ground Mount, 12SF - 20SF	$	5,660.00
Single Post Sign, Furnish & Install, Ground Mount, 21SF - 30SF	$	84,000.00
Single Post Sign, Remove	$	800.00
Multi-Post Sign, Remove	$	5,920.00
Delineator, Flexible Tubular	$	50.00
Dotted Traffic Stripe, Thermoplastic, White, 12"	$	500.00
Pavement Message, Thermoplastic	$	996.00
Directional Arrow, Thermoplastic	$	180.00
Solid Traffic Stripe, Preformed Thermoplastic, White, 12"	$	1,135.20
Solid Traffic Stripe, Preformed Thermoplastic, White, 24"	$	2,816.00
Solid Traffic Stripe, PPRT, White, 8"	$	2,072.36
Solid Traffic Stripe, PPRT, White, 18"	$	269.70
Solid Traffic Stripe, PPRT, Yellow, 6"	$	1,362.02
Solid Traffic Stripe, PPRT, Contrast, White/Black, 9"	$	274.72
Skip Traffic Stripe, PPRT, Black, 3' - 12', 12"	$	93.50
Tape Pavement Marking Removal	$	69.75
	$	111,106.20
TOTAL AMOUNT FOR PROJECT 417-733	**$**	**149,238.29**

Contract 599-132: Design/Build Services for Backup Data Center
Gomez Construction Co.
SA 599-132-0816-02

Contract Plan Revisions

The work included in this request is for the furnish and installation of communication cable fire wall penetration pathways, cable trays and underground conduits for the necessary cables as required by AT&T.

ADD THE FOLLOWING ITEMS:		
Furnish & Install Cable EZ Paths and Trays in Utility Room	$	4,540.20
Furnish & Install 2-4" Underground Conduits and Pull Boxes	$	25,435.37
	$	29,975.57

Time Extension

Staff recomends the addition of 14 non-compensable days to this Design Build contract related to minor modifications and requested details. The Contractor is not entitled to a compensatory time extension per General Conditions 11.02.

Increase Contract Time **14** Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 599-132	**$**	**29,975.57**

CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 29, 2016

SUBJECT: Authorization to Advertise for Letters of Interest for Construction Engineering and Inspection (CEI) Services for a group of upcoming S.R. 528 Bridge and Ramp Realignment Projects

---

Board authorization is requested to advertise for Letters of Interest from qualified firms to provide CEI services related to the following group of SR 528 projects:

1) SR 528 Bridge Replacements over the Econ River
2) SR 436 Bridge Deck Replacements over SR 528 and associated Ramp
3) Ramp Realignment from SB SR 417 to WB SR 528

This CEI assignment will be advertised as one contract covering these three construction projects. The advertisement will include a 20% M/W/DBE Goal

These projects are part of the current Five-Year Work Plan.

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

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 26, 2016

SUBJECT: Authorization for Approval of Supplemental Agreement No. 9
Post Design Services
S.R. 429 (Wekiva Parkway) Systems Interchange East to Mt. Plymouth Road
Project 429-205, Contract No. 000859

Board approval is requested for Supplemental Agreement No. 9 with Parsons Transportation Group, Inc. in the not-to-exceed amount of $359,984.37 for Post Design Services related to Project 429-205. Services will include shop drawing reviews, attendance at construction meetings, site visits and responding to contractor's request for additional information.

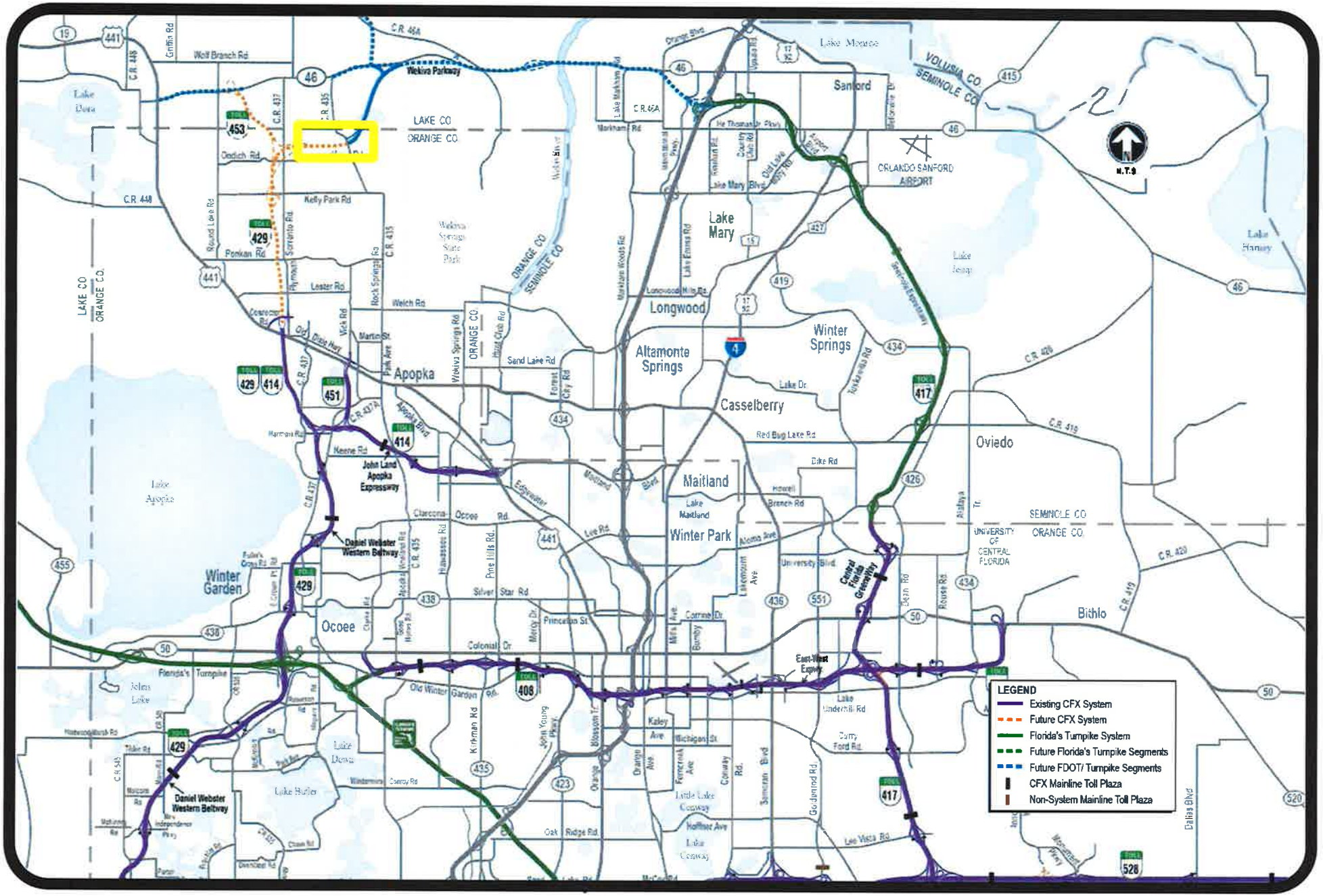
This Supplemental Agreement will be a continuation of an agreement previously approved. (Original Agreement dated August 29, 2012)

Original Contract Amount	$2,200,000.00
Amount of Supplemental Agreement No. 1	$ 0.00
Amount of Supplemental Agreement No. 2	$ 430,000.00
Amount of Supplemental Agreement No. 3	$ 0.00
Amount of Supplemental Agreement No. 4	$ 110,000.00
Amount of Supplemental Agreement No. 5	$ 0.00
Amount of Supplemental Agreement No. 6	$ 0.00
Amount of Supplemental Agreement No. 7	$ 23,435.29
Amount of Supplemental Agreement No. 8 (PDS 429-205A)	$ 41,357.39
Amount of Supplemental Agreement No. 9 (PDS 429-205)	$ 359,984.37
Total Revised Contract Amount	$3,164,777.05

Reviewed by:
Glenn Pressimone, PE
Director of Engineering

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

WWW.CFXWAY.COM



Project Location Map for
S.R. 429 (Wekiva Parkway) Systems Interchange East to Mt. Plymouth Road (429-205)

Project 429-205
Contract 000859

SUPPLEMENTAL AGREEMENT NO. 9

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 429-205)

S.R. 429 (Wekiva Parkway) Systems Interchange East to Mt. Plymouth Road

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

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 29th day of August 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-205 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the Wekiva Parkway Corridor Consultant's correspondence to CFX dated June 17, 2016 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the Wekiva Parkway Corridor Consultant's correspondence to CFX dated June 17, 2016. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $359,984.37.

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

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

All provisions of said Agreement for Professional Services, or any Supplements thereto, not modified by the above, shall remain in full force and effect, the same as if they had been set forth

herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness:_____ By:_____

Assistant Secretary Director of Procurement

PARSONS TRANSPORATION GROUP, INC.

Witness:_____ By:_____

Print Name: Print Name:

Title: Title:

\\dfsprd1\EA_Staff\Departments\Engineering\General\429-205\Supplemental Agreements\Post Design\PTG PDS-429-205 - SA9.docx

Exhibit "A"

Project 429-205
S.R. 429 (Wekiva Parkway) Systems Interchange East to Mt. Plymouth Road
Post-Design Scope of Services (Section 4.27)

4.27 Post Design Services

A. Compensation

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

B. General Support

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

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

C. Pre-bid Conference

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

D. Addenda

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

E. Field Visits

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

F. Shop Drawing Reviews

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

G. Post-Design Contact

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

H. Timeliness

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

I. Meetings

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

J. Bridge Load Ratings

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

K. Geotechnical Engineering

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

L. Utilities

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

M. Record Drawings

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

CH2M
225 E. Robinson Street
Suite 505
Orlando, FL 32801
www.ch2m.com

June 17, 2016

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

RE: Wekiva Parkway
Contract No. 000859
Project No. 429-205
Supplemental Agreement No. 9

Dear Mr. Pressimone:

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

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

The package submitted and reviewed is requesting a fee of $359,984.37.

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

Sincerely,
CH2M HILL

Scott Bear
Project Manager

cc: File (w/ attach)

PARSONS

201 E. Pine Street, Suite 900 • Orlando, Florida 32801-2722 • (407) 702-6800 • Fax: (407) 702-6950 • www.parsons.com

July 17, 2016

Mr. Scott Bear, P.E.
WPCC Project Manager
CH2M Hill
225 East Robinson Street, Suite 505
Orlando, Florida 32801

Re: SR 429 – Wekiva Parkway
From SR 429 Systems Interchange East to Mt. Plymouth Road
Contract 000859; Project 429-205
Supplemental Agreement #9

Dear Mr. Bear:

Enclosed please find one copy of Supplemental Agreement No. 9 for post design tasks for the above referenced project. The version originally submitted in March has been revised based on comments from CFX and CH2M Hill.

If any additional information is required, please do not hesitate to contact me at (407)-702-6832 or e-mail me at thomas.e.davidson@parsons.com .

Sincerely,

Ted Davidson, P.E.
Project Manager

Cc: file 647710

S.R. 429 (WEKIVA PARKWAY EXPRESSWAY)
EAST OF SR429/SR46 SYSTEM INTERCHANGE TO EAST OF MT. PLYMOUTH ROAD (CR435)
CFX PROJECT NO. 429-205
Supplemental Agreement #9- Post Design Services
Parsons Project # 647710

March 18, 2016 (Revised May 10, 2016 & July 17, 2016)

Scope of Post Design Services Work Tasks

The following are estimated Post Design Services Tasks required by Parsons to provide design assistance to CFX in the completion of the construction of the S.R. 429 (Wekiva Parkway Expressway), Section 2A, 205 project. Total length of construction contract is 540 calendar days or 18 months.

Scope of Services Task No.

4.27B.a
Requests for Information (RFI's)
This task consists of researching and responding to the Contractor's requests for additional (RFI's) information regarding the site, design plans, typical sections, quantities and special provision information.
Assume 8 RFI's / month x 12 months = 96 RFI's + 2 RFI's / month x 6 months= 12 RFI's
108 RFI's @ 4 hrs./RFI = 432 hours
Therefore the Post Design fee anticipates 108 RFI's over the 540 calendar days.
Total Requests for Information– 432 hours

4.27B.b
Design Plan Revisions
This task consists of documenting, issuing and revising an estimated number of design CADD files and design plan sheets based on contractor or field design changes on the project. Issuance of design plan revisions will assist the Contractor and CEI personnel to prepare as-built plans required by CFX.
Assume issuance of four (4) design plan revisions @ 10 design plan sheets/revision = 40 plan sheets.
Revisions to 40 Design plan sheets @ 4 hours/plan = 160 hours
Total Design Plan Revisions – 160 hours

4.27B.c
CFX Pre-Award Conference
This task consists of attendance by the Engineer of Record (EOR) of the Parsons staff at the CFX Pre-Award Conference to be held when a date has been established. Parsons has already delivered to CFX the necessary documents require for the Pre-Award Conference.
2 hours meeting time x 2 hours prep x 1 EOR = 4 hours
Total OOCEA Pre-Award Conference – 4 hours

4.27C. Pre-Bid Conference
This task consists of attendance by the Project Manager of the Parsons staff at the CFX Pre-Bid Conference. Parsons has already delivered to CFX the necessary documents require for the Pre-Bid Conference.
2 hour meeting time x 2 hours prep x 1 Engineer = 4 hours
Total OOCEA Pre-Bid Conference – 4 hours

4.27D. Plan Addenda
This task consists of responding to and documenting Contractor's questions/clarifications on the Bid Documents and issuing and revising an estimated number of Bid design plan sheets based on Addenda responses. Assume issuance of three (3) Addenda on Contract Bid Documents.
Assume researching and responding to 20 Contractor's questions/clarifications
20 questions/clarifications @ 2 hours/question = 40 hours
Assume 3 Addenda revisions to 25 Design plan sheets/ Addenda @ 3 hours/plan = 225 hours
Total Plan Addenda – 265 hours

4.27E. Field Reviews
This task consists of attendance by the Parsons Design staff to any Contractor/CEI field meetings to resolve design related issues with differing field conditions. Also included in this task are periodic field visits to the site by Parsons Design staff to observe whether the

project is being constructed in general conformance with the "Approved for Construction" design plans. These field reviews will be documented by written memorandums and submitted to the WPCC within five working days.
Assume 1 review/2 months x first 12 months = 6 reviews x 3 hours/review x 2 engineers = 36 hours
Therefore the Post Design fee anticipates 36 hours in Field Reviews
Total Field Reviews – 36 hours

4.27F Shop Drawing Reviews
This task consists of the review and approval of shop drawings for design components specified in the design plans as requiring submittal of shop drawings by the Contractor. Shop drawings will be required to be submitted for bridge beams, retaining walls, lighting, signs & overhead sign structures, drainage structures, fiber optic network equipment, utility items, etc. The shop drawing hours also assumes re-submittal of disapproved shop drawings. This task will also include reviewing proposals for substitution, supplemental agreements and other engineering services required to facilitate construction.
Assume 150 drainage structures with 50 sheets of drainage shop drawings @ 2 hours/drawing = 100 hours
Assume 30 signing & lighting shop drawings @ 2 hours/drawing = 60 hours
Assume 40 ITS shop drawings @ 2 hours/drawing = 80 hours
Structural shop drawing manhours (see attached spreadsheets) = 938 hours
Total Shop Drawing Reviews- 1178 hours

4.27G & H Coordination
This task will appoint a responsible and professional Parsons staff member to oversee the post-design services and ensure the timely delivery and processing of material submitted as construction proceeds. This task also consists of coordinating any design issues with the Contractor, FDOT, FGT, Duke Transmission & Distribution, Orange County & Lake County that may develop during the construction on the project. Coordination also includes attendance at any meetings, written documentation, phone logs, etc necessary to resolve any design related issues over the 540 calendar days of the contract.
Assume 16 hours/month x first 12 months = 192 hours
Assume 12 hours/month x last 6 months = 72 hours
Total Coordination – 264 hours

4.27I NTP/Partnering Meetings
This task consists of attendance by the Parsons Design staff to the Notice to Proceed meeting, Progress/Coordination meetings and Partnering meetings over the 540 day course of the construction contract.
Notice to Proceed meeting- 2 hour meeting time x 2 Engineers = 4 hours
Assume 1 Partnering meetings @ 8 hours/meeting x 2 Engineers = 16 hours
Assume 1 half-day partnering meetings@ 4 hours/meeting x 2 engineers = 8
Assume bi-monthly Progress/Coordination meetings - 9 meetings @ 1.5 hours/meeting x 2 Engineers= 27 hours.
Total NTP/Partnering Meetings- 55 hours

Subtotal: 2398 hours
Supervision and Quality Control (3%)
1. Total – 2398 x 3% = 72 hours. Supervision
2. Total – 2398 x 3% = 72 hours. Quality Control

Total Project Control – 144 hours
Total Hours – Post Design Services = 2542 hours

PTG

CN 000859
SA # 9

Prime Consultant
Wekiva Section 429-205
Post Design Fee Proposal - Sup. #9

Date: **7/17/2016**

Total Fee: **$359,984.37**

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-205

CN 000859
SA # 9

PRIME CONSULTANT: PTG

	POST DESIGN ACTIVITY DESCRIPTION	Project Manager Rate/Hr. 71.47		Senior Engineer Rate/Hr. 54.51		Project Engineer Rate/Hr. 35.96		Senior Designer Rate/Hr. 38.76		Sr. Eng. Technician Rate/Hr. 31.93		Clerical Rate/Hr. 27.63		Rate/Hr. 0		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference	4	$285.88		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	4	$285.88	$71.47
D.	Addenda	40	$2,858.80	60	$3,270.60	60	$2,157.60	49	$1,899.24	40	$1,277.20	16	$442.08		$0.00	265	$11,905.52	$44.93
E.	Field Visits	4	$285.88	14	$763.14	14	$503.44	4	$155.04	0	$0.00	0	$0.00		$0.00	36	$1,707.50	$47.43
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	#DIV/0!
	Drainage/Permits	12	$857.64	40	$2,180.40	40	$1,438.40	5	$193.80	1	$31.93	2	$55.26		$0.00	100	$4,757.43	$47.57
	Fiber Optic Network	8	$571.76	33	$1,798.83	33	$1,186.68	4	$155.04	1	$31.93	1	$27.63		$0.00	80	$3,771.87	$47.15
	Signing and Marking	5	$357.35	16	$872.16	16	$575.36	2	$77.52	1	$31.93	0	$0.00		$0.00	40	$1,914.32	$47.86
	Structures	92	$6,575.24	318	$17,334.18	318	$11,435.28	42	$1,627.92	11	$351.23	9	$248.67		$0.00	790	$37,572.52	$47.56
	Lighting	3	$214.41	8	$436.08	8	$287.68	1	$38.76	0	$0.00	0	$0.00		$0.00	20	$976.93	$48.85
	Utilities	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements	8	$571.76	27	$1,471.77	27	$970.92	4	$155.04	1	$31.93	1	$27.63		$0.00	68	$3,229.05	$47.49
	Geotechnical Elements	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	48	$3,430.56	96	$5,232.96	96	$3,452.16	92	$3,565.92	60	$1,915.80	40	$1,105.20		$0.00	432	$18,702.60	$43.29
H.	Meetings	12	$857.64	24	$1,308.24	23	$827.08	0	$0.00	0	$0.00	0	$0.00		$0.00	59	$2,992.96	$50.73
I.	Plan Revisions	11	$786.17	36	$1,962.36	33	$1,186.68	32	$1,240.32	32	$1,021.76	16	$442.08		$0.00	160	$6,639.37	$41.50
J.	Bridge Load Ratings	10	$714.70	32	$1,744.32	32	$1,150.72	4	$155.04	1	$31.93	1	$27.63		$0.00	80	$3,824.34	$47.80
K.	Geotechnical Services		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management	72	$5,145.84	123	$6,704.73	123	$4,423.08	64	$2,480.64	18	$574.74	8	$221.04		$0.00	408	$19,550.07	$47.92
	TOTALS:	**329**	**$23,513.63**	**827**	**$45,079.77**	**823**	**$29,595.08**	**303**	**$11,744.28**	**166**	**$5,300.38**	**94**	**$2,597.22**	**0**	**$0.00**	**2542**	**$117,830.36**	**$46.35**

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$117,830.36
Multiplier - 2.7321	$321,924.33
Expenses (Mileage Only)	$432.54
PTG LIMITING AMOUNT FEE:	**$322,356.87**
Subconsultants	
Balmoral	$8,907.58
GEC Class II Sub - Loaded Rates	$9,351.56
Antillian Class II Sub - Loaded Rates	$19,368.36
TOTAL MAXIMUM LIMITING AMOUNT:	**$359,984.37**

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

POST DESIGN SERVICES

Activity C: Pre-Bid Conference

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Attend Pre-Bid Conference	EA	1	4		4		2 hours meeting time x 2 hour prep x 1 EOR
2.	EA	1			0		
3.							
4.							
Subtotal:				**0**	**4**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**4**	**0**	

POST DESIGN SERVICES

Activity D: Addenda

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Plan Addenda Revisions	EA	3	75	75	225		Assume 3 Addenda Revisions to 25 plans sheets @ 3 hrs per sheet
2. Questions Clarifications	EA	20	2		40		Assume 20 questions/clarifications @ 2 hours per question
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**75**	**265**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**75**	**265**	**0**	

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Reviews	EA	6	6		36		Assume 1 review/2 months x first 12 months = 6 reviews x 3 hours/review x 2 engineers
2.	EA	1			0		
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**36**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**36**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1	0	N/A	0	0	
2. Drainage	LS	1	100	N/A	100	0	
3. Fiber Optic Network & Related Items	LS	1	80	N/A	80	0	
4. Signing and Marking	LS	1	40	N/A	40	0	
5. Structures	LS	1	790	N/A	790	0	
6. Lighting	LS	1	20	N/A	20	0	
7. Utilities	LS	1	0	N/A	0	0	
8. Aesthetic Elements	EA	1	68	N/A	68	0	
9. Geotechnical Elements	LS	1	0	N/A	0	0	
10.							
Subtotal:				**0**	**1,098**	**0**	
11. Quality Control	0%		N/A	N/A		0	
12. Supervision	0%		N/A	N/A		0	
Totals:				**0**	**1,098**	**0**	

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	20	4	N/A	80	0	
2. Drainage	EA	10	4	N/A	40	0	
3. Fiber Optic Network & Related Items	EA	10	4	N/A	40	0	
4. Signing and Marking	EA	10	4	N/A	40	0	
5. Structures	EA	50	4	N/A	200	0	
6. Lighting	EA	2	4	N/A	8	0	
7. Utilities	EA			N/A	0	0	
8. Aesthetic Elements	EA	6	4	N/A	24	0	
9. Geotechnical Elements	EA			N/A	0	0	
10.							
Subtotal:				**0**	**432**	**0**	Assume 18 months of RFI's
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**432**	**0**	

POST DESIGN SERVICES

Activity H: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Construction NTP Meeting	EA	1	4	N/A	4		Attendance by 2 Engineers
2. Construction Meetings	EA	9	3	N/A	27		bi-monthly coordination meetings for 18 months
3. Partnering Meetings	EA	2	12	N/A	24		Attendance by 2 Engineers
4. Pre-award meeting	EA	1	4	N/A	4		Preparation and Attendance
5.							
Subtotal:				**0**	**59**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**59**	**0**	

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	5	4	N/A	20		
2. Drainage	EA	5	4	N/A	20		
3. Fiber Optic Network & Related Items	EA	5	4	N/A	20		
4. Signing and Marking	EA	5	4	N/A	20		
5. Structures	EA	10	4	N/A	40		
6. Lighting	EA	5	4	N/A	20		
7. Utilities	EA	0	0	N/A	0		
8. Aesthetic Elements	EA	5	4	N/A	20		
9. Geotechnical Elements	EA	0	0	N/A	0		
10.							
Subtotal:				**0**	**160**		Assume 4 sets of plan revisions at 10 sheets each
11. Quality Control	0%		N/A	N/A	N/A		
12. Supervision	0%		N/A	N/A	N/A		
Totals:				**0**	**160**		

POST DESIGN SERVICES

Activity J: Bridge Load Ratings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Bridge 1: Morris Access Road	EA	1	20	N/A	20	0	
2. Bridge 2: Pond 2 Bridge	EA	1	20	N/A	20	0	
3. Bridge 3: FGT	EA	1	20	N/A	20	0	
4. Bridge 4: CR 435	EA	1	20	N/A	20	0	
5.	EA			N/A	0	0	
Subtotal:				**0**	**80**	**0**	As-built load rating
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**80**	**0**	

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Coordination (First 12 Months)	EA	12	16		192		
2. Coordination (Last 6 Months)	EA	6	12		72		
3.					0		
4.							
Subtotal:				**0**	**264**	**0**	
11. Quality Control	3%		N/A	N/A	72	0	For Entire Post Design (2398 * 3% = 71.94 = 72)
12. Supervision	3%		N/A	N/A	72	0	For Entire Post Design (2398 * 3% = 71.94 = 72)
Totals:				**0**	**408**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Drainage

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Steel encased pipe-	EA			N/A	0	0	
2. Trench Drain	EA			N/A	0	0	
3. Chimney Drain	EA			N/A	0	0	
4. Type 5b underdrain, modified	EA			N/A	0	0	
5. Wall gutter outlet	EA			N/A	0	0	
6. Miscellaneous structures	EA	50	2	N/A	100	0	Asssume 150 drainage structures with 50 sheets of drainage shop drawings @ 2 hours/drawing = 100 hours
7. Outfalls	EA			N/A	0	0	
8. Misc/unknown	EA			N/A	0	0	
Subtotal:					**100**	**0**	
21. Quality Control	0%		N/A	N/A	N/A	0	
22. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**100**	**0**	

POST DESIGN SERVICES

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

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Conduit	EA	1	2	N/A	2	0	
2. RS 485 - Communication Wire	EA	1	2	N/A	2	0	
3. Fiber Optic Cable 12 count	EA	1	2	N/A	2.0	0	
4. Fiber Optic Cable 24 count	EA	1	2	N/A	2.0	0	
5. Fiber Optic Cable 72 Count	EA	1	2	N/A	2.0	0	
6. Fiber Patch panel	EA	1	2	N/A	2	0	
7. UPS system	EA	1	2	N/A	2	0	
8. UPS Batteries	EA	1	2	N/A	2	0	
9. ITS Cabinet	EA	1	2	N/A	2	0	
10. NEMA Enclosure	EA	1	2	N/A	2	0	
11. Ethernet Switch	EA	1	2	N/A	2	0	
12. ITS Commander	EA	1	2	N/A	2	0	
13. APT Surge Protection Devices	EA	1	2	N/A	2	0	
14. Splice Enclosure	EA	1	2	N/A	2	0	
15. Splice Tray	EA	1	2	N/A	2	0	
16. Fiber Pullbox	EA	1	2	N/A	2	0	
17. Electrical Pullbox	EA	1	2	N/A	2	0	
18. FOMH 4x4x4	EA	1	2	N/A	2	0	
19. FOMH 4x6.5x6.5	EA	1	2	N/A	2	0	
20. BPFG Conduit	EA	1	2	N/A	2	0	

POST DESIGN SERVICES

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

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
21. Bridge Hangers	EA	1	2	N/A	2	0	ITS review not structural
22. PVC Conduit	EA	1	2	N/A	2	0	
23. Radar Devices	EA	1	2	N/A	2	0	
24. Device Servers	EA	1	2	N/A	2	0	
25. Wire harneses for Radar Devices	EA	1	2	N/A	2	0	
26. DCS devices	EA	1	2	N/A	2	0	
27. Antennae for DCS devices	EA	1	2	N/A	2	0	
28. Enclosures for DCS Readers	EA	1	2	N/A	2	0	
29. Reader Units for DCS	EA	1	2	N/A	2	0	
30. Coaxial Cable for DCS units	EA	1	2	N/A	2	0	
31. Electrical Transformers	EA	1	2	N/A	2	0	
32. Electrical Load Centers	EA	1	2	N/A	2	0	
33. Electrical Disconnects	EA	1	2	N/A	2	0	
34. Ground Rods	EA	1	2	N/A	2	0	
35. Lightning Arrestors	EA	1	2	N/A	2	0	
36. Rigid Galvanized Steel Conduits	EA	1	2	N/A	2	0	
37. Misc/unknown	EA	4	2	N/A	8	0	
38.	EA			N/A	0	0	
Subtotal:		**40**			**80**	**0**	Assume 40 ITS shop drawings at 2 hours each
39. Quality Control	0%		N/A	N/A	N/A	0	
40. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**80**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Signing

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1.	LS			N/A	0	0	
2. Signing detail sheets	EA	20	2	20	40	0	
Subtotal:		**20**	**2**		**40**	**0**	Assume 20 Signing detail sheets @ 2 hours/drawing
21. Quality Control	0%		N/A	N/A	N/A	0	
22. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**40**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge No. 1: Morris Access Road

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Precast FUB Concrete Beams	EA	2	6	N/A	12	0	NB & SB same lengths. (Ext & Int Beams)
2. 24" Precast Concrete Piles	LS	1	12	N/A	12	0	Include Pile Installation Plan
3. Composite Bearing Pads	EA	1	4	N/A	4	0	
4. Bearing Plate Details	EA	4	3	N/A	12	0	
5. Material Certificates	LS	1	8	N/A	8	0	
6. Expansion Joints	EA	1	4	N/A	4	0	
7. Metal Stay-in-Place Forms	EA	2	10	N/A	20	0	Interior & Exterior Bay
8. Modified Traffic Railing Barrier	LS	1	12	N/A	12	0	
9.	EA			N/A	0	0	
Subtotal:					**84**	**0**	
17. Quality Control	0%		N/A	N/A	N/A	0	
18. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**84**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge No. 2: Pond 2 Bridge

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Precast FUB Concrete Beams	EA	6	4	N/A	24	0	Spans 1 & 3 same lengths. Span 2 different length. Beam schedule sheet B2-20.
2. 24" Precast Concrete Piles	LS	1	12	N/A	12	0	Include Pile Installation Plan
3. Composite Bearing Pads	EA	1	4	N/A	4	0	
4. Bearing Plate Details	EA	4	3	N/A	12	0	
5. Material Certificates	LS	1	8	N/A	8	0	
6. Expansion Joints	EA	1	4	N/A	4	0	
7. Metal Stay-in-Place Forms	EA	2	10	N/A	20	0	Interior & Exterior bay
8. Modified Traffic Railing Barrier	LS	1	12	N/A	12	0	
9.	EA			N/A	0	0	
Subtotal:					**96**	**0**	
17. Quality Control	0%		N/A	N/A	N/A	0	
18. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**96**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge No. 3: FGT

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Precast FUB Concrete Beams	EA	7	4	N/A	28	0	SB & NB different lengths (B3-28)
2. 24" Precast Concrete Piles	LS	1	18	N/A	18	0	Include Pile Installation Plan (FGT & Duke)
3. Composite Bearing Pads	EA	1	4	N/A	4	0	
4. Bearing Plate Details	EA	6	3	N/A	18	0	
5. Material Certificates	LS	1	8	N/A	8	0	
6. Expansion Joints	EA	2	3	N/A	6	0	
7. Metal Stay-in-Place Forms	EA	4	8	N/A	32	0	NB & SB. Two different beam spacings. Exterior and Interior bays x 2 bridges = 4
8. Modified Traffic Railing Barrier	LS	1	12	N/A	12	0	
9.	EA			N/A	0	0	
Subtotal:					**126**	**0**	
13. Quality Control	0%		N/A	N/A	N/A	0	
14. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**126**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Bridge No. 4: CR 435

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Precast FUB Concrete Beams	EA	7	12	N/A	84	0	NB & SB: Two different Bridge lengths & widths. Not STD - Haunched Details
2. 24" Precast Concrete Piles	LS	1	12	N/A	12	0	Include pile installation plan
3. Composite Bearing Pads	EA	1	4	N/A	4	0	
4. Bearing Plate Details	EA	6	3	N/A	18	0	
5. Material Certificates	LS	1	8	N/A	8	0	
6. Expansion Joints	EA	2	3	N/A	6	0	NB & SB: Two different bridge lengths
7. Metal Stay-in-Place Forms	EA	4	8	N/A	32	0	NB & SB: two different beam spacings. Exterior and Interior bays x 2 bridges = 4
8. Modified Traffic Railing Barrier	LS	1	12	N/A	12	0	
9.	EA			N/A	0	0	
Subtotal:					**176**	**0**	
17. Quality Control	0%		N/A	N/A	N/A	0	
18. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**176**	**0**	

POST DESIGN SERVICES

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

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Permanent MSE Walls	EA	8	16	N/A	128	0	
2. Cantilever Sign Structures	EA	1	8	N/A	8	0	Cantilever: FDOT Semi-STDS.
3. Overhead Span Quad Truss DMS Structures	EA	1	24	N/A	24	0	DMS Quad Truss, Upright, Catwalk, Connections. Non-STD
4. CCTV Camera Pole	EA	1	8	N/A	8	0	CCTV Pole: CFX Preference
5. TMS Pole	EA	1	8	N/A	8	0	TMS Pole: CFX Preference
6. CR 435 Bridge Mounted Sign	EA	2	4	N/A	8	0	CFX Required Bridge Mounted Sign (NB & SB). Assume FDOT Index 11870.
7. ITS Conduit Hanger Shop Drawings	EA	4	8	N/A	32	0	Structural Review: Total for 4 Bridge Crossings
8. MOT elements protection	LS	0	0	N/A	0	0	
9. Permanent CIP Wall Notes	EA	1	4	N/A	4	0	
10. Permanent CIP Wall Geometry	EA	5	6	N/A	30	0	
11. Permanent CIP Wall Details - Panels. Welds, Angles	EA	3	6	N/A	18	0	
12. Permanent CIP Wall Calculations	EA	5	4	N/A	20	0	
13. Matrial Certificates	EA	1	4	N/A	4	0	
14. Underdeck Lighting Connections	EA	4	4	N/A	16	0	Morris Access & CR 435 x Twin Bridges
15.					0		
16.	EA			N/A	0	0	
Subtotal:					**308**	**0**	
17. Quality Control	0%		N/A	N/A	N/A	0	
18. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**308**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Lighting

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. LED for signs	EA			N/A	0	0	
2. LED for underdeck	EA	6	2	6	12	0	
3. Underdeck overall	EA	0	0	N/A	0	0	
4. light poles	EA			N/A	0	0	
5. conduits/conductors	EA	2	2	2	4	0	
6. load centers/switches	EA	2	2	2	4	0	
	EA			N/A	0	0	
Subtotal:					**20**	**0**	Assume a total of 10 lighting shop drawing sheets @ 2 hours each
21. Quality Control	0%		N/A	N/A	N/A	0	
22. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**20**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Aesthetic Elements

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Wall Formliners	LS	1	12	N/A	12	0	MSE & CIP Wall Coping for Project
2. CIP Concrete Formliners	LS	1	8	N/A	8	0	Pier Aesthetics - Pond 2 Bridge
3. Aesthetic Barrier Formliners	EA	4	8	N/A	32	0	4 Bridge Crossings: Outside exterior barriers
4. Chain Link Fence	LS	1	4	N/A	4	0	Fence on walls
5. Beam Grating	LS	1	12	N/A	12	0	Total of 4 Bridge Crossings
6.	EA			N/A	0	0	
Subtotal:					**68**	**0**	
21. Quality Control	0%		N/A	N/A	N/A	0	
22. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**68**	**0**	

MISCELLANEOUS & OUT-OF-POCKET EXPENSES SA#9

SR 429 Orange County
CFX Contract 429-205
1/6/2016

ITEM DESCRIPTION : POST DESIGN of SR429 (Wekiva Parkway)-Contract 429-205 From SR429/SR46 System Interchange to CR435									ITEM SUB TOTAL	ITEM TOTAL
Aerial Photography								$0.00	$0.00	
Drafting Medium (Present. Boards):	0		4'x8' Brd @	$3.50	Per SF	=			$0.00	
(Roll Bond Plots):	0		Roll @	$40.00	Per Roll	=			$0.00	$0.00
Reproduction (Blue Line & Photocopy)			Xerograph Bluelines							
	Sets	Sheets	11 x 17	24 x 36						
Addenda shts.	0	260	0	0						
Phase I (30%)	0	0	0	0						
Phase II (60%)	0	0	0	0						
Phase III (90%)	0	0	0	0						
Phase IV (100%)	0	0	0	0						
Plan Revisions	0	15	0	0						
Total Sheets			0	0						
Costs: Blue Line			0	Sheets @	$0.60	=			$0.00	
Xeroxgraphic			0	Sheets @	$0.15	=			$0.00	
Photocopy										
RFI's			0	Sheets @	$0.15	=			$0.00	
Shop Drawings			0	Sheets @	$0.15	=			$0.00	
			0	Sheets @	$0.15	=			$0.00	
			0	Sheets @	$0.15	=			$0.00	$0.00
Travel From: [Orlando]										
To Project:	Trips									
Full 24 hr Day Per Deim	0	x	0	people =			$0.000	days @$50	$0.00	
Partial Day Per Deim	0	x	2	people =			$0.000	days @$12.5	$0.00	
Transport. - (Comm.)		x		people =				per trip	$0.00	
- (POV)	6	x	56	miles x			$0.445	per mile	$149.52	
- (Rental)		x			(days x $			Day Rate)		
					(miles x $		$0.445	Mi. Rate)	$0.00	
To CFX/Cnty/FDOT/Agncy	Trips									
Full 24 hr Day Per Deim		x		people =			$0.000	days @$50	$0.00	
Partial Day Per Deim	0	x	2	people =			$0.000	days @$12.5	$0.00	
Transport. - (Comm.)		x		people =				per trip	$0.00	
- (POV)	2	x	10	miles x			$0.445	per mile	$8.90	
- (Rental)		x			(days x $			Day Rate)		
					(miles x $		$0.445	Mi. Rate)	$0.00	
To Partnering Mtgs:	Trips									
Full 24 hr Day Per Deim	0	x	2	people =			$0.000	days @$50	$0.00	
Partial Day Per Deim	0	x	2	people =			$0.000	days @$12.5	$0.00	
Transport. - (Comm.)		x		people =				per trip	$0.00	
- (POV)	11	x	56	miles x			$0.445	per mile	$274.12	
- (Rental)		x			(days x $			Day Rate)		
					(miles x $		$0.445	Mi. Rate)	$0.00	$432.54
Shipping & Telephone	(0		months @ $		$90.00 /Month)				$0.00	$0.00
									$0.00	$0.00
TOTAL EXPENSES										$432.54

The Balmoral Group

CN 000859
SA # 9

Subconsultant
Wekiva Section 429-205
Post Design Fee Proposal

Fee: $8,907.58

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-205

CN 000859
SA # 9

SUB CONSULTANT: Balmoral

	POST DESIGN ACTIVITY DESCRIPTION	Project Manager Rate/Hr. 51.71		Chief Engineer Rate/Hr. 51.95		Project Engineer Rate/Hr. 40.97		Engineer Intern Rate/Hr. 29.12		Senior Designer Rate/Hr. 32.69		Rate/Hr. 0		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits	3	$155.13	0	$0.00	3	$122.91	0	$0.00	0	$0.00	0	$0.00	6	$278.04	$46.34
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits	2	$103.42	0	$0.00	8	$327.76	0	$0.00	0	$0.00	0	$0.00	10	$431.18	$43.12
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	8	$413.68	4	$207.80	6	$245.82	6	$174.72		$0.00		$0.00	24	$1,042.02	$43.42
H.	Meetings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
I.	Plan Revisions	3	$155.13	3	$155.85	3	$122.91	3	$87.36	0	$0.00	0	$0.00	12	$521.25	$43.44
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management	12	$620.52	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	12	$620.52	$51.71
	TOTALS:	28	$1,447.88	7	$363.65	20	$819.40	9	$262.08	0	$0.00	0	$0.00	64	$2,893.01	$45.20

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$2,893.01
Multiplier - 3 3.0790	$8,907.58
BALMORAL FEE:	**$8,907.58**

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

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Review	EA	1	6	N/A	6	0	Assume 1 Field Visit; 2 people x 3 hrs
2.	EA	1			0		
3.							
4.							
Subtotal:				**0**	**6**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**6**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

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

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA			N/A	0	0	
2. Drainage	EA	12	2	N/A	24	0	Assume 1 per month for first 6 months, 1 per 3 months for 18 months
3. Fiber Optic Network & Related Items	EA			N/A	0	0	
4. Signing and Marking	EA			N/A	0	0	
5. Structures	EA			N/A	0	0	
6. Lighting	EA			N/A	0	0	
7. Utilities	EA			N/A	0	0	
8. Aesthetic Elements	EA			N/A	0	0	
9. Geotechnical Elements	EA			N/A	0	0	
10.							
Subtotal:				**0**	**24**	**0**	
11. Quality Control	3%		N/A	N/A	1	0	(24 * 3% = 0.72 = 1)
12. Supervision	3%		N/A	N/A	1	0	(24 * 3% = 0.72 = 1)
Totals:				**0**	**26**	**0**	

POST DESIGN SERVICES

Activity I: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA			N/A	0		
2. Drainage	EA	3	4	3	12		Estimate at 5% of 55 sheets, includes QC
3. Fiber Optic Network & Related Items	EA			N/A	0		
4. Signing and Marking	EA			N/A	0		
5. Structures	EA			N/A	0		
6. Lighting	EA			N/A	0		
7. Utilities	EA			N/A	0		
8. Aesthetic Elements	EA			N/A	0		
9. Geotechnical Elements	EA			N/A	0		
10.							
Subtotal:				**3**	**12**		
11. Quality Control	0%		N/A	N/A	N/A		
12. Supervision	0%		N/A	N/A	N/A		
Totals:				**3**	**12**		

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Coordination	LS	1	12	N/A	12	0	Assume 1 hour per every 2 months for 24 months
2.					0		
3.					0		
4.							
Subtotal:				**0**	**12**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**12**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Drainage

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Steel encased pipe-	EA			N/A	0	0	
2. Trench Drain	EA			N/A	0	0	
3. Chimney Drain	EA			N/A	0	0	
4. Type 5b underdrain, modified	EA			N/A	0	0	
5. Wall gutter outlet	EA			N/A	0	0	
6. Miscellaneous structures	EA	5	2	N/A	10	0	5 Outfall drainage structures
7. Outfalls	EA			N/A	0	0	
8. Misc/unknown	EA			N/A	0	0	
Subtotal:					**10**	**0**	
21. Quality Control	0%		N/A	N/A	N/A	0	
22. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**10**	**0**	

Geotechnical and Environmental Consultants, Inc (GEC)

CN 000859
SA # 9

Subconsultant
Wekiva Section 429-205
Post Design Fee Proposal

Fee: $9,351.56

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-205

CN 000859
SA # 9

SUB CONSULTANT: GEC

	POST DESIGN ACTIVITY DESCRIPTION	Chief Engineer Rate/Hr. 178.67		Senior Engineer Rate/Hr. 155.10		Project Engineer Rate/Hr. 105.04		Engineer Rate/Hr. 86.02		CADD/ Computer Tech Rate/Hr. 102.50		Secretary/ Clerical Rate/Hr. 67.02		Sr. Eng. Technician Rate/Hr. 84.19		Engineering Technician Rate/Hr. 46.45		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
H.	Meetings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
I.	Plan Revisions		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	0	$0.00	12	$1,861.20	36	$3,781.44	0	$0.00	4	$410.00	4	$268.08	36	$3,030.84	0	$0.00	92	$9,351.56	$101.65
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	**0**	**$0.00**	**12**	**$1,861.20**	**36**	**$3,781.44**	**0**	**$0.00**	**4**	**$410.00**	**4**	**$268.08**	**36**	**$3,030.84**	**0**	**$0.00**	**92**	**$9,351.56**	**$101.65**

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$9,351.56
Class II Subconsultant (Loaded Rates)	
Field Exploration	
Laboratory Testing	
GEC FEE:	**$9,351.56**

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Engineering Support	LS	1	92	N/A	92	0	Support for review of pile installation & soils
2.	EA			N/A	0	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				**0**	**92**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**92**	**0**	

Antillian Engineering Associates, Inc

CN 000859
SA # 9

Subconsultant
Wekiva Section 429-205
Post Design Fee Proposal

Fee: $19,368.36

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
Wekiva Parkway, Section 429-205

CN 000859
SA # 9

SUB CONSULTANT: Antillian

	POST DESIGN ACTIVITY DESCRIPTION	Principal Engineer Rate/Hr. 146.73		Project Manager Rate/Hr. 146.73		Project Engineer Rate/Hr. 146.73		Rate/Hr. 0		Rate/Hr. 0.00		Rate/Hr. 0		TOTAL		
		MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits		$0.00	24	$3,521.52		$0.00		$0.00		$0.00		$0.00	24	$3,521.52	$146.73
F.	Shop Drawing Reviews		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Roadway		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Aesthetic Elements		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements		$0.00	4	$586.92		$0.00		$0.00		$0.00		$0.00	4	$586.92	$146.73
G.	Requests for Information		$0.00		$0.00	32	$4,695.36		$0.00		$0.00		$0.00	32	$4,695.36	$146.73
H.	Meetings	8	$1,173.84		$0.00		$0.00		$0.00		$0.00		$0.00	8	$1,173.84	$146.73
I.	Plan Revisions		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
J.	Bridge Load Ratings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	24	$3,521.52		$0.00	40	$5,869.20		$0.00		$0.00		$0.00	64	$9,390.72	$146.73
L.	Utilities		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	**32**	**$4,695.36**	**28**	**$4,108.44**	**72**	**$10,564.56**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**132**	**$19,368.36**	**$146.73**

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$19,368.36
Class II Subconsultant (Loaded Rates)	
ANTILLIAN FEE:	**$19,368.36**

POST DESIGN SERVICES

Activity E: Field Visits

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Review	LS	1	24		24		Review of geotechnical related field conditions
2.	EA	1			0		
3.							
4.							
Subtotal:				**0**	**24**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**24**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

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

POST DESIGN SERVICES

Activity G: Requests for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA			N/A	0	0	
2. Drainage	EA			N/A	0	0	
3. Fiber Optic Network & Related Items	EA			N/A	0	0	
4. Signing and Marking	EA			N/A	0	0	
5. Structures	EA			N/A	0	0	
6. Lighting	EA			N/A	0	0	
7. Utilities	EA			N/A	0	0	
8. Aesthetic Elements	EA			N/A	0	0	
9. Geotechnical Elements	LS	1	32	N/A	32	0	Respond to geotechnical related RFI's
10.							
Subtotal:				**0**	**32**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**32**	**0**	

POST DESIGN SERVICES

Activity H: Meetings

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

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Review Pile Testing Reports and Driving Criteria	LS	1	24	N/A	24	0	
2. Surcharge Monitoring/TSP	LS	1	40	N/A	40	0	
3.	EA			N/A	0	0	
4.	EA			N/A	0	0	
Subtotal:				**0**	**64**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**64**	**0**	

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Geotechnical Elements

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Pile Installation Plan	LS	1	4	N/A	4	0	
	EA			N/A	0	0	
Subtotal:					**4**	**0**	
21. Quality Control	0%		N/A	N/A	N/A	0	
22. Supervision	0%		N/A	N/A	N/A	0	
Totals:					**4**	**0**	

CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 26, 2016

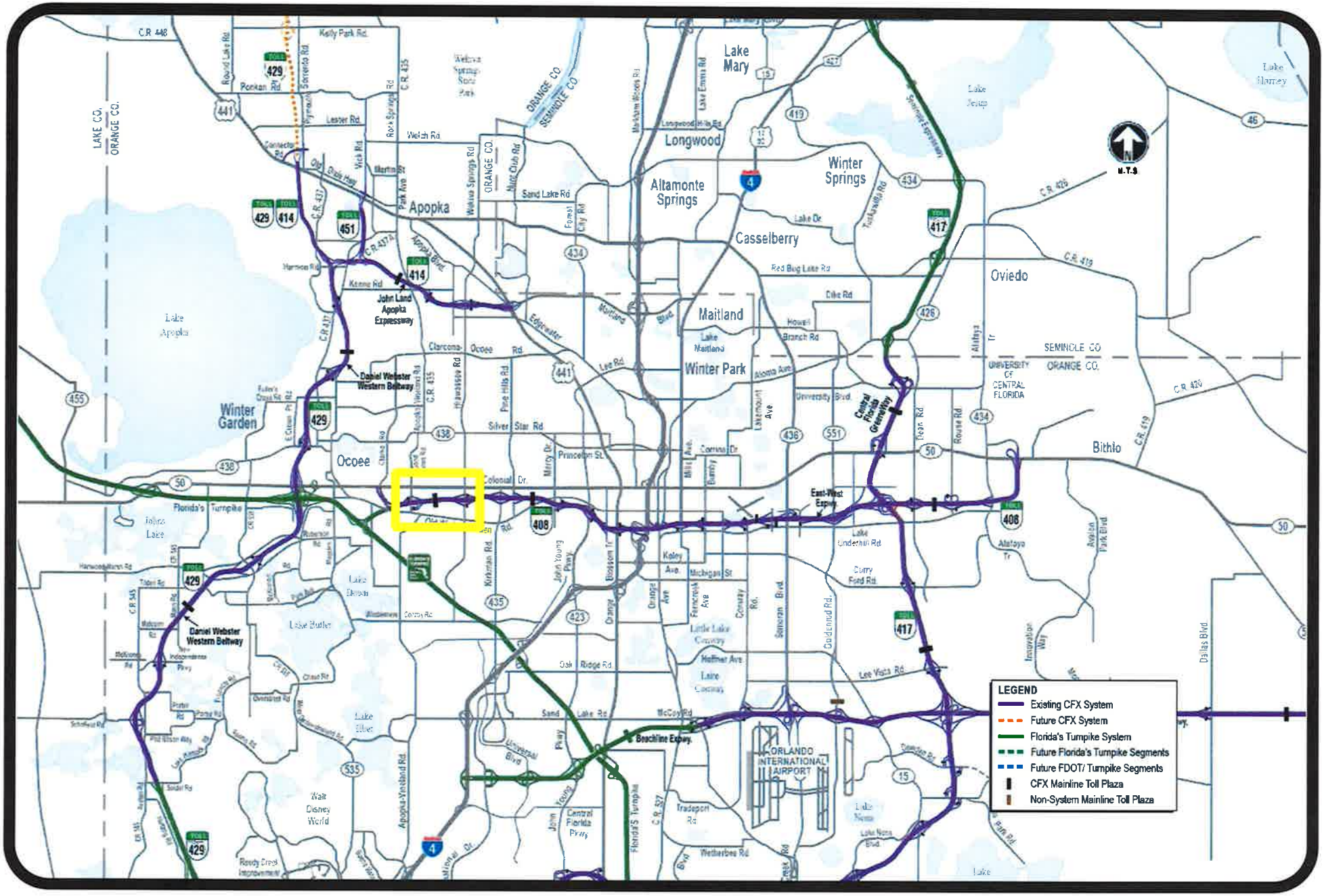
SUBJECT: Authorization for Approval of Supplemental Agreement No. 2
Post Design Services
S.R. 408 Widening From Good Homes Road to Hiawassee Road
Project 408-127, Contract No. 001065

Board approval is requested for Supplemental Agreement No. 2 with TLP Engineering Consultants, Inc. in the not-to-exceed amount of $214,164.38 for Post Design Services related to Project 408-127. Services will include shop drawing reviews, attendance at construction meetings, site visits and responding to contractor's request for additional information.

This Supplemental Agreement will be a continuation of an agreement previously approved by CFX for this project. (Original Agreement dated March 12, 2015)

Original Contract Amount	$1,550,000.00
Amount of Supplemental Agreement No. 1	$ 49,379.81
Amount of Supplemental Agreement No. 2 (PDS)	$ 214,164.38
Total Revised Contract Amount	$1,813,544.19

Reviewed by:
Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 408 Widening Good Homes Road to Hiawassee Road (408-127)

Project 408-127
Contract 001065

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES

S.R. 408 From Good Homes Road to Hiawassee Road

THIS SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called the "CFX" and the consulting firm of TLP ENGINEERING CONSULTANTS, INC., hereinafter called the "CONSULTANT."

WHEREAS, Section 4.24 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 12th day of March 2015 provides that after completion of the services outlined in Exhibit "A" for Project Number 408-127 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the CONSULTANTS'S correspondence to CFX dated July 26, 2016 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the CONSULTANT'S correspondence to CFX dated July 26, 2016. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $214,164.38.

3. Section 4.24 of the original Agreement for Professional Services is revised as outlined in Exhibit "A," which is attached hereto and made a part of this Supplemental Agreement.

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

All provisions of said Agreement for Professional Services, or any Supplements thereto, not

modified by the above, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and of the said Agreement for Professional Services, or any Supplements thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness:_____ By:_____

Assistant Secretary Director of Procurement

TLP ENGINEEING CONSULTANTS, INC.

Witness:_____ By:_____

Print Name: Print Name:

Title: Title:

\\dfsprd1\EA_Staff\Departments\Engineering\General\408-127\Supplemental Agreements\PDS\PDS-408-127 - SA2.docx

Exhibit "A"

Project 408-127
S.R. 408 Widening From Good Homes Road to Hiawassee Road
Post-Design Scope of Services (Section 4.24)

4.24 Post Design Services

A. Compensation

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

B. General Support

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

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

C. Pre-bid Conference

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

D. Addenda

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

E. Field Visits

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

F. Shop Drawing Reviews

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

G. Post-Design Contact

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

H. Timeliness

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

I. Meetings

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

J. Bridge Load Ratings

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

K. Geotechnical Engineering

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

L. Utilities

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

M. Record Drawings

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

Jeannie Perez

From:	Beverly Munoz <beverly.munoz@tlpeng.com>
Sent:	Tuesday, July 26, 2016 2:27 PM
To:	Jeannie Perez
Cc:	Stephen Dickison
Subject:	T201403-CFX SR 408 PDS Revised Fee Sheets
Attachments:	408-127 Post Design Estimate-TOTAL Rev 7-26-16.pdf

Jeannie,

Revised total fee package is attached.

Beverly Muñoz

Engineering Consultants, Inc.

11486 Corporate Boulevard
Suite 151
Orlando, Florida 32817

Office: 407.901.5060 (Ext. 5064)
Direct: 407.901.5064
Fax: 407-512-6560
Email: beverly.munoz@tlpeng.com
www.tlpeng.com

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TLP Engineering Consultants, Inc.

Prime Consultant
SR 408 Widening Good Homes Road to
Hiawassee Road 408-127
Post Design Fee Proposal

Total Fee: $214,164.38

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
SR 408 Widening from Good Homes Rd to Hiawassee Rd (408-127)

PRIME CONSULTANT: TLP

	POST DESIGN ACTIVITY DESCRIPTION	TOTAL HOURS	Senior Engineer Rate/Hr. 63.00		Project Engineer Rate/Hr. 51.45		Engineer Rate/Hr. 42.33		Senior Designer Rate/Hr. 34.50		Engineering Intern Rate/Hr. 14.00		Rate/Hr.		Rate/Hr.		TOTAL		
			MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference	4	1	$63.00	2	$102.90	1	$42.33	0	$0.00	0	$0.00		$0.00		$0.00	4	$208.23	$52.06
D.	Addenda	18	2	$126.00	10	$514.50	3	$126.99	3	$103.50	0	$0.00		$0.00		$0.00	18	$870.99	$48.39
E.	Field Visits	16	8	$504.00	8	$411.60	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	16	$915.60	$57.23
F.	Shop Drawing Reviews																		
	Roadway	18	2	$126.00	10	$514.50	3	$126.99	3	$103.50	0	$0.00		$0.00		$0.00	18	$870.99	$48.39
	Drainage/Permits	43	6	$378.00	26	$1,337.70	6	$253.98	5	$172.50	0	$0.00		$0.00		$0.00	43	$2,142.18	$49.82
	Fiber Optic Network	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking	43	6	$378.00	26	$1,337.70	6	$253.98	5	$172.50	0	$0.00		$0.00		$0.00	43	$2,142.18	$49.82
	Structures	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signalization	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	77	8	$504.00	54	$2,778.30	10	$423.30	5	$172.50	0	$0.00		$0.00		$0.00	77	$3,878.10	$50.36
H.	Plan Revisions	78	8	$504.00	54	$2,778.30	10	$423.30	6	$207.00	0	$0.00		$0.00		$0.00	78	$3,912.60	$50.16
I.	Meetings	88	10	$630.00	54	$2,778.30	13	$550.29	11	$379.50	0	$0.00		$0.00		$0.00	88	$4,338.09	$49.30
J.	Bridge Load Ratings	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings	94	8	$504.00	70	$3,601.50	10	$423.30	6	$207.00	0	$0.00		$0.00		$0.00	94	$4,735.80	$50.38
N.	Project Management	112	56	$3,528.00	56	$2,881.20	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	112	$6,409.20	$57.23
	TOTALS:	591	115	$7,245.00	370	$19,036.50	62	$2,624.46	44	$1,518.00	0	$0.00	0	$0.00	0	$0.00	591	$30,423.96	$51.48

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

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

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$30,423.96
Multiplier: 3.06	$93,097.32
Field Exploration	
Laboratory Testing	
TLP FEE:	**$93,097.32**
Subconsultants:	
FBT	$70,813.58
TEDS	$32,259.94
AWK	$8,216.32
GEC	$9,777.22
TOTAL FEE:	**$214,164.38**

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity C: Pre-Bid Conference

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

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity D: Addenda

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Addenda	EA	1	16		16		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	
12. Supervision	3%		N/A	N/A	1	0	
Totals:				**0**	**18**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity E: Field Visit

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits	EA	4	4		16		16 month contract x visit every 4 months
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**16**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	1	18		18		See activity F for details
2. Drainage/Permits	LS	1	43		43		See activity F for details
3. Fiber Optic Network	LS	0	0		0		See activity F for details
4. Signing and Marking	LS	1	43		43		See activity F for details
5. Structures	LS	0	0		0		See activity F for details
6. Lighting	LS	0	0		0		See activity F for details
7. Utilities	LS	0	0		0		N/A
8. Signalization	LS	0	0		0		See activity F for details
9.							
10.							
Subtotal:				**0**	**104**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	Included in each line item
12. Supervision	0%		N/A	N/A	N/A	0	Included in each line item
Totals:				**0**	**104**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Roadway

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Pavement	EA	1	8		8		
2. MOT	EA	1	8		8		
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**18**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Drainage/Permit

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Drainage Structures	EA	20	2		40		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**40**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**43**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Signing and Marking

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Sign Panels	EA	20	2		40		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**40**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**43**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity G: Request for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	1	24		24		
2. Drainage/Permitting	EA	1	24		24		
3. Signing and Pavement Marking	EA	1	24		24		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**72**	**0**	
11. Quality Control	5%		N/A	N/A	4	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**77**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity H: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	1	24		24		
2. Drainage/Permitting	EA	1	24		24		
3. Signing and Pavement Marking	EA	1	24		24		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**72**	**0**	
11. Quality Control	5%		N/A	N/A	4	0	
12. Supervision	3%		N/A	N/A	2	0	
Totals:				**0**	**78**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity I: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Pre-Award Meeting	EA	1	4		4		2 attendees @ 2 hours
2. Construction NTP Meeting	EA	1	4		4		2 attendees @ 2 hours
3. Construction Meetings	EA	1	64		64		biweekly (32 weeks x 2 hours)
4. Partnering Meetings	EA	1	16		16		2 attendees @ 8 hours
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**88**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**88**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	EA	1	40		40		
2. Drainage/Permitting	EA	1	24		24		
3. Signing and Pavement Marking	EA	1	24		24		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**88**	**0**	
11. Quality Control	5%		N/A	N/A	4	0	
12. Supervision	2%		N/A	N/A	2	0	
Totals:				**0**	**94**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TLP

POST DESIGN SERVICES

Activity N: Project Management

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Monthly progress reports and invoices	Month	16	2		32		
2. Subconsultant Coordination	Month	16	1		16		
3. Project Coordination	Week	64	1		64		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**112**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**112**	**0**	

Florida Bridge and Transportation, Inc.

Sub-Consultant
SR 408 Widening Good Homes Road to
Hiawassee Road 408-127
Post Design Fee Proposal

Fee: $70,813.58

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
SR 408 Widening from Good Homes Rd to Hiawassee Rd (408-127)

SUB CONSULTANT: FBT

	POST DESIGN ACTIVITY DESCRIPTION	TOTAL HOURS	Senior Engineer Rate/Hr. 67.38		Senior Project Engineer Rate/Hr. 51.00		Senior Designer Rate/Hr. 40.50		Engineering Intern Rate/Hr. 27.77		Rate/Hr.		Rate/Hr.		Rate/Hr.		TOTAL		
			MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda	22	2	$134.76	14	$714.00	3	$121.50	3	$83.31		$0.00		$0.00		$0.00	22	$1,053.57	$47.89
E.	Field Visits	32	3	$202.14	20	$1,020.00	5	$202.50	4	$111.08		$0.00		$0.00		$0.00	32	$1,535.72	$47.99
F.	Shop Drawing Reviews																		
	Roadway	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures	232	28	$1,886.64	141	$7,191.00	35	$1,417.50	28	$777.56		$0.00		$0.00		$0.00	232	$11,272.70	$48.59
	Lighting	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signalization	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	86	10	$673.80	53	$2,703.00	13	$526.50	10	$277.70		$0.00		$0.00		$0.00	86	$4,181.00	$48.62
H.	Plan Revisions	39	4	$269.52	24	$1,224.00	6	$243.00	5	$138.85		$0.00		$0.00		$0.00	39	$1,875.37	$48.09
I.	Meetings	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
J.	Bridge Load Ratings	26	3	$202.14	16	$816.00	4	$162.00	3	$83.31		$0.00		$0.00		$0.00	26	$1,263.45	$48.59
K.	Geotechnical Services	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings	43	6	$404.28	26	$1,326.00	6	$243.00	5	$138.85		$0.00		$0.00		$0.00	43	$2,112.13	$49.12
N.	Project Management	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	480	56	$3,773.28	294	$14,994.00	72	$2,916.00	58	$1,610.66	0	$0.00	0	$0.00	0	$0.00	480	$23,293.94	$48.53

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

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

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$23,293.94
Multiplier: 3.04	$70,813.58
Field Exploration	
Laboratory Testing	
FBT FEE:	**$70,813.58**

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity D: Addenda

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Addenda	EA	1	20		20		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**20**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**22**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity E: Field Visit

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Field Visits	EA	8	4		32		bi-monthly (16 month contract)
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**32**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**32**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	0	0		0		See activity F for details
2. Drainage/Permits	LS	0	0		0		See activity F for details
3. Fiber Optic Network	LS	0	0		0		See activity F for details
4. Signing and Marking	LS	0	0		0		See activity F for details
5. Structures	LS	1	232		232		See activity F for details
6. Lighting	LS	0	0		0		See activity F for details
7. Utilities	LS	0	0		0		N/A
8. Signalization	LS	0	0		0		See activity F for details
9.							
10.							
Subtotal:				**0**	**232**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	Included in each line item
12. Supervision	0%		N/A	N/A	N/A	0	Included in each line item
Totals:				**0**	**232**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures (Lake Sherwood WB Widening)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Prestressed Beams	EA	2	4		8		
2. Architectural Cladding	EA	2	6		12		
3. Storm Water Pipe Support and Grating System	EA	2	6		12		
4. Cofferdam System for Bridge Pier Footings	EA	1	4		4		
5. Expansion Joint System and Method of Installation	EA	1	2		2		
6. FON Line Temporary Support System	EA	1	6		6		
7. Deck Forms	EA	1	2		2		
8. Overhang Forms	EA	1	4		4		
9. Pile Installation Plans	EA	1	4		4		
10. Concrete Mixes	EA	1	2		2		
11. Bearings	EA	1	2		2		
Subtotal:				**0**	**58**	**0**	
11. Quality Control	5%		N/A	N/A	3	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**62**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures (Haiwassee Road EB Widening)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Steel Girders and Details	EA	1	21		21		cross braces, diaphragms, stiffeners, camber, connections
2. Expansion Joint Systems	EA	1	2		2		including method of installation
3. MSE Wall	EA	1	6		6		reconstruction method and details
4. Deck Forms	EA	1	2		2		
5. Overhang Forms	EA	1	2		2		
6. Pile Installation Plans	EA	1	2		2		
7. Concrete Mixes	EA	1	2		2		
8. Bearings	EA	1	2		2		
9.							
10.							
Subtotal:				**0**	**39**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**42**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures (Haiwassee Road WB Widening)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Steel Girders and Details	EA	1	21		21		cross braces, diaphragms, stiffeners, camber, connections
2. Expansion Joint Systems	EA	1	2		2		including method of installation
3. MSE Wall	EA	1	6		6		reconstruction method and details
4. Deck Forms	EA	1	2		2		
5. Overhang Forms	EA	1	2		2		
6. Pile Installation Plans	EA	1	2		2		
7. Concrete Mixes	EA	1	2		2		
8. Bearings	EA	1	2		2		
9.							
10.							
Subtotal:				**0**	**39**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**42**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Structures (Miscellaneous)

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Noise Walls	EA	2	24		48		
2. Mast Arms	EA	5	2		10		
3. Overhead Cantilever Sign Structures	EA	2	4		8		
4. Bridge Mounted Sign Structures	EA	3	4		12		
5. CCTV and TMS Pole	EA	1	2		2		
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**80**	**0**	
11. Quality Control	5%		N/A	N/A	4	0	Included in each line item
12. Supervision	2%		N/A	N/A	2	0	Included in each line item
Totals:				**0**	**86**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity G: Request for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Structures	EA	20	4		80		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**80**	**0**	
11. Quality Control	5%		N/A	N/A	4	0	
12. Supervision	3%		N/A	N/A	2	0	
Totals:				**0**	**86**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity H: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Structures	EA	6	6		36		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**36**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	
12. Supervision	3%		N/A	N/A	1	0	
Totals:				**0**	**39**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity J: Bridge Load Ratings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. WB Lake Sherwood	EA	1	8		8		
2. EB Hiawasee Road	EA	1	8		8		
3. WB Hiawassee Road	EA	1	8		8		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**24**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**26**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: FBT

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Structures	LS	1	40		40		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**40**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	
12. Supervision	2%		N/A	N/A	1	0	
Totals:				**0**	**43**	**0**	

Traffic Engineering Data Solutions, Inc.

Sub-Consultant
SR 408 Widening Good Homes Road to
Hiawassee Road 408-127
Post Design Fee Proposal

Fee: $32,259.94

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
SR 408 Widening from Good Homes Rd to Hiawassee Rd (408-127)

SUB CONSULTANT: TEDS

	POST DESIGN ACTIVITY DESCRIPTION	TOTAL HOURS	Chief Engineer Rate/Hr. 55.00		Senior Engineer Rate/Hr. 53.33		Engineer Rate/Hr. 35.58		Senior Designer Rate/Hr. 35.48		Engineering Intern Rate/Hr. 22.51		Rate/Hr.		Rate/Hr.		TOTAL		
			MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
F.	Shop Drawing Reviews																		
	Roadway	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network	18	1	$55.00	7	$373.31	4	$142.32	4	$141.92	2	$45.02		$0.00		$0.00	18	$757.57	$42.09
	Signing and Marking	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting	18	1	$55.00	7	$373.31	4	$142.32	4	$141.92	2	$45.02		$0.00		$0.00	18	$757.57	$42.09
	Utilities	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signalization	22	3	$165.00	9	$479.97	4	$142.32	4	$141.92	2	$45.02		$0.00		$0.00	22	$974.23	$44.28
	Geotechnical Elements	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	51	5	$275.00	20	$1,066.60	10	$355.80	10	$354.80	6	$135.06		$0.00		$0.00	51	$2,187.26	$42.89
H.	Plan Revisions	78	6	$330.00	32	$1,706.56	16	$569.28	16	$567.68	8	$180.08		$0.00		$0.00	78	$3,353.60	$42.99
I.	Meetings	36	4	$220.00	14	$746.62	7	$249.06	7	$248.36	4	$90.04		$0.00		$0.00	36	$1,554.08	$43.17
J.	Bridge Load Ratings	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
L.	Utilities	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings	111	12	$660.00	44	$2,346.52	22	$782.76	22	$780.56	11	$247.61		$0.00		$0.00	111	$4,817.45	$43.40
N.	Project Management	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	334	32	$1,760.00	133	$7,092.89	67	$2,383.86	67	$2,377.16	35	$787.85	0	$0.00	0	$0.00	334	$14,401.76	$43.12

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

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

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:		$14,401.76
Multiplier:	2.24	$32,259.94
Field Exploration		
Laboratory Testing		
TEDS FEE:		**$32,259.94**

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Roadway	LS	0	0		0		See activity F for details
2. Drainage/Permits	LS	0	0		0		See activity F for details
3. Fiber Optic Network	LS	1	18		18		See activity F for details
4. Signing and Marking	LS	0	0		0		See activity F for details
5. Structures	LS	0	0		0		See activity F for details
6. Lighting	LS	1	18		18		See activity F for details
7. Utilities	LS	0	0		0		N/A
8. Signalization	LS	1	22		22		See activity F for details
9.							
10.							
Subtotal:				**0**	**58**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	Included in each line item
12. Supervision	0%		N/A	N/A	N/A	0	Included in each line item
Totals:				**0**	**58**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Fiber Optic Network

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Fiber Optic Test Procedures	EA	1	2		2		
2. Fiber Optic Equipment and Cabling	EA	1	2		2		
3. Electical Service Equipment and Cabling	EA	1	2		2		
4. ITS Device Cabinets and Other Enclosures	EA	1	2		2		
5. ITS Pull Boxes and Other Access Points	EA	1	2		2		
6. ITS Conduit Including Inner and Outer Duct	EA	1	2		2		
7. ITS Networking Equipment	EA	1	2		2		
8. CCTV Camera Lowering Device	EA	1	2		2		
9.							
10.							
11.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**18**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Lighting

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Underdeck Fixtures	EA	1	4		4		
2. Conduit and Wire	EA	1	4		4		
3. Load Center Equipment	EA	1	4		4		
4. LED Driver Cabinet Equipment	EA	1	4		4		
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**18**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity F: Shop Drawing Reviews - Signalization

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Mast Arms	EA	1	4		4		
2. Pull Boxes	EA	1	4		4		
3. Conduit and Wire	EA	1	4		4		
4. Pedestrian Feature Equipment	EA	1	4		4		
5. Internally Illuminated Signs	EA	1	4		4		
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**20**	**0**	
11. Quality Control	5%		N/A	N/A	1	0	Included in each line item
12. Supervision	2%		N/A	N/A	1	0	Included in each line item
Totals:				**0**	**22**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity G: Request for Information

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signalization	EA	4	4		16		
2. Lighting	EA	4	4		16		
3. ITS	EA	4	4		16		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**48**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	
12. Supervision	3%		N/A	N/A	1	0	
Totals:				**0**	**51**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity H: Plan Revisions

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signalization	EA	3	8		24		
2. Lighting	EA	3	8		24		
3. ITS	EA	3	8		24		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**72**	**0**	
11. Quality Control	5%		N/A	N/A	4	0	
12. Supervision	3%		N/A	N/A	2	0	
Totals:				**0**	**78**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity I: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Pre-Award Meeting	EA	1	4		4		Includes Signals, Lighting, ITS
2. Construction NTP Meeting	EA	1	4		4		Includes Signals, Lighting, ITS
3. Construction Meetings	EA	7	4		28		Includes Signals, Lighting, ITS
4. Partnering Meetings	EA	0	0		0		
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**36**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**36**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: TEDS

POST DESIGN SERVICES

Activity M: Record Drawings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Signalization	LS	1	40		40		
2. Lighting	LS	1	24		24		
3. ITS	LS	1	40		40		
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**104**	**0**	
11. Quality Control	5%		N/A	N/A	5	0	
12. Supervision	2%		N/A	N/A	2	0	
Totals:				**0**	**111**	**0**	

AWK Consulting Engineers, Inc.

Sub-Consultant
SR 408 Widening Good Homes Road to
Hiawassee Road 408-127
Post Design Fee Proposal

Fee: $8,216.32

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
SR 408 Widening from Good Homes Rd to Hiawassee Rd (408-127)

SUB CONSULTANT: AWK

	POST DESIGN ACTIVITY DESCRIPTION	TOTAL HOURS	Chief Engineer Rate/Hr. 204.32		Senior Engineer Rate/Hr. 146.05		Geotechnical Engineer Rate/Hr. 130.55		Sr. Eng. Technician Rate/Hr. 73.62		Eng. Technician Rate/Hr. 49.60		CADD Operator Rate/Hr. 76.44		Administrative Assistant Rate/Hr. 67.49		TOTAL		
			MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
F.	Shop Drawing Reviews																		
	Roadway	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signalization	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
H.	Plan Revisions	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
I.	Meetings	16	8	$1,634.56		$0.00	8	$1,044.40		$0.00		$0.00		$0.00		$0.00	16	$2,678.96	$167.44
J.	Bridge Load Ratings	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	40	4	$817.28	16	$2,336.80	16	$2,088.80	4	$294.48		$0.00		$0.00		$0.00	40	$5,537.36	$138.43
L.	Utilities	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	TOTALS:	56	12	$2,451.84	16	$2,336.80	24	$3,133.20	4	$294.48	0	$0.00	0	$0.00	0	$0.00	56	$8,216.32	$146.72

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

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

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$8,216.32
Field Exploration	
Laboratory Testing	
AWK FEE:	**$8,216.32**

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: AWK

POST DESIGN SERVICES

Activity I: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Other Meetings	EA	4	4		16		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**16**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: AWK

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Shop Drawings	EA	4	4		16		
2. RFI	EA	5	4		20		
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**36**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	
12. Supervision	5%		N/A	N/A	2	0	
Totals:				**0**	**40**	**0**	

Geotechnical and Environmental Consultants, Inc (GEC)

Sub-Consultant
SR 408 Widening Good Homes Road to
Hiawassee Road 408-127
Post Design Fee Proposal

Fee: $9,777.22

Central Florida Expressway Authority
Post Design Services Summary Fee Sheet
SR 408 Widening from Good Homes Rd to Hiawassee Rd (408-127)

SUB CONSULTANT: GEC

	POST DESIGN ACTIVITY DESCRIPTION	TOTAL HOURS	Chief Engineer Rate/Hr. 203.95		Senior Engineer Rate/Hr. 178.47		Project Engineer Rate/Hr. 135.47		Engineering Intern Rate/Hr. 73.02		CADD/GIS Technician Rate/Hr. 97.57		Sr. Engineering Tech Rate/Hr. 86.84		Secretary/Clerical Rate/Hr. 68.90		TOTAL		
			MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MAN HRS.	Cost by Pos & Act	MH BY ACTIVITY	SALARY COST BY ACTIVITY	AVG HRLY RATE
C.	Pre-Bid Conference	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
D.	Addenda	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
E.	Field Visits	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
F.	Shop Drawing Reviews																		
	Roadway	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Drainage/Permits	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Fiber Optic Network	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signing and Marking	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Structures	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Lighting	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Utilities	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Signalization	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
	Geotechnical Elements	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
G.	Requests for Information	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
H.	Plan Revisions	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
I.	Meetings	16	8	$1,631.60		$0.00	8	$1,083.76		$0.00		$0.00		$0.00		$0.00	16	$2,715.36	$169.71
J.	Bridge Load Ratings	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
K.	Geotechnical Services	40	10	$2,039.50		$0.00	24	$3,251.28		$0.00		$0.00		$0.00	6	$413.40	40	$5,704.18	$142.60
L.	Utilities	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
M.	Record Drawings	0		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	0	$0.00	#DIV/0!
N.	Project Management	8	4	$815.80		$0.00	4	$541.88		$0.00		$0.00		$0.00		$0.00	8	$1,357.68	$169.71
	TOTALS:	64	22	$4,486.90	0	$0.00	36	$4,876.92	0	$0.00	0	$0.00	0	$0.00	6	$413.40	64	$9,777.22	$152.77

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES:

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

TOTAL CONTRACT FEE COMPUTATIONS:

TOTAL ACTIVITY SALARY COSTS:	$9,777.22
Field Exploration	
Laboratory Testing	
GEC FEE:	**$9,777.22**

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: GEC

POST DESIGN SERVICES

Activity I: Meetings

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Other Meetings	EA	4	4		16		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**16**	**0**	
11. Quality Control	0%		N/A	N/A	N/A	0	
12. Supervision	0%		N/A	N/A	N/A	0	
Totals:				**0**	**16**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: GEC

POST DESIGN SERVICES

Activity K: Geotechnical Services

Task	Basis of Estimate	Number of Units	Hours per Unit	Number of Sheets	Total Hours	CADD Hours	Remarks
1. Geotechnical Services	EA	1	36		36		Consult on Pile Driving and Problematic Soil Issues
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Subtotal:				**0**	**36**	**0**	
11. Quality Control	5%		N/A	N/A	2	0	
12. Supervision	5%		N/A	N/A	2	0	
Totals:				**0**	**40**	**0**	

SR 408 Widening: Good Homes Rd to Hiawassee Rd 408-127
Central Florida Expressway Authority
Consultant: GEC

POST DESIGN SERVICES

Activity N: Project Management

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

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 26, 2016

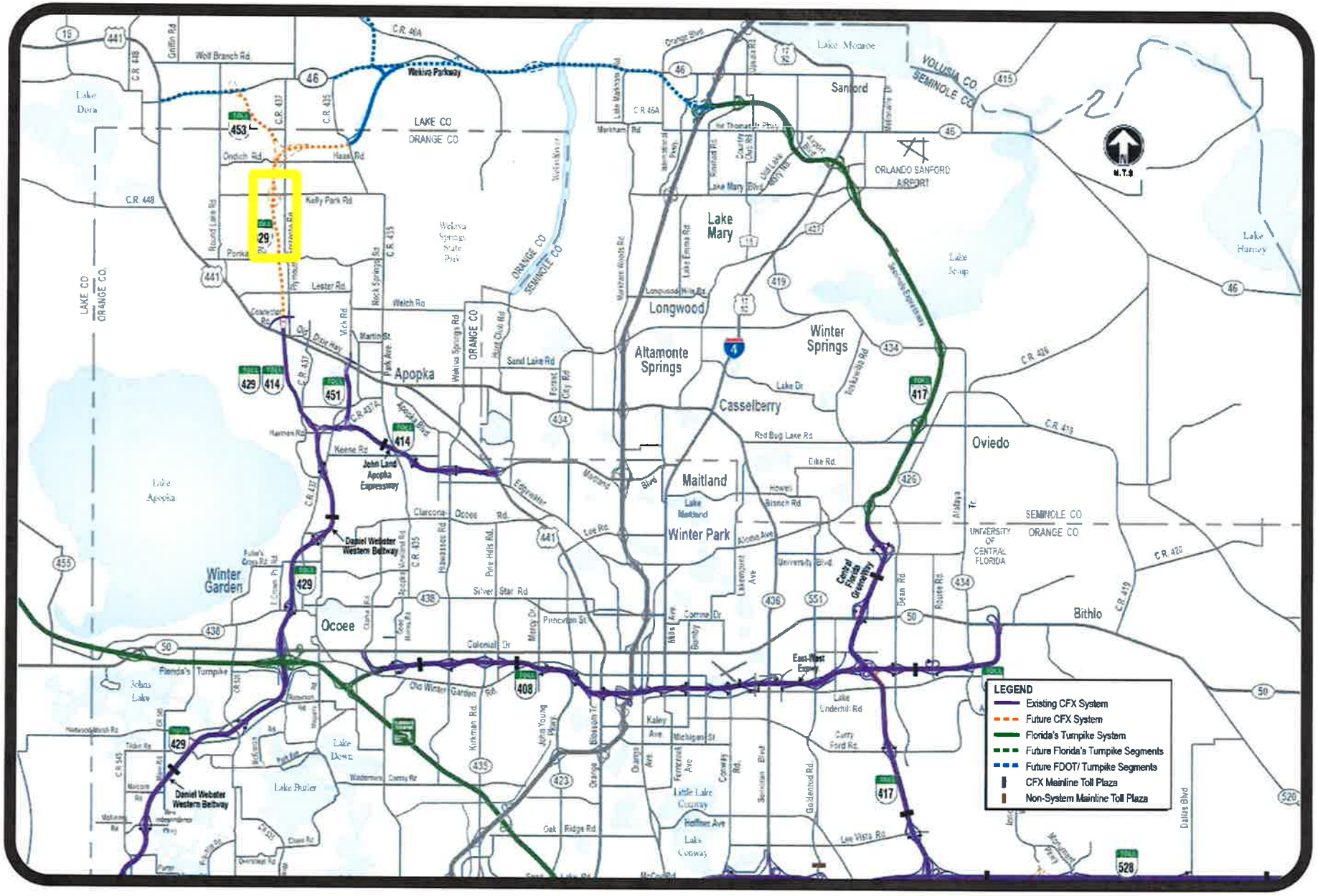
SUBJECT: Authorization for Approval of Supplemental Agreement No. 7
Post Design Services
S.R. 429 (Wekiva Parkway) From North of Ponkan Road to North of Kelly Park Road
Project 429-203A, Contract No. 000981

Board approval is requested for Supplemental Agreement No. 7 with Dewberry Engineers Inc. D/B/A Bowyer-Singleton in the not-to-exceed amount of $89,963.21 for Post Design Services related to Project 429-203A. Services will include shop drawing reviews, attendance at construction meetings, site visits and responding to contractor's request for additional information.

This Supplemental Agreement will be a continuation of an agreement previously approved. (Original Agreement dated May 21, 2012)

Original Contract Amount	$3,650,000.00
Amount of Supplemental Agreement No. 1	$ 0.00
Amount of Supplemental Agreement No. 2	$ 700,000.00
Amount of Supplemental Agreement No. 3	$ 0.00
Amount of Supplemental Agreement No. 4	$ 275,000.00
Amount of Supplemental Agreement No. 5 (PDS 429-203)	$ 580,000.00
Amount of Supplemental Agreement No. 5A (PDS 429-203)	$ 0.00
Amount of Supplemental Agreement No. 6	$ 0.00
Amount of Supplemental Agreement No. 7 (PDS 429-203A)	$ 89,963.21
Total Revised Contract Amount	$5,294,963.21

Reviewed by:
Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 429 (Wekiva Parkway) From North of Ponkan Road to North of Kelly Park Road (429-203A)

Project 429-203A
Contract 000981

SUPPLEMENTAL AGREEMENT NO. 7

TO

AGREEMENT FOR PROFESSIONAL SERVICES

POST DESIGN SERVICES (FOR 429-203A)

S.R. 429 (Wekiva Parkway) From North of Ponkan Road to North of Kelly Park Road

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

WHEREAS, Section 4.27 of Exhibit "A" of the Agreement for Professional Services between CFX and the CONSULTANT, dated the 21st day of May 2012 provides that after completion of the services outlined in Exhibit "A" for Project Number 429-203 of the said Agreement for Professional Services, CFX may negotiate with the CONSULTANT a Supplemental Agreement for Post Design Services and whereas, Articles 2.00 and 12.00 of the Agreement for Professional Services provide that in the event that CFX shall change the amount of work of the said Agreement for Professional Services, the fees to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CFX hereby authorizes the CONSULTANT to proceed with Post Design Services required as outlined in the Wekiva Parkway Corridor Consultant's correspondence to CFX dated June 23, 2016 which is attached hereto and made a part of this Supplemental Agreement.

2. All invoices from the CONSULTANT for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original CONSULTANT 'S contract amount for final design services and shall only be for those services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the Wekiva Parkway Corridor Consultant's correspondence to CFX dated June 23, 2016. Direct expenses will be reimbursed for local travel only (per mile). The maximum fee for Post Design Services shall be $89,963.21.

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

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

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

Witness:_____ By:_____

Assistant Secretary Director of Procurement

DEWBERRY ENGINEERS INC.
D/B/A DEWBERRY / BOWYER - SINGLETON

Witness:_____ By:_____

Print Name: Print Name:

Title: Title:

\\dfsprd1\EA_Staff\Departments\Engineering\General\429-203\Supplemental Agreements\Post Design\Dewberry PDS-429-203A - SA7.doc

Exhibit "A"

Project 429-203A
S.R. 429 (Wekiva Parkway) from North of Ponkan Road to North of Kelly Park Road
Post-Design Scope of Services (Section 4.27)

4.27 Post Design Services

A. Compensation

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

B. General Support

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

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

C. Pre-bid Conference

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

D. Addenda

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

E. Field Visits

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

F. Shop Drawing Reviews

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

G. Post-Design Contact

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

H. Timeliness

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

I. Meetings

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

J. Bridge Load Ratings

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

K. Geotechnical Engineering

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

L. Utilities

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

M. Record Drawings

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

CH2M
225 East Robinson St, Ste 505
Orlando, FL 32801
O +1 407 423 0030
F +1 407 839 5901
www.ch2m.com

June 23, 2016

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

RE: Wekiva Parkway
Contract No. 000981
Project No. 429-203A
Post-Design Services Supplemental Agreement No. 7

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

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

The package submitted and reviewed is requesting a fee of $89,963.21.

