AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
June 22, 2016
10:30 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 MAY 12, 2016 BOARD MEETING MINUTES (Action Item)

D. APPROVAL OF CONSENT AGENDA (Action Item)

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

F. BOARD MEMBER COMMENT

G. 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.

MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
May 12, 2016

Location: Central Florida Expressway Authority
Boardroom

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

Board Member Not Present:
Mayor Buddy Dyer, City of Orlando
Jay Madara, Gubernatorial Appointment

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

1. Dr. Murthy Bondada, P.E. commented on the 2040 Master Plan.
2. Mr. Tom Narut with Save Orange County commented on the SR 408 Extension Project.
3. Ms. Kelly Semrad with the East of Econ group commented on the SR 408 Extension Project.

Mayor Jacobs, Commissioner Boyd and Commissioner Carey made comments regarding the SR 408 Extension Project.

C. APPROVAL OF MINUTES

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

D. APPROVAL OF CONSENT AGENDA

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

ACCOUNTING/FINANCE

1. Approval of First Renewal with Arthur J. Gallagher Risk Management Services, Inc. for Insurance Broker Services (Agreement Amount: $50,000)

2. Approval of Roadway Insurance Proposal with Zurich American Insurance Company (Policy Amount: Not-to-Exceed $650,000)

CONSTRUCTION

3. Authorization to Advertise for Bids for CFX Generator Replacement – Project 599-1032/Contract No. 001202

4. Approval for Award of Contract to KCCS, Inc. for Construction Engineering and Inspection Services for SR 429/Wekiva Parkway from the Systems Interchange to East of Mount Plymouth Road – Project No. 429-205/Contract No. 001088 (Contract Amount: Not-to-Exceed $3,100,000)

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

a.	Contract No. 417-129	Traffic Control Devices, Inc.	($34,649.86)
b.	Contract No. 599-132	Gomez Construction Co.	$22,215.13
c.	Contract No. 528-405	Southland Construction, Inc.	$52,686.46

ENGINEERING

6. Authorization for Approval of Supplemental Agreement #1 with WSP/Parsons Brinkerhoff for S.R. 528 Econlockhatchee River Bridge Replacement - Project 528-131/Contract No. 001098 (Agreement Amount: Not-to-Exceed $165,355.60)

7. Authorization to Advertise for Construction Bids for Systemwide E-Pass Signage Improvements - Project 599-624/Contract No. 001203

8. Authorization to Award of Contract to TY Lin International for SR 528/SR 436 Bridge Deck Replacement - Project 528-130/Contract No. 001135 (Agreement Amount: $ 1,260,000)

9. Approval of Option and Sales Agreement with TM Econ Mitigation Bank for Southbound SR 417 to Westbound SR 528 Ramp Realignment - Project 599-126/Contract No. 001206 (Agreement Amount: $207,900)

10. Approval of Mitigation Credit Purchase and Sale Agreement with Blackwater Creek Mitigation Bank for SR 408 Widening from Good Homes Road to Hiawassee Road - Project 408-127/Contract No. 001205 (Agreement Amount: $55,000)

11. Authorization to Advertise for Letters of Interest for Design Consultant Services S.R. 528 / Northeast Connector Expressway Extension Study - Contract No. 001209

12. Authorization to Advertise for Letters of Interest for Miscellaneous Design Consultant Services (SSBE) - Contract Nos. 001207 and 001208

INTERNAL AUDIT

13. Acceptance of the following Audits:
    a. Prior Audit Recommendations
    b. Toll Revenue Audit
    c. Right of Way Audit

14. Acceptance of FY 2017 Internal Audit Plan

15. Approval of Contract Renewal with Protiviti, Inc. for Internal Auditor Services – Contract No. 00931 (Agreement Amount: $499,000)

16. Approval of Contract Renewal with Protiviti, Inc. for Payment Card Industry (PCI) Compliance Audit Services – Contract No. 000960 (Agreement Amount: $65,000)

LEGAL

17. Approval of negotiated settlement for Parcel 207, Wekiva Parkway Project No. 429-203 with Ernest L. Horne and Karen H. Morris (Settlement Amount: $270,189, plus attorney's fees and costs and experts' fees and costs totaling $31,574.87)

18. Approval of negotiated settlement for Parcel 175, Wekiva Parkway Project No. 429-203 with Ernest L. Horne and Karen H. Morris (Settlement Amount: $130,456 in full settlement of all claims)

19. Approval of mediated settlement for Parcel 240, Wekiva Parkway Project No. 429-204 with Stephen Lee Rigsby and Mark Lane Rigsby (Settlement Amount: $291,122 including statutory attorney's fees and costs and all experts' fees and costs)

20. Approval to serve Offer of Judgment for Parcel 140, Wekiva Parkway Project No. 429-202 with GGH 10, LLC (Offer of Judgment Amount: $50,000 exclusive of attorneys' fees and costs)

21. Approval of settlement for Parcel 141, Wekiva Parkway Project No. 429-202 with Plymouth Harbor, LLC (Settlement Amount: $931,100 inclusive of attorney's fees and costs)

22. Approval of Utility Relocation Agreement with Duke Energy Florida, LLC for relocation of Duke Energy's Transmission and Distribution Facilities for the Wekiva Parkway Project No. 429-205, Parcel 291 (Agreement Amount: $1,977,550.63)

23. Approval of negotiated settlement for Parcel 232, Wekiva Parkway Project No. 429-203 with Mega GNG, LLP (Settlement Amount: $59,000 inclusive of attorney's fees and costs)

24. Approval of Mediated Settlement Agreement of Attorney's Fees and Experts Costs in Joseph B. Doerr Trust v. Central Florida Expressway Authority, Parcel 406, Maitland Boulevard Extension Project (Settlement Amount: $1,500,000 in full settlement of all claims)

RECORDS MANAGEMENT

25. Approval of Supplemental Agreement No. 3 with DRS Group of Florida, Inc. for Document Conversion Services (Agreement Amount: Not-to-exceed $105,000)

OPERATIONS

26. Approval of Supplemental Agreement No. 4 with TransCore, LP for Toll Equipment Maintenance Services for the Poinciana Parkway Project owned by the Osceola County Expressway Authority (OCX) (Agreement Amount: $1,102,791.68, to be reimbursed by OCX from toll revenues)

27. Approval of Purchase Order to Traffic & Parking Control Co., Inc. (TAPCO) for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment – Project No. 599-526B (Purchase Order Amount: $349,900)

Mr. Scheeringa requested that items #13.c. and #24 be pulled for discussion. Those two items were addressed under the Regular Agenda (page 7).

A motion was made by Mayor Jacobs and seconded by Commissioner Boyd to approve the Consent Agenda with the exception of items #13.c and #24. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Cadwell thanked Mr. Scheeringa for attending the TEAMFL meeting on his behalf last month.
- The Chairman attended and moderated the Supplier Diversity panel last month.
- Chairman Cadwell talked about the Reload service lane on SR 408. This is a pilot program and, if successful, we will look at opening the same service on our other expressways.
- Congratulations to Osceola County and Osceola County Expressway Authority on the opening of Poinciana Parkway.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for March were $34,872,969 which is 12% above projections and 10% above prior year. CFX's total revenues were $38 million for the month.

Total OM&A expenses were $5.3 million for the month and $42.7 million year-to-date, which is 12% under budget.

After debt service the total net revenue available for projects was $21 million for March and $147.3 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

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

Commissioner Carey commented on the fact that FDOT has ceased work on the valuation methodology to facilitate the buy/swap of the SR 417 and SR 429 in Seminole and Osceola Counties. She proposed that CFX prepare a purchase offer for submittal to FDOT.

F. REGULAR AGENDA ITEMS

1. APPROVAL OF CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ASSOCIATED WITH FLORIDA'S TURNPIKE ENTERPRISE'S EXPRESS LANE PROJECT ON SR 528 EAST OF MCCOY ROAD

Executive Director Laura Kelley reported that CFX engineers have been working with the Florida Turnpike Authority's (FTE) engineers to develop a signage program on CFX right-of-way on SR 528 leading up to FTE's express lanes. Ms. Kelley requested approval of an agreement with FDOT for the signage program.

A motion was made by Commissioner Boyd and seconded by Mayor Jacobs to approve a Construction and Maintenance Agreement with Florida Department of Transportation for

improvements associated with Florida's Turnpike Enterprise's Express Lane Project on SR 528 east of McCoy Road. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.

Mr. Scheeringa, Commissioner Carey, Commissioner Cadwell and Commissioner Boyd expressed comments.

2. SUNRAIL TASK FORCE

A letter has been received from Mayor Dyer, as Chairman of the Central Florida Commuter Rail Commission (CFCRC), requesting that a representative be nominated to represent CFX on the CFCRC Task Force. Chairman Cadwell proposed that Laura Kelley be appointed to serve on the Task Force to represent CFX.

Mayor Jacobs and Commissioner Carey made comments about CFX's role regarding SunRail.

By consensus, Executive Director Laura Kelley was appointed to represent CFX on the Central Florida Commuter Rail Commission Task Force.

3. ADOPTION OF FINAL 2040 MASTER PLAN

Director of Engineering Glenn Pressimone presented highlights of the proposed 2040 Master Plan. For the past 12 months, the master plan team has been working to produce the document that accomplishes these goals:

1. Provide a guide for future decisions and actions by the agency through development of a Vision Statement, Mission Statement and a set of Policy Profiles.
2. Identify specific project needs within the existing CFX system as well as potential expansion projects within the Central Florida region.

Financial Summary of 2040 Master Plan:

	Estimated Costs (2015 dollars)
FY 2016 – 2020 Work Plan	$1.4 B
Existing System	$2.0 B
Expansion Projects	$6.5 - $9 B
Total Cost Range (does not include multimodal/intermodal project costs)	$9.9 B - $12.4 B
CFX Project Capacity	$6.6 B

A motion was made by Commissioner Hawkins and seconded by Mayor Jacobs to adopt the 2040 Master Plan as presented. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.

Mayor Jacobs requested that CFX staff or CUTR representative give her an update on the CUTR Study prior to the July Board meeting.

CONSENT AGENDA ITEMS #13.C AND #24 (Pulled from Consent Agenda for discussion.)

Mr. Scheeringa commented on the subject of escalating legal fees and acquisition costs that merits a broader conversation.

He would like an in-depth conversation about whether there is something we can do to change our policy or through legislation. He suggested that we conduct a study to track the history and come up with recommendations with and without legislative changes.

Mayor Jacobs also expressed comments. She suggested a cost/benefit analysis from cases in the last four or five years.

It was decided to conduct a workshop session in the near future to talk about right of way fees and costs.

A motion was made by Mayor Jacobs and seconded by Ms. Herr to approve Consent Agenda items #13.c and #24. The motion carried with seven (7) members present and voting AYE by voice vote; Mayor Dyer and Mr. Madara were not present.

4. ADOPTION OF FINAL FY 2017 OPERATIONS, MAINTENANCE & ADMINISTRATION BUDGET AND FINAL FY 2017 – FY 2021 WORK PLAN

Director of Engineering Glenn Pressimone presented the Draft FY 2017 – FY 2021 Work Plan, which totals 1.3 Billion. He explained the minor revisions from the draft plan that was presented last month.

CFO Lisa Lumbard presented the FY 2017 Operations, Maintenance & Administration Budget, which totals $79,791,971. She also presented the FY 2016 year-end projections as compared to the FY 2017 budget. We are expecting to end FY 2016 at 8% under budget. She explained that the proposed FY 2016 budget has decreased $1,037,407 from the draft budget that was presented last month.

Ms. Lumbard confirmed that the Work Plan is fully fundable. It will require additional debt of approximately $627 million. The debt coverage ratios meet our 1.60 planning target.

(Mayor Jacobs left the meeting during this presentation.)

A motion was made by Commissioner Boyd and seconded by Ms. Herr to approve the FY 2017 Operations, Maintenance & Administration Budget as presented and FY 2017-FY 2021 Work Plan as presented. The motion carried with six (6) members present and voting AYE by voice vote; Mayor Dyer, Mr. Madara and Mayor Jacobs were not present.

5. APPROVAL OF PURCHASE OF 3D LASER SCANNING EQUIPMENT FOR PILOT PROGRAM

Manager of Traffic Operations, Bryan Homayouni talked about a pilot program to research the effectiveness of products to improve the safety on our system when a traffic accident occurs, reduce the likeliness of secondary crashes, reduce congestion and save time and money for our customers.

Last year CFX, Metroplan Orlando, FDOT District Five, Florida Highway Patrol and Orlando Police Department embarked on a collaborative effort to research advance technologies and methods for investigating crash scenes. The intent of the pilot program is to investigate the effectiveness of products and help us select the best tool for future widespread deployment.

Mr. Homayouni explained the project research, which resulted in 3D Laser scanning as the technology of choice. The estimated equipment cost for two units is $268,486. Financial commitments of $100,000 have been received from both FDOT District Five and Metroplan Orlando. The requested contribution from CFX is $68,486.

The Board members asked questions, which were answered by Mr. Homayouni.

A motion was made by Commissioner Hawkins and seconded by Ms. Herr to approve the purchase of two laser scanning systems for the 3D Laser Scanning Pilot Program on behalf of regional partners, execute a Joint Participation Agreement with FDOT and contribute $68,486 to the purchase. The motion carried with six (6) members present and voting AYE by voice vote; Mayor Dyer, Mr. Madara and Mayor Jacobs were not present.

G. BOARD MEMBER COMMENT

1. Mr. Scheeringa wants to ensure that we have cross jurisdictional understanding, respect and interoperability with FDOT in order to move us forward on a uniform basis across the state as well as the region.

2. Commissioner Hawkins thanked CFX staff for assistance at a community meeting in Osceola County.

3. Chairman Cadwell reminded everyone that the June Board meeting has been changed from June 9 to June 16 at 2:30 p.m.

H. ADJOURNMENT

Chairman Cadwell adjourned the meeting at 10:35 a.m.

_____	_____
Commissioner Welton G. Cadwell	Darleen Mazzillo
Chairman	Recording Secretary/Executive Assistant
Central Florida Expressway Authority	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

CONSENT AGENDA
June 22, 2016

CONSTRUCTION

1. Approval of Purchase Order to Interstate Highway Sign Corp. for Guide Sign Panel Overlays – Project No. 599-624A (Purchase Order Value: $97,294.00)

2. Approval of Construction Contract Modifications on Contract No. 599-738 with Air Mechanical & Services Corp. (Contract Value: $71,461.50)

3. Approval of contract award to Superior Construction Company Southeast, LLC for SR 429 (Wekiva Parkway) from Systems Interchange east to Mt. Plymouth Road – Project No. 429-205/Contract No. 001137 (Contract Value: $38,650,000)

ENGINEERING

4. Approval of contract award to Dewberry Engineers, Inc. for Professional Engineering Consultant Services for SR 417 Widening from Econlockhatchee Trail to Seminole County Line – Project No. 417-134/Contract No. 001153 (Contract Value: Not-to-Exceed $2,575,000)

HUMAN RESOURCES

5. Approval of updates to Human Resources Policies

LEGAL

6. Approval of Amended Agreement with Bullard, Hall & Adams, Inc. for Appraisal Services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum Value: $100,000)

7. Approval of Amended Agreement with Donald W. McIntosh Associates, Inc. for Engineering Expert Witness Services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 and SR 408 Widening Project 408-253f (Addendum Value: $150,000)

8. Approval of Addendum to Amended Agreement with Durrance & Associates, P.A..for Appraisal Services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Addendum Value: $150,000)

9. Approval for settlement of Attorney's Fees for Wekiva Parkway Project No. 429-204, Parcels 262, 266 & 866 (Attorney Fee Payment: $9,750)

10. Request for release of phosphate, minerals and metals and petroleum rights on Surplus Parcel #1-141 located at SR 408/Chickasaw Trail

11. Approval of negotiated settlement with Thomas Lewis for Parcel 305, Wekiva Parkway Project No. 429-204 (Settlement Amount: $164,859 including all attorneys' and experts' fees and costs)

12. Approval of negotiated settlement with Jacqueline Gress aka Jacqueline Lewis-Gress and Roy Gress for Parcel 304, Wekiva Parkway Project No. 429-204 (Settlement Amount: $290,711.80 including all attorneys' and experts' fees and costs)

13. Approval of mediated settlement with Hafeez R. Ali and Vonney Roberts for Parcel 262, Wekiva Parkway Project No. 429-204 (Settlement Amount: $304,425.20 including all attorneys' and experts' fees and costs)

14. Approval of Second Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement

MAINTENANCE

15. Approval of contract renewal with Ayres Associates, Inc. for Systemwide Overhead Sign Inspection Services – Contract No. 000988 (Contract Value: $250,000)

16. Approval of contract renewal with Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services – Contract No. 000761 (Contract Value: $3,397,905.60)

17. Approval of contract renewal with KMG Fence, LLC for Fence Installation and Repair – Contract No. 001128 (Contract Value: $143,635.00)

OPERATIONS

18. Approval of Operations Agreement with PayTollo for toll collection services via a cell phone application

19. Approval of contract award to SICE, Inc. for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation – Project No. 599-526B/Contract No. 001186 (Contract Value: $1,232,916.63)

20. Approval of final ranking and contract award for General Systems Consultant (GSC) Services to HNTB Corporation and AECOM Technical Services – Contract Nos. 001144 and 001215 (Combined upset amount: $30,000,000)

21. Approval of Resolution revising the Free Transponders Policy

22. Approval of Purchase Order for ConvergeOne, Inc. for PBX Telephone System Phase 2 for Project No. 599-913 (Purchase Order Amount: $165,698.00)

CONSENT AGENDA ITEM

#1

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: June 6, 2016

SUBJECT: Approval of Purchase Order for Thirty-Six (36) New E-Pass Sign Panel Overlays to Interstate Highway Sign Corp.
Project No. 599-624A

CFX advertised for invitations to bid for the referenced project in the Orlando Sentinel on May 27, 2016. Responses to the invitation were received from two (2) contractors by the June 6, 2016, deadline for submittal of bids.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Interstate Highway Sign Corp.	$97,294.00
2.	Traffic Supplies & Distribution	$101,911.60

The Procurement Department has evaluated the bids and has determined the bid from Interstate Highway Sign Corp., to be responsible and responsive to the bidding requirements. Award of the purchase order to Interstate Highway Sign Corp., in the amount of $97,294.00 is requested.

Reviewed by: _____
Ben Dreiling, Director of Construction

MEMORANDUM

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

FROM: Courtney Gordon
Contracts Analyst

SUBJECT: Thirty-Six (36) New Static Guide Sign Panel Overlays
Contract No. 001203; Project No. 599-624A

DATE: June 6, 2016

The Procurement Department has reviewed the following two (2) bids (received and opened on June 6) for the subject project. We have determined that the low bid is responsive to the bidding requirements. Please perform a review of the unit prices in the low bid to identify any "unbalanced" items and to determine if the bid falls within the generally accepted tolerance threshold used by CFX for bids that are below the Engineer's Estimate. Please advise me of your findings.

	Bidder	Bid Amount
1.	Interstate Highway Sign Corp.	$97,294.00
2.	Traffic Supplies & Distribution	$101,911.60

BID ANALYSIS
THIRTY-SIX (36) NEW STATIC GUIDE SIGN PANEL OVERLAYS
PROJECT NO. 599-624A, CONTRACT NO. 001203
Bid Opening: June 6, 2016
Engineer's Estimate: $145,780.00
2 Bidders

Interstate Highway Sign Corp.
Bid Amount: $97,294.00

No Irregularities Noted

Traffic Supplies & Distribution
Bid Amount: $101,911.60

No Irregularities Noted

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

Courtney Gordon
June 6, 2016

CFX CONTRACT NO. 001203

THIRTY-SIX (36) NEW STATIC GUIDE SIGN PANEL OVERLAYS

BID TABULATION - BID OPENING JUNE 6, 2016, 1:30 PM

				Traffic Supplies & Distribution		Interstate Highway Sign Corp.	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
700-3-107	FURNISH OVERHEAD SIGN PANEL (255.75 SF)	12	EA	$2,813.25	$33,759.00	$2,629.00	$31,548.00
700-3-107A	FURNISH OVERHEAD SIGN PANEL (220.5 SF)	18	EA	$2,425.50	$43,659.00	$2,325.00	$41,850.00
700-3-107B	FURNISH OVERHEAD SIGN PANEL (219.6 SF)	6	EA	$2,415.60	$14,493.60	$2,316.00	$13,896.00
999-2	WORK ORDER ALLOWANCE	N/A	N/A	$10,000.00	$10,000.00	$10,000.00	$10,000.00
					$101,911.60		$97,294.00

CONSENT AGENDA ITEM

#2

MEMORANDUM

TO: CFX Board Members

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

DATE: May 31, 2016

SUBJECT: Consent Agenda
Construction Contract Modifications

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

Contract No.	Name	Contract Description	Original Contract Amount ($)	Previous Authorized Adjustments ($)	Requested ($) June 2016	Total Amount ($) to Date*	Time Increase or Decrease
599-738	Air Mechanical & Service Corp.	HQ Building Computer Room HVAC & UPS Upgrades	$ 455,836.00	$ 23,630.51	$ 71,461.50	$ 550,928.01	0
				TOTAL	$ 71,461.50		

* Includes Requested Amount for current month.

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

The following is a proposed Construction Contract Modification along with the detailed information:

Contract 599-738: HQ Building Computer Room HVAC & UPS Upgrades
Air Mechanical & Service Corp.
SA 599-738-0616-02

Second Floor Alterations

CFX requests to add the following pay item to accommodate mechanical and electrical alterations to Rooms 222A and 226 at CFX Headquarters. This will provide additional work space during the expansion of the Call Center on the Second Floor.