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

Sincerely,
CH2M HILL

Scott L. Bear

Scott Bear
Project Manager

cc: File (w/attach)

Dewberry

Project # 429-203A - Wekiva Parkway
Post Design Services
6/2/2016
Dewberry

TOTAL CONTRACT FEE COMPUTATIONS		Check Appropriate Box
Total Activity Salary Costs	$7,779.36	(X) Initial Estimate Post Design
Post Design Multiplier	3.23	
Subtotal	$25,127.33	( ) Revised Estimate No. 1 Post Design
Field Survey (2 days @ $1,228.48/Day)	$2,456.96	
		( ) Revised Estimate No. 2 Post Design
Dewberry Fee Total	$27,584.29	
		( ) Revised Estimate No. 3 Post Design
		( ) Revised Estimate No. 4 Post Design
SUBCONSULTANTS		( ) Revised Estimate No. 5 Post Design
Atkins	$51,972.83	
GMB	$10,406.09	
Ardaman	$0.00	
Nadic	$0.00	
Balmoral	$0.00	
WBQ	$0.00	
SUBCONSULTANT SUBTOTAL	$62,378.92	
MAXIMUM FEE	$89,963.21	

6/2/2016

Dewberry
Estimate of Work Effort and Cost - Prime
Post Design Services

Dewberry

Project # 429-203A - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Project Mgr.		Senior Engineer		Engineer		Sr Engineering Tech		Engineering Tech		Clerical		Total M/H	Salary Costs
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	By Activity	By Activity
Requests for Information	10	$74.05	40	$50.50	40	$ 32.13	6	$33.00	0	$16.75	0	$0.00	96	$4,244
PreConstruction Conference	0	$74.05	0	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	0	$0
Addenda	0	$74.05	0	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	0	$0
Shop Drawing Reviews	4	$74.05	6	$50.50	12	$ 32.13	6	$33.00	0	$16.75	0	$0.00	28	$1,183
Plans Revisions	2	$74.05	4	$50.50	6	$ 32.13	6	$33.00	0	$16.75	0	$0.00	18	$741
Coordination	0	$74.05	0	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	0	$0
Field Visits	0	$74.05	0	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	0	$0
Meetings	0	$74.05	0	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	0	$0
Partnering	0	$74.05	0	$50.50	0	$ 32.13	0	$33.00	0	$16.75	0	$0.00	0	$0
Record Drawings	4	$74.05	8	$50.50	14	$ 32.13	14	$33.00	0	$16.75	0	$0.00	40	$1,612
TOTALS	20	$1,481.00	58	$2,929.00	72	$2,313.36	32	$1,056.00	0	$0.00	0	$0.00	182	$7,779.36

TOTAL LABOR	**$7,779.36**
Post Design Multiplier	**3.23**
GRAND TOTAL	**$25,127.33**

TASK LIST

Consultant Name: Dewberry
CFX Project No.: 429-203A
Date: 6/2/2016

Project Name: Wekiva Parkway

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Roadway	EA	24	4		96		Assume 1 per Month for 24 mo
Drainage	EA	0	0		0		
SPM	EA	0	0		0		
Structures	EA	0	0		0		
Toll Plaza	EA				0		
RFI Subtotal					**96**		
Preconstruction Conference	LS	1	0		**0**		
Addenda	LS	1	0		**0**		
Shop Drawing Reviews							
Roadway	LS	1	28		28		
Drainage	LS	1	0		0		
SPM	LS	1	0		0		
Structures	LS	1	0		0		
Toll Plaza	LS				0		
Shop Drawing Subtotal					**28**		
Plans Revisions							
Roadway	EA	3	6	6	18		Estimate at 5% of 124 Sheets, Includes QC
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					**18**		
Coordination	EA				**0**		
Field Visits	EA				**0**		
Meetings	EA				**0**		
Partnering	EA				**0**		
Record Drawings	LS	1	40		**40**		
TOTAL					**182**		

Atkins

Project # 429-203 - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Chief Engineer		Sr Engineer III		Sr ITS Analyst III		Sr Engineer II		Sr ITS Analyst I		Sr Designer		CADD Tech		Total M/H By Activity	Salary Costs By Activity
	M/H	68.83	M/H	49.96	M/H	57.22	M/H	39.15	M/H	35.22	M/H	36.50	M/H	23.12		
Requests for Information	5	$344.15	9	$449.64	10	$572.20	0	$0.00	0	$0.00	0	$0.00		$0.00	24	$1,365.99
PreConstruction Conference	0		0		0		0		0		0				0	$0.00
Addenda	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00	0	$0.00
Shop Drawing Reviews	5	$344.15	64	$3,197.44	67	$3,833.74	64	$2,505.60	64	$2,254.08	0	$0.00		$0.00	264	$12,135.01
Plans Revisions	2	$137.66	12	$599.52	10	$572.20		$0.00	0	$0.00	4	$146.00		$0.00	28	$1,455.38
PM Coordination & Management	4	$275.32	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00	4	$275.32
Field Visits	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00		$0.00	0	$0.00
Meetings	0		0		0		0		0		0				0	$0.00
Partnering	0		0		0		0		0		0				0	$0.00
Record Drawings	1	$68.83	4	$199.84	4	$228.88	0	$0.00	0	$0.00	39	$1,423.50		$0.00	48	$1,921.05
TOTALS	17	1,170.11	89	4,446.44	91	5,207.02	64	2,505.60	64	2,254.08	43	1,569.50	0	0	368	$17,152.75

Atkins Multiplier - 3.03

$17,152.75

Multiplied Lab **$51,972.83**

TASK LIST

Consultant Name: Atkins
CFX Project No.: 429-203 proper only
Date: 6-23-16 REV

Project Name: Weliva Parkway (203)

ACTIVITY: POST DESIGN SERVICES: 203 Proper

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
	EA				0		
	EA				0		
SPM & ITS	EA	12	2		24		203A -24 months, 1 RFI every 2 months
	EA				0		
RFI Subtotal					**24**		
Preconstruction Conference	LS				0		no attendance
Addenda	LS				**0**		single addenda during bidding
Shop Drawing Reviews							
SAPM	LS				144		See backup sheet
ITS	LS				120		See backup sheet
Shop Drawing Subtotal					**264**		
Plans Revisions							
SAPM	LS	1	14		14		estimated
ITS	LS	1	14		14		estimated
Plans Revisions Subtotal					**28**		
PM Coordination & Management	LS	1	4		4		1/2 hr per month; 8 months beyond 203 proper
Field Visits	EA	0	0		0		none
Meetings	EA	0	0		0		No attendance at meetings
Partnering	EA	0	0		0		No attendance at partnering
Record Drawings	LS	1	48		48		203A - 130 sheets
TOTAL					**368**		

Shop Drawings 203A	No. of Sheets	Hours per Sheet	Subtotal	Remarks
SAPM				
Standard Package	203A	30	30	Regulatory, warning, toll shield
Overhead Panels			32	assume 2 submittals -10 panels 203A
VHB Package		10	10	calc worksheet verification, 203A
Photo check before shipping		8	8	
OH sign structures (203A)			64	4 total, 2 submittals - 8 hrs each
SAPM total			**144**	
ITS - 203A				
Fiber Optic Cables		12 per contract	16	Backbone, Feeder and drop cables
Electrical service		32 per contract	22	Assume 16 cut sheets at 1.3 hrs per cut sheet
DCS		24 per contract	16	Review DCS assembly submittal (includes DCS reader unit, Nema housing, cabling, connectors, antenna, mounting hardware)
TMS		20 per contract	12	Review TMS assembly submittal (includes TMS unit, cables, connectors, mounting hardware, testing procedures)
Cabinets		20 per contract	28	2 different cabinet configurations
Communication Devices		32 per contract	16	Switches, port servers, maintenance access ports
DMS			0	
OH Truss			0	
Access walkway			0	
Mix Designs			0	
Drilled shaft installation procedures			0	
TMS Poles			10	2 each
ITS TOTAL			**120**	
Shop Drawing Grand total			**264**	

6/2/2016

Dewberry
Estimate of Work Effort and Cost - Subconsultant (VHB)
Post Design Services

VHB

Project # 429-203A - Wekiva Parkway

Activity Salary Costs Summary

ACTIVITY	Chief Engineer		Project Manager		Project Engineer		Engineering Intern		N/A		Clerical	N/A	Total M/H	Salary Costs
	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	By Activity	By Activity
Requests for Information	8	$69.71	8	$39.62	8	$ 37.25	0	$26.12	0	$0.00	0	$0.00	24	$1,173
PreConstruction Conference	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Addenda	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Shop Drawing Reviews	8	$69.71	8	$39.62	8	$ 37.25	0	$26.12	0	$0.00	0	$0.00	24	$1,173
Plans Revisions	2	$69.71	2	$39.62	8	$ 37.25	0	$26.12	0	$0.00	0	$0.00	12	$517
Coordination	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Field Visits	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Meetings	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Partnering	0	$69.71	0	$39.62	0	$ 37.25	0	$26.12	0	$0.00	0	$0.00	0	$0
Record Drawings	2	$69.71	2	$39.62	8	$ 37.25	0	$26.12	0	$0.00	0	$0.00	12	$517
TOTALS	20	$1,394.20	20	$792.40	32	$1,192.00	0	$0.00	0	$0.00	0	$0.00	72	$3,378.60

TOTAL LABOR	**$3,378.60**
Post Design Multiplier	**3.08**
GRAND TOTAL	**$10,406.09**

TASK LIST

Consultant Name: VHB
CFX Project No.: 429-203A
Date: 6/2/2016

Project Name: Wekiva Parkway

ACTIVITY: POST DESIGN SERVICES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
Requests for Information (RFI)							
Lighting	EA	12	2		24		Assume 2 per Month for 24 months
Drainage	EA				0		
SPM	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
RFI Subtotal					24		
Preconstruction Conference	LS				0		
Addenda	LS				0		
Shop Drawing Reviews							
Lighting	LS	1	24		24		
Drainage	LS				0		
SPM	LS				0		
Structures	LS				0		
Toll Plaza	LS				0		
Shop Drawing Subtotal					24		
Plans Revisions							
Lighting	EA	2	6		12		Estimate at 5% of 40 Sheets, Includes QC
Drainage	EA				0		
Structures	EA				0		
Toll Plaza	EA				0		
SPM	EA				0		
Plans Revisions Subtotal					12		
Coordination	EA				0		
Field Visits	EA				0		
Meetings	EA				0		
Partnering	EA				0		
Record Drawings	LS	1	12		12		
TOTAL					72		

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams, Director of Procurement

DATE: August 2, 2016

SUBJECT: Approval of Insurance Proposal with FMIT Contract 000392

In order to obtain insurance on its assets, CFX utilizes an independent insurance broker, Arthur J. Gallagher Risk Management Services, Inc. (Gallagher), for risk management advice and the solicitation and evaluation of proposals for insurance coverage. Our current insurance policy for Workers Compensation/Employer's Liability, General Liability & Public Officials Liability, Automobile Liability, and Property & Crime expires on 9/30/16, and is with Florida Municipal Insurance Trust (FMIT), administered by the Florida League of Cities.

Gallagher marketed the CFX's package program again this year. There were a total of five carriers that were approached. Gallagher received one declination, and two indications that were not competitive. The other quote was from Zurich which was not as competitive due to the significantly higher deductible. The renewal quote from FMIT for the upcoming year of 10/1/16 to 9/30/17 has a policy premium for $154,504. This is an increase of 8% from last year's premium. Gallagher recommends renewing the policy with FMIT for the following reasons:

- FMIT is one of the few insurers which is able/willing to provide coverage for the unique exposure posed by CFX's roadways.
- Gallagher has found FMIT to have an on-going stable program.
- This quote is competitively solicited as noted above.

Staff concurs with Gallagher's recommendation and requests that the Board approve the insurance policy for 10/1/16 to 9/30/17 with FMIT at a premium not to exceed $160,000 (which will allow for possible slight increases or additions for property). The amount of $160,000 is included in the FY 2017 adopted Budget.

Reviewed by: Marc Ventura

Marc Ventura, Assistant Manager of Accounting and Finance

Insurance Proposal Prepared For

Central Florida Expressway Authority

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Presented: July 22, 2016
Revised: August 1, 2016

Arthur J. Gallagher & Co.
Chris Connelly ARM-P, ARe
Area Senior Vice President

Arthur J. Gallagher Risk Management Services, Inc.
200 S. Orange Avenue
Orlando, FL 32801

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Executive Summary

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

This program renews October 1, 2016 for a period of one year and includes coverage for Real and Personal Property, Time Element, Machinery & Equipment Breakdown, Crime, Faithful Performance, General Liability, Employee Benefits Administration Liability, Errors & Omissions (Public Officials) Liability, Employment Practices Liability, Auto Liability, Auto Physical Damage and Workers Compensation / Employers Liability.

CFX EXPOSURE CHANGES

The most significant change for CFX's casualty renewal in 2016 was the increase in exposure for property and workers compensation. CFX's exposures increased from expiring as follows:

Exposure	2015	2016	% CHANGE
Property Insured Values	$29,277,551	$32,225,713	+10%
Workers Compensation Payroll	$5,463,558	$6,453,481	+18%

2016 MARKETING & RENEWAL RESULTS

A full marketing of CFX package program was conducted as in previous years. We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program. Additionally, we have several options to consider with your current insurers should CFX desire to retain more risk.

CARRIER	RESPONSE	COMMENTS
Florida Municipal Insurance Trust	Quoted	Package: $154,504 Property Deductible $5K / 3% Named Storm Liability Deductible $0 Auto Physical Damage Deductible $500 WC Deductible $0 *NOTE: FMIT has over the past several years paid a member dividend back to CFX. This dividend check to CFX is projected to be $5,647 after the 10/1/2016 renewal is bound
Public Risk Management of Florida	Indication, Not-Competitive	Package: Declined to formally quote as their pricing was dramatically higher than FMIT
Brit – Lloyds	Indication, Not Competitive	Package: Indicated a minimum premium of $150,000 for $50,000 self-insured retention for all lines of insurance. Additionally, Brit cannot insure the full property limit which would result in additional premium costs.
Zurich	Quoted Property Option	Property: Could add property TIV of $32,225,713 to the current Zurich Bridge property policy subject to the same terms and conditions including $100K deductible and $500K Named Storm deductible.
Travelers	Declined to Quote	Package: Declined to formally quote

Executive Summary (Cont.)

Currently, the CFX FMIT package program is on guaranteed cost with the only deductible applying being a $5,000 property deductible and $500 comp/collision for auto physical damage coverage. FMIT has provided the below deductible options of $5,000, $25,000 and $50,000 across all lines of coverages.

Option 1: Higher Deductible of $5,000 with FMIT

- Provides CFX roughly $2,316 in premium savings; however, CFX must retain all losses below $5,000.
- In the past 5 years, CFX has total incurred losses of $29,064 on average below the $5,000 deductible.
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

Option 2: Higher Deductible of $25,000 with FMIT

- Provides CFX roughly $16,797 in premium savings; however, CFX must retain all losses below $25,000.
- In the past 5 years, CFX has total incurred losses of $83,501 on average below the $25,000 deductible.
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

Option 3: Higher Deductible of $50,000 with FMIT

- Provides CFX roughly $25,357 in premium savings; however, CFX must retain all losses below $50,000.
- In the past 5 years, CFX has total incurred losses of $108,501 on average below the $50,000 deductible.
- If future loss history improves, CFX could save money; however, it is exposed to more risk and would pay more if claims experience continues to be unfavorable.

An overview of the total premium from last year, as well as these options for consideration are included below:

		EXPIRING PROGRAM		PROPOSED PROGRAM				
LINE OF COVERAGE		CARRIER	COST	CARRIER	OPTION 1 AS EXPIRING	OPTION 2 $5,000 DEDUCTIBLE	OPTION 3 $25,000 DEDUCTIBLE	OPTION 4 $50,000 DEDUCTIBLE
Package Policy Including:	Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)		Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)				
Property including B&M; Crime, Finance Director Bond & Faithful Performance;	**Estimated Cost** Annualized Cost TRIA Premium		$48,256 Included Included Included		$51,235 Included Included Included	$51,235 Included Included Included	$49,330 Included Included Included	$47,733 Included Included Included
General Liability including EBL; Public Official Liability including EPL; Auto Liability; Auto Physical Damage; Workers Compensation/ Employee Liability			$19,507 Included $30,458 Included $4,160 $1,526 $39,398		$17,996 Included $30,155 Included $4,458 $1,826 $48,834	$17,075 Included $29,769 Included $3,992 $1,826 $48,291	$15,104 Included $28,783 Included $3,476 $ 1,826 $39,188	$15,502 Included $28,032 Included $3,212 $ 1,826 $32,842
Total Estimated Program Cost			**$143,305**		**$154,504**	**$152,188**	**$137,707**	**$129,147**
Percentage Change from Expiring					**8%**	**6%**	**-4%**	**-10%**

Executive Summary (Cont.)

Details of FMIT's offer for the 10/1/16 renewal are outlined in this proposal and the total premium for 2016 is $154,504. This is an increase of approximately 8% from expiring which is a result of increased in your 2016 property values and payroll exposure.

It is also important to note that recent rulings by the Florida Supreme Court are currently impacting workers compensation claims costs for all employers in the State, and have resulted in proposed NCCI rate increases. FMIT has confirmed that any changes to filed rates will not be assessed for 2016; however, this is important to note for future budgeting. We will of course keep CFX aware of the changes and their impact to public entities across the State.

FMIT has released their changes to Coverage Trust Agreement and the summary they provided in included within the Proposal. FMIT has not confirmed whether any changes will apply to any other coverage forms. As soon as we have this information, we will advise.

We appreciate the opportunity to work with CFX. In the following pages, we have provided further details on the insurance coverages. Thank you again for allowing us to be your partner in this placement.

Chris Connelly

Service Team

Chris Connelly has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Chris Connelly, ARM-P, ARe Area Senior Vice President	407-563-3513	Chris_Connelly@ajg.com	Producer
Carmen Bishop, AAI Client Service Manager Sr.	407-563-3546	Carmen_Bishop@ajg.com	Client Service Mgr

Arthur J. Gallagher Risk Management Services, Inc.
Main Office Phone Number: **(407) 370-2320**

Central Florida Expressway Authority

Named Insured

LINE OF COVERAGE	NAMED INSURED
Package	**Central Florida Expressway Authority**

Note: Any entity not named in this proposal may not be an insured entity. This may include partnerships and joint ventures.

Marketplace Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Florida Municipal Insurance Trust	Package	Recommended Quote	$154,504.00
Public Risk Underwriters (Program Management Services)	Package	Declined to Quote - Pricing not Competitive	
The Travelers Companies, Inc.	Package	Declined to Quote - Unacceptable Class of Business	
Lloyd's Synd 2987	Package	Indication (Written)* / Property would only provide $1M in limits subject to a $50K deductible. Liability would be at a minimum of $150K for a $5M limit.	

*The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Insurance Company Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Florida Municipal Insurance Trust	NA	Admitted

If the above indicated coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

*The above A.M. Best Rating was verified on the date the proposal document was created.

Guide to Best Ratings

Rating Levels and Categories

LEVEL	CATEGORY
A++, A+	Superior
A, A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Suspended

Financial Size Categories

(In $000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,00,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VII	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. View the A.M. Best Important Notice: Best's Credit Ratings for a disclaimer notice and complete details at http://www.ambest.com/ratings/notice.

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Insurance Company Ratings and Admitted Status (Cont.)

GUIDE TO BEST'S FINANCIAL STRENGTH RATINGS

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Best's Financial Strength Ratings

	Rating	Descriptor	Definition
Secure	A++, A+	Superior	Assigned to companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
	A, A-	Excellent	Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
	B++, B+	Good	Assigned to companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Vulnerable	B, B-	Fair	Assigned to companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C++, C+	Marginal	Assigned to companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
	C, C-	Weak	Assigned to companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
	D	Poor	Assigned to companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
	E	Under Regulatory Supervision	Assigned to companies (and possibly their subsidiaries/affiliates) placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal, ongoing insurance operations.
	F	In Liquidation	Assigned to companies placed in liquidation by a court of law or by a forced liquidation.
	S	Suspended	Assigned to rated companies when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.

Rating Modifiers

Modifier	Descriptor	Definition
u	Under Review	Indicates the rating may change in the near term, typically within six months. Generally is event driven, with positive, negative or developing implications.
pd	Public Data	Indicates rating assigned to insurer that chose not to participate in A.M. Best's interactive rating process. (Discontinued in 2010)
s	Syndicate	Indicates rating assigned to a Lloyd's syndicate.

Rating Outlooks

Indicates potential direction of a Best's Financial Strength Rating over an intermediate term, generally defined as 12 to 36 months.

Positive	Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.
Negative	Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.
Stable	Indicates low likelihood of a rating change due to stable financial/market trends.

Under Review Implications

Indicates the potential direction of a Best's Financial Strength Rating that is in Under Review status based on information currently available.

Positive	Indicates there is a reasonable likelihood the company's rating will be raised as a result of A.M. Best's analysis of a recent event.
Negative	Indicates there is a reasonable likelihood the company's rating will be lowered as a result of A.M. Best's analysis of a recent event.
Developing	Indicates there is uncertainty as to the final rating outcome, but there is a reasonable likelihood the company's rating will change as a result of A.M. Best's analysis of a recent event.

Not Rated Designation

NR: Assigned to companies that are not rated by A.M. Best.

Rating Disclosure

A Best's Financial Strength Rating opinion addresses the relative ability of an insurer to meet its ongoing insurance obligations. The ratings are not assigned to specific insurance policies or contracts and do not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. A Best's Financial Strength Rating is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In arriving at a rating decision, A.M. Best relies on third-party audited financial data and/or other information provided to it. While this information is believed to be reliable, A.M. Best does not independently verify the accuracy or reliability of the information. For additional details, see A.M. Best's *Terms of Use* at *www.ambest.com*.

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Version 080114

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM CARRIER	EXPIRING COST	PROPOSED PROGRAM CARRIER	ESTIMATED COST
Package	Premium	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	-	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	$154,504.00
	Estimated Cost		**$143,305.00**		**$154,504.00**
	Annualized Cost		-		-
	TRIA Premium		Included		$0.00
Total Estimated Program Cost			**$143,305.00**		**$154,504.00**

Quote from **Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)** is valid until **10/1/2016**

Gallagher is responsible for the placement of the following lines of coverage:
Package

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	Package	Installment Plan: - 25% minimum due October 1, 2016 - 25% minimum due January 1, 2017 - 25% minimum due April 1, 2017 - 25% minimum due July 1, 2017	Agency Bill

Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS	BUILDING DESCRIPTION
Package	1/1	525 S. Magnolia Avenue Orlando, FL	(Old Administration Building) Office
	2/1	762 South Goldenrod Rd. Orlando, FL	(East Service Center) E-Pass
	3/1	8919 W. Colonial Dr. Orlando, FL	(West Service Center) E-Pass
	4/1	4974 Orlando Tower Rd. Orlando, FL 32807	(New Admin Building) Office
	5/1	7015 Mccoy Road Orlando, FL 32822	(PAC VAN modular trailer) Field workers

Central Florida Expressway Authority

Program Details

Coverage: Package - Property Including Boiler & Machinery and Crime

Carrier: Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
All Covered Property	Yes	N/A

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT
Blanket Real & Personal Property	Limit	$32,225,713
Property In The Open (PITO) Blanket Sub-Limit (Real Property limit is inclusive of PITO Blanket Sub-Limit)	Sublimit	$100,000 / Changed from expiring; $25K per Location and $100K Aggregate
Extra Expense	Limit	$1,400,000
Electronic Data Processing:		-
- Equipment		Included in Contents
- Software		Included in Contents
- Equipment Breakdown		Included in Contents
Bond Coverage:		-
Employee Theft - Per Loss	Limit	$500,000
Faithful Performance - Per Loss	Limit	$500,000
Finance Director	Limit	$500,000
Crime Coverage:		-
Money - Loss Inside	Limit	$10,000
Outside the Premises	Limit	$10,000
Forgery or Alteration	Limit	$100,000

Deductibles:

COVERAGE	AMOUNT
Per Occurrence - Real & Personal Property, Other Property	$5,000

Program Details (Cont.)

Deductibles:

COVERAGE	AMOUNT
Named Storm Deductible	3% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT.
Business Income waiting period	72 Hours
Excess Flood Coverage:	-
- Flood Zones A & V deductible is excess of NFIP - Per Building	$500,000
- Other Flood Zones - Per Occurrence	$5,000 or AOP deductible, whichever is greater Reduced from $100,000 on expiring
Equipment Breakdown	
- Direct Coverages	Subject to the Real and Personal Property deductible described in proposal
- Indirect Coverages	Subject to the Time Element deductible described in proposal
- Pay for any loss under Service Interruption	Unless the interruption exceeds 24 hours
Bond Coverage:	-
- Employee Theft - Per Loss	$100
- Faithful Performance - Per Loss	$100

Additional Coverage:

	DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
	Property Coverage Extensions:			
	Excess Flood Coverage	Limit	$4,500,000	
	Terrorism	Limit	$5,000,000	
	Newly Acquired or Constructed Property	Limit	$2,000,000	
	Newly Acquired Business Personal Property	Limit	$500,000	
	Business Income	Limit	$500,000	
	Extra Expense	Limit	$1,000,000	
	Valuable Papers & Records	Limit	$3,000,000	
	Signs - Not attached to Buildings	Limit	$25,000	
	- Vehicular damage to signs	Limit	$10,000	Maximum
	Accounts Receivable	Limit	$500,000	
	Police Dogs & Horses:			
	- Death in line of duty	Limit	$15,000	
	- Annual Maximum	Limit	$30,000	

Program Details (Cont.)

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Electronic Data Processing Equipment (Software)	Limit	$250,000	
Antiques & Objects of Art:			
- Per Item	Limit	$15,000	
- Annual Maximum	Limit	$250,000	Aggregate
Off Premises Power Failure	Limit	$100,000	
Pollutant Clean Up & Removal	Limit	$100,000	
Fungus Clean Up & Removal	Limit	$25,000	
Personal Property Off Premises	Limit	$250,000	
Personal Property of Others	Limit	$50,000	
Preservation of Property	Limit	$100,000	
Service Interruption Coverage	Limit	$100,000	
Property In Transit	Limit	$250,000	
Recertification of Equipment/Fire Extinguisher Recharge	Limit	$250/Day	
Debris Removal		25% of Loss	
Building Ordinance Coverage, Including Demolition		25% of Loss	
Leasehold interest	Limit	$100,000	
Arson Reward	Limit	$5,000	
Unintentional Errors & Omissions (Excluding PITO)	Limit	$100,000 / New to the Renewal	
Equipment Breakdown Coverage - Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident." - coverages apply to all locations covered on the policy, unless otherwise specified:			
- Equipment Breakdown		Subject to the Real and Personal Property Limit described in proposal or $50,000,000, whichever is less	
- Business Income		Subject to the Business Income Limit described in proposal	
- Extra Expense		Subject to the Extra Expense Limit described in proposal	
- Expediting Expense	Limit	$1,000,000	
- Hazardous Substances	Limit	$500,000	
- Spoilage	Limit	$500,000	
- Data Restoration	Limit	$500,000	
- "Fungus," Wet Rot, Dry Rot And Bacteria	Limit	$25,000	

Program Details (Cont.)

Additional Coverage:

	DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
	- Service Interruption		Subject to Business Income, Extra Expense and Spoilage Limits	
	- Water Damage		Included in Property Coverage	

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Exclusions include, but are not limited to:

DESCRIPTION
Master Coverage Agreement Exclusions AND
Earth Movement Exclusion
Government Action Exclusion
War & Military Action
Nuclear Hazard
Utility Services
War & Military Action
Water, Except as provided in Flood Extension
Fungus, Wet Rot, Dry Rot, Bacteria, Except as provided in Equipment Breakdown Coverage Extension
Wear & Tear
Rain, Snow, Sleet or Ice Damage to Personal Property in the Open
Pollutants
Artificially Generated Electrical Current, Except Resultant Fire
Crime Section: General, All Coverage Parts: Acts committed by any member; Acts of Employees Learned of by You Prior to the Policy Period; Acts of Officials, Employees or Representatives; Unauthorized release of confidential information; Legal fees, costs or expenses; Nuclear Hazard; War or Similar Action; Pollution
Faithful Performance: Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible. Damages for which you are legally liable as a result of: (1) The deprivation or violation of the civil rights of any person by an "employee"; or (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.

Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Employee Theft: Loss caused by any employee required by law to be individually bonded; Inventory Shortages; Trading
Money & Securities: Accounting or arithmetical errors or omissions; Exchanges, Purchases, Voluntary Parting; Fire; Loss from Money operated devices; Transfer or surrender of property; Vandalism
Watercraft Exclusion

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
FMIT has confirmed, they do not receive any income from this Placement.
FMIT incentive credit of $43,129 has been applied and is reflected on the total quoted premium of $154,504
Equipment Breakdown Coverage: "Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not apply to emergency generators.
Named Storm Deductible: The Named Storm deductible is calculated separately & applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.
Coverage provided per expiring forms and FMIT has not released renewal forms which are subject to change.
Earned Premium Endorsement – For locations exposed to Hurricanes
Premium Breakup: Property - $48,908; Crime - $254; Financial Director Bond - $1,418; Faithful performance - $655 and all included within the premium below.
The $100,000 limit provided to members by FMIT at no charge may be increased at any time if needed for an additional premium.

Premium	**$51,235.00**
ESTIMATED PROGRAM COST	**$51,235.00**

Optional Coverages:

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increasing Property Deductible to $25K	No	--	$25,000		$49,330.00	$0.00
3	Increasing Property Deductible to $50K	No	--	$50,000		$47,733.00	$0.00

Program Details

Property Statement of Values 2016

Loc. No.	Address	Building Value	Contents Including EDP Value	Business Income	Extra Expense	Accounts Receivable	Valuable Papers	Other Property	Total
1	525 S. Magnolia Ave., Orlando, FL (old Administration Building)	$ 3,000,000	$5,000	Per Extension	NA	Per Extension	Per Extension	Per Extension	$32,225,713
2	762 South Goldenrod Rd., Orlando, FL (East Service Center)	NIL	$ 280,359		$300,000				
3	8919 W. Colonial Dr., Orlando, FL (West Service Center)	NIL	$206,660		$300,000				
4	4974 Orlando Tower Rd, Orlando, FL 32807 (New Admin Building)	$20,000,000	$28,665,695		$800,000				
5	7015 McCoy Road, Orlando, FL 32822 (modular trailer)	$63,000	$5,000		NA				
	Total	$23,063,000	$9,162,713		$1,400,000				

This is to acknowledge the values shown are correct to the best of my knowledge.

_____

Client Signature

Date:

Program Details

Coverage: Package - General Liability Including Public Officials E&O / Employment Practices Liability

Carrier: Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Cyber Coverages including Privacy, Network Security and Data Breach	Claims Made	10/1/2012	
Public Officials E&O / Employment Practices Liability			

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Employee Benefits Liability			
Public Officials E & O / Employment Practices Liability Limit	Limit	$5,000,000	Per Occurrence
Comprehensive General Liability		Specific Excess Liability: $5,000,000 Each Person/Each Occurrence Solely for any liability resulting from entry of claims bill Pursuant to FSS 768.28(5) or liability imposed pursuant to Federal Law	
-		FL768.28 - $200,000 Each Person; $300,000 Each Occurrence	
Information Security & Privacy Liability	Limit	$300,000 / Increased from $250,000 on Expiring	Each Claim
Information Security & Privacy Liability	Limit	$300,000 / Increased from $250,000 on Expiring	Annual Aggregate

Deductibles:

COVERAGE	AMOUNT
Comprehensive General Liability	$0
Bert Harris Act/Inverse Condemnation - Policy deductible, whichever is greater	$5,000
Information Security & Privacy Liability: Privacy Notifications Costs - The remainder has a deductible of $35,000. - The deductible is no longer based on budget. It is now a flat per occurrence deductible. A deductible of $25,000 applies to IA, IC-IE. A $10,000 deductible applies to IB.	The Information Security and Privacy Liability deductible was amended effective October 1, 2013.

Program Details (Cont.)

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Cyber Coverages including Privacy, Network Security and Data Breach	--		

Definition of Claim:

DESCRIPTION
A Claim Means:
1. A written demand received by any Member (Insured) for money or services, including the service of a suit or institution of regulatory or arbitration proceedings
2. With respect to coverage provided under Insuring Agreement I. C. only, institution of a Regulatory Proceeding against any Member (Insured);
3. A written request or agreement to toll or waive a statute of limitations relating to a potential Claim described in paragraph 1. Above
Claims Expense Means:
1. Reasonable and necessary fees charged by an attorney designated pursuant to Clause II., Defense and Settlement of Claims, paragraph A.;
2. All other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim suit, or proceeding arising in connection therewith, or circumstance which might lead to a Claim, if incurred by the Trust or by the Member with the prior written consent of the Trust;
3. The premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any Claim against a Member; provided the Trust shall have no obligation to appeal or to obtain bonds.
Claims Expenses do not include any salary, overhead, or other charges by the Member for any time spent in cooperating in the defense and investigation of any Claim or circumstance that might lead to a Claim notified under this Agreement or costs to comply with any regulatory orders, settlements or judgments.

Program Details (Cont.)

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE DESCRIPTION
Notice of Claim, Loss or Circumstance that Might Lead to a Claim – Information Security & Privacy Insurance with Electronic Media Liability Coverage:
In the event of an incident or claim, you must see to it that the Trust is notified as soon as possible but in no event shall notice to the Trust be later than the end of this policy period (Agreement) or thirty (30) days after the expiration date of this policy in the case of Claims first made against the insured during the last thirty (30) days of the policy Period
With respect to Insuring Agreement I.B. (Privacy Notification Costs); Any incident or reasonably suspected incident just be reported promptly during the policy period after discovery by the Insured; provided, however that unless the Insured cancels this policy or the Trust cancel for non-payment of premium, incidents discovered by the Insured within sixty (60) days prior to expiration of the Agreement shall be reported promptly, but in no event later than sixty (60) days after the end the Agreement Period, provided further, that if this Agreement is renewed by the Trust and covered Privacy Notification Costs are incurred because of such incident or suspected incident that was discovered by the Insured within sixty (60) days prior to the expiration of the Agreement and first reported during the sixty (60) day post Agreement Period reporting period, then any subsequent Claim arising out of such incident or suspected incident is deemed to have been made during the Agreement Period.
With respect to Insuring Agreement I.F. (Cyber Extortion); In the event of an Extortion Threat to which this Agreement applies, the Member Organization shall notify Trust by contacting the persons specified in the Declarations by telephone immediately upon receipt of any Extortion Threat, and shall thereafter also provide written notice by telecopy or express mail within five (5) days following the Extortion Threat.
With respect to Insuring Agreement I.G.(First Party Data Protection); The Member must forward written notice by express mail or telecopy to the Trust through persons named in the Declarations immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a Data Asset to which this Agreement applies; provided that all covered Data Protection Loss must be discovered and reported (in accordance with Clause XXVIII., Proof and Appraisal of Loss) to the Trust no later than six months after the end of the Agreement Period.
With respect to Insuring Agreement IH (First Party Network Business Interruption); The Member shall forward immediately to the Trust through persons named in the Declarations, written notice of the interruption or suspension of Computer Systems to which this Agreement applies in the form of a telecopy or express mail. Such notice must be provided during the Agreement Period, or no later than ten (10) days after the end of the Agreement Period for interruptions or suspensions occurring Within ten (10) days of the end of the Agreement Period; provided all covered Business Interruption Loss must be reported to the Trust (in accordance with Clause XXVIIL, Proof and Appraisal of Loss) no later than six (6) months after the end of the Agreement Period

Extended Reporting Period (ERP) Options*:

DESCRIPTION
Optional Extended Reporting Period (ERP) Options* - Information Security & Privacy Insurance with Electronic Media Liability Coverage
In the event that this policy or policy coverage is cancelled or non-renewed; you have the option to purchase an Optional Extension Period for an additional premium. This request must be made to the Trust within 30 days of the termination date of this policy.

*If ERP coverage is desired, then that request must be in writing to the carrier.

Program Details (Cont.)

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Fire Legal Liability	Limit	Maximum $500,000	In any one Trust Year
Broad Form Property Damage	Limit	Maximum $500,000	In any one Trust Year
Extra Contractual Legal Expense	Limit	$100,000	Aggregate Limit
No-fault Sewer Backup Expense	Limit	$100,000	Aggregate Limit
Herbicide/Pesticide Spraying:			
- Limit is the General Liability limit or aggregate per fund year, whichever is the lesser amount	Limit	$1,000,000	
Bert Harris Act/Inverse Condemnation; (amended in response to Florida legislative changes. All claim-related defense expenses are now included within the applicable limit of coverage. Coverage offered will be limited to $300,000 (standard coverage inclusion), and no longer offer $500,000 or $1Million limits, unless grandfathered under existing coverage agreements in effect for the expiring coverage year	Limit	$300,000	Limit Per Occurrence/Aggregate. Limit includes Defense Costs

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Per the Master Coverage Agreement Exclusions and including but not limited to:
General Liability	Fire Legal Liability – Liability assumed under an express or implied contract except an incidental contract as defined or interlocal agreements with other governmental entities
General Liability	BI or PD arising out of ownership, maintenance, operation, use of any: - skateboard/skate park facility EXCEPT AS SUCH SKATE FACILTY IS IN COMPLIANCE WITH FLORIDA STATUTE 316.0065 - water theme park - watercraft over 35 feet in length - aircraft owned, operated by, rented to, loaned to any member or any other aircraft operated by any person in the course of his/her employment by any member - pollutants or contaminants, including lead, asbestos or mold
General Liability	Any obligation under Workers Compensation, Employers Liability, Unemployment or Disability Benefits Law or any similar law, including the ADA
General Liability	Loss of use of tangible property not physically injured or destroyed resulting from a delay in lack of performance by or on behalf of the member of any contract or agreement
General Liability	Any act or omission of a member committed while acting outside the course and scope of employment or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property
General Liability	Real Property in your care, custody, and control
General Liability	Date Related Losses (Y2K) Exclusion
General Liability	Official misconduct of any Member
General Liability	Willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent

Program Details (Cont.)

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Fines, punitive or exemplary damages or any non-compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or RICO laws
General Liability	Any liability arising out of or in any way connected with the operation of the principles of eminent domain, condemnation proceedings, inverse condemnation or takings law, by whatever name called, whether permanent or temporary, incl'g but not limited to, claims arising out of federal, state or local land use, environmental, air ground or water pollution or health, safety and welfare laws, ordinances or regulations, claims arising from Ch. 95-181, Laws of Florida, as may be amended from time to time, or claims arising from activities by or on behalf of a member which result in permanent or temporary loss of use or value of property, whether such liability accrues directly against the member, or by virtue of any agreement entered into by or on behalf of the member; HOWEVER, this exclusion does not apply to BI, PD or PI resulting from a claim against the member for inverse condemnation; the limit of inverse condemnation claims is the lesser of the amount of liability described in the General / /Professional Liability Declarations or $1,000,000 aggregate per fund year, subject to a deductible of $5,000 per occurrence
General Liability	Sexual action abuse, communicable disease
General Liability	Excluding inflatable amusement devices such as moon walks or bounce houses
General Liability	Exclusions, Coverage Part Specific:
General Liability	Fire Legal Liability – Liability assumed under any contract or agreement
General Liability	Employment Benefits Liability – Liability arising out of: - Fraud, dishonesty or bad faith of a member; HOWEVER, this exclusion shall not apply to any member who did not a) personally participate in committing any such act or omission or b) remain passive after having personal knowledge of any such act or omission - Intentional violation of any Workers Comp, Unemployment Insurance, Social Security or Disability Benefits law or administrative interpretation of such laws - Failure to provide benefits because said benefits are not properly funded or an insurers failure to comply with the terms of its contract - Advice given to any employee to participate or not participate in any Stock Subscription, Individual Retirement Account or Salary Reduction Plan - Investment or non-investment of employee benefit funds or failure of any investment to perform as expected or predicted - Termination or failure of any employee benefit plan
General Liability	Information Security & Privacy Insurance with Electronic Media Liability Coverage Exclusions include, but are not limited to: - Claims arising out of or resulting from Bodily Injury or Property Damage - Claims arising out of or resulting from any employer-employee relations, policies, practices acts or omissions, or any actual or alleged refusal to employ any person, or misconduct w1th respect to employees, whether such Claim is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person - Claims arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director, officer or Manager in the discharge of their duty if the Claim is brought by the Member, a Subsidiary or any principals, directors, officers, Managers stockholders, members or employees of the Member or a Subsidiary in his or her capacity as such; - Claims arising out of or resulting from any contractual l1abil1ty or obligation, or arising out of or resulting from breach of contract or agreement either oral or written

Program Details (Cont.)

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Public Officials E & O / Employment Practices Liability Master Coverage Agreement Exclusions AND Public Officials Liability and Employment Practices Liability: Liability arising out of: - based upon or attributable to any member gaining in fact any profit or advantage to which such member was not legally entitled, including remuneration paid in violation of law as determined by the courts - fraud, dishonesty or bad faith of a member; HOWEVER, the member shall be protected under the terms of this Agreement unless a judgment shall establish that acts of active or deliberate dishonesty or fraud committed by such member was material to the cause of action so adjudicated - Non-monetary damages - Future wages as a result of any alleged wrongful employment practice

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
	Applies		Other / Defense Costs paid in addition to policy limits

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
FMIT has confirmed, they do not receive any income from this Placement.
FMIT incentive credit of $43,129 has been applied and is reflected on the total quoted premium of $154,504
Additional Benefits: - Premises Operations - Products/Completed Operations - Contractual Liability (Designated Contracts Only) - Owners & Contractors' Protective Liability - Personal Injury Liability - Host Liquor Liability - Incidental Medical Malpractice Liability - Watercraft Liability - Advertising Injury Liability - Skate Facility Liability - Employment Practices Liability - Employee Benefits Program Administration Liability - Crisis Intervention - HR Helpline - Full Legal Support and Online Services - Cyber Risk Management Tools Web Site
Premium Includes Public Officials E&O / Employment Practices Liability $30,155
Premium Includes General Liability Premium $17,996

Premium	**$48,151.00**
ESTIMATED PROGRAM COST	**$48,151.00**

Program Details (Cont.)

Optional Coverages:

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increasing Liability Deductible to $5K	No	--	$5,000		$46,844.00	$0.00
3	Increasing Liability Deductible to $25K	No	--	$25,000		$44,552.00	$0.00
4	Increasing Liability Deductible to $50K	No	--	$50,000		$43,136.00	$0.00

Subject to Audit: Not Auditable

Central Florida Expressway Authority

Program Details

Coverage: Package - Automobile

Carrier: Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Automobile Liability		Specific Excess Liability: $2,000,000 Each Person/Each occurrence Solely for any liability resulting from entry of claims bill Pursuant to FSS 768.28(5) or liability imposed pursuant to Federal Law
Comprehensive Automobile Liability	Limit	$2,000,000
Personal Injury Protection	Limit	$10,000
Uninsured Motorists Protection	Limit	$500,000
Automobile Physical Damage:		-
- Collision Coverage		ACV, cost to repair or replace, or stated amount, whichever is less
- Comprehensive Coverage		ACV, cost to repair or replace, or stated amount, whichever is less

Deductibles:

COVERAGE	AMOUNT
Automobile Physical Damage:	-
- Comprehensive Coverage	$500
- Collision Coverage	$500

Additional Coverage:

DESCRIPTION
Hired / Borrowed Auto Coverage – As Excess
Employer's Non-Owned Auto Liability – As Excess
Employer Provided Vehicles – Included
Towing – (PPTs Only) - $100 Per Disablement
Rental Reimbursement – (Scheduled PPTs Only) - $50 per day; $5,000 Aggregate; 30 Day Maximum
Physical Damage All Scheduled Vehicles – Actual Cash Value LESS Deductibles of: Other than Collision - $500 Per Occurrence; Collision - $500 Per Occurrence
Hired Car Physical Damage – (PPTs Only): $50,000 Per Rental; $100,000 Aggregate; $2,500 Deductible Per Rental

Program Details (Cont.)

Additional Coverage:

DESCRIPTION			
Limited Replacement Cost (Owned PPTs)			
Auto Lease Coverage: The most we will pay for any one occurrence is up to $5,000.00. The most we will pay in any Trust year is up to $10,000.00.			
Members Personal Effects: In the event of a covered loss, we will pay a maximum of $1,000 for members' personal effects while in a scheduled private passenger vehicle owned by the Designated Member. The covered vehicle must show evidence of forced entry.			

Exclusions include, but are not limited to:

DESCRIPTION
Master Coverage Agreement Exclusions AND
Exclusion B, items 1.and 2. are deleted
Any act or omission of a member committed while acting outside the course and scope of employment or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property
Any member obtaining remuneration or financial gain to which s/he is not entitled
Willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any member
Official misconduct of any Member
"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants:" a. That are, or that are contained in any property that is: (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto"; (2) Otherwise in the course of transit by or on behalf of the "member"; or (3) Being stored, disposed of, treated or processed in or upon the covered "auto": b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "member" for movement into or onto the covered "auto"; or c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured". Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if: (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraph P of the definition of "mobile equipment". Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "member" with respect to "pollutants" not in or upon a covered "auto" if: (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
FMIT has confirmed, they do not receive any income from this Placement.
FMIT incentive credit of $43,129 has been applied and is reflected on the total quoted premium of $154,504

Program Details (Cont.)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Injured employee cannot collect UM while collecting Workers' Compensation Benefits
Note: "Vehicles with $0 value on schedule provided were not included in the quote for APD."
Coverage Includes: - Hired & Non-Owned Liability - Rental Reimbursement - scheduled vehicles - Lease Differential - scheduled vehicles - Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks - Member's Personal Effects
Premium Breakup: Liability - $4,458; Physical Damage - $1,826 and all included within the premium below.
Auto Fleet Policy / Schedule: no additional premium on vehicles added after policy inception and valued less than $100K. This will also apply to any vehicles deleted after policy inception; no return premium will be credited.

Auto Disclaimer:
Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Premium	**$6,284.00**
ESTIMATED PROGRAM COST	**$6,284.00**

Optional Coverages:

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increasing Automobile Liability Deductible to $5K	No	--	$5,000		$3,992.00	$1,826.00
3	Increasing Automobile Liability Deductible to $25K	No	--	$25,000		$3,476.00	$1,826.00
4	Increasing Automobile Liability Deductible to $50K	No	--	$50,000		$3,212.00	$1,826.00

Subject to Audit: Not Auditable

Program Details (Cont.)

Vehicles:

COMP#	VEH#	YEAR	MAKE / MODEL	VIN	COST NEW	GARAGE ADDRESS	RADIUS	RATING CLASS	GVW	DEDUCTIBLE OTC	DEDUCTIBLE SCL	DEDUCTIBLE COLL	DEDUCTIBLE STATED AMOUNT
	1	2005	Nissan / Frontier Truck	1N6AD07W85C452221	$26,900.00			01499		$500.00		$500.00	$26,900.00
	2	2008	Honda / Ridgeline	2HJYK16328H508459	$21,760.00			01499		$500.00		$500.00	$21,760.00
	3	2008	Honda / Ridgeline	2HJYK16378H524947	$21,760.00			01499		$500.00		$500.00	$21,760.00
	4	2008	Nissan / Frontier	1N6AD06W58C420350	$18,391.00			01499		$500.00		$500.00	$18,391.00
	5	2009	Toyota / Camry	4T1BB46K09U085930	$27,533.00			7398		$500.00		$500.00	$27,533.00
	6	2009	Honda / Civic	JHMFA36259S006135	$22,809.00			7398		$500.00		$500.00	$22,809.00
	7	2010	Nissan / Frontier	1N6AD0CW1AC447880	$22,598.00			01499		$500.00		$500.00	$22,598.00
	8	2010	Nissan / Frontier	1N6AD0CU2AC441374	$20,386.00			01499		$500.00		$500.00	$20,386.00
	9	2010	Hyundai / Santa Fe	5NMSHDAG1AH411459	$26,522.00			7398		$500.00		$500.00	$26,522.00
	10	2012	Nissan / Frontier	1N6AD0ER1CC409298	$21,999.00			01499		$500.00		$500.00	$21,999.00
	11	2016	Dodge / Caravan	2C4RDGBG1GR212226	$22,194.00					$500.00		$500.00	$22,194.00
	12	2016	Nissan / Frontier	1N6ADOFV9GN732164	$23,500.00					$500.00		$500.00	$23,500.00

Radius:
1 Local 0-50 miles
2 Intermediate 50-200 miles
3 Over 200 miles

Gross Vehicle Weight:
L Light 10,000lbs or less
M Medium 10,001-20,000
H Heavy 20,001-45,000
X Extra Heavy Over 45,000lbs

Central Florida Expressway Authority

Program Details

Coverage: Package - Workers Compensation

Carrier: Florida Municipal Insurance Trust

Policy Period: 10/1/2016 to 10/1/2017

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Coverage A - Workers Compensation		Statutory	
Employer's Liability Limits: Bodily Injury by Accident	Limit	$1,000,000	
Employers' Liability Limits: Bodily Injury by Disease per Employee	Limit	$1,000,000	
Employer's Liability Limits: Bodily Injury by Disease - Policy Limit	Limit	$1,000,000	

Deductibles:

COVERAGE	AMOUNT
Deductible	$0

Experience Modification Factor(s):

DESCRIPTION	FACTOR
	1.18

States:

DESCRIPTION	STATE
States Covered:	FL
States Excluded:	OH, ND, WA, WY
Extraterritorial Jurisdictions:	If Any

Exclusions include, but are not limited to:

DESCRIPTION
Master Coverage Agreement Exclusions AND
Liability assumed by a member under any contract or agreement

Program Details (Cont.)

Exclusions include, but are not limited to:

DESCRIPTION
Liability arising in whole, or in part out of: (a) Any act or omission of a member committed while acting outside the course and scope of his employment, or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property; (b) Any member obtaining remuneration or financial gain to which the member was not legally entitled; (c) The willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any member;' or (d) Malfeasance by any member; Except that any fact pertaining to any one member shall not be imputed to any other member for the purpose of determining the application of these exclusions;
Any liability or injury, sickness, disease, death, or destruction due to the rendering of or failure to render any professional service by any doctor, surgeon, dentist, nurse or agents or employee of a designated member
Any liability for punitive or exemplary damages; or any non-compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or racketeer influence and corrupt organization (RICO) laws;
Any damages imposed by act of the Legislature
Bodily injury or property damage for which the member or his indemnity may be held liable: (a) As an organization engaged in the business or manufacturing, distributing, selling or serving alcoholic beverages, or (b) If not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed: i. By, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages, or ii. By reason of the selling, sewing or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person
Any liability arising out of any actual or alleged sexual action, abuse, communicable disease or employment related claim, defined for purposes of this exclusion as: (a) Sexual action includes, but is not limited to, any verbal or nonverbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, and regardless of whether such action is alleged to be intentional or negligent; (b) Abuse shall include, but is not limited to, the negligent or intentional infliction of physical, emotional or psychological injury 'or harm to any person or persons in the care, custody, or control of any member; (c) Communicable disease includes, but is not limited to, Acquired Immune Deficiency Syndrome (AIDS) and any venereal disease; and (d) Employment related claim includes, but is not limited to, claims, accusations or charges of negligent or intentional hiring, placement, training or supervision arising from or related to actual or alleged sexual action, or any other type of actual or alleged abuse, or a communicable disease
Liability for injury, loss or damage sustained by any person or entities as a result of exposure to asbestosis or any other disease including mesothelioma and cancer related to asbestos exposure
Bodily injury which is intentionally caused or aggravated by the member or members. Coverage is also excluded for any claim alleging gross negligence. Further, cover is also excluded for claims in which it is alleged that the Designated Member or a fellow employee acted in such a manner that it was substantially certain that injury or death would result
Bodily injury to any employee while employed in violation of the law or engaged in any conduct in violation of law with the actual knowledge of any of the executive officers of the designated member

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
FMIT has confirmed, they do not receive any income from this Placement.

Program Details (Cont.)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
FMIT incentive credit of $43,129 has been applied and is reflected on the total quoted premium of $154,504
Available Credits - Drug Free Credit - 5%; Safety Credit - 2% (Applications Required)
Workers Compensation rates being used: NCCI rates as of 1/1/2016. There will be no changes to the rates for the 16/17 fund year as a result to mid-term NCCI rate adjustments. Any adjustments to the NCCI rates midyear or October 1st will be picked up on Insured's next year's renewal.

Premium	**$48,834.00**
ESTIMATED PROGRAM COST	**$48,834.00**
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	**INCLUDED**

Optional Coverages:

OPTION	COVERAGE	NEW	AMOUNT	DEDUCTIBLE / SIR	OTHER	PREMIUM	TAX
2	Increase Workers' Compensation Deductible to $5K	No	--	$5,000		$48,291.00	$0.00
3	Increase Workers' Compensation Deductible to $25K	No	--	$25,000		$39,188.00	$0.00
4	Increase Workers' Compensation Deductible to $50K	No	--	$50,000		$32,842.00	$0.00

Subject to Audit: At Expiration

Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER $100
FL	5509	Street or Road Maintenance	$552,966 - Payroll	
FL	8742	Salespersons, Collectors, Messengers	$2,528,161 - Payroll	
FL	8810	Clerical	$3,049,816 - Payroll	
FL	9410	Municipal, Township, County Employees NOC	$322,537 - Payroll	

Central Florida Expressway Authority

Client Signature Requirements

Changes / Developments

It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any operation such as expansion to other states or new products.
2. Mergers and/or acquisition of new companies.
3. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.
4. Circumstances which may require increased liability insurance limits.
5. Any changes in fire or theft protection, such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to same.
6. Immediate advice of any changes to scheduled equipment such as contractors' equipment, electronic data processing, etc.
7. Property of yours that is in transit, unless we have previously arranged for the insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed, or occupied.

☐ No Changes and/or Developments

Signature: _____

Title: _____

Date: _____

Coverages For Consideration

Overview
- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Crime
- Computer Fraud
- Funds Transfer

Other Coverage Considerations
- Cyber Risk
- Fiduciary Liability

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Central Florida Expressway Authority

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/22/2016, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
☐Accept ☐ Reject ☐Accept ☐ Reject ☐Accept ☐ Reject	Package - Property Including Boiler & Machinery and Crime Opt#1 – As Expiring Opt# 2 - Increasing Property Deductible to $25K Opt# 3 - Increasing Property Deductible to $50K	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)
☐Accept ☐ Reject ☐Accept ☐ Reject ☐Accept ☐ Reject ☐Accept ☐ Reject	Package - General Liability Including Public Officials E&O / Employment Practices Liability Opt#1 – As Expiring Opt# 2 - Increasing Liability Deductible to $5K Opt# 3 - Increasing Liability Deductible to $25K Opt# 4 - Increasing Liability Deductible to $50K	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)
☐Accept ☐ Reject ☐Accept ☐ Reject ☐Accept ☐ Reject ☐Accept ☐ Reject	Package – Automobile Opt#1 – As Expiring Opt# 2 - Increasing Automobile Liability Deductible to $5K Opt# 3 - Increasing Automobile Liability Deductible to $25K Opt# 4 - Increasing Automobile Liability Deductible to $50K	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)

Client Authorization to Bind Coverage (Cont.)

		LINE OF COVERAGE	CARRIER
☐Accept	☐ Reject	Package - Workers Compensation Opt#1 – As Expiring	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)
☐Accept	☐ Reject	Opt# 2 - Increase Workers' Compensation Deductible to $5K	
☐Accept	☐ Reject	Opt# 3 - Increase Workers' Compensation Deductible to $25K	
☐Accept	☐ Reject	Opt# 4 - Increase Workers' Compensation Deductible to $50K	

Producer/ Insured Coverage Amendments and Notes:

_____

_____

_____

_____

_____
Client Initials

Central Florida Expressway Authority

Client Authorization to Bind Coverage

Provide Quotations or Additional Information on the Following Coverage Considerations:

Crime
☐Yes ☐ No Computer Fraud
☐Yes ☐ No Funds Transfer

Other Coverage Considerations
☐Yes ☐ No Cyber Risk
☐Yes ☐ No Fiduciary liability

Note: Selecting the "Reject All or Accept All" option will override any selections that you have made above
☐Reject All ☐Accept All for Consideration

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

We confirm the values, schedules, and other data contained in the proposal are from our records and acknowledge it is our responsibility to see that they are maintained accurately.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed $20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

By: _____
Specify: owner, partner or corporate officer

_____
Print Name

Date: _____

Central Florida Expressway Authority

Solvency Signature Letter

Central Florida Expressway Authority
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

As part of our renewal process, we are required to advise you that the Florida Municipal Insurance Trust (FMIT) does not meet the minimum rating requirements normally recommended by Gallagher.

This company is an Insurance Trust sponsored by The Florida League of Cities. Your affiliation with The Florida League of Cities qualifies you to place coverage with this company. Because this company is a highly specialized market, only offering coverage to members of The Florida League of Cities, we require your acknowledgement that this company is not rated by A.M. Best or insured by the Florida Insurance Guaranty Fund.

Please signify your acknowledgement by signing and returning to us a copy of this letter.

We are also enclosing the following information for your review:

- Florida Municipal Insurance Trust's Most Recent Audited Financial Statements

Please review this and other available information with your accountant and/or attorney to assist you in judging the acceptability of this carrier.

The above insurance market is not admitted in Florida and provides the coverage indicated on a surplus lines basis. In the event this market becomes insolvent, the Florida Insurance Guarantee Fund will not provide coverage.

The undersigned, a duly authorized officer or representative of Central Florida Expressway Authority and acting in said capacity, acknowledges receipt of the information contained herein and hereby authorizes Arthur J. Gallagher & Co. and any of its subsidiary companies to bind Central Florida Expressway Authority's insurance coverage with Florida Municipal Insurance Trust.

Central Florida Expressway Authority

By: _____
Specify: owner, partner or corporate officer

_____
Print Name

Date: _____

Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

PACKAGE:
When do you report a claim?
Members' duties after loss:

1. Give the Trust prompt written notice of any accident, occurrence or potential claim along with all relevant information concerning the claim. The member shall have a continuing duty to provide to the Trust all relevant information promptly as the member becomes aware of such information; and

2. Cooperate fully with the Trust in defense or settlement of claims or opposition to claims bills, and in the enforcement of any right of contribution or indemnity; and

3. Forward to the Trust every notice, demand, summons or other process served upon the member relating to any occurrence, and take no further action concerning the occurrence without the approval of the Trust or the servicing agent;

4. Take reasonable steps to prevent additional or cumulative bodily injury, personal injury or property damage from or ng out of the same or similar conditions or circumstances; and

5. Not engage in settlement negotiations as to any claim or suit, and the Trust shall have no obligation to pay the account of any settlement negotiated or agreed upon by a member without prior written approval by the Trust or the icing agent; and

6. Agree to take all reasonable actions, where appropriate, which shall facilitate settlement of claims; and

7. Agree to responsible counsel selected by the Trust to defend the claim and agree not to use the designated member's counsel in defense of said action.

Where and How do you report a claim?
Directly to FMIT

PO Box 538135
Orlando, FL 32853-8135
800-756-3042 toll free
407-245-0725 phone
407-425-9378 fax

If you experience any difficulty in reporting claims directly to carrier:

Phone, fax or email to Arthur J. Gallagher Risk Management Services, Inc.
Phone - 407-563-3546
Fax - 407-370-3057
Email: Carmen Falcon@AJG.Com

Central Florida Expressway Authority

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Central Florida Expressway Authority

COVERAGE(S)	CARRIER NAME(S)	EST. ANNUAL PREMIUM[1]	COMM.% OR FEE[2]	WHOLESALER, MGA OR INTERMEDIARY NAME[3]	COMM.% OR FEE[4]	AJG OWNED? YES/NO
Package Property Including Boiler & Machinery and Crime General Liability Including Public Officials E&O / Employment Practices Liability Automobile Workers Compensation	Florida Municipal Insurance Trust (Florida Municipal Insurance Trust)	$51,235.00 $48,151.00 $6,284.00 $48,834.00	0%	Florida Municipal Insurance Trust	*	No
Package	Lloyd's Synd 2987	*	0%	Brit Global Specialty USA	*	No

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10% of the policy premium. Please refer to the Compensation Disclosure or contact your Gallagher representative for additional information.

1 * A verbal quotation was received from this carrier. We are awaiting a quotation in writing. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
** A written quotation was received from this carrier. The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
2 The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving _____% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.
3 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Compensation Disclosure

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in some commission rates. These additional commissions, commonly referred to as "supplemental commissions" are known as of the effective date, but some insurance companies are paying this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. Note: Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage.

3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.

5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

7. Gallagher strives to find appropriate coverage at a competitive price for our customers. In order to achieve these goals, we gather and analyze data about our customers and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our customers. The data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an e-mail to Compensation_Complaints@ajg.com or send a letter to:

Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, 20th Floor
Itasca, IL 60143

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by $20 million each calendar year before the TRIPRA program responds from the 2015 trigger of $100 million to $200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided to Arthur J. Gallagher Risk Management Services, Inc.. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Arthur J. Gallagher & Co.

Next-Generation eRiskHub®

The dangers of data breaches are far reaching, and the severity of them are being felt at all levels. You hear about the large ones like Anthem, Target and Sony, but in reality any organization that houses valuable information is a potential target from a range of vulnerabilities such as hackers to rogue employees. As an Arthur J. Gallagher & Co. client, you will receive complimentary access to the Gallagher eRiskHub; a dynamic cyber risk management tool that can help your organization be more proactive in assessing your cyber risk posture.

All Gallagher clients have access to the Gallagher eRiskHub, and if you have not registered for access we recommend you do so today.

To access the Gallagher eRiskHub now:

1. Navigate to **https://eriskhub.com/gallagher**
2. Complete the new user registration at the bottom of the page. You pick your own user ID and password. The access code is **08167**
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located in the top right of the page.

Key Features of the Gallagher eRiskHub:

- **Gallagher Cyber Risk Due Diligence** — A six-step process designed to walk our clients through a simple thought-provoking framework to encourage organizational communication, establish clear direction, and highlight priorities to better understand your cyber risk profile.
- **Security & Privacy Training**—An overview of best practices for creating an effective security training program for your employees.
- **News Center**—Keep up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- **Learning Center**—An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. Looking for something specific? Try the search box in the top right of the page to search the entire Gallagher eRiskHub.
- **Risk Manager Tools**—A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates. Stay tuned as our next blog post will be a deep dive into this section!
- **eRisk Resources**—Information on third-party vendors that can assist your municipality with improving your overall cyber risk.

If you have any questions about the Gallagher eRiskHub, please reach out to Adam Cottini at **adam_cottini@ajg.com** or the eRiskHub support staff at **support@eriskhub.com**.

Arthur J. Gallagher & Co.

Gallagher Cyber Liability Practice

Adam Cottini

250 Park Avenue, 3rd Floor

New York, NY 10177

212.994.7048

adam_cottini@ajg.com

www.ajg.com/cyber

Gallagher Cyber Liability Practice

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FLORIDA MUNICIPAL INSURANCE TRUST

SPONSOR OF THE FLORIDA MUNICIPAL INSURANCE TRUST

2016-2017 SUMMARY OF ENHANCEMENTS

FLOOD DEDUCTIBLE

For flood zones B, C and X, the flood deductible has been reduced to $5,000, or to the member's All Other Perils deductible, whichever is greater. Deductible in B, C and X flood zones applies per occurrence.

PROPERTY IN THE OPEN (PITO)

PITO coverage has been enhanced as follows:

1. Coverage will now be a blanket limit that will be chosen by the member. It will apply to PITO at locations designated on the property schedule.
2. Deductibles will be applied as follows:
   - In a named storm, the same percentage deductible shown for buildings will be deducted from the amount of damage (not the full replacement value).

     or

   - For other covered loss (excluding named storms), the policy's All Other Perils deductible will apply once to the entire occurrence and damages to all covered property.

NEWLY ACQUIRED PROPERTY LOCATIONS

For property locations valued at less than $2.5 million that a member requests to be added to its property schedule, there will be no additional premium for the current policy period if the property is acquired after the inception date of the current policy.

INLAND MARINE

Members are eligible to collect up to 110 percent of stated value or replacement cost, whichever is less.

UNINTENTIONAL ERRORS & OMISSIONS

Coverage has been added for Unintentional Errors & Omissions up to a $100,000 annual limit subject to the member's appropriate All Other Perils or Named Storm deductible. Deductible applies per occurrence.

INFLATABLES

The exclusion for "inflatable amusement devices" (i.e. bounce houses) has been removed. It is recommended the member continue to transfer this risk to the inflatable amusement device vendor by obtaining proof of the vendor's insurance with the city listed as additional insured.

GENERAL LIABILITY AUDIT

After its 2015/2016 General Liability audit is complete, a member will no longer be required to submit a General Liability audit.

AUTO FLEET POLICY/SCHEDULE

For vehicles valued at less than $100,000 that a member requests to be added to its auto schedule, there will be no additional premium for the current policy period if the vehicle is acquired after the inception date of the current policy.

CONSENT AGENDA ITEM

#9

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **July 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-204; Parcel 236**
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement for Parcel 236 (the "Taking" or "Property"), which was acquired by condemnation for the construction of the S.R. 429 Wekiva Parkway, Project 429-204. The Court entered a Stipulated Order of Taking for this parcel on May 30, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a 71.32 acre parcel located along the west side of Plymouth Sorrento Road, north of Kelly Park Road. CFX is acquiring 11.43 acres for a four-lane divided expressway with an elevated interchange immediately north of the property with a ramp to State Road 453. The taking bisects the remainder, leaving a 51 acre east remainder with frontage on Plymouth Sorrento Road, and an 8.6 acre west remainder with no legal access.

The property is improved with two single family homes, various equestrian improvements, internal roadways and perimeter fencing. The largest home contains 6,305 square feet, and is located within the taking area. The second home contains 3,242 square feet and is located outside of the taking. The equestrian improvements include a 14,000 square foot stable, open storage barn, hay storage building and two stud barns.

HISTORY of the PROPERTY:

At the time of the taking, the property was owned by Bridle Path, LLC. Bridle Path acquired an undivided 45% interest in the parent tract on November 12, 2004 for $1,600,000, and acquired the remaining 55% interest on August 15, 2005 for $3,150,000 (according to document tax stamps on the deeds). The property was approved for planned development known as Bridle Path PD, which contemplated construction of 29 single-family homes in an equestrian community. The owner invested over $1,750,270 to develop the property. In December 2005, Bridle Path entered into a Letter of Intent with Brownstone Builders to develop the first "smart home"

community in the United States and which would feature Nextgen (next generation) homes. Allegedly, sometime in April of 2006, Brownstone and its partners became aware of the proposed alignment of the Wekiva Parkway and withdrew their Letter of Intent. On February 23, 2007, Bridle Path mortgaged the property to AHIFO-18, LLC for $5,200,000 (principle amount). On May 4, 2011, Bridle Path initiated an inverse condemnation action against CFX claiming that the property was effectively taken in June of 2007, when the Expressway Authority started showing the Wekiva Parkway alignment on maps running through Bridle Path's PUD. The inverse claim was subsequently dismissed after initiation of the instant eminent domain action. Bridle Path ultimately filed bankruptcy (initially under Chapter 11, and currently under Chapter 7). AHIFO-18, Bridle Path's creditor, was the successful bidder at the foreclosure sale and currently owns the property.

VALUATION:

CFX retained the services of Walter Carpenter of Pinel & Carpenter, Inc., to appraise the property. Mr. Carpenter determined that the highest and best use of the property was for a residential subdivision and considered four comparable sales and one listing agreement with similar highest and best uses. The values of these sales ranged from about $20,000 to $79,000 per acre. Mr. Carpenter reconciled on a value of **$60,000 per acre**. In addition, Mr. Carpenter valued the 6,305 square foot home located within the taking area at $200,000. This results in a total parent tract value of $4,279,200.

Mr. Carpenter assessed severance damages of 15% to the eastern remainder property (about 51 acres) as a result of proximity to the expressway, which will be elevated 18-40 feet above the existing elevation of the remainder. In addition, 45 foot-tall light poles will be installed adjacent to the travel lanes at 200 foot intervals along the entire length of the east and west remainders. He damaged the western remainder (about 8.6 acres) by 85%, since this parcel will be landlocked after the taking. Mr. Carpenter's total compensation estimate is summarized as follows:

Value of the Part Taken – (11.431 acres)	$685,900
Value of home taken	200,000
Severance Damages	900,200
Cost to Cure	5,500
CFX's Compensation Estimate	**$1,791,600**

The Landowner retained the appraisal services of Richard Dreggors, of Calhoun, Dreggors & Associates, Inc., who similarly determined that the subject property had a highest and best use as a residential subdivision. He considered three comparable sales that ranged in value from about $75,000-$109,000 per acre, and reconciled on a value of **$80,000 per acre.** He valued the single family residence located within the taking area to be worth $719,400. This results in a total parent tract value of $6,425,000. Mr. Dreggors found 40% severance damages to the eastern remainder due to proximity of the beltway, and about 95% damages to the western remainder because it will not have access in the after condition.

The Landowner's valuation estimate is summarized as follows:

Value of the Part Taken – (11.431 acres)	$914,500
Value of home taken	719,400
Severance Damages	2,309,200
Landowner's Compensation Estimate	**$3,943,100**

EXPERT AND ATTORNEY FEES / SETTLEMENT PROPOSAL:

The Landowner has submitted expert invoices in the amount of $48,067.50, as summarized below:

Richard Dreggors (Appraiser)	$30,380
Tipton and Associates	2,475
PSG Construction	8,900
Vanassee Hangen Brustlin, Inc.	6,313
Total	**$48,068**

The Landowner's experts have agreed to accept a total of $43,261 to resolve their fees and costs. CFX's expert fees in this case totaled $40,938.75, as summarized below:

Walter Carpenter (Appraiser)	$26,804
McIntosh and Assoc. (Engineer/Land Planning)	14,135
Total	**$40,939**

Mediation was conducted on July 30, 2014, which resulted in an impasse. Subsequent negotiations resulted in a settlement whereby the Landowner agreed to accept **$2,999,995.00**, to resolve this case, plus attorneys and expert fees and costs. This agreement was initially reached with Bridle Path, LLC, represented by Kurt Bauerle, and then put on "hold" during the bankruptcy proceedings. AHIFO-18 has agreed to accept this negotiated settlement, and has indicated that any further proceedings or negotiations would be handled through new counsel and, most likely, new experts. A summary of the proposed settlement agreement is as follows:

Compensation to Landowners	$2,999,995
Statutory Attorney's fees (Kurt Bauerle)	311,679
Expert fees	43,261
Total Settlement	**$3,354,939**

CFX previously deposited $1,791,600 into the court registry as its good faith estimate of value. A settlement in the amount of $3,354,939 would require CFX to deposit an additional sum of $1,560,597. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and expenses for CFX in this case, especially considering the uncertainty of a new and potentially higher claim should AHIFO-18 seek new counsel and expert reports.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 27, 2016 meeting. The undersigned counsel respectfully requests that this Board approve settlement in the amount of $3,354,939 to fully resolve the Landowners' interests in Parcel 236, inclusive of attorney's fees and expert fees and costs.

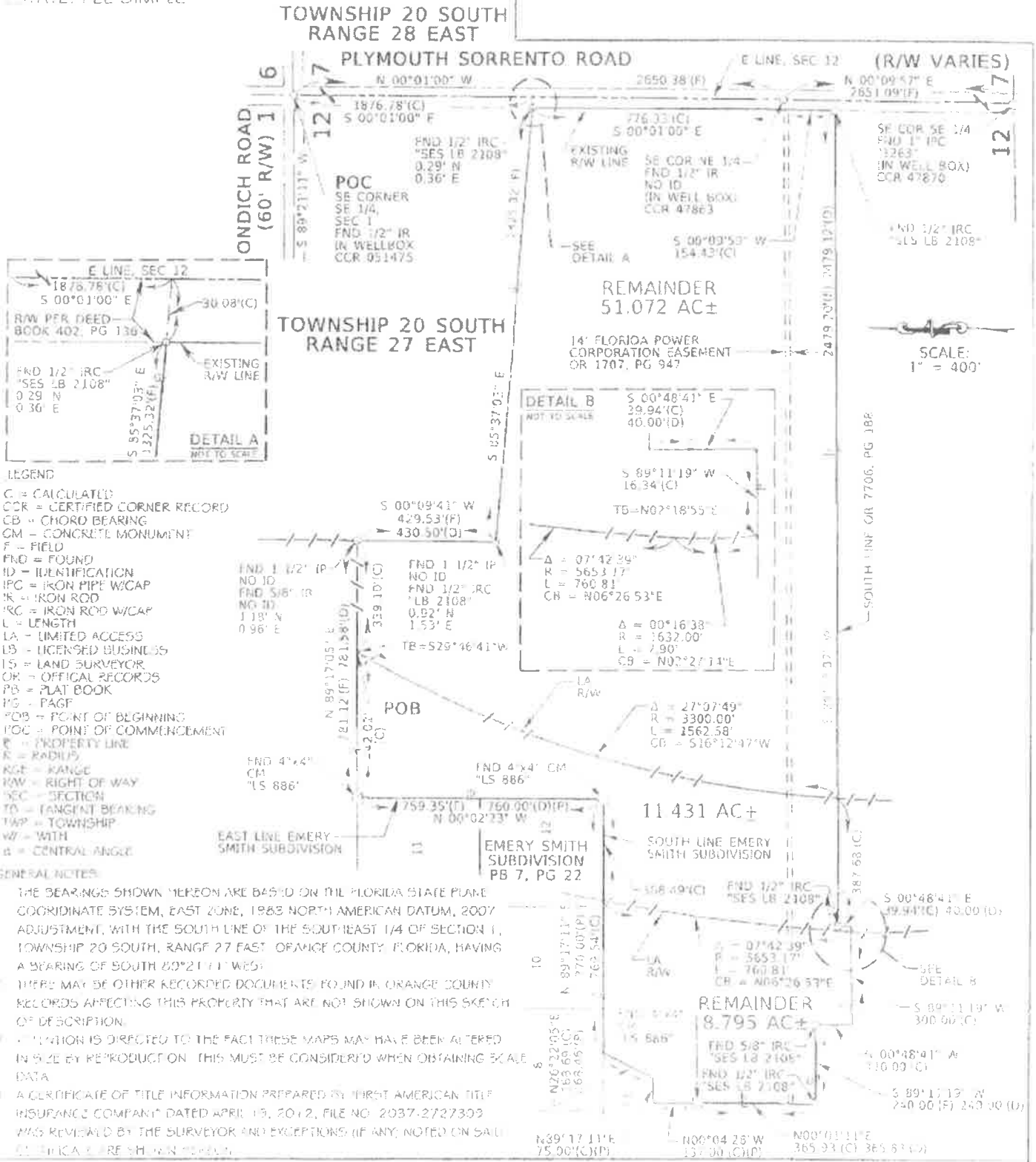
ATTACHMENTS:

Sketch of Property

REVIEWED BY: Joseph Passiatore

SKETCH OF DESCRIPTION

PARCEL 236
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

C = CALCULATED
COR = CERTIFIED CORNER RECORD
CB = CHORD BEARING
CM = CONCRETE MONUMENT
F = FIELD
FND = FOUND
ID = IDENTIFICATION
IPC = IRON PIPE W/CAP
IR = IRON ROD
IRC = IRON ROD W/CAP
L = LENGTH
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
LS = LAND SURVEYOR
OR = OFFICAL RECORDS
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PL = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TB = TANGENT BEARING
TWP = TOWNSHIP
W/ = WITH
Δ = CENTRAL ANGLE

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°21'31" 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 APRIL 19, 2012, FILE NO. 2037-2727309 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

DESIGNED BY: RJM	DATE: 3/18/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801 PH (407) 422-0352 LICENSED BUSINESS NO. 6839	REVISIONS
DRAWN BY: DJL	JOB NO.			
APPROVED BY: RJM	COCEA PROJECT NO: 429-204			SHEET 2 OF 6

CONSENT AGENDA ITEM

#10

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **July 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 140**
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement for Parcel 140 (the "Taking" or "Property"), which was acquired by condemnation for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered a Stipulated Order of Taking for this parcel on May 15, 2014.

DESCRIPTION and BACKGROUND:

This case involves the partial taking of unimproved property owned by GGH 10, LLC ("Landowner"), located at 3100 Bailey Hill Road, Apopka, Florida, approximately ¼ mile west of Plymouth Sorrento Road. The subject is a 10.633 acre, irregularly-shaped lot located in unincorporated Orange County, Florida. CFX is acquiring approximately half of the property.

The property is a vacant piece of land that had previously been excavated by the Acme Recycling Corporation and used for a clay pit, and then subsequently as a land clearing debris disposal facility. Soil borings from a level 2 contamination impact assessment indicate landfill debris (mostly wood, tree trunks, asphalt, tires and concrete) between two and eight feet deep covering most of the property, except for an area of approximately half an acre in the southeast corner of the parcel. It appears that there is no physical access to the property, as Bailey Hill Road ends approximately 600 feet east of the southeast corner of the property. The Landowner would therefore have to rely on obtaining either an implied easement or statutory easement of necessity across adjoining property.

CFX initially retained the services of Craig Ebaugh with Bledsoe & Ebaugh, LLC, to appraise the property. Mr. Ebaugh concluded that, due to the subject's marginal land characteristics and lack of physical access, development potential was questionable. He therefore utilized three comparable sales of similarly marginal land that had values between $4,000 - $6,000 per acre, and reconciled on a value of **$5,000 per acre**. This resulted in a total compensation

estimate of **$30,400**, which is the amount deposited into the court registry as CFX's good faith estimate of value.

For trial purposes, CFX subsequently retained the appraisal services of Chad Durrance of Durrance & Associates to update the appraisal to the date of taking. Mr. Durrance considered additional cost information to remediate the site and to acquire and construct access to the site, including removal of a much greater amount of debris than was originally estimated. Mr. Durrance similarly concluded that the property had limited development potential, and identified comparable sales ranging in value from $2,000 - $5,000 per acre. Mr. Durrance determined that the property would be worth $4,000 per acre if it had access. However, due to uncertainty of access and the costs associated with establishing and constructing access, he determined that the property was worth **$500 per acre**, for a total parent tract value of $5,000. Mr. Durrance's compensation estimate is summarized as follows:

Value of Part Taken (4.943 acres)	$2,500.00
Severance Damages to Remainder (5.6 acres)	$1,500.00
Total Compensation	**$4,000.00**

The Landowner has retained the appraisal services of Rick Dreggors with Calhoun, Dreggors & Associates, Inc. Mr. Dreggors opined that the highest and best use of the subject is for a single residential homesite, to be constructed on the half-acre of allegedly developable property located in the southeast corner (where they opine that an implied easement exists). Mr. Dreggors considers five comparable sales that range in size from 3 acres to 11 acres, all of which had access and contained all useable uplands. The properties sold for between $23,000-$49,000 per acre. Mr. Dreggors reconciles on a value of **$30,000 per acre**, for a total parent tract value of $318,900.

In the after condition, the Landowner contends that the remainder will be left land-locked, as access to the purported implied easement over the adjoining property will be cut-off by the expressway. Furthermore, the entire half-acre of allegedly developable property is located within the taking, leaving only non-developable property in the remainder. Mr. Dreggors' compensation estimate is summarized as follows:

Value of Part Taken	$148,200
Severance Damages to Remainder	$165,700
Total Compensation	**$313,900**

SETTLEMENT PROPOSAL and EXPERT FEES:

Mediation was conducted on April 12, 2016 without a successful resolution. This ROW Committee previously approved an Offer of Judgment in the amount of $50,000 to resolve this case, exclusive of fees and costs. On July 6, 2016, Landowner served CFX with a "Reverse" Offer of Judgment in the amount of $99,999.99 (the maximum allowed pursuant to Florida Statute §73.032(3)), exclusive of fees and costs. A Reverse Offer of Judgment entitles the Landowner's attorney to recover fees pursuant to §73.092(2), which considers an attorney's time spent in the case, as well as other equitable factors, as opposed to recovery based on a percentage of the benefit obtained. This case was scheduled to go to trial during the September 12, 2016 trial docket, but

has been continued pending this outcome of this Committee's decision on the proposed settlement offer.

The Landowner submitted expert invoices in the following amounts:

Appraiser (Richard Dreggors)	$41,143.00
Land Planner (Ed Williams)	7,075.00
Land Planner (Jim Hall)	15,193.00
Real Estate Expert (Ross Payne)	6,400.00
Engineer (Glena Morris)	34,109.00
Total	**$103,920.00**

CFX's experts submitted the following invoices:

Appraiser (Chad Durrance)	$25,816.50
Appraiser (Craig Ebaugh)	8,900.00
Real Estate Expert (Ted Estes)	16,675.00
Engineer (Leland Moree)	5,864.50
Total	**$57,256.00**

After further negotiations, the Landowner has agreed to resolve this case "all-in" for $199,999. While this is an all-inclusive settlement, an estimated break-down of this settlement proposal is included for informational purposes:

Compensation to Landowner	$99,999.00
Expert Fees	77,032.33
Attorneys fees (based on betterment)	22,967.67
Total	**$199,999.00**

CFX previously deposited $30,400 into the court registry as its good faith estimate of value. A settlement in the amount of $199,999 would require CFX to deposit an additional sum of $169,599. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk associated with a Reverse Offer of Judgment, as well as expenses related to a jury trial.

RECOMMENDATION:

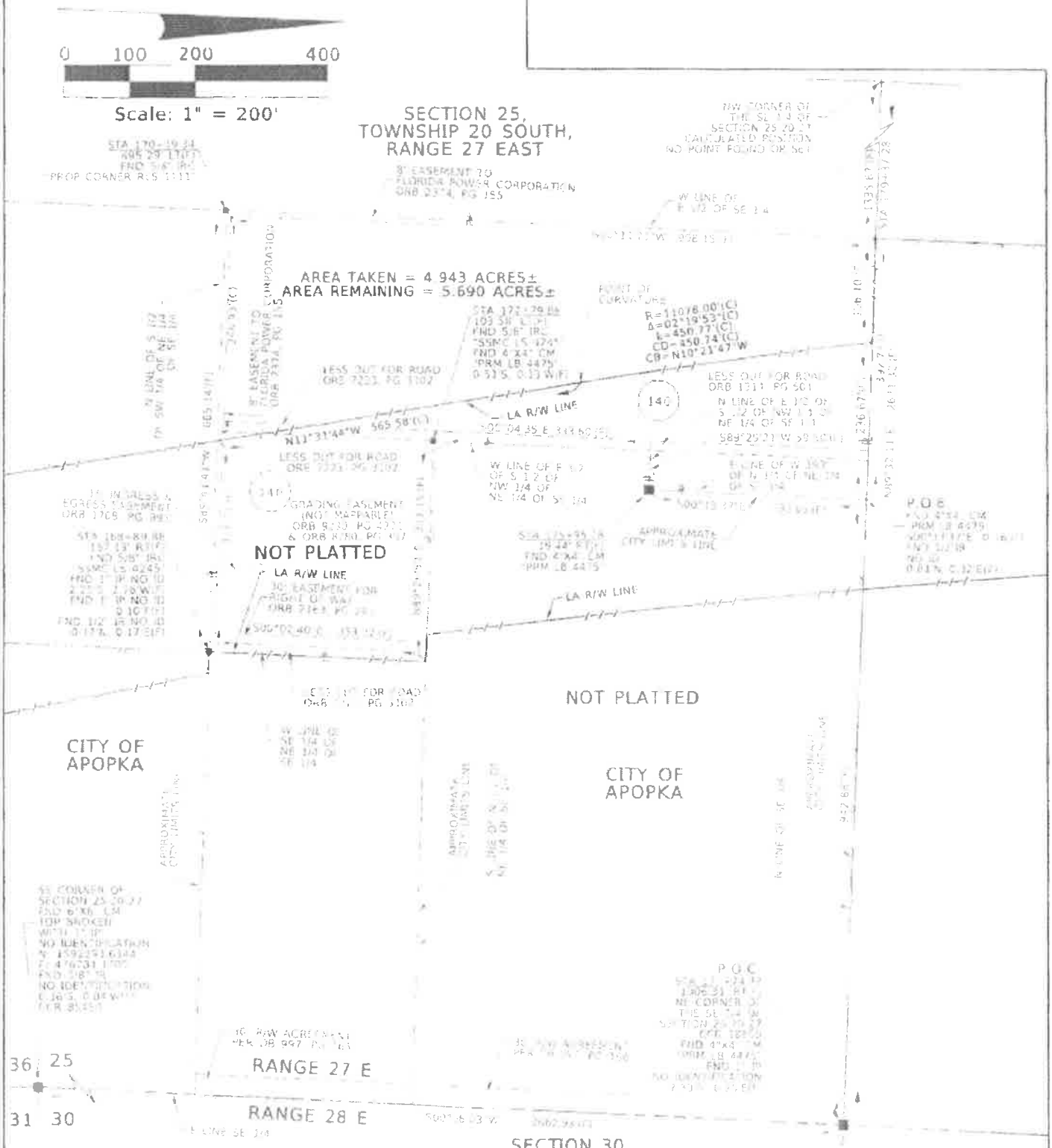
The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 27, 2016 meeting. The undersigned counsel respectfully requests that this Board approve a settlement in the amount of $199,999, inclusive of attorneys fees and costs, to resolve the Landowner's interest in Parcel 140.