ADD THE FOLLOWING ITEM:		
Second Floor Alterations	$	71,461.50
TOTAL AMOUNT FOR PROJECT 599-738	**$**	**71,461.50**

CONSENT AGENDA ITEM

#3

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: June 6, 2016

SUBJECT: Award of Contract for
S.R. 429 (Wekiva Parkway) from Systems Interchange East to Mt. Plymouth Rd.
Contract No. 001137; Project No. 429-205

CFX advertised for invitations to bid for the referenced project in the Orlando Sentinel on August 13, 2015. Responses to the invitation were received from eight (8) contractors by the May 18, 2016, deadline for submittal of bids.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Superior Construction Company Southeast, LLC	$38,650,000.00
2.	Ranger Construction Industries, Inc.	$38,693,578.53
3.	SEMA Construction, Inc.	$39,655,555.00
4.	GLF Construction, Inc.	$39,853,830.90
5.	Southland Construction, Inc.	$40,990,000.00
6.	Prince Contracting, LLC	$42,094,000.00
7.	Facchina Construction Company Inc.	$43,503,800.00
8.	D.A.B. Constructors, Inc.	$44,444,444.44

The Engineer's Estimate for this project is $39,298,697.43

The Engineer of Record for this project has reviewed the low bid submitted by Superior Construction Company Southeast, LLC, Inc. and found no unbalanced bid items. The Procurement Department has also evaluated the bids and has determined the bid from Superior Construction Company Southeast, LLC, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to Superior Construction Company Southeast, LLC, in the amount of $38,650,000.00 is recommended contingent upon final execution of the contract by both parties.

Reviewed by: _____
Ben Dreiling, Director of Construction

MEMORANDUM

TO: Robert Johnson
Manager of Procurement

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

DATE: June 6, 2016

RE: **SR 429 (Wekiva Parkway) from Systems Interchange to Mt. Plymouth Rd.**
Project No. 429-205, Contract No. 001137
Review for Unbalanced Bids

Bid Opening: May 18, 2016
Low Bidder: Superior Construction Company Southeast, LLC.
Low Bid: $38,650,000.00
Engineer's Estimate: $39,298,697.43

I have reviewed the low bid to determine whether the overall bid amount falls within the generally accepted tolerance threshold of 25% used by the Authority and other state agencies for bids that are below the Engineer's Estimate. The low bid is approximately 1.7% below the Engineer's Estimate and, therefore, falls within the generally accepted tolerance.

Based on my review, confirmation by the Engineer of Record (see attached memo) that the low bid unit prices are not unbalanced, and confirmation by your department that all other bidding requirements have been met, the low bid appears responsible and responsive to the bidding requirements in all areas and I am comfortable with recommendation of award to Superior Construction Company Southeast, LLC for this project.

Attachment

cc: G. Pressimone
S. Bear (CH2M HILL)

PARSONS

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

May 26, 2016

To:
Joseph Berenis, P.E.
Deputy Executive Director - Central Florida Expressway Authority

From:
Ted Davidson, P.E.
Project Manager - PARSONS

Subject:
SR 429 – Wekiva Parkway from SR 429 Systems Interchange East to Mt. Plymouth Road
Contract 000859; Project 429-205
Review of Major items of Work and Unit Prices

Bid Date: May 18, 2016
Low Bid Amount: $38,650,000.00
Engineer's Estimate: $39,298,697.43
Major Items of Work Threshold (5%): $1,932,500.00

Bidders: (Total of 8) Superior Construction Company; Ranger Construction Industries, Inc.; SEMA Construction, Inc.; GLF Construction Corp.; Southland Construction, Inc.; Prince Contracting, LLC; Facchina Construction Company; D.A.B. Construction

As the Engineer of Record for the above referenced project, I have reviewed General Specification subarticle 1.3.26 for definition of major items of work (defined as any work having an original contract value in excess of 5% of the original contract amount, exclusive of lump sum items). I have determined that the major items of work included in the low bid submitted by Superior Construction Company are within at least 50% above or below the unit price shown in the Engineer's Estimate. There are no unbalanced bid items using this defined criterion.

Items greater than 5% threshold (Major Item of Work, excluding Lump Sum items):

Item No.	Item Description	Total Bid	Bidder's Unit Price	Engineer's Unit Price	Unbalanced
120-6	EMBANKMENT	$ 9,857,826.00	$6.60	$6.20	No
548-12	RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER	$ 1,940,622.00	$29.00	$32.40	No

Finally, although there were no "unbalanced" items identified in the Superior Construction Company low bid, a review was performed to identify any pay items that were at least 50% above or below the average unit price submitted by the other project bidders. This review was performed to identify any/all items as possible discussion items to be reviewed with the Contractor at the Pre-Award meeting.

The following table includes those results:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	LOW BIDDER'S UNIT PRICE	LOW BIDDER's TOTAL COST	Average Bid Price other Bidders	Average Total Other Bidders	% Delta from Average
120-74	EMBANKMENT SURCHARGE	14,000	CY	$1.50	$21,000.00	$9.57	$134,000.00	-84.3%
141-70	SETTLEMENT PLATE ASSEMBLY	5	AS	$500.00	$2,500.00	$1,651.43	$8,257.14	-69.7%
160-4	TYPE "B" STABILIZATION	89,936	SY	$1.50	$134,904.00	$3.56	$319,915.20	-57.8%
400-7	BRIDGE DECK GROOVING (DECK THICKNESS < 8.5")	856.0	SY	$3.50	$2,996.00	$11.47	$9,821.99	-69.5%
430-173-124	PIPE CULV (BCCMP) (ROUND) (24")	334	LF	$119.00	$39,746.00	$255.22	$85,244.91	-53.4%
430-173-130	PIPE CULV (BCCMP) (ROUND) (30")	289	LF	$122.00	$35,258.00	$293.74	$84,891.69	-58.5%
442-70	VERTICAL DRAINAGE WICKS	20,000	LF	$4.00	$80,000.00	$2.34	$46,857.14	70.7%
570-1-1	PERFORMANCE TURF, SEED & MULCH	43,678	SY	$1.50	$65,517.00	$0.96	$42,118.07	55.6%
635-1-15	SMALL FIBER OPTIC PULL BOX (F&I)	5	EA	$726.32	$3,631.60	$1,872.61	$9,363.05	-61.2%
638-341-0411	F.O.C., 4" PVC OUTER DUCT W/ CONDUIT 4-1" HDPE/SDR 11, TRENCH	174	LF	$5.34	$929.16	$14.63	$2,546.12	-63.5%
638-361-0911	F.O.C., 6" PVC OUTER DUCT W/ 9-1" HDPE/SDR 11, TRENCH	625	LF	$14.31	$8,943.75	$61.87	$38,666.96	-76.9%
638-361-0913	F.O.C., 6" PVC OUTER DUCT W/ 9-1" HDPE/SDR 11, DIRECTIONAL BORE	836	LF	$40.29	$33,682.44	$80.58	$67,361.30	-50.0%
638-463-0914 NR	F.O.C., 6" BRFG BULLET R-RESISTIVE FIBERGLASS OUTER DUCT W/ 8-1" & 1-2' HDPE/SDR 11 (INSTALL ON BRIDGE)	1,272	LF	$32.00	$40,704.00	$97.16	$123,583.89	-67.1%
668-13	TYPE 170 CABINET (POLE MOUNTED) (F&I) (MODEL 336 S)	6	EA	$24,799.44	$148,796.64	$12,345.02	$74,070.09	100.9%
700-1-74 NR	SINGLE POST SIGN, F&I CUSTOM w/ WIND LOAD AREA > 30 SF	1	AS	$1,801.84	$1,801.84	$4,594.29	$4,594.29	-60.8%
700-3-224 NR	SIGN PANEL, F&I OH MOUNT, UP TO 50 SF W/ LIGHTING	1	EA	$6,487.09	$6,487.09	$2,992.71	$2,992.71	116.8%
700-3-301B NR	SIGN PANEL, F&I BRIDGE MOUNT, UP TO 12 SF	2	AS	$1,533.27	$3,066.54	$963.14	$1,926.29	59.2%
715-1-115	CONDUCTORS (F&I) (INSULATED) (NO. 2)	3,054	LF	$1.72	$5,252.88	$4.97	$15,191.47	-65.4%

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	LOW BIDDER'S UNIT PRICE	LOW BIDDER's TOTAL COST	Average Bid Price other Bidders	Average Total Other Bidders	% Delta from Average
715-1-60	LIGHTING CONDUCTORS, REMOVE AND DISPOSE	16,042	LF	$1.72	$27,592.24	$0.85	$13,704.45	101.3%
715-7-41	LOAD CENTER, REMOVE, SECONDARY VOLTAGE	1	EA	$351.20	$351.20	$1,636.85	$1,636.85	-78.5%
783-8-1 NR	TRAFFIC MONITORING STATION COMPOSITE CABLE	520	LF	$3.94	$2,048.80	$8.26	$4,296.69	-52.3%

Cc: file 647710

CONTRACT

This Contract No. 001137 (the "Contract"), made this 16th day of June, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and Superior Construction Company Southeast, LLC, 7072 Business Park Blvd., Jacksonville, FL 32256, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 429-205, S.R. 429 from the Systems Interchange east to Mount Plymouth Road, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 570 calendar days. The Contract Amount is $38,650,000.00. This Contract was awarded by the CFX Board of Directors at its meeting on June 16, 2016.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions,
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Design Standards, and
11. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

CONTRACTOR

By:_____

_____
Title

ATTEST: _____(Seal)

Approved as to form and execution, only.

General Counsel for CFX

_____

CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

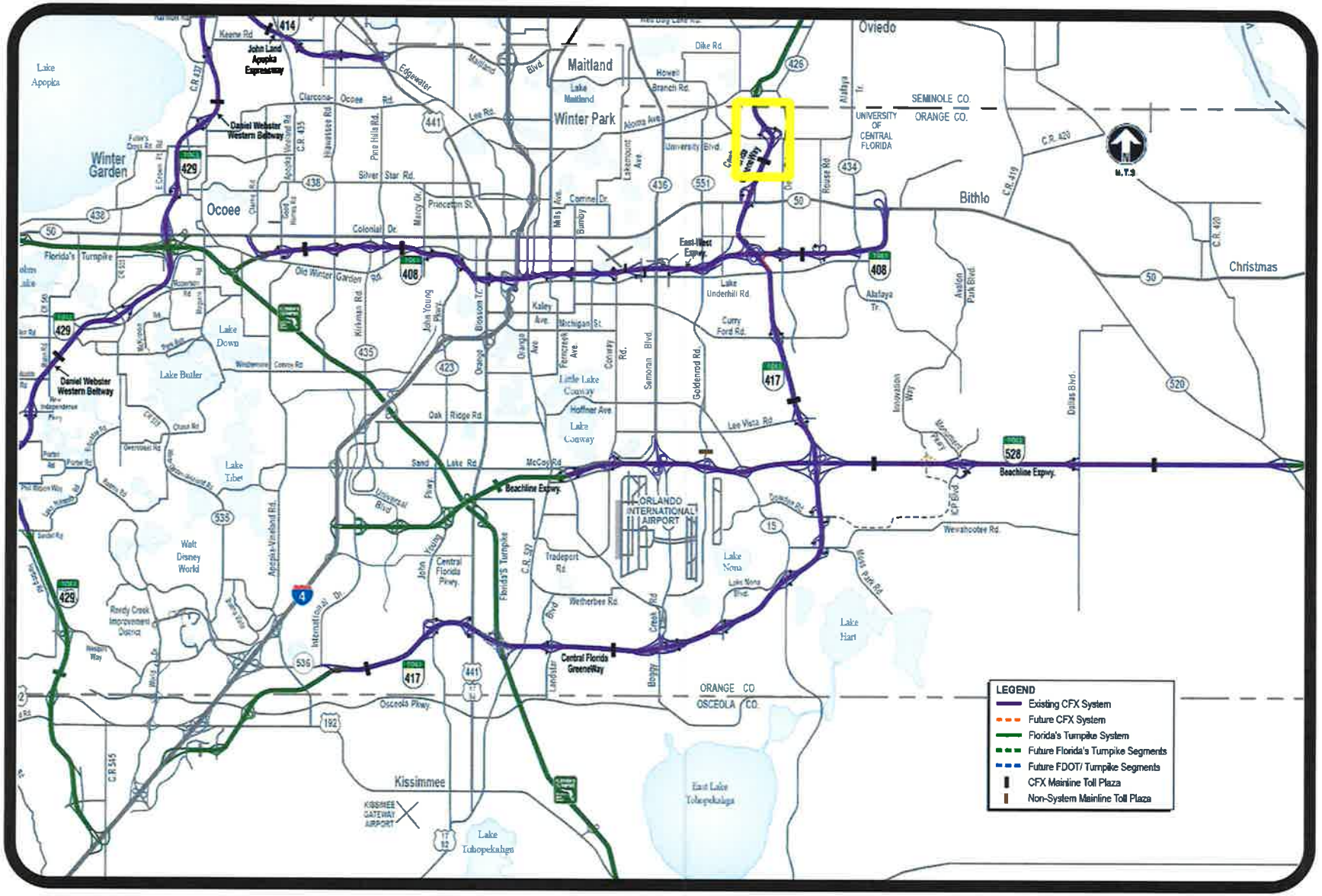
FROM: Robert Johnson
Manager of Procurement

DATE: June 8, 2016

SUBJECT: Authorization to Award of Contract to Dewberry Engineers, Inc.
Professional Engineering Consultant Services for
S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line
Project 417-134, Contract No. 001153

The Board approved on March 10, 2016, the final ranking of the firms for the referenced project and authorized staff to enter into negotiations with the highest ranked firm, Dewberry Engineers, Inc. Those negotiations have been completed and Board award of the contract to Dewberry Engineers, Inc. is requested in the not-to-exceed amount of $2,575,000.00.

Reviewed by: for
Glenn Pressimone, PE
Director of Engineering



Project Location Map for
S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line (417-134)

Contract No. 001153

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 16th day of June, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 63-573 Laws of Florida, 1963, (Chapter 348, Part V, Florida Statutes) hereinafter called "CFX" and DEWBERRY ENGINEERS, INC., hereinafter called "CONSULTANT", carrying on professional practice in engineering with offices located at 800 North Magnolia Avenue, Suite 1000, Orlando, FL. 32803.

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

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain services in connection with the design of the S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line identified as Contract No. 001153.

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

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

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

Reference herein to Director shall mean CFX's Executive Director.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager 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 Project Manager.

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 five-year term from the date of the Notice to Proceed for the required project services as detailed in Exhibit "A". An extension of the five-year term may be approved by CFX at its sole discretion.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in Exhibit "A", or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for

the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0 PROFESSIONAL STAFF

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

Comprehensive Engineering Services, Inc. (Class 1)
The Balmoral Group, LLC (Class 1)
Tierra, Inc. (Class 2)
Aerial Cartographics of America, Inc. (Class 2)

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion.

Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement includes the preparation of construction plans for one construction project. If the work is divided into more than one construction project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to Exhibit "A" for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof, in the amount of $2,575,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this

Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 800 North Magnolia Avenue, Suite 1000, Orlando, FL. 32803.

The CONSULTANT shall allow public access to all documents, papers, letters, or other material as approved and authorized by CFX and subject to the provisions of Chapter 119,

Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by CFX.

9.0 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.

10.0 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 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

11.0 TERMINATION

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

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

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

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

If CFX abandons the work or subtracts from the work, suspends, or terminates the Agreement as presently outlined, the CONSULTANT shall be compensated on the basis of the percentage completion ratio of the fixed fee shown in attached Exhibit "B", plus actual costs as determined in Exhibit "B". In determining the percentage of work completed, CFX shall consider the work performed by the CONSULTANT prior to abandonment or termination to the total amount of work contemplated by this Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 11.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to

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

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager 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. 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 Project Manager and the CONSULTANT that cannot be resolved shall be referred to the Director whose decision shall be final.

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

13.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The CONSULTANT and CFX will evaluate the notice of claim and report their findings to each other within fourteen working days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

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

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of

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

15.0 THIRD PARTY BENEFICIARY

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

16.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work

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

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

insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

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

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

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

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to

identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

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

17.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name of logo of the CONSULTANT unless approved by CFX's Director of Public Affairs and Communication or his/her designee. If a copy of the CFX logo is to be used in a document or presentation, the logo shall not be altered in any way. The width and height of the logo shall be of equal proportions. The proper presentation of the CFX logo is of utmost importance to CFX. Any questions regarding the use of the CFX logo shall be directed to the Director of Public Affairs and Communication or his/her designee.

18.0 STANDARD OF CONDUCT

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

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

19.0 DOCUMENTED ALIENS

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

20.0 CONFLICT OF INTEREST

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Director for resolution. During the term of this Agreement, the

CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

21.0 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.

22.0 GOVERNING LAW AND VENUE

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

23.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

Exhibit "E", Project Location Map

Exhibit "F", Schedule

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 16th, 2016.

DEWBERRY ENGINEERS, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name:_____

Approved as to form and execution, only.

General Counsel for CFX

_____

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 417 WIDENING
ECONLOCKHATCHEE TRAIL TO THE
ORANGE / SEMINOLE COUNTY LINE

PROJECT NO. 417-134

IN ORANGE COUNTY, FLORIDA

JUNE, 2016

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

A. See EXHIBIT "E", Project Location Map.

1.02 Description

The services to be provided for the project shall include final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 417 between Econlockhatchee Trail and the Orange/Seminole County line. Specifically, the project will include outside widening of S.R. 417 between Econlockhatchee Trail and the University Mainline Plaza, outside/median widening of S.R. 417 from the University Mainline Plaza to the Orange/Seminole County line, conversion of the S.R. 417 northbound and southbound inside cash lanes to express lanes and widening of the southbound S.R. 417 Bridge over University Boulevard. The project will also include the addition of one (1) northbound auxiliary lane and one (1) southbound auxiliary lane between the S.R. 50 / Colonial Drive ramps and the University Mainline Plaza and the addition of one (1) northbound auxiliary lane between the University Boulevard ramp and the S.R. 417 Aloma Avenue ramps.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, traffic operations modeling, utility design and coordination, geotechnical analysis, walls, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design of the project.

1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 417 Widening from Econlockhatchee Trail to the Orange/Seminole County line.

B. The Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility relocation plans, final toll plaza plans, final fiber optic network plans and final signing and pavement marking plans.

C. The Authority's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.04 Organization

A. The Authority's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of the Authority and the Consultant.

1.05 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be 12 months from notice to proceed, including all reviews.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, the Authority's Design Practices and Standard Notes and the Authority's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2015 edition, and updates, shall be used for this project.

2. The FDOT Design Standards (Index Drawings), latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Plans Preparation Manual, latest edition, shall be used for this project.

4. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2004 edition, shall be used for this project.

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

7. The CFX ITS Design Standard Details for Design, Construction, Maintenance and Utility Operations on the State Highway System, April 2015, shall be used for this project.

3.0 DESIGN CRITERIA

3.01 General

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives, provided by the Authority during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2038

C. Design vehicle – WB-62FL

3.02 Geometry

The following criteria are to be incorporated into the design:

DESIGN ELEMENT	EXPRESSWAY MAINLINE	EXPRESSWAY RAMPS	CROSSROADS/ COLLECTORS
Design Speed, MPH	70 mph	30 mph (Loop) 50 mph (Diamond) 50 mph (Directional)	30 Local 45 Urban 50 Rural
Horizontal Alignment a. Max. Curve, Degrees	3°° 30'	24° 45' Loop 8° 15' Diamond 8° 15' Directional	20°
b. Max. Superelevation, ft/ft.	0.10	0.10	0.05 Urban 0.10 Rural
c. Lane Drop Tapers	70:1	50:1	
d. Transitions	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'	Use spirals for curves > 1° 30'
Vertical Alignment a. Max. Grade	3%	5% to 7% (30 mph) 3% to 5% (50 mph)	5% Arterial Rural 7% Collector Rural
b. Vertical Curvature (K) (K=Len./%grade change) Crest	506 FDOT 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 FDOT 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
c. Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A

DESIGN ELEMENT	EXPRESSWAY MAINLINE	EXPRESSWAY RAMPS	CROSSROADS/ COLLECTORS
Cross Sections			
a. Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
b. Shoulder width, ft.	4-Lane	Single Lane	
Right	12 (10 paved)	6 (4 paved)	8 (4*paved)
Left	8 (4 paved)	6 (2 paved)	8 (2 paved)
			* min. 5' paved FDOT
	6-Lane	Dual Lane	
Right	12 (10 paved)	10* (8* paved)	
Left	12 (10 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6-Lane	Dual Lane	
Right	10	10	
Left	10	6	
c. Cross Slopes			
1. Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
2. Bridge Lanes	2% typ. (no break)		
3. Left Shoulder	5%	5%	5%
4. Right Shoulder	6%	6%	6%
d. Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Horizontal Clearance	PPM 1-2.11	PPM 1-2.11	PPM 1-2.11
Vertical Clearance, ft.			
a. Over Roadway*	16.5	16.5	16.5
b. Overhead Signs	17.5	17.5	17.5
c. Over Railroad	23.5	23.5	N/A

Ramp Operations

a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
b. Six hundred (600) ft. between exit and entrance terminals
c. Single Lane Entrance Ramp Parallel
d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

a. Ten (10) ft. from back of walls or limit of construction.
b. Two (2) ft. from back of sidewalk on frontage roads.
c. Drainage and construction easements as required
d. Limited access right-of-way limits per Index 450
e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.03 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Plans Preparation Manual, FDOT Standard Drawings, FDOT Indices, etc., except as otherwise directed by the Authority.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services to be provided for the project shall include final design and preparation of construction drawings/specifications to provide six (6) general use lanes on S.R. 417 between Econlockhatchee Trail and the Orange/Seminole County line. Specifically, the project will include outside widening of S.R. 417 between Econlockhatchee Trail and the University Mainline Plaza, outside/median widening of S.R. 417 from the University Mainline Plaza to the Orange/Seminole County line, conversion of the S.R. 417 northbound and southbound inside cash lanes to express lanes and widening of the southbound S.R. 417 Bridge over University Boulevard. The project will also include the addition of one (1) northbound auxiliary lane and one (1) southbound auxiliary lane between the S.R. 50 / Colonial Drive ramps and the University Mainline Plaza and the addition of one (1) northbound auxiliary lane between the University Boulevard ramp and the S.R. 417 Aloma Avenue ramps.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, maintenance of traffic, traffic operations modeling, utility design and coordination, geotechnical analysis, walls, scheduling and project control, progress reporting and any other incidental items necessary for the proposed design of the project.