ATTACHMENTS:

Sketch of Property

REVIEWED BY: Joseph Massicotte

SKETCH OF DESCRIPTION



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

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013

PROJECT NO.: M20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 140

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE (407) 660-2322 FAX 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	L	= LENGTH
(F)	= FIELD	LA	= LIMITED ACCESS
CB	= CHORD BEARING	LT	= LEFT
CCR	= CERTIFIED CORNER RECORD	NO	= NUMBER
CD	= CHORD DISTANCE	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	℄	= PROPERTY LINE
Δ	= DELTA (CENTRAL ANGLE)	PG	= PAGE
DB	= DEED BOOK	P.O.B.	= POINT OF BEGINNING
FND	= FOUND	P.O.C.	= POINT OF COMMENCEMENT
ID	= IDENTIFICATION	R	= RADIUS
IP	= IRON PIPE	RT	= RIGHT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	STA	= STATION

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF SOUTH 00°06'03" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY DATED SEPTEMBER 15, 2013, ORDER NO. 4378014, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

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

	BY	DATE
UPDATED TITLE WORK	PMM	10/07/2013
REVISED PER COMMENTS	PMM	06/20/2013
REVISED PER COMMENTS	PMM	05/09/2013
REVISION	BY	DATE

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

10-7-2013

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MARCH 14, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 140

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#11

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **July 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 111**
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement for Parcel 111 (the "Taking" or "Property"), which was acquired by condemnation for the construction of the S.R. 429 Wekiva Parkway, Project 429-202. The Court entered a Stipulated Order of Taking for this parcel on September 19, 2014.

DESCRIPTION and BACKGROUND:

The subject property is a 4.106 acre parcel located along the west side of Plymouth Sorrento Road, just south of Schopke Road, in Apopka, Florida. The property is owned by Robert G. Kizer, Preston B. Kizer Jr., and Martha W. Kizer ("Landowners"), who acquired the property in 1986 and currently reside on the property. CFX is acquiring .245 acres from the southwest corner for road improvements (Parcel 111), and .167 acres for a permanent utility easement in the northwest portion of the site (Parcel 811). The property is improved with a 1726 square foot single family residence, two storage buildings (about 4,000 square feet and 600 square feet), and other related residential and agricultural improvements.

The proposed road project will include construction of a water retention pond in the depressional area at the rear of the subject property and construction of a four-lane, limited access roadway. A bridge will be constructed above the retention pond. The roadway elevation in this area will be 18 to 20 feet above the grade of the residence. After the taking, the rear of the residence will be approximately 355 feet from the new limited access right of way (water retention area) and 455 feet from the main line of the Wekiva Parkway.

VALUATION:

CFX retained the services of David Hall of Bullard, Hall & Adams, Inc., to appraise the property. Mr. Hall determined that the highest and best use of the property was for continued residential use consistent with the current improvements. Mr. Hall considered three comparable

sales from 2011-2012, with per acre values between $18,000 to $30,000. Mr. Hall ultimately reconciled on a value of **$30,000 per acre** for the property in the before condition, or $123,180 for the parent tract and **$15,500** for the land taken. He determined that the improvements on the property were worth $198,500, for a total parent tract value of $321,700. After considering the proximity of the residence to the expressway improvements, Mr. Hall damaged the remainder **land by 50%,** and the remainder **improvements by 15%**, for a total damage amount of **$84,700**. Mr. Hall also found a minor cost to cure of $1,700 to reestablish fencing in the area of the taking. Mr. Hall's valuation conclusions are summarized as follows:

Value of the Part Taken	$15,500
Severance Damages	84,700
Cost to Cure	1,700
CFX's Compensation Estimate	**$101,900**

The Landowners' appraiser, Richard Dreggors, preliminarily opined that the property was worth **$35,000 per acre**, and that both the land *and* the improvements were damaged by **50%.** The Landowners also claimed that CFX's contractors improperly trespassed on their remaining property and removed four trees outside the taking area. The Landowners valued the trespass action at $15,000, and the lost trees at $10,000. While Mr. Dreggors did not complete a final appraisal for this parcel, he did complete appraisals for the adjoining properties: Parcel 112 and 113. In those parcels, he opined that the value of the property was $70,000 per acre, or $100,000 per acre if it had better access to Plymouth Sorrento Road (which Parcel 111 has). Mr. Dreggors' rural residential homesite values were between $41,000 - $49,000 per acre, and severance damages on Parcel 112 were 50% for the land and 60% for the improvements. As no appraisal was completed by the Landowners for this Parcel, the following settlement proposal is a result of direct negotiations with Landowners' counsel.

EXPERT AND ATTORNEY FEES / SETTLEMENT PROPOSAL:

The Landowners have agreed to accept the following settlement proposal to compensate them for both the taking and any tree loss / trespass claims:

Eminent domain claim/trespass/loss of trees	$195,000
Expert Fees	5,000
Attorneys fees (Kurt Bauerle)	30,723
Total Settlement Proposal	**$230,723**

The Landowners' expert, Richard Dreggors, incurred fees of $6,500, but agreed to accept **$5,000.**

CFX incurred expert fees in the amount of $10,260.00 from David Hall and $625.00 from John Speer, for a total of **$10,885** in expert fees.

The Landowners' attorney, Kurt Bauerle, has agreed to accept statutory attorneys fees based on betterment in the amount of **$30,723.**

CFX previously deposited $101,900 into the court registry as its good faith estimate of

value. A settlement in the amount of $230,723 would require CFX to deposit an additional sum of $128,823. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowners' compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will eliminate further risk and expenses for CFX in this eminent domain case, and resolve a potential trespass and tree loss lawsuit.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 27, 2016 meeting. The undersigned counsel respectfully requests that this Board approve settlement in the amount of $230,723 to fully resolve the Landowners' claims in Parcel 111, inclusive of attorney's fees and expert fees and costs.

ATTACHMENTS:

Sketch of Property

REVIEWED BY: Joseph Hassiotou

SKETCH OF DESCRIPTION

LEGEND AND ABBREVIATIONS

(C)	= CALCULATED	LA	= LIMITED ACCESS
(D)	= DEED	NO	= NUMBER
(F)	= FIELD	ORB	= OFFICIAL RECORDS BOOK
CCR	= CERTIFIED CORNER RECORD	℄	= PROPERTY LINE
CM	= CONCRETE MONUMENT	PB	= PLAT BOOK
DB	= DEED BOOK	PG	= PAGE
FND	= FOUND	PGS	= PAGES
ID	= IDENTIFICATION	P.O.B.	= POINT OF BEGINNING
IP	= IRON PIPE	P.O.C.	= POINT OF COMMENCEMENT
IR	= IRON ROD	R/W	= RIGHT OF WAY
IRC	= IRON ROD AND CAP	SQ	= SQUARE

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT (NAD83/07), EAST ZONE, WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 20 SOUTH, RANGE 27 EAST, HAVING A BEARING OF NORTH 02°14'21" WEST.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS SKETCH IS FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. A CERTIFICATE OF TITLE INFORMATION PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED OCTOBER 09, 2012, FILE NO. 2037-2832903, WAS REVIEWED BY THE SURVEYOR. EXCEPTIONS LISTED THEREIN (IF ANY) WHICH AFFECT THE PARCEL DESCRIBED HEREON, WHICH CAN BE DELINEATED OR NOTED, ARE SHOWN HEREON.
6. CITY LIMITS SHOWN HEREON ARE TAKEN FROM THE ORANGE COUNTY GEOGRAPHIC INFORMATION SYSTEM SITE AND ARE APPROXIMATE.
7. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
8. THIS SKETCH IS NOT A SURVEY.

SEE SHEET 1 & 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE
REVISED PER COMMENTS	PMM	01/27/2014
ADDED PARCEL #811	PMM	12/23/2013
REVISED PER COMMENTS	PMM	05/29/2013
REVISED PER COMMENTS	PMM	04/03/2013

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THE 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 EXCEPTIONS NOTED HEREON.

2-5-2014

H. Paul deVivero, Professional Land Surveyor No. 4980

FOR ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: FEBRUARY 14, 2013
PROJECT NO: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 111 & 811

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1101 SOUTH INTERNATIONAL PARKWAY
SUITE 1001
LAKE MARY, FLORIDA 32746
VOICE: (407) 732 6985
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#12

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **July 26, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 130 Part A and B**
Recommendation for Board Approval of Settlement Proposal

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a settlement for Parcel 130. CFX filed its eminent domain action on June 16, 2014. The Court entered an Order of Taking on August 12, 2014.

DESCRIPTION and BACKGROUND:

Parcel 130 involves a relatively small strip taking for the purpose of improving Yothers Road. The subject property is located along the north side of Yothers Road, approximately 1,000 feet west of its intersection with Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 4.4548 acres of land area. The Parcel 130 acquisition is a rectangular shaped taking of approximately .1928 acres of land. The taking is located in the southwest portions of the subject property and is comprised of approximately .0773 acres of unencumbered land area and approximately .1155 acres of land area located within the Yothers Road right-of-way.

CFX retained the services of Mr. Stephen J. Matonis with Integra Realty Resources to appraise the property. The subject property is improved with a 1,626 square foot single family residence that was built in 1976, two manufactured homes containing 720 and 672 square feet of heated area, a warehouse, and other supporting site improvements. Mr. Matonis notes that the subject property is zoned ZIP (Zoning-In-Progress) by the City of Apopka. Mr. Matonis concludes that the highest and best use, as improved, is for interim rental of the improvements until the demand for residential development of the site is warranted.

The comparable land sales reflect a range of value of $28,800 to $39,849 per acre of land area. Mr. Matonis concluded to a fee simple market value estimate of $32,000 per acre, or $135,225 for the total parent tract land value. The contributory value of the improvements was estimated to be $51,800. This resulted in an estimated market value conclusion for the parent tract of $193,025. The value of the land taken was estimated to be $2,659, and the contributory

value of the improvements in the taking were estimated to be $6,000. Minor site improvements in the taking included an access drive to the subject residences and chain link fencing with three-strand barbed wire. Mr. Matonis developed a minor net cost to cure at $4,900.

The subject taking does not directly impact any of the building improvements. However, due to the remainder's adjacency to the limited access right of way line in the after condition, Mr. Matonis opined that the land and improvements were damaged by 10%, or $27,301. These valuation conclusions are summarized as follows:

Value of Part Taken (land and improvements)	$ 8,659
Damages to Remainder (10%)	$27,301
Cost to Cure	$ 4,900
Total Compensation	**$40,860**

"REVERSE" OFFER OF JUDGMENT

On July 14, 2016, the Landowners, through their attorney Raymer Maguire, served a "Reverse" Offer of Judgment to settle this case in the amount of $62,500, exclusive of attorneys fees and costs. A Reverse Offer of Judgment entitles the Landowner's attorney to recover fees pursuant to §73.092(2) if the jury returns a verdict equal or greater than the amount of the offer. This section of the statute awards fees based on an attorney's time spent in the case, as well as other equitable factors, as opposed to an award based on a percentage of the benefit obtained.

The Landowner has submitted expert invoices in the amount of $13,649.00, as set forth below:

Gary Pendergast (Appraiser)	$2,070.00
VHB/Jim Hall (Land Planner)	4,279.68
MEI Civil /Dan Morris (Engineer)	3,100.13
Ed Williams	3,875.00
JTS Tech	325.20
Total	**$13,649.01**

These experts have agreed to accept $12,284.00 to resolve their fees.

CFX has incurred fees in the amount of $6,500 for the real estate appraisal services of Integra Realty Resources.

Mr. Maguire has agreed to accept attorneys fees based on statutory betterment in the amount of $7,141 ($62,500 - $40,860 = $21,640 x 33%).

The total settlement proposal is summarized as follows:

Compensation to the Landowner	$62,500
Expert fees	12,284
Attorneys fees	7,141
Total Settlement Amount	**$81,925**

CFX previously deposited $40,860 into the court registry as its good faith estimate of value. A settlement in the amount of $81,925 would require CFX to deposit an additional sum of $41,065. Acceptance of the proposed settlement is recommended and is in CFX's best interest. Prolonged litigation will subject CFX to additional attorneys fees and costs as well as additional expert fees and costs, which CFX would ultimately be responsible for as part of the Landowner's compensation as provided by §73.091 and §73.092, Florida Statutes. Acceptance of the proposal will also eliminate further risk associated with a Reverse Offer of Judgment, as well as expenses related to a jury trial.

RECOMMENDATION:

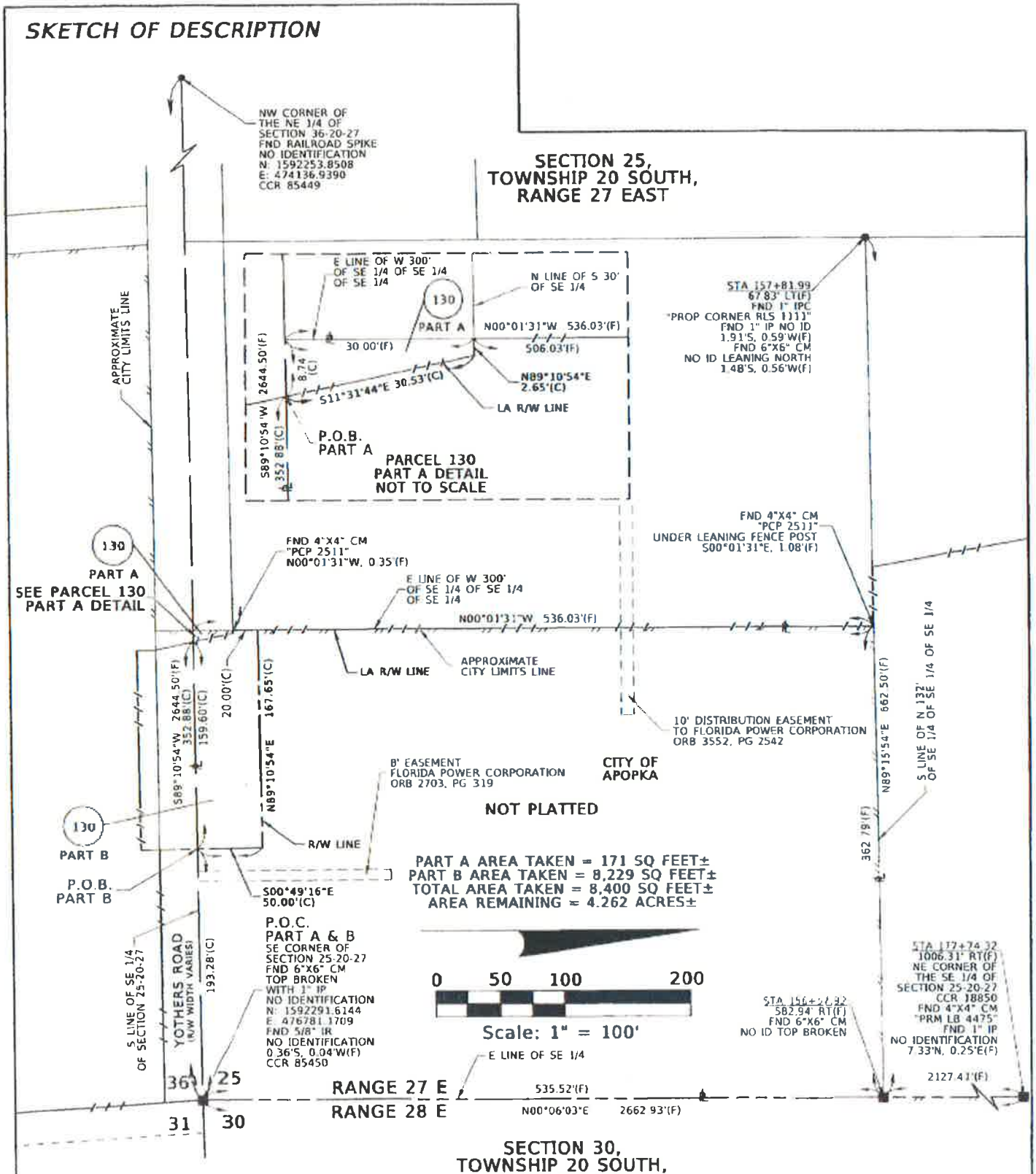
The proposed settlement was recommended for Board approval by the Right of Way Committee at the July 27, 2016 meeting. The undersigned counsel respectfully requests that this Board approve settlement in the amount of $81,925, inclusive of attorney's fees and costs, to resolve the Landowner's interest in Parcel 130.

ATTACHMENTS:

Sketch of Property

REVIEWED BY: Joseph Passiatore

SKETCH OF DESCRIPTION



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

SHEET 2 OF 3

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DATE: MAY 23, 2013
PROJECT NO.: H20-01
DRAWN: PMM CHECKED: JMS

STATE ROAD 429
OOCEA PROJECT NO. 429-202
PARCEL NO. 130

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660-8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556

CONSENT AGENDA ITEM

#13

MEMORANDUM

TO: CFX Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel Linda S. B. Lanosa

DATE: July 27, 2016

RE: Agreement for Right-of-Way Transfer and Continuing Maintenance between Orange County and the Central Florida Expressway Authority ("CFX") pertaining to State Road ("SR") 429, Part C from the Turnpike to Seidel Road Project: 75320-6460-653 and 75320-6460-654

INTRODUCTION

CFX is constructing S.R. 429 in multiple phases. Part C, which runs from the Turnpike to Seidel Road, was opened in 2005. As part of the construction of Part C, CFX acquired land to improve access to and from SR 429. Now that construction of Part C has been completed, property that is being used for local roads should be transferred to Orange County and parcels that are encumbered by CFX's bridges and crossings should be transferred to CFX. Further, the maintenance obligations of each party, based upon the long-standing practice between the parties, should be reiterated.

Attached is a proposed Agreement for Right-of-Way Transfer and Continuing Maintenance with Orange County ("Agreement"), including the following exhibits:

Exhibit	Description
A	Legal Descriptions of Right of Way Property from CFX to Orange County
B	Legal Descriptions of Retention Pond Property from CFX to Orange County
C	Legal Descriptions of Right of Way Property from Orange County to CFX
D	Quit Claim Deed from CFX to Orange County
E	Quit Claim Deed from CFX to Orange County
F	County Deed from Orange County to CFX

The Agreement has already been vetted by Orange County's Road Agreement Committee and staff.

Also attached is a map depicting the property addressed in the Agreement. The map shows that SR 429 crosses **over** the following roadways:

a. Avalon Road (near Old YMCA Road) at approximately Station 638+59.25
b. Old YMCA Road at approximately Station 645+65.33,
c. Schofield Road at approximately Station 688+71.53,

d. Avalon Road (near Porter Road) at approximately Station 730+54.05
e. Porter Road at approximately Station 735+36.31,
f. Tiny Road at approximately Station 923+98.69, and
g. Tilden Road at approximately Station 933+67.20.

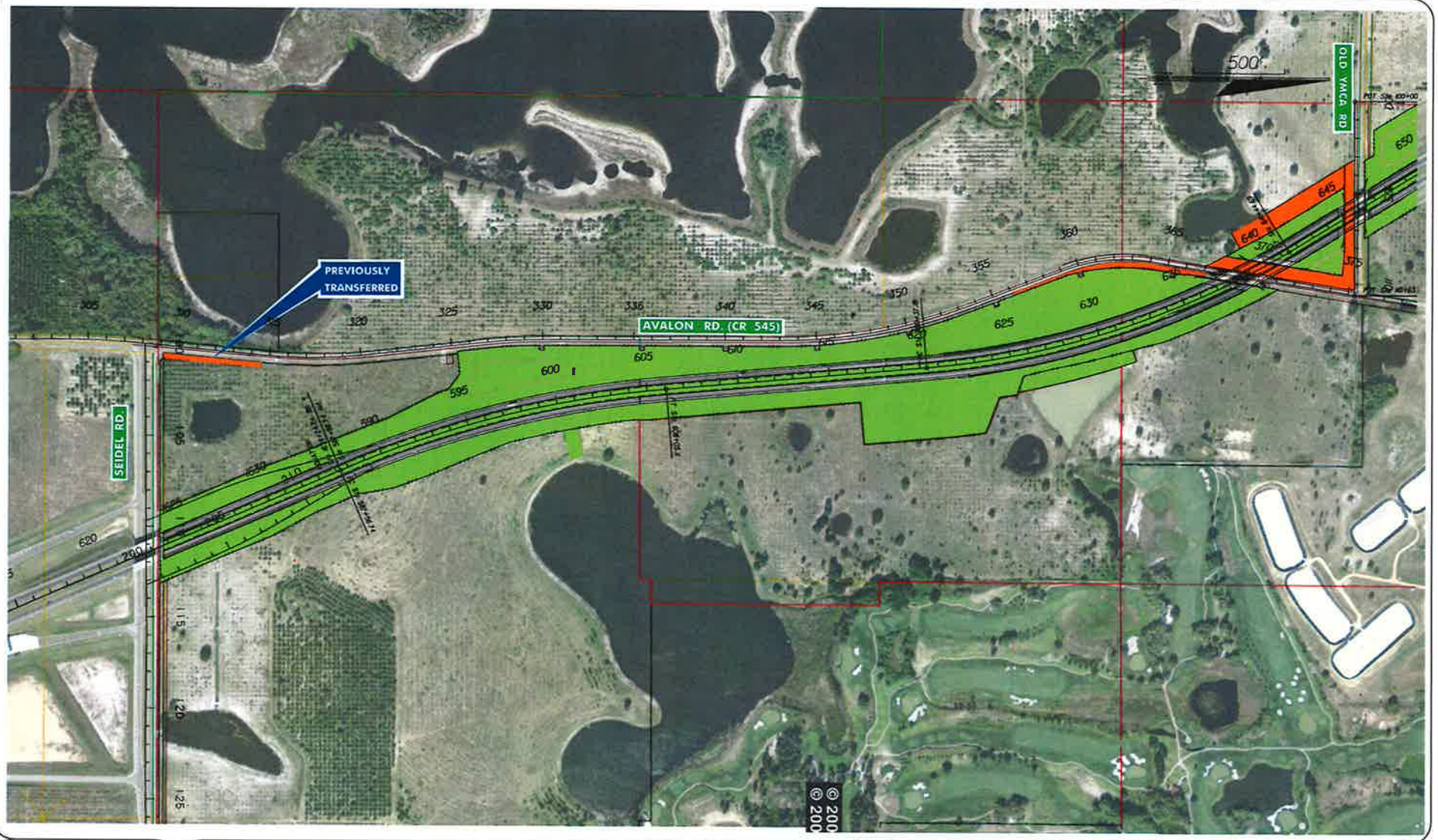
SR 429 crosses **under** McKinney Road (also known as New Independence Parkway) at approximately Station 791+97.61 and Malcom Road Bridge at approximately Station 850+90.77. The Malcom Road Bridge has already been addressed by a separate agreement. The crossing at SR 429 and Schofield Road will be addressed by a subsequent amendment.

REQUEST

Board approval is requested for the attached Right-of-Way Transfer and Continuing Maintenance Agreement between Orange County and the Central Florida Expressway Authority pertaining to SR 429, Part C from the Turnpike to Seidel Road.

The Right of Way Committee recommended approval on July 27, 2016.

Reviewed by: Joseph Passiatore



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

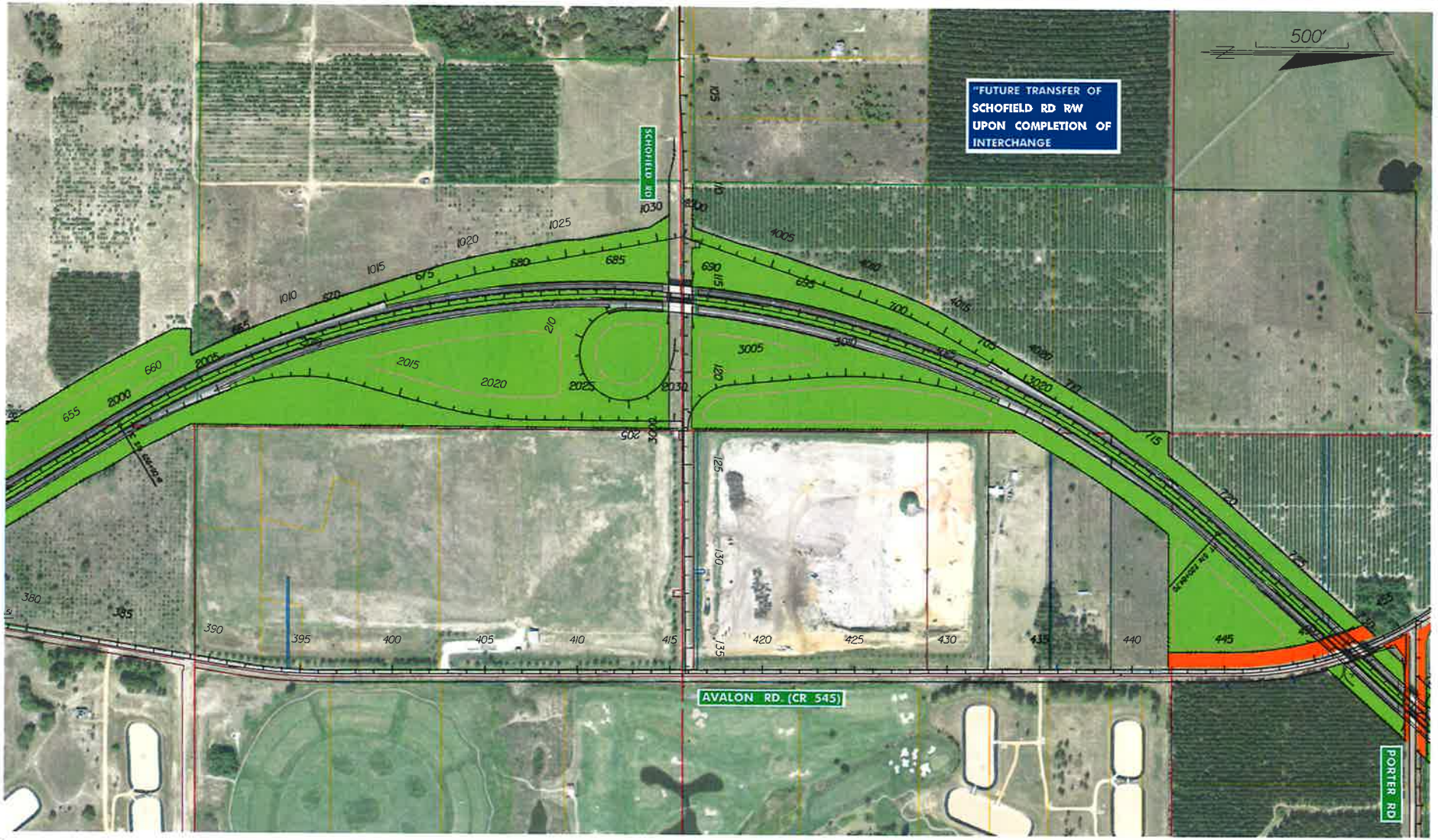
LEGEND

- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

PROPOSED
S.R. 429 – WESTERN EXPRESSWAY PART C
PHASE II TRANSFER EXHIBIT

8:13:14 AM
8/14/2015
T:\PROJECTS\00CEA\GEC Support\SR429\maintenanceFIG8_TRANS.dgn



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8/14/2015
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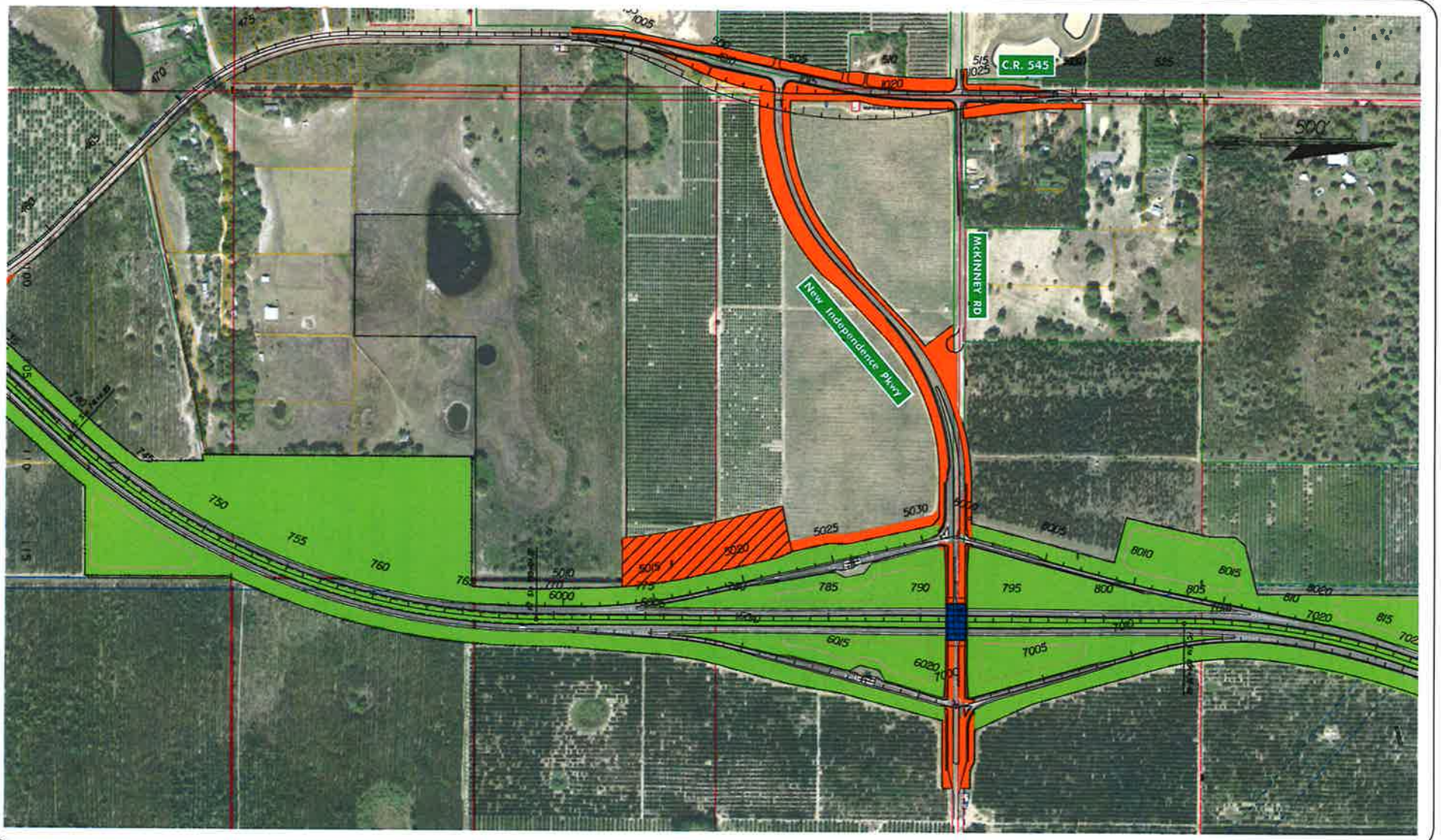
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGEND

- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

PROPOSED
S.R. 429 – WESTERN EXPRESSWAY PART C
PHASE II TRANSFER EXHIBIT



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGEND

- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

PROPOSED
S.R. 429 - WESTERN EXPRESSWAY PART C
PHASE II TRANSFER EXHIBIT

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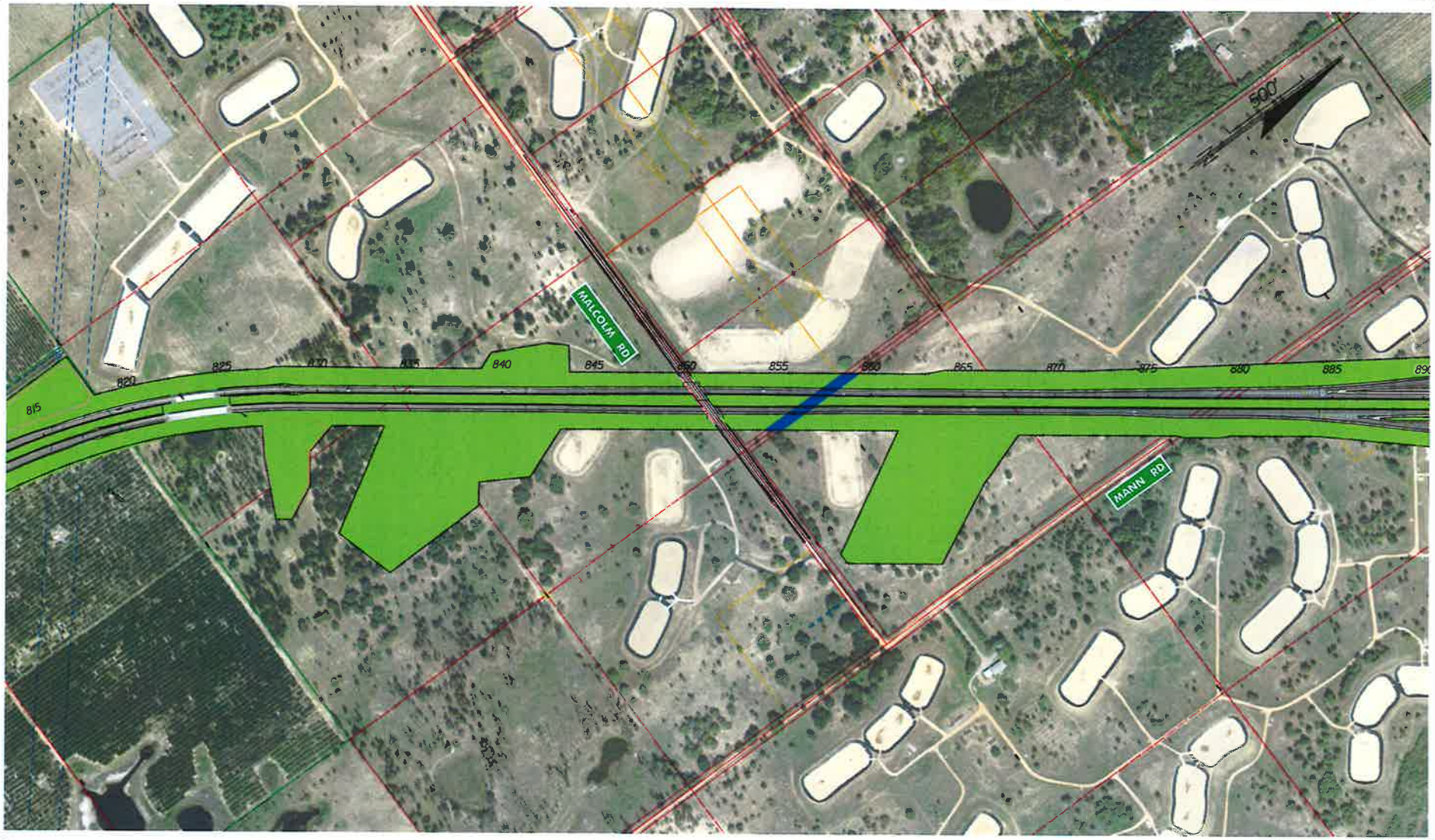

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGEND

- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

PROPOSED
S.R. 429 - WESTERN EXPRESSWAY PART C
PHASE II TRANSFER EXHIBIT

Page 4 of 5

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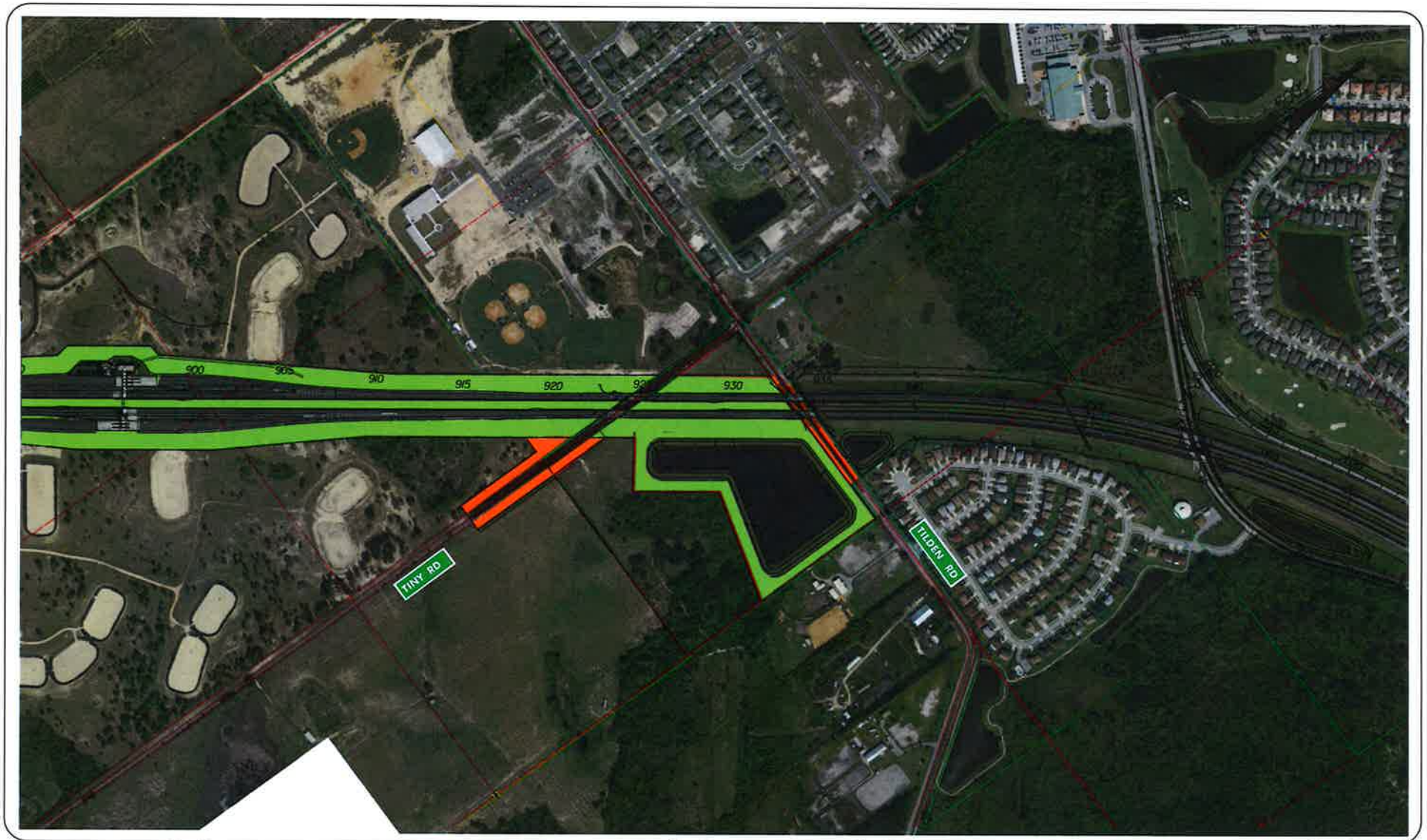
8/14/2015
T:\PROJECTS\OOCEA\GEC Support\SR429\maintenanceFIG5_TRANS.dgn



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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGEND

- CFX
- CFX TO COUNTY- FEE
- COUNTY TO CFX- FEE
- CFX TO COUNTY- EASEMENT

Date Revised
08/14/2015

PROPOSED
S.R. 429 - WESTERN EXPRESSWAY PART C
PHASE II TRANSFER EXHIBIT

RIGHT-OF-WAY TRANSFER
AND
CONTINUING MAINTENANCE AGREEMENT
BETWEEN
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND ORANGE COUNTY, FLORIDA

THIS RIGHT-OF-WAY TRANSFER AND CONTINUING MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the **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 ("CFX") and **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("County"). CFX and County are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, pursuant to section 348.753, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("Expressway System") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access; and

WHEREAS, pursuant to Section 125.01 and Chapter 336, Florida Statutes, the County is empowered to provide and maintain arterial and other roads encompassing the County Road System for the benefit of its citizens; and

WHEREAS, State Road (SR) 429, also known as the Daniel Webster Western Beltway, was constructed in multiple phases. Part C is from the Turnpike to Seidel Road; and

WHEREAS, in the course of its construction of the Part C portion of SR 429, CFX acquired certain land for the benefit of the County and constructed thereon certain roadways and other improvements to insure a minimal disruption of traffic to the citizens and to provide for a smooth transition to the Expressway System, thus making both the Expressway System and the County Road System compatible; and

WHEREAS, the construction of the Part C portion of SR 429 is completed and both parties desire to conclude the land conveyance so that title to all of the County's right-of-way and related facilities will vest in the County and title to all of CFX's right-of-way and related facilities will vest in CFX; and

WHEREAS, SR 429 crosses over the following roadways: Avalon Road (near Old YMCA Road) at approximately Station 638+59.25 and Old YMCA Road at approximately Station 645+65.33, Schofield Road at approximately Station 688+71.53, Avalon Road (near Porter Road)

at approximately Station 730+54.05 and Porter Road at approximately Station 735+36.31, Tiny Road at approximately Station 923+98.69, and Tilden Road at approximately Station 933+67.20, pursuant to the Record Drawings for SR 429, Projects 653 and 654, hereinafter collectively referred to as "Expressway Bridges;" and

WHEREAS, SR 429 crosses **under** McKinney Road (also known as New Independence Parkway) at approximately Station 791+97.61 and **under** Malcom Road Bridge at approximately Station 850+90.77; and

WHEREAS, Malcom Road Bridge is subject to a separate Right-of-Way Utilization Agreement recorded at O.R. Book 10610, Page 7183, Public Records of Orange County, Florida;

WHEREAS, the right of way at the crossing of SR 429 and Schofield Road will be addressed separately;

WHEREAS, the parties desire to convey the parcels described below subject to a reservation of rights for Expressway Bridges over County Roads and as set forth below; and

WHEREAS, the parties also desire to define the future and continuing maintenance responsibilities for the right-of-way and related facilities and to set responsibility therefore.

NOW THEREFORE, for and in consideration of the mutual agreements herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, CFX and the County agree as follows:

1. **Recital.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Right-of-Way Plans.** CFX previously delivered to the County a full and complete set of right-of-way maps consisting of Western Beltway Project No. 75320-6460-653 and Project No. 75320-6460-654 prepared by DRMP, Inc. The maps can be used to locate the areas of future and continuing maintenance responsibility.

3. **CFX Conveyance of Right-of-Way with Restrictions.** CFX agrees to transfer and convey to the County by Quitclaim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "A,"** subject to the covenants, conditions, restrictions, and reservations, described in the Quitclaim Deed, which is substantially in the form of **Exhibit "D,"** attached hereto and incorporated herein. In addition, the parties agree that if County no longer uses the property for County right-of-way purposes, CFX will have a right of first refusal to acquire all right, title and interest to the property at no cost to CFX.

4. **CFX Conveyance of Retention Pond and Access Road, subject to Easement, with Restrictions.** CFX agrees to transfer and convey to the County by Quitclaim Deed all of its right, title and interest in and to the real property described in **Composite Exhibit "B,"** subject to the covenants, conditions, restrictions, and reservations described in the Quitclaim Deed, which is substantially in the form of **Exhibit "E,"** encumbered with the Easement recorded at O.R. Book

10616, Page 6505 over Parcels 223, 823, and 224I. At no cost to CFX, the County shall prepare or cause to be prepared any and all permit modifications or amendments pertaining to the property described in **Composite Exhibit "B"** by updating the name of the owner to Orange County or its designee and shall assume all responsibilities for maintenance.

5. **County Conveyance.** The County shall convey to CFX by a county deed of conveyance consistent with Section 125.411, Florida Statutes, substantially in the form of **Exhibit "F,"** all of its right, title and interest in and to the real property generally described as the property at the intersection of SR 429 and McKinney Road, designated as Parcel 653-100, and the property at SR 429 and Davenport, designated as Parcel 654-100, and the perpetual easement interests encompassing twenty (20) feet beyond the outermost perimeters of the existing bridges at the crossings of SR 429 over Avalon Road (near Old YMCA Road), Old YMCA Road, Avalon Road (near Porter Road), Porter Road, Tiny Road, and Tilden Road more particularly described in **Composite Exhibit "C"** attached hereto and made a part hereof.

6. **Future and Continuing Maintenance.** The parties agree that it is necessary and desirable to define with specificity the locations for future and continuing maintenance, and the details of such maintenance responsibility. The future and continuing maintenance is applicable to the following general areas: (a) County road bridges over SR 429; (b) Expressway Bridges over County roads; and (c) roadways. The parties agree that the maintenance functions outlined are necessary and properly defined and that the responsibility given to each of the parties hereto to perform said functions is likewise necessary and reasonably defined.

a. CFX shall be responsible for all of the property owned by CFX, including all improvements thereon, but as to the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, the responsibilities are described below and in paragraph 6.b and as for the bridge at Malcom Road over SR 429, the responsibilities are addressed by a separate agreement identified above.

   i. For an Expressway Bridge over a County Road, including the bridges over Avalon Road, Old YMCA Road, Porter Road, Tiny Road, and Tilden Road, CFX shall be responsible for the following: (i) bridge structure per se, including bridge deck and approach slabs; (ii) retaining walls; (iii) ramp pavement to the County right-of-way line; (iv) ramp and roadway drainage structures and piping to ponds; and (v) bridge under deck and ramp lighting.

   ii. For the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, CFX shall be responsible for the following: (i) bridge structure per se, including bridge deck and approach slabs; (ii) ramp pavement to the County right-of-way line; (iii) reinforced earth/retaining walls; (iv) ramp and under deck lighting; (v) drainage structures and pipe from Expressway right-of-way to either CFX or County Ponds; (vi) ramp maintenance within limited access right-of-way fence line; and (vii) bridge, barrier wall, and reinforced earth/retaining wall coatings.

b. County shall be responsible for all of the property owned by County, including all improvements thereon, and as for the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, as set forth below.

i. For an Expressway Bridge over a County Road, including the crossings of SR 429 over Avalon Road (near Old YMCA Road) and Old YMCA Road, Avalon Road (near Porter Road) and Porter Road, Tiny Road, and Tilden Road, County shall be responsible for the following: (i) roadway, sidewalks and other improvements up to limited access right-of-way fence line or retaining wall; (ii) County road drainage; (iii) County road between retaining earth walls; and (iv) ramp signalization and County road lighting, if required.

ii. For the bridge at McKinney Road a/k/a New Independence Parkway over SR 429, County shall be responsible for the following: (i) roadway up to bridge approach slabs; (ii) side slopes to limited access right-of-way fence line; (iii) signalization and bridge lighting above deck if applicable; (iv) County facilities within Expressway right-of-way; (v) County road drainage structures and pipe draining to CFX or County retention area; (vi) striping and pavement markings on the approach slabs and the bridge deck; (vii) walkways, and (viii) all other maintenance activities, such as cleaning, sweeping, etc.

7. **Time of Conveyance.** The parties hereto shall convey to each other the deeds as described in paragraphs 3, 4 and 5 above within 180 days of the Effective Date, subject to an option to extend that may be exercised by the Manager of the Orange County Real Estate Management Division or the Executive Director of the Central Florida Expressway Authority, as applicable.

8. **Recording**. Orange County agrees to record the Deeds for the property being conveyed to Orange County within thirty (30) days after approval by the Orange County Board of County Commissioners at its cost. CFX agrees to record the Deed for the property being conveyed to CFX within thirty (30) days after acceptance at its cost.

9. **Agreement Not Recorded**. This Agreement shall not be recorded in the official records of any county in the State of Florida. Notwithstanding the foregoing, the parties acknowledge that this Agreement is and will remain a public record that will be available for review and inspection by the public.

10. **As-Is Conveyance**. The properties described in Composite Exhibits A, B, and C ("Property") are being conveyed "AS IS," in such condition as the same may be on the closing date, without any representations or warranties by the respective owner as to any condition of the Property. Neither party shall have any claim against the other, in law or in equity, based upon the condition of the Property, or the failure of the Property to meet any standards.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing executed by the parties to be bound hereby.

13. **Effective Date.** This Agreement shall be and become effective on the date that it is signed and executed by the last to sign of CFX and County.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in a manner and form sufficient to bind them on the date set forth herein below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: _____
Teresa Jacobs
County Mayor

Date: _____

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

_____
Deputy Clerk
Printed Name: _____

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

BY:_____
WELTON CADWELL, CHAIRMAN

Date: _____

ATTEST:_____
Darleen Mazzillo, Executive Assistant

APPROVED AS TO FORM AND LEGALITY

_____
General Counsel

COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTIONS OF
RIGHT OF WAY PROPERTY FROM CFX TO ORANGE COUNTY

SKETCH OF DESCRIPTION

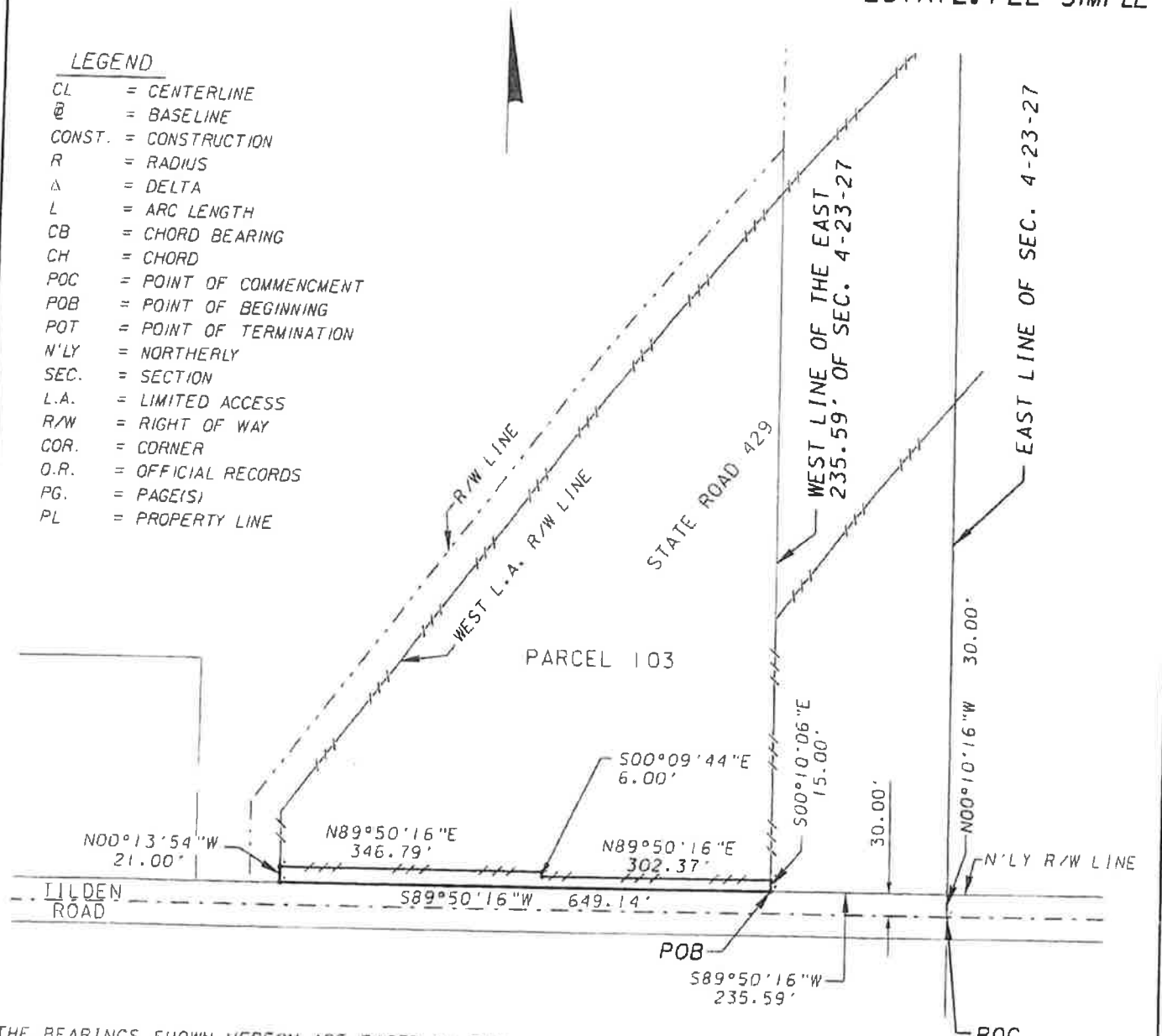
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT NO. 654

PARCEL 103 (PARTIAL)

ESTATE: FEE SIMPLE

LEGEND

CL	= CENTERLINE
@	= BASELINE
CONST.	= CONSTRUCTION
R	= RADIUS
Δ	= DELTA
L	= ARC LENGTH
CB	= CHORD BEARING
CH	= CHORD
POC	= POINT OF COMMENCMENT
POB	= POINT OF BEGINNING
POT	= POINT OF TERMINATION
N'LY	= NORTHERLY
SEC.	= SECTION
L.A.	= LIMITED ACCESS
R/W	= RIGHT OF WAY
COR.	= CORNER
O.R.	= OFFICIAL RECORDS
PG.	= PAGE(S)
PL	= PROPERTY LINE



THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE EAST, NAD 83(1990).

THIS IS NOT A SURVEY

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

JACK VANCE CARPER
CERTIFICATE
NO. 3598
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

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

6/14/2012

Date: 05/23/12
Scale: N/A
Job No.:
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT NO. 654

PARCEL 103 (PARTIAL)

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

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

Commence at the Southeast corner of said Section 4, thence North 00°10'16" West along the East line of said Section 4, a distance of 30.00 feet to a point on the Northerly right-of-way line of Tilden Road; thence South 89°50'16" West along said Northerly right-of-way line a distance of 235.59 feet to a point on the West line of the East 235.59 feet of said Section 4, said point also being the Point of Beginning; thence continue South 89°50'16" West along said Northerly right-of-way line a distance of 649.14 feet to a point on the West Limited Access Right-of-Way line of State Road 429 as shown on the Right-of-Way Map for State Road 429, Project Number 75320-6460-654, dated August 04, 1999; thence North 00°13'54" West along said West Limited Access Right-of-Way line a distance of 21.00 feet; thence North 89°50'16" East a distance of 346.79 feet; thence South 00°09'44" East a distance of 6.00 feet; thence North 89°50'16" East a distance of 302.37 feet to a point on aforesaid West line of the East 235.59 feet of Section 4; thence South 00°10'06" East along said West line of the East 235.59 feet of Section 4 a distance of 15.00 feet to the Point of Beginning.

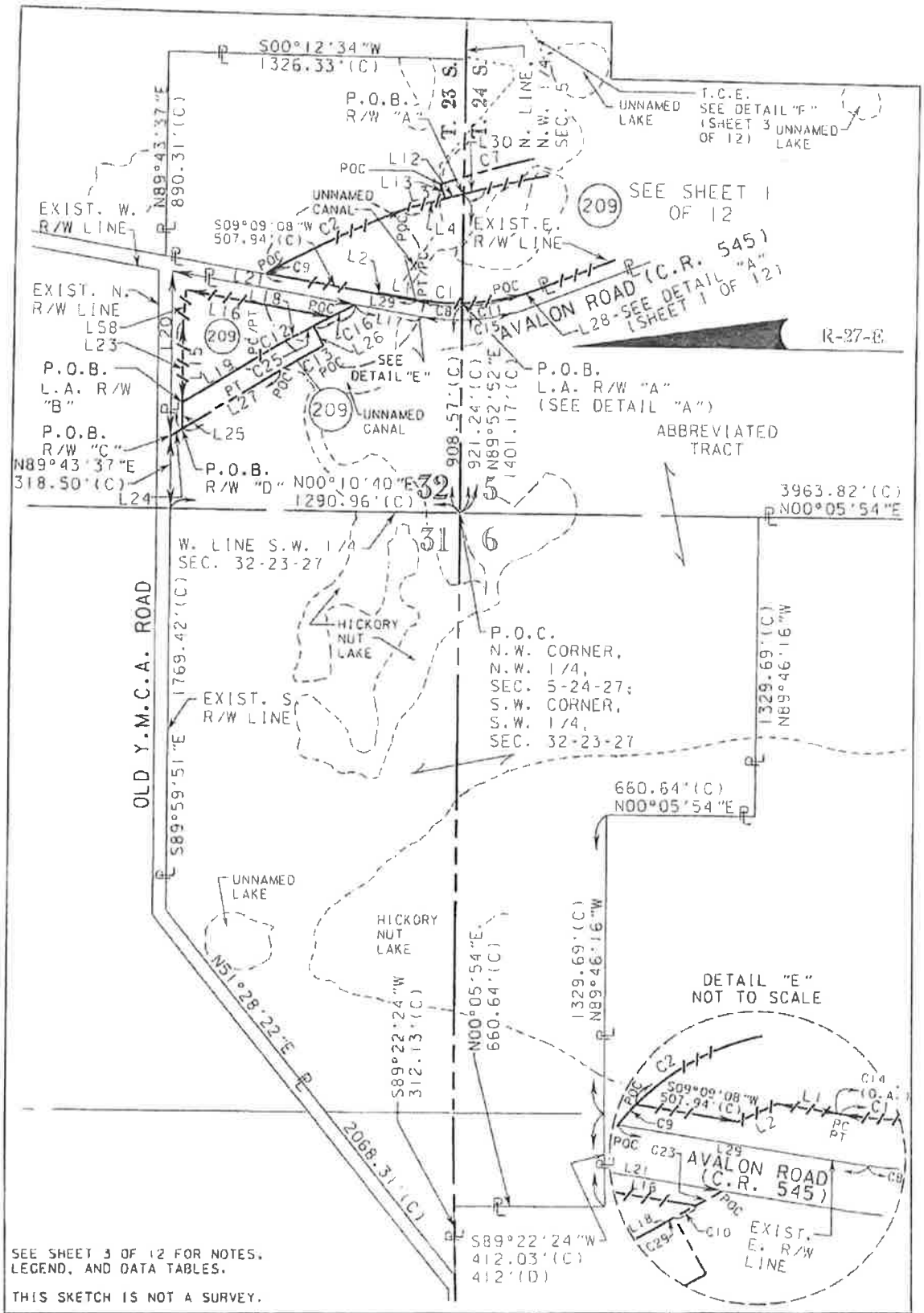
Containing 0.271 acres, more or less.

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

THIS IS NOT A SURVEY

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

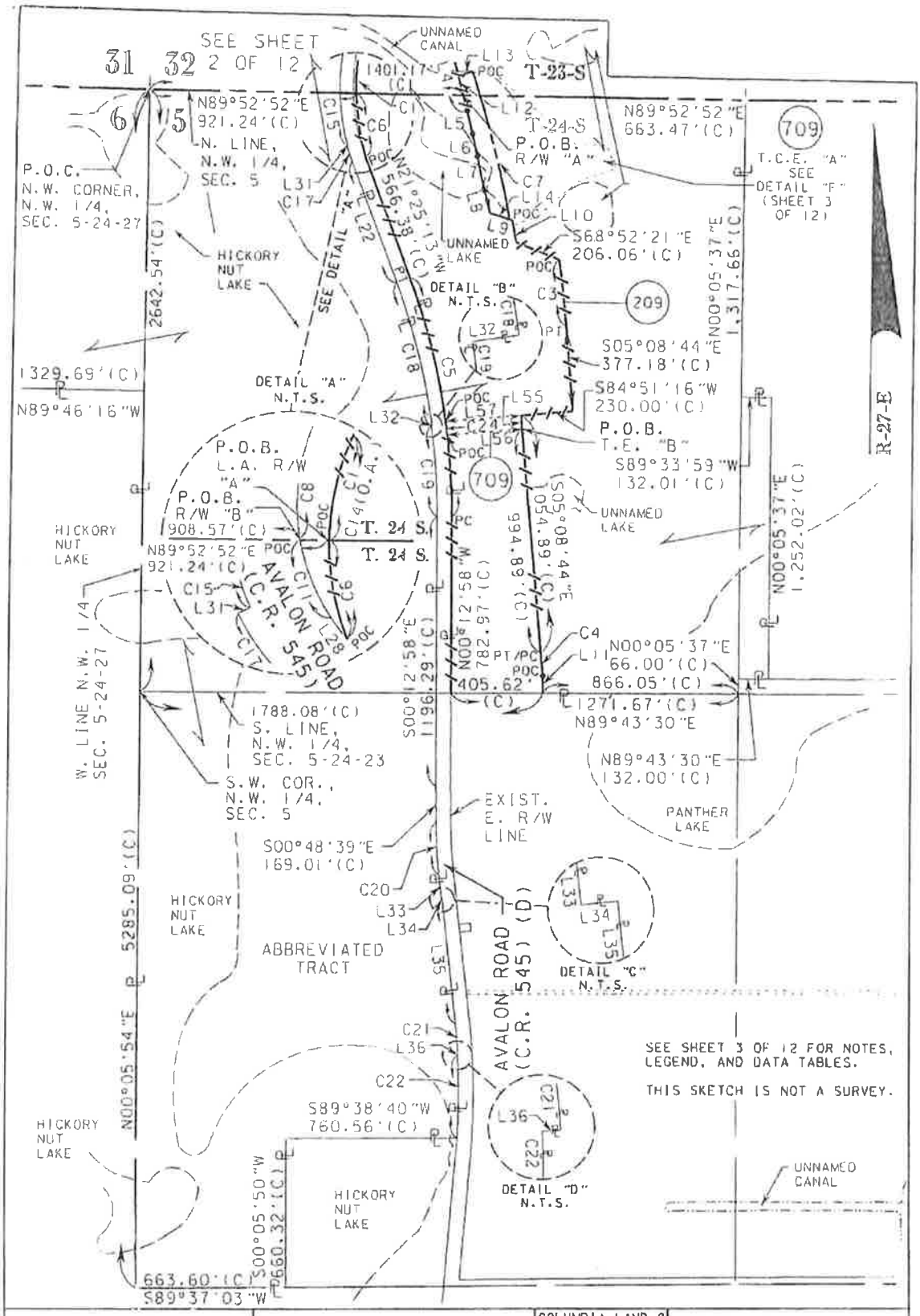
Date: 05/23/12
Scale: 1" = 200'
Job No.:
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet 2 of 2



RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA		PROJECT NO. 75320-6460-653
			Parcel No. 209/709

	DRMP PROJECT NO. 97-0073.002	SHEET 2 OF 12		DATE: 07/03/03
				SCALE: 1" = 500'
	REV. PARENT TRACT	WFR	9-03-03	CHECKED: AAS
REGISTERED LAND SURVEYOR NO. 5221	REV. R/W "D"	WFR	9-03-03	DRAWN: R. SMITH
	REVISION	BY	DATE	

SKETCH PREPARED BY
DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594



RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	COLUMBIA LAND & DEVELOPMENT CORPORATION	PROJECT NO. 75320-6460-653
			Parcel No. 209/709

DRMP PROJECT NO. 97-0073.002	SHEET 1 OF 12		DATE: 07/03/03	SKETCH PREPARED BY: DRMP
			SCALE: 1" = 500'	
REV. PARENT TRACT	WFR	9-03-03	CHECKED: AAS	
REV. R/W "D"	WFR	9-03-03		
REVISION	BY	DATE	DRAWN: R. SMITH	1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0594

REGISTERED LAND SURVEYOR NO. 5221

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

LEGEND:

(C) = CALCULATED
COR. = CORNER
C.R. = COUNTY ROAD
CI = CURVE NUMBER
(D) = DEED
DISTR. = DISTRIBUTION
DRMP = DYER, RIDDLE, MILLS & PRECOURT, INC.
ESMT. = EASEMENT
E. = EAST
EXIST. = EXISTING
F.P.C. = FLORIDA POWER CORPORATION
INC. = INCORPORATED
L.A. = LIMITED ACCESS
L = (ARC) LENGTH
LI = LINE NUMBER
NO. = NUMBER
N. = NORTH
N.T.S. = NOT TO SCALE
O.A. = OVERALL
O.R. = OFFICIAL RECORD (BOOK)
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
R/W = RIGHT OF WAY
SEC. = SECTION
S. = SOUTH
T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
W. = WEST
POC = POINT ON A CURVE
PT = POINT OF TANGENCY
T = TOWNSHIP
R = RANGE
PC = POINT OF CURVATURE
T.E. = TEMPORARY EASEMENT

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N09°09'09"E	145.00'(C)
L2	N13°23'34"W	13.04'(C)
L3	S15°01'18"E	176.85'(C)
L4	S15°01'18"E	330.61'(C)
L5	S14°19'32"E	102.78'(C)
L6	S13°04'26"E	102.69'(C)
L7	S11°49'19"E	102.61'(C)
L8	S14°21'18"E	153.89'(C)
L9	S72°07'25"E	106.45'(C)
L10	S10°20'08"E	99.67'(C)
L11	S00°49'43"E	77.35'(C)
L12	N15°01'18"W	85.61'(C)
L13	N70°57'10"E	65.70'(C)
L14	N72°07'25"W	92.75'(C)
L15	N89°43'37"E	347.17'(C)
L16	S09°09'08"W	651.95'(C)
L17	S09°09'08"W	305.75'(C)
L18	S25°22'52"E	38.77'(C)
L19	S31°29'22"E	445.41'(C)
L20	N89°43'37"E	716.81'(C)
L21	S09°09'08"W	824.79'(C)
L22	S21°25'13"E	570.35'(C)
L23	S89°43'37"W	464.10'(C)
L24	S31°29'22"E	58.46'(C)
L25	N89°43'37"E	116.93'(C)
L26	S61°23'39"W	97.00'(C)
L27	N31°29'22"W	506.01'(C)
L28	N21°25'13"W	3.97'(C)
L29	N09°09'08"E	725.14'(C)
L30	N15°01'18"W	68.15'(C)
L31	S73°21'19"W	3.00'(C)
L32	S81°42'12"W	3.00'(C)
L33	S06°23'32"E	107.76'(C)
L34	N83°36'28"E	4.00'(C)
L35	S06°23'32"E	555.09'(C)
L36	S86°27'43"W	3.00'(C)
L37	N15°01'18"W	30.31'(C)
L38	N15°01'18"W	30.31'(C)
L39	S88°03'44"E	157.25'(C)
L40	S50°10'03"E	486.59'(C)
L41	N90°00'00"E	139.60'(C)
L42	S21°34'16"E	113.10'(C)
L50	S70°07'14"W	180.51'(C)
L51	S48°43'27"W	234.32'(C)
L52	S68°14'11"W	113.61'(C)
L53	N10°20'08"W	21.02'(C)
L54	N72°07'25"W	13.70'(C)
L55	S05°08'44"E	60.00'(C)
L56	S84°51'16"W	333.16'(C)
L57	N84°51'16"E	336.07'(C)
L58	S85°26'23"E	140.67'(C)

CURVE DATA TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	11°17'23"(RT.)	223.49'(C)	1134.23'	N03°30'28"E
C2	08°23'15"(RT.)	692.96'(C)	4733.66'	S25°22'36"E
C3	03°22'35"(RT.)	293.09'(C)	4973.66'	S06°50'02"E
C4	01°03'04"(LT.)	102.17'(C)	5569.58'	S05°40'16"E
C5	21°12'15"(LT.)	1072.42'(C)	2897.79'	N10°49'05"W
C6	14°23'00"(RT.)	284.73'(C)	1134.23'	N09°19'44"W
C7	08°02'14"(RT.)	671.03'(C)	4783.66'	S15°01'43"E
C8	11°24'20"(RT.)	168.90'(C)	848.47'	N03°26'58"E
C9	00°03'29"(RT.)	4.79'(C)	4733.66'	S29°35'58"E
C10	01°09'06"(RT.)	89.11'(C)	4433.66'	S28°01'48"E
C11	19°10'01"(RT.)	283.84'(C)	848.47'	N11°50'12"W
C12	01°25'14"(RT.)	110.01'(C)	4436.66'	S30°46'45"E
C13	02°53'01"(LT.)	218.26'(C)	4336.66'	N30°02'52"W
C14	25°40'22"(RT.)	508.22'(C)	1134.23'	N03°41'02"W
C15	25°47'49"(LT.)	409.03'(C)	908.47'	S03°44'46"E
C16	02°43'09"(RT.)	210.42'(C)	4433.66'	S27°14'47"E
C17	04°46'32"(LT.)	75.97'(C)	911.47'	S19°01'57"E
C18	13°07'25"(RT.)	649.31'(C)	2834.79'	S14°51'30"E
C19	07°49'00"(RT.)	399.35'(C)	2927.27'	S04°15'23"E
C20	05°34'53"(LT.)	266.47'(C)	2324.83'	S03°36'05"E
C21	02°48'05"(RT.)	143.48'(C)	2934.57'	S04°39'15"E
C22	07°13'53"(RT.)	369.99'(C)	2931.57'	S00°03'01"W
C23	01°34'04"(RT.)	121.31'(C)	4433.66'	N26°40'14"W
C24	01°11'16"(LT.)	60.07'(C)	2897.79'	N07°55'41"W
C25	00°57'49"(RT.)	74.57'(C)	4433.66'	S29°05'16"E

SHEET 4 OF 12

SEE SHEETS 1 AND 2 FOR SKETCH.

PARCEL No. 209

SKETCH PREPARED BY

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 209

RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 23 South, Range 27 East, and a portion of the Northwest 1/4 of the Northwest 1/4 of Section 5, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 32; thence run along the South line of said Section 32, N.89°52'52"E. a distance of 908.57 feet for a POINT OF BEGINNING, said point being a point on the existing East right of way of Avalon Road (C.R. 545) (as now established), said point also being a point on a curve concave Easterly having a radius 848.47 feet and a central angle of 11° 24'20"; thence departing said section line, run along said right of way line from a chord bearing of N.03°26'58"E., run Northeasterly along the arc of said curve a distance of 168.90 feet to the point of tangency; thence continue along said right of way line N.09°09'08"E. a distance of 725.14 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 4,733.66 feet and a central angle of 00°03'29"; thence departing said right of way line from a chord bearing of S.29°35'58"E., run Southeasterly along the arc of said curve a distance of 4.79 feet to a point on said curve; thence run S.09°09'08"W. a distance of 507.94 feet; thence run S.13°23'34"E. 13.04 feet; thence run S.09°09'09"W. 145.00 feet to a point of curvature of a curve concave Southeasterly, having a radius of 1,134.23 feet and a central angle of 25°40'22"; thence run Southeasterly along the arc of said curve a distance of 508.22 feet to a point on said curve, lying on the aforementioned existing East right of way line of Avalon Road (C.R. 545); thence run along said right of way line N.21° 25'13"W. a distance of 3.97 feet to a point of curvature of a curve concave Northeasterly, having a radius of 848.47 feet and a central angle of 19° 10'01"; thence run Northeasterly along said right of way line and the arc of said curve a distance of 283.84 feet to the POINT OF BEGINNING.

Containing 7,776 square feet, more or less.

July 3, 2003

SHEET 8 OF 12

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 209

RIGHT OF WAY "C"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 32; thence run along the West line of said Southwest 1/4 of Section 32, N.00°10'40"E. a distance of 1,290.96 feet to a point on the existing South right of way line of Old Y.M.C.A. Road (as now established); thence departing said West line of Section 32, run along said South right of way line N.89°43'37"E. a distance of 318.50 feet for a POINT OF BEGINNING; thence continue along said South right of way line N.89°43'37"E. a distance of 716.81 feet to an intersection with the existing West right of way line of Avalon Road (C.R. 545) (as now established); thence departing said South right of way line of Old Y.M.C.A. Road, run along said West right of way line of Avalon Road S.09°09'08"W. a distance of 824.79 feet to a point on a non-tangent curve to the left, concave Southwesterly, having a radius of 4,433.66 feet and a central angle of 01°34'04"; thence departing said West right of way line, from a chord bearing of N.26°40'14"W, run Northwesterly along the arc of said curve a distance of 121.31 feet to a point on said curve; thence departing said curve, run N.09°09'08"E. a distance of 651.95 feet; thence run N.85°26'23"W. a distance of 140.67 feet; thence run S.89°43'37"W. a distance of 464.10 feet; thence run N.31°29'22"W. a distance of 58.46 feet to a point on said existing South right of way line of Old Y.M.C.A. Road and the POINT OF BEGINNING.

Containing 1.991 acres, more or less.

July 3, 2003

SHEET 9 OF 12

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 209

RIGHT OF WAY "D"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

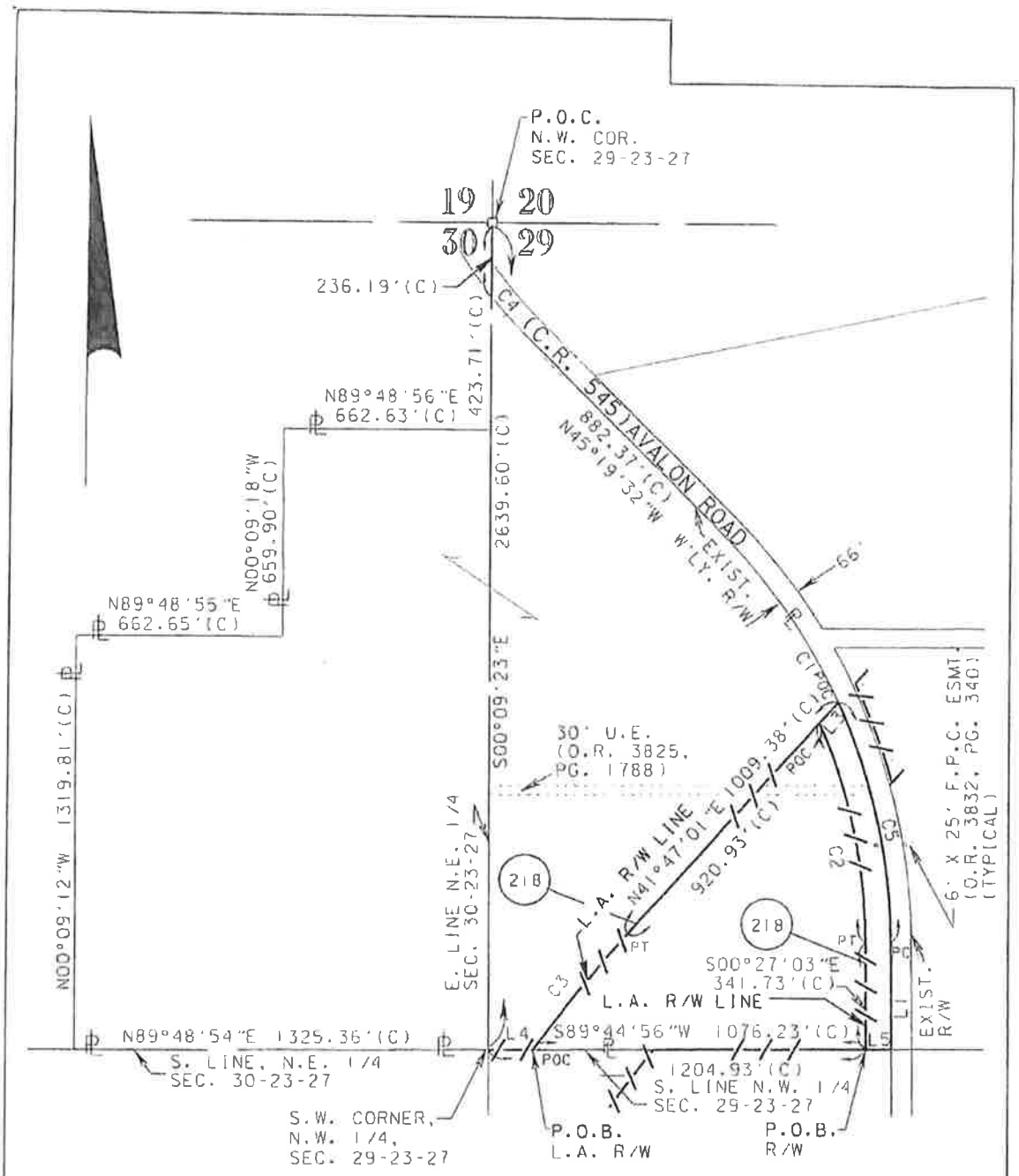
A portion of the Southwest 1/4 of Section 32, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 32; thence run along the West line of said Section 32, N.00°10'40"E. a distance of 1,290.96 feet to a point on the existing South right of way line of Old Y.M.C.A. Road (as now established); thence departing said West line of Section 32, run along said South right of way line N.89°43'37"E. a distance of 318.50 feet; thence departing said South right of way line, run S.31°29'22"E. a distance of 58.46 feet for a POINT OF BEGINNING; thence run N.89°43'37"E. a distance of 116.93 feet; thence run S.31°29'22"E. a distance of 445.41 feet to the point of curvature of a curve, concave Southwesterly, having a radius of 4,436.66 feet and a central angle of 01°25'14"; thence run Southeasterly along the arc of said curve a distance of 110.01 feet to a point on said curve; thence run S.25°22'52"E. a distance of 38.77 feet to a point on a non- tangent curve, concave Southwesterly, having a radius 4,433.66 feet and a central angle of 00°57'49"; thence from a chord bearing of S.29°05'16"E., run Southeasterly along the arc of said curve a distance of 74.57 feet to the end of said curve; thence run S.61°23'39"W. a distance of 97.00 feet to a point on a non- tangent curve, concave Southwesterly, having a radius 4,336.66 feet and a central angle of 02°53'01"; thence from a chord bearing of N.30°02'52"W., run Northwesterly along the arc of said curve a distance of 218.26 feet to the point of tangency; thence run N.31°29'22"W. a distance of 506.01 feet to the POINT OF BEGINNING.

Containing 1.592 acres, more or less.

July 3, 2003

SHEET 10 OF 12



SEE SHEET 2 OF 4 FOR NOTES, LEGEND, LINE TABLE AND CURVE TABLE.

THIS IS NOT A SURVEY.

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	CATHERINE E. ROSS GROVES, INC	PROJECT NO. 75320-6460-653
			PARCEL NO. 218

	DRMP PROJECT NO. 97-0073.002	SHEET 1 OF 4	DATE: 06/26/03	SKETCH PREPARED BY: DRMP
			SCALE: 1" = 400'	
			CHECKED: AAS	1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0594
REGISTERED LAND SURVEYOR NO. 5221	REVISION	BY DATE	DRAWN: R. SMITH	

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

CURVE DATA TABLE				
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	20°15'38"(LT.)	663.68'(C)	1876.86'	N35°12'52"W
C2	23°31'29"(RT.)	737.35'(C)	1795.86'	S12°12'47"E
C3	05°22'20"(RT.)	483.81'(C)	5160.00'	N39°05'51"E
C4	06°05'02"(RT.)	155.60'(C)	1465.39'	S42°17'01"E
C5	24°38'00"(LT.)	806.92'(C)	1876.86'	N12°46'03"W

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N00°27'03"W	342.01'(C)
L2	S41°47'00"W	6.83'(C)
L3	S41°47'00"W	88.45'(C)
L4	N89°44'56"E	128.70'(C)
L5	N89°44'56"E	81.00'(C)

LEGEND:

(C) - CALCULATED
COR. - CORNER
C.R. - COUNTY ROAD
R/W - RIGHT OF WAY
O.R. - OFFICIAL RECORD
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
PG. - PAGE
SEC. - SECTION
L.A. - LIMITED ACCESS
D.B. - DEED BOOK
℄ - PROPERTY LINE
F.P.C. - FLORIDA POWER CORPORATION
ESMT. - EASEMENT
Δ - DELTA
R - RADIUS
L - ARC LENGTH
C.B. - CHORD BEARING
U.E. - UTILITY EASEMENT
POC - POINT ON A CURVE
PC - POINT OF CURVATURE
PT - POINT OF TANGENCY
PCC - POINT OF COMPOUND CURVATURE
W'LY. - WESTERLY
DRMP - DYER, RIDDLE, MILLS & PRECOURT, INC.
No. - NUMBER
EXIST. - EXISTING

PARCEL NO. 218

SKETCH PREPARED BY

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

SEE SHEET 1 OF 4 FOR SKETCH.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 218

RIGHT OF WAY
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

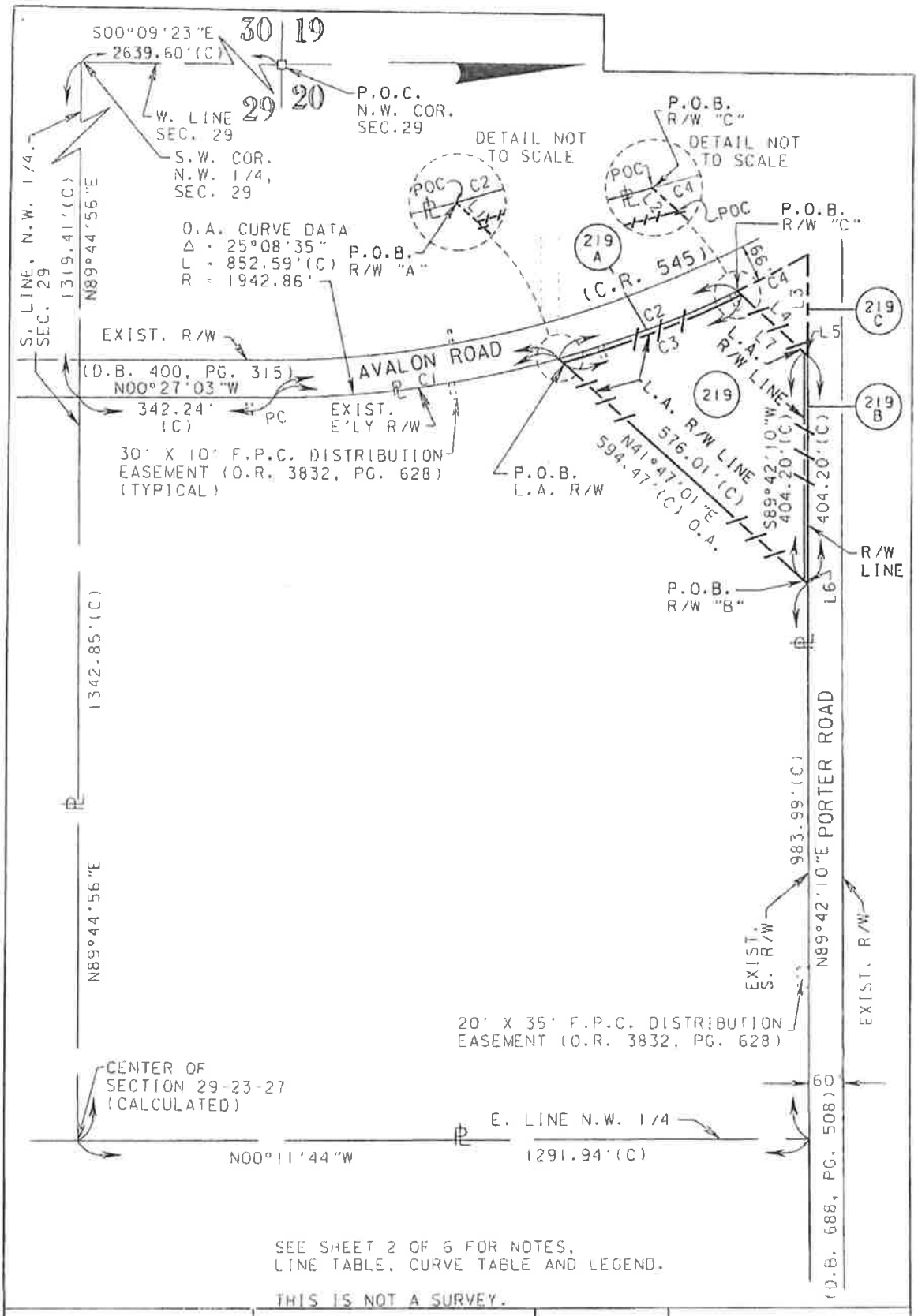
A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. 2639.60 feet to the Southwest corner of said Northwest 1/4 of Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1204.93 feet for a POINT OF BEGINNING; thence continue N.89°44'56"E. 81.00 feet to a point on the existing Westerly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said Westerly right of way line 342.01 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1876.86 feet and a central angle of 24°38'00"; thence run Northwesterly along the arc of said curve a distance of 806.92 feet to a point on said curve; thence departing said curve and said Westerly right of way line, run S.41°47'00"W. 88.45 feet to a point on a curve concave Southwesterly having a radius of 1795.86 feet and a central angle of 23°31'29"; thence from a chord bearing of S.12°12'47"E., run Southeasterly along the arc of said curve a distance of 737.35 feet to the point of tangency; thence run S.00°27'03"E. 341.73 feet to the POINT OF BEGINNING.

Containing 2.072 acres, more or less.

June 26, 2003

SHEET 4 OF 4



SEE SHEET 2 OF 6 FOR NOTES, LINE TABLE, CURVE TABLE AND LEGEND.

THIS IS NOT A SURVEY.

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	QUADRANGLE INVESTMENT CO.	PROJECT NO. 75320-6460-653 PARCEL NO. 219

	DRMP PROJECT NO. 97-0073-002	SHEET 1 OF 6		DATE: 06/26/03	SKETCH PREPARED BY
				SCALE: 1" = 200'	DRMP
				CHECKED: AAS	1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0594
REGISTERED LAND SURVEYOR NO. 5221	REVISION	BY	DATE	DRAWN: R. SMITH	

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY.