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, FDOT, Florida's Turnpike and SJRWMD.

4.03 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.
At the completion of this review, the Consultant shall submit to the

Authority a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by the Authority's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.04 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by the Authority and provide complete field surveys suitable for contract document preparation.

Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on the Authority's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing Right of Way maps if such maps exist, or in the center of dedicated Right of Way as per subdivision plats, or in the center of the pavement when no Right of Way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.
2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.
3. Station all alignments at 100' intervals.
4. Meet with Authority's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. Set at all alignment points, left and right at 90-degrees to alignment where possible, outside the proposed construction limits.
2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.
2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100'.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting.

K. Geotechnical Surveys

Locate and/or stake boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

Locate right-of-way limits for construction purposes. No new right-of-way is anticipated.

M. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points

4.05 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of the Authority.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on the Authority system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to the Authority's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to the Authority for location approval.

4.06 Contamination Impact Analysis

A. The Consultant shall consider applicability of a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of the Authority.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.07 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.08 Borrow Pits

A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.09 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as the Authority may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of the Authority, its Chairman or staff.

B. The Consultant shall assist the Authority in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway, aesthetic treatments and noise wall elements. This scope assumes presentations at two public meetings with adjacent property owners.

4.10 Environmental Permits

A. The Authority's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to the Authority. (The Authority will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1 Attend the pre-application meetings and site visits with the Authority and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist the Authority in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency

requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format and 7 hard copies.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by the Authority.

3. Where utility conflicts occur which require utility relocation agreements between the affected utility and Authority, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise the Authority seven days

in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by the Authority's Project Manager. After approval of the agreement by the utility and Authority, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections will be prepared as part of the 15% submittal and submitted to the Authority for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Plans and profiles (plans at 1"=50' scale)

8. Interchange plans, profiles, alignment and plan index sheets

9. Interchange layout plans

10 Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets

12. Ramp Terminal Details

13. Crossroad plans and profiles (1"= 50' scale)

14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

15. Earthwork quantities

16. Traffic Control Sheets

17. Utility Adjustment Sheets

18. Details

19. Special provisions

20. Special specifications

4.13 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration and foundation pile type.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge designs will be provided for all bridges.

2. Retaining walls

3. Box Culverts

4. Slope protection

5. Approach slabs

6. Details

7. Summary quantity tables

8. Special provisions and specifications

9. Stage construction-sequencing details (if applicable).

10. Sign\Signal structures.

11. Sound walls.

12. The Consultant shall perform Load Rating Analysis per FDOT criteria for any box culverts and bridges at the 90% design phase. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C.

2. Finalize the pond design at the 30% submittal.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify the Authority's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps used in the development of the drainage design to the Authority for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and

calculations at the scheduled reviews.

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required.

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and Authority design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. The Authority will provide a cut sheet for the type of lighting fixtures to be used for this project.

4.16 Traffic Engineering

A. Traffic Data will be furnished by the Authority.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations determined by the Authority and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing Plans

A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. The Authority will provide conceptual signing plans for the project.

C. The Authority will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures.

D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format).

F. For the purposes of this proposal, six (6) cantilevers and seven (7) overhead truss signs are assumed to be required for the improvements. Of the signs mentioned above, two (2) existing overhead trusses and two (2) existing cantilevers along the project will be affected by the improvements and are assumed to require reconstruction since they do not meet current wind load criteria.

4.18 Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators.

B. The pavement marking design will be shown on the same plan sheets as the signing design.

4.19 Right-of-Way Surveys

A. No additional right-of-way is anticipated for this project.

4.20 Cost Estimates

A. The Consultant shall prepare and submit to the Authority construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and procedures not adequately covered by the Authority's Technical Specifications.

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

   This scope has assumed that four (4) miles of ITS relocation will be required consisting of two (2) miles of relocations on each side of SR 417.

2. Fiber optic network (FON) plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including the Authority's FON
   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
   e. Manhole/Pull box locations and stub-out details (standard details provided)
   f. Device layout
   g. Device installation details
   h. Conduit installation details (standard details provided)
   i. Fiber optic cable route marker detail (standard details provided)

j. Fiber count per conduit
k. Communications interconnect
l. Connectivity with the FON backbone conduits
m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
o. Controller cabinet, CCTV pole, and foundation details
p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet.
q. Grounding
r. Table of quantities
s. Special notes
t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
v. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements.
w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.
x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements.
y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current Authority ITS equipment standards.

3. The Consultant shall take the following information into consideration when developing the site construction plans:

a. Minimize utility conflicts and adjustments.
b. Minimize traffic impact.
c. Accessibility and ease of equipment maintenance.

d. Safety of equipment maintenance personnel and the traveling public.
e. Maintain the existing FON system through all phases of construction.
f. Environmental conditions.
g. Concurrent/future Authority projects.
h. Compatibility with existing and proposed ITS infrastructure (e.g. Authority enhanced grounding standards for ITS devices, Authority transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
i. Leased conduits in the Authority FON duct bank that are occupied by the fiber optic cable of other agencies or entities.

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in the Authority's standard format to document the functional connectivity between fiber optic conduit and all splices.

C. Maintenance Of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all

materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of the Authority.

Quantities And General Notes

4. Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary.

E. Standard Authority specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

A. This proposal includes modifications pertaining to converting the existing S.R. 417 northbound and southbound inside cash lanes to express lanes at the University Mainline Toll Plaza.

4.24 Post-Design Services

A. Services shall begin after authorization by the Authority. The Consultant 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.

B. 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 construction contractor, the Authority, and the Authority's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with the Authority's CEI 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. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid

period.

E. 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 shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by the Authority. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to the Authority within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

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

H. 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. The Consultant shall attend partnering meetings as requested by the Authority's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by the Authority's Project Manager including, but not limited to, the Notice to Proceed meeting.

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

L. The Consultant shall provide utility consulting services as needed by the

Authority, relative to proposed utility adjustments within the project limits.

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. The Authority shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY THE AUTHORITY OR ITS DESIGNEE

5.01 Record Documents

A. The Authority will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions

2. Available right-of-way plans of existing conditions

3. Current list available to the Authority of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest Authority construction projects.

5.02 Traffic Data

A. The Authority will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages

5.03 Other

1. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY THE AUTHORITY OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

A. If necessary, the Authority, or its designee, will review all right-of-way plans, parcel sketches and legal descriptions prepared by the Consultant. The Authority will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.02 Utility Agreements

A. The Authority will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

A. The Authority will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by the Authority. The Authority will be responsible for mailings and advertisements for the public meetings.

6.04 Contracts and Specifications Services

A. The Authority will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.05 Post-Design Services

A. The Authority will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

A. The Authority will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. The Authority will stake wetland lines and coordinate agency site visits. The Authority will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

A. The Authority will provide a conceptual major guide signing plan.

B. The Authority will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority

A. The Authority's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by the Authority's Project Manager.

7.02 Authority's Project Manager

The Authority's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for the Authority to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

A. The Consultant has total responsibility for the accuracy and completeness

of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by Authority for conformity with the Authority procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by the Authority does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to the Authority.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

A. The Consultant shall provide data for the Authority's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.05 Work Progress

A. The Consultant shall meet with the Authority's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by the Authority. Two working days prior to each progress meeting, the Consultant shall provide the Authority's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to the Authority's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by the Authority.

7.07 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to the Authority for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.08 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached and appropriate items checked.

B. The Consultant's quality control plan shall be submitted to the Authority within fifteen (15) working days of receipt of written notice to proceed.

7.09 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by the Authority.

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. Authority representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to the Authority a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to the Authority. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and the Authority.

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to the Authority for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to the Authority.

C. Three copies of the design notes and computations shall be submitted to Authority with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any Authority

comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the quantity computation booklet.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by the Authority shall continue through the project development process

B. Formal submittals for review shall be made to the Authority when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (3 sets and 1 .PDF required)

2. 30% Roadway and Toll Plaza plans (6 sets and 1 .PDF CD/DVD required)

3. 30% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)

4. 60% Roadway, Toll Plaza and specifications, Geotechnical Report (6, 6, and 3 sets and 1 .PDF CD/DVD required)

5. 60% Bridge Plans (required only on Category 2 bridges).

6. 90% Bridge and Structural Plans (6 sets and 1 .PDF CD/DVD required)

7. 90% Roadway, Toll Plaza and specifications (6 and 6 sets and 1 .PDF CD/DVD required)

8. 100% Roadway Toll Plaza, Bridge and specifications, Geotechnical Report (6, 6, 6 and 3 sets and 1 .PDF CD/DVD required))

9. Pre-Bid Plans (3 sets and 1 .PDF CD/DVD required)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and 1 .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than the Authority will not be made until approved by the Authority.

E. The format of review submittal plans shall conform to the FDOT Plans Preparation Manual, except as amended by the Authority.

F. Due to the compact schedule of the design, review and construction process,

any modification to the agreed submittal dates will require a letter from the Consultant to the Authority giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway and Toll Plaza Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

a) Location map shown complete with destinations, ranges and townships.

b) Beginning and ending stations shown.

c) Any equations on project shown.

d) Project numbers and title shown.

e) Index shown.

2. Drainage Map Prepared

a) Existing culvert sizes and elevations.

b) Horizontal alignment shown.

c) Drainage areas and flow arrows shown.

d) High water information shown.

e) Beginning and end stations shown along with any equations

on project.

f) Interchange supplemental maps prepared.

3. Typical Section Sheets

a) Ramp typical sections developed.

b) Pavement structure shown.

c) Special details developed.

d) General notes shown.

4. Plan and Profile Sheets

a) Centerline plotted.

b) Reference points and bench marks shown.

c) Existing topography.

d) Base line of surveys, curve data, bearings, etc. shown.

e) Beginning and end stations (project and construction).

f) Geometric dimensions.

g) Proposed and existing limited access right-of-way lines.

h) Existing ground line.

i) Proposed profile grade.

j) Type, size and horizontal location of existing utilities.

k) Drainage structures and numbers are shown

l) Drainage ponds are shown.

5. Cross Sections

a) Existing ground line.

b) Preliminary templates at critical locations (not to exceed 500

feet).

c) Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a) Geometric dimensions.

b) Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

a) Striping layout.

b) Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway and Toll Plaza Plan Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

a) Project description and number shown.

b) Equations, exceptions and bridge stations shown.

c) North arrow and scale included.

d) Consultant and Authority sign-off included.

e) Contract set index complete.

f) Index of sheets updated.

2. Drainage Maps

a) Flood data shown.

b) Cross drains and storm sewer shown.

c) Bridges shown with beginning and ending stations.

d) Interchange supplemental sheets updated.

3. Typical Section Sheets

a) All required typical sections are included.

b) Limited access right-of-way lines are shown.

c) Design speed and traffic are shown.

d) Special details have been completed.

e) Station limits of each typical section are shown.

4. Plan and Profile Sheets

a) Match lines shown.

b) Limited access right-of-way lines shown.

c) Stations and offset shown for all fence corners and angles.

d) All work shown should be within right-of-way or proposed easement.

e) Drainage structures and numbers are shown.

f) Drainage ponds shown.

g) Curve data and superelevation included.

h) Pavement edges, shoulders and dimensions shown.

i) Project and construction limits shown.

j) Bridges shown with beginning and ending stations.

k) General Notes.

5. Drainage Structures

a) Drainage structures plotted and numbered.

b) Station location and offsets identified.

6. Cross Sections

a) Templates are shown at all stations.

b) Limited access right-of-way lines are shown.

c) Cross section pattern sheet included.

d) Miscellaneous notes included.

e) Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

a) Geometric data shown.

b) Profiles finalized.

c) Coordinate data shown.

d) Limited access right-of-way lines shown.

e) Curve data shown.

f) Bearings and bridges shown.

g) Cross roads, frontage roads, and access roads shown.

h) Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway and Toll Plaza Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

a) Length of Project with exceptions shown.

b) Index of sheets updated.

2. Drainage Maps

a) Drainage divides, areas and flow arrows shown.

b) Elevation datum and design high water information shown.

c) Disclaimer and other appropriate notes added.

3. Typical Section Sheets

4. Plan and Profile Sheets

a) Curve Control Points (P.C., P.I., P.T.) flagged and labeled.

b) Limits of side road construction.

c) Angle and stationing for intersections.

d) Treatment for non-standard superelevation transitions diagramed.

e) General notes shown.

f) Special ditches profiled.

5. Drainage Structures

a) Existing structures requiring modifications are shown.

b) Existing and proposed utilities are shown.

6 Soil Borings

a) Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a) Scale and special ditch grades shown.

b) Utilities plotted.

c) Sub-excavation shown.

d) Volumes computed and shown.

8. Utility Relocation Plans

a) Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Highway Lighting Plans

12. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Toll Plaza, Bridge and Structural Plans

A. At the completion of this phase, the design plans, technical specifications and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans

7.21 Bid Set

EXHIBIT B

METHOD OF COMPENSATION

EXHIBIT "B"
METHOD OF COMPENSATION

1.00 PURPOSE:

This Exhibit describes and defines the limits of compensation to be made to the CONSULTANT for the services set forth in Exhibit "A" of this Agreement and the method by which payments shall be made.

2.00 AMOUNT OF COMPENSATION:

2.10 CFX agrees to pay the CONSULTANT for the performance of services described in Exhibit "A" an amount not to exceed a Total Maximum Limiting Amount of $2,575,000.00.

2.11 The Total Maximum Limiting Amount for the project assigned under this Agreement shall include:

- A Limiting Amount for Salary Related Costs consisting of the sum of actual salary and wages and the applicable administrative overhead and payroll burden (fringe benefits) costs;
- A Fixed Fee as the Operating Margin or profit paid for the professional services described in this Agreement;
- A Lump Sum Amount for Expenses;
- A Limiting Amount for Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services);
- An Allowance Amount for CFX to utilize as necessary.

2.12 The Total Maximum Limiting Amount for the project assigned under this Agreement shall consist of the following:

DEWBERRY ENGINEERS, INC.

Total Activity Salary Costs	$519,688.03
(a) Overhead Additives	
(1) Combined (131.46%)	683,181.88
Subtotal (Salary + Overhead)	1,202,869.91
(b) Lump Sum for Operating Margin (12.00%)	144,344.39
Subtotal (Salary Related)	1,347,214.30
(c) Design Survey - Field (Prime)	147,858.72
(d) Direct Expenses - Lump Sum (Prime)	25,300.00
BASIC FEE	1,520,373.02
(e) Subcontracts (Limiting Amount)	827,863.92
(f) Allowance	226,763.06
TOTAL MAXIMUM LIMITING AMOUNT	**$2,575,000.00**

2.13 It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient funding remains within the Total Maximum Limiting Amount stated above in Section 2.12 to complete the services for the project. Changes in the Total Maximum Limiting Amount for the project shall require execution of a Supplemental Agreement. The CONSULTANT is obligated to complete project services within the Total Maximum Limiting Amount established herein.

3.00 ALLOWABLE COSTS:

CFX shall reimburse the CONSULTANT for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under this Agreement are expressly made subject to the terms of (1) this Agreement (2) Federal Acquisition Regulations sub-part 31-2 (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980) and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of this Agreement. Allowable Costs and Fees are defined as follows:

3.10 Direct Salaries and Wages: All direct salaries and wages of the CONSULTANT and Subconsultants (as identified in paragraph 5.0 of the Agreement for Professional Services) for time expended by personnel in the performance of the work (exclusive of unit price based work performed by Class 2 Subconsultants); however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour work week. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour work week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.

- Straight Overtime: Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.

- Premium Overtime: Premium overtime costs shall be the portion of overtime compensation paid in excess of the straight time hourly rate and shall not be burdened with overhead and fringe benefits.

- Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the CONSULTANT'S overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all the CONSULTANT'S clients.

Premium Overtime is not authorized unless approved in writing by CFX'S DIRECTOR.

3.11 Indirect Charges: Administrative overhead and payroll burden costs not to exceed a combined maximum rate of 131.46% when applied to the CONSULTANT'S chargeable salaries and wages. Administrative overhead and payroll burden costs for Subconsultants shall be as established in Exhibit "C".

3.12 Expenses: A Lump Sum Amount shall be paid to the CONSULTANT and all subconsultants for miscellaneous and out-of-pocket expenses as established in Exhibit "C".

3.13 Class 2 Subconsultants: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.14 Field Survey by subconsultant: Compensation shall be based on a unit price basis not to exceed the limiting amount established herein. The unit prices acceptable for this agreement shall be at the unit prices established in Exhibit "C".

3.15 Fixed Fee: Fixed Fee is the operating margin paid to the CONSULTANT and the Subconsultants for the professional services described in this Agreement (exclusive of unit price based work performed by Class 2 Subconsultants). The fixed fee shall remain fixed regardless of the relation of the actual salary related costs to the estimated salary related costs and regardless of any extension of contract time granted pursuant to paragraph 4.0 of the Agreement for Professional Services. Salary related costs are defined as the sum of direct salaries and wages and the applicable administrative overhead and payroll burden costs.

4.00 METHOD OF PAYMENT:

No more than the Total Maximum Limiting Amount provided for in Section 2.00 shall be paid by CFX to the CONSULTANT as follows, subject to the provisions of Section 3.00:

4.10 The CONSULTANT shall be reimbursed monthly for authorized services performed. Payment to the CONSULTANT shall be in an amount to cover costs incurred during the preceding month for actual direct salary and wages, a provisional allowance for the administrative overhead and payroll burden, a portion of Lump Sum expenses and Subconsultant Costs, plus an allowance for Fixed Fee (Operating Margin), less retainage.

The basis for all CONSULTANT and Class 1 Subconsultant (as defined in Section 5.0 in the Agreement for Professional Services) invoices shall be the actual employee salary and wages at the time work was performed on the project by such employee. Staff classification maximum rates have been established in Exhibit "C" for the CONSULTANT and all Class 1 Subconsultants. It is understood that the staff classification maximum rates shall not be exceeded without prior written approval from CFX. It is further understood that the staff classification average rates used to generate the Total Maximum Limiting Amount in Exhibit "C" will not be revised throughout the term of the Agreement. All future Supplemental Agreements executed as part of this Agreement shall be based on the negotiated staff classification average rates detailed in Exhibit "C". Class 2 Subconsultants shall prepare their invoices in accordance with the provisions of Section 3.13.

4.11 The combined provisional allowance for administrative overhead and payroll burden, expressed as a percentage of salary related costs, for the CONSULTANT is 131.46 percent.

The provisional allowance for administrative overhead and fringe benefits established herein will be adjusted, as necessary, upon completion of an interim audit during the term of the project, or a post audit following project completion, subject to the following limitations:

- The combined allowance for administrative overhead and fringe benefits shall not exceed 131.46%; and

- Adjustments to the combined allowance for administrative overhead and fringe benefits shall not increase the compensation to the CONSULTANT beyond the Total Maximum Limiting Amount.

4.12 The Fixed Fee (Operating Margin) approved by CFX to be paid to the CONSULTANT for the services set forth in this Agreement is established as shown in Section 2.12 of this Exhibit "B".

The CONSULTANT shall earn monthly a portion of its approved fixed fee at 12.00 percent of actual approved salary related costs. Accumulated fixed fee earnings are subject to the aforementioned fixed fee amount. When project services have been satisfactorily completed, the difference between the approved and previously earned fixed fee shall be due and payable to the CONSULTANT and Subconsultants (exclusive of unit price based work performed by Class 2 Subconsultants).

4.13 The CONSULTANT shall earn a portion of its established Lump Sum expense cost in the amount equal to such Lump Sum equally distributed over the project's anticipated duration. Any balance due the CONSULTANT upon completion of a project shall be paid in the final invoice.

4.14 The CONSULTANT shall be compensated for Subconsultant Services in accordance with Section 3.00 of this Exhibit "B" for actual work performed.

4.15 Payments to the CONSULTANT shall be subject to retainage. Retainage shall be calculated as a percent of the sum of salary costs, administrative overhead and payroll burden, and operating margin. No retainage shall be withheld on expenses or Subconsultant Services.

CFX shall withhold from monthly payments a retainage of ten percent (10%) until fifty percent (50%) of the work is completed, and five percent (5%) thereafter until all work is completed. Retainage withheld at project completion shall be released to the CONSULTANT upon satisfactory completion of all services and acceptance of all deliverables by CFX.

4.16 The CONSULTANT shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by CFX. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Agreement. Invoices shall

include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.

4.17 The CONSULTANT shall promptly pay all subconsultants their proportionate share of payments received from CFX.

4.18 CFX 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 CFX. Any and all such payment previously withheld shall be released and paid to CONSULTANT promptly when the work is subsequently satisfactorily performed notwithstanding paragraph 4.0 of the Agreement for Professional Services.

5.00 PROJECT CLOSEOUT:

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

5.11 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the CONSULTANT, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the CONSULTANT shall either submit a termination invoice for an amount due or refund to CFX for the overpayment, provided the net difference is not zero.

EXHIBIT C

DETAILS OF COST AND FEES

Dewberry

SR 417 Widening - Econlockhatchee Trail to Orange/Seminole Co. Line
417-134
C #

Contract Summary Sheet

	Firm Name	Overhead	Fixed Fee	Total Multiplier for Class II Subs (Unit Price)
Class I	Dewberry	131.46%	12.00%	
Class II	Aerial	250.00%	8.1221%	3.78
Class I	Balmoral	159.94%	12.00%	
Class II	Tierra	164.75%	12.00%	2.97
Class I	Comprehensive	177.42%	11.4447%	

* **Class I will be billed using overhead and fixed fee.**
* **Class II subs will be billed at unit price for classification.**

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 417, Econlockhatchee Trail to Seminole County Line
County: Orange County
FPN: 417-134
FAP No.: N/A

Consultant Name: Dewberry
Consultant No.: enter consultants proj. number
Date: 6/7/2016
Estimator: Kevin Knudsen

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Engineer	Engineer Intern	Sr. Engr. Technician	Engr. Technician	Sr. Envir. Scientist	Envir. Specialist	Senior Surveyor	Surveyor	Survey Technician	Staff Classi- fication 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$87.70	$60.34	$41.73	$29.28	$35.98	$19.73	$38.00	$26.72	$67.21	$44.09	$26.06	$0.00			
3. Project General and Project Common Tasks	420	252	84	42	0	42	0	0	0	0	0	0	0	420	$30,433	$72.46
4. Roadway Analysis	3,322	498	1,330	664	166	498	166	0	0	0	0	0	0	3,322	$177,689	$53.49
5. Roadway Plans	1,432	143	358	358	72	358	143	0	0	0	0	0	0	1,432	$66,893	$46.71
6a. Drainage Analysis	1,140	114	456	342	0	228	0	0	0	0	0	0	0	1,140	$59,988	$52.62
6b. Drainage Plans	976	98	244	244	49	292	49	0	0	0	0	0	0	976	$46,407	$47.55
7. Utilities	42	25	17	0	0	0	0	0	0	0	0	0	0	42	$3,216	$76.63
8. Environmental Permits, Compliance & Clearances	214	21	21	43	0	0	0	86	43	0	0	0	0	214	$9,320	$43.55
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	323	16	129	81	16	65	16	0	0	0	0	0	0	323	$15,690	$48.58
10. Structures - Bridge Development Report	160	8	56	40	8	32	16	0	0	0	0	0	0	160	$7,451	$46.57
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	840	42	210	210	84	252	42	0	0	0	0	0	0	840	$37,473	$44.61
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	64	4	16	16	6	19	3	0	0	0	0	0	0	64	$2,902	$45.35
18. Structures - Miscellaneous	812	40	203	203	81	244	41	0	0	0	0	0	0	812	$36,188	$44.57
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	655	0	0	0	0	0	0	0	0	132	196	327	0	655	$26,035	$39.75
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	10,400	1,261	3,124	2,243	482	2,030	476	86	43	132	196	327	0	10,400		
Total Staff Cost		$110,589.70	$188,502.16	$93,600.39	$14,112.96	$73,039.40	$9,391.48	$3,268.00	$1,148.96	$8,871.72	$8,641.64	$8,521.62	$0.00		$519,688.03	$49.97

Check = $519,688.03

Survey Field Days by Subconsultant
4 - Person Crew:

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:			**$519,688.03**
OVERHEAD:	131.46%		$683,181.88
OPERATING MARGIN:	12%		$144,344.39
EXPENSES:			$25,300.00
Survey (Field - if by Prime)	118	4-man crew days @ $ 1,253.04 / day	$147,858.72
SUBTOTAL ESTIMATED FEE:			**$1,520,373.02**
Subconsultant: CES			$373,441.99
Subconsultant: Balmoral			$123,465.44
Subconsultant: Tierra			$189,290.64
Subconsultant: ACA			$141,665.85
Subconsultant: Sub 5			$0.00
SUBTOTAL SUBCONSULTANTS:			**$827,863.92**
Geotechnical Field and Lab Testing			$0.00
SUBTOTAL ESTIMATED FEE:			**$2,348,236.94**
Optional Services			$0.00
GRAND TOTAL ESTIMATED FEE:			**$2,348,236.94**

Project Staff Hour Summary

Name of Consultant: Dewberry

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Activity No.	Activity	Project Staff Hours													
		Dewberry	CES	Balmoral	Tierra	Sub 4	Sub 5	Sub 6	Sub 7	Sub 8	Sub 9	Sub 10	Sub 11	Sub 12	Total Hours
3	Project Common and General Tasks	420													420
4	Roadway Analysis	3322	140												3462
5	Roadway Plans	1432													1432
6a	Drainage Analysis	1140		40											1180
6b	Drainage Plans	976													976
7	Utilities	42	382												424
8	Env. Permits, Compliance & Clearances	214			45										259
9	Structures - Summary, Misc. Tasks, Dwgs.	323													323
10	BDR	160													160
11	Temporary Bridge	0													0
12	Short Span Concrete Bridge	0													0
13	Medium Span Concrete Bridge	0													0
14	Structural Steel Bridge	840													840
15	Segmental Concrete Bridge	0													0
16	Movable Span	0													0
17	Retaining Walls	64													64
18	Miscellaneous Structures	812													812
19	Signing & Pavement Marking Analysis	0	65	680											745
20	Signing & Pavement Marking Plans	0		389											389
21	Signalization Analysis	0													0
22	Signalization Plans	0													0
23	Lighting Analysis	0	934												934
24	Lighting Plans	0	342												342
25	Landscape Architecture Analysis	0													0
26	Landscape Architecture Plans	0													0
27	Survey - Field and Office Support	655													655
28	Photogrammetry	0													0
29	Mapping	0													0
30	Terrestrial Mobile LiDAR	0													0
31	Architecture Development	0													0
32	Noise Barriers Impact Design Assessment	0													0
33	ITS Analysis	0	433												433
34	ITS Plans	0	288												288
35	Geotechnical	0			811										811
	Project Total	**10,400**	**2,584**	**1,109**	**856**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**14,949**
27	Survey Field Crew Days	118													118

Notes: 1. Staff hours for prime consultant come directly from each discipline's worksheet.
2. Staff hours for subconsultants are to be entered manually into columns D through O.
3. For workbooks prepared by subconsultants, their project hours will be totaled in column C.

Project Activity 3: General Tasks

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	60	60	Exhibit Preparation
3.1.10	Public Meeting Attendance/Followup	LS	1	12	12	3 people @ 4 hrs/ea
3.1.11	Other Agency Meetings	LS	4	7	28	2 people (1 hr travel, 2 hr meeting ea) + 1 hr/mtg agenda & minutes
3.1.12	Web Site	LS	1	0	0	
	3.1 Public Involvement Subtotal				**100**	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	24	24	Review Spec Package preparred by Atkins
3.4	Contract Maintenance and EDMS	LS	1	40	40	16 hrs setup + 2/hrs/mo for 12 months
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	240	240	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	16	16	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
	3. Project Common and Project General Tasks Total				**420**	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LiDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	24	9	216	Bi-Weekly for 12 months (4 people @ 2hrs/ea) + 1 hr/mtg for agenda & mintes
Phase Reviews	EA	4	4	16	2 people @ 2 hrs/ea
Field Reviews	EA	2	4	8	2 people @ 4 hrs/ea
Total Project Manager Meetings		30		240	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. **If the hours per meeting vary in length (hours) enter the average in the hour/unit column.**
2. **Do not double count agency meetings between permitting agencies.**
3. **Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.**

Project Activity 4: Roadway Analysis

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	Included in Preliminary Design Review
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	50	50	SR 417 Widening, SR 417 M&R, University Blvd Ramp (20 hrs set-up + 10 hrs/typical)
4.4	Cross-Slope Correction	LS	1	60	60	Widening Transitions
4.5	Horizontal /Vertical Master Design Files	LS	1	996	996	SR 417 (1 mile @ 300 hrs/mi + 2 miles @ 240 hrs/mi) + Toll Plaza Cash Lanes (0.5 mi @ 200 hrs/mi) + Univ Blvd On-Ramp (0.5 ml @ 200 hrs/mi)+ 16 hrs for gen files
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	525	525	SR 417 (3 mi) + Ramps (0.5 mi) = 3.5 mi @ 150 hrs/mi)
4.10	Traffic Control Analysis	LS	1	360	360	Level 3 @ 3 miles, Analysis LS = 80 hrs, Cross Sections (Critical Locations) - SR 417 (1.5 mi x 3 phases x 40 hrs/phase) = 240 hrs, Univ Ramp (0.5 mi x 2 phases x 40 hrs/phase) = 40 hrs
4.11	Master TCP Design Files	LS	1	400	400	Level 3 @ 3 miles, SR 417 (40 hrs/mi x 3 phases x 3 miles) = 360 hrs, Univ Ramp (0.5 mi x 2 phases x 40 hrs/phase) = 40 hrs
4.12	Design Variations and Exceptions	LS	1	0	0	
4.13	Design Report	LS	1	52	52	Design Notebook
4.14	Quantities	LS	1	140	140	
4.15	Cost Estimate	LS	1	60	60	3 @ 20 hrs/ea
4.16	Technical Special Provisions	LS	1	0	0	
4.17	Other Roadway Analyses	LS	1	288	288	Preliminary Design Review (3 people x 3 weeks x 32 hrs/wk)
	Roadway Analysis Technical Subtotal				**2931**	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.18	Field Reviews	LS	1	0	0	
4.19	Monitor Existing Structures	LS	1	0	0	
4.20	Technical Meetings	LS	1	0	0	Meetings are listed below
4.21	Quality Assurance/Quality Control	LS	%	5%	147	
4.22	Independent Peer Review	LS	%	0%	0	
4.23	Supervision	LS	%	5%	147	
	Roadway Analysis Nontechnical Subtotal				**294**	
4.24	Coordination	LS	%	3%	97	
	4. Roadway Analysis Total				**3322**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0		0
Pavement	EA	1	0	0		0
Access Management	EA	0	0	0		0
15% Line and Grade	EA	1	0	0		0
Driveways	EA	0	0	0		0
Local Governments (cities, counties, MPO)	EA	0	0	0		0
Work Zone Traffic Control	EA	0	0	0		0
30/60/90/100% Comment Review Meetings	EA	3	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 4.17

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line

417-134

Representing		Print Name	Signature / Date
FDOT District			
Dewberry			

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	8	
5.2	Summary of Pay Items Including Quantity Input		Sheet	2	20	40	
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	7	9	63	SR 417 (3), Cash Lanes (1), Ramp (3)
5.3.2	Typical Section Details		EA	3	10	30	Cross Slope Correction/Mill & Resurface and shoulder treatment Details
5.4	General Notes/Pay Item Notes		Sheet	2	16	32	
5.5	Summary of Quantities Sheets		Sheet	25	5	125	FDOT Method
5.6	Project Layout		Sheet	1	8	8	
5.7	Plan/Profile Sheet		Sheet	0	0	0	
5.8	Profile Sheet		Sheet	34	4	136	SR 417 (24), Cash Lanes (4), University Ramp (4)
5.9	Plan Sheet		Sheet	28	4	112	SR 417 (24), University Ramp (2)
5.10	Special Profile		Sheet	0	0	0	
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	
5.12	Interchange Layout Sheet		Sheet	1	24	24	University Blvd
5.13	Ramp Terminal Details (Plan View)		Sheet	7	10	70	Cash Lanes (4), University Blvd (2), Aloma (1)
5.14	Intersection Layout Details		Sheet	0	0	0	
5.15	Special Details		EA	0	0	0	
5.16	Cross-Section Pattern Sheet(s)		Sheet	2	6	12	

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.17	Roadway Soil Survey Sheet(s)		Sheet	1	1	1	
5.18	Cross Sections		EA	205	0.25	51	SR 417 (3 mi) + University Blvd Ramp (0.5 mi) = 3.5 mi = 18,480 LF @ 100' spacing
5.19	Temporary Traffic Control Plan Sheets		Sheet	72	5	360	3 mi @ 50 Scale = 24 sheets x 3 Phases = 72 sheets
5.20	Temporary Traffic Control Cross Section Sheets		EA	96	0.25	24	3 mi @ 500' spacing = 32 sections x 3 phases = 96 sections
5.21	Temporary Traffic Control Detail Sheets		Sheet	12	6	72	General Notes, Quantities, Pfasing Typicals & Notes, Detour Sheets, Advanced Signing, etc.
5.22	Utility Adjustment Sheets		Sheet	30	3	90	
5.23	Selective Clearing and Grubbing Sheet(s)		Sheet	12	3	36	
5.24	Project Network Control Sheet(s)		Sheet	0	0	0	Not Required
5.25	Environmental Detail Sheets		Sheet	0	0	0	Not Required
5.26	Utility Verification Sheet(s) (SUE Data)		Sheet	2	4	8	
					Roadway Plans Technical Subtotal	**1302**	
5.27	Quality Assurance/Quality Control		LS	%	5%	65	
5.28	Supervision		LS	%	5%	65	
					5. Roadway Plans Total	**1432**	

Project Activity 6a: Drainage Analysis

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	9	12	108	9-Basins
6a.2	Base Clearance Report	Per Location	1	12	12	Aloma Auxiliary Lane (Turnpike)
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	9	8	72	
6a.5	Design of Ditches	Per Ditch Mile	7	15	105	3.5 miles (lt & rt)
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	6	40	240	Ponds 4,7,8,6E & 6U, Watermill
6a.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	1	40	40	Lake Telfer Floodplain
6a.9	Design of Storm Drains	EA	116	2	232	
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	80	80	
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	40	40	Toll Plaza Area
6a.16	Cost Estimate	LS	1	8	8	
6a.17	Technical Special Provisions	LS	1	0	0	
6a.18	Other Drainage Analysis	LS	1	0	0	
			Drainage Analysis Technical Subtotal		**937**	
6a.19	Field Reviews	LS	1	32	32	2 reviews x 2 people x 8 hrs
6a.20	Technical Meetings	LS	1	44	44	Meetings are listed below
6a.21	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.22	Quality Assurance/Quality Control	LS	%	5%	47	
6a.23	Independent Peer Review	LS	%	0%	0	
6a.24	Supervision	LS	%	5%	47	
			Drainage Analysis Nontechnical Subtotal		**170**	
6a.25	Coordination	LS	%	3%	33	
			6a. Drainage Analysis Total		**1140**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0		0
Pond Siting	EA	0	0	0		0
Agency	EA	2	8	16		0
Local Governments (cities, counties)	EA	0	0	0		0
FDOT Drainage (Mtg w/Atkins)	EA	1	4	4		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**20**		0
Progress Meetings (if required by FDOT)	EA	12	2	24	*PM attendance at Progress Meetings is manually entered on General Task 3*	- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	- -
Total Meetings				**44**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 6.19

Carries to Tab 3

6b. Drainage Plans

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	5	40	200	1" = 200'
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	
6b.3	Summary of Drainage Structures		Sheet	4	28	112	
6b.4	Optional Pipe/Culvert Material		Sheet	0	0	0	
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	116	2.5	290	
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	3	24	72	
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	6	32	192	
6b.10	Retention Pond Cross Sections		EA	48	0.3	14	8 per pond
6b.11	Erosion Control Plan Sheet(s)		Sheet	1	8	8	Notes only.
6b.12	SWPPP Sheet(s)		Sheet	0	0	0	Not Required
					Drainage Plans Technical Subtotal	**888**	
6b.13	Quality Assurance/Quality Control		LS	%	5%	44	
6b.14	Supervision		LS	%	5%	44	
					6. Drainage Plans Total	**976**	

Project Activity 7: Utilities

Estimator:

SR 417, Econlockhatchee Trail to Seminol

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	4	4	1 MTG X (2) ATTENDEES X 2 HR MTG
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	1		0	
7.3	Make Utility Contacts	LS	1		0	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	5	5	1 HR PRE-MTG PREP. + 2 hr DURATION x 2 ATTENDEES
7.6	Individual/Field Meetings	LS	1	8	8	2 HR MEETING DURATION x 1 ATTENDEES X 4 MEETINGS
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	5	5	1 HR PRE-MTG PREP. + 2 HR DURATION x 2 ATTENDEES
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	20	20	(1) HOURS X (1) UTILITY DOCUMENTS x 20 UAO's
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	

Project Activity 7: Utilities

7.16	Certification/Close-Out	LS	1	0	0	
7.17	Other Utilities	LS	1	0	0	
				7. Utilities Total	**42**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?
Kickoff (see 7.1)	EA	0	0	0	
Preliminary Meeting (see 7.5)	EA	0	0	0	
Individual UAO Meetings (see 7.6)	EA	0	0	0	
Field Meetings (see 7.6)	EA	0	0	0	
Design Meeting (see 7.9)	EA	0	0	0	
Other Meetings *(this is automatically added into Utilities Total (cell F27))*	EA	0	0	0	
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**

Project Activity 8: Environmental Permits

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	16	16	
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.2.4	Archeological Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	120	120	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Prepare Dredge and Fill Sketches (as needed)	LS	1	24	24	
8.6	Prepare USCG Permit Sketches	LS	1	0	0	
8.7	Prepare Water Management District Right-of-Way Occupancy Permit	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare Tree Permit Information	LS	1	0	0	
8.10	Mitigation Design	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.12	Other Environmental Permits	LS	1	0	0	
	Environmental Clearances/Reevaluations					
8.13	**Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Features	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat	LS	1	0	0	
8.13.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.13.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.14	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.15	Contamination Impact Analysis	LS	1	0	0	
8.16	Asbestos Survey	LS	1	0	0	
	Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal				**160**	
8.17	Technical Meetings	LS	1	32	32	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	8	
8.19	Supervision	LS	%	5%	8	
	Environmental Permits, Compliance and Clearances Nontechnical Subtotal				**48**	
8.20	Coordination	LS	%	3%	6	
	8. Environmental Permits, Compliance and Clearances Total				**214**	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
WMD	EA	1	8	8		0
NMFS	EA	0	0	0		0
USACE	EA	1	8	8		0
USCG	EA	0	0	0		0
USFWS	EA	0	0	0		0
FFWCC	EA	0	0	0		0
FDOT	EA	0	0	0		0
Other Meetings	EA	2	8	16		0
Subtotal Technical Meetings				32	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings				32	**Total Project Manager Meetings (carries to Tab 3)**	0

Carries to 8.16

Carries to Tab 3

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
	General Drawings						
9.1	Key Sheet and Index of Drawings	Sheet	1	8	1	8	
9.2	Project Layout	Sheet	0	0	0	0	
9.3	General Notes and Bid Item Notes	Sheet	2	16	2	32	
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	
9.5	Incorporate Report of Core Borings	Sheet	1	1	1	1	
9.6	Existing Bridge Plans	LS	1	4		4	
9.7	Assemble Plan Summary Boxes and Quantities	LS	1	16		16	
9.8	Cost Estimate	LS	1	8		8	
9.9	Technical Special Provisions	LS	1	0		0	
	Structures - Summary and Miscellaneous Tasks and Drawings Subtotal				4	69	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	1000	160	0	0	0	840	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
10-16	Bridge 4	0									
10-16	Bridge 5	0									
10-16	Bridge 6	0									

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	64								64	
18	Miscellaneous Structures	812									812
Structures Technical Subtotal		1876	160	0	0	0	840	0	0	64	812

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	1	0	0	
9.11	Technical Meetings	LS	1	12	12	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	5%	5%	97	This should be (5% to 10%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
9.13	Independent Peer Review	LS	1	0	0	
9.14	Supervision	LS	5%	5%	97	This should be (3% to 7%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
Structures Nontechnical Subtotal					206	
9.15	Coordination	LS	1	48	48	Miscellaneous Str. Coord. - retaining walls, signs, noise walls.
9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total					323	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	1	4	4		0
90/100% Comment Review	EA	1	4	4		0
Aesthetics Coordination	EA	1	4	4		0
Regulatory Agency	EA	0	0	0		0
Local Governments (cities, counties)	EA	0	0	0		0
Utility Companies	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				12		0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*	- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	- -
Total Meetings				12	**Total Project Manager Meetings (carries to Tab 3)**	0

Carries to 9.11 — Carries to Tab 3

Project Activity 10: BDR

Estimator:

Bridge Identifier (Number or Name):

SR 417, Econlockhatchee Trail to Seminole County Line

417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirement						
10.1	Bridge Geometry	LS	1	8		8	
10.2	Ship Impact Data Collection	LS	0	0		0	
10.3	Ship Impact Criteria	EA	0	0		0	
	Superstructure Alternatives						
10.4	Short Span Concrete Bridge	EA ALT	0	0		0	
10.5	Medium Span Concrete Bridge	EA ALT	0	0		0	
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	
10.7	Structural Steel Bridge	EA ALT	1	16		16	
	Foundation & Substructure Alternatives						
10.8	Pier/Bent	EA Type	1	4		4	Match Existing
10.9	Shallow Foundations / GRS Abutments	EA Type	0	0		0	
10.10	Deep Foundations	EA Foundation Evaluated	2	4		8	Steel and concrete piles
	Movable Span						
10.11	Data Collection and Design Criteria	LS	1	0		0	
10.12	Movable Span Geometrics and Clearances	LS	1	0		0	
10.13	Deck System Evaluation	LS	1	0		0	
10.14	Framing Plan Development	LS	1	0		0	
10.15	Main Girder Preliminary Design	LS	1	0		0	
10.16	Conceptual Span Balance/Counterweight	LS	1	0		0	

Project Activity 10: BDR

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
10.17	Support System Development	LS	1	0		0	
10.18	Drive Power Calculations	LS	1	0		0	
10.19	Drive System Development	LS	1	0		0	
10.20	Power and Control Development	LS	1	0		0	
10.21	Conceptual Pier Design	LS	1	0		0	
10.22	Foundation Analysis (FL PIER)	LS	1	0		0	
10.23	Tender Visibility Study	LS	1	0		0	
	Other BDR Issues						
10.24	Aesthetics	LS	1	2		2	
10.25	TCP/Staged Construction Requirements	LS	1	16		16	
10.26	Constructibility Requirements	LS	1	0		0	
10.27	Load Rating for damaged/widened structures	EA Unit	1	0		0	We will do the load rating with final design
10.28	Quantity and Cost Estimates	EA ALT	2	8		16	
10.29	Quantity and Cost Estimates - Movable Span	LS	1	0		0	
10.30	Wall Type Justification	LS	1	2		2	Match Existing
	Report Preparation						
10.31	Exhibits	EA SHEET	4	16		64	Plan and Elevation, Typ Section, End Bents/ Wall modifications and phasing plan
10.32	Exhibits - Movable Span	EA SHEET	0	0		0	
10.33	Report Preparation	LS	1	24		24	
10.34	Report Preparation - Movable Span	LS	1	0		0	
10.35	BDR Submittal Package	LS	1	0		0	
	10. Structures - Bridge Development Report Total					**160**	
	When ONLY 30% plans are final deliverable, use Task Nos. as shown for applicable bridge types for project Activities 12 thru 16. Staffhours to be negotiated and scaled appropriately.						