CURVE DATA

	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	15°08'43"(LT.)	513.57'(C)	1942.86'	N08°01'25"W
C2	09°59'52"(LT.)	339.02'(C)	1942.86'	N20°35'42"W
C3	09°56'26"(RT.)	338.60'(C)	1951.61'	S20°43'51"E
C4	04°06'24"(LT.)	139.25'(C)	1942.86'	N27°38'50"W

LINE DATA

	BEARING	DISTANCE
L1	N41°47'01"E	10.38'(C)
L2	N41°47'01"E	9.48'(C)
L3	N89°42'10"E	175.62'(C)
L4	S41°47'01"W	166.61'(C)
L5	N41°47'01"E	8.08'(C)
L6	S41°47'01"W	8.08'(C)
L7	S41°47'01"W	149.05'(C)

LEGEND:

(C) - CALCULATED
COR. - CORNER
R/W - RIGHT OF WAY
O.R. - OFFICIAL RECORD (BOOK)
PG. - PAGE
SEC. - SECTION
L.A. - LIMITED ACCESS
D.B. - DEED BOOK
℄ - PROPERTY LINE
F.P.C. - FLORIDA POWER CORPORATION
ESMT. - EASEMENT
Δ - DELTA
R - RADIUS
L - ARC LENGTH
C.B. - CHORD BEARING
O.A. - OVERALL
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
E'LY. - EASTERLY
(D) - DEED
PC - POINT OF CURVATURE

PARCEL NO. 219

SKETCH PREPARED BY

DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 219

RIGHT OF WAY "C"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. along the West line of said Section 29 a distance of 2639.60 feet to the Southwest corner of the Northwest 1/4 of said Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1319.41 feet to a point on the existing Easterly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said existing Easterly right of way line 342.24 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 25°08'35"; thence run along the arc of said curve and said existing Easterly right of way line a distance of 852.59 feet for a POINT OF BEGINNING, said point also being a point on said curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 04°06'24"; thence from a chord bearing of N.27°38'50"W., run Northwesterly along the arc of said curve a distance of 139.25 feet to a point on said curve, also being a point on the existing South right of way line of Porter Road; thence departing said existing Easterly right of way line, run N.89°42'10"E. along said South right of way line 175.62 feet; thence departing said South right of way line, run S.41°47'01"W. 166.61 feet to the POINT OF BEGINNING.

Containing 10,742 square feet, more or less.

June 26, 2003

SHEET 6 OF 6

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 219

RIGHT OF WAY "A"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. along the West line of said Section 29 a distance of 2639.60 feet to the Southwest corner of the Northwest 1/4 of said Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1319.41 feet to a point on the existing Easterly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said existing Easterly right of way line 342.24 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 15°08'43"; thence run along the arc of said curve and said existing Easterly right of way line a distance of 513.57 feet for a POINT OF BEGINNING, said point also being a point on said curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 09°59'52"; thence from a chord bearing of N.20°35'42"W., run Northwesterly along the arc of said curve a distance of 339.02 feet to a point on said curve; thence departing said existing Easterly right of way line and said curve, run N.41°47'01"E. 9.48 feet to a point on a curve concave Southwesterly, having a radius of 1951.61 feet and a central angle of 09° 56'26"; thence from a chord bearing of S.20°43'51"E., run Southeasterly along the arc of said curve a distance of 338.60 feet to a point on said curve; thence departing said curve, run S. 41°47'01" W. 10.38 feet to the POINT OF BEGINNING.

Containing 2,965 square feet, more or less.

June 26, 2003

SHEET 4 OF 6

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 219

RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 29, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, Township 23 South, Range 27 East; thence run S.00°09'23"E. along the West line of said Section 29 a distance of 2639.60 feet to the Southwest corner of the Northwest 1/4 of said Section 29; thence run N.89°44'56"E. along the South line of said Northwest 1/4 of Section 29 a distance of 1319.41 feet to a point on the existing Easterly right of way line of Avalon Road (County Road 545); thence departing said South line of the Northwest 1/4 of Section 29, run N.00°27'03"W. along said existing Easterly right of way line 342.24 feet to the point of curvature of a curve concave Southwesterly, having a radius of 1942.86 feet and a central angle of 15°08'43"; thence run along the arc of said curve and said existing Easterly right of way line a distance of 513.57 feet to a point on said curve; thence departing said existing Easterly right of way line and said curve, run N.41°47'01"E. 586.39 feet for a POINT OF BEGINNING; thence run S.89°42'10"W. 404.20 feet; thence run N.41°47'01"E. 8.08 feet to a point on the existing South right of way line of Porter Road; thence run N.89°42'10"E. along said existing South right of way line 404.20 feet; thence departing said South right of way line, run S.41°47'01"W. 8.08 feet to the POINT OF BEGINNING;

Containing 2,425 square feet, more or less.

June 26, 2003

SHEET 5 OF 6

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT 653 PARCEL 220
PORTER ROAD-ORANGE COUNTY

ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A portion of the North 1/2 of Section 29, Township 23 South Range 27 East, Orange County, Florida being more particularly described as follows:

Commence at a 1 inch Iron Pipe at the Northeast corner of said Section 29; Township 23 South Range 27 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right-of-Way Map Project Number 75320-6460-653, dated 10/01/02; thence run S00°12'24"E along the East line of the Northeast 1/4 of said Section 29 a distance of 1294.62 feet to an intersection with the North line of the 60-foot right of way for Porter Road as shown on said Right-of-Way Map; thence departing said East line of the Northeast 1/4, run S89°41'28"W along said North line for 2652.79 feet to a point on the East line of the Northwest 1/4 said Section 29; thence continue S89°42'10"W along said North line for 929.92 feet to a point on the Easterly right of way line of State Road 429 as shown on said Right-of-Way Map, said point being the POINT OF BEGINNING; thence continue S89°42'10"W along said North line of the 60-foot right of way for Porter Road for 404.20 feet to a point on the Westerly line of the State Road 429 right of way as shown on said Right-of-Way Map; thence departing said North right of way line, run N41°47'01"E along said Westerly line for 72.35 feet; thence departing said Westerly line, run N89°42'10"E for 404.20 feet to a point on the aforesaid Easterly right of way line of State Road 429; thence S41°47'01"W along said Easterly line for 72.35 feet to the POINT OF BEGINNING.

Containing 0.500 acres, more or less.

Reserving 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 along the following described line:

Commence at a 1 inch Iron Pipe at the Northeast corner of said Section 29; Township 23 South Range 27 East, Orange County, Florida as shown on the Orlando-Orange County Expressway Authority Right-of-Way Map Project Number 75320-6460-653, dated 10/01/02; thence run S00°12'24"E along the East line of the Northeast 1/4 of said Section 29 a distance of 1294.62 feet to an intersection with the North line of the 60-foot right of way for Porter Road as shown on said Right-of-Way Map; thence departing said East line of the Northeast 1/4, run S89°41'28"W along said North line for 2652.79 feet to a point on the East line of the Northwest 1/4 said Section 29; thence continue S89°42'10"W along said North line for 929.92 feet to a point on the Easterly right of way line of State Road 429 as shown on said Right-of-Way Map; thence departing said North right of way line, run N41°47'01"E for 72.35 feet along said Easterly right of way line to the POINT OF BEGINNING; thence run S 89°42'10"W for 404.20 feet to a point on the Westerly right of way line of said Sate Road 429, said point being the POINT OF TERMINATION.

THIS IS NOT A SURVEY

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

J. Vance Corder, 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

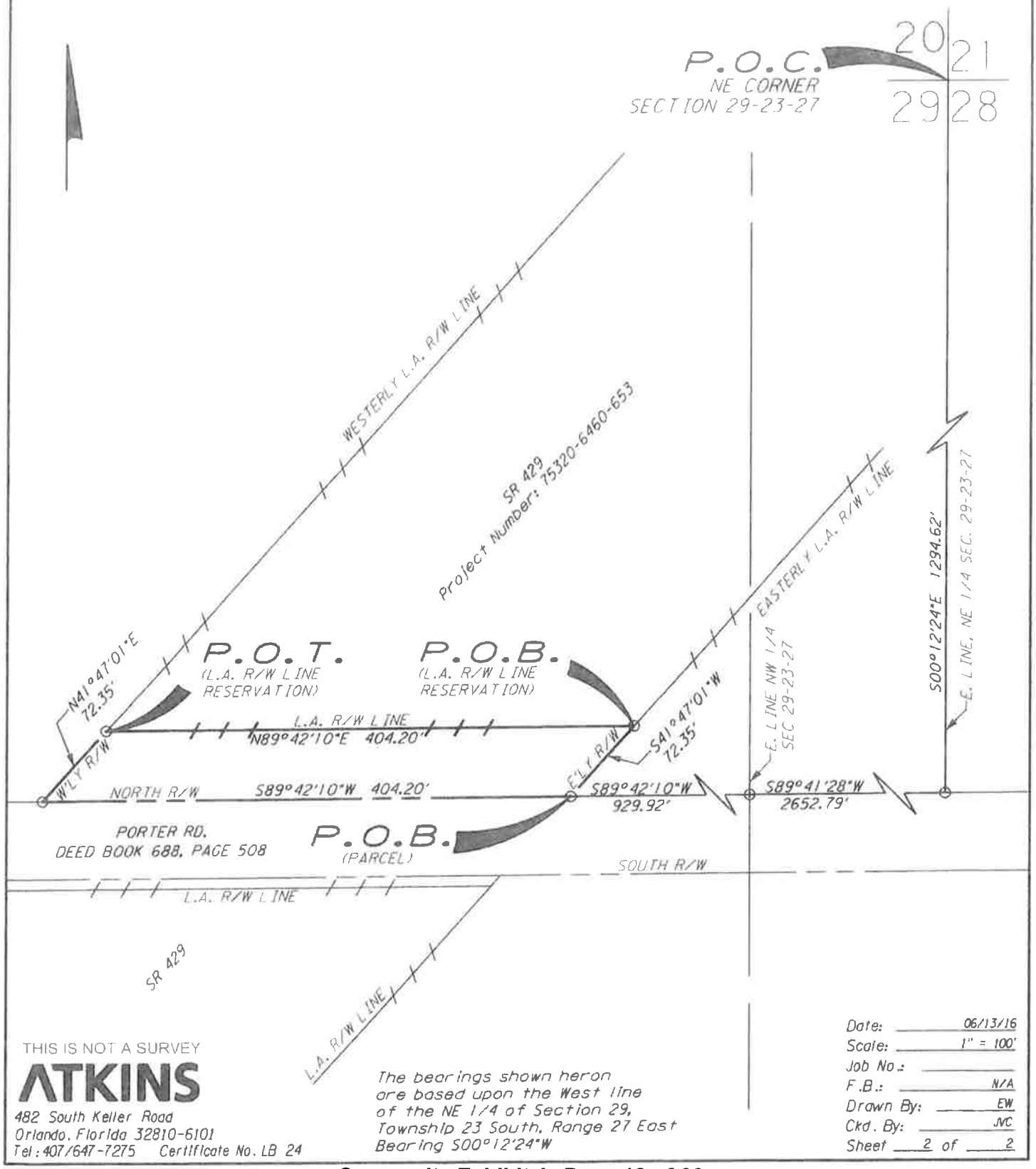
Date: 06/13/16
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: EW
Ckd. By: JVC
Sheet 1 of 2

...\429 Easements SR 605-26 SR 429 Porter Road ...\605\SK 429 Porter Rd S00.dgn 13-JUN-2016 13:20

SKETCH OF DESCRIPTION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT 653 PARCEL 220
PORTER ROAD-ORANGE COUNTY

ESTATE: FEE SIMPLE



THIS IS NOT A SURVEY

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

The bearings shown heron are based upon the West line of the NE 1/4 of Section 29, Township 23 South, Range 27 East Bearing S00°12'24"W

Date: 06/13/16
Scale: 1" = 100'
Job No.:
F.B.: N/A
Drawn By: EW
Ckd. By: JVC
Sheet 2 of 2

13-JUN-2016 13:21 SR429 Easments\160526-SR 429 Porter Road Int\DGN\SR 429 Porter Rd SOD.dgn

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 223 (PARTIAL)

Legal Description

A parcel of land lying in the north 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1355.54 feet to a point on the south line of the existing right-of-way for McKinney Road as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02, said point being the POINT OF BEGINNING; thence N89°43'18"E along said south line for 75.00 feet; thence S00°06'56"E for 31.71 feet; thence S89°42'32"W for 75.00 feet to a point on said west line of the northeast 1/4; thence continue S89°42'32"W for 55.78 feet; thence S86°17'42"W for 127.61 feet; thence S00°17'28"E for 26.40 feet; thence S89°42'32"W for 165.62 feet to the point of intersection of the west limited access right-of-way of State Road 429 and the south right-of-way of McKinney Road (now known as New Independence Parkway) as shown on said OOCEA right-of-way map; thence along said south right-of-way of McKinney Road for the following seven (7) courses: continue S89°42'32"W for 191.23 feet to a point on a non-tangent curve concave to the southeast; thence southwest along the arc of said curve, having a radius of 1123.25 feet and a chord bearing of S87°46'52"W, through a central angle of 07°05'10", for 138.92 feet to a point hereafter known as Point "A"; thence continue along said curve, having a radius of 1123.25 feet and a chord bearing of S66°00'40"W, through a central angle of 36°27'14", for 714.66 feet; thence S46°12'28"W for 387.26 feet; thence S37°40'37"W for 101.12 feet to a point on a non-tangent curve concave to the northwest; thence southwest along the arc of said curve, having a radius of 1291.23 feet and a chord bearing of S68°06'14"W, through a central angle of 43°47'32", for 986.91 feet to the point of tangency; thence S90°00'00"W for 88.71 feet to a point on the east right-of-way of Avalon Road, said point being a point on a non-tangent curve concave to the west; thence north along the arc of said curve, having a radius of 1433.00 feet and a chord bearing of N05°28'06"E, through a central angle of 06°49'56", for 170.88 feet to a point on the north right-of-way of said McKinney Road (now known as New Independence Parkway); thence along said north right-of-way for the following six (6) courses: run N90°00'00"E for 72.43 feet to the point of curvature of a curve concave to the northwest; thence northeast along the arc of said curve, having a radius of 1121.23 feet, through a central angle of 43°47'32", for 856.97 feet; thence N57°31'03"E for 101.98 feet; thence N46°12'28"E for 387.26 feet to a point on a non-tangent curve concave to the southeast; thence northeast along the arc of said curve, having a radius of 1286.09 feet and a chord bearing of N49°05'26"E, through a central angle of 07°27'23", for 167.37 feet; thence N37°10'52"W for 183.84 feet to a point on the aforesaid south line of the existing right-of-way of McKinney Road; thence N89°45'03"E along said south line for 1398.62 feet to the POINT OF BEGINNING.

Containing 9.194 acres, more or less.

(CONTINUE ON SHEET 2)

JACK VANCE CARPER
CERTIFICATE
NO. 3598
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

THIS IS NOT A SURVEY

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

6/14/12

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

Date: 05/23/12
Scale: N/A
Job No.: 100027756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 1 of 3

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 223 (PARTIAL)

(CONTINUED FROM SHEET 1)

Reserving 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 along the following described line:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1355.54 feet to a point on the south line of the existing right-of-way of aforesaid McKinney Road, said point being the POINT OF BEGINNING; thence N89°43'18"E along said south line for 75.00 feet; thence S00°06'56"E for 31.71 feet; thence S89°42'32"W for 75.00 feet to a point on said west line of the northeast 1/4; thence continue S89°42'32"W for 55.78 feet; thence S86°17'42"W for 127.61 feet; thence S00°17'28"E for 26.40 feet; thence S89°42'32"W for 165.62 feet to the point of intersection of the west limited access right-of-way of State Road 429 and the south right-of-way of McKinney Road (now known as New Independence Parkway) as shown on said OOCEA right-of-way map; thence continue S89°42'32"W along said south right-of-way of McKinney Road for 191.23 feet to a point on a non-tangent curve concave to the southeast; thence southwest along said south right-of-way of McKinney Road and the arc of said curve, having a radius of 1123.25 feet and a chord bearing of S87°46'52"W, through a central angle of 07°05'10", for 138.92 feet to aforesaid Point "A", said point being the POINT OF TERMINATION.

THIS IS NOT A SURVEY

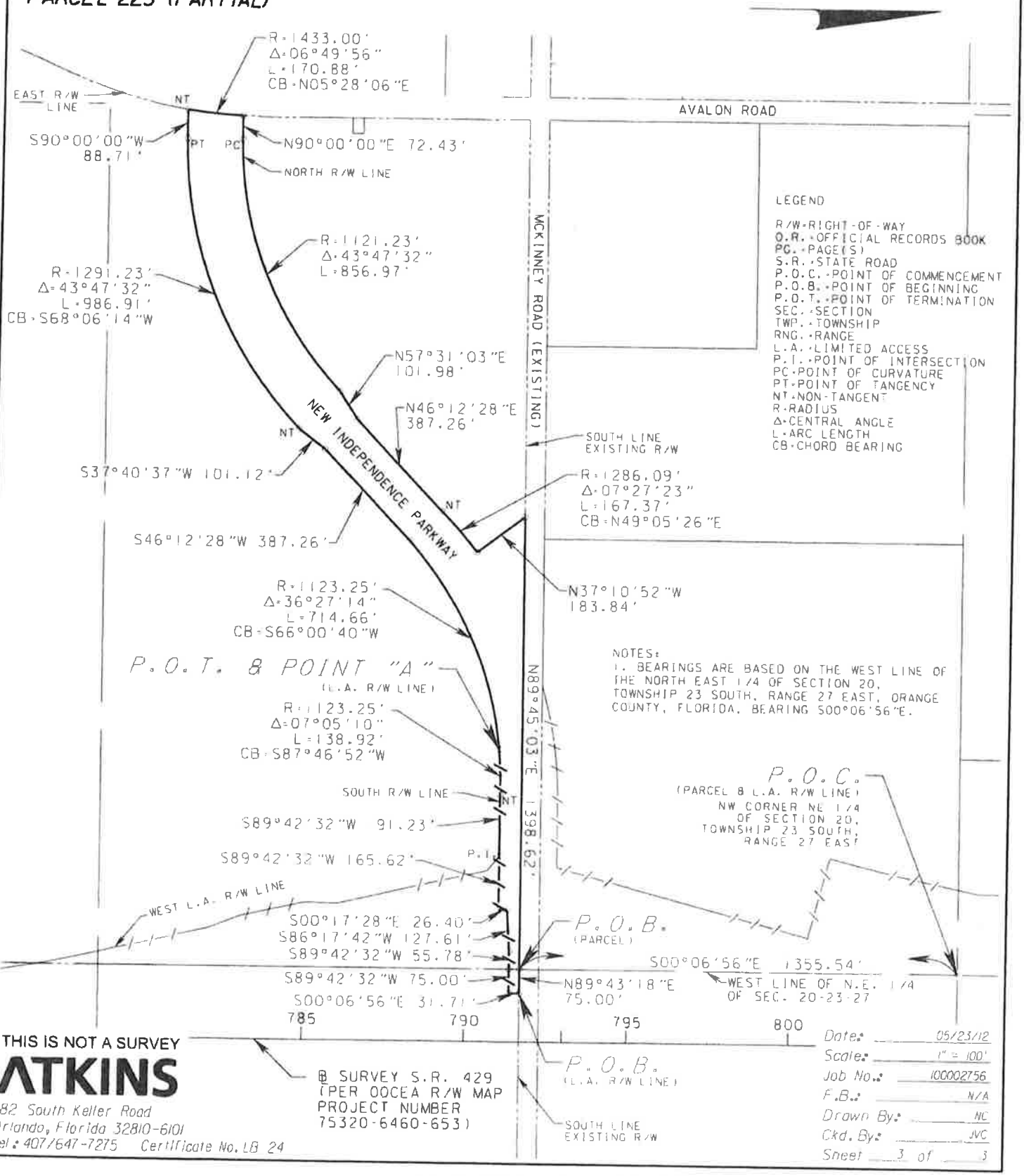
ATKINS
482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/647-7275 Certificate No. LB 24

Date: 05/23/12
Scale: N/A
Job No.: 100002756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 2 of 3

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 223 (PARTIAL)



LEGEND

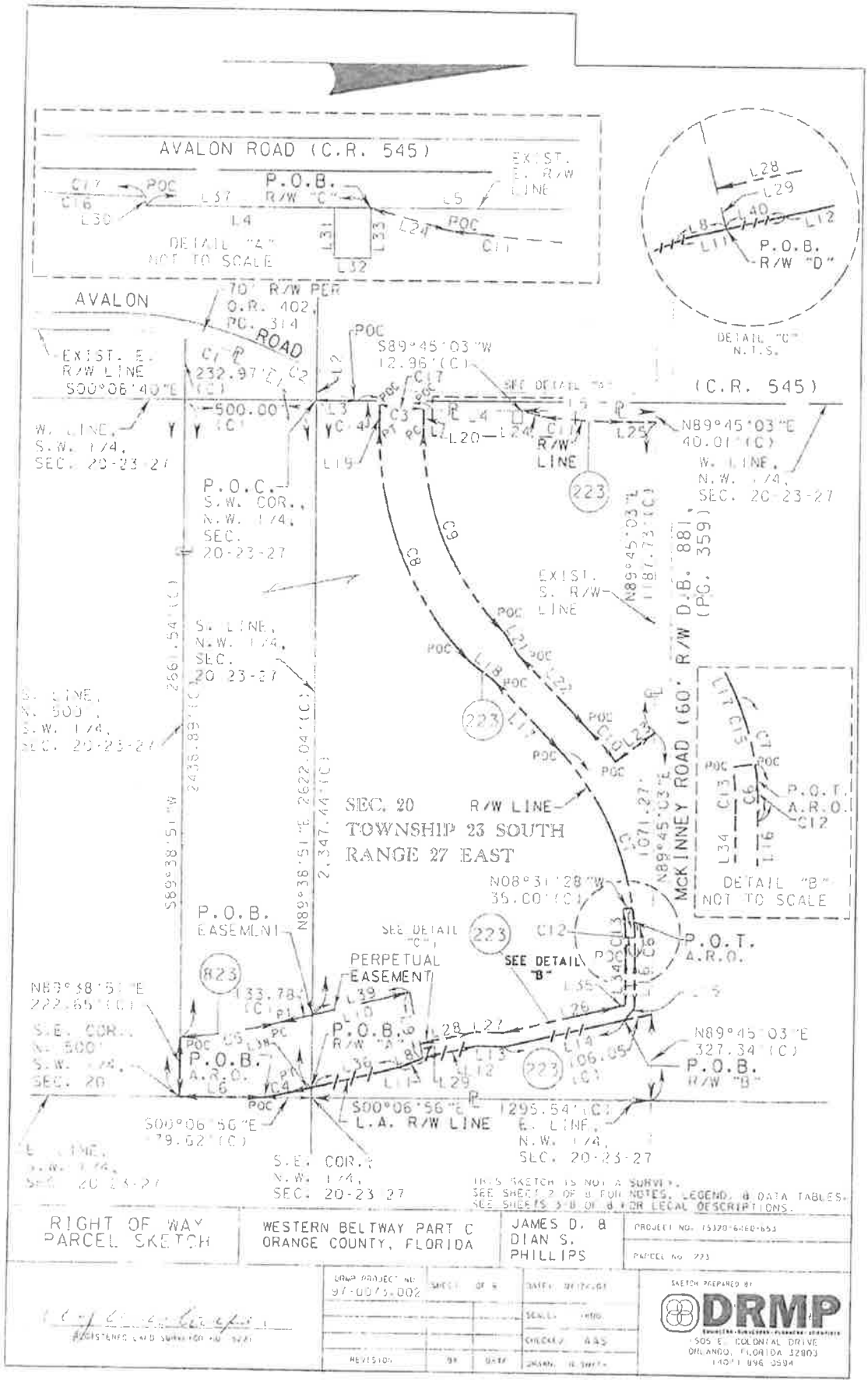
R/W=RIGHT-OF-WAY
O.R.=OFFICIAL RECORDS BOOK
PG.=PAGE(S)
S.R.=STATE ROAD
P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING
P.O.T.=POINT OF TERMINATION
SEC.=SECTION
TWP.=TOWNSHIP
RNG.=RANGE
L.A.=LIMITED ACCESS
P.I.=POINT OF INTERSECTION
PC=POINT OF CURVATURE
PT=POINT OF TANGENCY
NT=NON-TANGENT
R=RADIUS
Δ=CENTRAL ANGLE
L=ARC LENGTH
CB=CHORD BEARING

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 S00°06'56"E.

THIS IS NOT A SURVEY

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

Date: 05/23/12
Scale: 1" = 100'
Job No.: 100002756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 3 of 3


AVALON ROAD (C.R. 545)
P.O.B. R/W "C"
EXIST. E. R/W LINE
DETAIL "A" NOT TO SCALE
AVALON ROAD
70' R/W PER O.R. 402, PG. 314
EXIST. E. R/W LINE
S00°06'40"E
W. LINE, S.W. 1/4, SEC. 20-23-27
P.O.C. S.W. COR., N.W. 1/4, SEC. 20-23-27
S. LINE, N.W. 1/4, SEC. 20-23-27
S. LINE, N. 500', S.W. 1/4, SEC. 20-23-27
S89°38'51"W 2435.89'(C)
N89°38'51"E 2622.04'(C)
2,347.44'(C)
261.54'(C)
500.00' (C)
232.97'(C)
S89°45'03"W 12.96'(C)
N89°45'03"E 40.01'(C)
W. LINE, N.W. 1/4, SEC. 20-23-27
(C.R. 545)
R/W LINE
EXIST. S. R/W LINE
N89°45'03"E 1187.73'(C)
MCKINNEY ROAD (60' R/W D.B. 881, (PG. 359)
SEC. 20 TOWNSHIP 23 SOUTH RANGE 27 EAST
R/W LINE
N08°31'28"W 35.00'(C)
P.O.T. A.R.O.
DETAIL "B" NOT TO SCALE
P.O.B. EASEMENT
PERPETUAL EASEMENT
N89°38'51"E 222.65'(C)
133.78'(C)
S.E. COR., N. 500', S.W. 1/4, SEC. 20
P.O.B. A.R.O.
P.O.B. R/W "A"
S00°06'56"E 1295.54'(C)
L.A. R/W LINE
E. LINE, N.W. 1/4, SEC. 20-23-27
S00°06'56"E 29.62'(C)
S.E. COR., N.W. 1/4, SEC. 20-23-27
N89°45'03"E 327.34'(C)
P.O.B. R/W "B"
DETAIL "C" N.T.S.
P.O.B. R/W "D"
THIS SKETCH IS NOT A SURVEY.
SEE SHEET 2 OF 8 FOR NOTES, LEGEND, & DATA TABLES.
SEE SHEETS 5 & 6 OF 8 FOR LEGAL DESCRIPTIONS.
RIGHT OF WAY PARCEL SKETCH
WESTERN BELTWAY PART C
ORANGE COUNTY, FLORIDA
JAMES D. & DIAN S. PHILLIPS
PROJECT NO. 15320-6460-653
PARCEL NO. 223
DRMP PROJECT NO. 97-007.002
SKETCH PREPARED BY
DRMP
505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896 0594

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293

2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.

3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.

5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C)	CALCULATED
C.B.	CHORD BEARING
COR.	CORNER
C.R.	COUNTY ROAD
°	DEGREE
Δ	DELTA
E.	EAST
ESMT.	EASEMENT
EXIST.	EXISTING
F.P.C.	FLORIDA POWER CORPORATION
L.A.	LIMITED ACCESS
'	MINUTE/FEET
N.	NORTH
N.T.S.	NOT TO SCALE
PG.	PAGE
O.R.	OFFICIAL RECORD
P.O.B.	POINT OF BEGINNING
P.	PROPERTY LINE
R	RADIUS
R/W	RIGHT OF WAY
"	SECOND
SEC.	SECTION
S.	SOUTH
W.	WEST
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
POC	POINT ON CURVE
A.R.O.	ACCESS RIGHTS ONLY
P.O.T.	POINT OF TERMINATION
O.A.	OVERALL

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N25°38'50"E	40.49'(C)
L2	N89°38'51"E	45.97'(C)
L3	N00°05'51"W	163.20'(C)
L4	N00°05'51"W	282.90'(C)
L5	N00°05'51"W	5.37'(C)
L6	N00°06'56"W	320.38'(C)
L7	N13°01'24"W	340.63'(C)
L8	N22°06'59"W	92.27'(C)
L9	N78°20'16"E	257.42'(C)
L10	S13°37'21"E	519.42'(C)
L11	N22°06'59"W	101.27'(C)
L12	N13°01'34"W	200.00'(C)
L13	N01°00'37"E	103.00'(C)
L14	N13°01'34"W	47.78'(C)
L15	N50°27'21"W	58.49'(C)
L16	S89°42'32"W	19.23'(C)
L17	S46°12'28"W	387.26'(C)
L18	S37°40'37"W	101.12'(C)
L19	N90°00'00"W	88.71'(C)
L20	S30°00'00"E	72.43'(C)
L21	N57°31'03"E	101.98'(C)
L22	N46°12'28"E	387.26'(C)
L23	N37°10'52"W	183.84'(C)
L24	S15°33'51"W	78.45'(C)
L25	S00°05'45"E	124.66'(C)
L26	N13°01'34"W	446.38'(C)
L27	N01°00'37"E	103.27'(C)
L28	N13°24'58"W	314.17'(C)
L29	S78°20'16"W	55.03'(C)
L30	N89°54'15"E	2.01'(C)
L31	N89°45'03"E	48.00'(C)
L32	N00°05'51"W	35.00'(C)
L33	S89°45'03"W	48.00'(C)
L34	S89°42'32"W	179.21'(C)
L35	N13°01'34"W	33.59'(C)
L36	N13°01'34"W	348.63'(C)
L37	N00°05'51"W	377.90'(C)
L38	N13°01'34"W	97.30'(C)
L39	N13°35'21"W	385.65'(C)
L40	S22°06'59"E	9.00'(C)

CURVE DATA TABLE

CURVE	DELTA	LENGTH	RADIUS	CH. BEARING
C1	13°50'05"(RT.)	330.15'(C)	1367.30'	N18°41'47"W
C2	06°36'08"(RT.)	165.12'(C)	1433.00'	N22°18'46"E
C3	06°49'56"(LT.)	170.88'(C)	1433.00'	N05°28'06"E
C4	01°47'20"(LT.)	86.51'(C)	2770.79'	N12°07'54"W
C5	08°25'56"(RT.)	374.80'(C)	2546.65'	S09°24'23"E
C6	07°05'11"(LT.)	138.37'(C)	1123.25'	S87°46'52"W
C7	43°32'24"(LT.)	853.58'(C)	1123.25'	S69°33'16"W
C8	43°47'32"(RT.)	986.91'(C)	1291.23'	S68°06'14"W
C9	43°47'32"(LT.)	859.97'(C)	1123.23'	N68°06'14"E
C10	07°27'23"(RT.)	167.37'(C)	1286.09'	N49°05'26"E
C11	06°52'12"(RT.)	314.33'(C)	2621.98'	S03°20'21"W
C12	09°50'56"(LT.)	193.08'(C)	1123.25'	S86°24'00"W
C13	09°54'02"(LT.)	188.05'(C)	1088.27'	S86°25'18"W
C14	03°20'10"(LT.)	83.44'(C)	1433.00'	N10°33'09"E
C15	33°41'29"(RT.)	680.50'(C)	1123.25'	N64°37'48"E
C16	02°08'53"(LT.)	53.73'(C)	1433.00'	N80°58'42"E
C17	12°18'59"(LT.)	308.04'(C)	1433.00'	N06°03'45"E

SHEET 2 OF 8

SKETCH PREPARED BY

DRMP

1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 223

RIGHT OF WAY "C"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

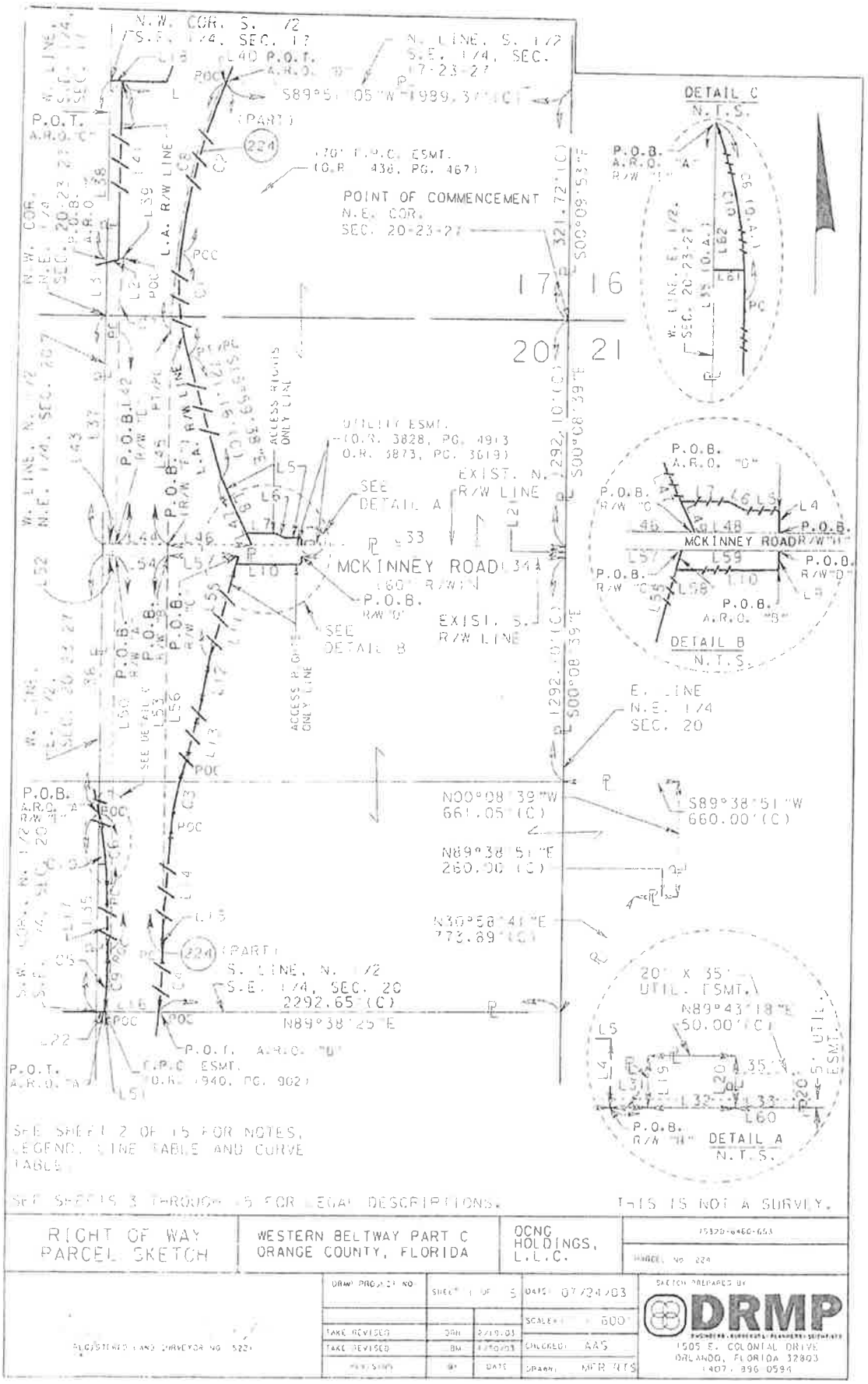
A portion of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Northwest 1/4 of Section 20; thence run N.00°05'51"W. along the West line Northwest 1/4 of Section 20 a distance of 163.20 feet to a point on the existing East right of way line of Avalon Road said point also being a point on a non-tangent curve, concave Northwesterly, having a radius of 1433.00 feet and a central angle of 12°18'59"; thence run Northeasterly along said curve an arc distance of 308.04 feet from a chord bearing of N.06°03'45"E. along said Easterly right of way line to a point on said curve; thence run N.89°54'15"E. a distance of 2.01 feet; thence run N.00°05'51"W. a distance of 317.90 feet for a POINT OF BEGINNING; thence continue N.00°05'51"W. a distance of 513.67 feet to the existing South right of way line of McKinney Road; thence departing said Easterly right of way line run N.89°45'03"E. 40.01 feet along said South right of way line; thence departing said South right of way line run S.00°05'45"E. a distance of 124.66 feet to the point of curvature of a curve to the right, concave Northwesterly, having a radius of 2621.48 feet and a central angle of 06°52'12"; thence run Southwesterly along the arc of said curve a distance of 314.33 feet to a point on said curve; thence departing said curve run S.15°33'51"W. a distance of 78.45 feet to the POINT OF BEGINNING.

Containing 16,366 square feet, more or less.

July 24, 2003

SHEET 6 OF 8



SEE SHEET 2 OF 15 FOR NOTES, LEGEND, LINE TABLE AND CURVE TABLE.

SEE SHEETS 3 THROUGH 5 FOR LEGAL DESCRIPTIONS.

THIS IS NOT A SURVEY.

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	OCNG HOLDINGS, L.L.C.	PARCEL NO. 224

REGISTERED LAND SURVEYOR NO. 5224	DRMP PROJECT NO.	SHEET 1 OF 5	DATE: 07/24/03	SKETCH PREPARED BY: DRMP ENGINEERS, SURVEYORS, PLANNERS, SOFTWARE
			SCALE: 1" = 600'	
	TAKE REVISED	DRH 8/19/03	CHECKED: AAS	1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896 0594
	TAKE REVISED	BM 12/30/03	DRAWN: MFR/TES	
	REVISIONS	BY DATE		

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN C.P.S. MONUMENT NO. 504 AND C.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293

2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.

3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.

5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.

6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°51'05"E	591.04'(C)
L2	N75°41'29"E	67.18'(C)
L3	N00°08'25"W	299.62'(C)
L4	S00°17'28"E	45.52'(C)
L5	N89°42'32"E	100.00'(C)
L6	S63°43'31"E	55.90'(C)
L7	N89°42'32"E	169.38'(C)
L8	S24°56'35"E	340.55'(C)
L9	S00°17'28"E	46.48'(C)
L10	S89°42'32"W	372.37'(C)
L11	S14°33'27"W	560.14'(C)
L12	S09°47'37"W	301.04'(C)
L13	S14°33'27"W	332.34'(C)
L14	S03°53'04"W	608.60'(C)
L15	S00°06'56"E	122.15'(C)
L16	S89°38'25"W	301.42'(C)
L17	N01°39'18"W	328.88'(C)
L18	N89°51'05"E	65.57'(C)
L19	N00°06'56"W	30.00'(C)
L20	S00°06'56"E	30.00'(C)
L21	S00°08'39"E	60.00'(C)
L22	S89°38'25"W	47.29'(C)
L30	S00°06'56"E	66.25'(C)
L31	S89°43'18"W	21.32'(C)
L32	S89°43'18"W	50.00'(C)
L33	S89°43'18"W	1442.55'(C)
L34	S89°43'18"W	1513.71'(C)
L35	N00°06'56"W	1142.81'(C)

LINE TABLE

LINE	BEARING	DISTANCE
L36	N00°06'56"W	1475.16'(C)
L37	N00°06'56"W	1295.54'(C)
L38	N00°08'25"W	1024.67'(C)
L39	N75°41'29"E	31.97'(C)
L40	N89°51'05"E	3.35'(C)
L41	N00°06'56"W	1008.24'(C)
L42	N00°06'56"W	1211.55'(C)
L43	S89°43'18"W	75.00'(C)
L44	S89°43'18"W	300.00'(C)
L45	S00°06'56"E	1210.70'(C)
L46	S89°43'18"W	474.64'(C)
L47	S24°56'35"E	418.07'(C)
L48	S89°43'18"W	287.04'(C)
L49	N24°56'35"W	77.52'(C)
L50	S00°06'56"E	2263.29'(C)
L51	S89°38'25"W	10.54'(C)
L52	N89°43'18"E	75.00'(C)
L53	S00°06'56"E	2264.14'(C)
L54	N89°43'18"E	300.00'(C)
L55	S14°33'27"W	608.31'(C)
L56	N00°06'56"W	2142.00'(C)
L57	N89°43'18"E	401.84'(C)
L58	N14°33'27"E	48.17'(C)
L59	N89°43'18"E	360.03'(C)
L60	S89°43'18"W	1513.87'(C)
L61	S89°38'51"W	43.74'(C)
L62	N00°06'56"W	320.38'(C)

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	21°37'35"	582.41'(C)	1543.02'	S05°10'50"E
C2	15°39'03"	998.93'(C)	3656.94'	S13°27'29"W
C3	10°40'23"	337.19'(C)	1810.14'	S11°45'48"W
C4	05°06'25"	353.83'(C)	3969.72'	S02°26'16"W
C5	05°07'06"	354.18'(C)	3964.73'	N01°55'19"E
C6	09°34'55"	463.38'(C)	2770.79'	N06°26'46"W
C7	05°52'14"	408.42'(C)	3969.72'	N02°49'54"E
C8	22°34'09"	1445.53'(C)	3669.72'	S11°10'08"W
C9	05°32'45"	355.20'(C)	3669.72'	S02°39'26"W
C10	06°41'12"	323.36'(C)	2770.79'	S07°53'38"E

LEGEND:

(C)	CALCULATED	P.O.B.	POINT OF BEGINNING
C.B.	CHORD BEARING	℄	PROPERTY LINE
COR.	CORNER	R	RADIUS
°	DEGREE	R/W	RIGHT OF WAY
Δ	DELTA	"	SECOND
E.	EAST	SEC.	SECTION
ESMT.	EASEMENT	S.	SOUTH
EXIST.	EXISTING	W.	WEST
F.P.C.	FLORIDA POWER CORPORATION	PC	POINT OF CURVATURE
L	ARC LENGTH	PCC	POINT OF COMPOUND CURVATURE
L.A.	LIMITED ACCESS	POC	POINT ON CURVE
'	MINUTE/FEET	A.R.O.	ACCESS RIGHTS ONLY
N.	NORTH	P.O.T.	POINT OF TERMINATION
N.T.S.	NOT TO SCALE	O.A.	OVERALL
PG.	PAGE	UTIL.	UTILITY
O.R.	OFFICIAL RECORD		

SEE SHEET 2 OF 5 FOR SKETCH AND SHEETS 3 THROUGH 5 FOR LEGAL DESCRIPTIONS.

PARCEL NO. 224

SKETCH PREPARED BY

DRMP

1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

SHEET 1 OF 5

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 224

RIGHT OF WAY "D"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the East 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 20; thence run S.00°08'39"E. along the East line of the Northeast 1/4 of said Section 20 a distance of 1352.10 feet to a point on the existing South right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43'18"W. along said existing South right of way line of McKinney Road a distance of 1513.71 feet for a POINT OF BEGINNING; thence departing said South right of way line, run S.00°17'28"E. 46.48 feet; thence S.89°42'32"W. 372.37 feet; thence N.14°33'27"E. 48.17 feet to a point on the aforesaid existing South right of way line of McKinney Road; thence run N.89°43'18"E. along said existing South right of way line a distance of 360.03 feet to the POINT OF BEGINNING.

Containing 17,036 square feet, more or less.

July 24, 2003

SHEET 6 OF 15

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 224

RIGHT OF WAY "H"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the North 1/2 of the Northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 20; thence run S.00°08'39"E. along the East line of said Northeast 1/4 of Section 20 a distance of 1292.10 feet to a point on the existing North right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43'18"W. along said existing North right of way line of McKinney Road a distance of 1513.87 feet for a POINT OF BEGINNING; thence continue S.89°43'18"W. along said North right of way line a distance 287.04 feet; thence departing said North right of way line, run N.24°56'35"W. 77.52 feet; thence N.89°42'32"E. 169.38 feet; thence S.63°43'31"E. 55.90 feet; thence N.89°42'32"E. 100.00 feet; thence S.00°17'28"E. 45.52 feet to the POINT OF BEGINNING.

Containing 18,247 square feet, more or less.

July 24, 2003

SHEET 10 OF 15

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 224 (PARTIAL)

Legal Description

A parcel of land lying in the northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1295.54 feet to a point on the north line of the existing right-of-way for McKinney Road (now known as New Independence Parkway) as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence N89°43'18"E along said north line for 375.00 feet to the POINT OF BEGINNING; thence continue N89°43'18"E along said north line for 474.64 feet to a point on the southerly prolongation of the east limited access right-of-way line of State Road 429 as shown on said OOCEA right-of-way map; thence N24°56'35"W along said southerly prolongation for 77.52 feet to a point of intersection along said east limited access right-of-way line; thence S89°42'32"W for 190.59 feet; thence S00°17'28"E for 36.88 feet; thence S86°13'47"W for 121.47 feet; thence S89°42'32"W for 130.39 feet; thence S00°06'56"E for 26.10 feet to the POINT OF BEGINNING.

Containing 0.50 acres, more or less.

Reserving 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.

JACK VANCE CARPER
CERTIFICATE
NO. 3598
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

THIS IS NOT A SURVEY

ATKINS

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

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

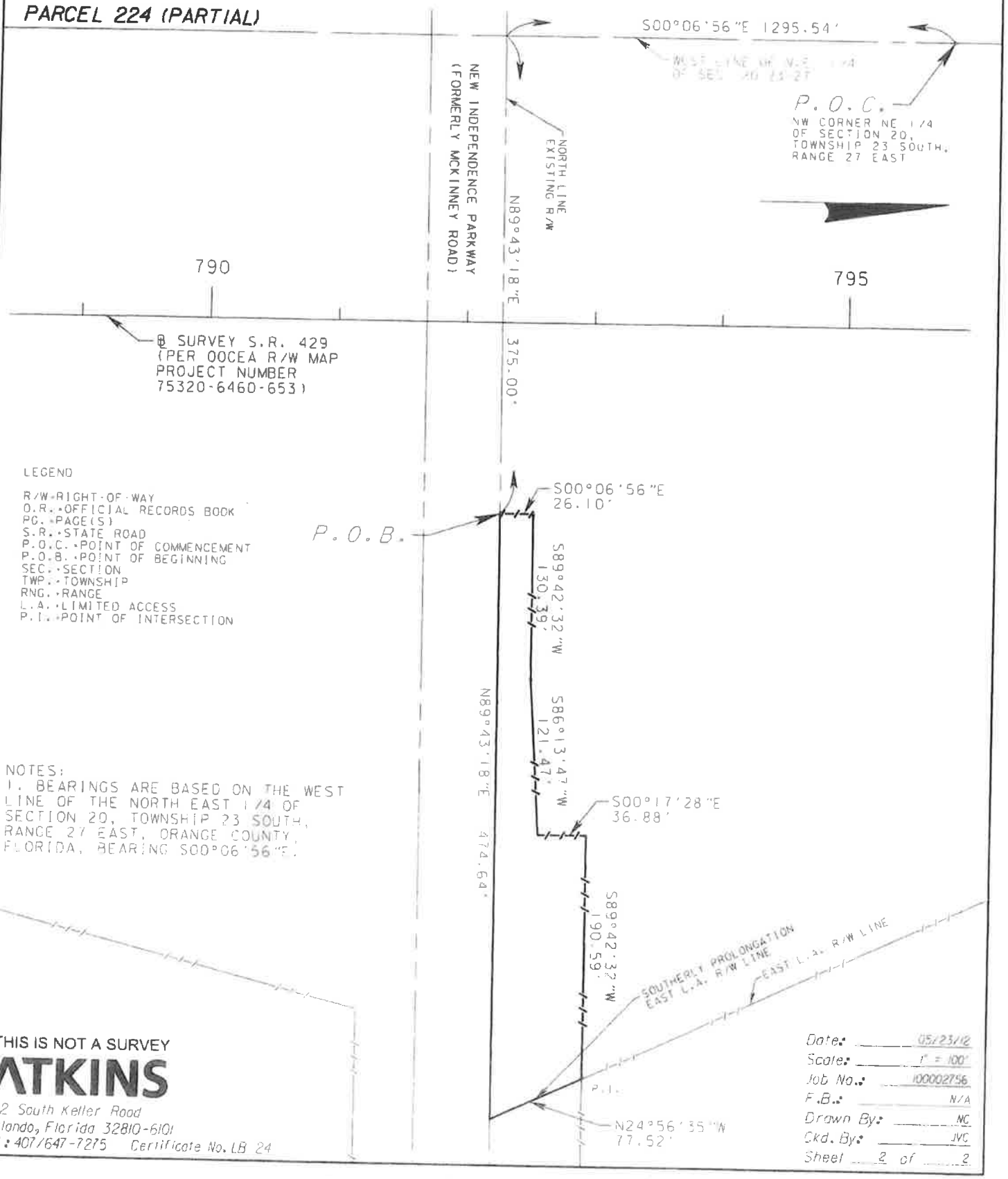
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Date: 05/23/12
Scale: N/A
Job No.: 00002756
F.B.: N/A
Drawn By: WL
Chd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 224 (PARTIAL)



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 S00°06'56"E.

THIS IS NOT A SURVEY

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

Date: 05/23/12
Scale: 1" = 100'
Job No.: 100002756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 2 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 224 (PARTIAL)

Legal Description

A parcel of land lying in the northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1355.54 feet to a point on the south line of the existing right-of-way for McKinney Road (now known as New Independence Parkway) as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence N89°43'18"E along said south line for 375.00 feet to the POINT OF BEGINNING; thence continue N89°43'18"E along said south line for 401.84 feet to a point on the northerly prolongation of the east limited access right-of-way line of State Road 429 as shown on said OOCEA right-of-way map; thence S14°33'27"W along said northerly prolongation for 48.17 feet to a point of intersection along said east limited access right-of-way line; thence S89°42'32"W for 125.80 feet; thence N00°17'28"W for 11.16 feet; thence N86°48'42"W for 129.16 feet; thence S89°42'32"W for 134.85 feet; thence N00°06'56"W for 27.65 feet to the POINT OF BEGINNING.

Containing 13,936 square feet, more or less.

Reserving 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.

JACK VANCE CARPER
CERTIFICATE
NO. 3598
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

THIS IS NOT A SURVEY

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

6/4/12

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

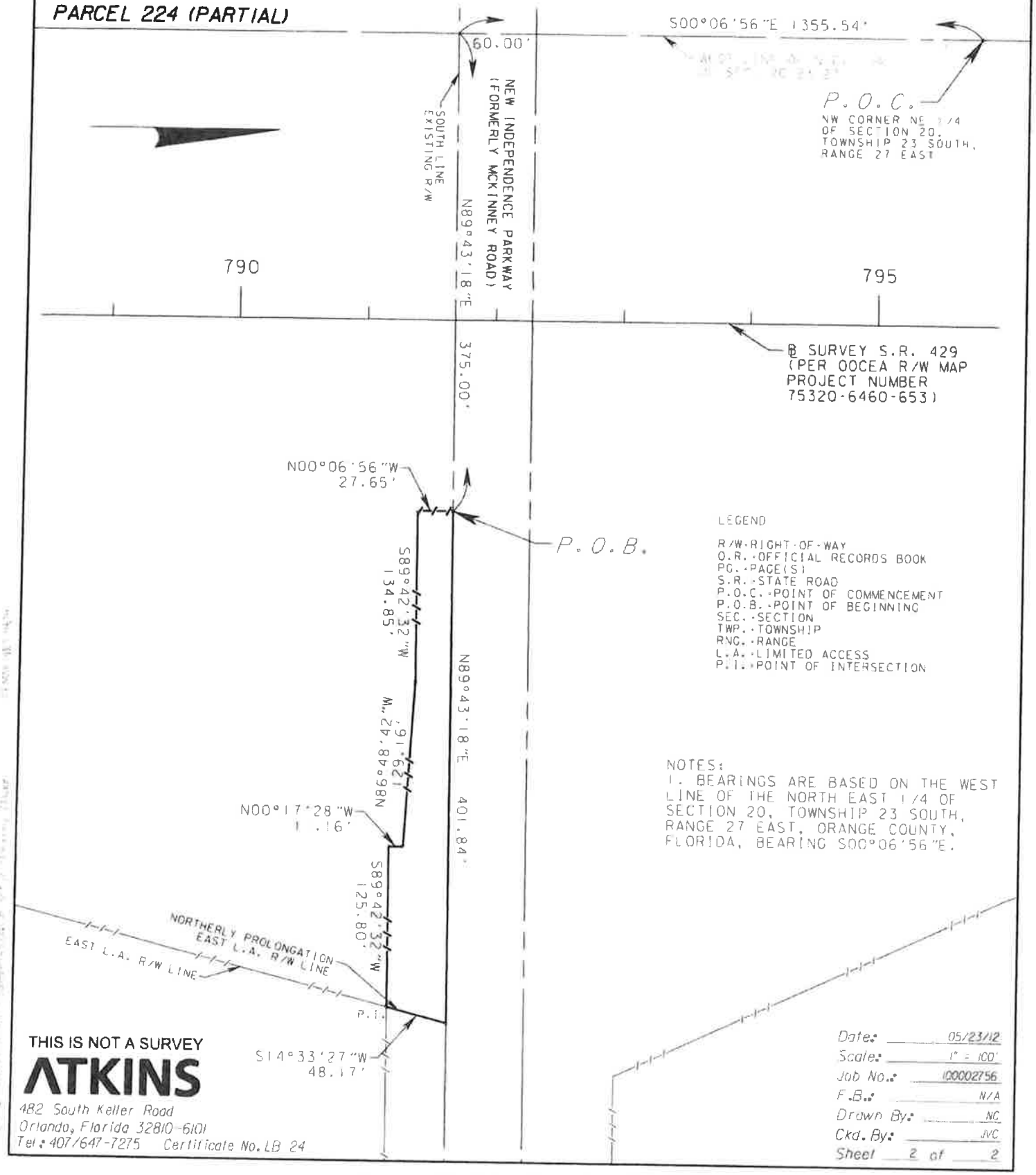
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Date: 05/23/12
Scale: N/A
Job No.: 100002756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 224 (PARTIAL)



LEGEND

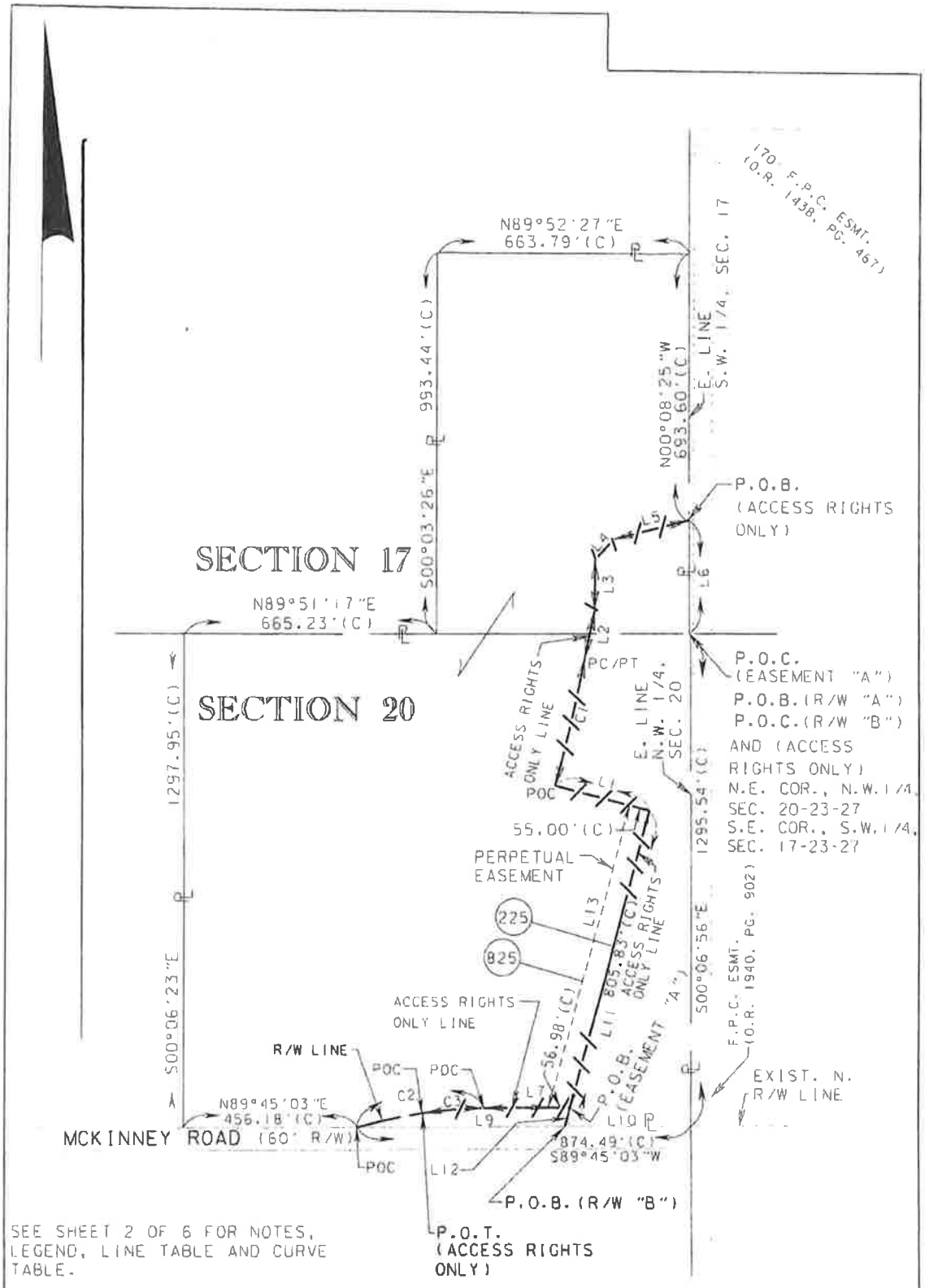
R/W - RIGHT-OF-WAY
O.R. - OFFICIAL RECORDS BOOK
PG. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
TWP. - TOWNSHIP
RNG. - RANGE
L.A. - LIMITED ACCESS
P.I. - POINT OF INTERSECTION

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 S00°06'56"E.

THIS IS NOT A SURVEY

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

Date: 05/23/12
Scale: 1" = 100'
Job No.: 100002756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 2 of 2



SEE SHEET 2 OF 6 FOR NOTES, LEGEND, LINE TABLE AND CURVE TABLE.

SEE SHEETS 3-6 OF 6 FOR LEGAL DESCRIPTIONS.

THIS IS NOT A SURVEY.

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	SUGAR LOAF GROVES, INC.	PROJECT NO. 15320-6460-653 PARCEL NO. 225

REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO.	SHEET 1 OF 6	DATE: 07/24/03
		SCALE: 1" = 300'
		CHECKED: AAS
REVISION	BY DATE	DRAWN: POT RTS

SKETCH PREPARED BY:

DRMP

ENGINEERS · SURVEYORS · PLANNERS · CONSULTANTS

1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 225

RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 20; thence run S.00°06'56"E. along the East line of the Northwest 1/4 of said Section 20 a distance of 1295.54 feet to a point on the existing North right of way line of McKinney Road (as now established); thence departing said East line of the Northwest 1/4 of said Section 20, run S.89°45'03"W. along said existing North right of way line of McKinney Road a distance of 328.47 for a POINT OF BEGINNING; thence continue S.89°45'03"W. a distance of 546.02 feet to a point on a curve concave Southeasterly, having a radius of 1286.09 feet and a central angle of 15°06'06"; thence departing said North right of way line of said McKinney Road, from a chord bearing of N.81°05'40"E. run Northeasterly along the arc of said curve a distance of 338.98 feet to a point on said curve, thence departing said curve run N.89°42'32"E. a distance of 225.66 feet; thence S.14°52'17"W. 52.87 feet to the POINT OF BEGINNING.

Containing 0.509 acres, more or less.

July 24, 2003

SHEET 4 OF 6

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 225 (PARTIAL)

Legal Description

A parcel of land lying in the north 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1269.52 feet to the POINT OF BEGINNING; thence N89°42'32"E for 75.00 feet; thence S00°06'56"E for 26.04 feet to a point on the north line of the existing right-of-way for McKinney Road (now known as New Independence Parkway) as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence S89°43'18"W along said north line for 75.00 feet to a point on the west line of said northeast 1/4; thence S89°45'03"W along said north line for 328.47 feet to a point on the southerly prolongation of the west limited access right-of-way line of State Road 429 as shown on said OOCEA right-of-way map; thence N14°52'17"E along said southerly prolongation for 52.87 feet to a point of intersection along said west limited access right-of-way line; thence N89°42'32"E for 132.82 feet; thence S00°17'28"E for 17.76 feet; thence S86°52'38"E for 125.86 feet; thence N89°42'32"E for 56.27 feet to the POINT OF BEGINNING.

Containing 0.33 acres, more or less.

Reserving 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.

JACK VANCE CARPER
CERTIFICATE
NO. 3598
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

THIS IS NOT A SURVEY

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

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

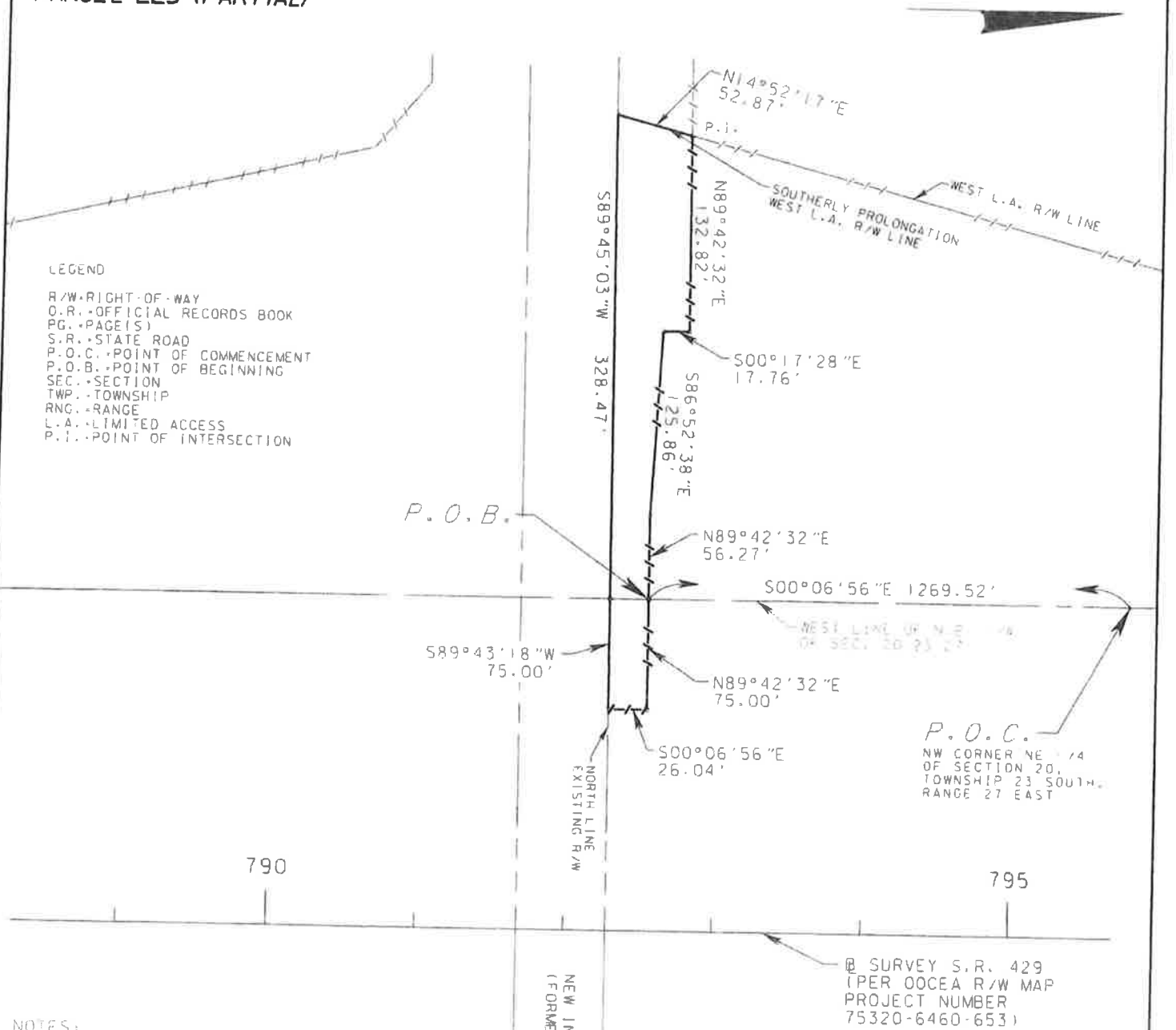
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Date: 05/23/12
Scale: N/A
Job No.: 10009756
F.B.: N/A
Drawn By: VC
Ckd. By: JVC
Sheet 1 of 2

SKETCH OF DESCRIPTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SR 429 - WESTERN BELTWAY
PROJECT: 653
ESTATE: FEE SIMPLE

PARCEL 225 (PARTIAL)



LEGEND

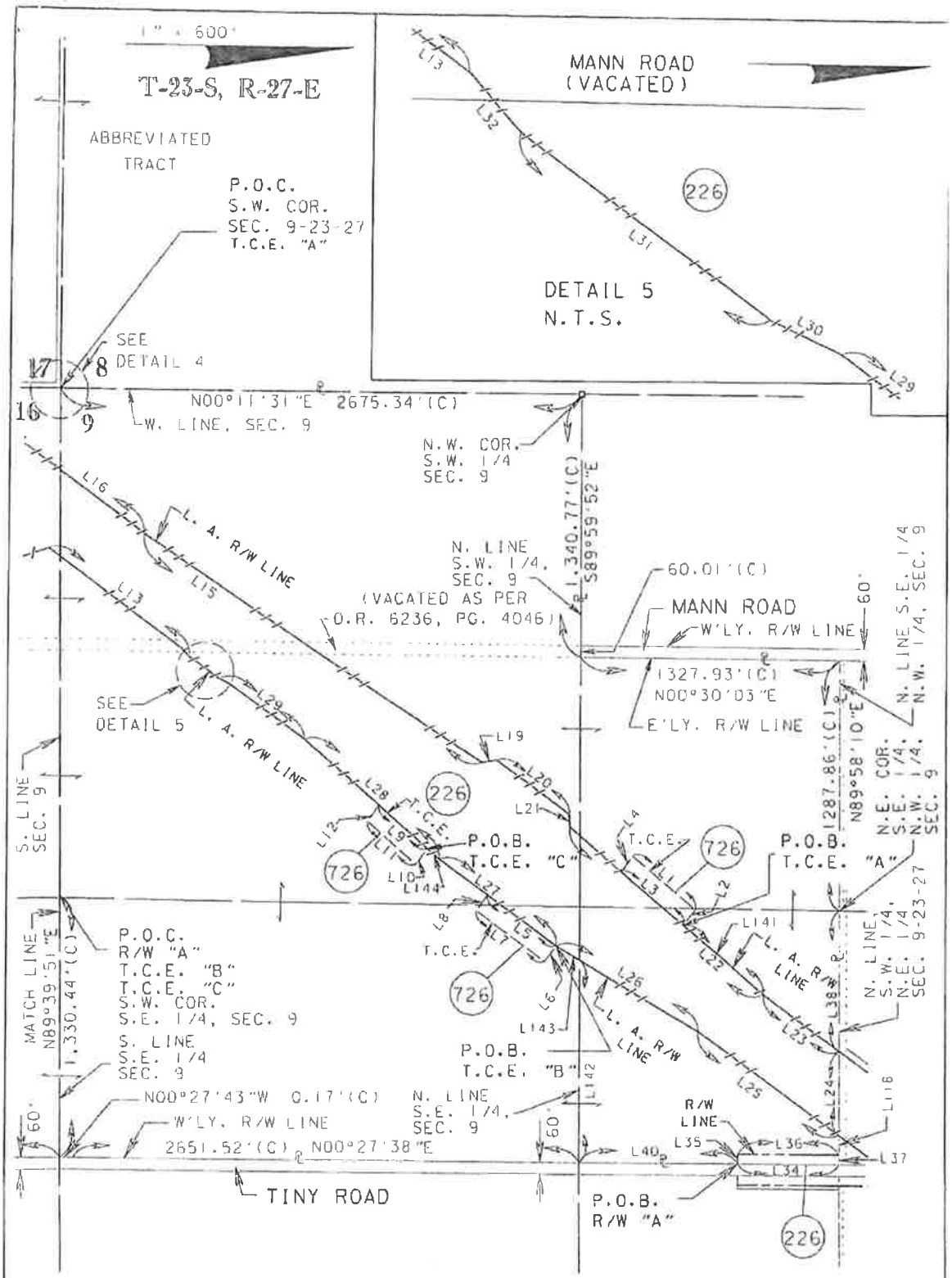
R/W - RIGHT-OF-WAY
O.R. - OFFICIAL RECORDS BOOK
PG. - PAGE(S)
S.R. - STATE ROAD
P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
SEC. - SECTION
TWP. - TOWNSHIP
RNG. - RANGE
L.A. - LIMITED ACCESS
P.I. - POINT OF INTERSECTION

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 S00°06'56"E.

THIS IS NOT A SURVEY

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

Date: 05/23/12
Scale: 1" = 100'
Job No.: 100002756
F.B.: N/A
Drawn By: NC
Ckd. By: JVC
Sheet 2 of 2



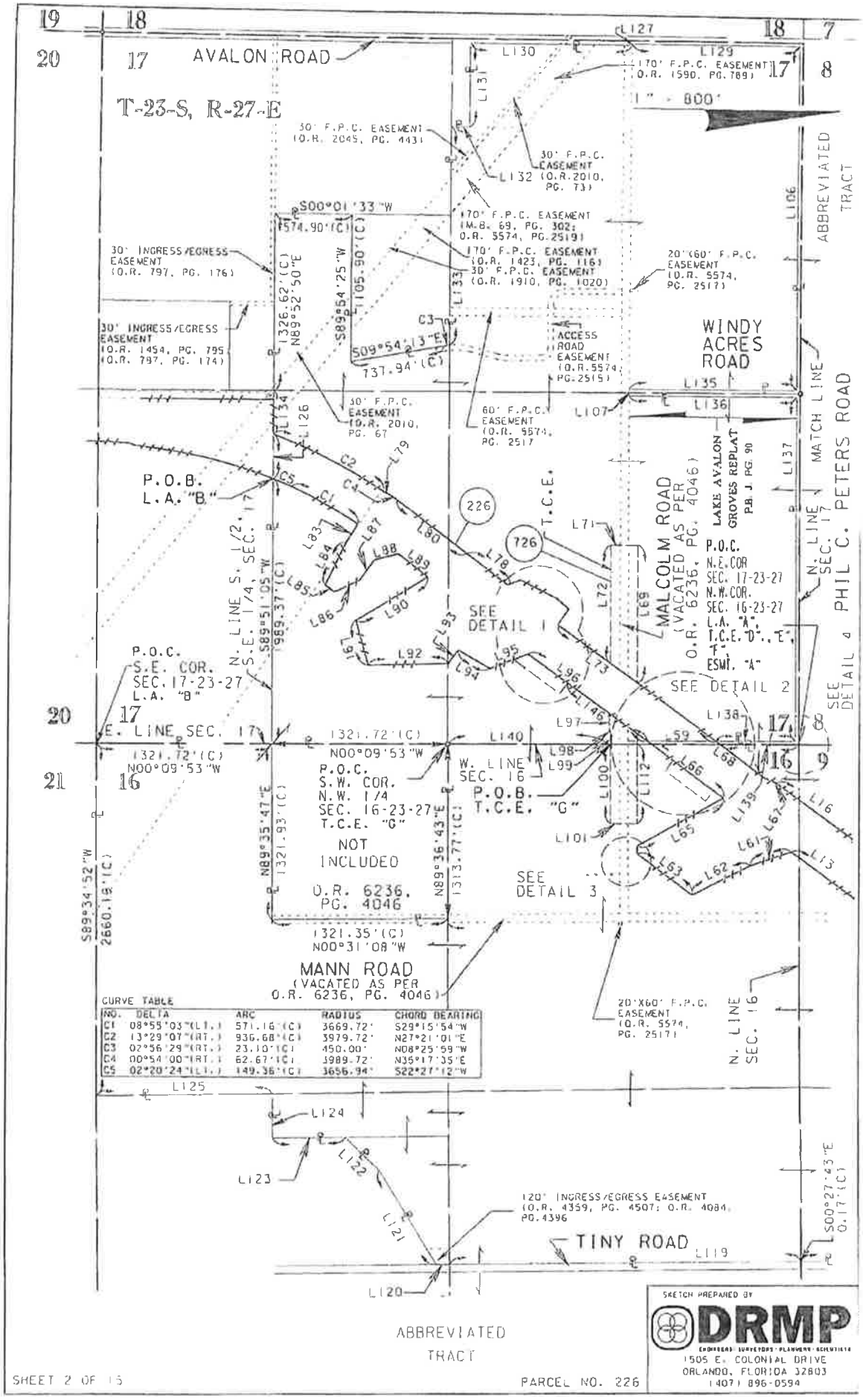
RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	ORANGE COUNTY & CITY OF ORLANDO	PROJECT NO. 75320-6460-654 PARCEL NO. 226

REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO.	SHEET 1 OF 15	DATE: 06/26/03
		SCALE: 1" = 600'
		CHECKED: AAS
REVISION	BY / DATE	DRAWN: MFR

SKETCH PREPARED BY

DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594


AVALON ROAD
T-23-S, R-27-E
WINDY ACRES ROAD
PHIL C. PETERS ROAD
MALCOLM ROAD
(VACATED AS PER O.R. 6236, PG. 4046)
MANN ROAD
(VACATED AS PER O.R. 6236, PG. 4046)
TINY ROAD
ABBREVIATED TRACT
P.O.B. L.A. "B"
P.O.C. S.E. COR. SEC. 17-23-27 L.A. "B"
P.O.C. S.W. COR. N.W. 1/4 SEC. 16-23-27 T.C.E. "G"
P.O.B. T.C.E. "G"
NOT INCLUDED O.R. 6236, PG. 4046
P.O.C. N.E.COR SEC. 17-23-27 N.W.COR. SEC. 16-23-27 L.A. "A", T.C.E. "D", "E", "F", ESMT. "A"
LAKE AVALON GROVES REPLAT P.B. J PG. 90
SEE DETAIL 1
SEE DETAIL 2
SEE DETAIL 3
SEE DETAIL 4
1" = 800'
CURVE TABLE
NO. DELTA ARC RADIUS CHORD BEARING
C1 08°55'03"(LT.) 571.16'(C) 3669.72' S29°15'54"W
C2 13°29'07"(RT.) 936.68'(C) 3979.72' N27°21'01"E
C3 02°56'29"(RT.) 23.10'(C) 450.00' N08°25'59"W
C4 00°54'00"(RT.) 62.67'(C) 3989.72' N35°17'35"E
C5 02°20'24"(LT.) 149.36'(C) 3656.94' S22°27'12"W
30' F.P.C. EASEMENT (O.R. 2045, PG. 4431)
30' F.P.C. EASEMENT (O.R. 2010, PG. 73)
170' F.P.C. EASEMENT (O.R. 1590, PG. 789)
170' F.P.C. EASEMENT (M.B. 69, PG. 302; O.R. 5574, PG. 2519)
170' F.P.C. EASEMENT (O.R. 1423, PG. 116)
30' F.P.C. EASEMENT (O.R. 1910, PG. 1020)
20'X60' F.P.C. EASEMENT (O.R. 5574, PG. 2517)
30' INGRESS/EGRESS EASEMENT (O.R. 797, PG. 176)
30' INGRESS/EGRESS EASEMENT (O.R. 1454, PG. 795 (O.R. 797, PG. 174)
ACCESS ROAD EASEMENT (O.R. 5574, PG. 2515)
60' F.P.C. EASEMENT (O.R. 5574, PG. 2517)
120' INGRESS/EGRESS EASEMENT (O.R. 4359, PG. 4507; O.R. 4084, PG. 4396
20'X60' F.P.C. EASEMENT (O.R. 5574, PG. 2517)
S00°01'33"W 574.90'(C)
S89°54'25"W 1105.90'(C)
N89°52'50"E 1326.62'(C)
S09°54'13"E 737.94'(C)
S89°51'05"W 989.37'(C)
N. LINE S. 1/2, S.E. 1/4, SEC. 17
E. LINE SEC. 17
N00°09'53"W 1321.72'(C)
N89°35'47"E 1321.93'(C)
N89°36'43"E 1313.77'(C)
S89°34'52"W 2660.18'(C)
N00°31'08"W 1321.35'(C)
W. LINE SEC. 16
N. LINE SEC. 16
N. LINE SEC. 17
MATCH LINE
S00°27'43"E 0.17'(C)
SKETCH PREPARED BY
DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594
SHEET 2 OF 15
PARCEL NO. 226

NOTES:

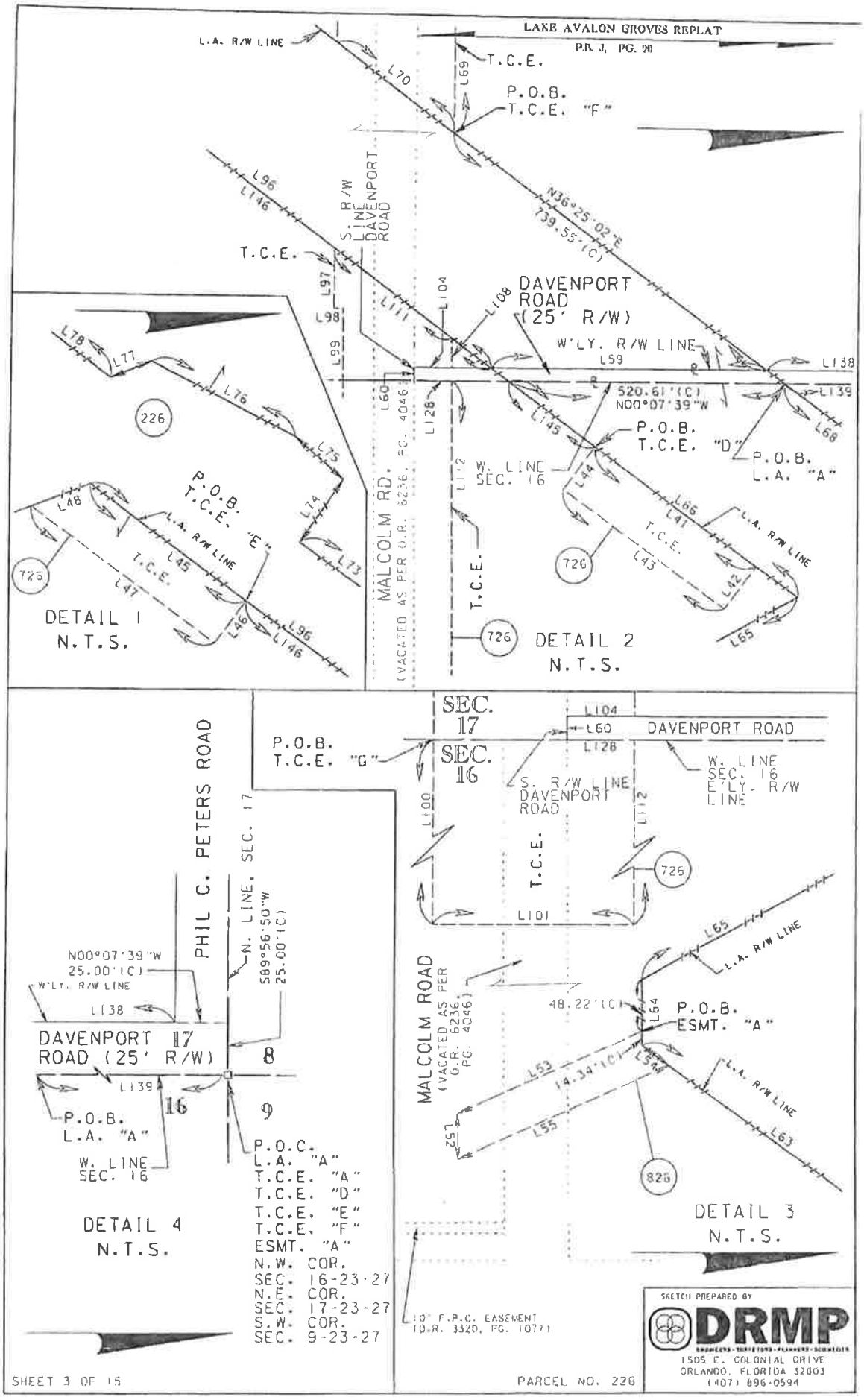
1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT No. 504 AND G.P.S. MONUMENT No. 509, BEARING S89°59'50"E. SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY RECORD.
3. NOT VALID WITHOUT ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS IS NOT A SURVEY.

LINE	BEARING	LENGTH
L1	N40°49'32"E	421.25'(C)
L2	S53°34'58"E	100.30'(C)
L3	S40°49'32"W	421.25'(C)
L4	N53°34'58"W	100.30'(C)
L5	N36°25'02"E	440.00'(C)
L6	S53°34'58"E	100.00'(C)
L7	S36°25'02"W	440.00'(C)
L8	N53°34'58"W	100.00'(C)
L9	N41°22'40"E	331.24'(C)
L10	S53°34'58"E	100.38'(C)
L11	S41°22'40"W	331.24'(C)
L12	N53°34'58"W	100.38'(C)
L13	S36°25'02"W	848.33'(C)
L15	N33°49'19"E	2083.14'(C)
L16	N36°25'02"E	750.00'(C)
L19	N08°29'10"W	78.86'(C)
L20	N36°25'02"E	466.31'(C)
L21	N86°37'57"E	64.33'(C)
L22	N40°49'32"E	1308.39'(C)
L23	N36°25'02"E	486.46'(C)
L24	N89°55'14"E	435.38'(C)
L25	S36°25'02"W	900.74'(C)
L26	S30°59'58"W	847.31'(C)
L27	S36°25'02"W	750.00'(C)
L28	S41°22'40"W	925.18'(C)
L29	S36°25'02"W	478.28'(C)
L30	S25°06'26"W	50.99'(C)
L31	S36°25'02"W	200.00'(C)
L32	S47°43'38"W	50.99'(C)
L34	S00°22'57"W	520.55'(C)
L35	N89°37'03"W	50.00'(C)
L36	N00°22'57"E	520.14'(C)
L37	N89°55'14"E	50.00'(C)
L38	N89°55'14"E	719.70'(C)
L40	N00°22'57"E	809.96'(C)
L41	N36°25'02"E	380.00'(C)
L42	S53°34'58"E	100.00'(C)
L43	S36°25'02"W	380.00'(C)
L44	N53°34'58"W	100.00'(C)
L45	N36°25'02"E	369.11'(C)
L46	S53°34'58"E	100.00'(C)
L47	S36°25'02"W	432.22'(C)
L48	N21°19'30"W	118.25'(C)
L52	S89°37'55"W	41.97'(C)
L53	N18°00'01"W	187.14'(C)
L54	N36°25'02"E	32.38'(C)
L55	S18°00'01"E	214.34'(C)
L59	S00°07'39"E	520.61'(C)
L60	N89°55'37"E	25.00'(C)
L61	S18°47'20"E	324.93'(C)
L62	S26°34'21"E	496.02'(C)
L63	S36°25'02"W	513.30'(C)
L64	S89°39'47"W	62.56'(C)
L65	N29°13'31"W	744.94'(C)
L66	S36°25'02"W	680.11'(C)
L67	N25°06'30"E	101.98'(C)
L68	N36°25'02"E	414.37'(C)
L69	N89°52'54"E	1036.11'(C)
L70	S36°25'02"W	248.92'(C)
L71	N00°07'11"W	200.00'(C)
L72	S89°52'54"W	887.92'(C)
L73	N36°25'02"E	1476.78'(C)
L74	S55°32'38"E	143.76'(C)
L75	N41°16'26"E	121.04'(C)
L76	N26°35'58"E	304.78'(C)
L77	N21°54'04"W	102.18'(C)
L78	N36°25'02"E	387.36'(C)
L79	N23°36'55"E	53.11'(C)
L80	N36°49'12"E	672.02'(C)
L83	N57°25'22"W	160.09'(C)
L84	N64°29'02"W	354.60'(C)
L85	S36°25'00"W	86.24'(C)
L86	S25°41'07"E	205.18'(C)
L87	S53°34'57"E	189.42'(C)
L88	S13°53'02"E	183.81'(C)
L89	S36°25'02"W	284.27'(C)
L90	N31°07'38"W	635.56'(C)
L91	S74°13'45"W	350.83'(C)
L92	S01°22'39"E	605.99'(C)
L93	S53°22'20"E	128.84'(C)
L94	S30°08'00"W	279.47'(C)
L95	S21°19'30"E	309.40'(C)
L96	S36°25'02"W	1104.50'(C)
L97	S89°52'54"W	133.65'(C)
L98	S00°06'32"E	10.00'(C)
L99	S89°52'54"W	101.52'(C)
L100	S89°39'45"W	598.88'(C)
L101	S00°20'15"E	200.00'(C)
L104	S00°07'39"E	70.66'(C)
L106	S89°59'17"W	2594.89'(C)
L107	S89°56'14"W	50.00'(C)
L108	N89°52'54"E	54.55'(C)
L111	N36°25'02"E	261.36'(C)
L112	N89°39'45"E	598.14'(C)
L118	N89°55'14"E	99.42'(C)
L119	S00°27'43"E	2641.61'(C)
L120	S00°28'13"E	99.96'(C)
L121	S58°57'17"W	838.52'(C)
L122	S44°18'09"W	355.06'(C)
L123	S00°46'20"E	540.93'(C)
L124	S89°35'48"W	333.05'(C)
L125	S00°52'22"E	1321.04'(C)
L126	S89°51'05"W	336.90'(C)
L127	S89°56'51"W	8.00'(C)
L128	N00°07'39"W	70.68'(C)
L129	S00°07'30"E	1270.08'(C)
L130	S00°07'30"E	1215.08'(C)
L131	N89°54'25"E	628.38'(C)
L132	S00°07'44"E	140.00'(C)
L133	N89°54'25"E	1636.66'(C)
L134	N89°51'05"E	323.06'(C)
L135	N00°08'25"W	1268.25'(C)
L136	N00°08'25"W	1268.22'(C)
L137	N89°56'50"E	2599.35'(C)
L138	S00°07'39"E	602.43'(C)
L139	N00°07'39"W	593.66'(C)
L140	N00°07'39"W	1222.98'(C)
L141	S40°49'32"W	540.45'(C)
L142	N89°59'52"W	1039.02'(C)
L143	S30°59'58"W	141.05'(C)
L144	S41°22'40"W	80.30'(C)
L145	N36°25'02"E	202.63'(C)
L146	S36°25'02"W	735.39'(C)

LEGEND

(C) - CALCULATED
E'LY. - EASTERLY
N'LY. - NORTHERLY
S'LY. - SOUTHERLY
W'LY. - WESTERLY
N.T.S. - NOT TO SCALE
L1 - LINE NUMBER
C1 - CURVE NUMBER
No. - NUMBER
E. - EAST
N. - NORTH
S. - SOUTH
W. - WEST
T - TOWNSHIP
R - RANGE
LT. - LEFT
RT. - RIGHT
COR. - CORNER
ESMT. - EASEMENT
F.P.C. - FLORIDA POWER CORPORATION
M.B. - MINUTE BOOK
P.B. - PLAT BOOK
P.L. - PROPERTY LINE
R/W - RIGHT OF WAY
O.R. - OFFICIAL RECORDS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
PG. - PAGE
SEC. - SECTION
T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
L.A. - LIMITED ACCESS
DRMP - DYER, RIDDLE, MILLS & PRECOURT, INC.

SKETCH PREPARED BY
DRMP
ENGINEERS • SURVEYORS • PLANNERS • CONSULTANTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594


LAKE AVALON GROVES REPLAT
P.B. J, PG. 20
L.A. R/W LINE
T.C.E.
P.O.B.
T.C.E. "F"
N36°25'02"E
739.55'(C)
S. R/W LINE DAVENPORT ROAD
DAVENPORT ROAD (25' R/W)
W'LY. R/W LINE
520.61'(C)
N00°07'39"W
P.O.B.
T.C.E. "D"
P.O.B.
L.A. "A"
W. LINE SEC. 16
MALCOLM RD.
(VACATED AS PER O.R. 6236, PG. 4046)
226
726
DETAIL 1
N.T.S.
DETAIL 2
N.T.S.
SEC. 17
SEC. 16
P.O.B.
T.C.E. "G"
DAVENPORT ROAD
S. R/W LINE DAVENPORT ROAD
W. LINE SEC. 16 E'LY. R/W LINE
PHIL C. PETERS ROAD
N. LINE, SEC. 17
S89°56'50"W
25.00'(C)
N00°07'39"W
25.00'(C)
W'LY. R/W LINE
DAVENPORT ROAD (25' R/W)
17
8
16
9
P.O.B.
L.A. "A"
W. LINE SEC. 16
P.O.C.
L.A. "A"
T.C.E. "A"
T.C.E. "D"
T.C.E. "E"
T.C.E. "F"
ESMT. "A"
N.W. COR. SEC. 16-23-27
N.E. COR. SEC. 17-23-27
S.W. COR. SEC. 9-23-27
DETAIL 4
N.T.S.
MALCOLM ROAD
(VACATED AS PER O.R. 6236, PG. 4046)
48.22'(C)
P.O.B.
ESMT. "A"
14.34'(C)
825
DETAIL 3
N.T.S.
10' F.P.C. EASEMENT
(O.R. 3320, PG. 1077)
SKETCH PREPARED BY
DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594
SHEET 3 OF 15
PARCEL NO. 226

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-654

PARCEL 226

RIGHT-OF-WAY "A"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

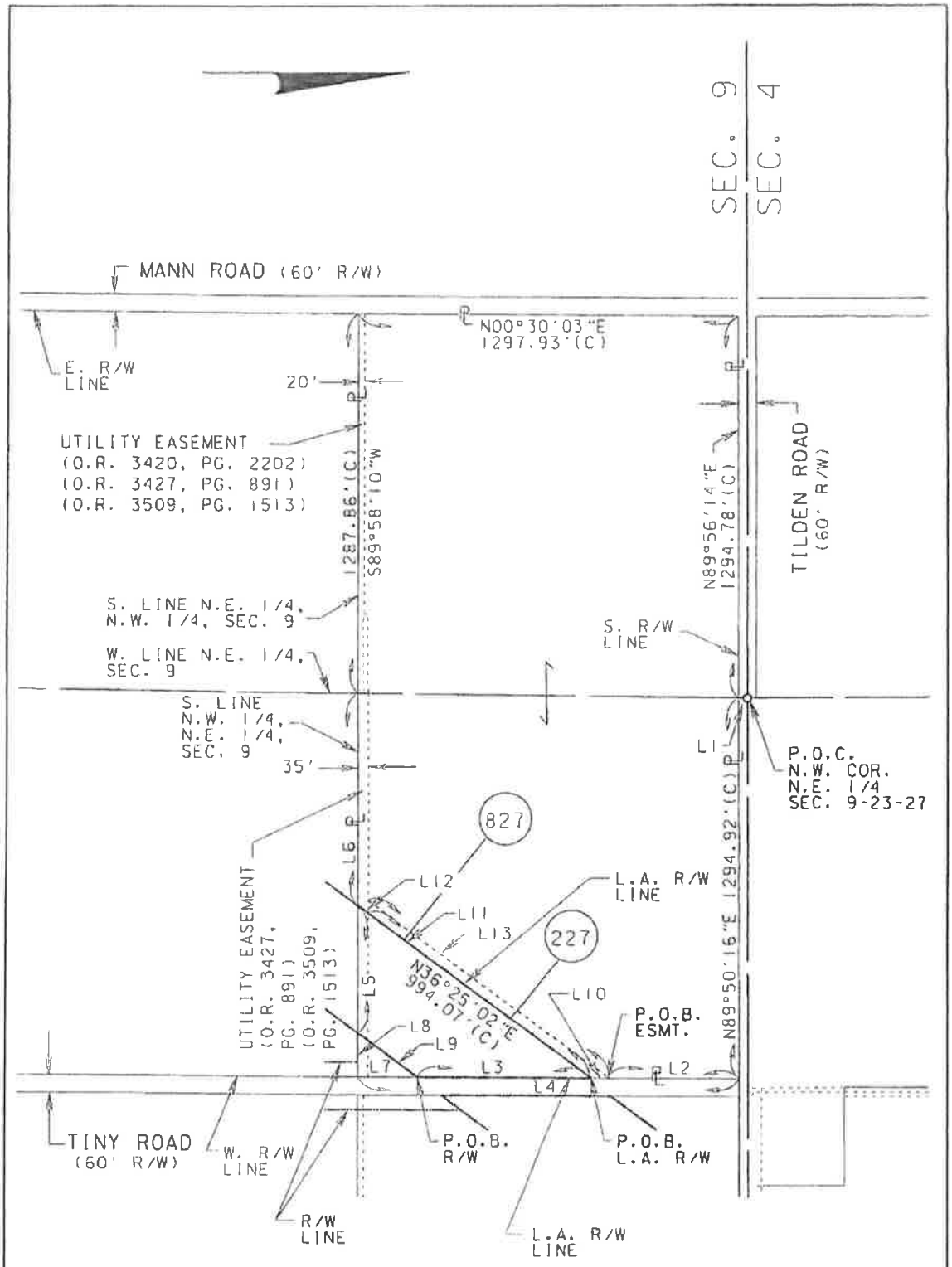
A portion of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 9; thence N.89°39'51"E. 1,330.44 feet along the South line of the Southeast 1/4 of said Section 9 to the westerly right of way line of Tiny Road (60.00 foot right of way); thence departing said South line of the Southeast 1/4 of Section 9, run N.00°27'43"W. 0.17 feet along said westerly right of way line; thence run N.00°27'38"E. 2,651.52 feet along said westerly right of way line to the North line of the Southeast 1/4 of said Section 9; thence departing said North line, run N.00°22'57"E. 809.96 feet along said westerly right of way line to the POINT OF BEGINNING; thence departing said westerly right of way line, run N.89°37'03"W. 50.00 feet; thence N.00°22'57"E. 520.14 feet to the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 9; thence N.89°55'14"E. 50.00 feet along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 9 to said westerly right of way line of Tiny Road; thence departing said North line of the Southwest 1/4 of the Northeast 1/4 of Section 9, run S.00°22'57"W. 520.55 feet along said westerly right of way line to the POINT OF BEGINNING.

Containing 0.597 acres, more or less.

June 26, 2003

SHEET 7 OF 15



SEE SHEET 2 OF 3 FOR NOTES, LEGEND AND LINE TABLE.

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	NATIONAL DEVELOPERS, LTD.	PROJECT NO. 15320-6460-654 R/W MAP SHEET: 3, 15, 16

Amy Ann Schaufler
REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO.	SHEET	DATE
97-0073.000	1 OF 5	8/17/99
		SCALE: 1" = 400'
		CHECKED: AAS
REVISION	BY	DATE
		DRAWN: MFR

SKETCH PREPARED BY
DRMP
DYER, RIDDLE, WILLS & PRECOURT, INC.
ENGINEERS SURVEYORS
1503 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

NOTES:

1. BEARINGS AND DISTANCES BASED ON THE STATE PLANE COORDINATES SYSTEM - EAST ZONE SCALE FACTOR: 0.99997293
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

	BEARING	DISTANCE
L1	S00°48'22"W	30.00'(C)
L2	S00°22'57"W	441.86'(C)
L3	S00°22'57"W	594.96'(C)
L4	S00°22'57"W	1300.50'(C)
L5	S89°55'14"W	435.38'(C)
L6	S89°55'14"W	719.70'(C)
L7	S00°22'57"W	204.19'(C)
L8	S89°55'14"W	149.42'(C)
L9	S36°25'02"W	253.99'(C)
L10	S00°22'57"W	59.50'(C)
L11	S36°25'02"W	950.53'(C)
L12	S89°55'14"W	43.54'(C)
L13	N36°25'02"E	1024.54'(C)

LEGEND:

(C)	= CALCULATED
COR.	= CORNER
R/W	= RIGHT OF WAY
O.R.	= OFFICIAL RECORD BOOK
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
PG.	= PAGE
SEC.	= SECTION
L.A.	= LIMITED ACCESS
℄	= PROPERTY LINE
N.	= NORTH
S.	= SOUTH
E.	= EAST
W.	= WEST
°	= DEGREE
'	= FEET/MINUTE
"	= INCH/SECONDS
ESMT.	= EASEMENT

SKETCH PREPARED BY
DRMP
DYER, RIDDLE, MILLS & PRECOURT, INC.
ENGINEERS - SURVEYORS
1503 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-654

PARCEL 227 **RIGHT-OF-WAY**

LEGAL DESCRIPTION

A portion of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 9; thence run S.00°48'22" W. along the West line of the Northeast 1/4 of said Section 9, a distance of 30.00 feet to an intersection with the South right of way line of Tilden Road (as now established); thence departing said West line of the Northeast 1/4 of Section 9, run N.89°50'16" E. along said South right of way line of Tilden Road, a distance of 1294.92 feet to an intersection with the West right of way line of Tiny Road (as now established); thence departing said South right of way line of Tilden Road, run S.00°22'57" W. along said West right of way line of Tiny Road a distance of 1096.31 feet for a POINT OF BEGINNING; thence continue S.00°22'57" W. along said West right of way line of Tiny Road a distance of 204.19 feet to an intersection with the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 9; thence departing said West right of way line of Tilden Road, run S.89°55'14" W. along said South line of the Northwest 1/4 of the Northeast 1/4 of Section 9 a distance of 149.42 feet; thence departing said South line of the Northwest 1/4 of the Northeast 1/4 of Section 9, run N.36°25'02" E. a distance of 253.99 feet to the POINT OF BEGINNING.

Containing 15,255 square feet, more or less.

August 17, 1999

SHEET 4 OF 5

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WESTERN BELTWAY STATE ROAD 429
PROJECT NO. 75320-6460-654

LEGAL DESCRIPTION

PARCEL 228 - RIGHT OF WAY "A"

A part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 9, Township 23 South, Range 27 East, Orange County, Florida; thence S.00°02'24"E. along the East line of the Northeast 1/4 of said Section 9 (bearings based on the East line of the Northeast 1/4 of said Section 9 being as stated), for 1332.42 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence S.89°55'14"W. along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 9 for 1254.51 feet to a point on the East right-of-way line of Tiny Road, according to the Orlando-Orange County Expressway Authority Right of Way Map of the Western Beltway, State Road No.429, Project No.75320-6460-654 and the POINT OF BEGINNING; thence N.00°22'57E. along said East right-of-way line for 354.51 feet to a point on the Southeasterly limited access right-of-way line of the Western Beltway according to said Right of Way Map; thence S.36°25'02"W. along said Southeasterly limited access right-of-way line for 84.99 feet to a point on the East right-of-way line of Tiny Road as described in Deed Book 844, Page 262, of the Public Records of Orange County, Florida; thence S.00°22'57"W. along said described line for 286.18 feet to aforesaid South line of the Northeast 1/4 of the Northeast 1/4 of Section 9; thence N.89°55'14"E. along said South line for 50.00 feet to the POINT OF BEGINNING.

Containing 16,017 square feet, more or less.

\\orl\sd\sos\OOCEA\PROJ654\PARCELS\070308 PARCEL 228 ROW.dgn

THIS IS NOT A SURVEY

Michael E. Burnett PSM
REG. SURVEYOR AND MAPPER NO. 4761 STATE OF FLORIDA
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROJECT NAME: STATE ROAD 429					
PREPARED BY: PBS&J 482 South Keller Road Orlando, Florida 32810-6101 Tel : 407/647-7275 Certificate No. LB 24					SECTION 9 TOWNSHIP 23 SOUTH RANGE 27 EAST
DRAWN BY KW DATE 03/12/07	CHECKED BY MEB DATE 03/12/07	PARCEL No. 228	REV.	SHEET 1 OF 3	DRAWING NO.

12-MAR-2007 16:21

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WESTERN BELTWAY STATE ROAD 429
PROJECT NO. 75320-6460-654

LEGAL DESCRIPTION

PARCEL 228 - RIGHT OF WAY "B"

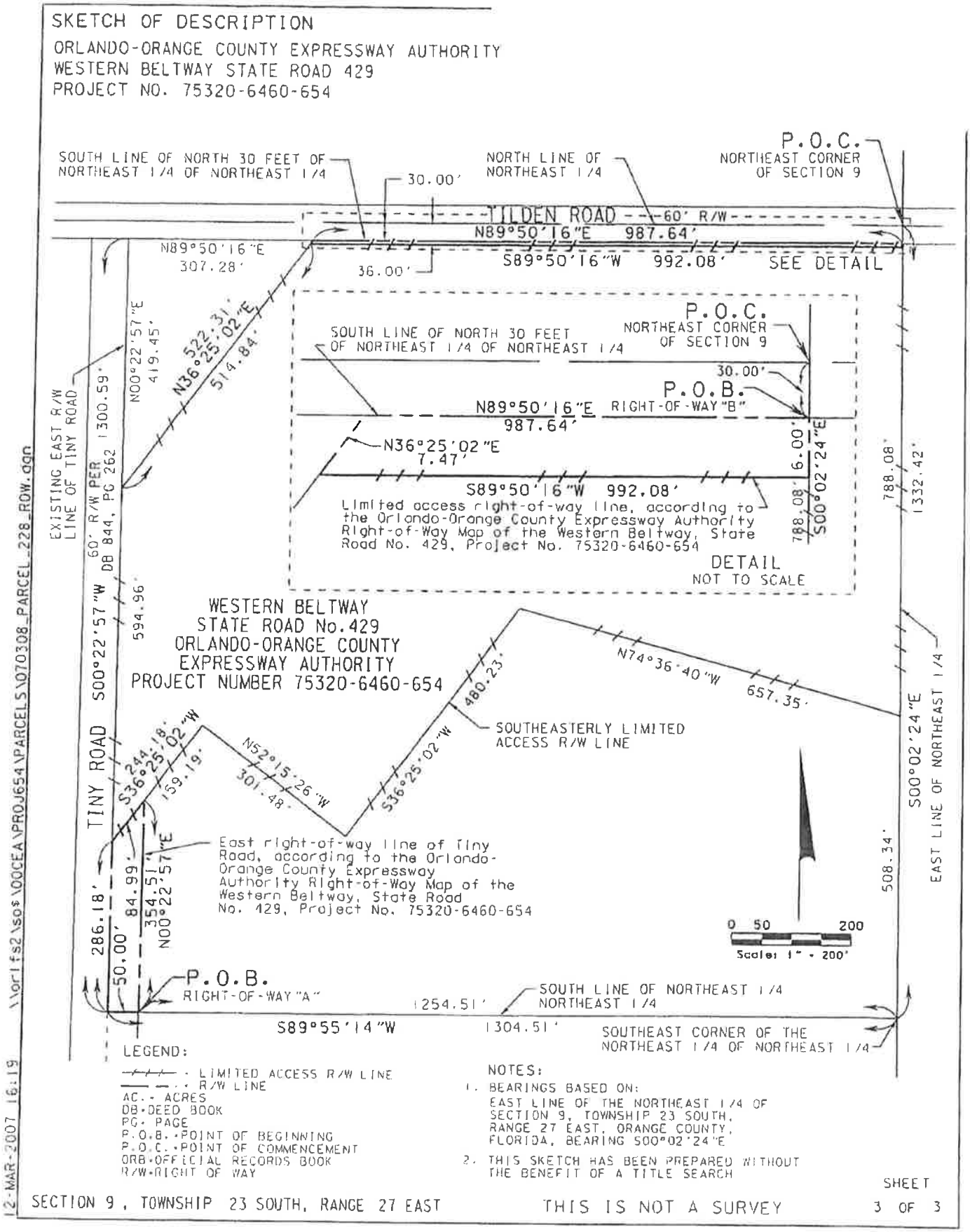
A part of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

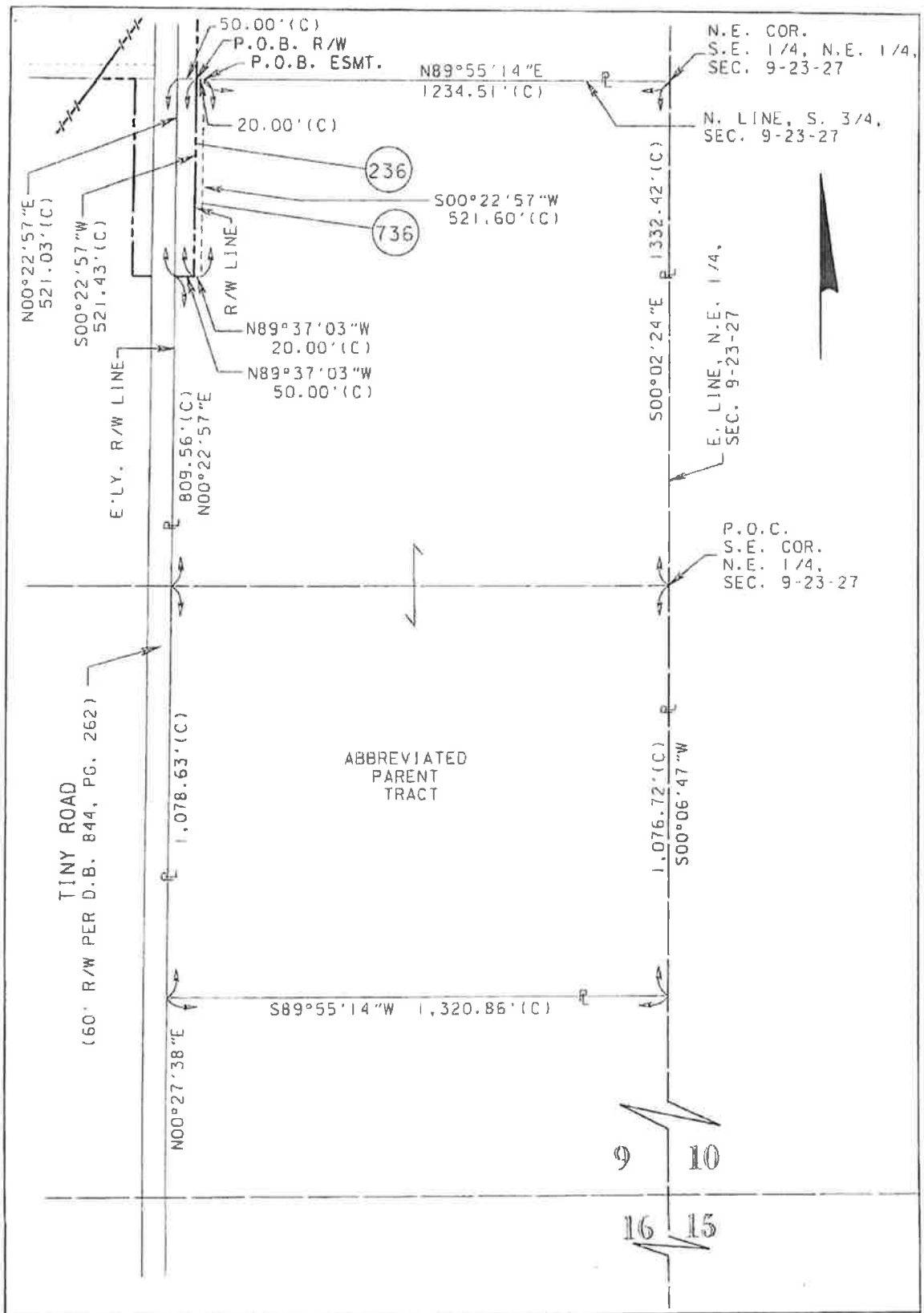
Commence at the Northeast corner of Section 9, Township 23 South, Range 27 East, Orange County, Florida; thence S.00°02'24"E. along the East line of the Northeast 1/4 of said Section 9 (bearings based on the East line of the Northeast 1/4 of said Section 9 being as stated), for 30.00 feet to a point on the South line of the North 30 feet of the Northeast 1/4 of the Northeast 1/4 of said Section 9 and the POINT OF BEGINNING; thence continue S.00°02'24"E. along said East line for 6.00 feet to a point on the limited access right-of-way line of the Western Beltway, State Road No.429, according to the Orlando-Orange County Expressway Authority Right of Way Map of the Western Beltway, State Road No.429, Project No.75320-6460-654; thence S.89°50'16"W. along said limited access right-of-way line for 992.08 feet; thence N.36°25'02"E. for 7.47 feet to a point on aforesaid South line of the North 30 feet of the Northeast 1/4 of the Northeast 1/4 of Section 9; thence N.89°50'16"E. along said South line for 987.64 feet to the POINT OF BEGINNING.

Containing 5,939 square feet, more or less.

\\orl-fs2\data\OOCEA\PROJECTS\PARCELS\0703\08 PARCEL 228 ROW.dgn
12-MAR-2007 15:22

THIS IS NOT A SURVEY


SKETCH OF DESCRIPTION
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
WESTERN BELTWAY STATE ROAD 429
PROJECT NO. 75320-6460-654
SOUTH LINE OF NORTH 30 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4
NORTH LINE OF NORTHEAST 1/4
P.O.C.
NORTHEAST CORNER OF SECTION 9
30.00'
TILDEN ROAD
60' R/W
N89°50'16"E 987.64'
S89°50'16"W 992.08'
SEE DETAIL
N89°50'16"E 307.28'
36.00'
N00°22'57"E 419.45'
N36°25'02"E 522.31'
514.84'
EXISTING EAST R/W LINE OF TINY ROAD
60' R/W PER DB 844, PG 262
N00°22'57"W 1300.59'
SOUTH LINE OF NORTH 30 FEET OF NORTHEAST 1/4 OF NORTHEAST 1/4
P.O.C.
NORTHEAST CORNER OF SECTION 9
30.00'
P.O.B.
RIGHT-OF-WAY "B"
N89°50'16"E 987.64'
N36°25'02"E 7.47'
S89°50'16"W 992.08'
6.00'
S00°02'24"E 788.08'
788.08'
1332.42'
Limited access right-of-way line, according to the Orlando-Orange County Expressway Authority Right-of-Way Map of the Western Beltway, State Road No. 429, Project No. 75320-6460-654
DETAIL
NOT TO SCALE
WESTERN BELTWAY
STATE ROAD No.429
ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY
PROJECT NUMBER 75320-6460-654
S00°22'57"W 594.96'
TINY ROAD
S36°25'02"W 244.18'
159.19'
N52°15'26"W 301.48'
S36°25'02"W 480.23'
N74°36'40"W 657.35'
SOUTHEASTERLY LIMITED ACCESS R/W LINE
S00°02'24"E
EAST LINE OF NORTHEAST 1/4
508.34'
East right-of-way line of Tiny Road, according to the Orlando-Orange County Expressway Authority Right-of-Way Map of the Western Beltway, State Road No. 429, Project No. 75320-6460-654
286.18'
50.00'
84.99'
354.51'
N00°22'57"E
0 50 200
Scale: 1" = 200'
P.O.B.
RIGHT-OF-WAY "A"
1254.51'
SOUTH LINE OF NORTHEAST 1/4 NORTHEAST 1/4
S89°55'14"W 1304.51'
SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF NORTHEAST 1/4
LEGEND:
LIMITED ACCESS R/W LINE
R/W LINE
AC. - ACRES
DB - DEED BOOK
PG. PAGE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
ORB - OFFICIAL RECORDS BOOK
R/W - RIGHT OF WAY
NOTES:
1. BEARINGS BASED ON:
EAST LINE OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEARING S00°02'24"E
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH
SECTION 9, TOWNSHIP 23 SOUTH, RANGE 27 EAST
THIS IS NOT A SURVEY
SHEET 3 OF 3
12-MAR-2007 16:19
\\orlfs2\so$\OOCEA\PROJ654\PARCELS\070308_PARCEL_228_ROW.dgn



RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	WINTER GARDEN CITRUS, INC.	PROJECT NO. 75320-6460-654
			R/W MAP SHEET:

REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO. 97-0073.000	SHEET 1 OF 4		DATE: 05/29/00	SKETCH PREPARED BY: DRMP
			SCALE: 1" = 300'	DREW, MOZLE, WILLS & PRECOURT, INC. ENGINEERS · SURVEYORS 1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0594
			CHECKED: AAS	
REVISION	BY	DATE	DRAWN: CSL	

NOTES:

1. BEARINGS AND DISTANCES BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM - EAST ZONE MEAN SCALE FACTOR: 0.99997293.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

LEGEND:

(C)	= CALCULATED
COR.	= CORNER
D.B.	= DEED BOOK
°	= DEGREE
DISTR.	= DISTRIBUTION
ESMT.	= EASEMENT
E.	= EAST
E'LY.	= EASTERLY
EXIST.	= EXISTING
F.P.C.	= FLORIDA POWER CORPORATION
L.A.	= LIMITED ACCESS
'	= MINUTE/FOOT
N.E.	= NORTHEAST
N.	= NORTH
N'LY.	= NORTHERLY
O.R.	= OFFICIAL RECORD
PG.	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT OF WAY
"	= SECOND/INCH
SEC.	= SECTION
S.	= SOUTH
S.E.	= SOUTHEAST
S.W.	= SOUTHWEST
S.R.	= STATE ROAD
W.	= WEST
℄	= PROPERTY LINE

SKETCH PREPARED BY
DRMP
DEAN, MIDDLE, MILLS & PINCOURT, INC.
ENGINEERS - SURVEYORS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-654

PARCEL 236

RIGHT-OF-WAY
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

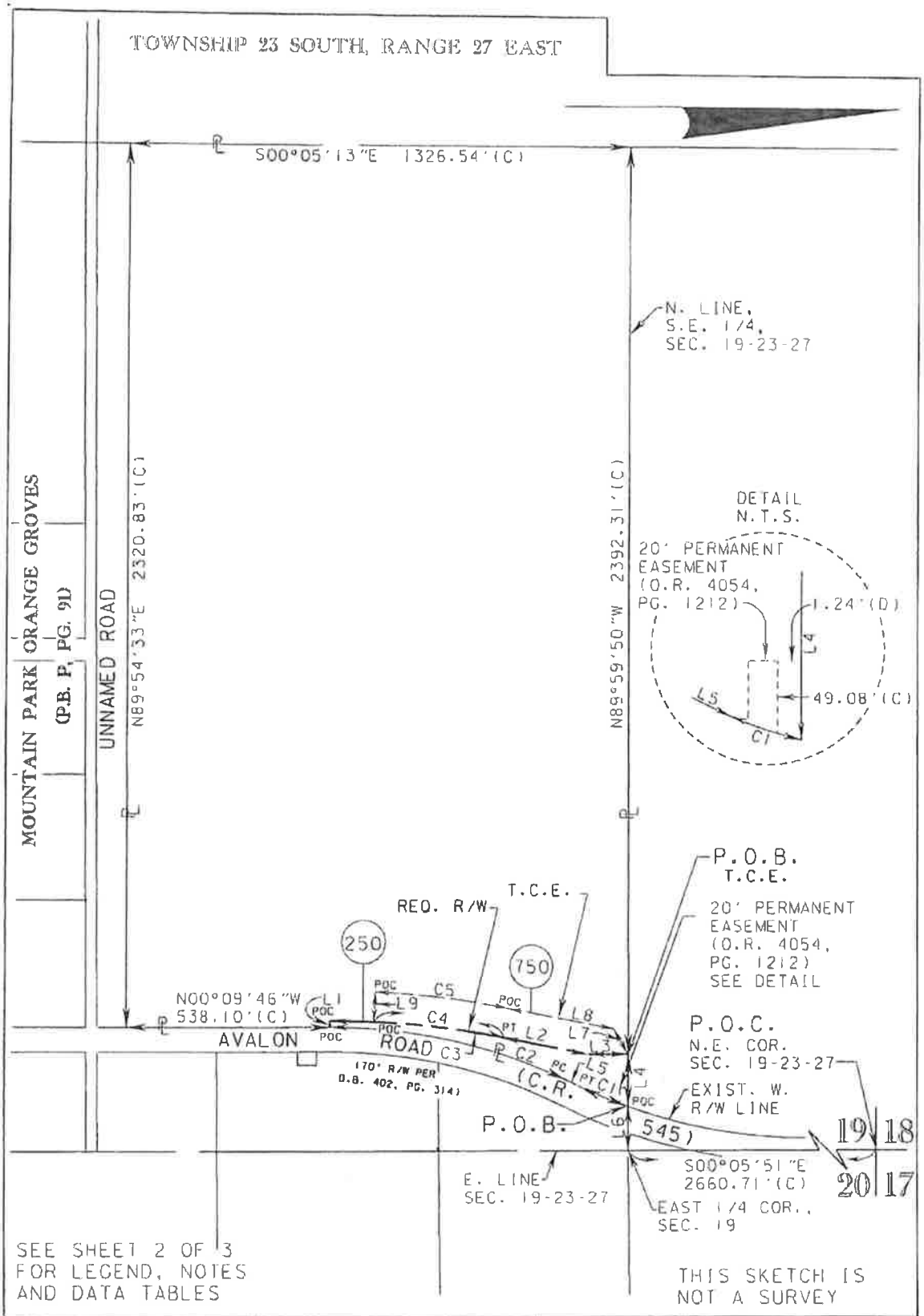
A portion of the Northeast 1/4 of Section 9, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 9; thence N.00°02'24" W. along the East line of the Northeast 1/4 of said Section 9, a distance of 1332.42 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 9; thence S.89°55'14" W. along the North line of the South 3/4 of said Section 9, a distance of 1254.51 feet to the **POINT OF BEGINNING**; thence departing said North line, run S.00°22'57" W. 521.43 feet; thence North 89°37'03" W. 50.00 feet to the easterly right of way line of Tiny Road (as now established); thence North 00°22'57" E. along said easterly right of way line, a distance of 521.03 feet to the aforesaid North line of the South 3/4 of said Section 9; thence departing said easterly right of way line, run N.89°55'14" E. along said North line, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing 0.598 acres, more or less.

May 29, 2000

SHEET 3 OF 4



RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	ORANGE COUNTY FLORIDA	PROJECT NO. 75320-0460-653
			Parcel No. 250

REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO. 97-0073.002	SHEET 1 OF 4		DATE: 07/08/03
			SCALE: 1" = 300'
			CHECKED: AAS
REVISION	BY	DATE	DRAWN: R.SMITH

SKETCH PREPARED BY

DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C)	CALCULATED
C.B.	CHORD BEARING
COR.	CORNER
C.R.	COUNTY ROAD
(D)	DEED
D.B.	DEED BOOK
°	DEGREE
Δ	DELTA
E.	EAST
ESMT.	EASEMENT
EXIST.	EXISTING
F.P.C.	FLORIDA POWER CORPORATION
L.A.	LIMITED ACCESS
'	MINUTE/FEET
N.	NORTH
NO.	NUMBER
N.T.S.	NOT TO SCALE
PG.	PAGE
O.A.	OVERALL
O.R.	OFFICIAL RECORD
P.B.	PLAT BOOK
PC	POINT OF CURVATURE
P.O.B.	POINT OF BEGINNING
POC	POINT ON A CURVE
P.O.C.	POINT OF COMMENCEMENT
℄	PROPERTY LINE
PT	POINT OF TANGENCY
R	RADIUS
REQ.	REQUIRED
R/W	RIGHT OF WAY
"	SECOND
SEC.	SECTION
S.	SOUTH
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
W.	WEST

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	S89°50'57"W	17.00'(C)
L2	N11°10'04"E	227.83'(C)
L3	N00°15'46"W	101.41'(C)
L4	S89°59'50"E	139.61'(C)
L5	S25°36'50"W	40.49'(C)
L6	N89°59'50"W	115.88'(C)
L7	N61°24'15"E	76.77'(C)
L8	N11°10'04"E	290.00'(C)
L9	N87°22'25"W	80.00'(C)

CURVE DATA TABLE

CURVE	DELTA	LENGTH	RADIUS	CH. BEARING
C1	05°39'33"(RT.)	135.02'(C)	1367.00'	S22°47'03"W
C2	25°46'36"(LT.)	644.82'(C)	1433.30'	S12°43'32"W
C3	08°32'29"(RT.)	349.14'(C)	2342.00'	N06°53'49"E
C4	11°19'07"(RT.)	462.65'(C)	2342.00'	N05°30'31"E
C5	08°15'32"(RT.)	349.12'(C)	2422.00'	N06°53'49"E

SEE SHEET 1 OF 4 FOR SKETCH

SKETCH PREPARED BY
DRMP
ENGINEERS • SURVEYORS • PLANNERS • CONSULTANTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 250

RIGHT OF WAY
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

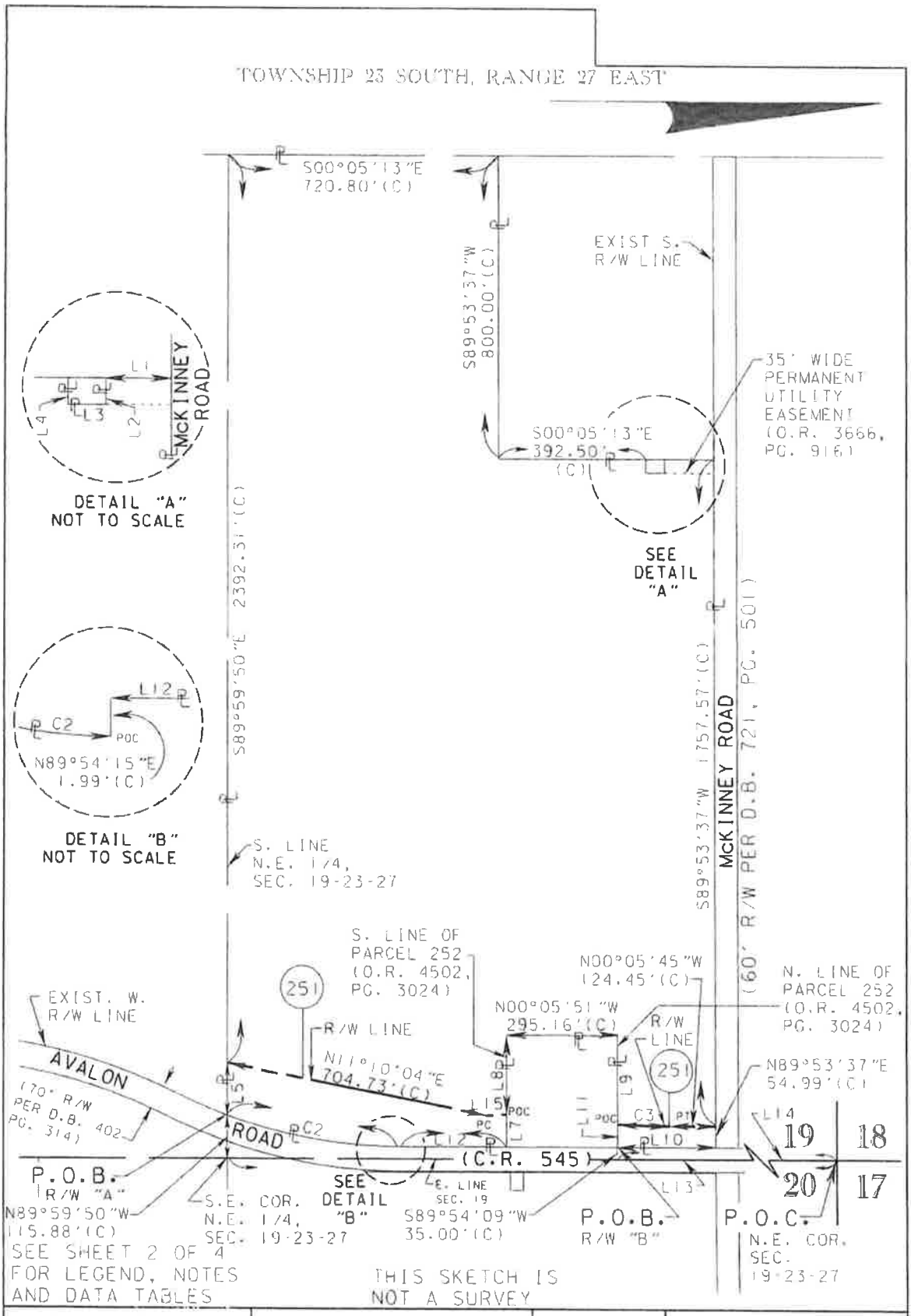
A portion of the North 1/2 of the Southeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. a distance of 2660.71 feet along the East line of said Section 19 to the East 1/4 corner of said Section 19; thence departing said East line, run N.89°59'50"W. 115.88 feet along the North line of the Southeast 1/4 of said Section 19 to a point on the existing West right of way line of Avalon Road (C.R. 545), for a POINT OF BEGINNING, said point also being a point on a non-tangent curve, concave Northwesterly, having a radius 1367.00 feet and a central angle of 05°39'33"; thence departing said North line of the Southeast 1/4, run Southwesterly along said West right of way line and said curve an arc distance of 135.02 feet from a chord bearing of S.22°47'03"W. to the point of tangency; thence continue along said West right of way line the following two (2) courses and distances: S.25°36'50"W. 40.49 feet to the point of curvature of a curve to the left, concave Southeasterly, having a radius of 1433.30 feet and a central angle of 25°46'36"; thence run Southwesterly along said curve an arc distance of 644.82 feet to a point on said curve; thence departing said curve and said existing right of way line, run S.89°50'57"W. 17.00 feet to a point on a non-tangent curve, concave Southeasterly having a radius of 2342.00 feet and a central angle of 11°19'07"; thence run Northeasterly along said curve an arc distance of 462.65 feet from a chord bearing of N.05°30'31"E. to the point of tangency; thence run N.11°10'04"E. 227.83 feet; thence run N.00°15'46"W. 101.41 feet to a point on the aforesaid North line of the Southeast 1/4 of Section 19; thence run along said North line S.89°59'50"E. 139.61 feet to the POINT OF BEGINNING.

Containing 0.917 acres, more or less.

July 8, 2003

SHEET 3 OF 4


TOWNSHIP 23 SOUTH, RANGE 27 EAST
S00°05'13"E
720.80'(C)
S89°53'37"W
800.00'(C)
EXIST S.
R/W LINE
35' WIDE
PERMANENT
UTILITY
EASEMENT
(O.R. 3666,
PG. 916)
S00°05'13"E
392.50'
(C)
SEE
DETAIL
"A"
McKINNEY
ROAD
DETAIL "A"
NOT TO SCALE
L1
L2
L3
L4
S89°59'50"E 2392.31'(C)
DETAIL "B"
NOT TO SCALE
L12
C2
POC
N89°54'15"E
1.99'(C)
S. LINE
N.E. 1/4,
SEC. 19-23-27
S89°53'37"W 1757.57'(C)
(60' R/W PER D.B. 721, PG. 501)
S. LINE OF
PARCEL 252
(O.R. 4502,
PG. 3024)
N00°05'45"W
124.45'(C)
N. LINE OF
PARCEL 252
(O.R. 4502,
PG. 3024)
251
EXIST. W.
R/W LINE
R/W LINE
N11°10'04"E
704.73'(C)
N00°05'51"W
295.16'(C)
R/W
LINE
N89°53'37"E
54.99'(C)
AVALON
ROAD
(70' R/W
PER O.B. 402
PG. 314)
L5
L8
L15
L7
L11
L9
C3
PT
L14
L10
PC
C2
(C.R. 545)
19
18
20
17
P.O.B.
R/W "A"
N89°59'50"W
115.88'(C)
SEE SHEET 2 OF 4
FOR LEGEND, NOTES
AND DATA TABLES
S.E. COR.
N.E. 1/4,
SEC. 19-23-27
SEE
DETAIL
"B"
E. LINE
SEC. 19
S89°54'09"W
35.00'(C)
L13
P.O.B.
R/W "B"
P.O.C.
N.E. COR.
SEC.
19-23-27
THIS SKETCH IS
NOT A SURVEY
RIGHT OF WAY
PARCEL SKETCH
WESTERN BELTWAY PART C
ORANGE COUNTY, FLORIDA
BETH A.
WINCEY
PROJECT NO. 75320-6460-653
Parcel No. 251
DRMP PROJECT NO.
97-0073.002
SHEET 1 OF 4
DATE: 07/08/03
SCALE: 1"=300'
CHECKED: AAS
DRAWN: H.SMITH
REVISION
BY
DATE
REGISTERED LAND SURVEYOR NO. 5221
SKETCH PREPARED BY
DRMP
1505 S. COLONIAL DRIVE
ORLANDO, FLORIDA 32805
(407) 896-0594

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C) = CALCULATED
CH. = CHORD
COR. = CORNER
C.R. = COUNTY ROAD
D.B. = DEED BOOK
° = DEGREE
E. = EAST
EXIST. = EXISTING
' = MINUTE/FEET
N. = NORTH
N.T.S. = NOT TO SCALE
PG. = PAGE
O.R. = OFFICIAL RECORD (BOOK)
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
R/W = RIGHT OF WAY
" = SECOND/INCH
SEC. = SECTION
S. = SOUTH
W. = WEST
PC = POINT OF CURVATURE
POC = POINT ON CURVE
PT = POINT OF TANGENCY

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S00°05'13"E	132.00'(C)
L2	N89°54'47"E	35.00'(C)
L3	S00°05'13"E	50.00'(C)
L4	S89°54'47"W	35.00'(C)
L5	N89°59'50"W	139.61'(C)
L7	N89°54'09"E	84.55'(C)
L8	S89°54'09"W	210.61'(C)
L9	N89°54'09"E	236.28'(C)
L10	S00°05'51"E	262.54'(C)
L11	S89°54'09"W	58.88'(C)
L12	S00°05'51"E	273.78'(C)
L13	S00°05'51"E	2660.71'(C)
L14	S00°05'51"E	1622.90'(C)
L15	N02°02'33"W	51.08'(C)

CURVE DATA TABLE				
	DELTA	LENGTH	RADIUS	CH. BEARING
C1	01°06'20"(LT.)	47.39'(C)	2456.48'	N10°36'54"W
C2	20°03'02"(RT.)	478.38'(C)	1367.00'	S09°55'46"W
C3	03°13'21"(LT.)	138.16'(C)	2456.48'	N01°30'55"E

SEE SHEET 1 OF 4 FOR SKETCH

SKETCH PREPARED BY
DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 251

RIGHT OF WAY "A"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the South 1/2 of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. 2660.71 feet along the East line of said Section to the South line of the Northeast 1/4 of said Section 19; thence departing said East line, run along said South line, N.89°59'50"W. 115.88 feet to a point on the existing West right of way line of Avalon Road (C.R. 545), said point also being the POINT OF BEGINNING; thence run N.89°59'50"W. 139.61 feet along said South line; thence departing said South line, run N.11°10'04"E. 704.73 feet; thence run N.02°02'33"W. 51.08 feet to the South line of that parcel of land as described in Official Records Book 4502, Page 3024, of the Public Records of Orange County, Florida; thence run N.89°54'09"E. 84.55 feet along said South line to a point on aforementioned existing West right of way line; thence departing said South line, run S.00°05'51"E. 273.78 feet along said right of way line; thence run N.89°54'15"E. 1.99 feet along said right of way line to a point on a non-tangent curve, concave Northwesterly, having a radius of 1367.00 feet and a central angle of 20°03'02"; thence run Southerly along said right of way line and said curve an arc distance of 478.38 feet from a chord bearing of S.09°55'46"W. to the POINT OF BEGINNING.

Containing 2.233 acres, more or less.

July 8, 2003

SHEET 3 OF 4

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 251

RIGHT OF WAY "B"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

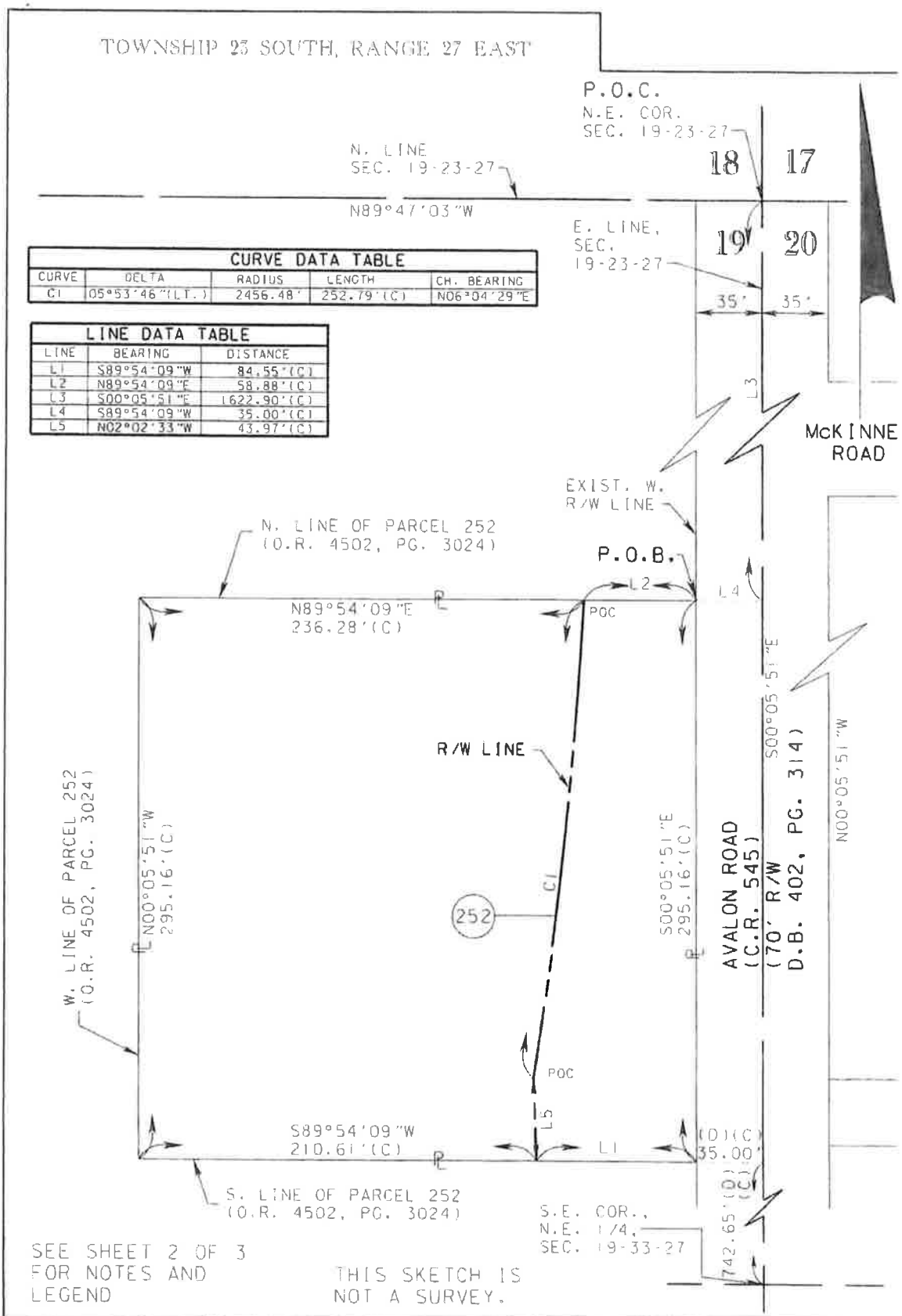
A portion of the South 1/2 of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. 1622.90 feet along the East line of said Section; thence departing said East line, run N.89°54'09"W. 35.00 feet to a point on the existing West right of way line of Avalon Road (C.R. 545); being on the North line of that certain property as described in Official Records Book 4502, Page 3024, of the Public Records of Orange County, Florida, for a POINT OF BEGINNING; thence departing said West right of way line run S.89°54'09"W 58.88 feet along said North line to a point on a non-tangent curve, concave Westerly, having a radius of 2456.48 feet and a central angle of 03°13'21"; thence departing said North property line, run Northerly along said curve an arc distance of 138.16 feet from a chord bearing of N.01°30'55"E. to a point on said curve; thence run N.00°05'45"W. 124.45 feet to a point on the existing South right of way line of McKinney Road; thence run along said right of way line N.89°53'37"E. 54.99 feet to the aforementioned West right of way line of Avalon Road; thence departing said South right of way line, run along said West right of way line S.00°05'51"E. 262.54 feet to the POINT OF BEGINNING.

Containing 14,616 square feet, more or less.

July 8, 2003

SHEET 4 OF 4



RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	NITA J. BREADWELL, ET AL	PROJECT NO. 75320-6460-651 PARCEL No. 252

Cliff A. Schaefer
REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO. 97-0073.002	SHEET 1 OF 3		DATE: 07/08/03
			SCALE: 1"=60'
			CHECKED: AAS
REVISION	BY	DATE	DRAWN: R. SMITH

SKETCH PREPARED BY
DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293

2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WA' OF RECORD, IF ANY.

3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.

5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C) = CALCULATED
COR. = CORNER
CH. = CHORD
C.R. = COUNTY ROAD
(D) = DEED
D.B. = DEED BOOK
° = DEGREE
D.R.M.P. = DYER, RIDDLE, MILLS & PRECOURT
E. = EAST
EXIST. = EXISTING
INC. = INCORPORATED
' = MINUTE/FEET
N. = NORTH
No. = NUMBER
O.R. = OFFICIAL RECORD
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
POC = POINT ON CURVE
℄ = PROPERTY LINE
R = RADIUS
R/W = RIGHT OF WAY
" = SECOND
SEC. = SECTION
S. = SOUTH
W. = WEST

SKETCH PREPARED BY
DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 252

RIGHT OF WAY
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

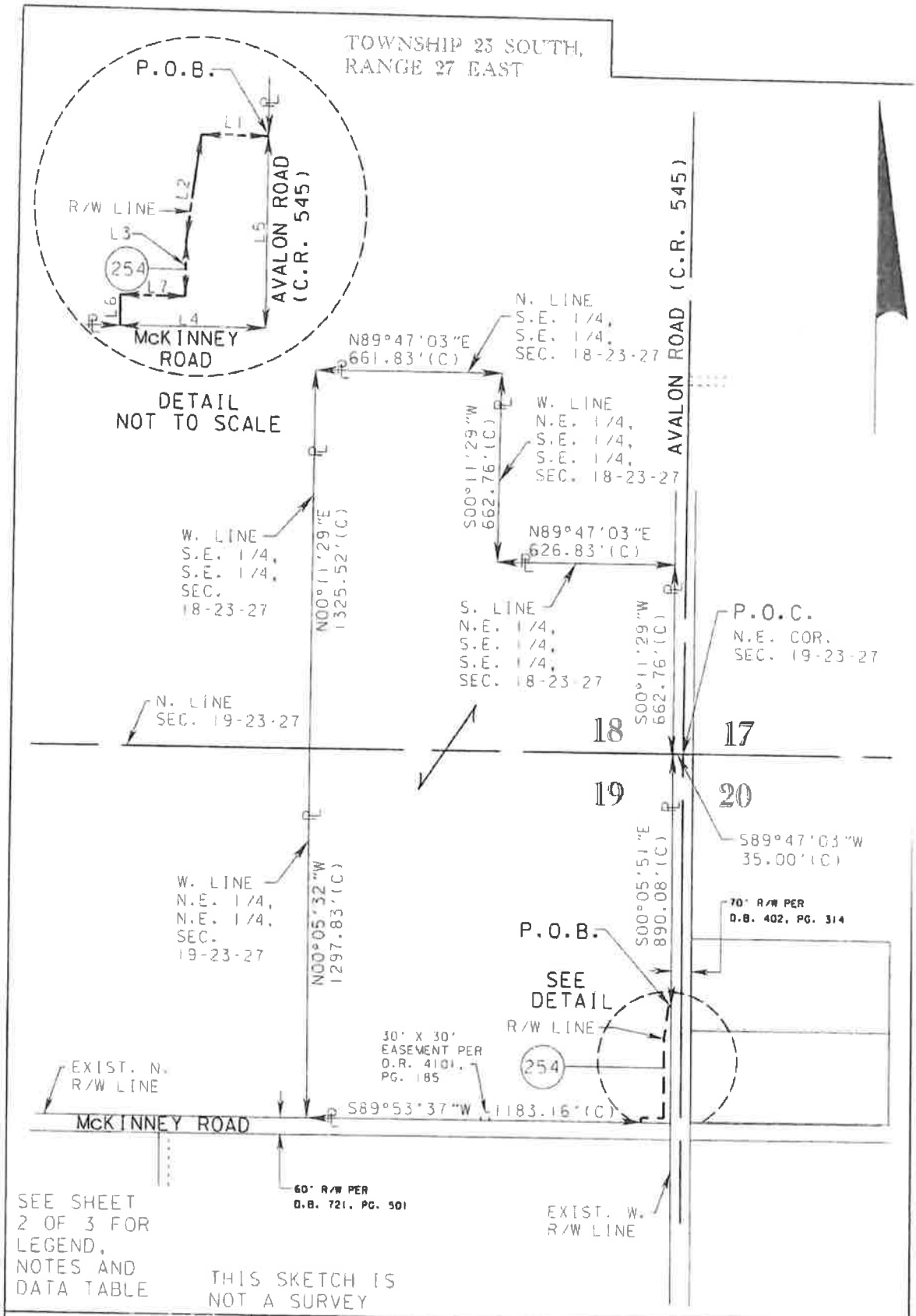
A portion of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.00°05'51"E. along the East line of said Section 19 a distance of 1622.90 feet; thence departing said East line of Section 19, run S.89°54'09"W. a distance of 35.00 feet to a point of intersection with the North line of property described in Official Records Book 4502, Page 3024, of the Public Records of Orange County, Florida, and the existing West right of way line of Avalon Road (C.R. 545) for a POINT OF BEGINNING; thence run along said West right of way line S.00°05'51"E. a distance of 295.16 feet to a point being 742.65 feet North, and 35 feet West of the Southeast corner of the Northeast 1/4 of Section 19, also being a point on the South line of said property described in Official Records Book 4502, Page 3024; thence departing said West right of way line, run along said South line S.89°54'09"W. a distance of 84.55 feet; thence departing said South property line, run N.02°02'33"W. 43.97 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 2456.48 feet and a central angle of 05°53'46"; thence run northeasterly along said curve an arc distance of 252.79 feet from a chord bearing of N.06°04'29"E to a point on said curve and the North line of said property described in Official Records Book 4502, Page 3024; thence departing said curve run along said North line N.89°54'09"E. a distance of 58.88 feet to the POINT OF BEGINNING.

Containing 21,404 square feet, more or less.

July 8, 2003

SHEET 3 OF 3



RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	ORANGE COUNTY FLORIDA	PROJECT NO. 75320-6460-653
			Parcel No. 254

REGISTERED LAND SURVEYOR NO. 5221	DRMP PROJECT NO. 97-0073.002	SHEET 1 OF 3	DATE: 07/08/03	SKETCH PREPARED BY: DRMP, 1505 E. COLONIAL DRIVE, ORLANDO, FLORIDA 32803, (407) 896-0594
			SCALE: 1"=400'	
			CHECKED: AAS	
	REVISION	BY	DATE	DRAWN: R. SMITH

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C)	CALCULATED
C.R.	COUNTY ROAD
COR.	CORNER
°	DEGREE
D.B.	DEED BOOK
D.R.M.P.	DYER, RIDDLE, MILLS AND PRECOURT, INC.
E.	EAST
EXIST.	EXISTING
L.A.	LIMITED ACCESS
'	MINUTE/FEET
N.	NORTH
No.	NUMBER
N.T.S.	NOT TO SCALE
PG.	PAGE
O.R.	OFFICIAL RECORD
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
℄	PROPERTY LINE
R/W	RIGHT OF WAY
"	SECOND
SEC.	SECTION
S.	SOUTH
W.	WEST
INC.	INCORPORATED

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N89°54'09"E	10.00'(C)
L2	N07°21'24"E	115.62'(C)
L3	N00°05'45"W	278.57'(C)
L4	S89°53'37"W	105.61'(C)
L5	S00°05'51"E	410.21'(C)
L6	N00°06'23"W	17.00'(C)
L7	N89°53'37"E	80.60'(C)

SEE SHEET 1 OF 3 FOR PARCEL SKETCH

SKETCH PREPARED BY
DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 254

RIGHT OF WAY
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

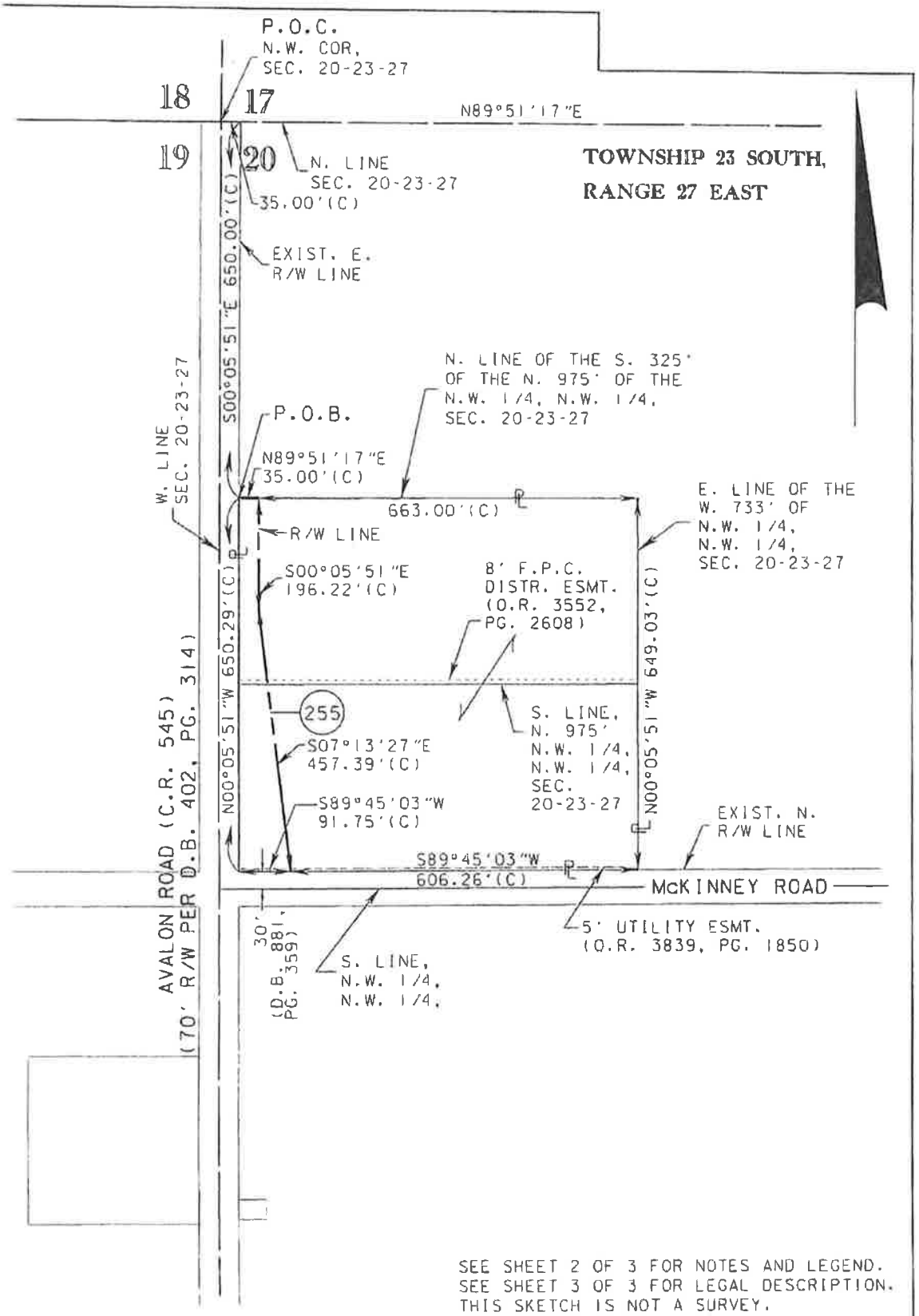
A portion of the Northeast 1/4 of the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence run S.89°47'03"W. 35.00 feet along the North line of said Section 19 to a point on the existing West right of line of Avalon Road (C.R.545); thence departing said section line, run S.00°05'51"E. 890.08 feet along said West right of way line for a POINT OF BEGINNING; thence continue along said West right of way line S.00°05'51"E. 410.21 feet to the existing North right of way line of McKinney Road; thence departing said West right of way line, run S.89°53'37"W. 105.61 feet along said North right of way line; thence departing said North right of way line, run N.00°06'23"W. 17.00 feet; thence run N89°53'37"E. 80.60 feet; thence run N.00°05'45"W. 278.57 feet; thence run N.07°21'24"E. 115.62 feet; thence run N.89°54'09"E. 10.00 feet to the POINT OF BEGINNING.

Containing 10,767 square feet, more or less.

July 8, 2003

SHEET 3 OF 3



SEE SHEET 2 OF 3 FOR NOTES AND LEGEND.
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.
THIS SKETCH IS NOT A SURVEY.

RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	JEAN PIERRE LAURIOUT	Proj. No. 75320-6460-653
			Parcel No. 255

REGISTERED LAND SURVEYOR NO. 5221

DRMP PROJECT NO. 97-0073.002	SHEET 1 OF 3		DATE: 06/26/03	SKETCH PREPARED BY
			SCALE: 1"=200'	DRMP ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
TAKE	DRH	5/22/03	CHECKED: AAS	1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0594
REVISION	BY	DATE	DRAWN: MFR	

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OF RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C)	= CALCULATED	℄	= PROPERTY LINE
COR.	= CORNER	R	= RADIUS
D.B.	= DEED BOOK	R/W	= RIGHT OF WAY
°	= DEGREE	"	= SECOND
E.	= EAST	SEC.	= SECTION
ESMT.	= EASEMENT	S.	= SOUTH
EXIST.	= EXISTING	W.	= WEST
F.P.C.	= FLORIDA POWER CORPORATION	No.	= NUMBER
'	= MINUTE/FEET	DISTR.	= DISTRIBUTION
N.	= NORTH	C.R.	= COUNTY ROAD
O.R.	= OFFICIAL RECORD BOOK	PROJ.	= PROJECT
PG.	= PAGE		
P.O.B.	= POINT OF BEGINNING		
DRMP	= DYER, RIDDLE, MILLS & PRECOURT, INC.		
P.O.C.	= POINT OF COMMENCEMENT		
INC.	= INCORPORATED		

PARCEL NO. 255

SKETCH PREPARED BY:

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

SHEET 2 OF 3
SEE SHEET 1 OF 3 FOR SKETCH.
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 255

RIGHT OF WAY
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the Northwest 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 20; thence run N.89°51'17"E. along the North line of said Section 20 a distance of 35.00 feet to an intersection with the existing East right of way line of Avalon Road (C.R. 545); thence departing said North line of Section 20, run S.00°05'51"E. along said East right of way line a distance of 650.00 feet for a POINT OF BEGINNING, said point also being a point on the North line of the South 325 feet of the North 975 feet of the Northwest 1/4 of the Northwest 1/4 of said Section 20; thence departing said right of way line, run N.89°51'17"E. along said North line of the South 325 feet of the North 975 feet of the Northwest 1/4 of the Northwest 1/4 of Section 20 a distance of 35.00 feet; thence departing said North line, run S.00°05'51"E. 196.22 feet; thence S.07°13'27"E. 457.39 feet to the existing North right of way line of McKinney Road; thence run S.89°45'03"W. along said North right of way line a distance of 91.75 feet to an intersection with the aforesaid existing East right of way line of Avalon Road; thence departing said North right of way line of McKinney Road, run N.00°05'51"W. along said East right of way line of Avalon Road a distance of 650.29 feet to the POINT OF BEGINNING.

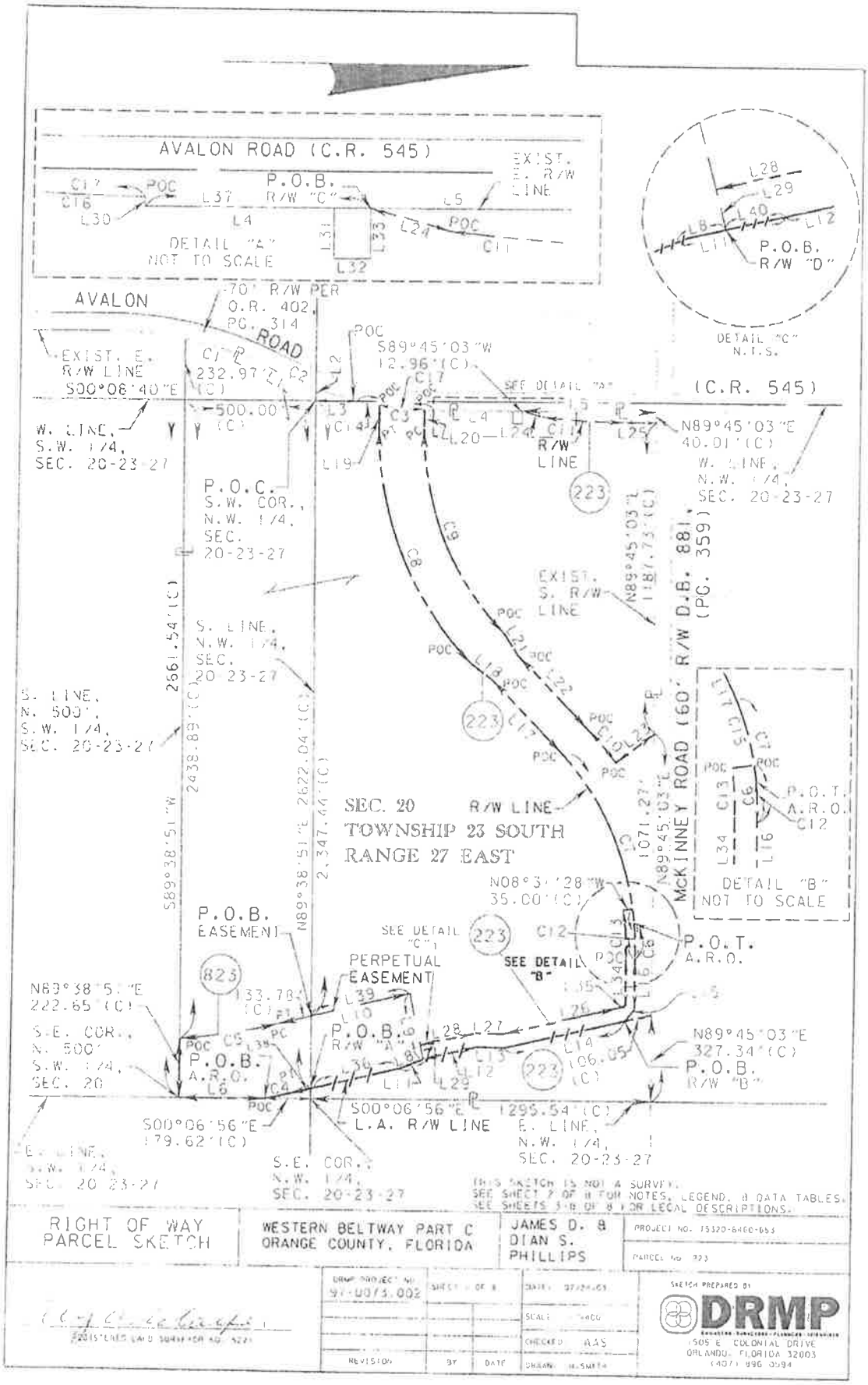
Containing 0.818 acres, more or less.

June 26, 2003

SHEET 3 OF 3

COMPOSITE EXHIBIT "B"

LEGAL DESCRIPTIONS OF
RETENTION POND PROPERTY FROM CFX TO ORANGE COUNTY



Composite Exhibit B, Page 1 of 7

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293
2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.
3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.
4. THIS SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.
5. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LEGEND:

(C)	CALCULATED
C.B.	CHORD BEARING
COR.	CORNER
C.R.	COUNTY ROAD
°	DEGREE
Δ	DELTA
℄	LAST
ESMT.	EASEMENT
EXIST.	EXISTING
F.P.C.	FLORIDA POWER CORPORATION
L.A.	LIMITED ACCESS
'	MINUTE/FEET
N.	NORTH
N.T.S.	NOT TO SCALE
PG.	PAGE
O.R.	OFFICIAL RECORD
P.C.B.	POINT OF BEGINNING
P	PROPERTY LINE
R	RADIUS
R/W	RIGHT OF WAY
"	SECOND
SEC.	SECTION
S.	SOUTH
W.	WEST
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
POC	POINT ON CURVE
A.R.O.	ACCESS RIGHTS ONLY
P.O.T.	POINT OF TERMINATION
O.A.	OVERALL

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N25°36'50"E	40.49'(C)
L2	N89°38'51"E	95.97'(C)
L3	N00°05'51"W	183.20'(C)
L4	N00°05'51"W	282.90'(C)
L5	N00°05'51"W	513.67'(C)
L6	N00°06'56"W	320.38'(C)
L7	N13°01'24"W	348.63'(C)
L8	N22°06'59"W	92.27'(C)
L9	N78°20'16"E	257.42'(C)
L10	S13°33'21"E	519.42'(C)
L11	N22°06'59"W	10..27'(C)
L12	N13°01'34"W	200.00'(C)
L13	N01°00'37"E	101.08'(C)
L14	N13°01'34"W	47..78'(C)
L15	N50°27'21"W	58.49'(C)
L16	S89°42'32"W	19..23'(C)
L17	S46°12'28"W	387.26'(C)
L18	S37°40'37"W	10..12'(C)
L19	N90°00'00"W	88.71'(C)
L20	S90°00'00"E	12.43'(C)
L21	N57°31'03"E	10..98'(C)
L22	N46°12'28"E	397.26'(C)
L23	N37°10'52"W	193.84'(C)
L24	S15°33'51"W	78.45'(C)
L25	S00°05'45"E	124.66'(C)
L26	N13°01'34"W	446.38'(C)
L27	N01°00'37"E	103.27'(C)
L28	N13°24'58"W	214.17'(C)
L29	S78°20'16"W	55.03'(C)
L30	N89°54'15"E	2.01'(C)
L31	N89°45'03"E	48.00'(C)
L32	N00°05'51"W	35.00'(C)
L33	S89°45'03"W	48.00'(C)
L34	S89°42'32"W	179.21'(C)
L35	N13°01'34"W	35.59'(C)
L36	N13°01'34"W	348.63'(C)
L37	N00°05'51"W	317.90'(C)
L38	N13°01'34"W	37.30'(C)
L39	N13°37'21"W	385.65'(C)
L40	S22°06'59"E	9.00'(C)

CURVE DATA TABLE

CURVE	DELTA	LENGTH	RADIUS	CH. BEARING
C1	13°50'05"(RT.)	330.16'(C)	1367.30'	N18°41'47"W
C2	06°36'08"(RT.)	165.12'(C)	1433.00'	N22°18'46"E
C3	06°49'56"(LT.)	170.80'(C)	1433.00'	N05°28'06"E
C4	01°47'20"(LT.)	86.5 '(C)	2770.79'	N12°07'54"W
C5	08°25'56"(RT.)	374.80'(C)	2546.65'	S08°24'21"E
C6	07°05'11"(LT.)	38.32'(C)	1123.25'	S87°46'52"W
C7	43°42'24"(LT.)	853.58'(C)	1123.25'	S89°33'16"W
C8	43°47'32"(RT.)	986.8 '(C)	1291.23'	S89°06'14"W
C9	43°47'32"(LT.)	856.97'(C)	1121.23'	N89°06'14"E
C10	07°27'23"(RT.)	67.37'(C)	1236.09'	N49°05'26"E
C11	06°52'12"(RT.)	314.33'(C)	2621.48'	S03°20'21"W
C12	09°50'56"(LT.)	193.08'(C)	1123.25'	S86°24'00"W
C13	09°54'02"(LT.)	188.05'(C)	1088.27'	S86°25'18"W
C14	03°20'10"(LT.)	83.44'(C)	1433.00'	N10°33'09"E
C15	33°41'29"(RT.)	660.50'(C)	1123.25'	N64°37'48"E
C16	02°08'53"(LT.)	53.73'(C)	1433.00'	N00°58'42"E
C17	12°18'59"(LT.)	308.04'(C)	1433.00'	N06°03'45"E

SHEET 2 OF 8

SKETCH PREPARED BY
DRMP
1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 223

RIGHT OF WAY "D"
(ESTATE: FEE SIMPLE)

LEGAL DESCRIPTION

A portion of the West 1/2 of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows.

Commence at the Southwest corner of the Northwest 1/4 of said Section 20; thence run N.89°38'51"E. 2622.04 feet along the South line of said Northwest 1/4 of Section; thence departing said South line of the Northwest 1/4 of said Section 20, run N.13°01'34"W. a distance of 348.63 feet; thence run N.22°06'59"W. a distance of 92.27 feet for a POINT OF BEGINNING; thence S.78°20'16"W. a distance of 55.03 feet; thence N.13°24'58"W. a distance of 214.17 feet; thence N.01°00'37"E. a distance of 103.27 feet; thence N.13°01'34"W. a distance of 446.38 feet; thence N.13°01'34"W. a distance of 33.59 feet; thence S.89°42'32"W. a distance of 179.21 feet to a point on a non-tangent curve, concave Southeasterly, having radius of 1088.27 feet and a central angle of 09°54'02"; thence run Southwesterly along said curve an arc distance of 188.05 feet from a chord bearing of S.86°25'18"W. to a point on said curve; thence departing said curve run N.08°31'28"W. a distance of 35.00 feet to a point on a non-tangent curve, concave Southeasterly, having a radius of 1123.25 feet and a central angle 09°50'56"; thence run Northeasterly along said curve an arc distance of 193.08 feet from a chord bearing of N.86°24'00"E. to a point on said curve; thence departing said curve run N.89°42'32"E. a distance of 191.23 feet; thence run S.50°27'21"E. a distance of 58.49 feet; thence run S.13°01'34"E. a distance of 471.78 feet; thence S.01°00'37"W. a distance of 103.08 feet; thence S.13°01'34"E. a distance of 200.00 feet; thence S.22°06'59"E. a distance of 9.00 feet to the POINT OF BEGINNING.

Containing 1.320 acres, more or less.

July 24, 2003

SHEET 7 OF 8

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 823

PERPETUAL EASEMENT "A"

LEGAL DESCRIPTION

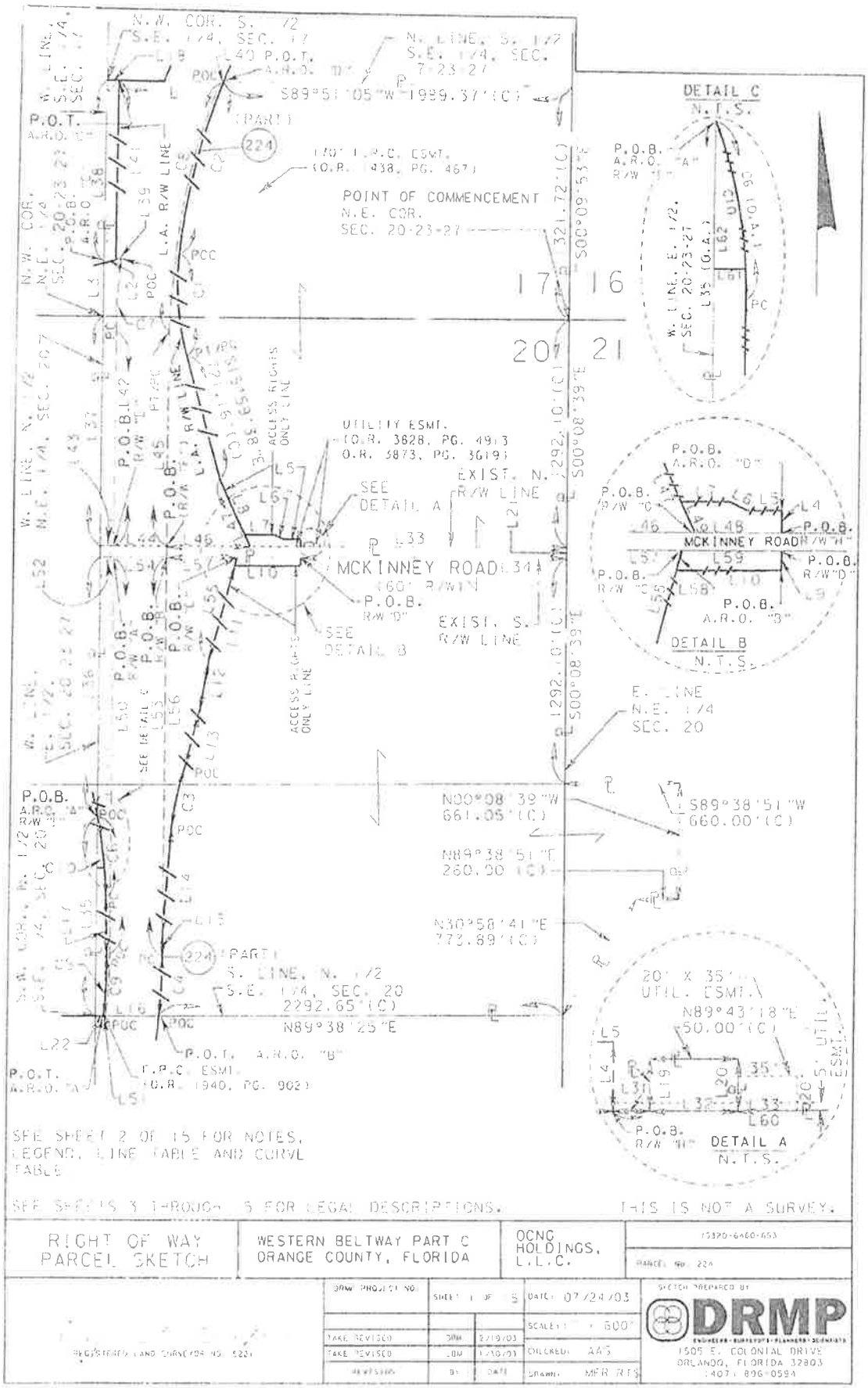
A portion of the West 1/2 of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows.

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 20; thence run N.89°38'51"E. along the South line of said Northwest 1/4 of Section 20 a distance of 2347.44 feet for a POINT OF BEGINNING; thence departing said South line of the Northwest 1/4 of Section 20, run N.13°37'21"W. a distance of 385.65 feet; thence N.78°20'16"E. a distance of 257.42 feet; thence S.22°06'59"E. a distance of 92.27 feet; thence run S.13°01'34"E. a distance of 445.93 feet to the point of curvature of a curve to the right, concave Southwesterly, having a radius of 2770.79 feet and a central angle of 01°47'20"; thence run Southeasterly along the arc of said curve a distance of 86.51 feet to a point on said curve said point also being a point on the East line of the Southwest 1/4 of said Section 20; thence run S.00°06'56"E. 320.38 feet along said East line of the Southwest 1/4 to the Southeast corner of the North 500 feet of the Southwest 1/4 of said Section 20; thence departing said East line, run along the South line of the North 500 feet of the Southwest 1/4 of said Section 20, S.89°38'51"W. a distance of 222.65 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 2546.65 feet and a central angle of 08°25'56"; thence run Northwesterly along said curve an arc distance of 374.80 feet from a chord bearing of N.09°24'23"W. to a point of tangency; thence N.13°37'21"W. a distance of 133.77 feet to the POINT OF BEGINNING.

Containing 5.460 acres, more or less.