Project Activity 14: Structures -Structural Steel

Estimator:

Bridge Identifier (Number or Name):

SR 417, Econlockhatchee Trail to Seminole County Line

417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
14.1	Overall Bridge Final Geometry	LS	1	8		8	
14.2	Expansion/Contraction Analysis	EA Unit	1	8		8	
14.3	General Plan and Elevation	Sheet	1	32	1	32	Update preliminary plan
14.4	Construction Staging	Sheet	0	0	0	0	
14.5	Approach Slab Plan and Details	Sheet	1	32	1	32	
14.6	Miscellaneous Details	Sheet	1	8	1	8	slope protection details
	End Bent Design and Plans						
14.7	End Bent Geometry	EA Bent	2	8		16	
14.8	Wingwall Design and Geometry	EA Bent	2	8		16	
14.9	End Bent Structural Design	EA Design	1	24		24	
14.10	End Bent Plan and Elevation	Sheet	2	20	2	40	
14.11	End Bent Details	Sheet	2	18	2	36	
	Intermediate Bent Design and Plans						
14.12	Bent Geometry	EA bent	0	0		0	
14.13	Bent Stability Analysis	EA design	0	0		0	
14.14	Bent Structural Design	EA design	0	0		0	
14.15	Bent Plan and Elevation	Sheet	0	0	0	0	
14.16	Bent Details	Sheet	0	0	0	0	
	Pier Design and Plans						
14.17	Pier Geometry	EA pier	0	0		0	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.18	Pier Stability Analysis	EA design	0	0		0	
14.19	Pier Structural Design	EA design	0	0		0	
14.20	Pier Plan and Elevation	Sheet	0	0	0	0	
14.21	Pier Details	Sheet	0	0	0	0	
	Miscellaneous Substructure Design and Plans						
14.22	Foundation Layout	Sheet	1	16	1	16	
	Superstructure Deck Design and Plans						
14.23	Finish Grade Elevation (FGE) Calculation	LS	1	24		24	
14.24	Finish Grade Elevations	Sheet	2	16	2	32	
14.25	Bridge Deck Design	EA section	1	24		24	
14.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	8		8	
14.27	Superstructure Plan	Sheet	1	24	1	24	
14.28	Superstructure Section	Sheet	1	24	1	24	
14.29	Miscellaneous Bridge Deck Details	Sheet	1	24	1	24	Phasing
	Reinforcing Bar Lists						
14.30	Preparation of Reinforcing Bar List	Sheet	1	12	1	12	
	Structural Steel Plate Girder Design						
14.31	Unit Modeling	EA Unit	1	40		40	
14.32	Section Design	EA Unit	1	16		16	
14.33	Stiffener Design and Locations	EA Unit	1	16		16	
14.34	Cross-Frame Design	EA Unit	1	8		8	
14.35	Connections	EA Unit	1	24		24	
14.36	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	1	16		16	
14.37	Splice Design	EA Unit	1	24		24	
14.38	Shear Stud Connectors	EA Unit	1	12		12	
14.39	Deflection Analysis	EA Unit	1	16		16	
14.40	Framing Plan	Sheet	1	16	1	16	

Project Activity 14: Structures -Structural Steel

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
14.41	Girder Elevation	Sheet	1	16	1	16	
14.42	Structural Steel Details	Sheet	3	28	3	84	
14.43	Splice Details	Sheet	1	16	1	16	
14.44	Girder Deflections and Camber	Sheet	1	16	1	16	
	Structural Steel Box Girder Design						
14.45	Unit Modeling	EA Unit	0	0		0	
14.46	Section Design	EA Unit	0	0		0	
14.47	Stiffener Design and Locations	EA Unit	0	0		0	
14.48	Interior Cross-Frame Design	EA Unit	0	0		0	
14.49	Exterior Cross-Frame Design	EA Unit	0	0		0	
14.50	Connections	EA Unit	0	0		0	
14.51	Bearing Assembly Design and Detailing (with Jacking Analysis)	EA Unit	0	0		0	
14.52	Splice Design	EA Unit	0	0		0	
14.53	Shear Stud Connectors	EA Unit	0	0		0	
14.54	Deflection Analysis	EA Unit	0	0		0	
14.55	Framing Plan	Sheet	0	0	0	0	
14.56	Girder Elevation	Sheet	0	0	0	0	
14.57	Structural Steel Details	Sheet	0	0	0	0	
14.58	Splice Details	Sheet	0	0	0	0	
14.59	Girder Deflections and Camber	Sheet	0	0	0	0	
	Erection Scheme						
14.60	Erection scheme analysis	EA Critical Stage	2	24		48	
14.61	Erection scheme	Sheet	1	24	1	24	
	Load Rating						
14.62	Load Rating	EA Unit	1	40		40	
	14. Structures - Structural Steel Bridge Total				**22**	**840**	

Project Activity 17: Retaining Walls

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements						
17.1	Key Sheet	Sheet	0	0	0	0	
17.2	Horizontal Wall Geometry	Per Wall	1	6		6	
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall	1	6		6	
17.4	Semi-Standard Drawings	Sheet	1	4	1	4	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	2	16	2	32	
17.6	Details	Sheet	1	16	1	16	
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	

Project Activity 17: Retaining Walls

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Other Retaining Walls and Bulkheads						
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	0	0	0	0	
	17. Structures - Retaining Walls Total				4	64	

Project Activity 18: Miscellaneous Structures

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Concrete Box Culvert						
18.1	Concrete Box Culverts	EA	0	0		0	
18.2	Concrete Box Culverts Extensions	EA Extension	0	0		0	
18.3	Concrete Box Culvert Data Table Plan Sheets	Sheet	0	0	0	0	
18.4	Concrete Box Culvert Special Details Plan Sheets	Sheet	0	0	0	0	
	Strain Poles						
18.5	Steel Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.6	Concrete Strain Poles	Initial Config	0	0		0	
		EA Add'l Config	0	0		0	
18.7	Strain Pole Data Table Plan Sheets	Sheet	0	0	0	0	
18.8	Strain Pole Special Details Plan Sheets	Sheet	0	0	0	0	
	Mast Arms						
18.9	Mast Arms	EA Design	0	0		0	
18.10	Mast Arms Data Table Plan Sheets	Sheet	0	0	0	0	
18.11	Mast Arm Special Details Plan Sheets	Sheet	0	0	0	0	
	Overhead/Cantilever Sign Structures						
18.12	Cantilever Sign Structures	EA Design	8	16		128	
18.13	Overhead Span Sign Structures	EA Design	7	16		112	
18.14	Special (Long Span) Overhead Span Sign Structures	EA Design	0	0		0	
18.15	Monotube Overhead Sign Structure	EA Design	0	0		0	
18.16	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0		0	
18.17	Overhead and Cantilever Sign Structures Data Table Plan Sheets	Sheet	3	8	3	24	
18.18	Overhead and Cantilever Sign Structures Special Details Plan Sheets	Sheet	1	16	1	16	Special Foundation Details. Steep Slope.
	High Mast Lighting						
18.19	Non-Standard High Mast Lighting Structures	EA Design	0	0		0	
18.20	High Mast Lighting Special Details Plan Sheets	Sheet	0	0	0	0	
	Noise Barrier Walls (Ground Mount)						
18.21	Horizontal Wall Geometry	EA Wall	2	8		16	
18.22	Vertical Wall Geometry	EA Wall	2	16		32	
18.23	Summary of Quantities - Aesthetic Requirements	Sheet	2	12	2	24	
18.24	Control Drawings	Sheet	4	18	4	72	
18.25	Design of Noise Barrier Walls Covered by Standards	EA Design	2	12		24	
18.26	Design of Noise Barrier Walls Not Covered by Standards	EA Design	0	0		0	
18.27	Aesthetic Details	LS	1	4		4	
	Special Structures						

Project Activity 18: Miscellaneous Structures

18.28	Fender System	LS	1	0		0	
18.29	Fender System Access	LS	1	0		0	
18.30	Special Structures	LS	1	0		0	
18.31	Other Structures	LS	1	360		360	Toll Plaza Revisions
	18. Structures - Miscellaneous Total				10	812	

27. Survey

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Dewberry		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.1	Horizontal Project Control (HPC)									Establish horizontal control as needed for tasks below, datum to match that used for previous Survey by Turnpike Authority.
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	3.05	1.75	5.34		0.00	4.00	21.35	
27.2	Vertical PC / Bench Line									Establish vertical control as needed for tasks below, set project benchmarks at 1000'± intervals along project corridor. Datum to match that used for previous Survey by Turnpike Authority. Add Benchmark information to PNC sheets.
	2-Lane Roadway	Mile			0.00		0.00		0.00	
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile	3.05	1.75	5.34		0.00	5.00	26.69	
27.3	Alignment and Existing R/W Lines									Re-trace alignment from the first PT south of Econ Trail to the first PC north of Aloma Avenue. Compuute existing R/W lines through project corridor.
		Mile	4.50	2.00	9.00	1.00	9.00	6.00	54.00	
27.4	Aerial Targets			Units/Day						Locate (XYZ) targets set by ACA
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA	72.00	12.00	6.00		0.00	5.00	30.00	
27.5	Reference Points	"A"		Units/Day						Stake and reference alignment through project corridor. Prepare PNC sheets with reference point details for EOR use in construction plans prep.
	2-Lane Roadway	EA			0.00		0.00		0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA	18.00	2.00	9.00	1.00	9.00	10.00	90.00	
	Reference Points	"B"		Units/Day						

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
	Non Alignment Points/Approximate	EA			0.00		0.00		0.00	
27.6	Topography/DTM (3D)									Topo / DTM Survey of project corridor, lateral limits from outside edge of shoulder to 25' past R/W and within median. Prepare TIN, TOPORD.DGN, DREXRD.DGN and UTEXRD.DGN files - ACA to merge with their files.
		Mile	3.05	5.00	15.25		0.00	6.00	91.50	
27.7	Planimetric (2D)									Included in 27.6
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									Check cross sections at 500' intervals through project corridor.
		EA	33.00	0.1667	5.50		0.00	4.00	22.00	
27.9	Side Street Surveys									Topo / DTM Survey of obscure areas on side streets, add information to TIN, TOPORD.DGN, DREXRD.DGN and UTEXRD.DGN files.
		Mile	0.50	4.00	2.00		0.00	6.00	12.00	
27.10	Underground Utilities									Designate: estimated 2 utilities through project corridor (6.1 miles); 5 utilities crossing at Trevarthon and Econlockhatchee (2.8 miles); 6 utilities crossing at University (2.2 miles); 3 utilities crossing at Watermill and toll plaza (0.4 miles). 40 VVH's at potential conflicts, locations to be provided by EOR. Locate same and add information to UTEXRD.DGN file
	Designates	Mile/Site	11.50	1.00	11.50		0.00	3.00	34.50	
	Locates	Point	40	0.125	5.00		0.00	4.00	20.00	
	Survey		35%	16.50	5.78		0.00	5.00	28.88	
27.11	Outfall Survey									Included in 27.6 if needed
		Mile			0.00		0.00		0.00	
27.12	Drainage Survey			Units/Day						Detail an estimated 60 existing drainage structures. Add information to DREXRD.DGN file.
		EA	60.00	12.00	5.00		0.00	4.00	20.00	
27.13	Bridge Survey									Detail bridges over University
	Minor / Major	EA	2.00	1.00	2.00		0.00	6.00	12.00	
27.14	Channel Survey									Included in 27.6 if needed
		EA			0.00		0.00		0.00	
27.15	Pond Site Survey									TOPO/DTM Survey 8 existing ponds within the R/W to waters edge (bottom of wet ponds not to be surveyed). Add information to TIN, TOPORD.DGN, DREXRD.DGN and UTEXRD.DGN files
		EA	8.00	1.00	8.00		0.00	6.00	48.00	
27.16	Mitigation Survey									Not Included
		Mile			0.00		0.00		0.00	
27.17	Jurisdiction Line Survey									Locate up to one mile of wetland lines to be flagged by others.
		Mile	1.00	2.00	2.00		0.00	6.00	12.00	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.18	Geotechnical Support			Units/Day						
		EA	30	8	3.75		0.00	4.00	15.00	Stake or locate 30 borings for walls and bridges.
27.19	Sectional / Grant Survey									
		Corner			0.00		0.00		0.00	Not Included
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	Not Included
27.21	Maintained R/W									
		Mile			0.00		0.00		0.00	Not Included
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	Not Included
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	Not Included
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	Not Included
		Mile			0.00		0.00		0.00	
27.25	R/W Monumentation									
		Point			0.00		0.00		0.00	Not Included
27.26	Line Cutting									
		Mile			0.00					Included in other tasks if required
27.27	Work Zone Safety									
			100	0.125	12.50					One hour per day
27.28	Miscellaneous Surveys									
					0.00		0.00		0.00	
Survey Subtotal				**Crew Days**	**113**	**Field Support Hours**	**18**	**Office Support Hours**	**538**	
27.29	Supplemental Surveys									THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
			4.5%	113	5		1		27	
27.30	Document Research	Units								
									0	

27. Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.31	Field Reviews	Units								
									0	
27.32	Technical Meetings	LS								
			0.00						0	
27.33	Quality Assurance / Quality Control	LS								
								5%	27	
27.34	Supervision	LS								
								5%	28	
27.35	Coordination	LS								
								3%	16	
		27. Survey Total		Crew Days	118	Field Support Hours	19	Office Support Hours	636	

SPLS =
PLS =
Office Support =
Total Hours = 655

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	0	0	0		0
Baseline Approval Review	EA	0	0	0		0
Network Control Review	EA	0	0	0		0
Vertical Control Review	EA	0	0	0		0
Local Governments (cities, counties)	EA	0	0	0		0
Final Submittal Review	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**0**	**Subtotal PM Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	**	--
Phase Review Meetings	EA	0	0	0	**	--
Total Meetings				**0**	**Total PM Mtgs (carries to Tab 3)**	**0**

Carries to 27.32 | Carries to Tab 3

**** Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3**

MISCELLANEOUS & DIRECT EXPENSES

Central Florida Expressway Authority — Consultant: Dewberry

Name of Job: SR 417 - Econ Trail to Orange/Seminole County Line - 417-134

Aerial Photography: Right-of-Way Maps	Sheets	Cost	Amount					
Drafting Medium (Mylar):	0	$0.00	$0				$0.00	$0.00
	BlueLine	Vellum	11X17	8.5X11				
30% Plans			6000	1000	Sheets			
60% Plans			12000	8000	Sheets			
90% Plans			15000	10000	Sheets			
100% Plans			15000	6000	Sheets			
Final Plans			3000	5000	Sheets			
Misc. Prints			18000	10000	Sheets			
Total	0	0	69000	40000	Sheets			
Costs:	Blue Line		0	Sheets @	0.60		$0.00	
	Vellum		0	Sheets @	3.60		$0.00	
	Photocopy - 11X17		69000	Sheets @	0.30		$20,700.00	
	Photocopy - 8.5X11		40000	Sheets @	0.10		$4,000.00	$24,700.00
Travel From:	[Consultant Office Location]							
To Project:	Trips							
(Overnight)		x		people x		days @$50	$0.00	
(Per Diem)		x		people x		days @$6	$0.00	
Transport. - (Comm.)		x		people x	0.00	per trip	$0.00	
- (POV)	0	x	0	miles x	0.29	per mile	$0.00	
- (Rental)	0	x	0	(days x $	0.00	Day Rate)		
		+	0	(miles x $	0.00	Mi. Rate)	$0.00	
To District:	Trips							
(Per Diem)	0	x	0	people x	0.00	days @$6	$0.00	
Transport. - (Comm.)	0	x	0	people x	0.00	per trip	$0.00	
- (POV)	0	x	0	miles x	0.29	per mile	$0.00	
- (Rental)	0	x	0	(days x $	0.00	Day Rate)		
			0	(miles x $	0.00	Mi. Rate)	$0.00	
								$0.00
Shipping & Telephone	12	months @ $	$50.00	/Month)				$600.00
TOTAL EXPENSES							LUMP SUM	$25,300.00

Kevin Knudsen — 04/25/16

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 417, Econlockhatchee Trail to Seminole County Line
County: Orange
CFX Contract Number 417-134

Consultant Name: Comprehensive Engineering Services, Inc.
Consultant No.: TBD
Date: 6/7/2016
Estimator: C. Simoneaux

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	Admin Assistant	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$90.55	$62.50	$38.31	$24.70	$38.05	$25.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	140	14	28	35	28	35	0	0	0	0	0	0	0	140	$6,382	$45.59
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	382	38	76	96	76	96	0	0	0	0	0	0	0	382	$17,399	$45.55
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	65	7	13	16	13	16	0	0	0	0	0	0	0	65	$2,989	$45.99
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	934	93	187	234	187	233	0	0	0	0	0	0	0	934	$42,558	$45.57
24. Lighting Plans	342	34	68	86	68	86	0	0	0	0	0	0	0	342	$15,575	$45.54
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	433	43	87	108	87	108	0	0	0	0	0	0	0	433	$19,727	$45.56
34. Intelligent Transportation Systems Plans	288	29	58	72	58	71	0	0	0	0	0	0	0	288	$13,143	$45.64
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	2,584	258	517	647	517	645	0	0	0	0	0	0	0	2,584		
Total Staff Cost		$23,361.90	$32,312.50	$24,786.57	$12,769.90	$24,542.25	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$117,773.12	$45.58
														Check =	$117,773.12	

SALARY RELATED COSTS:		$ 117,773.12
OVERHEAD:	177.42%	$ 208,953.07
OPERATING MARGIN:	11.4447%	$ 37,392.83
EXPENSES:		$ 9,322.97
SUBTOTAL ESTIMATED FEE:		**$ 373,441.99**
SUBTOTAL ESTIMATED FEE:		**$ 373,441.99**
Optional Services		$ -
GRAND TOTAL ESTIMATED FEE:		**$ 373,441.99**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

EXPENSES

Prepared by: **Comprehensive Engineering Services, Inc.**
Project Identification No.: **417-134**
Project Description: **SR 417 - Econ Trail to Seminole County Line**

REPRODUCTION	8½"x11" COLOR	8½"x11" XEROX	8½"x14" XEROX	11" X 17" COLOR	11" X 17" XEROX	11" X 17" Laminate	Drill & Post Binding	24" X 36" Bond Paper Plots	24" X 36" Mylar Plots
Printing	665	4814		4120	23165				
Lanminated Covers & Backs						156			
30%, 60% & Final Submittals							156		
Signed & Sealed Originals								0	0
SUBTOTAL	665	4814	0	4120	23165	156	156	0	0
UNIT COST	$0.60	$0.04	$0.06	$1.10	$0.070	$1.70	$2.25	$0.60	$8.40
TOTALS COST	$399.00	$192.56	$0.00	$4,532.00	$1,621.55	$265.20	$351.00	$0.00	$0.00
							Sub Total	$7,361.31	

TRAVEL EXPENSES								
TRAVEL (From Orlando Office)				Round Trip				
To Project :	12	Trips @	35	Miles @	$0.445	Per Mile =	$186.90	
Tolls:	12	Trips @	$4.00	/round trip		=	$48.00	
Meals	0	Trips with	$0.00	per diem x	0	People =	$0.00	
TRAVEL (From Orlando Office)								
To CFX Office:	10	Trips @	8.8	Miles @	$0.445	Per Mile =	$39.16	
Tolls:	10	Trips @	$2.00	/round trip		=	$20.00	
TRAVEL (From Orlando Office)								
	0	Trips @		Miles @	$0.445	Per Mile =	$0.00	
TRAVEL (From Orlando Office)								
To Other Office:	0	Trips @		Miles @	$0.445	Per Mile =	$0.00	
							Sub Total	$294.06

SHIPPING	12	Months @	$126.70	Per Month		=	$1,520.40	
SHIPPING (Regular Mail)	10	Letters/Mo	@	$0.47	/letter	=	$4.70	
SHIPPING (FEDEX)	2	Overnight Letters @		$12.25	/letter	=	$24.50	
(Includes Utilities Submittals)	6	Overnight Boxes @		$16.25	/Box	=	$97.50	
					Monthly Total =		$126.70	
COURIER SHIPPING	0	Trips @	$32.85	per Trip		=	$0.00	Final & Final Mylar Plots
PUBLIC MEETINGs						=	$0.00	

Public Meeting No. 1
2' x 10' Project Board - 20sf =
3 - 3' x 2' Exhibits Boards - 18 sf =
(Tyipcal Section, Sample Landscaping layout, Landscaping Typical)
Handouts (10 color sheets - 30 sets) =

Public Meeting No. 2
2' x 10' Project Board - 20sf =
3 - 3' x 2' Exhibits Boards - 18 sf =
(Tyipcal Section, Sample Landscaping layout, Landscaping Typical)
Handouts (10 color sheets - 30 sets) =

MISCELLANEOUS					
					$147.20
CD Rcordable Disks	=				
Comp Book Covers	=				
Report Binding	=	$147.20	32 @ $4.60		
	=				
		$147.20			
				Sub Total	$1,667.60

TOTAL EXPENSES	$9,322.97

Project Activity 4: Roadway Analysis

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Comprehensive Engineering Services		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	
4.2	Pavement Type Selection Report	LS	1	0	0	
4.3	Pavement Design Package	LS	1	0	0	
4.4	Cross-Slope Correction	LS	1	0	0	
4.5	Horizontal /Vertical Master Design Files	LS	1	0	0	
4.6	Access Management	LS	1	0	0	
4.7	Roundabout Evaluation	LS	1	0	0	
4.8	Roundabout Final Design Analysis	LS	1	0	0	
4.9	Cross Section Design Files	LS	1	0	0	
4.10	Traffic Control Analysis	LS	1	0	0	
4.11	Master TCP Design Files	LS	1	0	0	
4.12	Design Variations and Exceptions	LS	1	0	0	
4.13	Design Report	LS	1	140	140	Traffic data reduction, field reviews, traffic projection & operational review, modeling, crash review, meetings, traffic analysis documentation
4.14	Quantities	LS	1	0	0	
4.15	Cost Estimate	LS	1	0	0	
4.16	Technical Special Provisions	LS	1	0	0	
4.17	Other Roadway Analyses	LS	1	0	0	
Roadway Analysis Technical Subtotal					**140**	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.18	Field Reviews	LS	1	0	0	
4.19	Monitor Existing Structures	LS	1	0	0	
4.20	Technical Meetings	LS	1	0	0	Meetings are listed below
4.21	Quality Assurance/Quality Control	LS	%	0%	0	
4.22	Independent Peer Review	LS	%	0%	0	
4.23	Supervision	LS	%	0%	0	
				Roadway Analysis Nontechnical Subtotal	**0**	
4.24	Coordination	LS	%	0%	0	
				4. Roadway Analysis Total	**140**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0		0
Pavement	EA	0	0	0		0
Access Management	EA	0	0	0		0
15% Line and Grade	EA	0	0	0		0
Driveways	EA	0	0	0		0
Local Governments (cities, counties, MPO)	EA	0	0	0		0
Work Zone Traffic Control	EA	0	0	0		0
30/60/90/100% Comment Review Meetings	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*	- -
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	- -
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 4.17