July 24, 2003

SHEET 8 OF 8



RIGHT OF WAY PARCEL SKETCH	WESTERN BELTWAY PART C ORANGE COUNTY, FLORIDA	OCNC HOLDINGS, L.L.C.	(5)20-6460-653 PARCEL NO. 224

REGISTERED LAND SURVEYOR NO. 5221	DRMP PROJECT NO.	SHEET 1 OF 5	DATE: 07/24/03	SKETCH PREPARED BY: DRMP ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS 1505 E. COLONIAL DRIVE ORLANDO, FLORIDA 32803 (407) 896-0594
			SCALE: 1" = 600'	
	TAKE REVISED	DRM	3/19/03	
	TAKE REVISED	DRM	1/30/03	CHECKED: AAS
	NO. REVISION	BY	DATE	DRAWN: MER RFS

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, DATUM IS NAD83, ADJUSTMENT OF 1990, BASED ON A LINE BETWEEN G.P.S. MONUMENT NO. 504 AND G.P.S. MONUMENT NO. 509, BEARING S89°59'50"E, MEAN SCALE FACTOR: 0.99997293

2. THIS PROPERTY IS SUBJECT TO EASEMENTS, ENCUMBRANCES AND RIGHTS OF WAY OF RECORD, IF ANY.

3. NOT VALID WITHOUT SURVEYOR'S ORIGINAL SIGNATURE AND RAISED SEAL.

4. THIS IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD.

5. NO TITLE INFORMATION WAS PROVIDED TO THIS SURVEYOR, NOR DID THIS SURVEYOR ABSTRACT THESE LANDS.

6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°51'05"E	591.04'(C)
L2	N75°41'29"E	67.18'(C)
L3	N00°08'25"W	299.62'(C)
L4	S00°17'28"E	45.52'(C)
L5	N89°42'32"E	100.00'(C)
L6	S63°43'31"E	55.90'(C)
L7	N89°42'32"E	169.38'(C)
L8	S24°56'35"E	340.55'(C)
L9	S00°17'28"E	46.48'(C)
L10	S89°42'32"W	372.37'(C)
L11	S14°33'27"W	560.14'(C)
L12	S09°47'37"W	301.04'(C)
L13	S14°33'27"W	332.34'(C)
L14	S03°53'04"W	608.60'(C)
L15	S00°06'56"E	122.15'(C)
L16	S89°38'25"W	301.42'(C)
L17	N01°39'18"W	328.88'(C)
L18	N89°51'05"E	65.57'(C)
L19	N00°06'56"W	30.00'(C)
L20	S00°06'56"E	30.00'(C)
L21	S00°08'39"E	60.00'(C)
L22	S89°38'25"W	47.29'(C)
L30	S00°06'56"E	66.25'(C)
L31	S89°43'18"W	21.32'(C)
L32	S89°43'18"W	50.00'(C)
L33	S89°43'18"W	1442.55'(C)
L34	S89°43'18"W	1513.71'(C)
L35	N00°06'56"W	1142.81'(C)

LINE TABLE

LINE	BEARING	DISTANCE
L36	N00°06'56"W	1475.16'(C)
L37	N00°06'56"W	1295.54'(C)
L38	N00°08'25"W	1024.67'(C)
L39	N75°41'29"E	31.97'(C)
L40	N89°51'05"E	3.35'(C)
L41	N00°06'56"W	1008.24'(C)
L42	N00°06'56"W	1211.55'(C)
L43	S89°43'18"W	75.00'(C)
L44	S89°43'18"W	300.00'(C)
L45	S00°06'56"E	1210.70'(C)
L46	S89°43'18"W	474.64'(C)
L47	S24°56'35"E	418.07'(C)
L48	S89°43'18"W	287.04'(C)
L49	N24°56'35"W	77.52'(C)
L50	S00°06'56"E	2263.29'(C)
L51	S89°38'25"W	10.54'(C)
L52	N89°43'18"E	75.00'(C)
L53	S00°06'56"E	2264.14'(C)
L54	N89°43'18"E	300.00'(C)
L55	S14°33'27"W	608.31'(C)
L56	N00°06'56"W	2142.00'(C)
L57	N89°43'18"E	401.84'(C)
L58	N14°33'27"E	48.17'(C)
L59	N89°43'18"E	360.03'(C)
L60	S89°43'18"W	1513.87'(C)
L61	S89°38'51"W	43.74'(C)
L62	N00°06'56"W	320.38'(C)

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING
C1	21°37'35"	582.41'(C)	1543.02'	S05°10'50"E
C2	15°39'03"	998.93'(C)	3656.94'	S13°27'29"W
C3	10°40'23"	337.19'(C)	1810.14'	S11°45'48"W
C4	05°06'25"	353.83'(C)	3969.72'	S02°26'16"W
C5	05°07'06"	354.18'(C)	3964.73'	N01°55'19"E
C6	09°34'55"	463.38'(C)	2770.79'	N06°26'46"W
C7	05°53'14"	408.42'(C)	3969.72'	N02°49'54"E
C8	22°34'09"	1445.53'(C)	3669.72'	S11°10'08"W
C9	05°32'45"	355.20'(C)	3669.72'	S02°39'26"W
C10	06°41'12"	323.36'(C)	2770.79'	S07°53'38"E

LEGEND:

(C) = CALCULATED	P.O.B. = POINT OF BEGINNING	UTIL. = UTILITY
C.B. = CHORD BEARING	℄ = PROPERTY LINE	
COR. = CORNER	R = RADIUS	
° = DEGREE	R/W = RIGHT OF WAY	
Δ = DELTA	" = SECOND	
E. = EAST	SEC. = SECTION	
ESMT. = EASEMENT	S. = SOUTH	
EXIST. = EXISTING	W. = WEST	
F.P.C. = FLORIDA POWER CORPORATION	PC = POINT OF CURVATURE	
	PCC = POINT OF COMPOUND CURVATURE	
L = ARC LENGTH	POC = POINT ON CURVE	
L.A. = LIMITED ACCESS	A.R.O. = ACCESS RIGHTS ONLY	
' = MINUTE/FEET	P.O.T. = POINT OF TERMINATION	
N. = NORTH	O.A. = OVERALL	
N.T.S. = NOT TO SCALE	SEE SHEET OF 15 FOR SKETCH AND SHEETS 3 THROUGH 15 FOR LEGAL DESCRIPTIONS.	
PG. = PAGE		
O.R. = OFFICIAL RECORD		

PARCEL NO. 224

SKETCH PREPARED BY

DRMP

1505 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32803
(407) 896-0594

SHEET 2 OF 15

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
STATE ROAD 429
SECTION 75320-6460-653

PARCEL 224 **RIGHT OF WAY "I"**

LEGAL DESCRIPTION

A portion of the East 1/2 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Section 20, Township 23 South, Range 27 East, Orange County, Florida; thence run S.00°08'39"E. along the East line of the Northeast 1/4 of said Section 20 a distance of 1352.10 feet to a point on the existing South right of way line of McKinney Road (as now established); thence departing said East line of the Northeast 1/4 of Section 20, run S.89°43'18"W. along said existing South right of way line of McKinney Road a distance of 2650.58 feet to a point on the West line of the East 1/2 of said Section 20; thence run S.00°06'56"E. along said West line of the East 1/2 a distance of 1475.16 feet for a POINT OF BEGINNING said point also being a point on a curve concave Southwesterly, having a radius of 2770.79 feet and a central angle of 06°41'12"; thence departing said West line of the East 1/2, from a chord bearing of S.07°53'38"E., run Southeasterly along the arc of said curve a distance 323.36 feet to a point on said curve; thence run S.89°38'51"W. 43.74 feet to a point on the aforesaid West line of the East 1/2 of Section 20; thence run N.00°06'56"W. along said West line of the East 1/2 a distance of 320.38 feet to the POINT OF BEGINNING.

Containing 8023 square feet, more or less.

July 24, 2003

SHEET 11 OF 15

COMPOSITE EXHIBIT "C"

LEGAL DESCRIPTIONS OF
RIGHT OF WAY PROPERTY FROM ORANGE COUNTY TO CFX

SKETCH OF DESCRIPTION

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

Legal Description

A parcel of land lying in the northeast 1/4 of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the northeast 1/4 said Section 20; thence S00°06'56"E along the west line of said northeast 1/4 for 1295.54 feet to a point on the north line of the existing right-of-way for McKinney Road as shown on the Orlando-Orange County Expressway Authority (OOCEA) right-of-way map, Project Number 75320-6460-653, dated 10/01/02; thence run N89°43'18"E along said North line for 75.00 feet the POINT OF BEGINNING; thence continue N89°43'18"E along said north line for 300.00 feet; thence S00°06'56"E for 60.00 feet to a point on the south line of the existing right-of-way for McKinney Road; thence S89°43'18"W along said south line for 300.00 feet; thence N00°06'56"W for 60.00 feet to the POINT OF BEGINNING.

Containing 0.413 acres, more or less.

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

JACK VANCE CARPER
CERTIFICATE
NO. 3598
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

THIS IS NOT A SURVEY

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

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

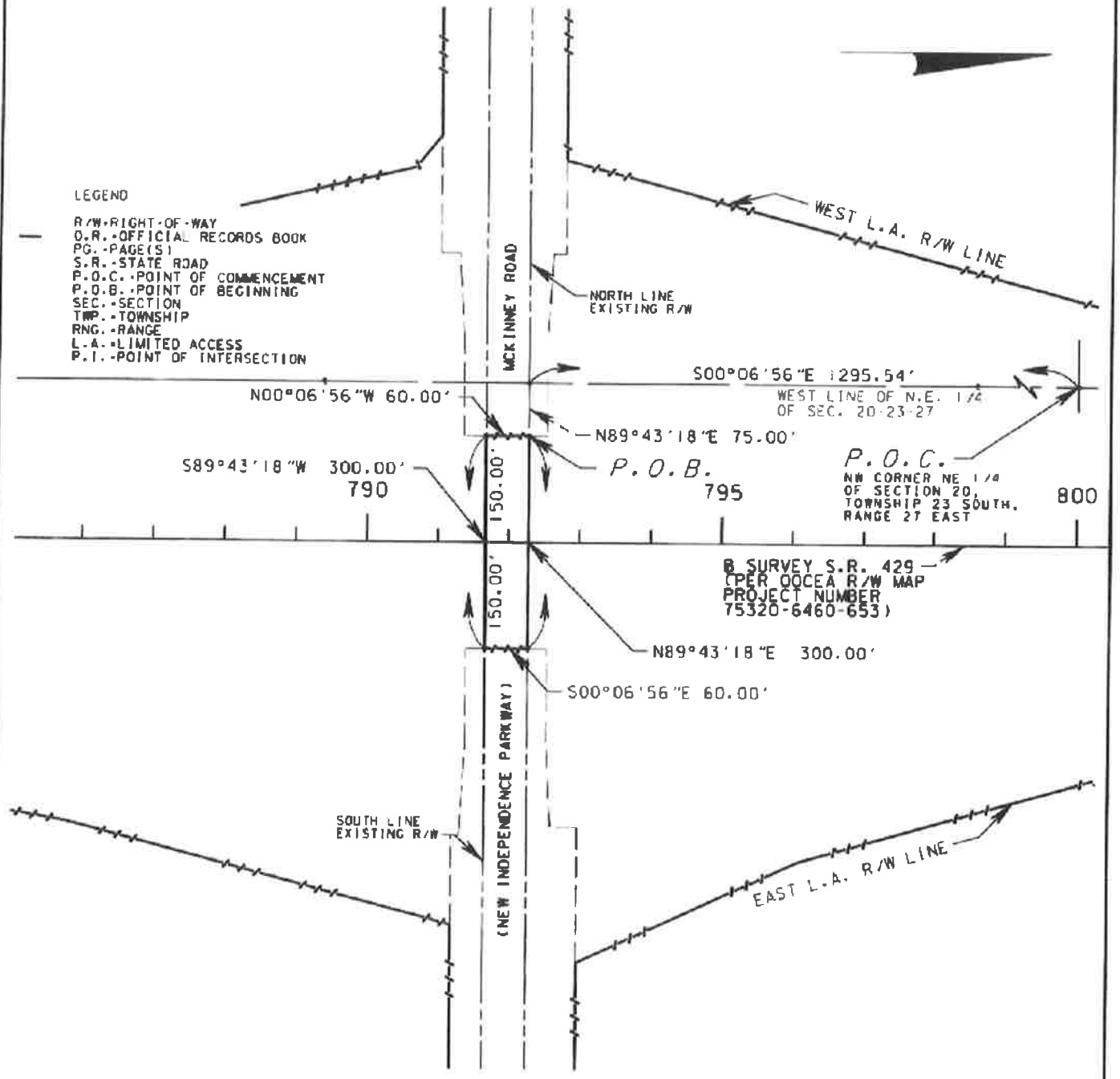
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Date: 10/18/12
Scale: N/A
Job No.: 100002756
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet 1 of 2

S:\OTTFAS\SR429 Easements\OOCEA\SR 429 McKinney SOO.dgn 03 MAR 2016 18:51

SKETCH OF DESCRIPTION

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



THIS IS NOT A SURVEY

ATKINS
482 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 S00°06'56"E.

Date: 10/18/12
Scale: 1" = 200'
Job No.: 100002756
F.B.: N/A
Drawn By: VS
Ckd. By: JMC
Sheet 2 of 2

S:\ODOA\SR429 Easements\ODN\SR 429 McKinney SDO.dgn 23-MAR-2016 18:51

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.

JACK VANCE CARPER
CERTIFICATE
NO. 3598
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

THIS IS NOT A SURVEY

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

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

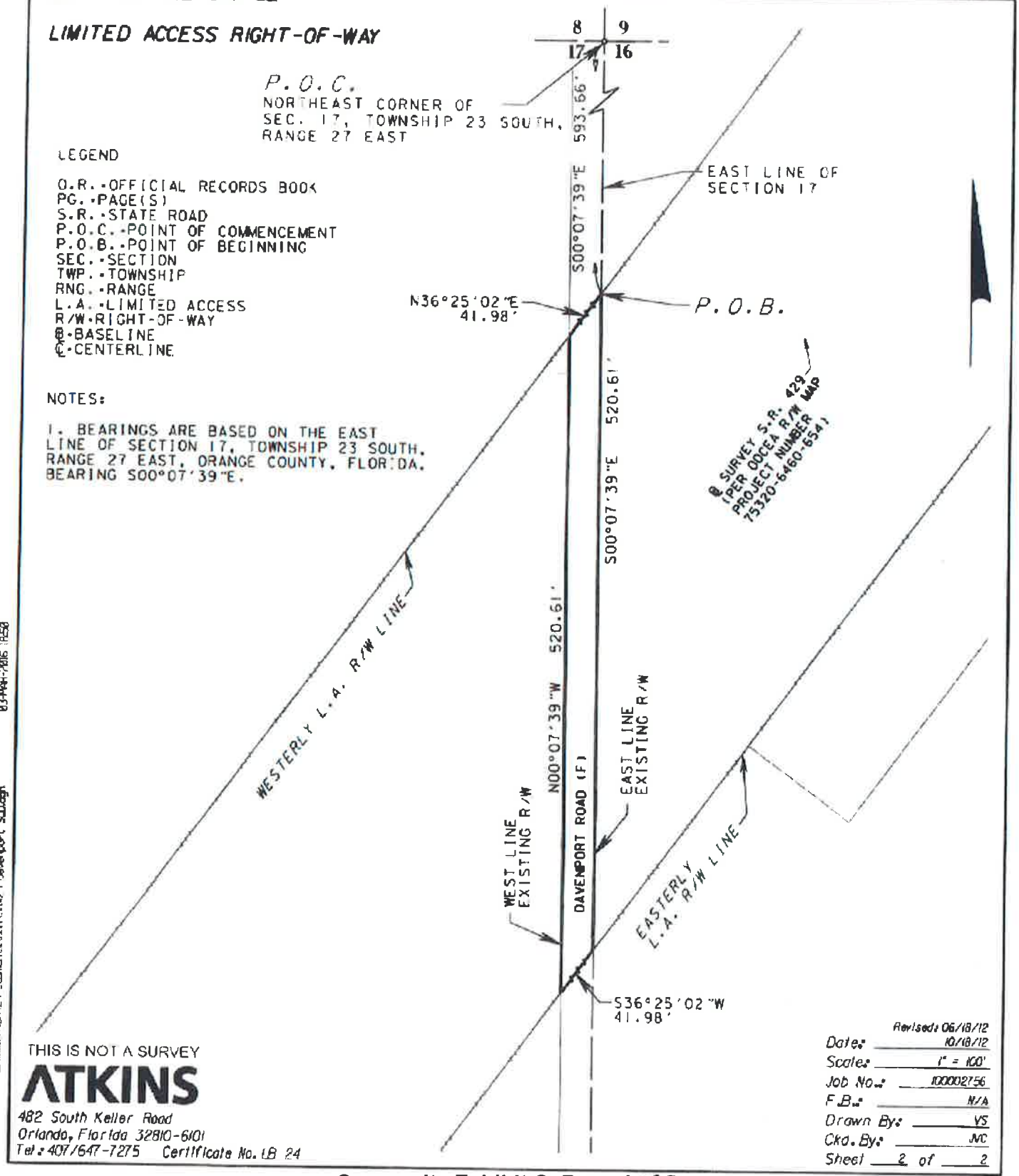
Revised: 05/18/12
Date: 10/18/12
Scale: N/A
Job No.: 100002756
F.B.: N/A
Drawn By: VS
Ckd. By: JVC
Sheet 1 of 2

S:\DOCS\SR429 Easements\OOCEA\SR429 Davenport STD.dgn 03-MAR-2016 13:59

SKETCH OF DESCRIPTION

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

LIMITED ACCESS RIGHT-OF-WAY



LEGEND

O.R. - OFFICIAL RECORDS BOOK
PG. - 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
℄ - BASELINE
℄ - CENTERLINE

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 17, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEARING S00°07'39"E.

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: VS
Chk. By: JVC
Sheet 2 of 2

S:\OOCEA\SR429 Easement\DRAWINGS\SR429 Davenport SKD.dgn 8/14/2012 10:58:58 AM

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.

EXHIBIT "D"

Prepared By:
Linda S. Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

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

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date of execution below, by **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 ("GRANTOR") and **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("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, to-wit:

SEE ATTACHED COMPOSITE EXHIBIT "A"

Property Appraiser's Parcel Identification Number:
Not Assigned

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.

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

SUBJECT TO the covenants, conditions, restrictions, and reservations which are set forth below:

a) GRANTOR reserves unto itself, its successors and assigns, all rights of ingress, egress, light, air, and view to, from, or across any State Road (SR) 429 right-of-way property which may otherwise accrue to any property adjoining said right of way.

b) GRANTOR reserves unto itself, its successors and assigns, all existing limited-access rights of ingress, egress, light, air, and view to, from, or across the property described in **Composite Exhibit "A."**

c) GRANTEE has no rights of ingress, egress, or access to SR 429 from the GRANTEE's property, nor does GRANTEE have any rights of light, air or view from SR 429 bridges.

d) GRANTOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right and easement for SR 429 bridges over County Roads above the surface of the real property, including SR 429 bridges over Avalon Road, Old YMCA Road, Porter Road, Tiny Road, and Tilden Road, which right and easement includes the right to construct, operate, improve, expand, maintain, repair and replace from time to time.

e) 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 hereinafter described real property, so as not to interfere with or impede the Expressway Bridges.

f) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns, to prevent any use of the hereinafter described real property which would interfere with one or more SR 429 bridges, or otherwise constitute a hazard for any SR 429 bridge.

g) GRANTOR and GRANTEE expressly agree for themselves, their successors and assigns that if the County no longer uses the property for County right-of-way purposes, then CFX has a right of first refusal to acquire all right, title, and interest to the aforesaid property at no cost. COUNTY grants, transfers, and delivers to CFX a right of first refusal to acquire all right, title, and interest to the aforesaid property at no cost to CFX. COUNTY shall give CFX at least 180 days written notice of the occurrence of events that give rise to CFX's right of first refusal and provide CFX with an opportunity to respond.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

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

Signed, sealed, and delivered
in the presence of:

First Witness:

_____
Signature

_____
Print Name

Second Witness:

ATTEST:_____
Darleen Mazzillo,
Executive Assistant

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

BY:_____
WELTON CADWELL, CHAIRMAN

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Welton Cadwell, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [ ] OR Produced Identification [ ], Type:_____

EXHIBIT "E"

Prepared By:
Linda S. Brehmer Lanosa, Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Reserved for Recording

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

This deed is exempt from Florida documentary stamp tax under Department of Revenue Rules 12B-4.002(4)(a), 12B-4.014(10), F.A.C., and Section 201.02(6), Florida Statutes.

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of the date signed, by **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 ("GRANTOR") and **ORANGE COUNTY,** a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 ("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, to-wit:

SEE ATTACHED COMPOSITE EXHIBIT "B"

Property Appraiser's Parcel Identification Number:
Not Assigned

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.

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

SUBJECT TO the covenants, conditions, restrictions, and reservations which are set forth below:

a) GRANTOR reserves unto itself, its successors and assigns, 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.

b) GRANTOR reserves unto itself, its successors and assigns, all existing limited-access rights of ingress, egress, light, air, and view to, from, or across the property described in **Composite Exhibit "B."**

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its duly authorized representative.

Signed, sealed, and delivered
in the presence of:

First Witness:

_____
Signature

_____
Print Name

Second Witness:

ATTEST:_____
Darleen Mazzillo,
Executive Assistant

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

BY:_____
WELTON CADWELL, CHAIRMAN

Date: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Welton Cadwell, as Chairman of the Central Florida Expressway Authority.

NOTARY PUBLIC

Signature: _____
Signature of Notary Public - State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known [ ] OR Produced Identification [ ], Type:_____

EXHIBIT "F"

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
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

_____
Printed Name

CONSENT AGENDA ITEM

#14

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 20, 2016

RE: Approval of Contract Renewal with
Southern Aquatic Management, Inc. for Aquatic Vegetation control
Contract No. 001003

Board approval is requested for the third renewal of the referenced contract with Southern Aquatic Management, Inc., in the amount of $209,720.00 for a one year period beginning October 7, 2016 and ending on October 6, 2017. The original contract was one year with four one-year renewals.

Original Contract Amount	$148,520.00
First Renewal	$148,520.00
Second Renewal	$209,719.47
Third Renewal	$209,720.00
Total	$716,479.47

The services to be provided by Southern Aquatic Management, Inc. under this renewal include application of aquatic herbicide to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408, S.R. 417, S.R. 528, S.R. 429, and S.R. 414.

Reviewed by:
Claude Miller
Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of August, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Southern aquatic Management, Inc., herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby CFX retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, CFX and Contractor wish to enter into the third renewal 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 third renewal of said Original Agreement beginning the 7th day of October, 2016 and ending the 6th day of October, 2017 at the cost of $209,720.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services renders under the second Contract renewal ending October 6, 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 second renewal of the Contract ending October 6, 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.

CONTRACTOR

BY: _____
Authorized Signature

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Legal Approval as to Form

_____
General Counsel for CFX

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001003

21 SEP '15 PM12:18

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 10th day of September, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the second renewal of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a second renewal of said Original Agreement beginning the 7th day of October, 2015, and ending the 6th day of October, 2016, at the cost of $209,719.47, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending October 6, 2015, the 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 of the Contract ending October 6, 2015.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement except as modified by the attached Exhibit A.

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 AQUATIC MANAGEMENT, INC.

BY: _____
Authorized Signature

Print Name: AARON CHURCH

Title: PRESIDENT

Witness (1) Wendy McLane

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
9/21/15
SIGNATURE / DATE

10 SEP '14 AM11:22

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001003

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 14th day of August, 2014, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Southern Aquatic Management, Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated October 3, 2013, with a Notice to Proceed date of October 7, 2013, whereby the Authority retained the Contractor to perform aquatic vegetation control; and

WHEREAS, pursuant to Article 5.5 of the General Specifications for the Original Agreement, Authority and Contractor wish to enter into the first renewal of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 7th day of October, 2014, and ending the 6th day of October, 2015, at the cost of $148,520.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending October 6, 2014, the 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 Contract ending October 6, 2014.

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

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

SOUTHERN AQUATIC MANAGEMENT, INC.

BY: _____
Authorized Signature

Print Name: AARON CHURCH

Title: PRESIDENT

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

RECEIVED
CONTRACTS DEPT
9/15/14
SIGNATURE / DATE

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
SOUTHERN AQUATIC MANAGEMENT, INC.

AQUATIC VEGETATION CONTROL

CONTRACT NO. 000938
CONTRACT DATE: OCTOBER 3, 2013
CONTRACT AMOUNT: $148,520.00

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA, PROPOSAL AND FORMS

CONTRACT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, ADDENDA,

PROPOSAL AND FORMS

FOR

AQUATIC VEGETATION CONTROL
CONTRACT NO. 000938

October 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

Executive Director

Max Crumit, P.E.

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CONTRACT

This Contract No. 000938 (the "Contract"), made this 3rd day of October, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, hereinafter called the AUTHORITY and SOUTHERN AQUATIC MANAGEMENT, INC., 1980 Dolgner Place, Suite 1048, Sanford, Florida 32771, 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 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 the AUTHORITY, 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 maintenance of all items associated with Contract No. 000938, for Aquatic Vegetation Control, as detailed in the Contract Documents and any addenda or modifications thereto. The Contract time will be 365 calendar days with renewal options. The Contract Amount is $148,520.00. This Contract was awarded by the Authority's Board of Directors at its meeting on October 3, 2013.

The Contract Documents consist of:

1. The Contract,
2. The Addenda, modifying the Scope of Services, General Specifications or other Contract Documents,
3. The Scope of Services,
4. The General Specifications,
5. The applicable sections of the FDOT Design Standards, January 2012 edition, as may be amended or supplemented, and
6. The Proposal.

In consideration of the foregoing premises, the AUTHORITY 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.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: 10/4/13

SOUTHERN AQUATIC MANAGEMENT, INC.

By: _____

Print Name: AARON CHURCH

PRESIDENT
Title

ATTEST: _____ (Seal)

DATE: 9/12/13

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AQUATIC VEGETATION CONTROL
CONTRACT NO. 000938

GENERAL SPECIFICATIONS

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by the Authority. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to the Authority's Director of Construction and Maintenance or his designated representative.

2. CONTROL OF THE WORK

2.1 AUTHORITY'S DIRECTOR OF CONSTRUCTION AND MAINTENANCE

All work shall be subject to review and acceptance by the Authority's Director of Construction and Maintenance (or such other person designated by the Director of Construction and Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. The Authority's Director of Construction and Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "Authority" or "Director of Construction and Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the Landscape Supervisor or other individual or entity identified by the Authority.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though

occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda
3. Scope of Services
4. General Specifications

2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT

The Authority will make final payment to the Contractor after the Work is finally accepted by Authority's Director of Construction and Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished the Authority with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by the Authority for the completion of the Contract or release of the Work.

2.4 OTHER WORK

If activities by the Authority or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3. OTHER REQUIREMENTS

3.1 VENUE, LAW

The Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any judicial proceedings arising out of the Contract shall be in Orange County, Florida.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

The Contractor shall further be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract unit prices for the items of work in the Contract.

No work shall be performed under the provisions of the Contract on any properties outside the limits of the Authority-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the Authority nor relieve the Contractor of its liabilities.

The Contractor must provide a notarized affidavit to the Authority that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. No payment will be made to the Contractor until the required proof of registration is on file with the Authority.

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Authority's Director of Construction and Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the Director of Construction and Maintenance.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.5 INDEMNITY

The Contractor shall indemnify, defend and hold harmless the Authority, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). 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 one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from the Authority to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

3.6 GENERAL LIABILITY INSURANCE

The Contractor shall carry and keep in force during the period of the Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida. The CGL Policy shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent for the services and work to be rendered in accordance with this Contract. Such policy or policies shall be carried without deductible and shall (a) include the Authority, and such other parties the Authority shall designate, as additional insured, utilizing an endorsement Form (b) be considered primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations under paragraph 3.5 of these General Conditions, and (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to the Authority from the company providing such insurance. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by Contractor hereunder, the Contractor shall deliver certificates to the Authority as will evidence a renewal or new policy to take the place of the one expiring.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.7 BUSINESS AUTOMOBILE LIABILITY

The Contractor shall carry and keep in force during the period of the Contract a business automobile liability insurance policy or policies with a company or companies authorized to do business in Florida. The business automobile liability insurance policy shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. In the event the Contractor does not own automobiles the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.8 WORKER'S COMPENSATION INSURANCE

The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all Contractor employees. The Contractor shall ensure that the employees of a subcontractor (if any) are covered by Worker's Compensation Insurance which is in accordance with the Laws of the State of Florida.

Certificates of such insurance shall be filed with the Authority at the time of Contract execution.

3.9 SAFETY

(1) With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of bidding) is incorporated by reference and made a part of the Contract, and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

(2) The Contractor (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96).

(3) The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.

(4) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or Authority approved equal. Mesh signs shall not be used for work zone signs.

3.10 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by the Authority, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the Authority may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

3.11 AUDIT AND EXAMINATION OF CONTRACT RECORDS AND BID RECORDS

The 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 Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a bid, the 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 Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with the Authority, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision 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.

All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid or a bid proposal to the Authority shall preserve all Bid Records used in determining and submitting the bid for a period of one month after the Authority awards the Contract. The successful bidder (Contractor) shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the project by the Authority, or (ii) until all claims (if any) regarding the Contract are resolved.

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 related to the Contract or the Contractor's performance of the Contract determined necessary by the Authority for any purpose. Bid 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 a bidder in determining labor, unit price, or any other component of a bid submitted to the Authority. Bid Records shall also 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, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by a bidder in determining a bid.

3.12 INVOICES

Invoices for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

4. PROSECUTION AND PROGRESS OF WORK

4.1 PREWORK CONFERENCE

The Director of Construction and Maintenance may call a prework conference prior to Contractor's commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

4.2 BEGINNING WORK

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

4.3 SUBLETTING OF CONTRACTS

The Contractor shall not sublet, assign or otherwise dispose of the Contract or any portion thereof, or of the Contractor's right, title or interest therein without written approval by the Director of Construction and Maintenance. With the Director of Construction and Maintenance's written consent, the Contractor will be permitted to subcontract a portion of the work not to exceed forty-nine percent (49%) of the total Contract Amount.

4.4 STATUS OF WORK

The Contractor shall keep the Authority advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of the Authority. The Authority or Contractor may request and be granted a conference with the other party.

4.5 OPERATIONS

(1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

(2) No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, Independence Day or Labor Day. When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the Director of Construction and Maintenance, or in circumstances of an emergency.

(3) In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Construction and Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

(4) Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

   (i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or

(ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Construction and Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by the Authority.

4.6 SUSPENSION OF WORK

The Authority will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

4.7 DEFAULT AND TERMINATION

(1) The Authority reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of the Authority requires such termination or suspension. In such circumstances, the Authority shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.

(2) If the 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 workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of the Authority reasonably exercised, the Authority may give notice of default in writing to the Contractor stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, the Authority will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, the Authority may take over the work covered by the Contract.

Upon declaration of default and termination of the Contract, the Authority will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, 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 Director of Construction and Maintenance are required for Contract completion. All costs and charges incurred by the 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 be 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 the Authority to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with the Authority's requirements, the Authority may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of the 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.

The Authority shall have no liability for profits related to unfinished work on a Contract terminated for default.

4.8 PREVAILING PARTY ATTORNEY'S FEES

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's work hereunder) results in litigation, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the Authority, failing which the Authority will be deemed the prevailing party in such litigation.

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 the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the Authority (exclusive of interest, costs or expenses) on claims asserted by the Authority against the 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).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the Authority by the Contractor (disputed by the 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 the Authority agreed to pay or offered to pay prior to initiation of litigation shall not be deemed contested claims for purposes of this provision. If the 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 the Contractor's claim(s).

Attorney's 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 the 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 such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines. The term "litigation" shall include arbitration or mediation proceedings.

As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the Authority, and the 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, the Authority and the 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 provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

5. PAYMENT AND BUDGET CONSIDERATIONS

5.1 SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for all costs of the work performed under the Contract.

5.2 REDUCTION OF PAYMENT FOR UNSATISFACTORY SERVICES

If any defined action, duty or service or part required by the Contract or a Work Document is not performed by the Contractor, 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.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by the Authority, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory work) will be withheld by the Authority from any invoice or monthly billing period until such time as the work is determined to be acceptable.

5.3 CERTIFICATION OF PAYMENT TO SUBCONTRACTORS

The Florida Transportation Code, Section 337.11, subsection 8, requires that, prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the contract have received their pro rata share of previous progress payments from the prime contractor for all work completed and materials furnished the previous period. This certification shall be in the form designated by the Authority. The term "subcontractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the Authority and work done under equipment-rental agreements.

On initial payment, the Contractor shall assure that all subcontractors and materials suppliers having an interest in the Contract receive their share of the payments due. The Authority will not make any progress payments after the initial partial payment until the Contractor certifies that he/she has disbursed to all subcontractors and suppliers having an interest in the Contract their pro rata shares of the payment out of previous progress payments received by the Contractor, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Authority and the affected subcontractors and suppliers. Contractor shall execute and submit a Certification of

Disbursement of Previous Payments form, supplied by the Authority, with each payment request after the initial request.

5.4 BUDGET LIMITATIONS

The Contract is governed by budgetary restrictions and the actual reimbursement to the Contractor will be based on the unit prices of the actual amount of work authorized and approved by the Director of Construction and Maintenance. Final reimbursement may be less than the Contract Amount since all quantities are estimated and no quantities are guaranteed.

5.5 RENEWAL OPTION

The Contract has a renewal option. Renewals will be on an annual basis not to exceed two (2) one year renewals, or for a period no longer than the term of the original Contract, whichever period is longer; subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original Contract. Exercise of the renewal option will be made at the discretion and election of the Authority. However, if the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the Authority's unilateral exercise of renewal would be inequitable, then the Contractor may terminate the renewal. If the Contractor elects to terminate the renewal it must do so within five (5) days of the renewal exercise.

5.6 WORK ORDER ALLOWANCE

The Authority has established a work order allowance pay item which is included in the Contract Price. The intent of this allowance is to cover the cost of work not otherwise anticipated, work that may be anticipated but cannot be accurately quantified, and work anticipated following new construction areas. Payment will be made to the Contractor from the Work Order Allowance for additional work activities authorized and accepted by the Director of Construction and Maintenance. Any amount remaining in the allowance upon completion and acceptance of the project remains the property of the Authority.

In order for the Authority to accurately estimate the financial impact of possible work order allowance projects, the Contractor shall provide unit costs on the line items in the Bid Form for the following:

- Cost to provide and install grass carp (cost per fish).
- Cost to provide labor, materials, equipment, and incidentals necessary for the construction of an outflow structure barrier (for ponds to receive grass carp).
- Cost per acre for total pond application to eradicate hydrilla
- Cost per acre for edge of pond application to eradicate hydrilla

These unit costs shall remain firm and fixed throughout the one year term of the Contract.

END OF SECTION

SCOPE OF SERVICES
AQUATIC VEGETATION CONTROL
CONTRACT NO. 000938

1.0 PROJECT OVERVIEW

The intent of the work is to keep all of the waterways identified in Attachment No. 1 free of vegetation at all times. There are currently one hundred and fifty three (153) retention ponds located within the limits of the Project. The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform eight (8) cycles of aquatic herbicide applications to control the growth of all emergent and floating aquatic and wetland vegetation within the ponds along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beach Line Expressway), S.R. 429 (Daniel Webster Western Beltway), and S.R. 414 (John Land Apopka Expressway) and identified in Attachment No. 1, Aquatic Vegetation Control Reference Maps, attached to this Scope of Services. The Contractor shall also provide all labor, materials, equipment, and incidentals necessary to perform an initial aquatic herbicide application and follow up applications as necessary to eradicate existing hydrilla in a limited number of ponds as specified in the Scope of Services subsection 5.2.

2.0 GENERAL REQUIREMENTS

2.1 Contractor's Personnel, Subcontractors and Subconsultants

2.1.1 Contractor shall possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and shall retain the license during the term of the Contract. The certified individual shall be a fulltime employee on the Contractor's payroll at the time of bid submittal.

2.1.2 Throughout the term of the Contract, the Contractor shall employ individuals, subcontractors and subconsultants having significant training, expertise, and experience in the maintenance areas or disciplines described herein and in the maintenance specifications.

2.1.3 The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mixer-loaders and Field Workers.

(1) Each licensed applicator shall provide to each unlicensed applicator or mixer-loader working under his or her direct supervision adequate instruction and training so that the applicator or mixer-loader understands the safety procedures required for the pesticides that will be used. The applicator or mixer-loader shall be given this training before handling restricted-use pesticides. This training shall

be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mixer-loaders at any given time.

(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the workers' direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.

2.1.4 The Contractor shall provide sufficient qualified manpower as necessary to perform the Contract specified tasks accurately and on schedule. In order to adhere to the maintenance schedule, additional work may be performed on weekends, provided that the Contractor has received prior authorization from the Authority's Director of Construction and Maintenance and that maintenance personnel are supervised at all times. Crews working extended hours during weekdays to provide additional labor must be kept aware of roadside safety regulations. Any increase in manpower required by the Contractor for the accurate execution of the Contract, shall be proved at no additional cost to the Authority.

2.1.5 The Contractor shall designate a project manager who will be responsible for overall supervision of the Contractor's work force on the project and shall act as a single point of contact between the Authority and the Contractor. This individual shall maintain a means of being contacted by the Authority (pager or cellular phone). The Contractor's project manager shall speak and understand English, and at least one responsible management person who speaks and understands English shall be on-site during the performance of the Contract specified tasks.

2.1.6 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor, and/or due to negligence by the Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred. This includes turf areas, shrubs, groundcovers and trees damaged or lost due to the Contractor's non-compliance with the maintenance procedures specified herein or as directed by the Authority's Director of Construction and Maintenance and approved in writing by the Authority.

3.0 MAINTENANCE OPERATIONS AND PROCEDURES

3.1 Operation Procedures

3.1.1 Prior to the performance of the initial waterway maintenance cycle, the Contractor shall meet with the Authority's Director of Construction and Maintenance to confirm the limits of work, review the Contract documents, and answer any questions as necessary.

3.1.2 The Authority will forward a set of keys to the Contractor to allow access to ponds which may be within fenced in right of way areas. The Contractor shall return the set of keys at the completion of the Contract.

3.1.3 There are mitigation ponds located in Authority right of way that are not maintained under this Contract. Those ponds are typically enclosed by chain link fencing with identifying signage. The Contractor shall verify waterways to be treated using the reference maps.

3.1.4 The Contractor shall perform the waterway maintenance services outlined within this Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Should the Contractor require additional operation time during a Saturday or Sunday to perform the maintenance services on schedule, the Contractor shall first notify the Authority's Director of Construction and Maintenance of its intentions at least 48 hours prior to the date of the intended work. The Contractor shall also provide the name and contact cell phone number of the individual who will be supervising the work if the Contractor's project manager does not intend to be on-site.

3.1.5 One week prior to the beginning of each waterway maintenance cycle, the Contractor shall submit to the Authority's Director of Construction and Maintenance, via fax or email, a proposed maintenance schedule listing the dates and locations where maintenance activities shall occur. The Contractor shall promptly notify the Director of Construction and Maintenance of any changes to the forwarded schedule. No chemical applications shall be performed without prior notification given to the Director of Construction and Maintenance.

3.1.6 The following roadside operational safety procedures must be adhered to at all times by Contractor and subcontractor personnel:

- Signage for vehicles operating on roadside shoulder - placement of temporary Maintenance of Traffic (M.O.T.) devices shall comply with the FDOT Design Standards, January 2010 edition, Drawing No. 600 series as a minimum requirement. In addition, the Authority requires that any stationary work activity occurring on the expressway highways or ramps shall require the placement of a temporary M.O.T. sign at a minimum of 500' behind the vehicle and a maximum of 1,500' behind the

vehicle. Signs must be moved forward as vehicle moves. Cones must be placed at a taper behind vehicles and kept off of edge of lane striping.

- Flashing amber lights on vehicles operating on roadside shoulder must be on and visible at all times while stationary or moving below the minimum speed limit.
- Vehicles operating on the roadside shoulder must be located a minimum of 2' from the travel lane. Vehicles shall be located outside of the clear zone were ever possible (see FDOT Design Standards, January 2010 edition, Drawing No. 700 for conditions and distances).
- No equipment shall be parked on the Authority's right-of-way overnight.
- No equipment shall be parked in the median regardless of the width of the median.
- U- turns shall not be performed across medians, at toll plazas, or under overpasses. Vehicles must use interchanges for such purposes.

3.1.7 The personnel performing these services shall be under the sole responsibility of the Contractor and shall be competent, experienced, and skilled in all aspects of required maintenance. Personnel shall be supervised at all times, including Saturdays and Sundays. Personnel shall wear professional standard company uniforms.

3.1.8 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees shall wear name tags with photo identification. In addition, a list of such employees shall be provided to the Authority prior to beginning work under the Contract.

3.1.9 The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to, items necessary to protect its employees and the general public, if applicable, such as gloves, safety goggles, respirators and safety vests.

4.0 CHEMICAL APPLICATIONS

4.1 The Contractor shall perform all chemical applications in accordance with the following standards and specifications. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein.

4.2 All pesticides shall be of commercial quality complying with the pesticide laws of the State of Florida for aquatic applications. Prior to the first use of a product on the Expressway system, the Contractor shall submit to the Authority's Director of Construction and Maintenance for approval, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed application rates for all pesticides intended for use. All pesticide applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. All pesticide applicator personnel shall also have all of the equipment required to correctly mix and apply all pesticides intended for use (measurement devices, personal safety equipment, and application devices).

4.3 The Contractor shall use equipment specifically designed for commercial application of herbicides. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Authority's Director of Construction and Maintenance.

4.4 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the Authority and it's representatives for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

4.5 The Contractor shall prepare a Pesticide Application Record reporting the herbicide application activities performed and submit the report with each invoice. Herbicide applications shall be reported with quantities of material applied per location as described below:

- S.R. 408 – Clark Rd. to East S.R. 50
- North S.R. 417 – S.R. 417 / S.R. 528 Interchange to Seminole County Line
- South S.R. 417 – Narcoossee Rd. to International Dr.
- S.R. 528 – Boggy Creek Rd. to S.R. 520
- S.R. 429 – Seidel Rd. to S.R. 441
- S.R. 414 – S.R. 429 to S.R. 441

4.6 The Contractor shall keep daily herbicide application records on file for the duration of the contract and provide these records to the Authority in accordance with section 3.11 of the General Specifications.

4.7 The Contractor shall prevent over spray of herbicides from damaging adjacent desirable turf, shrubs, and trees. Over spray contact with the public, their property or pets shall be strictly avoided. The Contractor shall be solely responsible for any damages resulting from his actions or the actions of his subcontractors or sub-consultants.

5.0 AQUATIC VEGETATION CONTROL

5.1 The Contractor shall perform eight (8) aquatic herbicide application cycles (March, May, June, July, August, September, October and November), unless directed otherwise by the Authority's Director of Construction and Maintenance, to control all emergent vegetation and floating vegetation (including Filimentous Algae, Salvinia, and Duckweed) located within the ponds indicated in the Aquatic Vegetation Control Reference Maps (Attachment No. 1). Treat all vegetation located within each water body up to the high water line. Dying biomass may remain in place.

5.2 The Contractor shall perform an initial aquatic herbicide application in April to eradicate existing hydrilla in the ponds listed in Exhibit "A" Hydrilla Pond List as shown below. Refer to Attachment No. 1 Aquatic Vegetation Control Reference Maps for locations. Required applications are listed as either edge treatments of varying widths or as total pond treatments. Acreage totals listed are estimates, contractor to field verify. Follow up applications shall be promptly performed as necessary, following the initial application, to provide a sufficient kill. The Authority's Director of Construction and Maintenance shall inspect the treated ponds 3-4 weeks following the completion of the final application to determine if a sufficient kill was achieved. Any additional herbicide application required at that time will be performed by the Contractor at no additional cost to the Authority.

5.3 Each application cycle for the system shall be completed within 21 calendar days after the start of the cycle. Each cycle shall be completed in its entirety before beginning any subsequent cycle.

5.4 No copper based products are to be used during any application performed as part of this Contract.

5.5 The Contractor shall notify the Authority's Director of Construction and Maintenance upon completion of each cycle. Inspections may be performed within five (5) to seven (7) days of completion of a cycle. The Director of Construction and Maintenance will notify the Contractor of any areas that were missed or need to be re-treated for satisfactory control. Upon notification, the Contractor shall promptly re-treat identified areas. The Contractor shall notify the Director of Construction and Maintenance upon completion of any directed re-treatment.

Exhibit "A" Hydrilla Pond List

Pond No.	App. Type	Acreage	Pond No.	App. Type	Acreage
408-2	Total	1.75	417-53	20' Edge	0.65
408-3	20' Edge	0.50	417-55	Total	0.35
408-4	Total	2.10	417-56	20' Edge	0.50
408-5	10' Edge	0.25	417-62	Total	0.65
408-14	Total	0.75	417-63	Total	0.50
408-17	30' Edge	1.50	417-64	Total	0.50
			417-65	Total	0.75
417-4	20' Edge	0.90	417-73	Total	0.75
417-5	15' Edge	0.80	417-74	40' Edge	1.25
417-6	30' Edge	1.20	417-75	Total	0.75

417-7	20' Edge	0.50	417-79	Total	4.00
417-9	10' Edge	0.75			
417-10	Total	4.25	528-1	Total	0.50
417-11	15' Edge	0.60	528-3	Total	0.60
417-18	Total	0.25	528-4	Total	0.85
417-20	14' Edge	0.50	528-6	Total	0.85
417-23	10' Edge	0.35	528-7	Total	0.90
417-24	30' Edge	1.25	528-8	Total	0.25
417-27	20' Edge	0.65	528-11	15' Edge	0.50
417-30	Total	1.35			
417-31	Total	2.25	429-1	Total	2.00
417-35	Total	0.50	429-24	15' Edge	0.75
417-37	Total	0.25	429-26	30' Edge	2.00
417-51	Total	0.25			

Total Acreage of Pond Edge Application	15.40	ac
Total Acreage of Total Pond Application	27.90	ac

6.0 LITTER REMOVAL

6.1 If directed to do so by the Authority's Director of Construction and Maintenance the Contractor shall remove all non-hazardous items floating or partially submerged within the waterways specified. Litter shall include but not be limited to glass, cans, plastic and paper products, palm fronds, etc. If directed, the Contractor shall remove all litter located along pond edges below the high water line. All costs for pickup and removal of litter and debris shall be paid for as additional work. Prior to performing the work, the Contractor shall submit a price proposal to the Director of Construction and Maintenance for approval.

6.2 All collected litter shall be removed daily. No collected litter is to be left on the project property overnight.

6.3 Upon receipt of notification of the completion of the requested work, the Authority will inspect the waterways and notify the Contractor of any areas that are found to be incomplete and require additional litter removal.

6.4 The Contractor shall not be required to remove any litter that occurs in the designated waterways after the Authority has inspected and approved the previous litter removal cycle.

END OF SECTION

Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Potential Bidders of Record
FROM	Claude Miller, Director of Procurement
DATE:	November 23, 2010
SUBJECT:	Contract No. 000754, Aquatic Vegetation Control - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated October 2010, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages.

CHANGES TO THE SCOPE OF SERVICES

1. On page SS-1, **delete** the language under subarticle 2.1.3 in its entirety and **insert** the following new language in its place:

"The Contractor shall adhere to the Florida Statutes, Chapter 487 Pesticide Regulation and Safety, Part 1 Florida Pesticide Law, 487.1585, as amended, Duties of License with Respect to Unlicensed Applicators and Mixer-loaders and Field Workers -
(1) Each licensed applicator shall provide to each unlicensed applicator or mixer-loader working under his or her direct supervision adequate instruction and training so that the applicator or mixer-loader understands the safety procedures required for the pesticides that will be used. The applicator or mixer-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mixer-loaders at any given time.
(2) Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the workers' direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period."

RESPONSES TO QUESTIONS

2. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: Are the construction of the structures guaranteed, or is it conditional? If so under what conditions will I be ask to build them. Are there specifications to which they must be done? Particular size, material etc..... as that will have a direct bearing on my bid price.

Response: Bidders are being asked to submit a price range for the outflow barrier structure that may be purchased if the Authority decides to pursue introducing grass carp into a retention pond(s). The bidder may choose not to submit prices at this time for the outflow barrier structure and wait until a specific pond is identified and a price is requested from the contractor. The Authority reserves the right to purchase this item from another contractor if the Authority deems it to be in their best interest.

Q002: Am I being ask under the contract to replace any grass carp that die? What is the avg. no. of carp your contractors are asked to supply? Or is it only under certain circumstances that it would be ask of me?

Response: The Authority has not introduced any grass carp into any retention pond to date; however, the Authority may introduce them in the future and would like to identify pricing. If grass carp are purchased it would be with no warranty so no replacements would be required for carp that die.

Q003: I wanted to know if there is a budget for this project and if a bid bond is required?

Response: The range is between $100K and $130K. No bid bond is required.

END OF ADDENDUM NO. 1

Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	February 27, 2013
SUBJECT:	Aquatic Vegetation Control - Contract No. 000938, Addendum No. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2013, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 2 pages.

PRE-BID MEETING CLARIFICATION

1. The advertisement, page ITB-3, first paragraph, **delete** "mandatory" from the first sentence and **delete** the last sentence in its entirety.

RESPONSES TO QUESTIONS RECEIVED

2. The following question was received from a planholder of record. The Authority's response follows the question.

Q001: Other than Hydrilla, are there other types of submersed weeds being treated within the ponds indicated on the Hydrilla Pond List?

R: No

Q002: If Hydrilla is observed within a pond <u>not</u> indicated on the Hydrilla Pond List, how does the contractor respond?

R: The Contractor is not responsible for the control of Hydrilla in a pond not listed on the Hydrilla Pond List unless directed to perform an application (either edge or total pond) by the Landscape Supervisor. The directed application will be paid for out of the Work Order Allowance with the price being based on the unit cost per acre (either edge or total pond) as stated in the submitted Bid Form. It is understood that multiple applications may be required to effectively control the Hydrilla.

Q003: Does the contractor treat other submersed weeds (i.e. slender spikerush, Valliseneria, pondweeds) within ponds that are <u>not</u> on the Hydrilla Pond List?

R: No

END OF ADDENDUM NO. 2

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL
CONTRACT NO. 000938

PROPOSAL OF

SOUTHERN AQUATIC MANAGEMENT, INC.
(Name)

1980 DOUGHER PLACE, STE 1048 SANFORD, FL 32771 407-416-3482
(Address) (Telephone No.)

Submitted 3/6/13

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Bidding Documents and the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Bidding Documents and the requirements under them of the Authority, for the unit prices shown on the Bid Form.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 2/25/13 Bidder and/or Representative Initial AL

Addendum No. 2 Dated 2/27/13 Bidder and/or Representative Initial AL

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

SOUTHERN AQUATIC MANAGEMENT, INC.

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to execute the Contract within 5 calendar days after the date on which the notice of award has been given, and to fully complete all work within the time specified. It is understood and agreed that the date on which calendar days will begin to be charged to the project will be the date designated in the Notice to Proceed.

The undersigned acknowledges that the Orlando-Orange County Expressway 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.

The undersigned confirms that it possess the Florida Department of Agriculture's Commercial Applicator Certification License for use of restricted pesticides with aquatic herbicide category and has attached a copy of the current license to this Proposal.

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SOUTHERN ASPHALT MANAGEMENT, INC.
Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

C/O CHC, AARON CHURCH
Principal (Bidder)

By: PRESIDENT
President or Vice President

Attest: Ryan Smith
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

_____

Principal (Bidder)

Signature: (1) _____
Co-Partner or General Partner

Signature: (2) _____
Co-Partner or General Partner

Witness: (1) _____

Witness: (1) _____

Witness: (2) _____

Witness: (2) _____

(If Partnership, list names and address of each partner on a separate sheet)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

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

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocea.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

SOUTHERN AQUATIC MANAGEMENT, INC.
Company Name

By: C. CRC, AARON CHURCH

Title: PRESIDENT

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

** BID FORM **

AQUATIC VEGETATION CONTROL - OOCEA CONTRACT NO. 000938

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)	TOTAL COST
1	8	CYC	AQUATIC HERBICIDE APPLICATION - EMERGED AND FLOATING VEGETATION (SR 408, SR 429, SR 528, SR 417, SR414)	$ 7,200.00	$ 57,600.00
2	3	CYC	AQUATIC HERBICIDE APPLICATION - SUBMERGED VEGETATION CONTROL	$ 17,640.00	$ 52,920.00
3	500	EA	TRIPLOID GRASS CARP	$ 7.00	$ 3,500.00
4	30	EA	OUTFLOW STRUCTURE BARRIER	$ 150.00	$ 4,500.00
7	N/A	N/A	WORK ORDER ALLOWANCE	N/A	$30,000.00
			TOTAL BID		$ 148,520.00

Below is a list of two (2) items that may be purchased under the work order allowance and are being included to establish unit prices for said items during the term of the Agreement The Authority reserves the right to purchase the below items from other contractors if deemed in the Authority's best interest.

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE (NUMERICAL)
1	1	ACRE	TOTAL POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	$ 225.00
2	1	ACRE	EDGE OF POND HERBICIDE APPLICATION FOR HYDRILLA CONTROL	$ 225.00

Submitted by:

Contractor Name: SOUTHERN AQUATIC MANAGEMENT, INC.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM14715

CHURCH, AARON JONATHAN
42320 ROYAL TRAILS RD
EUSTIS, FL 32736

Categories
5A, 6, 21

Issued: June 28, 2013

Expires: May 31, 2017

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

VOID

VOID

R-6

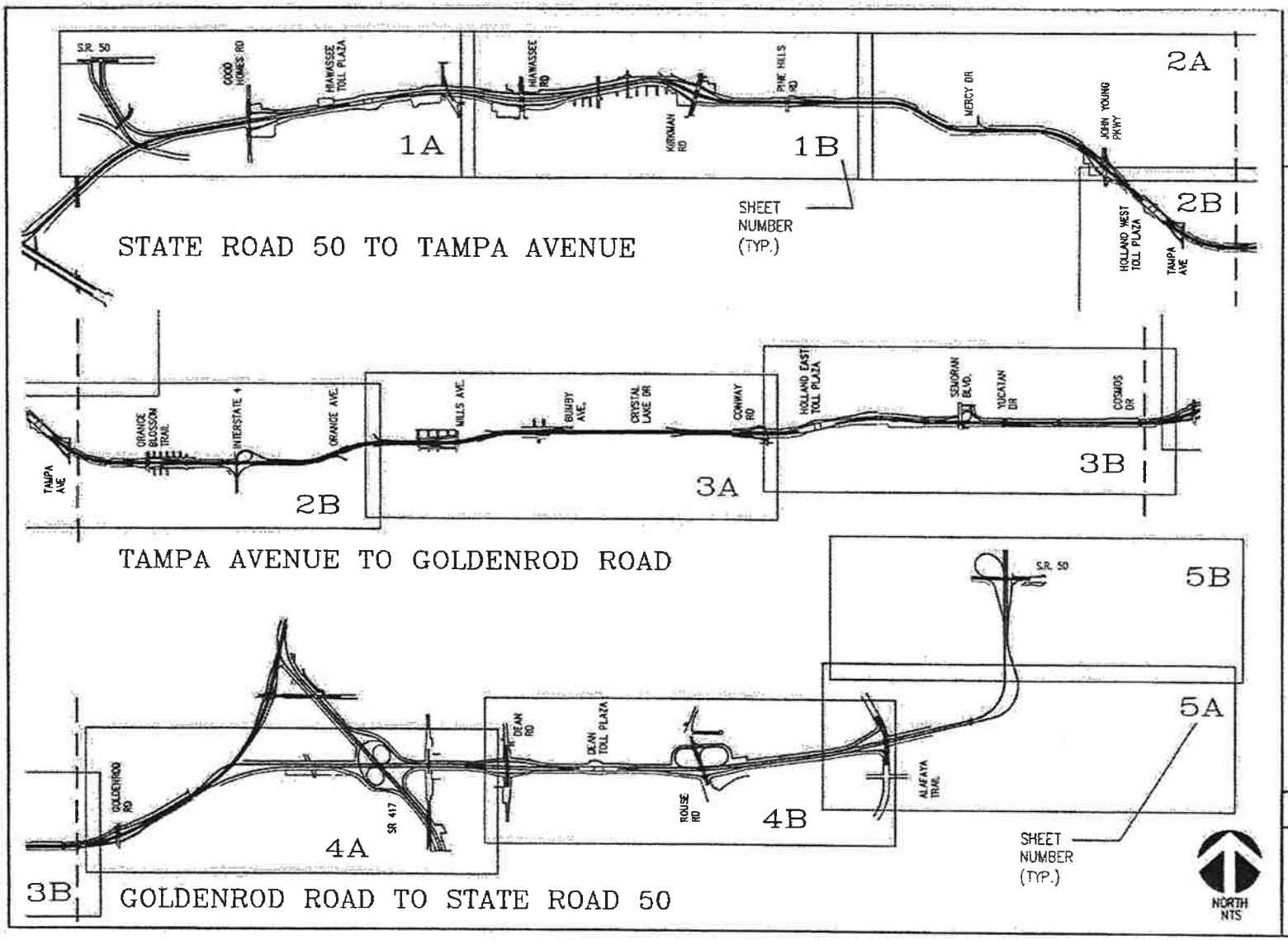
ORLANDO–ORANGE COUNTY EXPRESSWAY AUTHORITY

ATTACHMENT NO. 1

AQUATIC VEGETATION CONTROL REFERENCE MAPS

S.R. 408 (EAST–WEST EXPRESSWAY)
S.R. 417 (CENTRAL FLORIDA GREENEWAY)
S.R. 528 (BEACH LINE EXPRESSWAY)
S.R. 429 (DANIEL WEBSTER WESTERN BELTWAY)
S.R. 414 (JOHN LAND APOPKA EXPRESSWAY)

1/31/2013



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

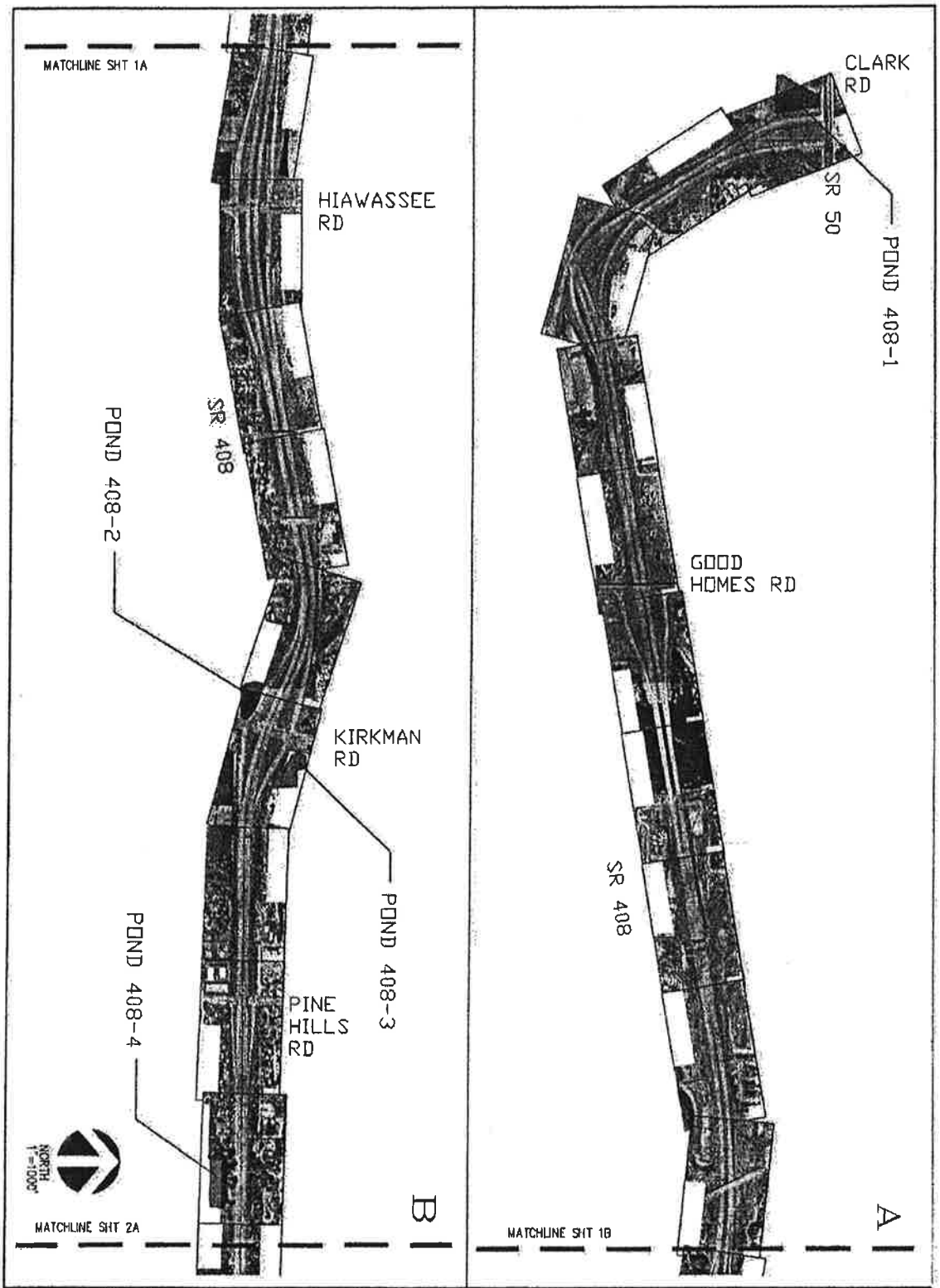
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 408 - EAST WEST EXPRESSWAY

DATE: 1/31/2013

SHEET:

KEY



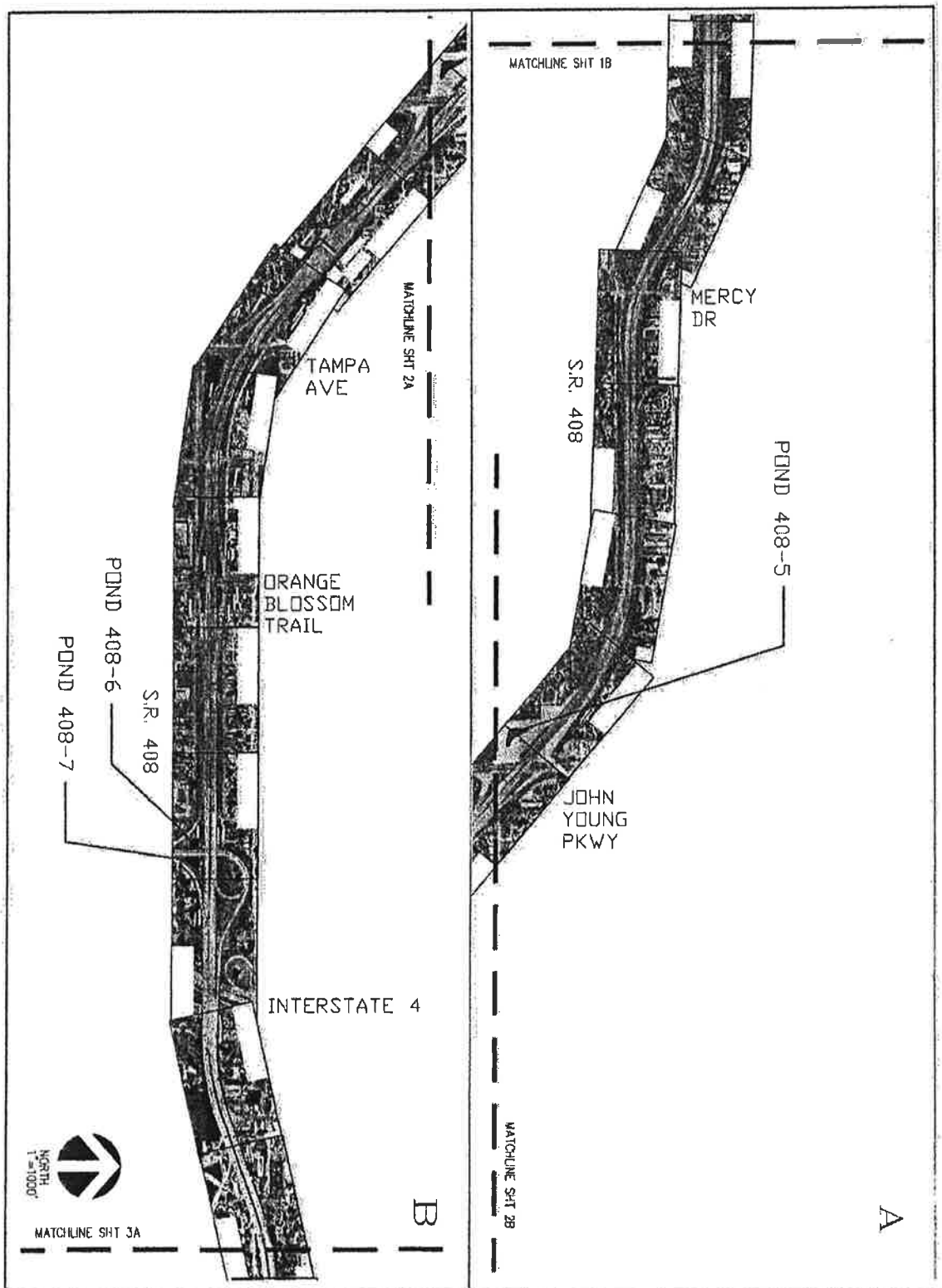
SHEET: 1

DATE: 1/31/2013

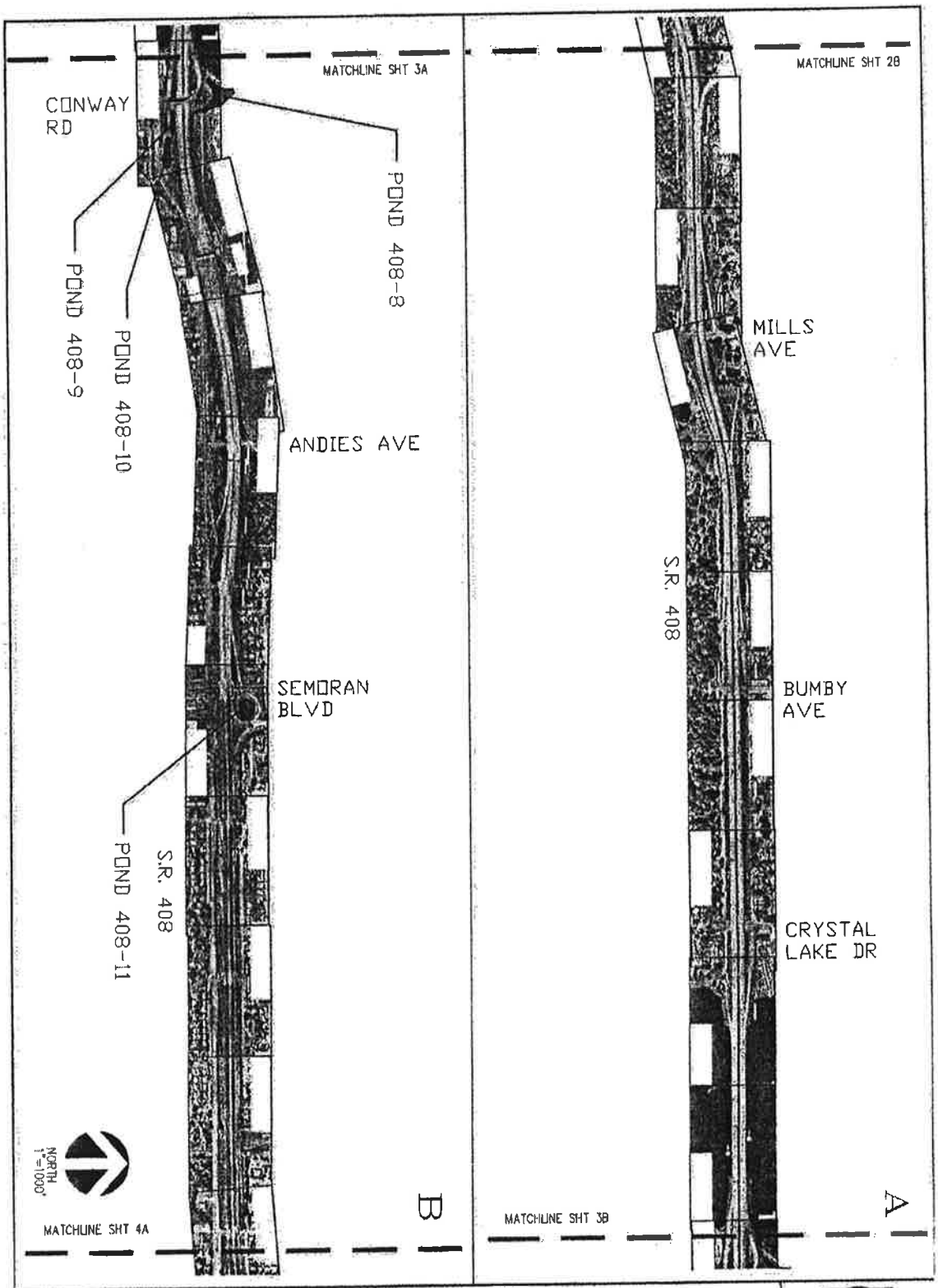
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 408 – EAST WEST EXPRESSWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY



SHEET:	DATE:	AQUATIC VEGETATION CONTROL REFERENCE MAP	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
2	1/31/2013	S.R. 408 – EAST WEST EXPRESSWAY	



3

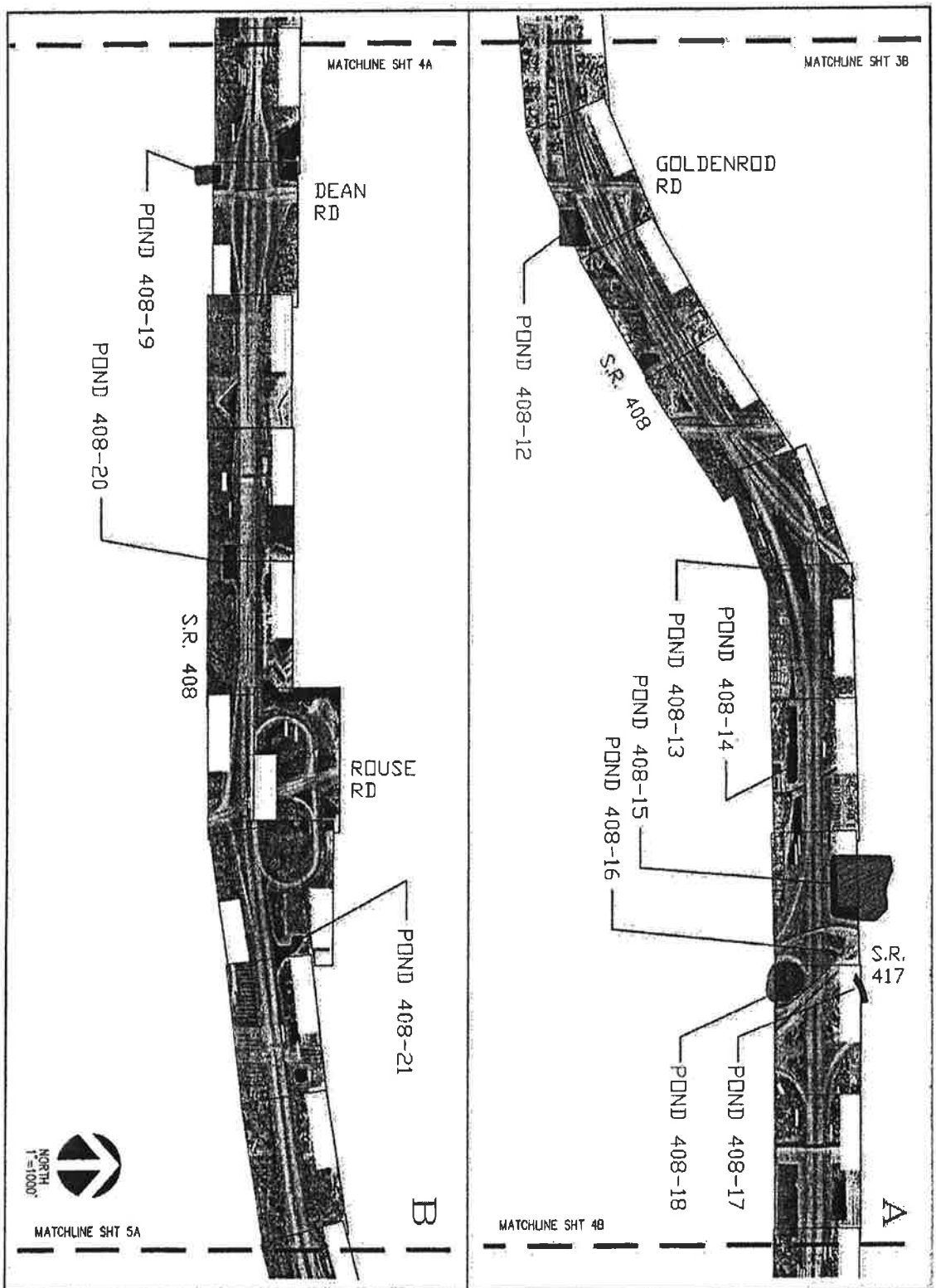
SHEET:

DATE: 1/31/2013

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 408 - EAST WEST EXPRESSWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY



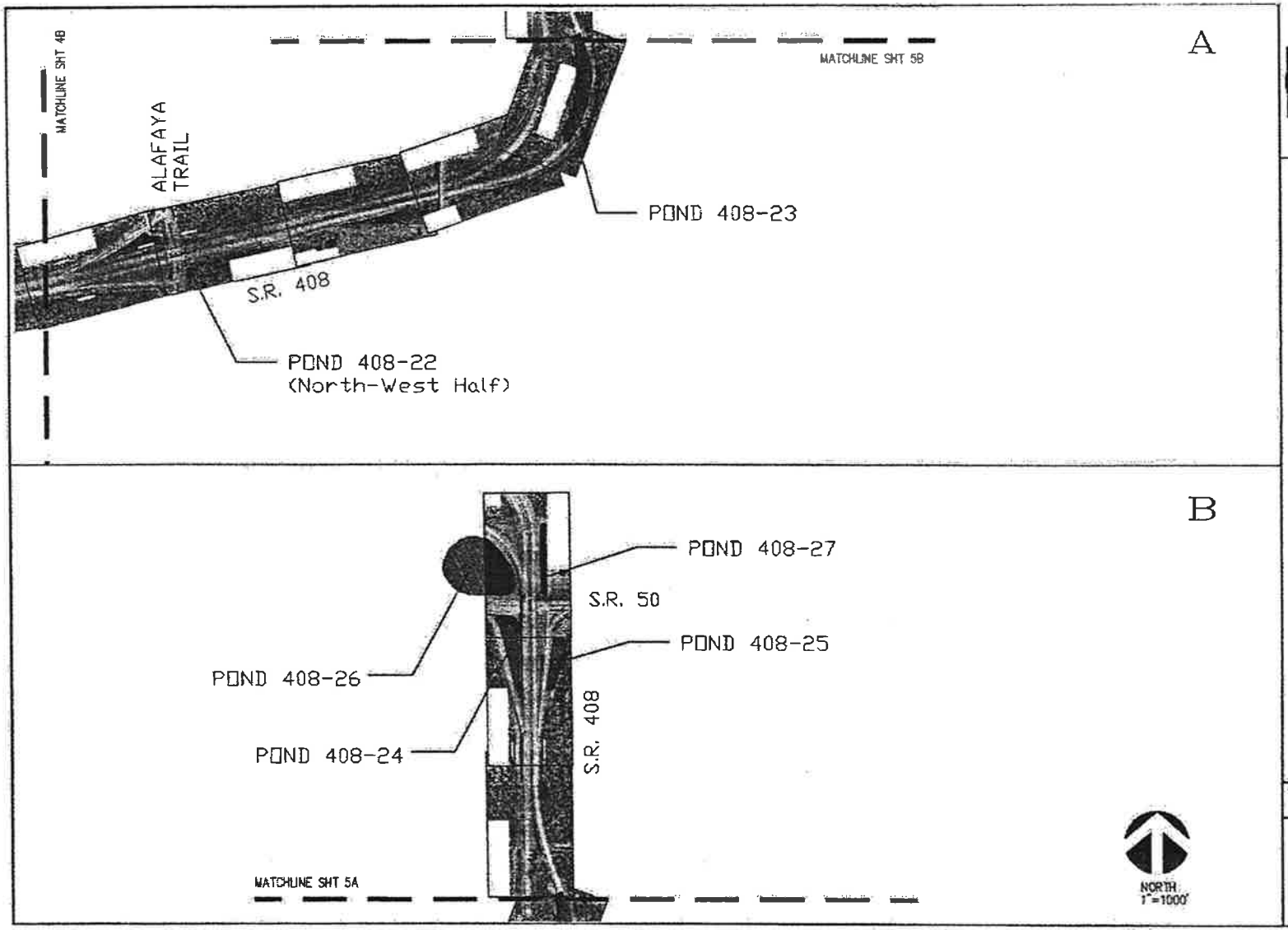
SHEET: 4

DATE: 1/31/2013

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 408 - EAST WEST EXPRESSWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY



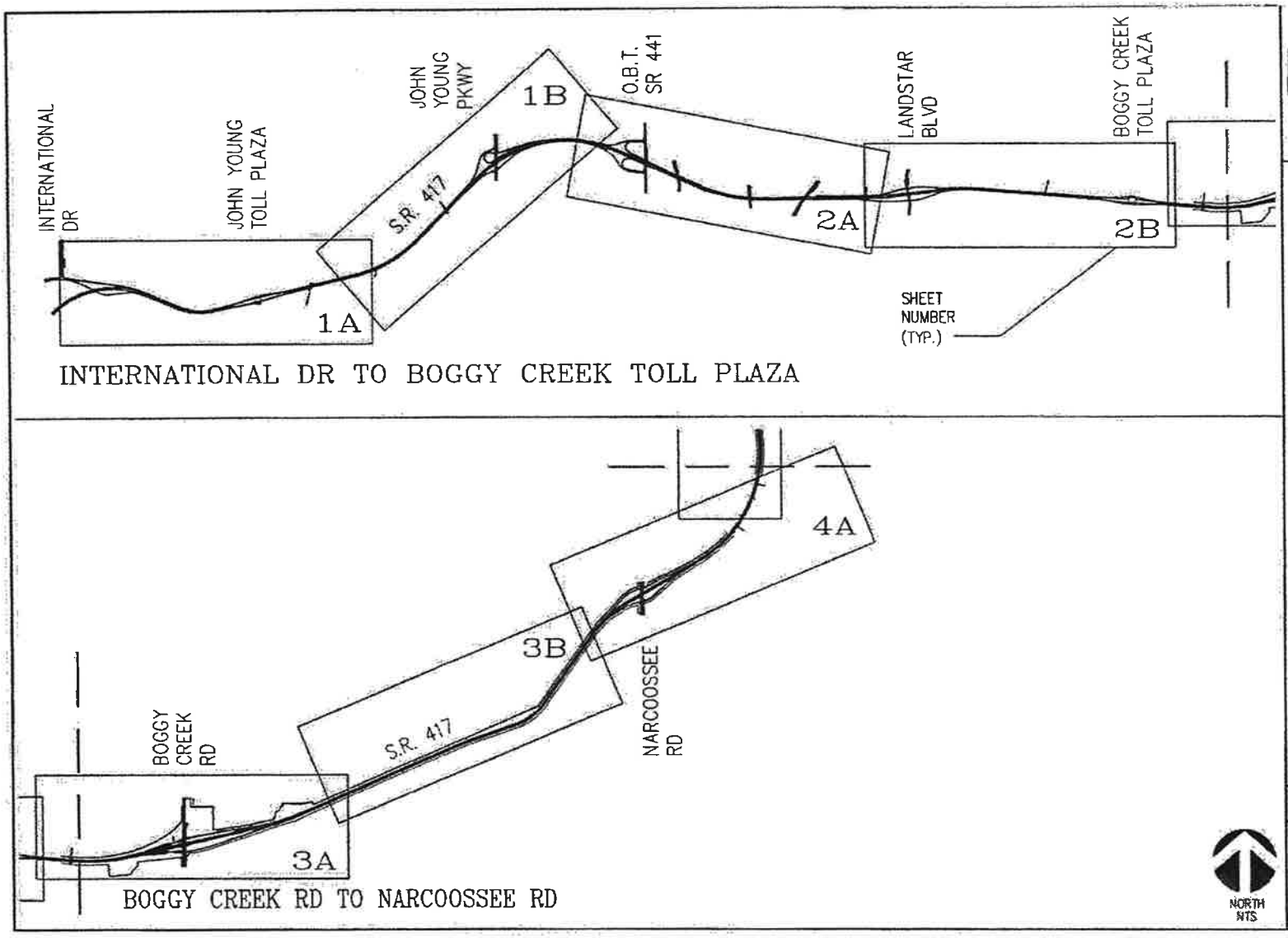
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

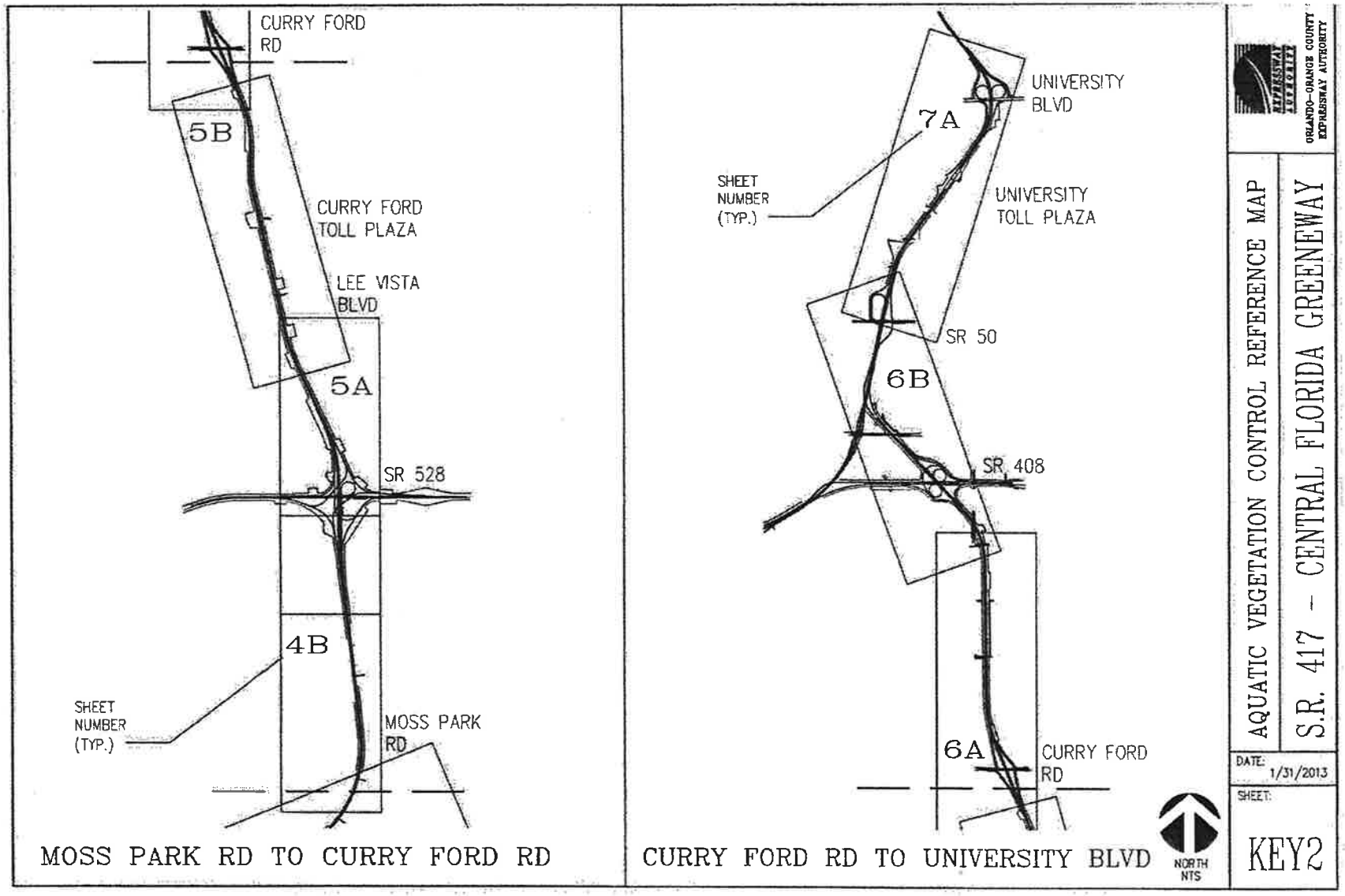
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 408 - EAST WEST EXPRESSWAY

DATE: 1/31/2013

SHEET: 5


INTERNATIONAL DR
JOHN YOUNG TOLL PLAZA
JOHN YOUNG PKWY
S.R. 417
O.B.T. SR 441
LANDSTAR BLVD
BOGGY CREEK TOLL PLAZA
1A
1B
2A
2B
SHEET NUMBER (TYP.)
INTERNATIONAL DR TO BOGGY CREEK TOLL PLAZA
BOGGY CREEK RD
S.R. 417
NARCOOSSEE RD
3A
3B
4A
BOGGY CREEK RD TO NARCOOSSEE RD
NORTH
NTS
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AQUATIC VEGETATION CONTROL REFERENCE MAP
S.R. 417 - CENTRAL FLORIDA GREENEWAY
DATE: 1/31/2013
SHEET:
KEY1


CURRY FORD RD
5B
CURRY FORD TOLL PLAZA
LEE VISTA BLVD
5A
SR 528
4B
SHEET NUMBER (TYP.)
MOSS PARK RD
MOSS PARK RD TO CURRY FORD RD
UNIVERSITY BLVD
7A
SHEET NUMBER (TYP.)
UNIVERSITY TOLL PLAZA
SR 50
6B
SR 408
6A
CURRY FORD RD
CURRY FORD RD TO UNIVERSITY BLVD
NORTH
NTS
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AQUATIC VEGETATION CONTROL REFERENCE MAP
S.R. 417 - CENTRAL FLORIDA GREENEWAY
DATE: 1/31/2013
SHEET:
KEY2

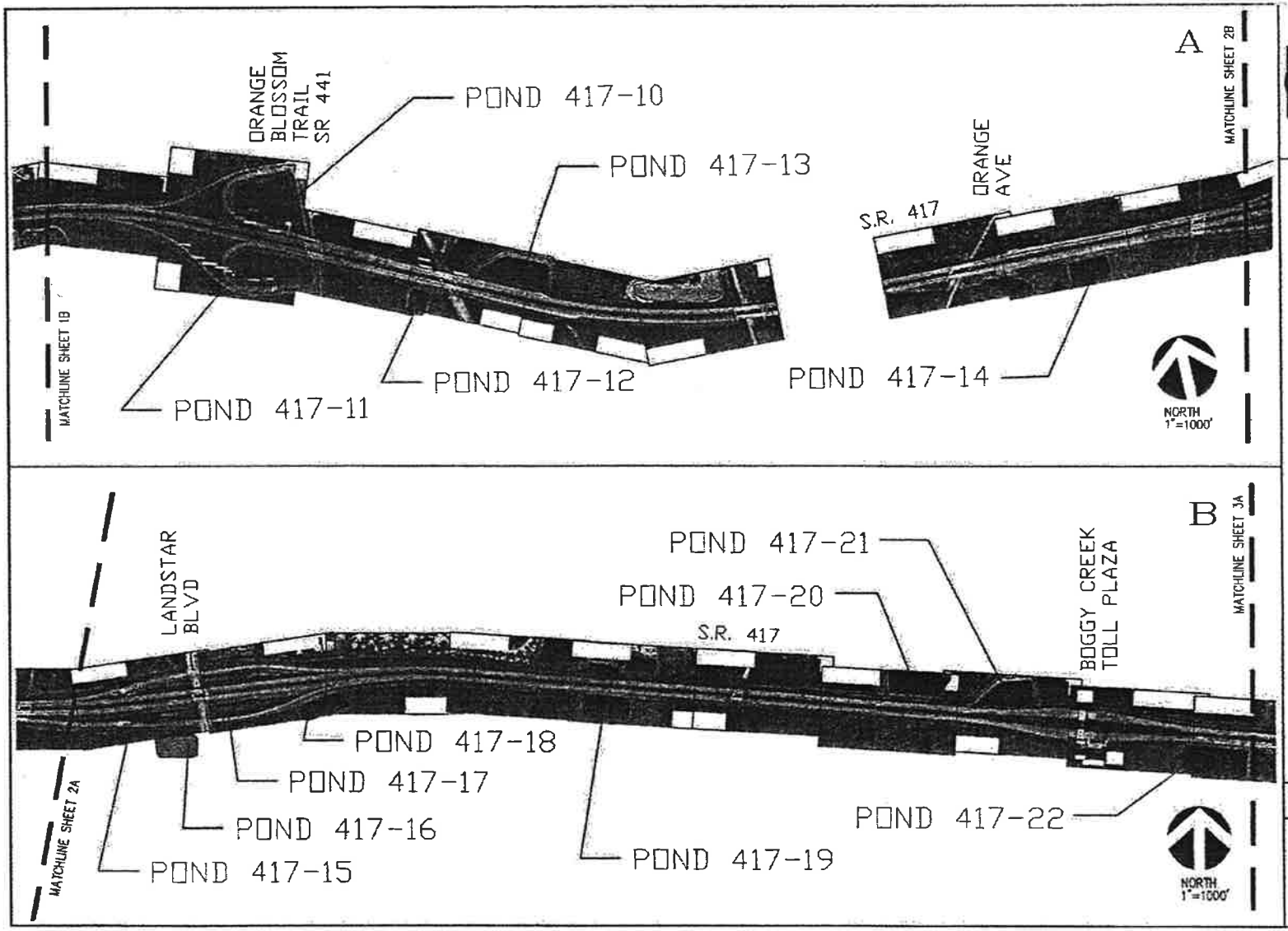
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 417 - CENTRAL FLORIDA GREENEWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 1/31/2013