Carries to Tab 3

Project Activity 7: Utilities

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Comprehensive Engineering Services		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	4	4	2 people x 2 hours
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	1	10	10	0.5 hr x 20 utilities (Bright House, City of Orlando - wastewater, City of Winter Park, Duke Energy Distribution, Duke Energy Transmission, FPI Fibernet, Level 3, Lovelace Gas Service, Verizon Business fks MCI, Orange County Utilities Wastewater, Orange County Public Works, Central Florida Expressway Authority, Orange County Utilities, Orlando Telephone Company, TECO Gas, Centurylink fka Qwest, AT&T Florida, Seminole County, Comcast Cablevision, CenturyLink
7.3	Make Utility Contacts	LS	1	40	40	2 hr x 20 utilities
7.4	Exception Processing	LS	1	0	0	not anticipated
7.5	Preliminary Utility Meeting	LS	1	8	8	phase I meeting include prep & documentation
7.6	Individual/Field Meetings	LS	1	32	32	2 people x 4 hours for 4 meetings
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	20	20	1 hr x 20 utilities
7.8	Subordination of Easements Coordination	LS	1	0	0	not anticipated
7.9	Utility Design Meeting	LS	1	8	8	Phase II meeting includes prep and documentation
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	80	80	2 hrs x 2 docs x 20 utilities
7.11	Utility Coordination/Followup	LS	1	60	60	20 utilities x 2 follow up x 1.5 complexity
7.12	Utility Constructability Review	LS	1	60	60	20 utilities x 2 follow up x 1.5 complexity
7.13	Additional Utility Services	LS	1	0	0	not anticipated
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	not anticipated
7.15	Contract Plans to UAO(s)	LS	1	20	20	1 hr x 20 utilities
7.16	Certification/Close-Out	LS	1	40	40	2 hr x 20 utilities
7.17	Other Utilities	LS	1	0	0	
				7. Utilities Total	**382**	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Comprehensive Engineering Services		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	0	0	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	
19.5	Sign Panel Design Analysis	EA	1	0	0	
19.6	Sign Lighting/Electrical Calculations	EA	1	57	57	11 cantilevers, 8 span truss structures, and 2 bridge mounted signs. Total of 38 sign panels to be lighted, including 18 existing sign panels anticipated to be upgraded to LED. 38 signs * 1.5 hours per sign = 76 hours.
19.7	Quantities	LS	1	0	0	
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					**57**	
19.11	Field Reviews	LS	1	0	0	
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	3	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	3	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**6**	
19.16	Coordination	LS	%	3%	2	
19. Signing and Pavement Marking Analysis Total					**65**	

Project Activity 23: Lighting Analysis

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Comprehensive Engineering Services		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	0	0	0	N/A
23.2	Lighting Design Analysis Report	LS	1	120	120	Full photometric calculation color sheets of corridor (mainline, ramps, and underdeck), evaluate areas without outside widening where existing light poles may be salvaged, veiling luminance calculations for each typical section, sign lighting calculations, and design fixture correspondence for CFX preference, includes relamping University Interchange with LED
23.3	Aeronautical Evaluation	LS	1	40	40	FAA filing required based on notice criteria tool - online approval process where information for each light pole is input for determination (latitude, longitude, ground elevation, pole height, and traverseway)
23.4	Voltage Drop Calculations	LS	1	48	48	Estimate 4 load centers and 9 circuits average per load center (alternating circuits)
23.5	FDEP Coordination and Report	LS	0	0	0	N/A
23.6	Reference and Master Design Files	LS	1	459	459	Project lengths: SR 417 mainline 3 miles, toll plaza 1.1 miles, University ramps 0.5 miles. Middle range (limited access with interchange spacing greater than two miles), 45 hours setup + (4.6 miles mainline/toll plaza/ramps) * 90 hours per mile = 459 hours (Toll plaza area redo with LED assumed & relamp University Interchange)
23.7	Temporary Lighting	LS	1	8	8	Notes only with spacing ranges based on temporary lighting fixture
23.8	Design Documentation	LS	1	16	16	Included with each submittal
23.9	Quantities	LS	1	70	70	35 plan sheets @ 2 hour per sheet
23.10	Cost Estimate	LS	1	16	16	3 estimates - initial, phase III, and final
23.11	Technical Special Provisions	LS	0	0	0	Not anticipated
23.12	Other Lighting Analysis	LS	0	0	0	Not anticipated
	Lighting Analysis Technical Subtotal				**777**	
23.13	Field Reviews	LS	1	24	24	3 field reviews, 2 people @ 4 hours
23.14	Technical Meetings	LS	1	28	28	See listed meetings for breakdown
23.15	Quality Assurance/Quality Control	LS	%	5%	39	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	5%	39	
	Lighting Analysis Nontechnical Subtotal				**130**	
23.18	Coordination	LS	%	3%	27	

Project Activity 23: Lighting Analysis

23. Lighting Analysis Total	934	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
FDOT Lighting Design	EA	0	0	0		0
FDOT Traffic Design	EA	0	0	0		0
Power Company (service point coordination)	EA	1	6	6		0
Maintaining Agency (cities, counties)	EA	1	6	6		0
Airport authority	EA	0	0	0		0
FDEP Lighting (coast areas)	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				12	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	4	2	8	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings	EA	2	4	8	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings				28	**Total Project Manager Meetings (carries to Tab 3)**	0

Carries to 23.14

Carries to Tab 3

24. Lighting Plans

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Comprehensive Engineering Services		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	4	1	4	
24.2	Summary of Pay Items Including Designer Interface (TRNS•Port) Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	5	7.2	5	36	4 sheets for 35 plan sheets and 3 underdeck sheets
24.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	
24.5	Pole Data, Legend and Criteria		Sheet	6	16	6	96	Legend/criteria sheet and 4 pole data sheets (3 conventional lighting, 1 underdeck lighting)
24.6	Service Point Details		Sheet	4	12	4	48	4 load centers
24.7	Project Layout		Sheet	1	4	1	4	
24.8	Plan Sheet	1" = 50'	Sheet	35	2	35	70	700' per panel for 24,288' of lighting + tie in to existing lighting to remain
24.9	Special Details		Sheet	3	12	3	36	Under deck at 3 crossings
24.10	Temporary Lighting Data and Details		Sheet	1	8	1	8	Notes only with spacing ranges based on temporary lighting fixture
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	
24.12	Interim Standards		LS	0	0		0	
					Lighting Plans Technical Subtotal	**57**	**310**	
24.13	Quality Assurance/Quality Control		LS	%	5%		16	
24.14	Supervision		LS	%	5%		16	
					24. Lighting Plans Total	**57**	**342**	

33. ITS Analysis

Estimator: RLS

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Comprehensive Engineering Services		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.1	ITS Analysis	LS	1	16	16	
33.2	Communications Plan Analysis	LS	1	24	24	
33.3	Lightning Protection Analysis	Per Site	0	0	0	N/A
33.4	Power Subsystem	LS	1	100	100	
33.5	Voltage Drop Calculations	LS	1	16	16	4 power service circuits
33.6	Design Documentation	LS	1	20	20	
33.7	Existing ITS System	LS	1	16	16	
33.8	Queue Analysis	PI	0	0	0	N/A
33.9	Reference and Master ITS Design File	PI	0	0	0	N/A
33.10	Reference and Master Communications Design File	PI	1	58	58	20 hrs/mile, SR 417 from Econlockhatchee Trail to Orange/Seminole County line - 2.9 miles
33.11	Pole Elevation Analysis	LS	1	7	7	6 CCTV locations
33.12	Sign Panel Design Analysis	LS	0	0	0	N/A
33.13	Quantities	Sheet	29	3	87	23 plan sheets, 6 MOT sheets
33.14	Cost Estimate	LS	1	8	8	Phase II, Phase III, Phase IV, Pre-Bid
33.15	Technical Special Provisions	LS	0	0	0	N/A
33.16	Other ITS Analyses	LS	1	0	0	
Intelligent Transportation Systems Analysis Technical Subtotal					**352**	

33. ITS Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
33.17	Field Reviews	LS	1	16	16	2 reviews, 2 people, 4 hours
33.18	Technical Meetings	LS	1	16	16	Meetings are listed below
33.19	Quality Assurance/Quality Control	LS	%	5%	18	
33.20	Supervision	LS	%	5%	18	
	Intelligent Transportation Systems Analysis Nontechnical Subtotal				**68**	
33.21	Coordination	LS	%	3%	13	
	33. Intelligent Transportation Systems Analysis Total				**433**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with FDOT	EA	0	0	0		0
Local Governments (cities, counties, MPO)	EA	0	0	0		0
Utility Owners	EA	0	0	0		0
Field Meetings	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**0**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	2	4	8	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings	EA	2	4	8	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings				**16**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 33.18

Carries to Tab 3

34. ITS Plans

Estimator: RLS

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Comprehensive Engineering Services		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
34.1	Key Sheet		Sheet	1	4	1	4	
34.2	Summary of Pay Items-including Designer Interface (Trns•port) Input		Sheet	0	0	0	0	Included in Rdwy
34.3	Tabulation of Quantities		Sheet	3	5	3	15	
34.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	
34.5	Project Layout		Sheet	1	6	1	6	
34.6	Typical and Special Details		Sheet	3	6	3	18	Wiring/cabinet details for CCTV, DMS, DCS
34.7	Plan Sheet		Sheet	0	0	0	0	N/A
34.8	ITS Communications Plans		Sheet	23	6	23	138	
34.9	Fiber Optic Splice Diagrams		Sheet	17	2	17	34	
34.10	Lightning Protection Plans		Sheet	0	0	0	0	N/A
34.11	Cross Sections		Sheet	0	0	0	0	N/A
34.12	Guide Sign Worksheet(s)		Sheet	0	0	0	0	N/A
34.13	Special Service Point Details		Sheet	1	6	1	6	Electrical power service
34.14	Strain Pole Schedule		Sheet	1	3	1	3	Pole data tabulation
34.15	Overhead/Cantilever Sign Structure		Sheet	0	0	0	0	N/A
34.16	Other Overhead Sign Structures (Long Span, Monotube, etc.)		Sheet	0	0	0	0	N/A
34.17	Traffic Control Plans		Sheet	6	5	6	30	FON MOT Plan
34.18	Interim Standards		Sheet	0	0	0	0	N/A
34.19	GIS Data and Asset Management Requirements		LS	0	0	0	0	N/A

34. ITS Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Intelligent Transportation System Plans Technical Subtotal					**57**	**262**	
34.20	Quality Assurance/Quality Control		LS	%	5%		13	
34.21	Supervision		LS	%	5%		13	
	34. Intelligent Transportation System Plans Total					**57**	**288**	

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 417, Econlockhatchee Trail to Seminole County Line
County: 0
FPN: 417-134
FAP No.:

Consultant Name: The Balmoral Group
Consultant No.: enter consultants proj. number
Date: 6/7/2016
Estimator: S. Klaus

Staff Classification	Total Staff Hours From "SH Summary Firm"	Chief Engineer	Project Manager	Senior Engineer	Project Engineer	Engineer Intern	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$68.75	$57.69	$46.75	$40.15	$25.72	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	40	20	10	0	10	0	0	0	0	0	0	0	0	40	$2,353	$58.84
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	680	34	0	170	238	238	0	0	0	0	0	0	0	680	$25,962	$38.18
20. Signing & Pavement Marking Plans	389	19	0	39	156	175	0	0	0	0	0	0	0	389	$13,894	$35.72
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	1,109	73	10	209	404	413	0	0	0	0	0	0	0	1,109		
Total Staff Cost		$5,018.75	$576.90	$9,770.75	$16,220.60	$10,622.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$42,209.36**	**$38.06**

Check = $42,209.36

SALARY RELATED COSTS:				$42,209.36
OVERHEAD:	159.94%			$67,509.65
OPERATING MARGIN:	12%			$13,166.28
FCCM (Facilities Capital Cost Money):	0.00%			$0.00
EXPENSES:	0.4721%			$580.15
SUBTOTAL ESTIMATED FEE:				**$123,465.44**
Survey (Field) 0	4-man crew da	$ -	/ day	$0.00
Geotechnical Field and Lab Testing				$0.00
SUBTOTAL ESTIMATED FEE:				**$123,465.44**
Optional Services				$0.00
GRAND TOTAL ESTIMATED FEE:				**$123,465.44**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 6a: Drainage Analysis

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line

417-134

Representing	Print Name	Signature / Date
FDOT District		
Balmoral		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	0	0	0	
6a.2	Base Clearance Report	Per Location	0	0	0	
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	
6a.4	Design of Cross Drains	EA	0	0	0	
6a.5	Design of Ditches	Per Ditch Mile	0	0	0	
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	
6a.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	0	0	0	
6a.9	Design of Storm Drains	EA	0	0	0	
6a.10	Optional Culvert Material	EA	0	0	0	
6a.11	French Drain Systems	Per Cell	0	0	0	
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	0	0	
6a.14	Bridge Hydraulic Report	EA	0	0	0	

Project Activity 6a: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.15	Temporary Drainage Analysis	LS	1	0	0	
6a.16	Cost Estimate	LS	1	0	0	
6a.17	Technical Special Provisions	LS	1	0	0	
6a.18	Other Drainage Analysis	LS	1	0	0	
			Drainage Analysis Technical Subtotal		**0**	
6a.19	Field Reviews	LS	1	0	0	
6a.20	Technical Meetings	LS	1	0	0	Meetings are listed below
6a.21	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.22	Quality Assurance/Quality Control	LS	%	0%	0	
6a.23	Independent Peer Review	LS	1	40	40	Peer review by TBG - focus on stormwater management
6a.24	Supervision	LS	%	0%	0	
			Drainage Analysis Nontechnical Subtotal		**40**	
6a.25	Coordination	LS	%	0%	0	
			6a. Drainage Analysis Total		**40**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0		0
Pond Siting	EA	0	0	0		0
Agency	EA	0	0	0		0
Local Governments (cities, counties)	EA	0	0	0		0
FDOT Drainage	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**0**		0
Progress Meetings (if required by FDOT)	EA	0	0	0	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings				**0**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 6.19

Carries to Tab 3

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: S. Klaus

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name	The Balmoral Group	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	
19.2	No Passing Zone Study	LS	1	0	0	
19.3	Reference and Master Design File	LS	1	369	369	Middle range: interchange/toll plaza spacing ~ 2 miles. Mainline = 2.85 miles; Ramps = 0.8 miles 45 hours setup + 90 hrs. X 3.6 miles
19.4	Multi-Post Sign Support Calculations	EA	4	3	12	4 ground mounted guide signs
19.5	Sign Panel Design Analysis	EA	24	4	96	18 Overhead panels (11 Replacements 7 New) & 4 multi-post ground mount; very detailed sign panels
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	By CES
19.7	Quantities	LS	1	75	75	3 hrs. X 25 sheets
19.8	Cost Estimate	LS	1	18	18	6 hours for initial estimate + 3 hrs X 4 add'l submittals
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
	Signing and Pavement Marking Analysis Technical Subtotal				**570**	
19.11	Field Reviews	LS	1	18	18	3 reviews X 2 people X 3 hrs. average (incl. travel time)
19.12	Technical Meetings	LS	1	14	14	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	29	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	29	
	Signing and Pavement Marking Analysis Nontechnical Subtotal				**90**	
19.16	Coordination	LS	%	3%	20	
	19. Signing and Pavement Marking Analysis Total				**680**	

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
Technical Meetings		**Units**	**No of Units**	**Hours/ Unit**	**Total Hours**	**PM Attendance at Meeting Required?**	**Number**
Sign Panel Design		EA	1	2	2		0
Queue Length Analysis		EA	0	0	0		0
Local Governments (cities, counties)		EA	0	0	0		0
Other Meetings		EA	0	0	0		0
Subtotal Technical Meetings					**2**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)		EA	4	3	12	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings		EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings					**14**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

S. Klaus

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name	The Balmoral Group	

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	6	1	6	
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	N/A - included in roadway
20.3	Tabulation of Quantities		Sheet	3	6	3	18	10 plan sheets per column. 12 hours for the 1st tabulation sheet and 6 hours X 2 add'l sheets.
20.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	Modify standard CFX notes
20.5	Project Layout		Sheet	1	6	1	6	
20.6	Plan Sheet	1"=50'	Sheet	28	4	28	112	700' per sheet. Project length: Mainline=15,032 ft. (22 sheets); ramp=2700 ft. (4 sheets)
20.7	Typical Details		EA	11	4	6	44	Incorporate CFX details into plans for exit gore signs, route confirmation markers, milepost signs, toll route shield, curve warning signs, loop ramp signs, option lane arrow, toll plaza signs, line of sight. Estimate 11 details X 2 hrs. + 2 hrs. X 6 sheets
20.8	Guide Sign Worksheet(s)		EA	22	2	6	44	17 sign panels; 4 per sheet
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	17	7	4	119	Develop full sections for 6 cantilever, 7 span truss & 4 ground mount 8 hrs. X 13 OH structures + 3 hrs. X 4 multi-post = 116 hrs. (~ 7 hrs. per section)
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**50**	**353**	
20.14	Quality Assurance/Quality Control		LS	%	5%		18	
20.15	Supervision		LS	%	5%		18	
20. Signing and Pavement Marking Plans Total						**50**	**389**	

MISCELLANEOUS & DIRECT EXPENSES

Central Florida Expressway Authority — Consultant: The Balmoral Group, LLC

Name of Job: SR 417 - Econ Trail to Orange/Seminole County Line - 417-134

Aerial Photography: Right-of-Way Maps	Sheets	Cost	Amount					
Drafting Medium (Mylar):	0	$0.00	$0				$0.00	$0.00
	BlueLine	Vellum	11X17	8.5X11				
30% Plans			30	0	Sheets			
60% Plans			47	0	Sheets			
90% Plans			47	0	Sheets			
100% Plans			47	0	Sheets			
Final Plans			47	0	Sheets			
Misc. Prints			2,180	0	Sheets			
Total	0	0	2,398	0	Sheets			
Costs:	Blue Line		0	Sheets @	0.00		$0.00	
	Vellum		0	Sheets @	0.00		$0.00	
	Photocopy - 11X17		2,398	Sheets @	0.19		$455.62	
	Photocopy - 8.5X11		0	Sheets @	0.11		$0.00	$455.62
Travel From:	165 Lincoln Avenue Winter Park, FL							
To Project:	Trips							
(Overnight)		x		people x			days @$50	$0.00
(Per Diem)		x		people x			days @$6	$0.00
Transport. - (Comm.)		x		people x		0.00	per trip	$0.00
- (POV)	3	x	19	miles x		0.445	per mile	$25.37
- (Rental)	0	x	0	(days x	$	0.00	Day Rate)	
		+	0	(miles x	$	0.00	Mi. Rate)	$0.00
To District:	Trips							
(Per Diem)	0	x	0	people x		0.00	days @$6	$0.00
Transport. - (Comm.)	0	x	0	people x		0.00	per trip	$0.00
- (POV)	4	x	22	miles x		0.445	per mile	$39.16
- (Rental)	0	x	0	(days x	$	0.00	Day Rate)	
			0	(miles x	$	0.00	Mi. Rate)	$0.00
								$64.53
Shipping & Telephone	12	months @ $	$5.00	/Month)				$60.00
TOTAL EXPENSES							LUMP SUM	$580.15

Date: 04/22/16

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SR 417, Econlockhatchee Trail to Seminole County Line
County: Orange
FPN: 417-134
FAP No.: 1/0/1900

Consultant Name: Tierra, Inc.
Consultant No.: enter consultants proj. number
Date: 6/7/2016
Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Senior Engineer	Chief Scientist	Senior Project Engineer	Geotechnical Engineer	Engineering Intern	Senior Scientist	Designer	Senior Engineering Technician	Geotechnical Technician	Secretarial/Clerical	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$198.25	$188.18	$151.47	$158.36	$134.69	$95.28	$117.34	$91.06	$83.16	$67.03	$68.31	$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	45	2	0	7	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	18	7	5	5	1	0	45	$5,025.59	$111.68
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	811	41	65	0	81	122	260	0	162	32	32	16	0	0	$0	#DIV/0!
Total Staff Hours	856	43	65	7	81	122	260	18	169	37	37	17	0	811	$95,042.85	$117.19
Total Staff Cost		$8,524.75	$12,231.70	$1,060.29	$12,827.16	$16,432.18	$24,772.80	$2,112.12	$15,389.14	$3,076.92	$2,480.11	$1,161.27	$0.00	856		
															$100,068.44	**$116.90**

Check = $100,068.44

SALARY RELATED COSTS:		$100,068.44
OVERHEAD:	0%	$0.00
OPERATING MARGIN:	0%	$0.00
FCCM (Facilities Capital Cost Money):	0.00%	$0.00
EXPENSES:	0.00%	$0.00
SUBTOTAL ESTIMATED FEE:		**$100,068.44**
Contamination ODCs		$152.00
Geotechnical Field and Lab Testing		$89,070.20
SUBTOTAL ESTIMATED FEE:		**$189,290.64**
Optional Services		$0.00
GRAND TOTAL ESTIMATED FEE:		**$189,290.64**

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

Project Activity 8: Environmental Permits

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line
417-134

Representing	Print Name	Signature / Date
FDOT District		
Tierra, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	0	0	
	Permits					
8.2	**Field Work**					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.2.4	Archeological Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	**Complete And Submit All Required Permit Applications**					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.6	Prepare USCG Permit Sketches	LS	1	0	0	
8.7	Prepare Water Management District Right-of-Way Occupancy Permit	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare Tree Permit Information	LS	1	0	0	
8.10	Mitigation Design	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	

Project Activity 8: Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.12	Other Environmental Permits	LS	1	0	0	
	Environmental Clearances/Reevaluations					
8.13	**Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)**					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.13.2	Archaeological and Historical Features	LS	1	0	0	
8.13.3	Wetland Impact Analysis	LS	1	0	0	
8.13.4	Essential Fish Habitat	LS	1	0	0	
8.13.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.13.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.14	**Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Features	LS	1	0	0	
8.14.3	Wetland Impact Analysis	LS	1	0	0	
8.14.4	Essential Fish Habitat	LS	1	0	0	
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	
8.15	Contamination Impact Analysis	LS	1	40	40	desktop/windshield Level 1 update; appx 3 miles; analysis&field review 25 hrs + 15 hrs memo = 40 MH
8.16	Asbestos Survey	LS	1	0	0	no asbestos, no Level 2, no EDR report (CLM only)
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					**40**	
8.17	Technical Meetings	LS	1	0	0	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	2	
8.19	Supervision	LS	%	5%	2	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					**4**	
8.20	Coordination	LS	%	3%	1	
8. Environmental Permits, Compliance and Clearances Total					**45**	

35. Geotechnical

Estimator:

SR 417, Econlockhatchee Trail to Seminole County Line

417-134

Representing	Print Name	Signature / Date
CFX		
Tierra, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	10	10	Literature Survey (Existing Plans, USDA, USGS, Potentiometric, etc.)
35.2	Develop Detailed Boring Location Plan	LS	1	8	8	195 roadway borings. 55 SPTs, 140 Augers: Total 1,800 LF.
35.3	Stake Borings/Utility Clearance	Boring	195	0.25	49	
35.4	Muck Probing	Crew Day	0	0	0	Tierra will use separate pay item in fee schedule to perform muck probing.
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	2	4	8	Toll Plaza
35.6	Drilling Access Permits	Location	0	0	0	N/A
35.7	Property Clearances	EA	0	0	0	All Work within ROW
35.8	Groundwater Monitoring	EA	0	0	0	N/A
35.9	LBR/Resilient Modulus Sampling	EA	12	1.5	18	Collecting LBR/Mr samples.
35.10	Coordination of Field Work	100 lf of boring	18	1	18	
35.11	Soil and Rock Classification - Roadway	100 lf of boring	18	2	36	
35.12	Design LBR	LS	1	8	8	
35.13	Laboratory Data	100 lf of boring	18	0.75	14	
35.14	Seasonal High Water Table	Boring	195	0.2	39	
35.15	Parameters for Water Retention Areas	EA	2	1	2	Contingency, If Required.
35.16	Delineate Limits of Unsuitable Material	Cross-section	10	1.3	13	Assume 10 cross sections @ 0.5 hr/cross section (5 hrs) + 2 plan reviews @ 4 hrs each (8 hrs). Sum = 13 hrs
35.17	Electronic Files for Cross-Sections	100 lf of boring	18	1	18	
35.18	Embankment Settlement and Stability	Embankment Boring	2	4	8	
35.19	Monitor Existing Structures	LS	1	20	20	*2 hrs preliminary review + 10 hrs field visit + 8 hrs reccomendations*

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	To be performed by others.
35.21	Geotechnical Recommendations	LS	1	20	20	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	0	0	0	Pavement Coring and Evaluation Not Required.
35.23	Preliminary Roadway Report	LS	1	16	16	
35.24	Final Report	EA	1	16	16	
35.25	Auger Boring Drafting	100 lf boring	7	4	28	
35.26	SPT Boring Drafting	100 lf boring	11	5	55	
				Roadway Geotechnical Subtotal	**404**	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	4	4	38 structure borings. Total 1,445 LF
35.28	Stake Borings/Utility Clearance	Boring	38	0.3	11	
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	3	2	6	Bridge, Walls, Misc Structures
35.30	Drilling Access Permits	Location	0	0	0	N/A
35.31	Property Clearances	EA	0	0	0	All Work within ROW
35.32	Collection of Corrosion Samples	EA	0	0	0	To be collected at time of drilling.
35.33	Coordination of Field Work	100 lf of boring	14.45	1	14	
35.34	Soil and Rock Classification - Structures	100 lf of boring	14.45	2	29	
35.35	Tabulation of Laboratory Data	100 lf of boring	14.45	0.75	11	
35.36	Estimate Design Groundwater Level for Structures	EA	38	0.25	10	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	2	4	8	Two borings at End Bents.
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	2	4	8	
35.39	Bridge Construction and Testing Recommendations	Bridge boring	2	4	8	Anticipate standard foundation work.
35.40	Lateral Load Analysis (Optional)	Bridge boring	2	1.5	3	Provide soil parameters only.
35.41	Walls	Wall Boring	6	2	12	
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	N/A
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	23	1	23	14 Sign Borings, 1 Signal Boring, 8 ITS Borings

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.44	Box Culvert Analysis	EA	0	0	0	No Culvert Extensions.
35.45	Preliminary Report - BDR	EA	1	20	20	
35.46	Final Report - Bridge and Associated Walls	EA	1	20	20	
35.47	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights	EA	4	8	32	Reports for Signs, Signals, ITS and Sound Wall
35.48	SPT Boring Drafting	100 lf of boring	14.45	5	72	
35.49	Other Geotechnical	LS	0	0	0	N/A
				Structural Geotechnical Subtotal	**291**	
				Geotechnical Technical Subtotal	**695**	
35.50	Technical Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	8	8	
35.52	Technical Meetings	LS	1	14	14	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	35	
35.54	Supervision	LS	%	5%	35	
				Geotechnical Nontechnical Subtotal	**92**	
35.55	Coordination	LS	%	3%	24	
				35. Geotechnical Total	**811**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with CFX	EA	1	2	2		0
Boring Layout Approval	EA	0	0	0		0
Attend in BDR Review Meeting	EA	0	0	0		0
30/60/90% Submittal Review	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
Subtotal Technical Meetings				**2**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)	EA	6	2	12	*PM attendance at Progress Meetings is manually entered on General Task 3*	--
Phase Review Meetings	EA	0	0	0	*PM attendance at Phase Review Meetings is manually entered on General Task 3*	--
Total Meetings				**14**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 33.18

Carries to Tab 3

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 337.00	0	$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 500.00	0	$ -
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,110.00	0	$ -
418-Geo Drill Crew Support Vehicle	Day	$ 152.00	1	$ 152.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 7,420.00	0	$ -
405-Geo Barge (Owned)	Day	$ 2,500.00	0	$ -
618-Geo Mobilization Support Boat	Each	$ 500.00	0	$ -
Geo Support Safety Boat	Day	$ 275.00	0	$ -
619-Geo Mobilization Tri-Pod	Each	$ 1,250.00	0	$ -
419-Geo Drilling Crew 2-Person	Hour	$ 135.00	0	$ -
420-Geo Drilling Crew 3-Person	Hour	$ 185.00	0	$ -
Geo SPT Truck 0-50 Ft	LF	$ 12.00	0	$ -
Geo SPT Truck 50-100 Ft	LF	$ 14.00	0	$ -
Geo SPT Truck 100-150 Ft	LF	$ 20.00	0	$ -
Geo SPT Truck 150-200 Ft	LF	$ 39.00	0	$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 12.50	0	$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 16.00	0	$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 27.50	0	$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 42.00	0	$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 18.50	0	$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 25.00	0	$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 40.00	0	$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 70.00	0	$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF	$ 4.50	0	$ -
Geo Grout Boreholes- Truck 50-100 Ft	LF	$ 5.00	0	$ -
Geo Grout Boreholes- Truck 100-150 Ft	LF	$ 5.50	0	$ -
Geo Grout Boreholes- Truck 150-200 Ft	LF	$ 14.00	0	$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 5.95	0	$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 7.10	0	$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 9.00	0	$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 18.00	0	$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 8.50	0	$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 9.00	0	$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 10.00	0	$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00	0	$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF	$ 7.50	0	$ -
Geo Temp Casing 3" Truck 50-100 Ft	LF	$ 8.75	0	$ -
Geo Temp Casing 3" Truck 100-150 Ft	LF	$ 10.50	0	$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF	$ 15.00	0	$ -

Item Description	Unit	Unit Price	Quantity	Total
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 9.80	0	$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 12.75	0	$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 15.75	0	$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 22.00	0	$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 12.90	0	$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 14.70	0	$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 17.65	0	$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00	0	$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 34.25	0	$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 36.55	0	$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 39.90	0	$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 45.79	0	$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 60.74	0	$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 65.00	0	$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 94.00	0	$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 31.40	0	$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 36.44	0	$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 42.20	0	$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 85.00	0	$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 47.15	0	$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 54.80	0	$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 63.30	0	$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 85.00	0	$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 119.50	0	$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 130.40	0	$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 195.60	0	$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 200.00	0	$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 179.00	0	$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 195.60	0	$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 293.40	0	$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 375.00	0	$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 9.25	0	$ -
402-Geo Auger Borings- Track	LF	$ 9.25	0	$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 270.00	0	$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 850.00	0	$ -
450-Geo Piezometer 2" 000-050 Ft	LF	$ 30.00	0	$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 6.25	0	$ -
450.1 Piezometer Permit Cost Actual	Each	$ 50.00	0	$ -
403-Geo Backhoe (Owned)	Day	$ 600.00	0	$ -
416-Geo Dozer (Owned)	Day	$ 800.00	0	$ -
Site Clearing to Access Boring or Test Locations	Hour	$ 150.00	0	$ -
407-Geo Chainsaw (Owned)	Day	$ 28.00	0	$ -
415-Geo Double Ring Infiltration (ASTM D3385)	Each	$ 460.00	0	$ -
434-Geo Ground Penetrating Radar (GPR)	Day	$ 2,800.00	0	$ -

Item Description	Unit	Unit Price	Quantity	Total
Asphalt and Concrete Pavement Coring				
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 125.00	0	$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 110.00	0	$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 125.00	0	$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 110.00	0	$ -
305-Concrete Pavement Coring - 4" Dia	Each	$ 110.00	0	$ -
306-Concrete Pavement Coring - 6" Dia	Each	$ 110.00	0	$ -
603-Mobilization Asphalt Coring equipment	Each	$ 250.00	0	$ -
606-Mobilization Concrete Coring	Each	$ 250.00	0	$ -
Geotechnical Soil Laboratory Testing				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 35.00	0	$ -
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 9.58	0	$ -
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 131.00	0	$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 67.00	0	$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 145.00	0	$ -
825-Soils pH Soil or Water (FM 5-550)	Test	$ 30.00	0	$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 35.00	0	$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 40.00	0	$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 40.00	0	$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 35.00	0	$ -
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	$ 81.00	0	$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 81.00	0	$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 41.00	0	$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 155.00	0	$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 155.00	0	$ -
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 115.00	0	$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 111.00	0	$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 105.00	0	$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 105.00	0	$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 500.00	0	$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	$ 50.00	0	$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 250.00	0	$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 326.18	0	$ -
Engineering and Technical Support Services				
Project Manager	Hour	$ 198.25	2	$ 396.50
Senior Engineer	Hour	$ 188.18	0	$ -
Chief Scientist	Hour	$ 151.47	7	$ 1,060.29
Senior Project Engineer	Hour	$ 158.36	0	$ -
Geotechnical Engineer	Hour	$ 134.69	0	$ -
Engineering Intern	Hour	$ 95.28	0	$ -
Senior Scientist	Hour	$ 117.34	18	$ 2,112.12
Designer	Hour	$ 91.06	7	$ 637.42
Sr Engineering Technician	Hour	$ 83.16	5	$ 415.80
Geotechnical Technician	Hour	$ 67.03	5	$ 335.15
Secretary/Clerical	Hour	$ 68.31	1	$ 68.31
	Total Estimated Fee			$ 5,177.59

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
612-Geo Mobilization Drill Rig Truck Mount	Each	$ 337.00	4	$ 1,348.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	$ 500.00	4	$ 2,000.00
610-Geo Mobilization Drill Rig Track Mount	Each	$ 3,110.00	0	$ -
418-Geo Drill Crew Support Vehicle	Day	$ 152.00	40	$ 6,080.00
609-Geo Mobilization Drill Rig Barge Mount	Each	$ 7,420.00	0	$ -
405-Geo Barge (Owned)	Day	$ 2,500.00	0	$ -
618-Geo Mobilization Support Boat	Each	$ 500.00	0	$ -
Geo Support Safety Boat	Day	$ 275.00	0	$ -
619-Geo Mobilization Tri-Pod	Each	$ 1,250.00	0	$ -
419-Geo Drilling Crew 2-Person	Hour	$ 135.00	0	$ -
420-Geo Drilling Crew 3-Person	Hour	$ 185.00	0	$ -
Geo SPT Truck 0-50 Ft	LF	$ 12.00	1585	$ 19,020.00
Geo SPT Truck 50-100 Ft	LF	$ 14.00	100	$ 1,400.00
Geo SPT Truck 100-150 Ft	LF	$ 20.00	60	$ 1,200.00
Geo SPT Truck 150-200 Ft	LF	$ 39.00	0	$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	$ 12.50	800	$ 10,000.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	$ 16.00	0	$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	$ 27.50	0	$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	$ 42.00	0	$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	$ 18.50	0	$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	$ 25.00	0	$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	$ 40.00	0	$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	$ 70.00	0	$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF	$ 4.50	1585	$ 7,132.50
Geo Grout Boreholes- Truck 50-100 Ft	LF	$ 5.00	100	$ 500.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	$ 5.50	60	$ 330.00
Geo Grout Boreholes- Truck 150-200 Ft	LF	$ 14.00	0	$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	$ 5.95	800	$ 4,760.00
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	$ 7.10	0	$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	$ 9.00	0	$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	$ 18.00	0	$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	$ 8.50	0	$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	$ 9.00	0	$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	$ 10.00	0	$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00	0	$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF	$ 7.50	400	$ 3,000.00
Geo Temp Casing 3" Truck 50-100 Ft	LF	$ 8.75	80	$ 700.00
Geo Temp Casing 3" Truck 100-150 Ft	LF	$ 10.50	0	$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF	$ 15.00	0	$ -

Item Description	Unit	Unit Price	Quantity	Total
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	$ 9.80	150	$ 1,470.00
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	$ 12.75	0	$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	$ 15.75	0	$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	$ 22.00	0	$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	$ 12.90	0	$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	$ 14.70	0	$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	$ 17.65	0	$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	$ 25.00	0	$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	$ 34.25	0	$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	$ 36.55	0	$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	$ 39.90	0	$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	$ 45.79	0	$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	$ 60.74	0	$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	$ 65.00	0	$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	$ 94.00	0	$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	$ 31.40	14	$ 439.60
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	$ 36.44	20	$ 728.80
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	$ 42.20	12	$ 506.40
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	$ 85.00	0	$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	$ 47.15	0	$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	$ 54.80	0	$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	$ 63.30	0	$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	$ 85.00	0	$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	$ 119.50	2	$ 239.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	$ 130.40	0	$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	$ 195.60	0	$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	$ 200.00	0	$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	$ 179.00	0	$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	$ 195.60	0	$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	$ 293.40	0	$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	$ 375.00	0	$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	$ 9.25	700	$ 6,475.00
402-Geo Auger Borings- Track	LF	$ 9.25	0	$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	$ 270.00	4	$ 1,080.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	$ 850.00	3	$ 2,550.00
450-Geo Piezometer 2" 000-050 Ft	LF	$ 30.00	0	$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	$ 6.25	0	$ -
450.1 Piezometer Permit Cost Actual	Each	$ 50.00	0	$ -
403-Geo Backhoe (Owned)	Day	$ 600.00	0	$ -
416-Geo Dozer (Owned)	Day	$ 800.00	1	$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	$ 150.00	8	$ 1,200.00
407-Geo Chainsaw (Owned)	Day	$ 28.00	1	$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	$ 460.00	0	$ -
434-Geo Ground Penetrating Radar (GPR)	Day	$ 2,800.00	0	$ -

Item Description	Unit	Unit Price	Quantity	Total
Asphalt and Concrete Pavement Coring				
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	$ 125.00	0	$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	$ 110.00	0	$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	$ 125.00	0	$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	$ 110.00	0	$ -
305-Concrete Pavement Coring - 4" Dia	Each	$ 110.00	0	$ -
306-Concrete Pavement Coring - 6" Dia	Each	$ 110.00	0	$ -
603-Mobilization Asphalt Coring equipment	Each	$ 250.00	0	$ -
606-Mobilization Concrete Coring	Each	$ 250.00	0	$ -
Geotechnical Soil Laboratory Testing				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	$ 35.00	40	$ 1,400.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	$ 9.58	45	$ 431.10
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	$ 131.00	0	$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	$ 67.00	80	$ 5,360.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	$ 145.00	15	$ 2,175.00
825-Soils pH Soil or Water (FM 5-550)	Test	$ 30.00	0	$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	$ 35.00	0	$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	$ 40.00	0	$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	$ 40.00	0	$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test	$ 35.00	15	$ 525.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	$ 81.00	0	$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	$ 81.00	30	$ 2,430.00
811-Soils Liquid Limit (AASHTO T 89)	Test	$ 41.00	0	$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	$ 155.00	0	$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	$ 155.00	0	$ -
827-Soils Proctor Modified (FM 1-T 180)	Test	$ 115.00	0	$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	$ 111.00	0	$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	$ 105.00	0	$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	$ 105.00	0	$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	$ 500.00	1	$ 500.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	$ 50.00	0	$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	$ 250.00	0	$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	$ 326.18	10	$ 3,261.80
Engineering and Technical Support Services				
Project Manager	Hour	$ 198.25	41	$ 8,128.25
Senior Engineer	Hour	$ 188.18	65	$ 12,231.70
Chief Scientist	Hour	$ 151.47	0	$ -
Senior Project Engineer	Hour	$ 158.36	81	$ 12,827.16
Geotechnical Engineer	Hour	$ 134.69	122	$ 16,432.18
Engineering Intern	Hour	$ 95.28	260	$ 24,772.80
Senior Scientist	Hour	$ 117.34	0	$ -
Designer	Hour	$ 91.06	162	$ 14,751.72
Sr Engineering Technician	Hour	$ 83.16	32	$ 2,661.12
Geotechnical Technician	Hour	$ 67.03	32	$ 2,144.96
Secretary/Clerical	Hour	$ 68.31	16	$ 1,092.96
	Total Estimated Fee			$ 184,113.05

Mobile LIDAR MAPPING

Consultant: Dewberry
ACA Proposal #: 17607
Date: 5/31/2016
Estimator's Name: Aerial Cartographics of America, Inc.

Job Name: SR 417
From: Econ Trail
To: Ornage/Seminole County Line
Project Length: 7.0 Corridor Miles/31.5 Scan Miles

	Mobile LiDAR Item	Scale 1" =	Unit	No. of Unit	Price per Unit	Total Cost	Comments
1	LiDAR Mission Planning (MOC Item D.1.)		Mile	31.5	$342.45	$10,787.18	Scan miles (Task 30.1- 18 hours and 30.2 - 24 hours)
2	Mobile LiDAR Acquisition Full Day (MOC Item E.1.)		Day	1	$16,000.00	$16,000.00	(Tasks 30.3 and 30.4)
3	LiDAR Mission Data Processing (MOC Item F.1.a.)		Mile	31.5	$482.14	$15,187.41	(Task 30.5 - 40 hours and Task 30.7 - 96 hours)
4	LiDAR Survey Report (MOC Item F.1.b.)		Each	1	$1,258.62	$1,258.62	(Task 30.14 - 24 hours)
5	LiDAR Mission Digital Imagery Processing (MOC Item F.1.c.)		Mile	31.5	$212.06	$6,679.89	(Task 30.6 - 24 hours)
6	LiDAR Point Cloud Classification Urban (MOC Item F.1.d.)		Mile	7	$1,447.46	$10,132.22	Corridor miles (SR 417, Sidestreets & Ramps) (Task 30.8 - 60 hours)
7	LiDAR Specific Surface Reporting (MOC Item F.1.e.)		Each		$1,812.49	$0.00	N/A
8	LiDAR Mapp Den Urb Rdwy 6-lane (MOC Item G.1.a.)		Mile	0.41	$9,062.45	$3,715.60	3D Topo University Blvd (Task 30.10 - 246 Total Hours)
9	LiDAR Mapp Mod Urb Rdwy 3-lane (MOC Item G.1.b.)		Mile	0.22	$2,900.20	$638.04	3D Topo Econ Trail & Trevarthon (Task 30.10)
10	LiDAR Mapp Multi-Lane Rdwy/Int 6-lane (MOC Item G.1.c.)		Mile	6	$5,097.76	$30,586.56	3D Topo SR 417 (Task 30.10)
11	LiDAR Mapp Multi-Lane Rdwy/Int 2-lane ramp (MOC Item G.1.c.)		Mile	0.37	$2,038.26	$754.16	3D Topo Ramps (Task 30.10)
12	LiDAR CAD Den Urb Rdwy 6-lane (MOC Item G.2.a.)		Mile	0.41	$906.25	$371.56	Cadd Edits University Blvd. (Task 30.12 - 26 Total hours)
13	LiDAR CAD Mod Urb Rdwy 3-lane (MOC Item G.2.b.)		Mile	0.22	$340.77	$74.97	Cadd Edits Econ Trail & Trevarthon (Task 30.12)
14	LiDAR CAD Multi-Lane Rdwy/Int 6-lane (MOC Item G.2.c.)		Mile	6	$906.25	$5,437.50	Cadd Edits SR 417 (Task 30.12)
15	LiDAR CAD Multi-Lane Rdwy/Int 2-lane ramp (MOC Item G.2.c.)		Mile	0.37	$452.60	$167.46	Cadd Edits Ramps (Task 30.12)
16	LiDAR Data Merging (MOC Item G.3.a.)		Mile	6	$2,831.62	$16,989.72	Merging Survey Data Furnished By Dewberry (Task 30.13 - 26 Hours)
17	Mapping 4-man crew (MOC Item G.4.a.)		Day	4	$1,948.58	$7,794.32	Set and maintain control targets (Task 27.4 & 27.27- 4 man crew @ 4 days)
18	Mapping 4-man crew (MOC Item G.4.a.)		Day	2	$1,948.58	$3,897.16	Field Review (Task 30.15 - 4 man crew @ 2 days)
19	Senior Surveyor and Mapper		Hour	59	$189.72	$11,193.48	Includes Tasks 30.16 thru 30.19 (59 hours total)
20	Professional Surveyor and Mapper		Hour	0	$160.65	$0.00	N/A
	TOTAL FEES					$141,665.85	