SHEET: 1



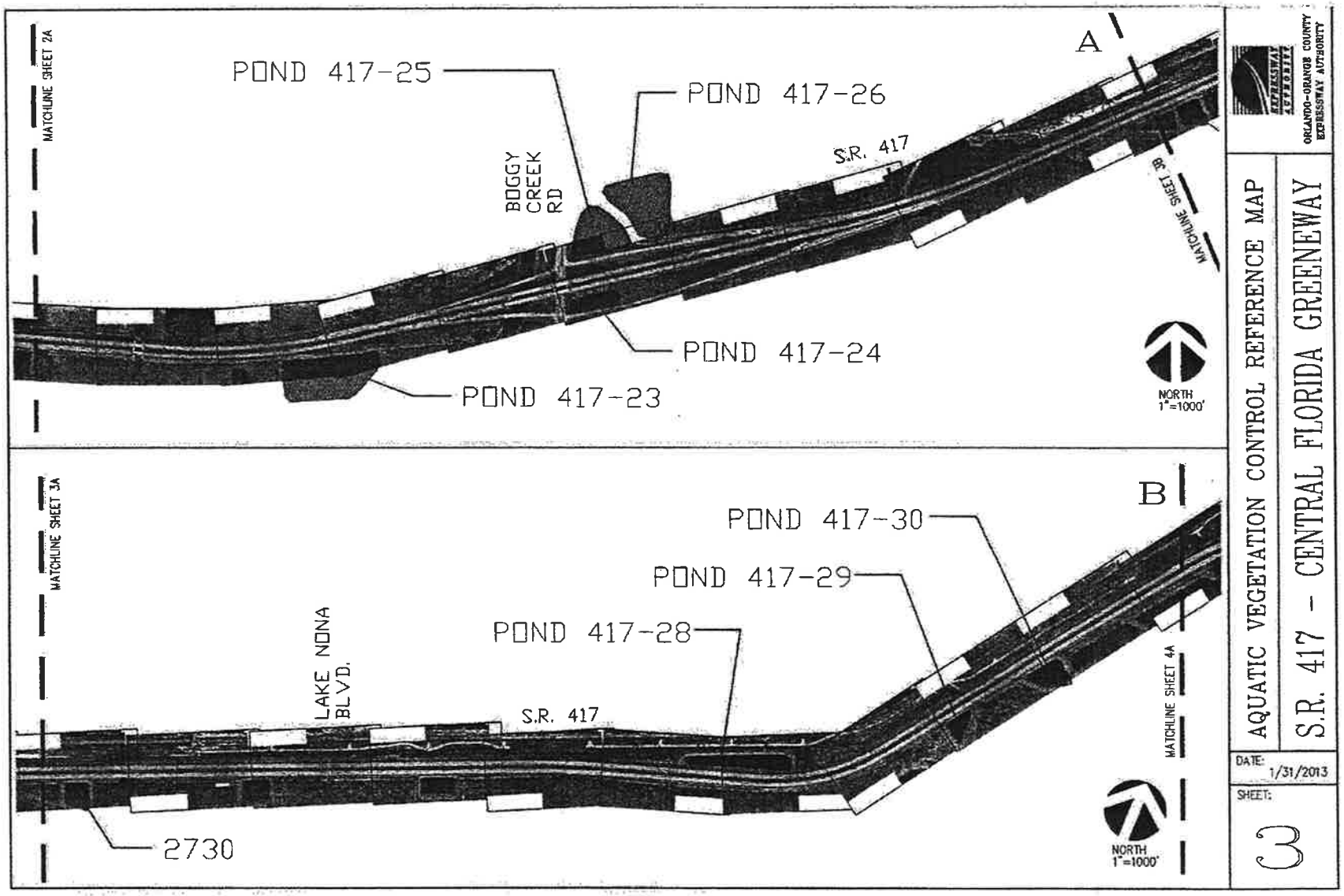
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

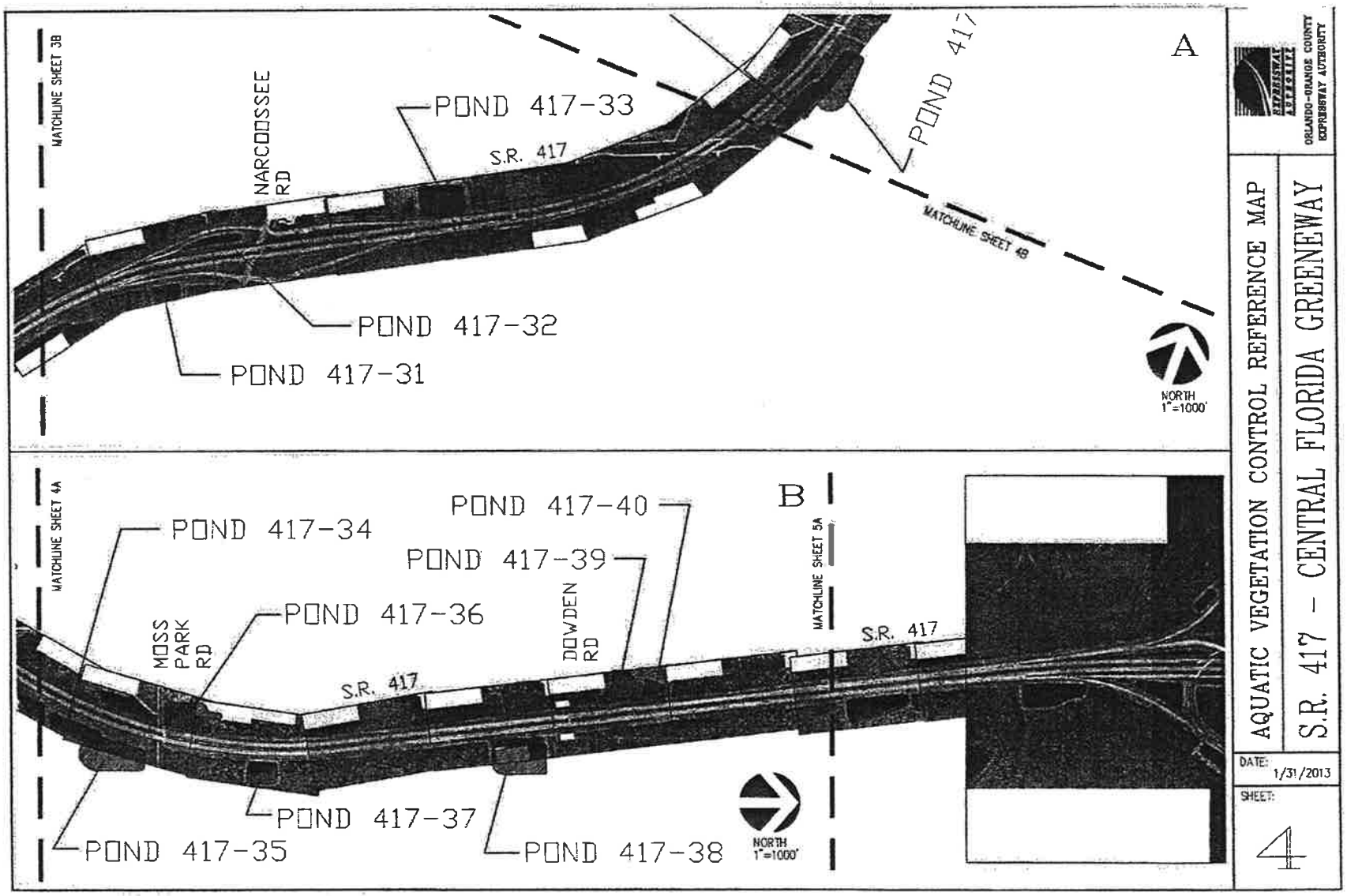
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 417 - CENTRAL FLORIDA GREENEWAY

DATE: 1/31/2013

SHEET: 2


A
POND 417-25
POND 417-26
BOGGY CREEK RD
S.R. 417
MATCHLINE SHEET 2A
MATCHLINE SHEET 3B
POND 417-24
POND 417-23
NORTH 1"=1000'
B
POND 417-30
POND 417-29
POND 417-28
LAKE NONA BLVD.
S.R. 417
MATCHLINE SHEET 3A
MATCHLINE SHEET 4A
2730
NORTH 1"=1000'
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AQUATIC VEGETATION CONTROL REFERENCE MAP
S.R. 417 - CENTRAL FLORIDA GREENEWAY
DATE: 1/31/2013
SHEET: 3



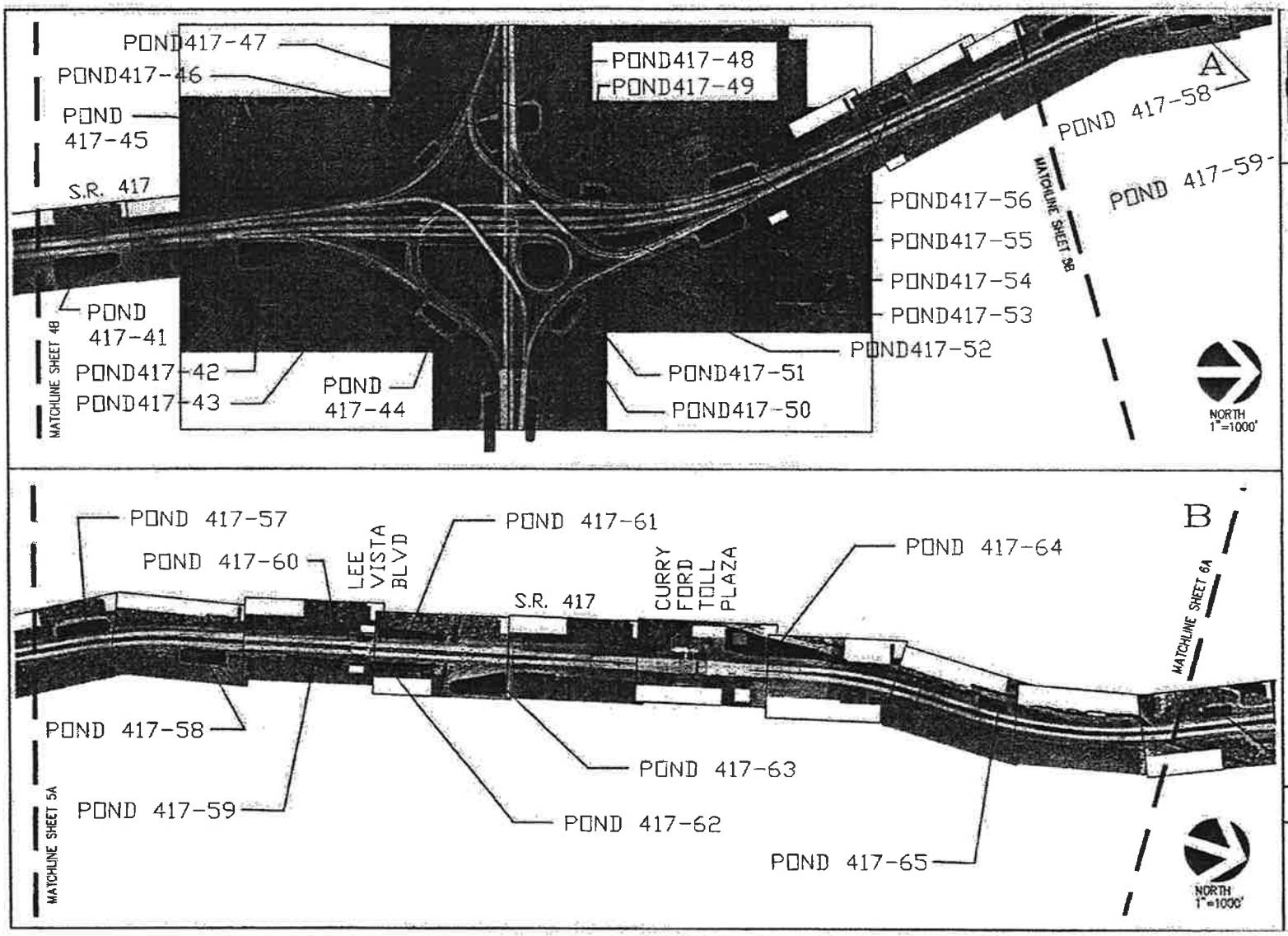
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 417 - CENTRAL FLORIDA GREENEWAY

DATE: 1/31/2013

SHEET: 4



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 417 - CENTRAL FLORIDA GREENEWAY

DATE: 1/31/2013

SHEET: 5

SHEET: 9	DATE: 1/31/2013	AQUATIC VEGETATION CONTROL REFERENCE MAP
		S.R. 417 - CENTRAL FLORIDA GREENEWAY

EXPRESSWAY AUTHORITY
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

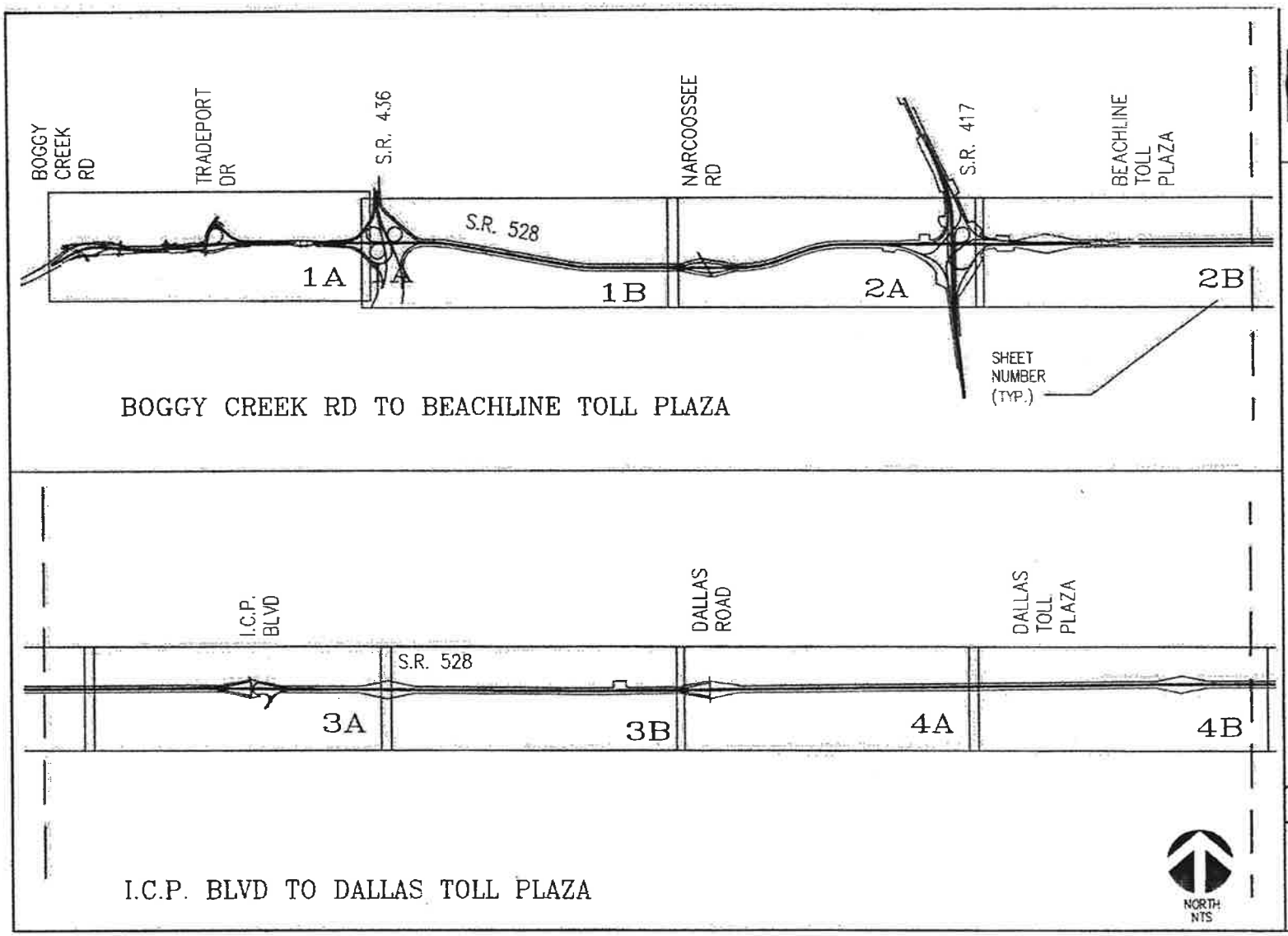
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 417 - CENTRAL FLORIDA GREENEWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

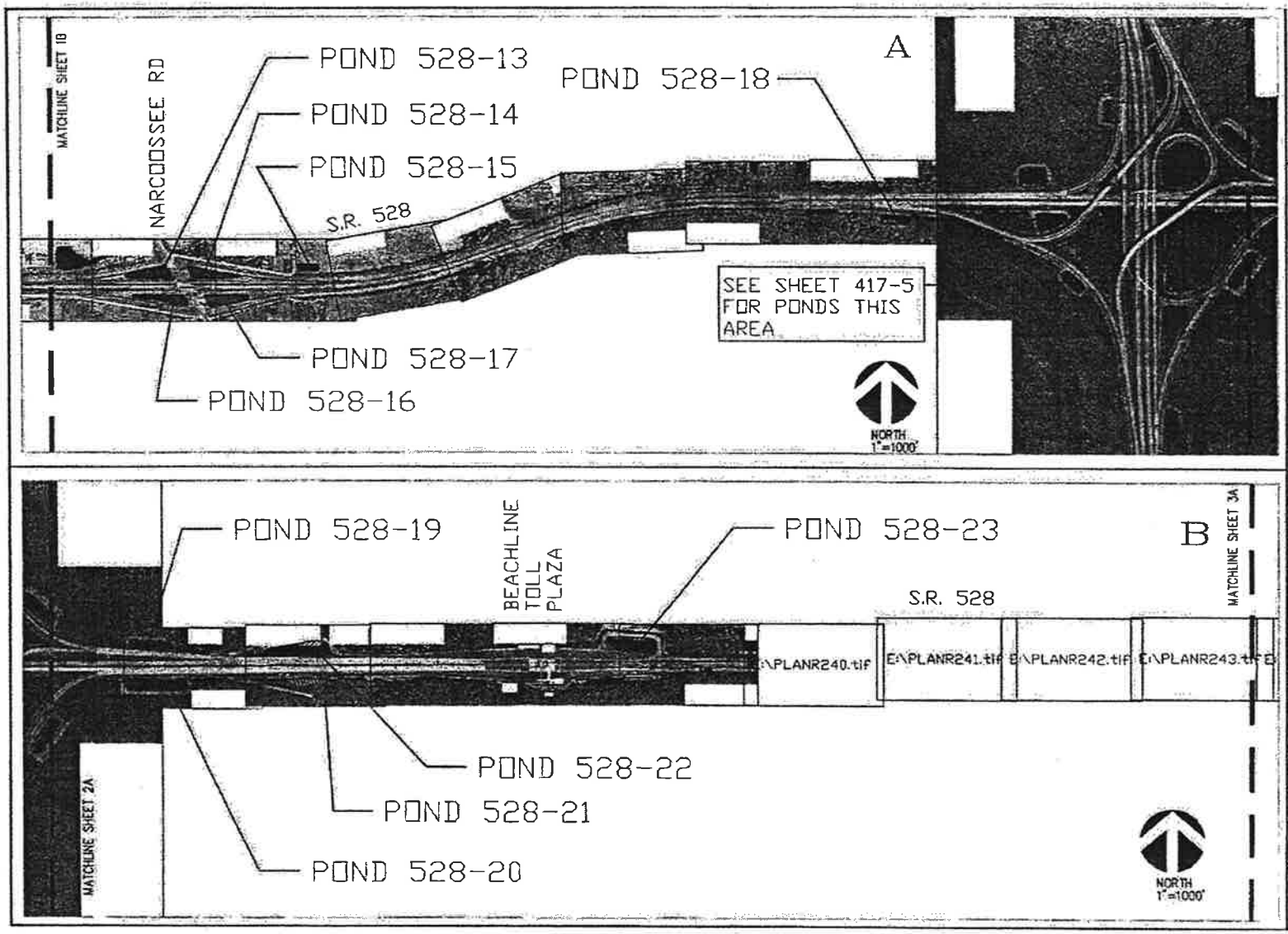
DATE: 1/31/2013

SHEET:


BOGGY CREEK RD
TRADEPORT DR
S.R. 436
S.R. 528
NARCOOSSEE RD
S.R. 417
BEACHLINE TOLL PLAZA
1A
1B
2A
2B
SHEET NUMBER (TYP.)
BOGGY CREEK RD TO BEACHLINE TOLL PLAZA
I.C.P. BLVD
S.R. 528
DALLAS ROAD
DALLAS TOLL PLAZA
3A
3B
4A
4B
I.C.P. BLVD TO DALLAS TOLL PLAZA
NORTH
NTS
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AQUATIC VEGETATION CONTROL REFERENCE MAP
S.R. 528 - BEACH LINE EXPRESSWAY
DATE: 1/31/2013
SHEET:
KEY

SHEET: 1	DATE: 1/31/2013	AQUATIC VEGETATION CONTROL REFERENCE MAP
		S.R. 528 - BEACH LINE EXPRESSWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 528 - BEACH LINE EXPRESSWAY

DATE: 1/31/2013

SHEET: 2

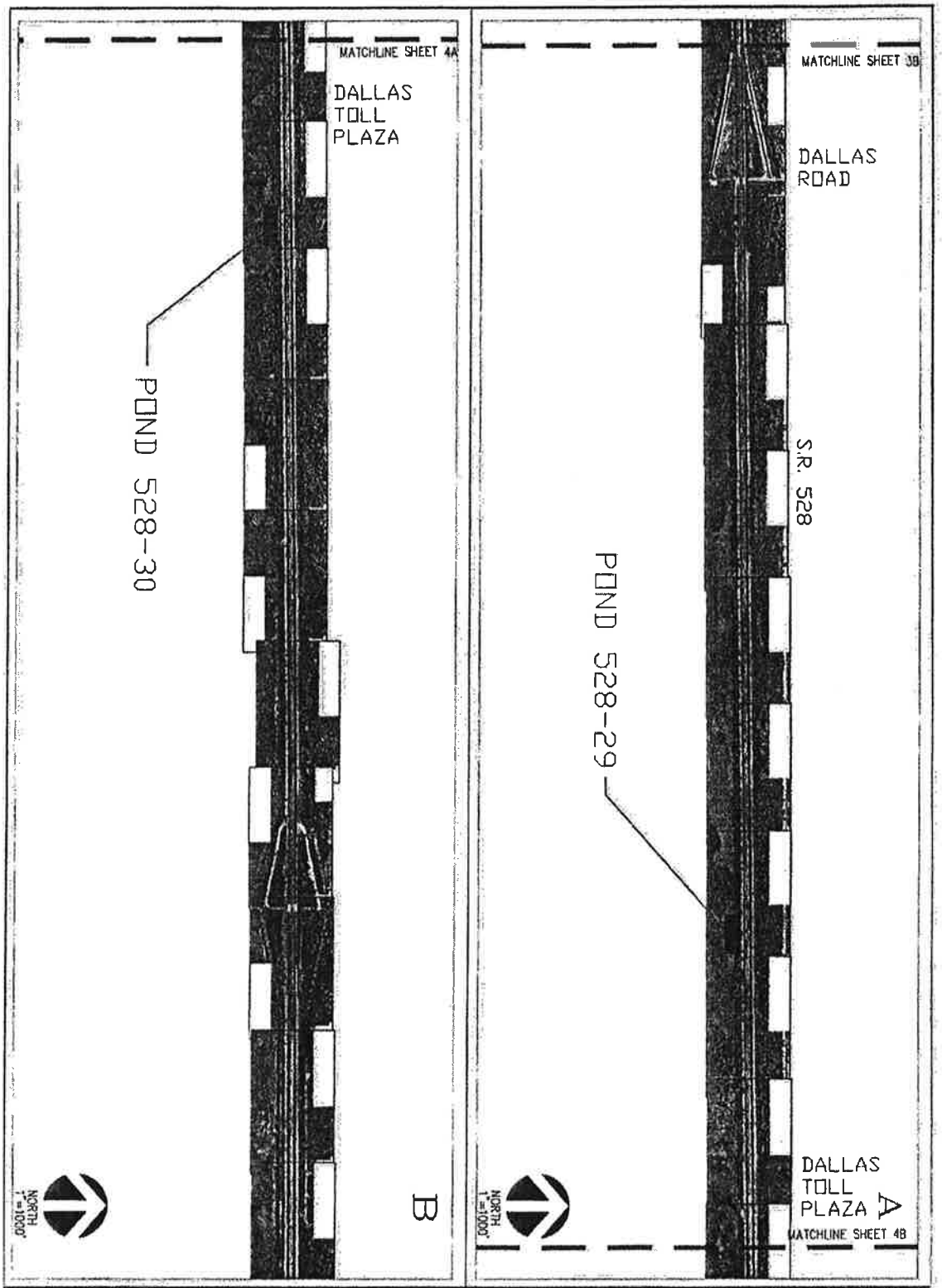
ORLANDO-OSCEOLA COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 528 - BEACH LINE EXPRESSWAY

DATE: 1/31/2013

SHEET: 3



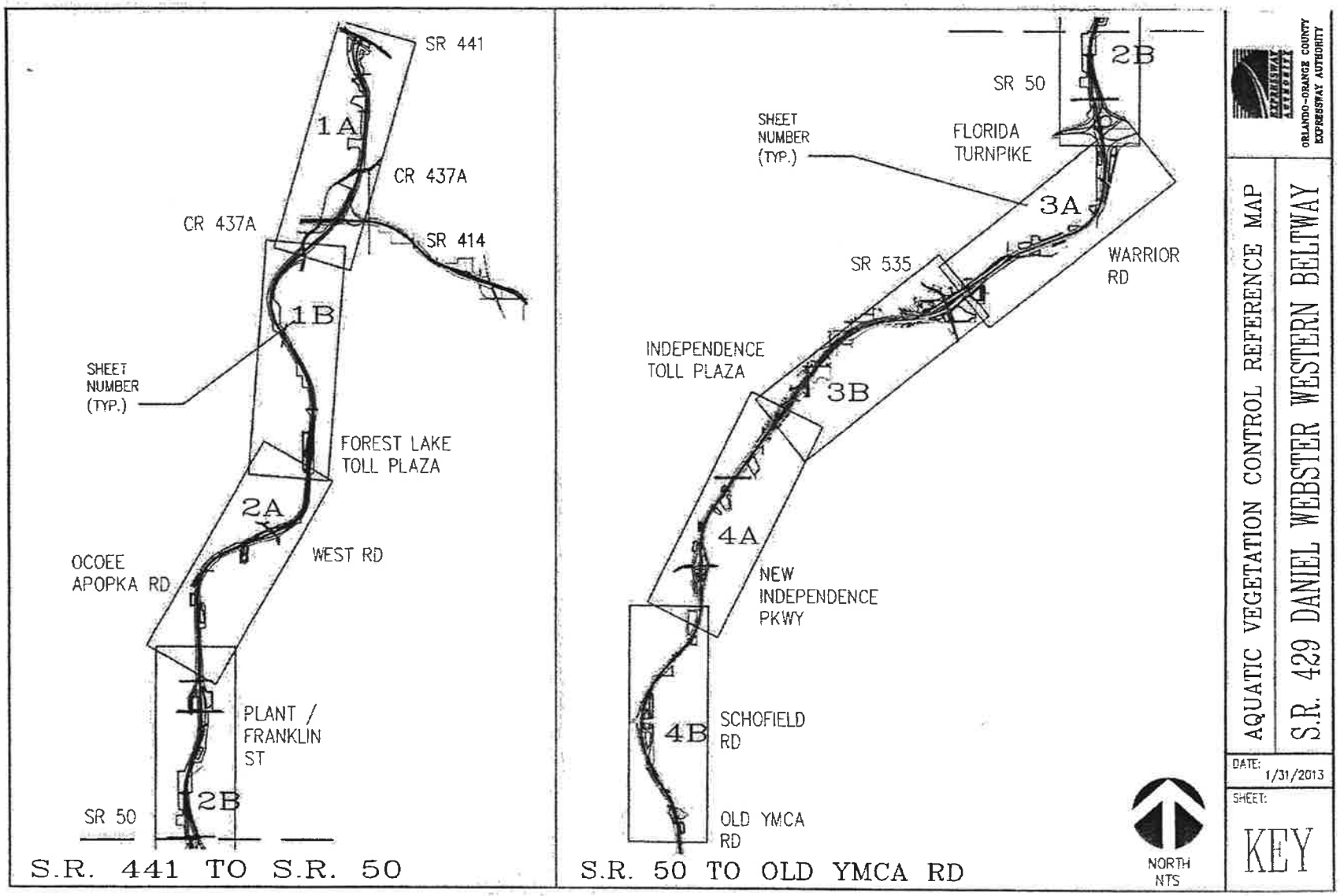
SHEET: 4

DATE: 1/31/2013

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 528 - BEACH LINE EXPRESSWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

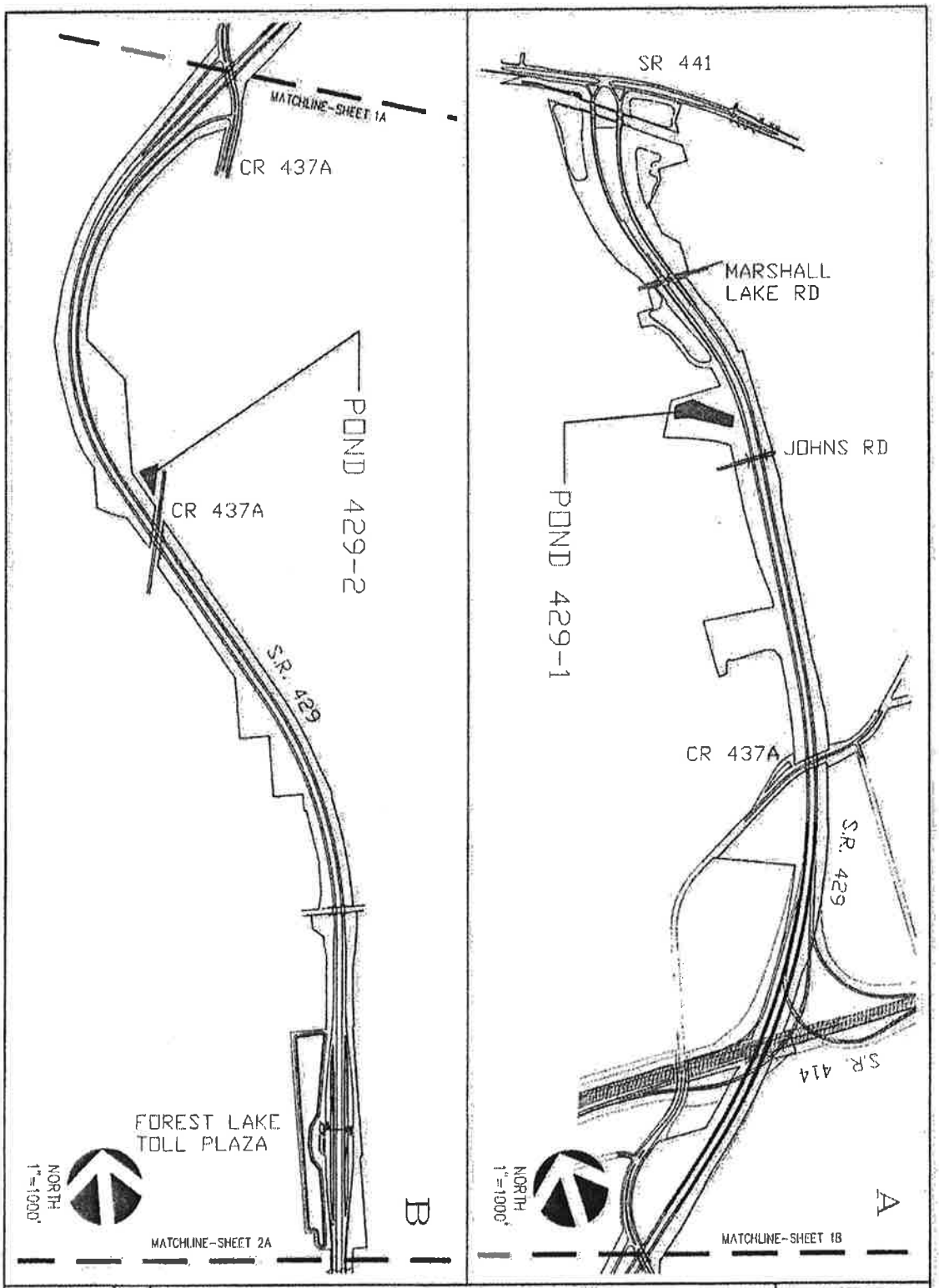
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 429 DANIEL WEBSTER WESTERN BELTWAY

DATE: 1/31/2013

SHEET:

KEY



SHEET: 1

DATE: 1/31/2013

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 429 DANIEL WEBSTER WESTERN BELTWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 429 DANIEL WEBSTER WESTERN BELTWAY

DATE: 1/31/2013

SHEET: 2

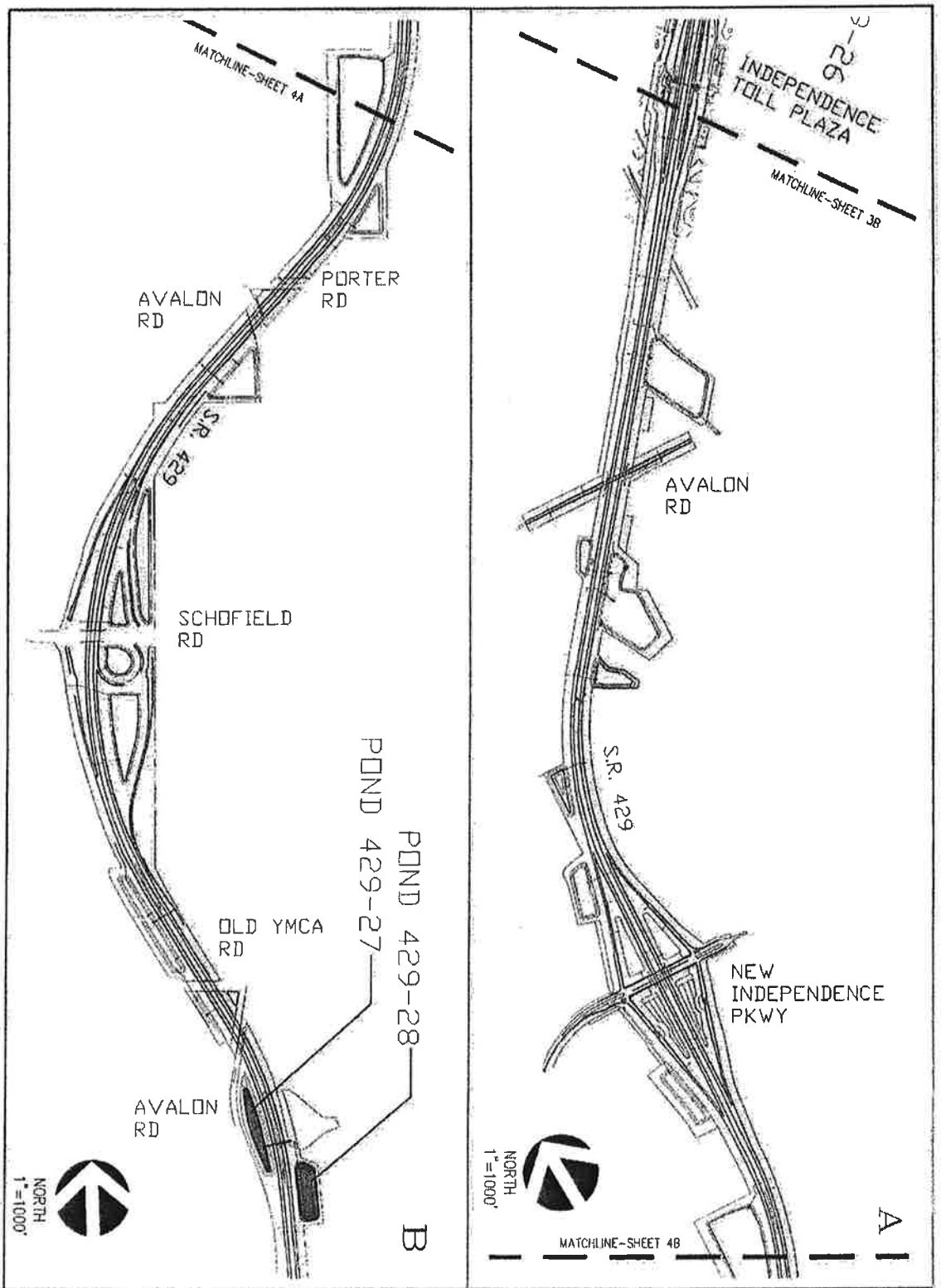
AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 429 DANIEL WEBSTER WESTERN BELTWAY

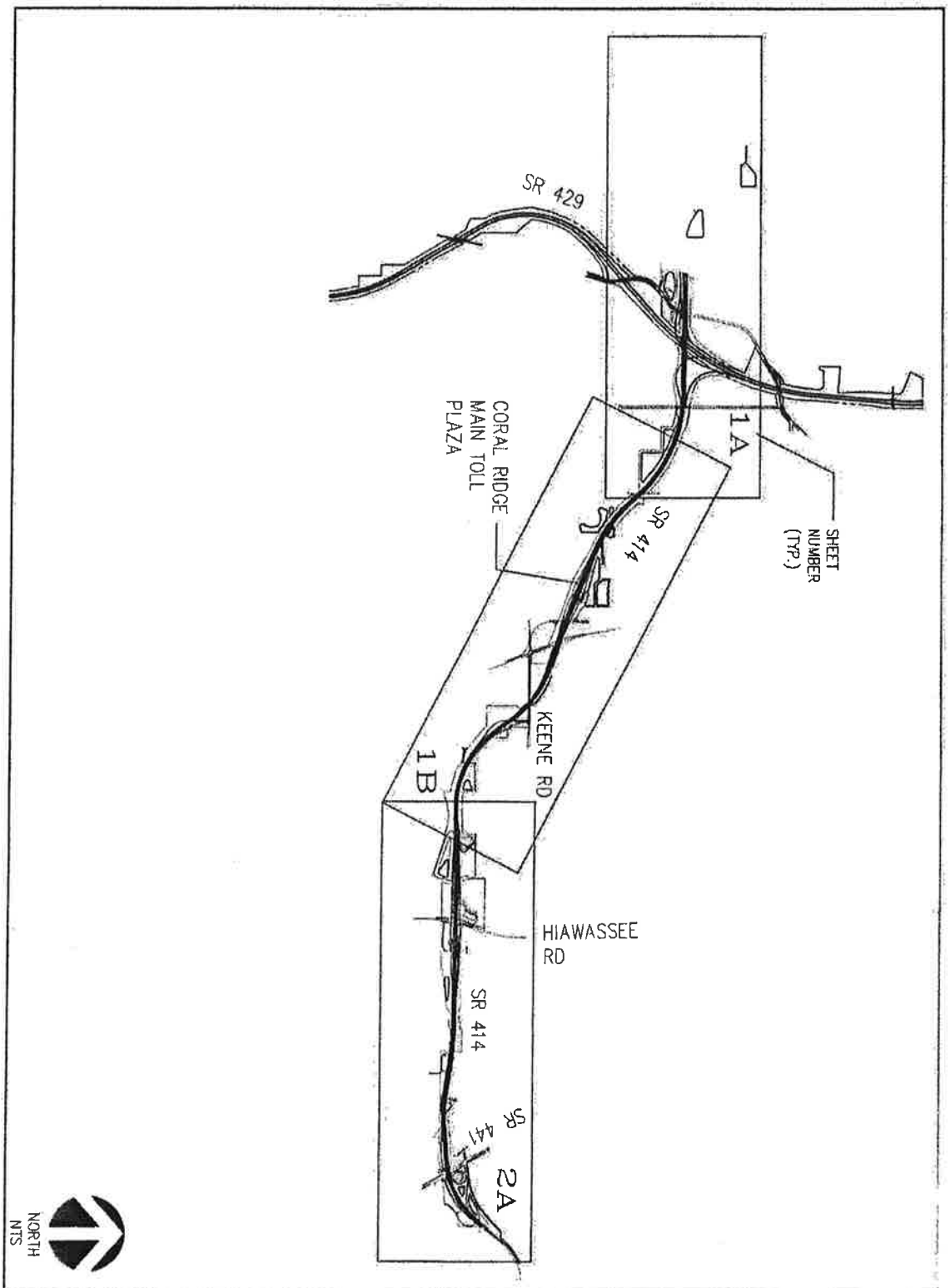
DATE: 1/31/2013

SHEET: 3

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY



4	AQUATIC VEGETATION CONTROL REFERENCE MAP	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SHEET:	S.R. 429 DANIEL WEBSTER WESTERN BELTWAY	
DATE: 1/31/2013		



KEY

SHEET:

DATE: 1/31/2013

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 414 JOHN LAND APOPKA EXPRESSWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 414 JOHN LAND APOPKA EXPRESSWAY

DATE: 1/31/2013

SHEET: 1

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

AQUATIC VEGETATION CONTROL REFERENCE MAP

S.R. 414 JOHN LAND APOPKA EXPRESSWAY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: 1/31/2013

SHEET: 2

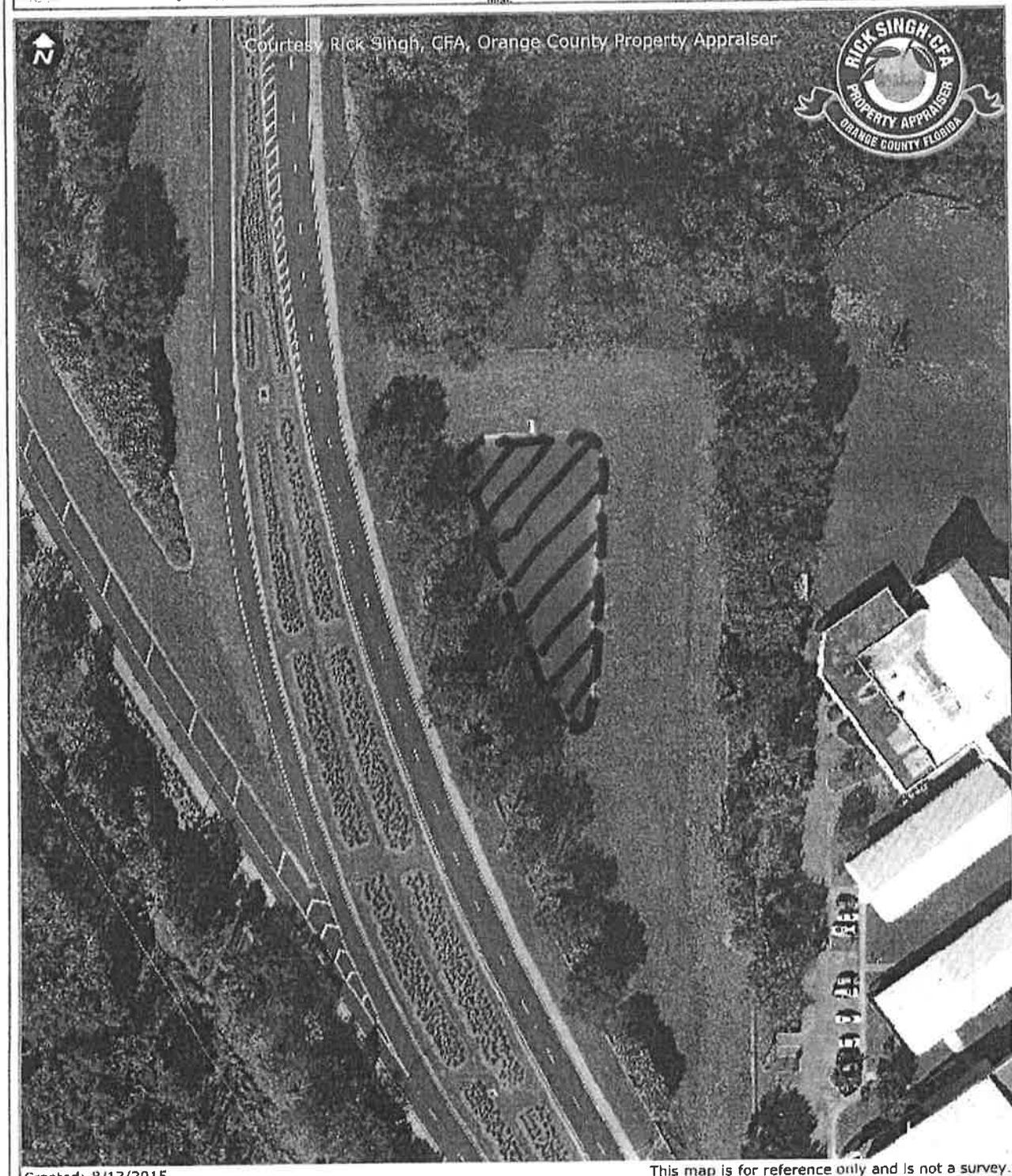
0.33 AC
550 LF

408 · CLARK RD

7·2014

OCPA Web Map

Florida Turnpike | Interstate 4 | Toll Road | Major Roads | Public Roads | Gated Roads | Road Under Construction | Proposed Road | Brick Road | Block Line | Lot Line | Residential | Agriculture | Commercial/ Institutional | Governmental/ Institutional/ Misc | Commercial/ Industrial Vacant Land | Agricultural Cartilage | Hydro | Waste Land | Parks | Lakes and Rivers | Building | Block Number | Lot Number | Parcel Number | Parcel Address | Parcel Dimens



Created: 8/13/2015

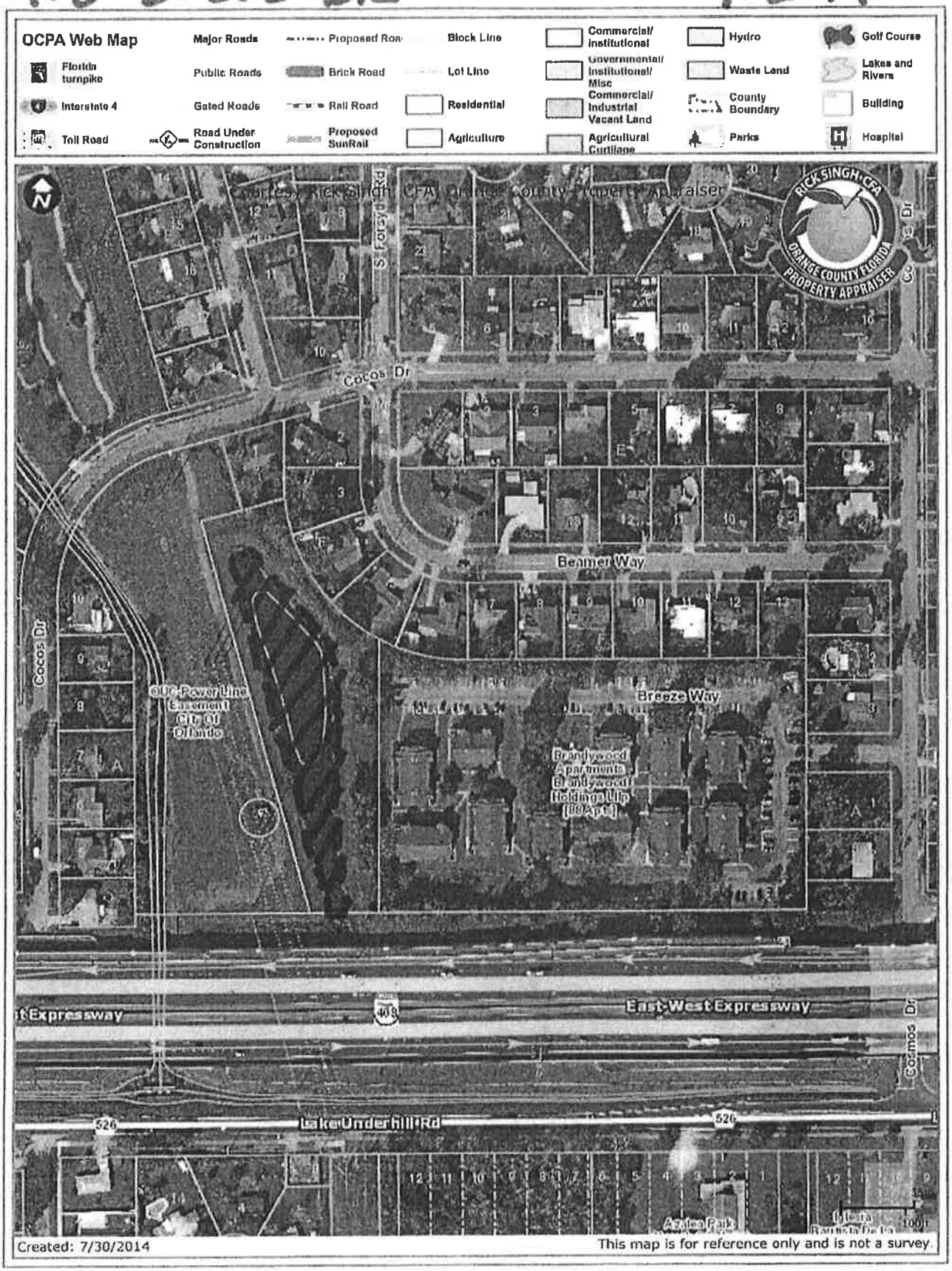
This map is for reference only and is not a survey.

6.50 AC.
2700 LF

408. PARK OF THE AMERICAS 7.2014

0.86 ac
1,270 LF

408 · COCOS DR 7.2014



408 · CHICKASAW TRAIL

1.50 AC
1,075 LF

7.2014

408 · DEAN MTP

0.66 AC
780 LF

8·2015

2.20 AC
1,200 LF

408 · ROUSE RD · WEST SIDE 7·2014

4.15 AC.
1,800 LF

408 · ROUSE RD · EAST SIDE 7·2014

408 · ALAFAYA TRAIL 1.0 AC. 1,100 LF 7·2014

408 · WOODBURY RD. 1.7 AC 1,600 LF 7.2014

408 · ELON RD. MITIGATION 1 & 2

① 2.40 AC 1,580 LF
② 4.80 AC 2,250 LF

8 · 2015

OCPA Web Map

Florida Turnpike	Major Roads	Proposed Road	Block Line	Commercial/ Institutional	Hydro	Golf Course	
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/ Institutional/ Misc	Waste Land	Lakes and Rivers	
Toll Road	Gated Roads	Rail Road	Residential	Commercial/ Industrial Vacant Land	County Boundary	Building	
	Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parks	Hospital	

Created: 8/13/2015

This map is for reference only and is not a survey.

5.75 Ac
2,100 LF

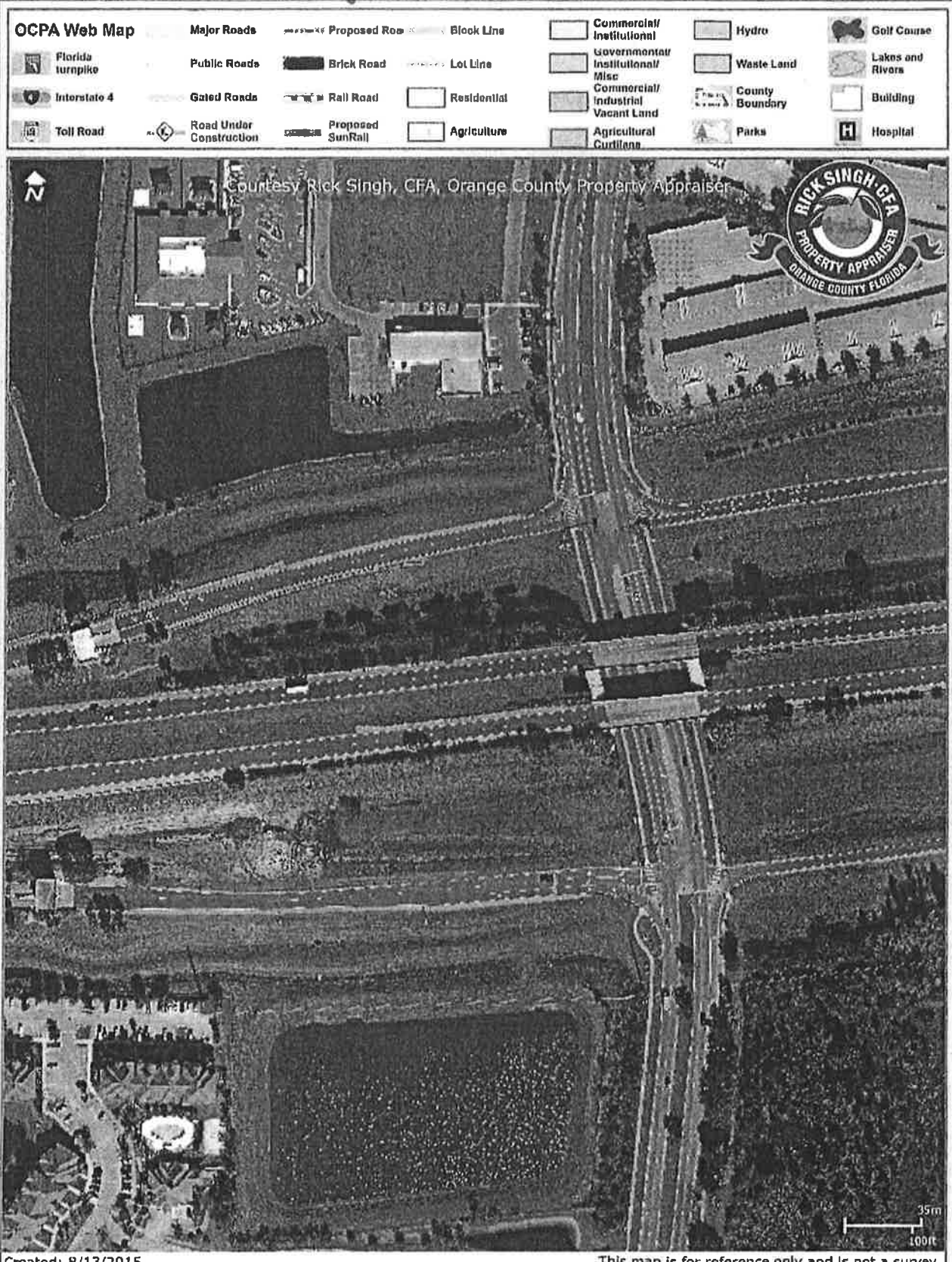
408 - Dean Rd. Mitigation

8.2015

0.125 AC
700 LF

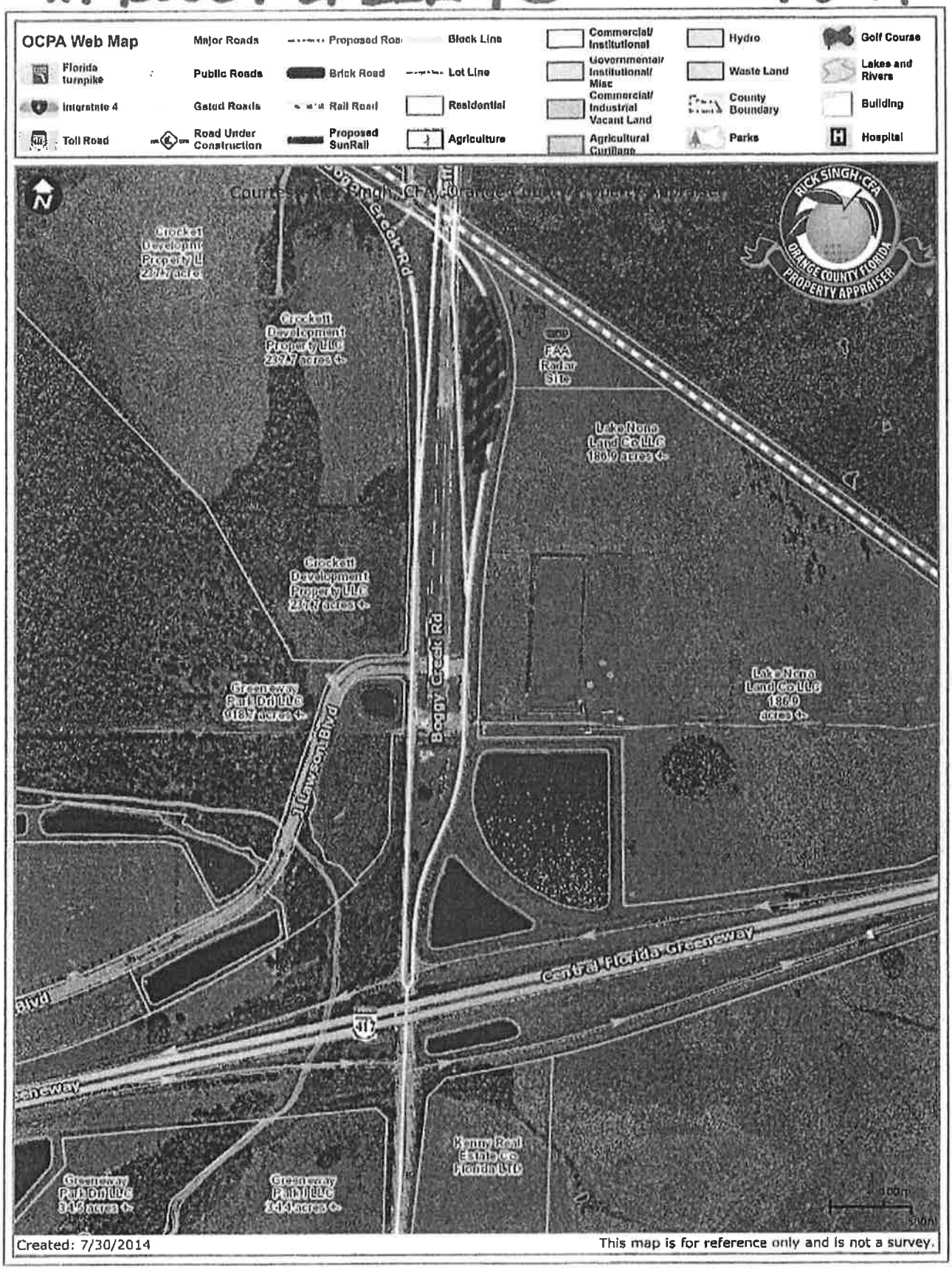
417 - LANDSTAR NW DITCH

8.2015



1.25 AC
2,000 LF

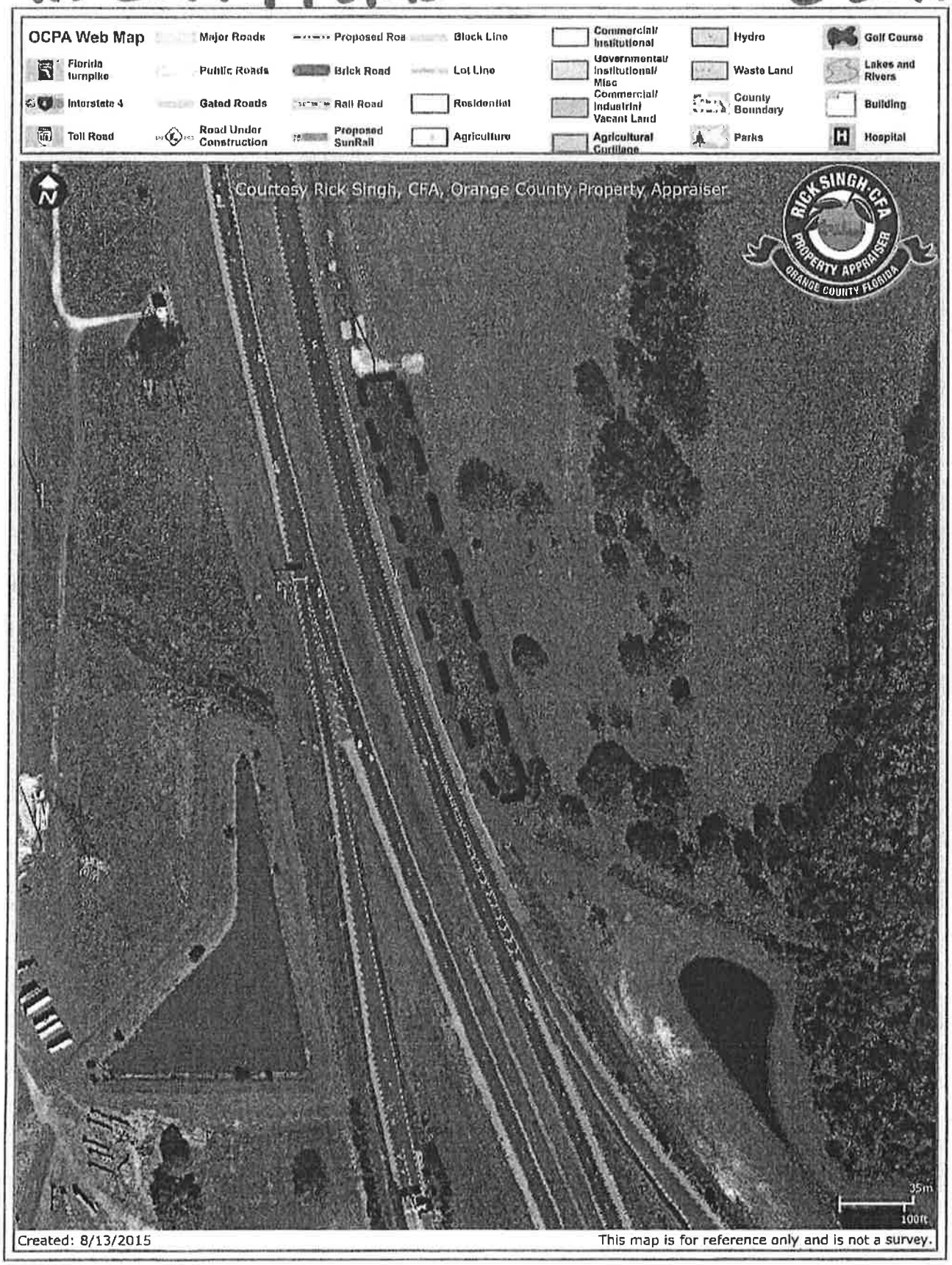
417. BOGGY CREEK RD 7.2014



417 · CURRY FORD

0.90 AC
1,500 LF

8·2015

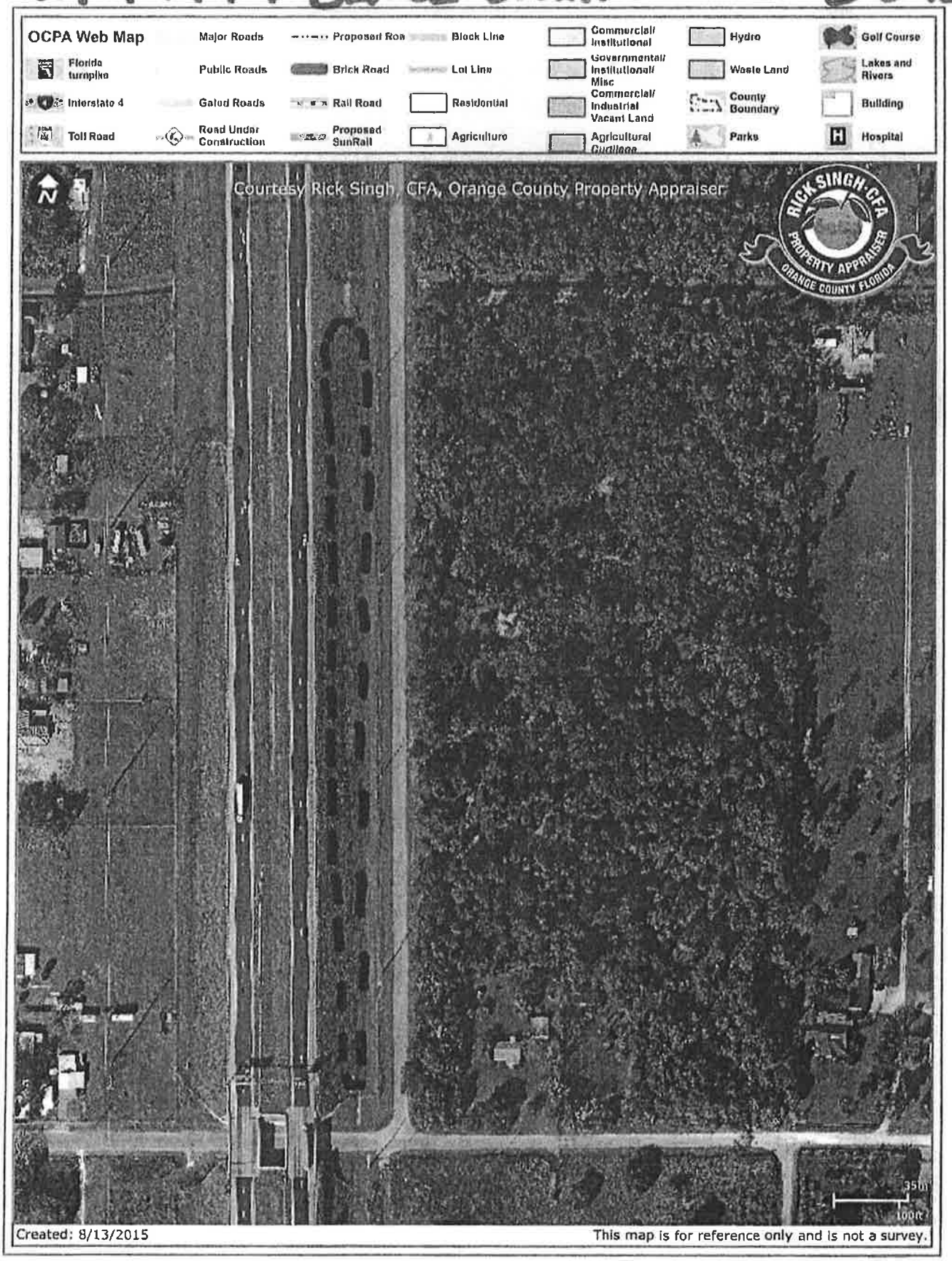


417 · BERRY DEASE · SOUTH

1.0 AC
2,500 LF

SEASONAL DITCH

8·2016



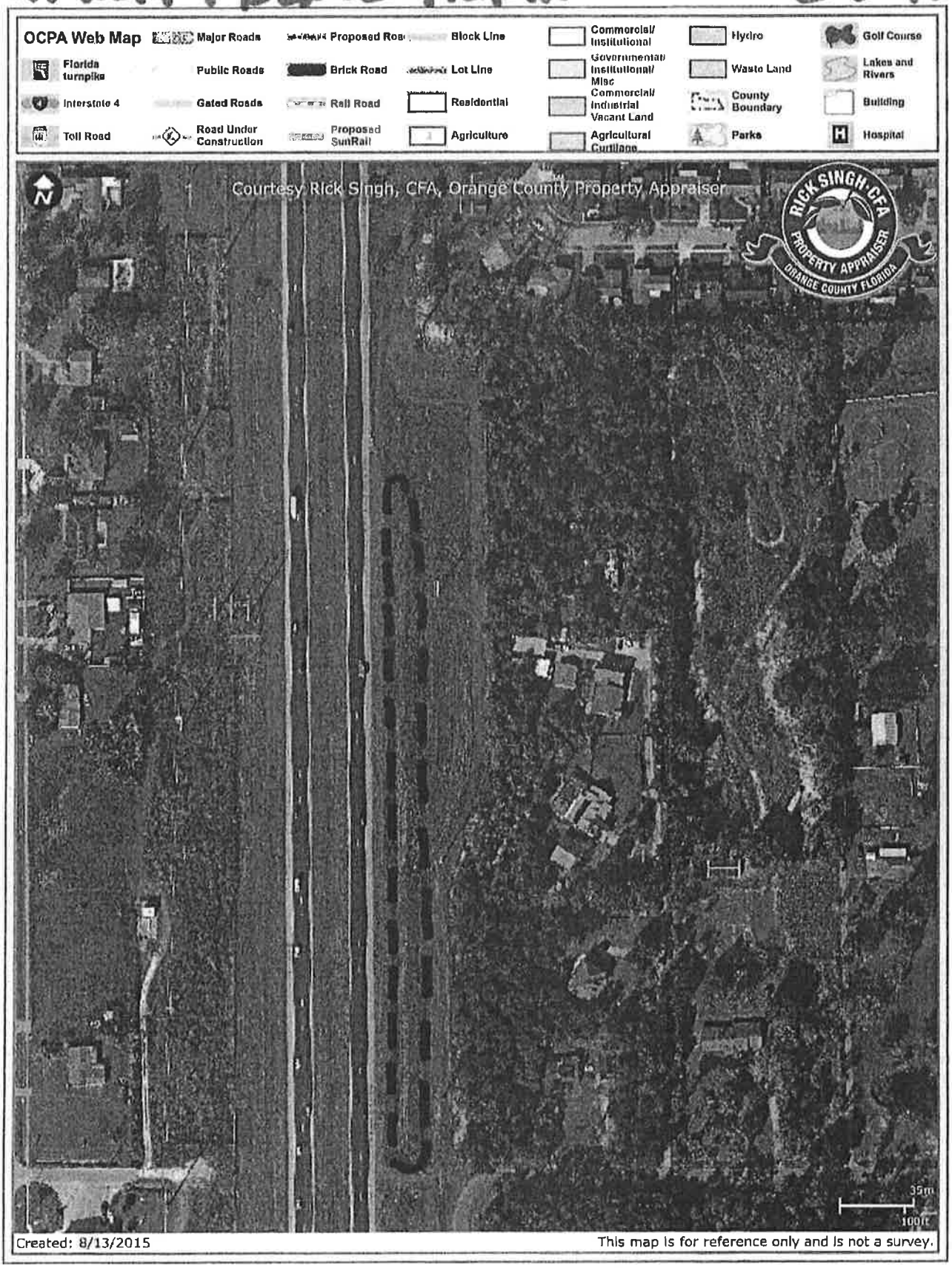
417-BERRY DRIVE-MIDDLE

1.0 AC
2,500 LF

SEASONAL DITCH

8-2015

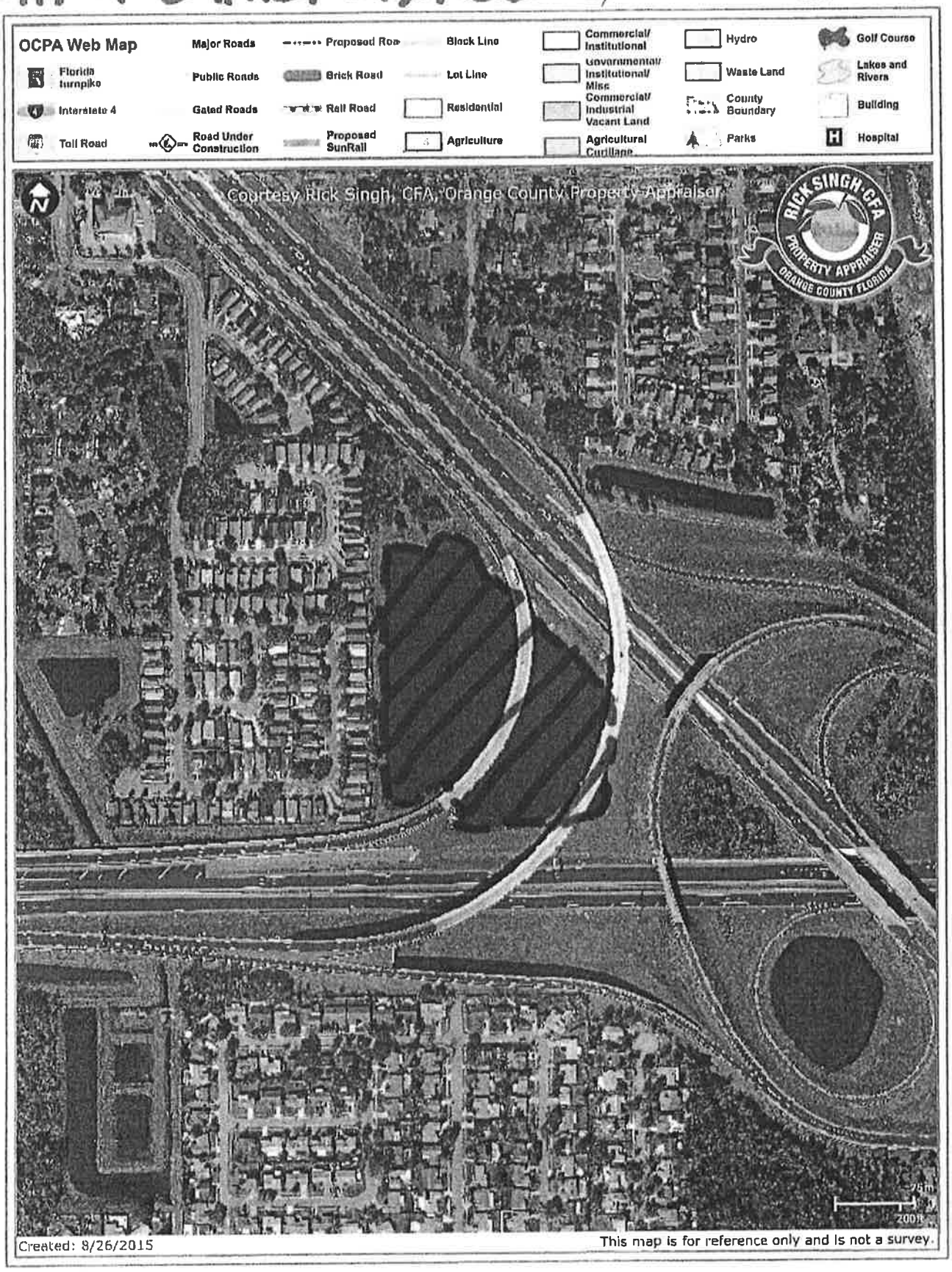
417 · BERRY DEASE · NORTH 0.5 ac 1,600 LF SEASONAL DITCH 8·2015



417 · 408 INTERCHANGE

11.25 AC
3,000 LF

$ · 215



CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 20, 2016

RE: Approval of Contract Renewal with
The DRS Group of Florida for Document Conversion Services
Contract No. 000978

Board approval is requested for the first renewal of the referenced contract with The DRS Group of Florida, in the amount of $0.00 for a one year period beginning October 3, 2016 and ending on October 2, 2017. The original contract was three years with two one-year renewals.

Original Contract Amount	$211,425.00
Supplemental No 1 (Accounting Bonds)	$ 45,000.00
Supplemental No. 2 (Adj. hourly)	$ .00
Supplemental No. 3	$105,000.00
First Renewal	.00
Total Contract Amount	$361,425.00

The services to be provided by The DRS Group of Florida, under this renewal include record conversion and archiving service for permanent and long term documents.

Reviewed by:
Vicki McElroy, FCRM
Manager of Public Records

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

WWW.CFXWAY.COM

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000978

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of August, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and The DRS Group of Florida , herein after called the "Contractor."

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated August 28, 2013, with a Notice to Proceed date of October 3, 2013, whereby CFX retained the Contractor to provide records conversion 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 3rd day of October, 2016 and ending the 2nd day of October, 2017 at the cost of $0.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Contract ending October 2, 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 Original Contract ending October 2, 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.

CONTRACTOR

BY: _____
Authorized Signature

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witness:

Witness (1) _____
Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

Legal Approval as to Form

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 3 entered into this 12th day of May , by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (" CFX"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. "CFX" has determined it necessary to increase the Contract amount by $105,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,

2. 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 as outlined in Exhibit "A" including the "additional hours" at the hourly rate as established in Exhibit "A"; and,

3. "CFX" and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

Original Contract	211,425.00
Supplemental No. 1 (Accounting-Bonds)	45,000.00
Supplemental No. 2 (Adj. hourly)	.00
Supplemental No. 3	105,000.00
Total Revised Contract Amount (Not-To-Exceed)	361,425.00

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: $105,000.00

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

"CFX":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 6.1.16

"Consultant":

THE DRS GROUP OF FLORIDA, INC.

By: _____
Authorized Signature

Print Name: John Civale

Title: EVP

Attest: _____
Notary

Date: May 19, 2016

JUANA R. PECORARO
NOTARY PUBLIC
My Comm. Expires
June 27, 2017
No. FF 31837
STATE OF FLORIDA

"EXHIBIT A"

SUPPLEMENTAL AGREEMENT 3
ORIGINAL BID-QUANTITY ADJUSTMENTS-S/A 2 ADDED ITEM 14 TO
CONTRACT NO. 000978
RECORDS CONVERSION SERVICES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	500	Per Box	Document Preparation (Estimated 2,500 documents per box average)	$32.000	$16,000.00
2	300	Per Set	Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36"	$0.750	$225.00
3	700,000	Per image	Scanning Paper Documents 8 1/2" x 11" , 8 1/2" x 14" to CD or DVD	$0.059	$41,300.00
4	200,000	Per image	Scanning Paper Documents 11" X 17" to CD or DVD	$0.059	$11,800.00
5	96,500	Per image	Scanning Paper Documents 24" X 36" to CD or DVD	$0.680	$65,620.00
6	700,000	Per image	Microfilming 16mm Documents 8 1/2" x 11" , 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	$0.026	$18,200.00
7	200,000	Per image	Microfilming 16mm Documents 11" X 17" from digital, CD, DVD,FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	$0.026	$5,200.00
8	100,000	Per image	Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	$0.220	$22,000.00
9	5	Per Hour	Indexing Assistance	.0 Incl	
10	99,324	Per file	Indexing scanned documents	$0.100	$9,932.40
11	99,324	Per file	Indexing microfilm documents	$0.100	$9,932.40
12	4,000	Per Container	Indexing storage medium for CD/DVD or Microfilm	.0 Incl	
13	10	Per Roll	Duplication of Original Silver Film to Diazo	$20.000	$200.00
14	560	Hour	Hourly Assistance with Inventory Preparation (S/A 2)	$19.670	$11,015.20
			ORIGINAL PRICE WITH QUANTITY ADJUSTMENTS		**$211,425.00**

Note: Quantities were for bidding purposes only. Original Bid and Supplemental 2 -Line 14 added
Supplemental 3 has no changes from Per Unit price from Original Bid and SA 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 2 entered into this 11th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion. There will be no increase in the Contract amount or the Contract term.

2. The Consultant hereby agrees to the adjustment in the Contract quantities and the addition of an hourly rate line item for inventory processing as shown on the attached "Exhibit "A" with no increase in the Contract amount or Contract time.

3. The Authority and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

This Supplemental Agreement is necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: $0.00

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

"Authority":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 5/14/15

"Consultant":

THE DRS GROUP OF FLORIDA, INC.

By: _____
Authorized Signature

Print Name: John Civile

Title: EVP

Attest: Rosalie Gray
Notary

Date: 5/13/2015

Did produce Florida Drivers License as Identification.

Rosalie D. Gray
State of Florida
My Commission Expires 10/09/2018
Commission No. FF 167368

RECEIVED
CONTRACTS DEPT
5/15/15
SIGNATURE / DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 14th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to increase the Contract amount by $45,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,

2. 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 as outlined in Exhibit "A" excluding a new line item "additional hours" at the hourly rate as established in Exhibit "A"; and,

3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, 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 complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: $45,000.00

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

"Authority":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 10/13/14

"Consultant":

THE DRS GROUP OF FLORIDA, INC.

By: _____
Authorized Signature

Print Name: John Cruz

Title: SVP

Attest: _____
Notary

Date: 10/09/2014

GUILLERMO ZEPEDA
NOTARY
My Comm. Expires
May 19, 2016
No. FF 124622
Bonded through
CNA Surety
PUBLIC
STATE OF FLORIDA

THE DRS GROUP

Exhibit "A"

Products and Services Price Quote

The DRS Group of Florida
11281 Interchange Circle South
Miramar, FL 33025
954 538-1112

Date: 9/26/14
Quotation #: <Quote Number>
Customer ID:
Quotation valid until:
Prepared by: John Civale

Bill To: **Central Florida Expressway Authority**
4974 ORL Tower Rd
Orlando, FL 32807
Robert Johnson (407) 690-5000
JohnsonR@oocea.com

Ship To:

		Invoices		
Qty	**Part No.**	**Description**	**Unit Cost**	**Total Cost**
260,000	Scan	Scan 130 boxes of invoices average box has 2000 images	.059	15,340.00
130	Prep	Prepare 130 boxes of invoices	32.00	4,160.00
130	Additional hours	Additional time to index outside the original SOW	19.67	2,557.10
300,000	microfilm	Convert images to Microfilm Not to exceed $30,000	.022	6,600.00
			TOTAL	28,657.10

		Journal entries and statements		
Qty	**Part No.**	**Description**	**Unit Cost**	**Total Cost**
75,000	Scan	Scan TBD boxes of invoices average box has 2000 images	.059	4,425.00
100	Prep	Prepare TBD boxes of invoices	32.00	3,200.00
100	Additional hours	Additional time to index outside the original SOW	19.67	1,967.00
100,000	microfilm	Convert images to Microfilm Not to exceed $15,000	.022	2,200.00

- **All quantities are estimates, actual quantities may be more or less.**
- **Total NOT TO EXCEED $45,000.00**

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
THE DRS GROUP OF FLORIDA, INC.

RECORDS CONVERSION SERVICES

CONTRACT NO. 000978

CONTRACT DATE: AUGUST 28, 2013
CONTRACT AMOUNT: $211,425.00

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, ADDENDUM, PROPOSAL AND FORMS

CONTRACT, SCOPE OF SERVICES, ADDENDUM,

PROPOSAL AND FORMS

FOR

RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

September 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

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

Executive Director

Max Crumit, P.E.

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CONTRACT

This Contract (the "Contract" as defined herein below), is made this 28th day of August, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and THE DRS GROUP OF FLORIDA, INC., 11281 Interchange Circle South, Miramar, Florida 33025, 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 provide records conversion services and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000978; and,

WHEREAS, on or about June 29, 2013, the AUTHORITY issued an Invitation to Bid seeking bids from qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Invitation to Bid and was ultimately selected as the low responsive and responsible bidder;

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 records conversion 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 Addendum,
1.4 The Method of Compensation,
1.5 The 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 150 days prior to the expiration of the initial three-year Contract Term and any subsequent renewals.

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 $211,425.00

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 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.

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,

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,

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

12. 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.

13. 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.

14. 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 AUTHORITYs 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.

15. 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.

16. 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.

17. OTHER SEVERABILITY

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

18. GOVERNING LAW

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

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

19. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORTIY 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.

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If 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.

THIS SPACE INTENTIONALLY BLANK

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 August 28, 2013.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

Date: 9/26/13

THE DRS GROUP OF FLORIDA, INC.

By: _____

Print Name: John Civale

SVP
Title

ATTEST: _____ (Seal)

DATE: 9/9/2013

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

SCOPE OF SERVICES
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

1.0 PROJECT OVERVIEW

The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform record conversion services for the Orlando-Orange County Expressway Authority (Authority) as described herein.

Services shall include, but are not limited to: (i) preparing and microfilming documents including large format drawings and construction plans; (ii) converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm; (iii) scanning documents to CD's or DVD's; (iv) delivering finished microfilm, CD's, or DVD's; (v) providing film verification assistance on a schedule approved by the Authority; (vi) assisting in the design of the indexing configuration. With the exception of microfilming, services shall be performed on-site at the Authority's Headquarters Building.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor's standard work hours at the Authority's site shall be between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding the Authority's observed holidays. The Authority may require the Contractor to perform work during non-standard hours outside the standard work hours. Non-standard hours will be authorized in writing by the Authority. The Contractor shall advise the Authority 48 hours in advance of its projected work schedule for each week. The Contractor shall perform no work during the Authority's observed holidays without the prior written permission of the Authority.

The Authority's observed holidays are listed as follows:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

2.2 In the event an emergency condition is declared by the Authority's Executive Director or Deputy Executive Director or their respective designees, the Contractor shall perform work during such hours as specified by the Authority.

2.3 The Contractor shall provide the necessary experienced personnel to support the services required by the Contract. The Contractor shall remove any employee whose work performance, in the Authority's opinion, is not satisfactory, and replace such personnel with employee(s) satisfactory to the Authority. In no event shall the Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

2.4 All Contractor employees shall wear business casual attire while working at the Authority site.

2.5 The Contractor shall comply with all Authority security policies, plans and procedures.

2.6 The Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's employees.

2.7 The Contractor shall, at no additional cost to the Authority, correct any improper work resulting from faulty workmanship.

2.8 The Contractor shall be responsible for restoring, at no cost to the Authority, any and all records that are damaged while under the care of the Contractor, regardless of whether the damage results from improper or negligent practices, vandalism, act of God, etc.

2.9 Payments to the Contractor shall in no way constitute a waiver of any warranty requirements.

3.0 PRODUCT AND MATERIALS

3.1 The Authority will provide original documents for filming and scanning as follows:

3.1.1 Documents: written documents, ranging in sizes from 8.5" x 11" to 11" x 17", in 1.2 cubic foot storage boxes. Contractor shall prepare the documents for scanning and/or filming.

3.1.2 Drawings/Plans: architectural and engineering drawings/plans, in sizes from 8.5" x 11" to 24" x 36", in 1.2 cubic foot storage boxes; or in 33" x 43" X 1" flat boxes. Contractor shall prepare the documents for scanning and/or filming. Plans are bound with two (2) or three (3) post ranging from ½ inch to 4 inches; spiral comb binding, or stapled. Bound plans are considered a set and may range from 50 to 1000+ pages.

3.1.3 Digital Files: CD's, DVD's or electronic documents transferred from the Authority's FTP site to the Contractor for the purpose of microfilming. The Authority will provide the FTP link to the Contractor when electronic documents are placed on the Authority's FTP for transfer to the Contractor.

3.2 The Contractor shall provide the following materials and equipment:

3.2.1 Blank Film: Shall come in 5mm, one hundred (100) foot rolls, manufactured from safety base film (silver type on polyester base), for originals to produce density and resolution as defined in Rule 1B-26.0021, Florida Administrative Code. In addition, film shall meet or exceed

American National Standards Institute (ANSI) standards. Roll cores shall be made of non-ferrous materials with a corrosion resistant finish or other non-corroding plastic, which in any event will not react with the film. Roll cores that give off reactive fumes or exudations during storage shall not be used. (Ref: Kodak, Fuji, Agfa, or other approved equivalent product. Equivalency shall be determined by the Authority).

3.2.2 Film Storage Containers: Shall be plastic and designed to accommodate a front and top label indicating whether the roll is an original or duplicate, the roll number, date, and appropriate information as supplied by the Authority. Acid Free Boxes can be used to hold duplicate copies of the microfilm.

3.2.3 CD's and DVD's for converting original documents, or transferring electronic documents for the purpose of microfilming. The Contractor shall use RW type CD's with a minimum capacity of 700MB/80 minutes and/or RW type DVD's with a minimum capacity of 4.7GB when performing document scanning activities. These CD's/DVD's shall be compatible with CD/DVD/RW disk drives utilized in Hewlett Packard computers and may be manufactured by Maxell, Sony, Memorex, TDK, Verbatim, or equivalent alternate product.

3.2.4 The cost of materials necessary to perform the services specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

4.0 PERFORMANCE REQUIREMENTS

4.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

4.2 Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the Authority's representative.

4.3 Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. At no time shall work beyond the scope be performed without prior written authorization from the Authority's representative.

4.4 The Contractor shall utilize maximum safety precautions. Tools and equipment shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor shall inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment shall be left unsecured on the project site at any time. The Authority assumes no responsibility for the Contractor's materials or equipment.

4.5 The Contractor shall allow the Authority's representative access to any and all Authority owned documents, drawings, plans, and Contractor generated products during the performance of service.

4.6 The Contractor shall keep a written index of all documents, drawings, plans, received from the Authority until such documents, drawings/plans, are returned to the Authority.

4.7 The Contractor shall advise the Authority as soon as practical of any defect or condition which may adversely affect the completion of work requested under the scope of services.

4.8 The Contractor shall take measures necessary to prepare paper documents for microfilming, which includes, but is not limited to, removal of all staples, paper clips, screws, removing documents from binders, page orientation, removal of post-it notes, etc. The Contractor shall reassemble documents and return them to their original state.

4.9 The Contractor shall not in any way damage original documents, drawings or plans.

5.0 MICROFILMING AND SCANNING REQUIREMENTS

5.1 The Contractor shall adhere to the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1B-26.0021, Florida Administrative Code Records Management – Standards and Requirements–Microfilm Standards, which meets or exceeds the American National Standards Institute (ANSI) standards.

5.2 Documents shall be scanned with a resolution of 300 dpi by the Contractor in a secured room on the Authority's property. Documents shall be scanned into a PDF or TIFF format. Format will be determined by the Authority based upon document type. Scanned documents shall be placed on a CD or DVD as described in section 3.2.3. The microfilming shall take place at the Contractor's facility utilizing electronic files.

5.3 The Contractor, with the assistance of the Authority's representative, shall develop indexes for scanning and microfilm. The Authority has identified seven (7) index types: minutes; consent agenda; resolutions; right-of-way; invoices; bonds; and project files. These index types are all permanent with the exception of invoices. More index types may be identified and Contractor assistance requested throughout the term of the Contract.

5.4 The Contractor shall provide indexes on the disk and microfilm outlining the contents of each. Disk and microfilm shall be created in a fashion whereby documents contained therein may be located as quickly as possible.

5.5 The Contractor shall transfer scanned documents from CD's, DVD's or FTP site to microfilm 16mm or 35mm film based upon document size. The Contractor shall return the RW type CD/DVD when delivering the microfilm. The Contractor shall notify the Authority's representative upon completion of downloading documents from the FTP site.

5.6 If less than one quarter (1/4) of a roll is left upon completion of filming of a project, Contractor shall begin a new roll for the next project. If more than one quarter (1/4) of a roll is left upon completion of filming a project, Contractor shall insert 25 spaces and begin filming the next project. After processing, the roll shall be cut to separate the next project onto a different roll.

5.7 The Contractor shall process and test all original microfilm. Contractor shall conduct and document Methylene Blue Test on each batch of processed original film, or on one (1) out of every ten (10) rolls of original film, for concentration of residual thiosulfate. The methylene blue test must not exceed 14 micrograms per square centimeter.

5.8 The Contractor shall provide (1) silver polyester base 5mm thick original and one (1) Diazo duplicate of each 5mm thick 100 foot roll from permanent documents.

5.9 If requested by the Authority's representative, the Contractor shall provide a Diazo duplicate of 5mm thick 100 foot roll from a silver polyester base 5mm thick 100 foot roll original.

5.10 When submitted to the Authority, all completed film shall be fully compatible with the microfilm reader and conversion equipment the Authority will be purchasing. Anticipated purchase will be a ScanPro 2000 or equivalent.

5.11 The Contractor shall provide on each loaded disk a label identifying the information that is on the disk and include the "Burn" date. The loaded disk shall be inserted in a jewel case containing an insert that also identifies the information on the disk and the "Burn" date. The Authority's representative will provide instruction as to labeling index requirements. If more than one disk is needed for a project, the disks shall be numbered "Disk 1 of X", "Disk 2 of X", etc.

5.12 The Contractor shall provide on each microfilm reel a label identifying the information that is on the microfilm reel and include the "Film" date. The loaded microfilm reel shall be inserted in a microfilm container as described in 3.2.2 above. The Authority's representative will provide instruction as to labeling index requirements. If more than one microfilm is needed for a project, the microfilms shall be numbered "Microfilm 1 of X", "Microfilm 2 of X", etc.

6.0 DELIVERY/PICKUP LOCATIONS

6.1 Delivery and pickup shall be to and from Orlando-Orange County Expressway Authority located at 4974 ORL Tower Road, Orlando, Florida 32807

6.2 The Authority reserves the right to add or remove any locations at any time during the term of the Contract. Any such changes will be documented in writing by the Authority.

6.3 The Contractor shall coordinate delivery of completed film with the Authority's representative.

6.4 Upon delivery, the Contractor shall supply the Authority with documentation supporting the delivery. Documentation provided shall include the following information:

- Contractor internal tracking number,
- Time and date of request for delivery,
- Name of Authority representative requesting delivery,
- Authority assigned box or carton number(s), and
- Authority description(s) from the exterior of the box and the initial index and filing paperwork.

7.0 INSPECTION AND APPROVAL

7.1 The Authority's representative will inspect the first roll of microfilm prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.

7.2 The Authority's representative will inspect the first CD or DVD prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.

7.3 At the completion of any assigned project, the Authority's representative will conduct an inspection of all film, CD's, DVD's, and other Contractor generated materials provided.

7.4 Any deficiencies noted during an inspection shall be corrected by the Contractor at its expense within seven (7) business days from the date of inspection.

8.0 REPORTS

8.1 Upon project completion, the Contractor shall provide the Authority an updated inventory bar code list of completed deliverables.

8.2 Upon project completion, the Contractor shall provide a master electronic inventory of all documents in a format acceptable to the Authority.

8.3 The Contractor shall submit all reports prior to submitting the final invoice.

8.4 The cost of the required reports specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

END OF SCOPE OF SERVICES

Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Planholders of Record
FROM	Claude Miller, Director of Procurement
DATE:	July 17, 2013
SUBJECT:	Contract No. 000978, Records Conversion Services - Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 2013, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 3 pages.

RESPONSES TO QUESTIONS

1. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: Is this an all or none bid? Are we required to provide ALL services, or can we just bid on partial services?

R: All line items are to be bid on. Partial bids will be deemed non-responsive.

Q002: What is proposed for tracking paper files in and out of conversion?

R: Refer to RFP, Scope of Services, Section 4.6

Q003: Is there a procedure in place to cover the instance of a paper file being needed during conversion?

R: Refer to RFP, Scope of Services, Section 4.5

Q004: Will it be necessary to identify files that have been converted by physical means, i.e. annotating the paper file after conversion with an identifying mark?

R: No

Q005: How will a "project be defined?"

R: The Authority will define the project(s).

Q006: If the vendor is prepared to place a microfilm camera onsite would that be acceptable? In some circumstances, with some records, filming the paper directly results in superior resolution and density of image. The subsequent scanning of the microfilm provides an improved electronic image over that which can be achieved by scanning the paper directly.

R: Yes however, Scope of Services, Section 5.2 still applies.

Q007: Can you tell me who is the current provider of these services? Can you supply a bid tab/award notice from the prior bid?

R: The awardee of this solicitation will be the first provider.

Q008: Is subcontracting allowed? If so, due to the contract amount does the vendors have to disclose the subcontractor(s) when submitting their responses to allow the Authority to use that information in determining the responsive bidders?

R: Yes subcontracting is allowed and they must be disclosed. All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

Q009: How will the Authority handle the security of Human Resource records if subcontracting is allow? Ie offshore or near shore indexing or other services being subcontracted.

R: All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

Q010: What is the disposition of the documents once they are scanned?

R: Documents will be returned to the Authority's representative in accordance with Scope of Services, Section 4.8.

Q011: Recommend the Authority to get separate price for each service so you can determine if the cost of re-prepping is justifiable for every project?

R: Bid items remain unchanged.

Q012: During the walk through we saw many color images (engineering plans) and the assumption was that they are to be scanned in color due to graphs and color coding schematics . In our industry color

scanning is slower process and should be considered a separate line item.

R: Black and white imaging will be the standard for scanning color documents unless color is warranted to insure the scanned document is clear, concise and accurate. That determination will be made by the Authority. Bid items remain unchanged.

Q013: Is the estimated volume for all three years of service?

R: Yes.

Q014: Would we be able to perform any imaging related services off-site and off shore such as indexing?

R: Yes services may be performed off-site but, subcontracting outside the continental United States (CONUS) is prohibited.

Q015: Would we be able to use our 3rd party partners for processing microfilm?

R: See response to Q014 above.

Q016: Is OOCEA open to getting this project done quicker than 3 years?

R: OOCEA will progress as quickly as possible based upon annual budgetary and resources available. The estimated volume / term of service remain unchanged.

Q017: What does "providing film verification assistance on a schedule approved by the Authority" on page SS-1 mean?

R: Contractor will assist in the initial review of microfilm being submitted to the Authority for each project that has new indexing. This assistance will include an explanation and demonstration on how the indexing on the microfilm is utilized to quickly identifying and locating the desired document(s).

END OF ADDENDUM NO. 1

METHOD OF COMPENSATION
RECORD CONVERSION SERVICES

1.0 PURPOSE

This document 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, the Contractor will be paid at the rates shown in the Price Proposal for all work completed and accepted by the Authority.

3.0 METHOD OF COMPENSATION

3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Manager of Procurement. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

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 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.

3.3 Contractor shall receive and accept the compensation and payment provided in its Price Proposal and the Contract as full payment for all labor, materials, expenses, supplies and incidentals required to be provided by the Contractor in the Scope of Services.

3.4 The Contractor shall promptly pay all suppliers their proportionate share of payments received from the Authority.

3.5 Payment for invoices received by the Manager of Procurement by the 1st of the month will be placed in the U.S. Mail on the last working day of the following month. Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor 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 it's designated representative. Any and all such payments previously withheld shall be released and paid to Contractor 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 Contractor, 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 Director of Procurement, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract 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 Contractor.

5.0 PROJECT CLOSEOUT

Final Audit: 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.

END OF SECTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

PROPOSAL OF

The DRS Group of Florida
(Name)

11281 Interchange Circle S. 954-553-4009
(Address) (Telephone No.)
Miramar, FL 33025

Submitted 7/29/2013

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Bidding Documents and the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Bidding Documents and the requirements under them of the Authority, for the unit prices shown on the Bid Form.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 7/17/13 Bidder and/or Representative Initial_____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial_____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

John Civale SVP

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to execute the Contract within 10 calendar days after the date on which the notice of award has been given.

The undersigned acknowledges that the Orlando-Orange County Expressway 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.

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The DBS Group of Florida Inc.

Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

The DBS Group of FL

Principal (Bidder)

By: John Civera

President or Vice President

Attest:

Secretary (or Assistant Secretary)

(Affix Corporate Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____

Principal (Bidder)

Signature: _____

Individual or Owner

Witness: _____

Witness: _____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Broward

Before me, the undersigned authority, personally appeared John Civitella who being

duly sworn, deposes and says he is SVP
(Title)

of DRS Group of Miramar, FL
(Firm) (City and State)

the bidder submitting the attached Proposal for the work covered by Authority Contract No. 000978 in Orange County, Florida.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named project. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public contract lettings in any other state.

Corporation Must
affix Seal

The DRS Group of Florida
(Bidder)

By: John Civitella

Title: SVP

****

STATE OF FLA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7/25/13 (Date),

by John Civitella SVP (Name of Officer or agent, title of officer or agent)

of The DRS Group of Florida Inc. (Name of Corporation acknowledging),

a Florida corporation, on behalf of the corporation. He/she is (State or place of incorporation)

personally known to me or has produced FLDL C140-461-62-377-0 (Type of identification)

as identification and did (did not) take an oath.

EE 871947 Notary Public, Commission No.

Samuel Ventura (Name of Notary typed, printed or stamped)

SAMUEL VENTURA NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires (SEAL ABOVE) No. EE 871947

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. The Authority will also disqualify such bidders on any work of the Authority until such participant shall have been reinstated as a qualified bidder.

* *

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

* *

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

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

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocea.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

The DRS Group of Florida
Company Name

By: John Civale

Title: SVP

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

The DES Group of Florida does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Bidder's Signature

7/23/13

Date

RECORDS CONVERSION SERVICES
CONTRACT NO. 000978
EQUIPMENT LIST

Provide a list of equipment necessary to perform records conversion services on-site at the Authority's Headquarters Building at 4974 ORL Tower Road, Orlando, Florida 32807.

MODEL NAME	MODEL NUMBER	MANUFACTURER	QUANTITY
1. Canon 9080C Scanner	9080C	Canon 110 Volts	2-4
2. Contex Large format	SD-4450	Contex 110 Volts	1-2
3. Tables	30" x 48" 30 x 60" 30 x 72"	—	2 2 2
4. Dell Computers	—	Dell	3-6
5. Chairs	—	—	3-6
6.			

The information provided herein is for information purposes only to ensure adequate space and power source(s) are available.

DBS will Not Subcontract Any Part of this RFP.

REFERENCES

The Bidder shall submit references with the name of the business, contact person, address, telephone number, fax number, email address, and date of service. The Bidder shall have a minimum of five (5) years of experience in providing records conversion services. If more than four (4) references are necessary to document the minimum of five (5) years of experience this sheet may be duplicated.

Business Name: City of Pembroke Pines
Point of Contact: Dan Stewart
Address: 10100 Pines Blvd
Pembroke Pines, FL 33026
Phone: 954 435-6570
Fax:
Email: dstewart@PPines.com
Date of Service: 7/2005 - Current

Business Name: Martin County
Point of Contact: John Gallagh
Address: 2401 SE Monterey Rd
Stuart, FL 34996
Phone: 772 288-5480
Fax:
Email: JGallagh@Martin.FL.US
Date of Service: 6/2005 - 6/2011

Business Name: GOAA
Point of Contact: Alice Young
Address: Greater Orlando
Airport
Phone: 407 825-2060
Fax:
Email: AYoung@Goaa.org
Date of Service: 8/1/2008 - 7/2/2013

Business Name: City of Tamarac
Point of Contact: Lillian Pabon
Address: 7525 NW 88th Ave
Tamarac, FL 33321
Phone: 954-597-3503
Fax:
Email: LillianP@Tamarac.org
Date of Service: 7/2004 - Current

*** BID FORM ***
CONTRACT NO. 000978
RECORDS CONVERSION SERVICES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	
1	500	Per Box	Document Preparation (Estimated 2,500 documents per box average)	32.00	16,000.00	
2	300	Per Set	Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36"	0.75	225.00	
3	800,000	Per image	Scanning Paper Documents 8 1/2" x 11" , 8 1/2" x 14" to CD or DVD	0.059	47,200.00	
4	200,000	Per image	Scanning Paper Documents 11" X 17" to CD or DVD	0.059	11,800.00	
5	100,000	Per image	Scanning Paper Documents 24" X 36" to CD or DVD	0.68	68,000.00	
6	800,000	Per image	Microfilming 16mm Documents 8 1/2" x 11" , 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.026	20,800.00	
7	200,000	Per image	Microfilming 16mm Documents 11" X 17" from digital, CD, DVD,FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.026	5,200.00	
8	100,000	Per image	Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.22	22,000.00	
9	5	Per Hour	Indexing Assistance	.0 Incl	Ø	Included
10	100,000	Per file	Indexing scanned documents	0.10	10,000.00	
11	100,000	Per file	Indexing microfilm documents	0.10	10,000.00	
12	4,000	Per Container	Indexing storage medium for CD/DVD or Microfilm	.0 Incl	Ø	Included
13	10	Per Roll	Duplication of Original Silver Film to Diazo	20.00	200.00	
			TOTAL BID		211,425.00	

Note: Quantities are for bidding purposes only. Actual quantities may vary.

E.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: July 20, 2016

RE: June 2016 Financial Reports

Attached please find the June 2016 Financial Reports. Please note that all year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2016. 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 JUNE 30, 2016 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 16 MONTH BUDGET	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$ 32,352,012	$ 29,268,789	$ 374,913,472	$ 337,299,999	$ 37,613,473	11.2%	10.3%
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,208,185	708,333	14,359,927	8,500,000	5,859,927	68.9%	31.6%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	611,110	499,417	7,193,151	5,033,000	2,160,151	42.9%	26.7%
TRANSPONDER SALES	21,867	5,421	166,627	65,054	101,573	156.1%	164.3%
OTHER OPERATING	106,857	212,186	1,356,894	2,139,103	(782,209)	-36.6%	-10.1%
INTEREST	462,190	155,083	3,722,191	1,899,109	1,823,082	96.0%	107.1%
MISCELLANEOUS	70,299	58,586	1,056,665	950,217	106,448	11.2%	10.2%
TOTAL REVENUES	34,832,521	30,907,815	402,768,926	355,886,482	46,882,444	13.2%	11.6%
O M & A EXPENSES							
OPERATIONS	5,562,669	5,658,625	40,726,447	44,740,075	4,013,628	9.0%	10.2%
MAINTENANCE	2,629,144	2,500,422	12,729,810	16,367,878	3,638,068	22.2%	-7.7%
ADMINISTRATION	859,800	1,007,390	7,089,685	7,590,346	500,661	6.6%	14.0%
OTHER OPERATING	229,053	445,955	1,931,700	2,675,731	744,031	27.8%	-24.8%
TOTAL O M & A EXPENSES	9,280,666	9,612,392	62,477,642	71,374,030	8,896,388	12.5%	4.9%
NET REVENUES BEFORE DEBT SERVICE	25,551,855	21,295,423	340,291,285	284,512,452	55,778,833	19.6%	12.9%
COMBINED NET DEBT SERVICE	11,895,607	11,895,737	142,462,525	142,811,432	348,907	0.2%	-0.4%
NET REVENUES AFTER DEBT SERVICE	$ 13,656,248	$ 9,399,686	$ 197,828,760	$ 141,701,020	$ 56,127,740	39.6%	25.0%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2016.

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 2015
FOR THE MONTH ENDING JUNE 30, 2016 AND YEAR-TO-DATE

	FY 2016 ACTUAL	FY 2016 BUDGET	VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE
Operations	$ 40,726,447	$ 44,740,075	$ 4,013,628	9.0%
Maintenance	12,729,810	16,367,878	3,638,068	22.2%
Administration	7,089,685	7,590,346	500,661	6.6%
Other Operating	1,931,700	2,675,731	744,031	27.8%
Total O M & A	$ 62,477,642	$ 71,374,030	$ 8,896,388	12.5%
Capital Expenditures				
Operations	$ 480,509	$ 663,700	183,191	27.6%
Maintenance	32,251	88,720	56,469	63.6%
Administration	110,979	110,500	(479)	-0.4%
Total Capital Expenditures	$ 623,739	$ 862,920	$ 239,181	27.7%

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2016.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Twelve Months Ending June 30, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	503,511	489,652	(13,859)	-2.83%
Violation Enforcement	3,390,889	3,406,500	15,611	0.46%
Information Technology	4,031,349	4,012,075	(19,273)	-0.48%
Information Technology - Projects	236,440	294,000	57,560	19.58%
Special Projects	281,315	284,984	3,669	1.29%
E-PASS Service Center	10,935,353	12,907,752	1,972,400	15.28%
Public Outreach/Education	744,944	868,000	123,056	14.18%
	20,123,802	**22,262,964**	**2,139,162**	**9.61%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	1,302,231	1,512,060	209,829	13.88%
Airport Plaza	1,231,857	1,960,159	728,302	37.16%
Dallas Plaza	1,368,253	1,450,912	82,659	5.70%
East-West Expressway (SR 408)				
Dean Plaza	1,358,685	1,494,861	136,176	9.11%
Conway Main Plaza	2,404,066	2,499,404	95,338	3.81%
Pine Hills Plaza	1,625,745	1,751,548	125,804	7.18%
Hiawassee Plaza	1,384,099	1,478,959	94,860	6.41%
Western Expressway (SR 429)				
Independence Plaza	1,367,261	1,494,020	126,759	8.48%
Forest Lake Plaza	1,437,915	1,551,864	113,949	7.34%
Greeneway Expressway (SR 417)				
University Plaza	1,341,578	1,456,567	114,989	7.89%
Curry Ford Plaza	1,346,477	1,446,942	100,465	6.94%
Boggy Creek Plaza	1,878,903	1,800,663	(78,240)	-4.35%
John Young Plaza	1,627,441	1,686,302	58,861	3.49%
John Land Apopka (SR 414)				
Coral Hills Plaza	1,408,642	1,556,550	147,908	9.50%
Subtotal Toll Facilities	**21,083,154**	**23,140,812**	**2,057,658**	**8.89%**
Total Operations Expenses	**41,206,956**	**45,403,775**	**4,196,820**	**9.24%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Twelve Months Ending June 30, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,782,320	2,073,559	291,239	14.05%
Expressway Operations	3,481,227	4,446,939	965,712	21.72%
Routine Maintenance	7,498,514	9,936,100	2,437,586	24.53%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**12,762,061**	**16,456,598**	**3,694,537**	**22.45%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Twelve Months Ending June 30, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	566,358	576,829	10,471	1.82%
General Projects	0	7,500	7,500	100.00%
Executive	1,811,233	1,824,348	13,115	0.72%
Communications	589,807	501,043	(88,764)	-17.72%
Human Resources	154,319	193,705	39,386	20.33%
Supplier Diversity	196,671	353,927	157,256	44.43%
Accounting	1,258,493	1,447,264	188,771	13.04%
Records Management	282,657	269,190	(13,466)	-5.00%
Construction Administration	426,918	461,934	35,016	7.58%
Procurement	402,528	461,603	59,075	12.80%
Legal	654,728	807,817	153,089	18.95%
Internal Audit	493,276	389,000	(104,276)	-26.81%
525 Magnolia	21,166	23,276	2,110	9.06%
Plans Production	342,509	383,409	40,900	10.67%
Grand Total Expenses	**7,200,664**	**7,700,846**	**500,182**	**6.50%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JUNE 30, 2016 AND YEAR-TO-DATE

	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 374,913,472	$ 337,299,999	$ 37,613,473	$ 339,955,290	$ 317,500,000	$ 22,455,290	$ 15,158,183
TOLLS COLLECTED VIA UTN'S AND PBP'S	14,359,927	8,500,000	5,859,927	10,915,300	7,100,000	3,815,300	2,044,627
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	7,193,151	5,033,000	2,160,151	5,677,714	4,080,000	1,597,714	562,437
TRANSPONDER SALES	166,627	65,054	101,573	63,052	43,200	19,852	81,721
OTHER OPERATING	1,356,894	2,139,103	(782,209)	1,509,078	1,182,836	326,242	(1,108,451)
INTEREST	3,722,191	1,899,109	1,823,082	1,797,596	1,227,610	569,986	1,253,096
MISCELLANEOUS	1,056,665	950,217	106,448	959,059	918,153	40,906	65,542
TOTAL REVENUES	402,768,926	355,886,482	46,882,444	360,877,089	332,051,799	28,825,290	18,057,154
O M & A EXPENSES							
OPERATIONS	40,726,447	44,740,075	4,013,628	36,967,726	38,051,899	1,084,173	2,929,455
MAINTENANCE	12,729,810	16,367,878	3,638,068	13,792,393	15,487,997	1,695,604	1,942,464
ADMINISTRATION	7,089,685	7,590,346	500,661	6,216,597	7,091,671	875,074	(374,413)
OTHER OPERATING	1,931,700	2,675,731	744,031	2,569,933	2,800,000	230,067	513,964
TOTAL O M & A EXPENSES	62,477,642	71,374,030	8,896,388	59,546,649	63,431,567	3,884,918	5,011,470
NET REVENUES BEFORE DEBT SERVICE	340,291,285	284,512,452	55,778,833	301,330,438	268,620,232	32,710,206	23,068,627
COMBINED NET DEBT SERVICE	142,462,525	142,811,432	348,907	143,099,303	143,797,879	(698,576)	1,047,483
NET REVENUES AFTER DEBT SERVICE	$ 197,828,760	$ 141,701,020	$ 56,127,740	$ 158,231,135	$ 124,822,353	$ 33,408,782	$ 22,718,958

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2016.

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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 JUNE 30, 2016 AND YEAR-TO-DATE

	FY 16 MONTH ACTUAL	FY 15 MONTH ACTUAL	FY 15 - 16 SAME MONTH COMPARISON	FY 16 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE ACTUAL	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 32,352,012	$ 29,584,010	$ 2,768,002	$ 374,913,472	$ 339,955,290	$ 34,958,182
TOLLS COLLECTED VIA UTN'S AND PBP'S	1,208,185	971,306	236,879	14,359,927	10,915,300	3,444,627
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	611,110	497,917	113,193	7,193,151	5,677,714	1,515,437
TRANSPONDER SALES	21,867	5,049	16,818	166,627	63,052	103,575
OTHER OPERATING	106,857	171,994	(65,137)	1,356,894	1,509,078	(152,184)
INTEREST	462,190	269,011	193,179	3,722,191	1,797,596	1,924,595
MISCELLANEOUS	70,299	70,545	(246)	1,056,665	959,059	97,606
TOTAL REVENUES	34,832,521	31,569,832	3,262,689	402,768,926	360,877,089	41,891,837
O M & A EXPENSES						
OPERATIONS	5,562,669	5,753,942	(191,273)	40,726,447	36,967,726	3,758,721
MAINTENANCE	2,629,144	2,363,034	266,110	12,729,810	13,792,393	(1,062,583)
ADMINISTRATION	859,800	935,194	(75,394)	7,089,685	6,216,597	873,088
OTHER OPERATING	229,053	535,282	(306,229)	1,931,700	2,569,933	(638,233)
TOTAL O M & A EXPENSES	9,280,666	9,587,452	(306,786)	62,477,642	59,546,649	2,930,993
NET REVENUES BEFORE DEBT SERVICE	25,551,855	21,982,380	3,569,475	340,291,285	301,330,438	38,960,847
COMBINED NET DEBT SERVICE	11,895,607	11,924,482	(28,875)	142,462,525	143,099,303	(636,778)
NET REVENUES AFTER DEBT SERVICE	$ 13,656,248	$ 10,057,898	$ 3,598,350	$ 197,828,760	$ 158,231,135	$ 39,597,625

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2016.

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E.3.

Executive Director's Report

The Executive Director's Report will be provided at a later date.

F. 1.

ANNUAL PERFORMANCE REPORT BY FLORIDA TRANSPORTATION COMMISSION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Florida Transportation Commission 2015 Report

WHO IS THE FTC?

FLORIDA TRANSPORTATION COMMISSION

Jay N. Trumbull,
Chairman,
Panama City

Ken Wright,
Vice-Chairman,
Orlando

Beth R. Kigel,
Secretary,
West Palm
Beach

John Browning, Jr.
East Palatka

Mission:

Provide leadership in meeting Florida's transportation needs through policy guidance on issues of statewide importance and by maintaining oversight and public accountability for the Department of Transportation and other statutorily specified transportation authorities.

Maurice Ferre
Miami

Ronald Howse, P.E.
Cocoa

Teresa Sarnoff
Miami

Jim Sebesta
St. Petersburg

Donald (Donnie) Ellington
Gainesville

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

WHO IS THE FTC?

Primary functions, listed in s. 20.23(2)(b), Florida Statutes, are:

- Review major transportation policy initiatives or revisions submitted by the Florida Department of Transportation pursuant to law.
- Recommend major transportation policy to the Governor and Legislature (Commission has recommended policies related to public transit, funding, road jurisdiction, distribution of funds to Districts, etc.).
- Serve as an oversight body for the Florida Department of Transportation (review performance, review work program, monitor highway safety, monitor financial status, and review budget requests and long-range plan).
- Serve as an oversight body for transportation authorities and monitor and report on the efficiency, productivity and management of those authorities created under Chapters 343, 348 and 349, Florida Statutes.

FTC'S ROLE

Conduct periodic reviews of each authority's:

- Operations and budget
- Acquisition of property
- Management of revenue and bond proceeds
- Compliance with applicable laws and generally accepted accounting principles

AUTHORITIES MONITORED

Established Toll Authorities:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FLORIDA'S TURNPIKE ENTERPRISE

Garcon Point Bridge
A Better Way To Go

Santa Rosa Bay Bridge Authority (SRBBA)

MDX
MIAMI-DADE EXPRESSWAY AUTHORITY

MID-BAY

Mid-Bay Bridge Authority (MBBA)

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY

AUTHORITIES MONITORED

Transit Authorities:

Central Florida Regional Transportation Authority
(CFRTA / LYNX)

South Florida Regional Transportation Authority
(SFRTA / Tri-Rail)

Jacksonville Transportation Authority (JTA)

AUTHORITIES MONITORED

Emerging Authorities:

Northeast Florida Transportation Corridor Authority

OSCEOLA COUNTY OCX

RTC NORTHEAST FLORIDA REGIONAL TRANSPORTATION COMMISSION

TBARTA
Tampa Bay Area Regional Transportation Authority

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

COMMISSION'S APPROACH

- Appointed committee
- Developed "performance measures" and "operating indicators" for all authorities
- Adopted reporting requirements in areas of organizational "governance"
- Staffed by FTC with preliminary support by CUTR
- Periodically updated, reviewed and refined

PERFORMANCE SCORES

Performance Measure	*Detail*	*Objective*	*Actual Results*	*Meets Objective*
Operations				
SHS Roadway Maintenance Condition Rating	Condition rating of at least 90	90	90.0	✓
Pavement Condition Rating	% SHS lane miles rated "excellent or good"	> 85%	98.0%	✓
Bridge Condition - Rating	% bridge structures rated "excellent or good"	> 95%	99.3%	✓
Bridge Condition - Weight Restrictions	% SHS bridge structures with posted limit	0%	0.0%	✓
Electronic Toll Collection (ETC) - Transactions	Number of ETC transactions as % of total transactions	> 75% by 6/30/12	81.4%	✓
Revenue Variance	Variance from indicated revenue (without fines)	< 4%	2.9%	✓
Safety[1]	Fatalities per 100 million vehicle miles traveled	> 10% below 5 yr. avg (.45)	0.20	✓
Customer Service	% customers satisfied with level of service	> 90%	N/A	N/A

PERFORMANCE SCORES

Operations and Budget				
Consultant Contract Management	Final cost % increase above original award	< 5%	-2.6%	✓
Construction Contract Adjustments - Time	% contracts completed within 20% above original contract time	≥ 80%	100.0%	✓
Construction Contract Adjustments - Cost	% projects completed within 10% above original contract amount	≥ 90%	100.0%	✓
Cost to Collect a Toll Transaction	Total toll collection cost / number of transactions (net of exclusions)	< $0.16	$0.10	✓
Annual Operating, Maintenance and Administrative (OM&A) Forecast Variance	Actual OM&A to annual budget	< 110%	95.8%	✓

PERFORMANCE SCORES

Applicable Laws				
Minority Participation[2]	M/WBE and SBE utilization as % of total expenditures (each agency establishes goal/target)	> 90%	54.7%	X
Revenue Management and Bond Proceeds				
Debt Service Coverage - Bonded/Commercial Debt	[(Rev - interest) - (toll operating & maintenance expense)] / commercial debt service expense	> 1.5	2.19	✓
Debt Service Coverage - Comprehensive Debt	[(Rev - interest) - (toll operating & maintenance expense)] / all scheduled debt service expense	> 1.2	1.81	✓
Debt Service Coverage - Compliance with Bond Covenants	Debt service coverage meets or exceeds minimum Bond Covenant requirements	Yes	Yes	✓

QUESTIONS?

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

F. 2.

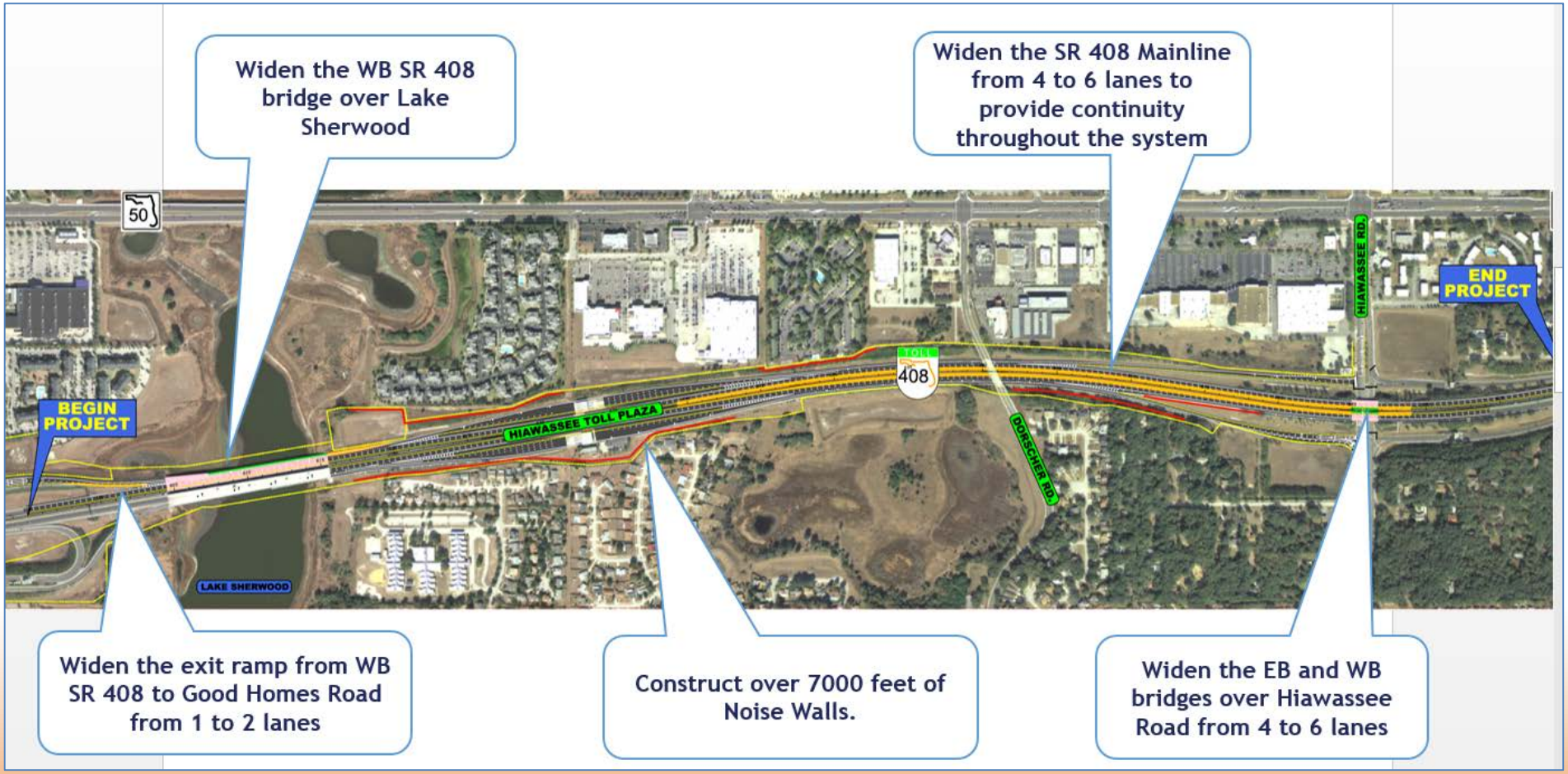
CONTRACT AWARD FOR S.R. 408 WIDENING

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
SR 408 WIDENING
(GOOD HOMES TO HIAWASSEE)

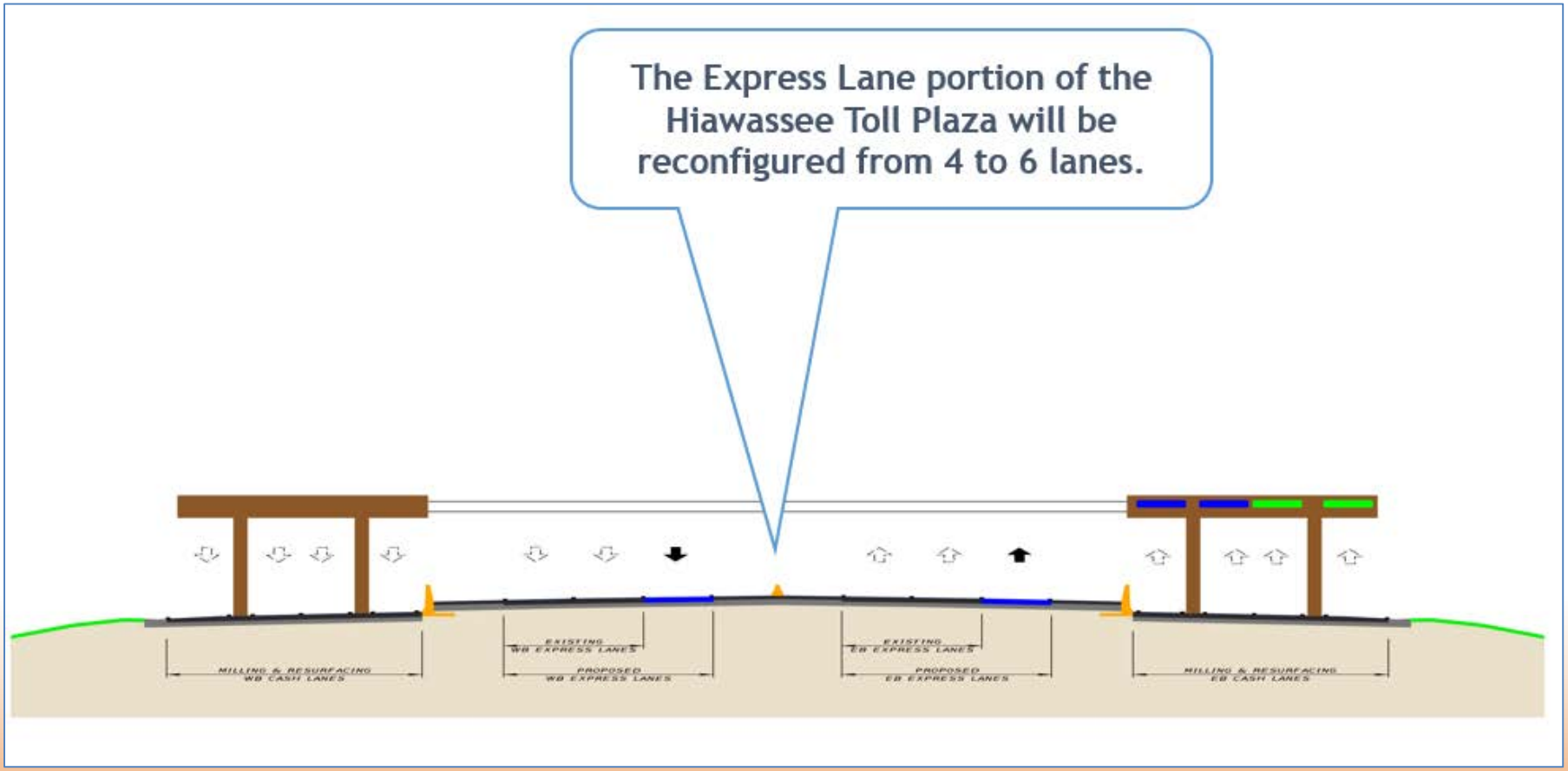
SR 408 WIDENING

(GOOD HOMES TO HIAWASSEE)

SR 408 WIDENING
(GOOD HOMES TO HIAWASSEE)



SR 408 WIDENING
(GOOD HOMES TO HIAWASSEE)



SR 408 WIDENING
(GOOD HOMES TO HIAWASSEE)

- Advertised – June 5, 2016
- Bids Received – July 14, 2016
- Low Bidder – The Lane Construction Corporation
- Low Bid Amount - $ 23,568,000.00
- Other Bids Received
  - $ 24,302,436.08
  - $ 25,416,961.67
  - $ 25,678,777.00
  - $ 26,140,609.00
  - $ 28,976,408.00

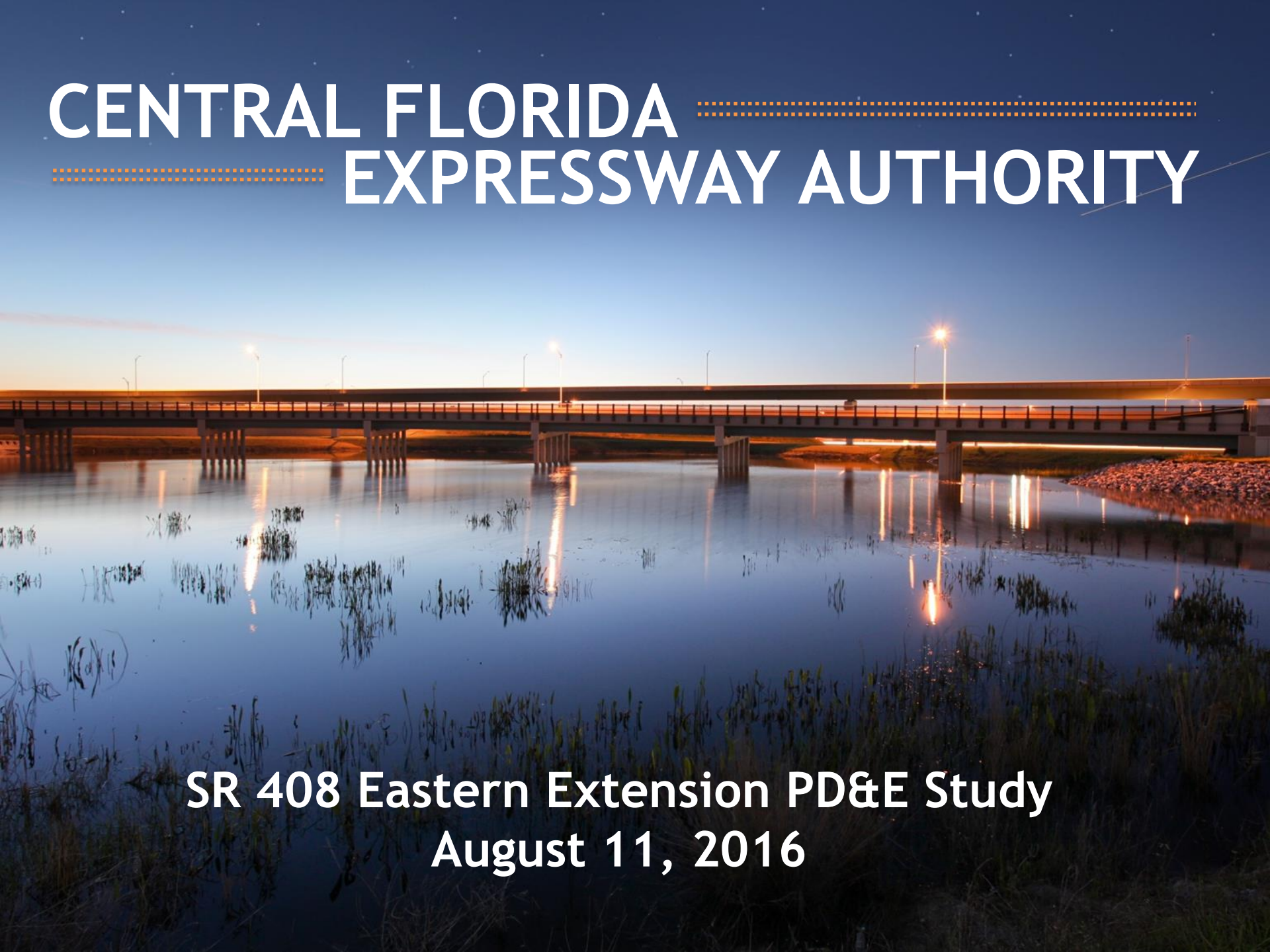
SR 408 WIDENING
(GOOD HOMES TO HIAWASSEE)

RECOMMENDED ACTION

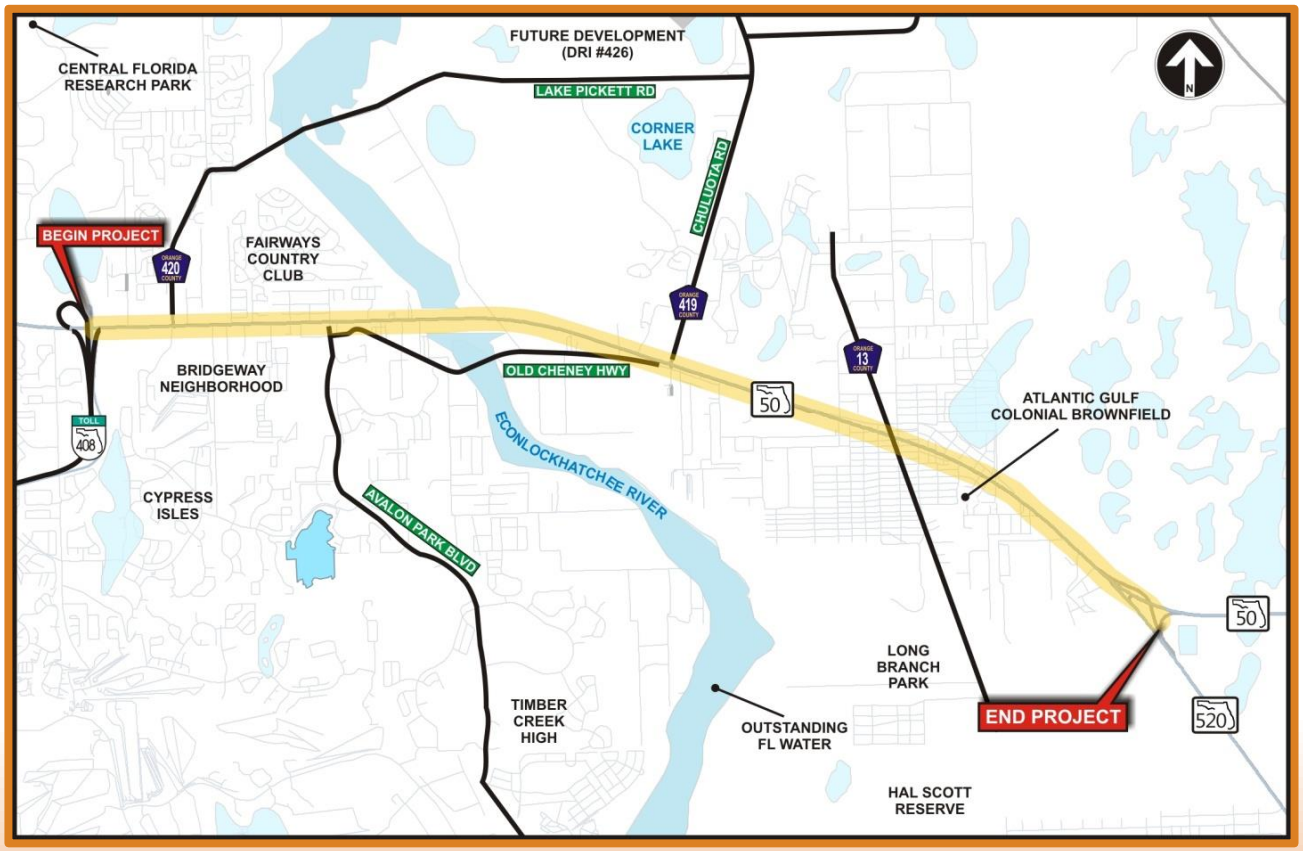
Award Contract 408-127 to The Lane Construction Corporation in the amount of $ 23,569,000.00

F. 3.

UPDATE ON S.R. 408 EXTENSION PROJECT


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
SR 408 Eastern Extension PD&E Study
August 11, 2016

Project Location



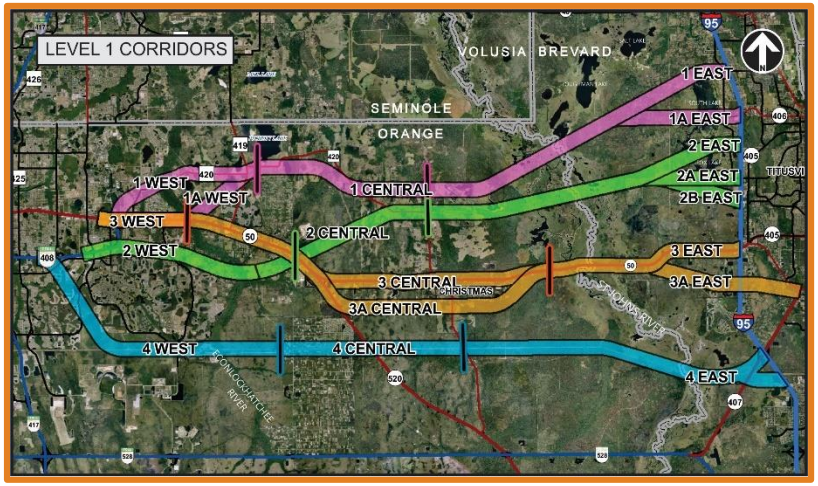
- Extension of SR 408 from its current eastern terminus to the SR 50/SR 520 Intersection (Approximately 7 miles)

Purpose and Need

- Provide additional **regional mobility** in the east-west direction to mitigate forecasted deficiencies on the local arterial highways
- Provide **additional emergency** evacuation service
- Provide improved **transportation connectivity/linkage**
- **Support future transit options**

Project History

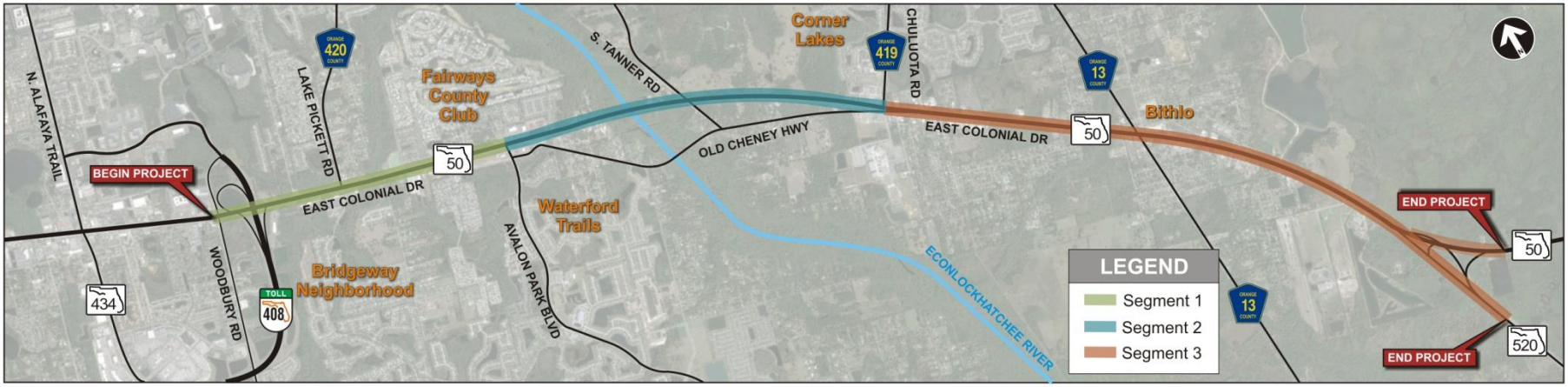
- 2006: 2030 Expressway Master Plan
- 2008: Concept Development and Evaluation Study Report completed
  - **Corridor 3B (along SR 50)** meets the transportation need west of SR 520, providing the greatest relief of the existing and projected future traffic
- 2013: East Central Florida Corridor Task Force (Executive Order 13-319)
  - B – Preserve and Enhance existing SR 50/405 Corridor
  - C – Preserve and enhance existing SR 520 corridor



Project Segmentation

- Segmental Determination
  - Each segment has unique characteristics and differences in environmental, operational and access features

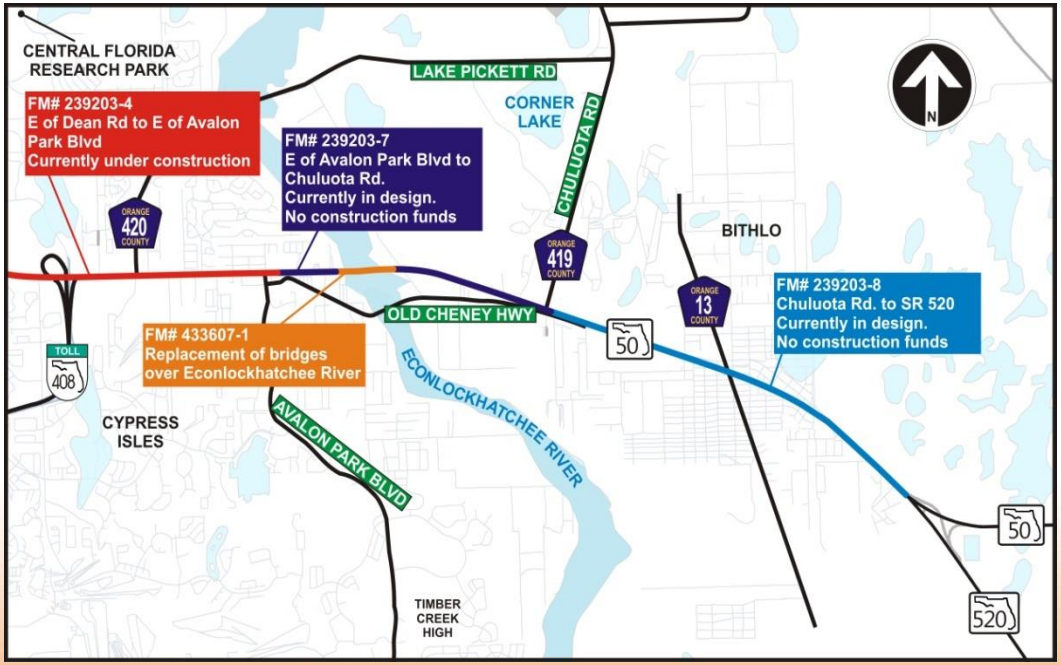
AADT (2015)*	55,100	33,800	28,050
ENVIRONMENTAL	SEVERAL CONTAMINATED SITES POTENTIAL RELOCATIONS	POTENTIAL RELOCATIONS, ECONLOCKHATCHEE RIVER CROSSING	SEVERAL CONTAMINATED SITES INCLUDING THE ATLANTIC GULF COLONIAL BROWNFIELD, FARMLANDS, LOW INCOME/MINORITY COMMUNITY
LAND USE	HIGH DENSITY SEGMENT WITH MANY ACCESS REQUIREMENTS	HIGH DENSITY W/ MANY ACCESS POINTS WEST OF THE RIVER; LOW DENSITY W/ FEW DIRECT ACCESS POINTS EAST	HIGHER DENSITY OF RESIDENTIAL/COMMERCIAL LAND USES THAN IN PREVIOUS SEGMENT GENERALLY ASSOCIATED WITH THE BITHLO COMMUNITY
APPROXIMATE LENGTH	1.75 MILES ±	2.25 MILES ±	3.21 MILES ±
SEGMENT DESCRIPTION	FROM BEGIN PROJECT TO AVALON PARK BLVD	FROM AVALON PARK BLVD TO CHULUOTA RD (CR 419)	FROM CHULUOTA RD (CR 419) TO SR 520
SEGMENT NUMBER	1	2	3



SR 50 Coordination

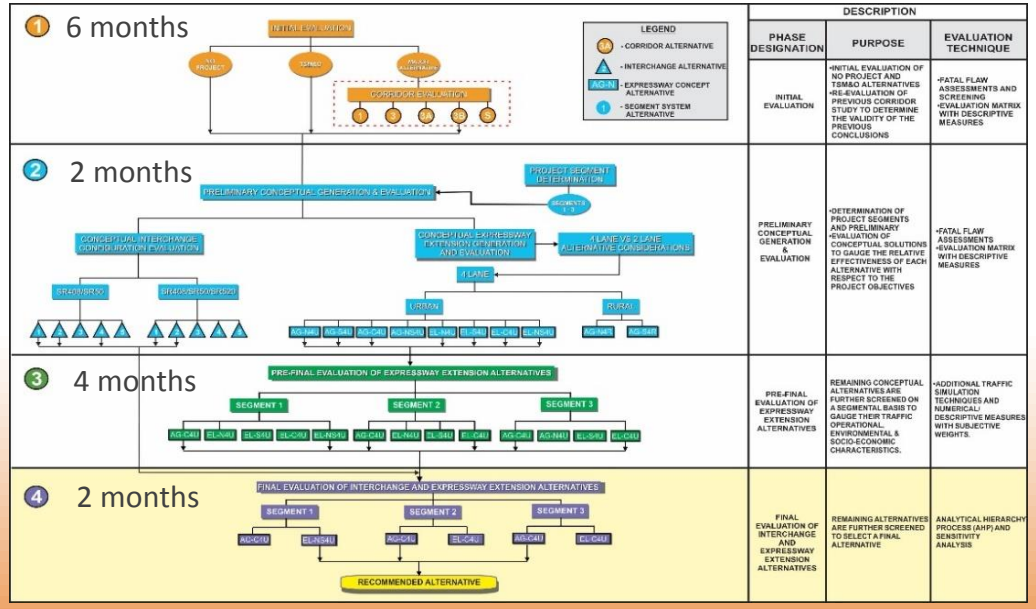
- On-Going FDOT Projects to widen SR 50 from 4 to 6 lanes from SR 436 to SR 520

1. FM #: 239203-4-52-01 – From Dean Road to Old Cheney Highway
2. FM #: 433607-1-52-01 – Replacement of bridges over Econlockhatchee River
3. FM #: 239203-7-52-01 Old Cheney Highway to Chuluota Road
4. FM#: 239203-8-52-01 Chuluota Road to SR 520



Engineering Analysis

- Alternatives Selection Process
  - Re-validation and confirmation of SR 50 / SR 408 Co-location
  - 14 different expressway extension alternatives developed and evaluated
    - Both elevated and at ground level
    - Located just to the north, just to the south and in the median of SR 50
  - Interchange configurations
    - SR 50/SR 408
    - SR 408 Extension /SR 520 / SR 50



Engineering Analysis

- Pre-Final Alternatives Evaluation shown at Alternatives Public Workshop
  - All typical section alternatives were evaluated per segment in terms of different engineering, environmental, socio-economic and cost parameters

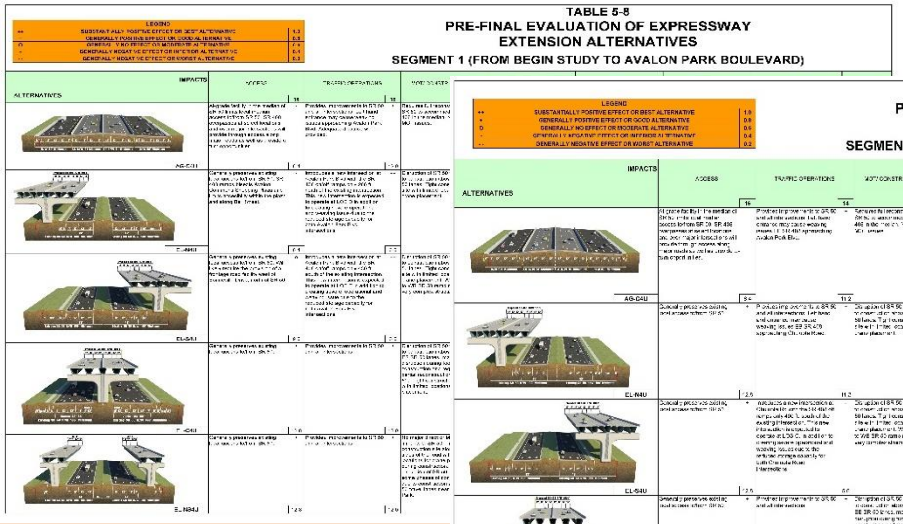


TABLE 5-8
PRE-FINAL EVALUATION OF EXPRESSWAY
EXTENSION ALTERNATIVES
SEGMENT 1 (FROM BEGIN STUDY TO AVALON PARK BOULEVARD)

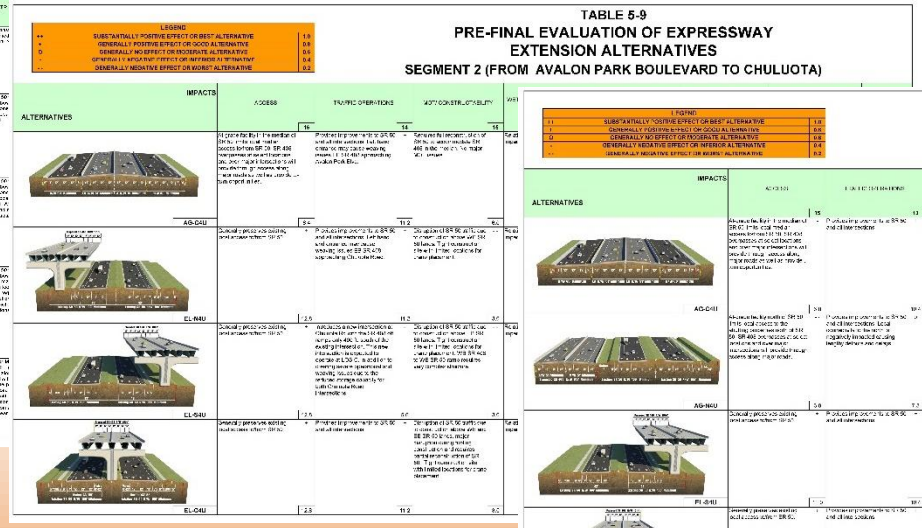


TABLE 5-9
PRE-FINAL EVALUATION OF EXPRESSWAY
EXTENSION ALTERNATIVES
SEGMENT 2 (FROM AVALON PARK BOULEVARD TO CHULUOTA)

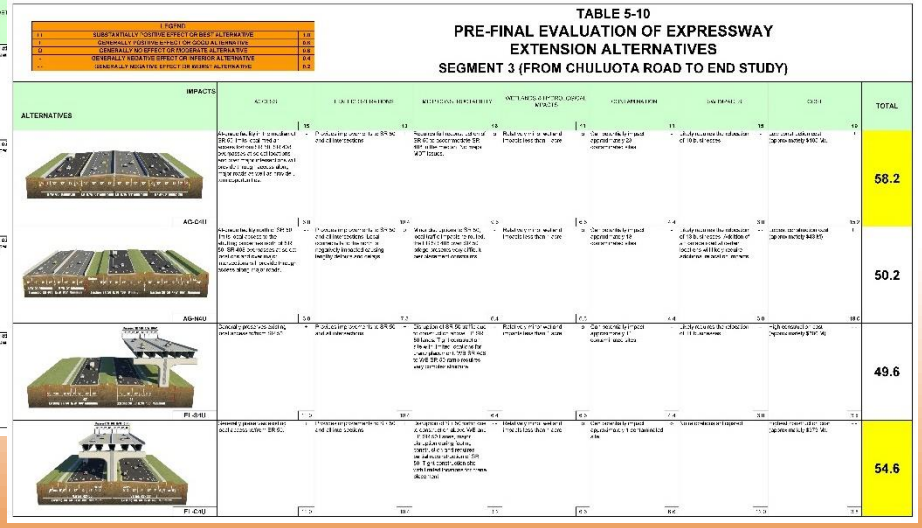
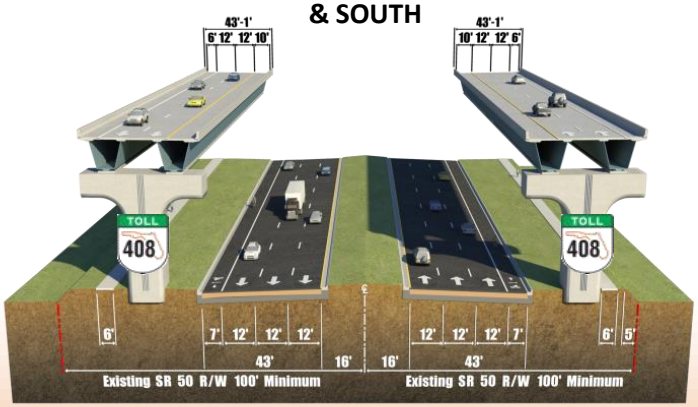


TABLE 5-10
PRE-FINAL EVALUATION OF EXPRESSWAY
EXTENSION ALTERNATIVES
SEGMENT 3 (FROM CHULUOTA ROAD TO END STUDY)

Status Update

- Final Alternatives Evaluation
  - The Recommended Typical Sections per segment are as follows:
    - Segment 1 – Elevated North and South
    - Segment 2 – At Grade Center
    - Segment 3 – At Grade Center

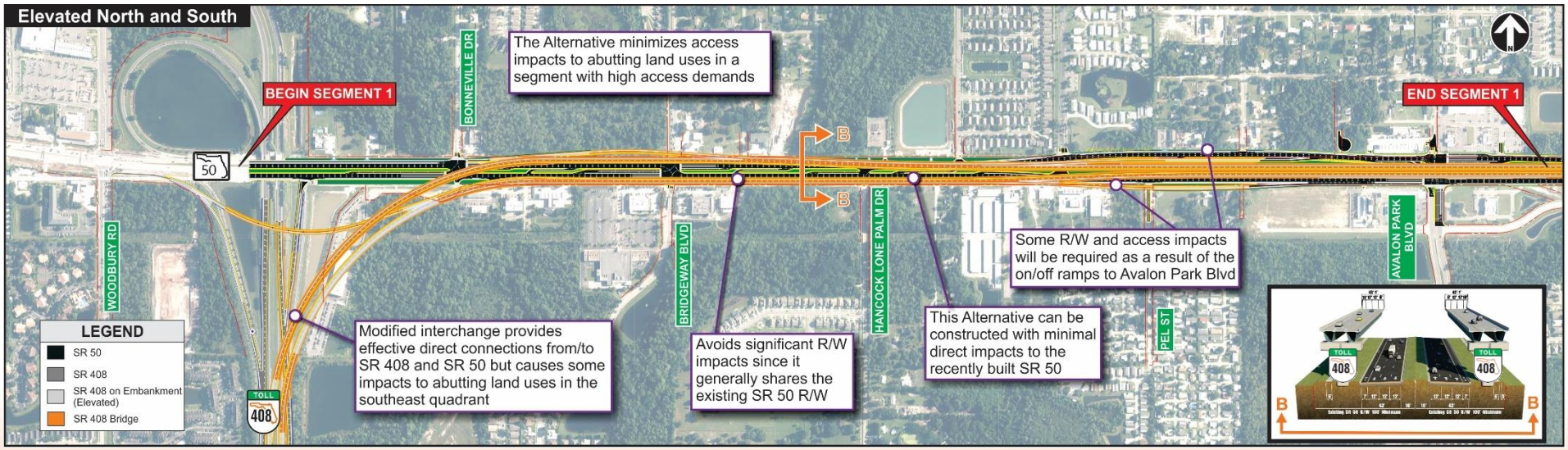
ELEVATED
NORTH
& SOUTH



AT GRADE CENTER

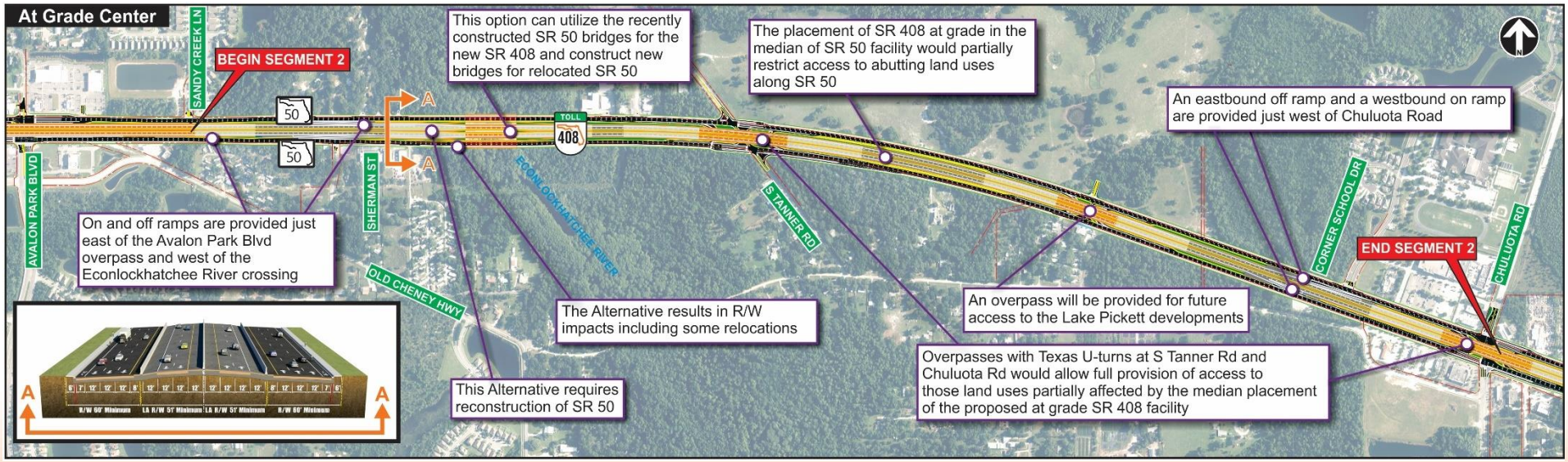
Status Update

- Recommended Alternative
  - Segment 1 – From the SR 408/SR 50 interchange to Avalon Park Blvd



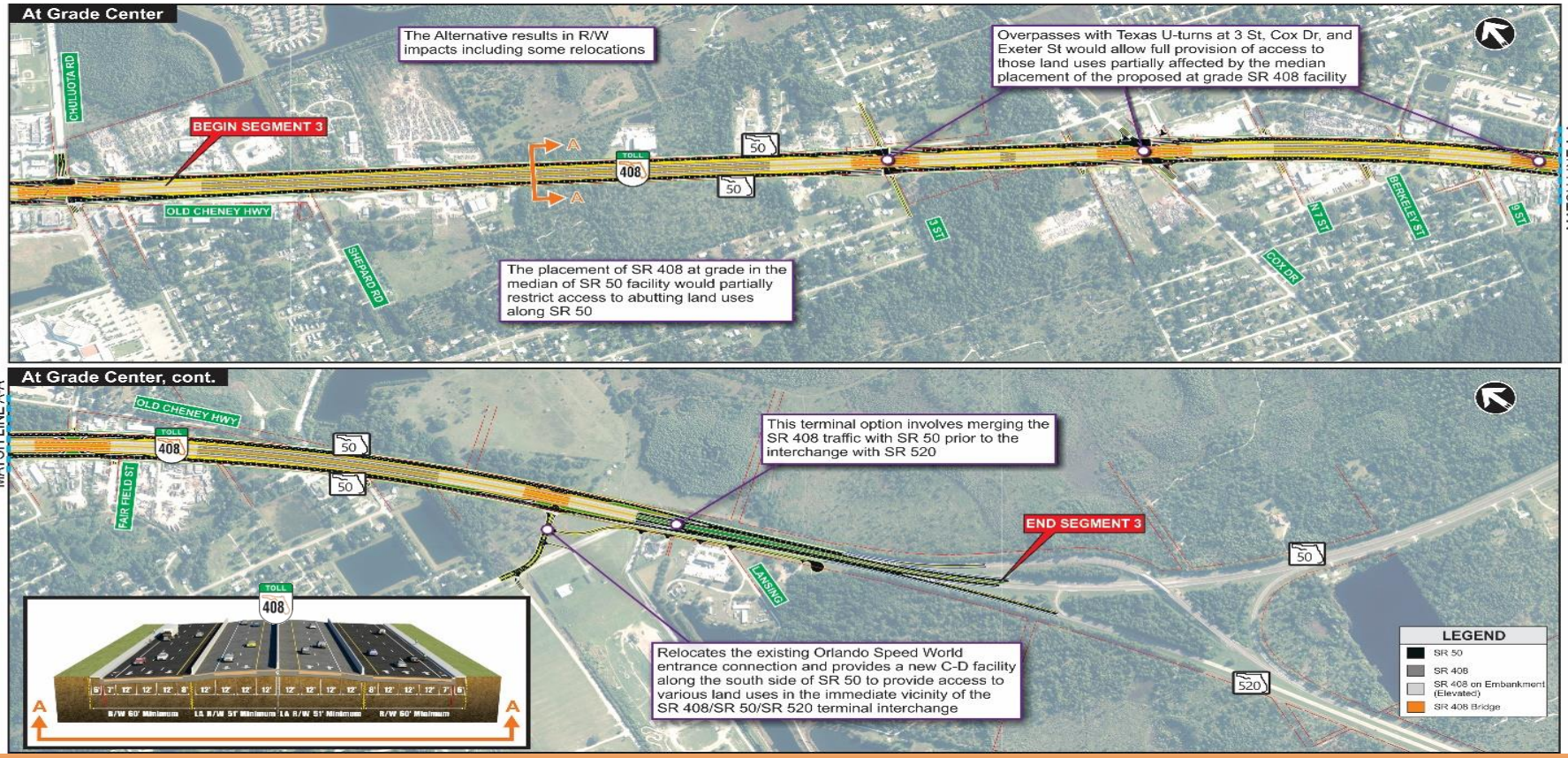
Status Update

- Recommended Alternative
  - Segment 2 - From the Avalon Park Blvd to Chuluota Road



Status Update

- Recommended Alternative
  - Segment 3 - From the Chuluota Road to SR 520

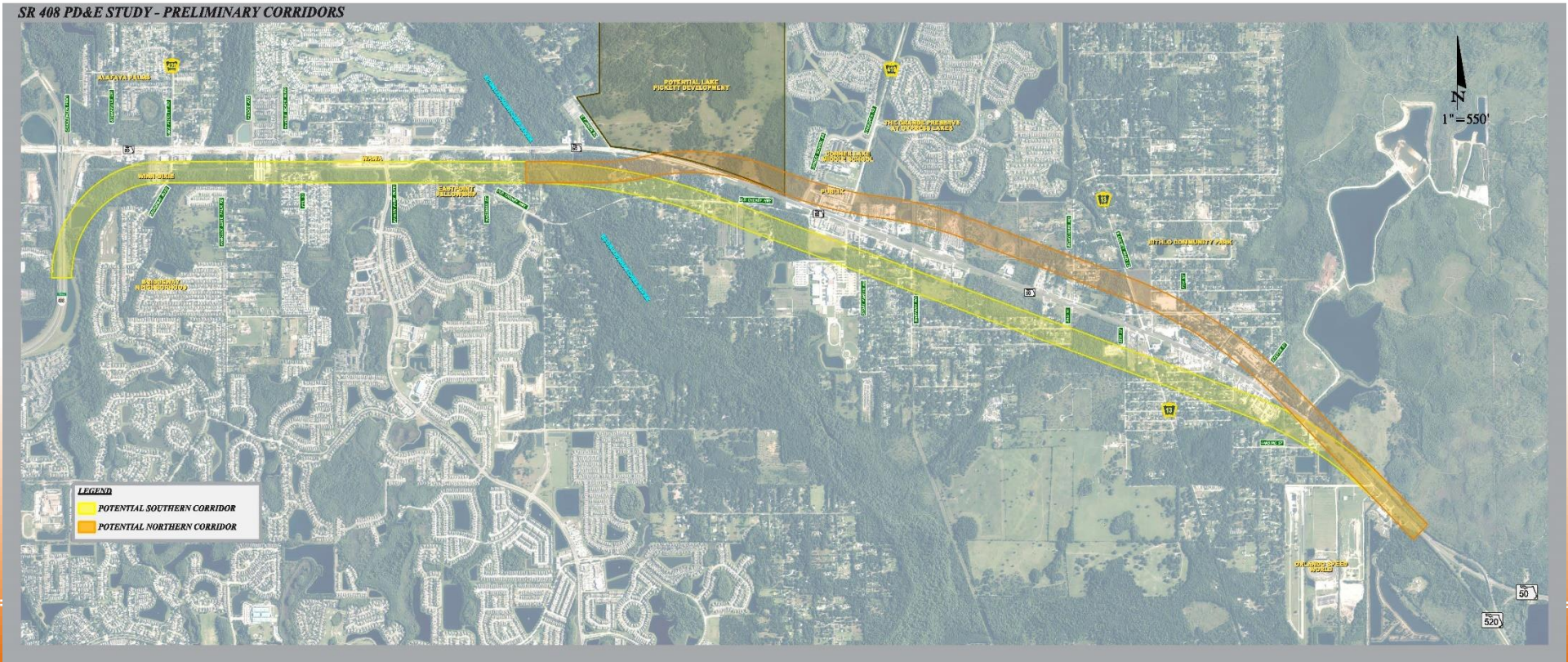


Status Update

- Public Involvement and Coordination To Date
  - Held Public Meetings including
    - Public kick off
    - 3 Environmental and Project Advisory Group meetings
    - Alternatives Public Workshop
  - Various one-on-one meetings with
    - FDOT
    - Orange County
  - May 2016 – CFX notified by FDOT of challenges associated with SR 50 co-location

Next Steps

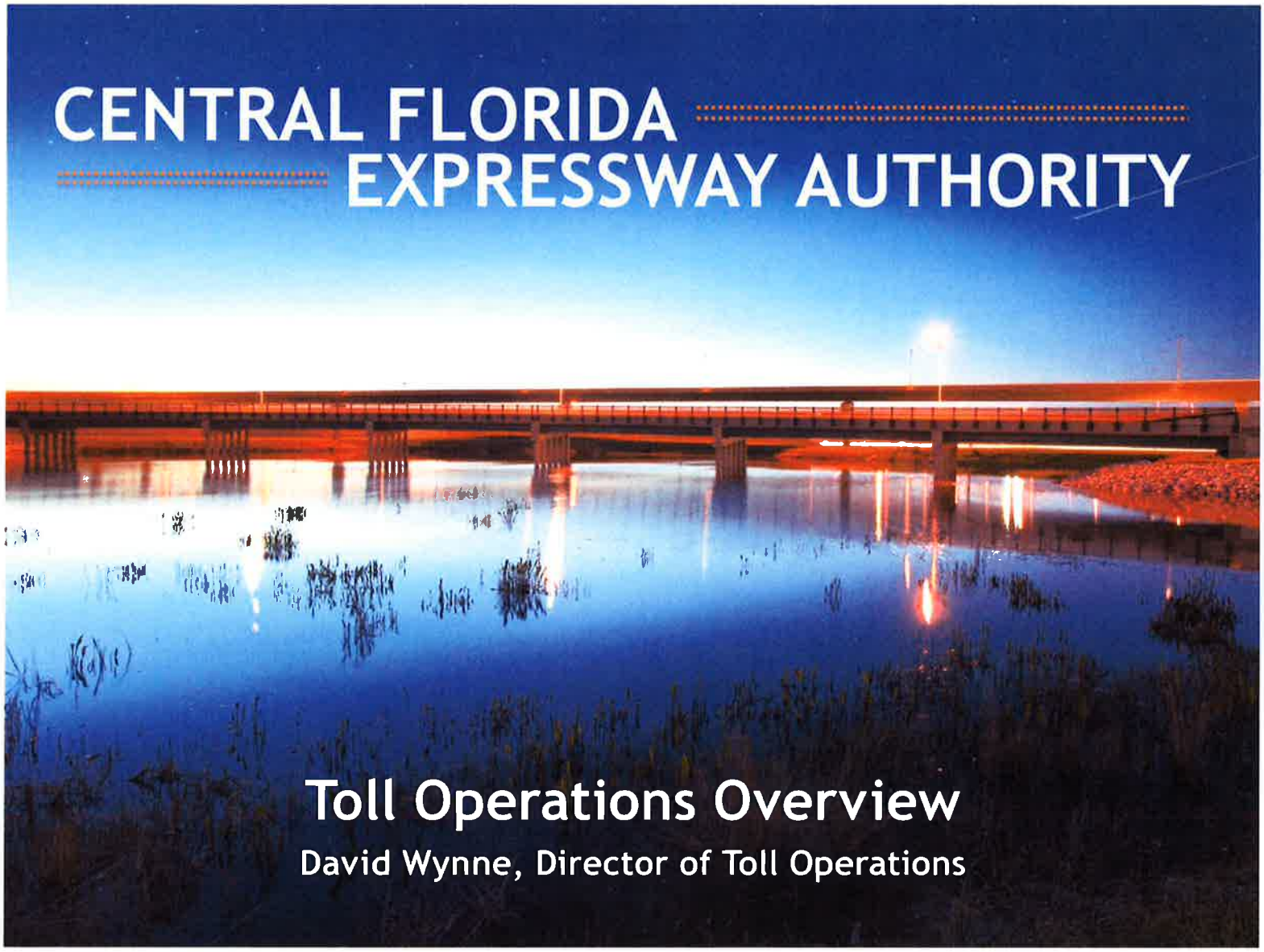
- New Corridor and Alignment Evaluation Required
- Outside of original project limits
- Extend the PD&E Study 1 year



Questions?

F. 4.

TOLL OPERATIONS DEPARTMENT PRESENTATION


CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Toll Operations Overview
David Wynne, Director of Toll Operations

TOLL OPERATIONS TEAM

Fred Nieves
Manager of E-PASS &
Plaza Operations

Paul Schatz
Manager of VES &
Special Projects

Wideline Dorvil
Toll Operations &
Quality Control
Specialist

AREAS OF OVERSIGHT

E-PASS Customer Service Contract - EGIS

- Credit Card, Print Vendor and Leases

Image Review

AREAS OF OVERSIGHT

Cash Collections Contract - URS

Airport Parking - GOAA

AREAS OF OVERSIGHT

Toll Equipment Maintenance - TransCore

Violation Enforcement

- Courts & Florida Highway Patrol

BY THE NUMBERS - JUNE

- Calls - 66,385
- Letters Mailed - 85,287
- Pay By Plate Invoices - 137,045
- Traffic Citations - 4,279
- Manual Payments - 32,999
- Reload Payments - 1,824
- Images Processed - 4,293,793

CALL CENTER PLAN

- July
  - Additional customer service representatives and supervisor staff hired
- August
  - Call scheduling software procurement
    - Deployment coordination with phone upgrade
  - Phase two buildout
    - Expected completion November 1

BEFORE & AFTER

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

QUESTIONS?

CENTRAL FLORIDA EXPRESSWAY AUTHORITY