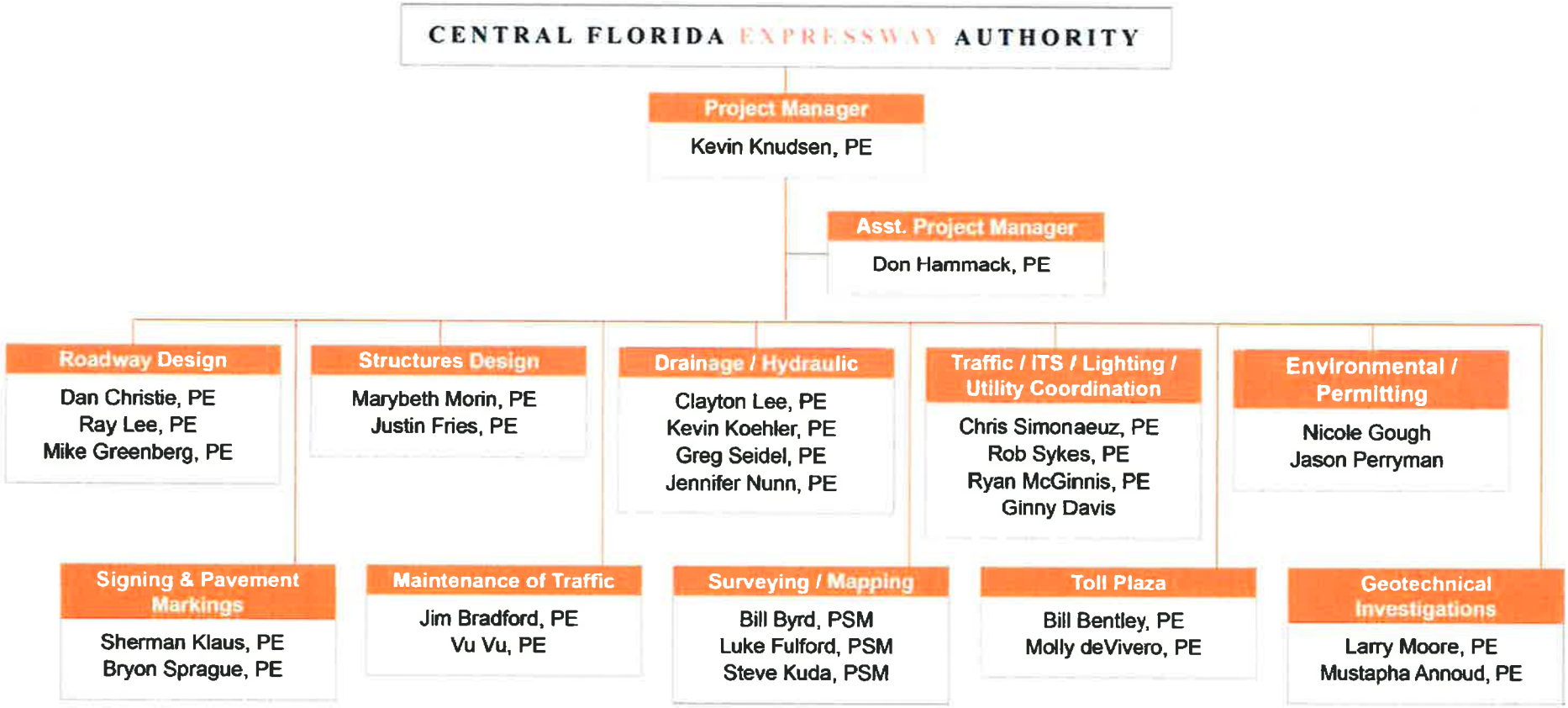
Prepared by: Patrick Senne, PSM, Sr. Vice President

Date: May 31, 2016

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

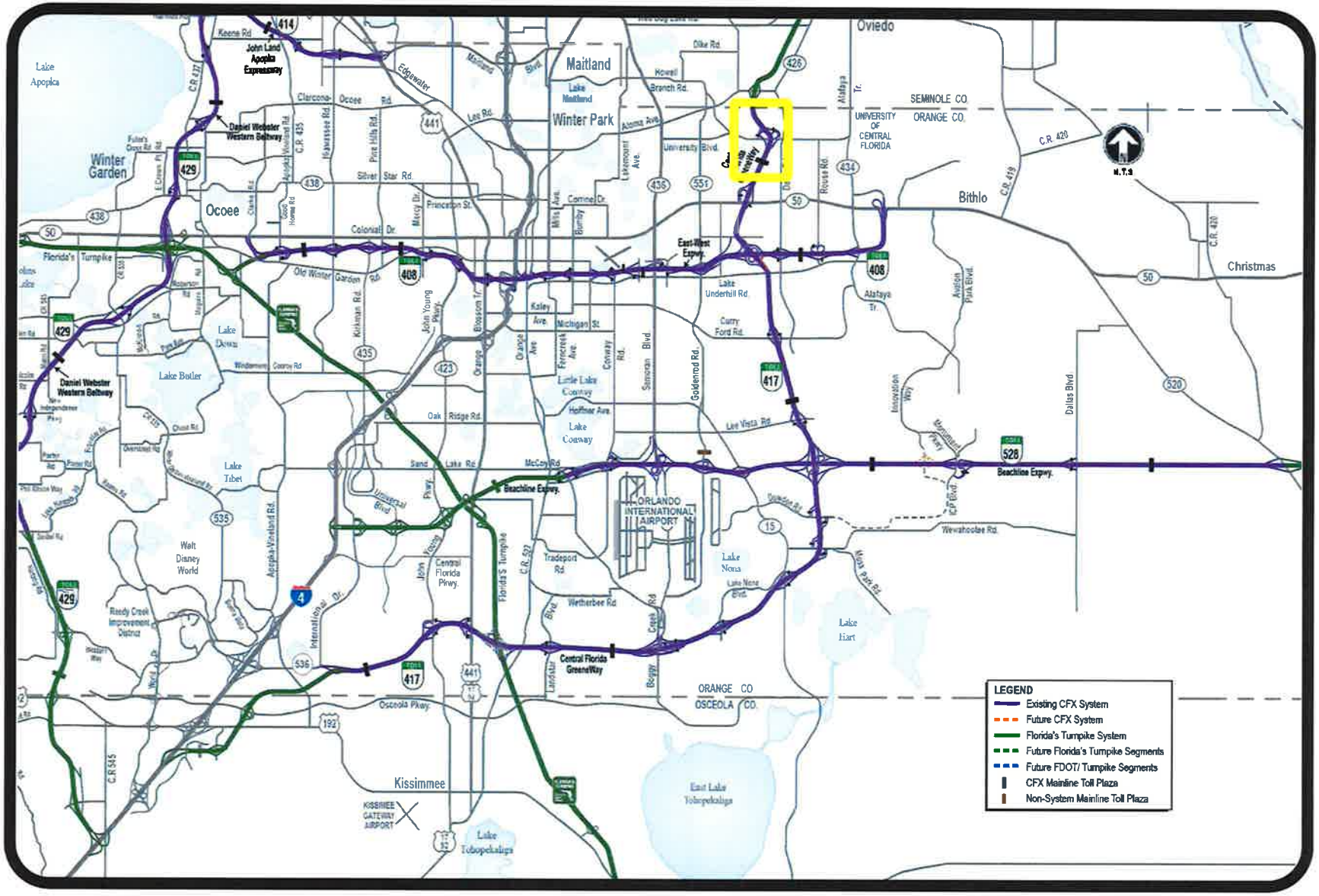
Organization and Management



Dewberry

EXHIBIT E

PROJECT LOCATION MAP



Project Location Map for
S.R. 417 Widening from Econlockhatchee Trail to Seminole County Line (417-134)

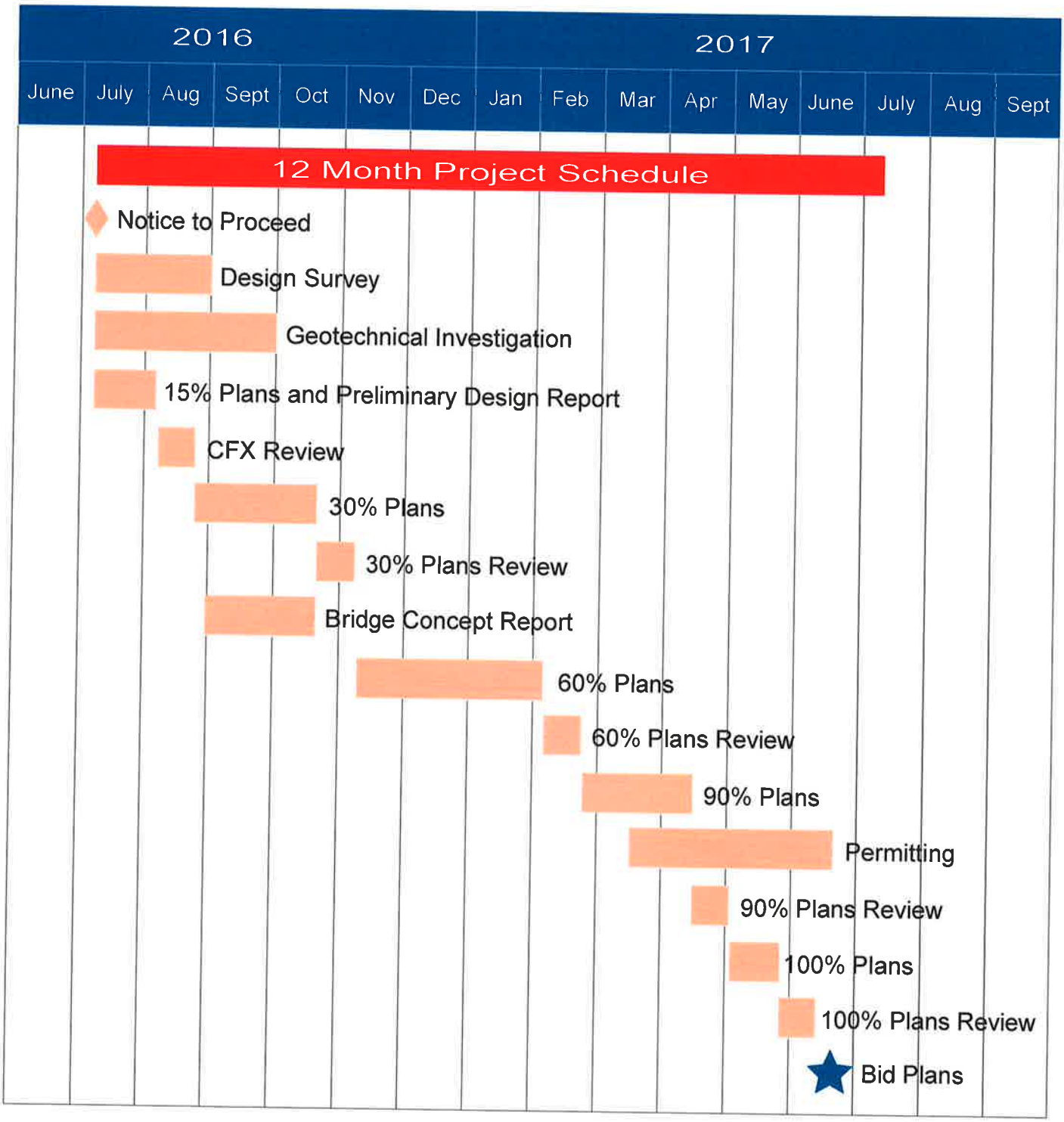
EXHIBIT F

SCHEDULE

Contract No. 001153, Project 417-134

SR 417 Widening from Econlockhatchee Trail to Orange / Seminole County Line

Project Schedule



CONSENT AGENDA ITEM

#5

MEMORANDUM

TO: CFX Board Members

FROM: Evelyn Wilson, Director of Human Resources

DATE: June 8, 2016

SUBJECT: Human Resources Policies Updates

Board approval is requested for the updated Human Resources Policy, Drug and Alcohol Policy, and Internal Social Media Policy.

The Human Resources Policy has been updated to reflect the Central Florida Expressway Authority name and minor administrative changes. The Drug and Alcohol Policy and Internal Social Media Policy have been also updated to reflect best practices.

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

HUMAN RESOURCES POLICY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
HUMAN RESOURCES POLICY

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III.	Employment at Will	Page 3
IV.	Anti-Harassment and Discrimination Policy	Page 3
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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

HUMAN RESOURCES POLICY

The Human Resources Department shall be responsible for the implementation and administration of the Policy.

All changes to this Policy require approval of the Central Florida Expressway Authority (CFX) Board of Directors. This Policy supersedes all previously adopted human resources policies.

I. EQUAL EMPLOYMENT OPPORTUNITY

CFX is an equal opportunity employer and makes employment decisions on the basis of merit. As an employer, CFX strives to have the best available person in every position. CFX shall recruit, hire, train, promote and compensate employees on the basis of competence and potential for advancement. CFX does not discriminate in employment, make any employment decisions, or take any employment actions because of race, color, sex, sexual orientation, national origin, religion, age, marital status, veteran's status, handicap not affecting qualifications for a particular position, disability of a qualified individual with a disability, or other classification protected by applicable federal, state, or local law.

II. AMERICANS WITH DISABILITIES ACT

CFX is committed to providing equal employment opportunities for individuals with disabilities in compliance with the Americans with Disabilities Act (ADA) and all other federal, state and local laws.

All employment decisions are based on the employee's ability to perform essential job functions in accordance with the defined criteria, not the disability of the individual.

III. EMPLOYMENT AT WILL

CFX is an at-will employer. This means that CFX can terminate the employment of any employee at any time, for any lawful reason, in its sole discretion, with or without notice.

IV. ANTI-HARASSMENT AND DISCRIMINATION POLICY

CFX is committed to a work environment free of harassment and discrimination. Harassment of any kind because of or related to race, color, gender, sexual orientation,

pregnancy, national origin, religion, age, marital status, veteran's status, disability, or any other protected category, whether by management, supervisors, or co-workers (or visitors, vendors, or contractors), will not be tolerated.

Any employee who believes that he or she has been a victim of discrimination and/or harassment must report the matter immediately to one of the following: 1) their supervisor, 2) Director of Human Resources, 3) CFX Ethics Officer, or, 4) the "Make a Difference" Hotline **(888-226-6043)**. In the event any allegation involves the Ethics Officer, the matter shall be reported to the Executive Director.

Notwithstanding the foregoing, any employee who is accused of harassment shall be subject to all state and federal laws, and any corresponding investigations and charges, governing or associated with same, as well as CFX's Ethics Policy.

Protection shall be afforded to a CFX employee disclosing information under the Florida Whistleblower's Act to any agency or official mentioned in F.S. 112.3187(6), in addition to the protections afforded to CFX employees by the Florida Whistleblower's Act, F.S. Sec. 112.3187-112.31895 and other similar provisions of law.

V. OPEN DOOR POLICY

Free and open communication between management and employees is essential to the success of CFX. We encourage employees to bring questions, suggestions and concerns to our attention. Careful consideration will be given to each suggestion and concern.

If an employee thinks there is a problem affecting the employee or the business of CFX, the employee should present the situation to his or her immediate supervisor so that the problem can be settled by review and discussion of the situation. Supervisors will be able to resolve most matters. In the event that discussion with the supervisor does not resolve the matter, the employee should refer the matter to the Director of Human Resources or the next level supervisor.

VI. PROBATIONARY PERIOD

There is a probationary period of 90 days for newly hired employees, which may be extended at the discretion of the Executive Director. During this time, the new employee's supervisor will observe his or her work habits, work performance, and other appropriate factors to determine whether continued employment is desirable. The employee should consult with the supervisor regarding performance during this period. A formal review is conducted at the end of the 90-day period.

VII. PERFORMANCE APPRAISALS

Appraisal of performance is an on-going process beyond the probationary period. Supervisors should frequently review employee performance in an informal way. However, CFX will conduct formal reviews once a year for each employee.

VIII. CORRECTIVE ACTION

In order to foster a professional working environment for all employees, and to maintain the success and reputation of CFX, the following corrective actions apply to conduct.

1. Matters pertaining to harassment shall be handled according to the policy in section IV.
2. The immediate supervisor will first advise an employee orally if he or she is not performing to acceptable standards.
3. If satisfactory improvements are not exhibited after an oral warning, a written warning will be given to the employee.
4. If the employee's performance does not improve to an acceptable level after a written warning, or where, in the discretion of management, preliminary warnings are not warranted further action will be recommended to the next level supervisor or Executive Director, which may include suspension or termination.

Nothing in this section shall affect in any way CFX employees' at-will status or due process rights prior to any adverse employment action on the part of CFX. Moreover, this section does not entitle an employee to receive progressive discipline and CFX may terminate an employee for even his/her first performance or disciplinary issue.

IX. COMPLAINTS

When an employee has a complaint in the employment environment and it is a hindrance to effective operations, the employee may make suggestions for improvement of such conditions, whether such conditions are the result of co-workers' conduct, supervisors' conduct, agency policies, inefficiencies, etc.

The employee shall report the complaint to his or her supervisor, the next level supervisor, the Human Resources Director, CFX Ethics Officer or the "Make a Difference" Hotline (888-226-6043) so that appropriate action may be taken in accordance with the Ethics Policy and state and federal law.

X. NEPOTISM (EMPLOYMENT OF RELATIVES)

Chapter 112.3135, Florida Statutes, Restriction on Employment of Relatives, is commonly referred, to as the "Nepotism Law" for public agencies.

"Relative" is defined in Chapter 112.3135, Florida Statutes as the father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepdaughter, stepfather stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

CFX further prohibits the employment of any relative of an employee from working in the same department without proper approval. This rule also prohibits any personnel action which places an employee under the line of authority of his or her relative. In no case may personnel action be taken that would result in an employee or successful applicant being placed in a position over his or her relative or that results in direct supervision (being the immediate supervisor, rater or reviewer) over his or her relative. CFX also prohibits the employment of any employee relative by CFX contractors or subcontractors when the employee participates in the selection of, recommend the renewal of, or approve invoices of the contractor or subcontractor.

XI. OUTSIDE EMPLOYMENT

Refer to Chapter 112.313 Florida Statutes, Conflicting Employment or Contractual Relationships. Outside work is prohibited while on CFX time or premises, and shall not conflict in any way with an employee's responsibilities and duties at CFX.

XII. JOB CLASSIFICATIONS

Under the Fair Labor Standards Act, employees are placed into one of two classifications, exempt and non-exempt, based on pay and position.

XIII. RESIGNATIONS AND TERMINATIONS

CFX hopes to retain good employees. However, employment with CFX is not by contract or for any specified time, regardless of length of service. Just as employees are free to leave for any reason, we reserve the same right to end our relationship with any employee, at any time, with or without notice, for any reason not prohibited by law.

XIV. LAYOFFS

Layoffs generally, but not always, occur for economic reasons. Regardless of the economic status of CFX, the agency may reduce its workforce or eliminate any position at any time it deems such elimination to be in the best interest of CFX. The timing and extent of any reduction of workforce or elimination of one or more positions shall be at the sole and exclusive discretion of CFX.

XV. FULL TIME/PART TIME

Employees are designated as full or part-time. Full-time employees are scheduled to work a minimum of thirty (30) hours per week on a regularly scheduled basis. Part-time employees are scheduled to work less than thirty (30) hours per week but not less than 20 hours per week on a regularly scheduled basis.

XVI. VACATION TIME

All employees are eligible for vacation time. Probationary employees are not eligible to take vacation time unless it is negotiated and approved in advance of beginning work with CFX. Vacation time is determined by length of service.

An employee may be paid for unused vacation leave upon (1) termination from employment, following six (6) months of continuous service, or (2) at the discretion of the Executive Director. In no case shall an employee receive payment for accrued vacation time in excess of 480 hours unless approved by the Executive Director.

XVII. OTHER TYPES OF LEAVE

A. Sick Leave

Employees accrue sick leave beginning the first day of active employment.

B. Bereavement Leave

In the event of a death in the immediate family, an employee may have time off, up to three (3) working days for an in-state memorial service, or five (5) working days for an out-of-state memorial service, with pay, which may be extended by the Executive Director in his or her discretion, to handle family affairs and memorial service attendance.

C. Military Leave

An employee who is actively serving in the United States uniformed services is eligible for military leave of absence. Upon return from military service, the employee will be eligible for re-employment and will be reinstated in the same or substantially similar position.

D. Jury Duty

Agency policy is to encourage employees to serve on jury panels. An employee who is summoned as a member of a jury panel will be granted administrative leave, with pay, for all hours required for such duty, but not to exceed the number of hours in the employee's normal workday. Any jury fees, if any, shall be retained by the employee.

E. Domestic Violence Leave

An employer shall permit an employee to request and take up to 3 working days of leave from work in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence or sexual violence. This leave may be with or without pay, at the discretion of the employer.

F. Personal Leave of Absence

CFX may grant personal leaves of absence, without pay, in some cases. A personal leave of absence that does not fall within vacation time or the Family and Medical Leave Policy may be granted up to a maximum of thirty (30) calendar days. An extension beyond thirty (30) days will be considered in the event of serious or extenuating circumstances and will be determined by the Executive Director.

G. Family and Medical Leave

FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
- The birth of a child and to care for the newborn child within one year of birth;
- The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- To care for the employee's spouse, child, or parent who has a serious health condition;
- A serious health condition that makes the employee unable to perform the essential functions of his or her job;

H. Military Caregiver Leave

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a member or a covered veteran of the Armed Forces, including the National Guard or Reserves, is entitled to take up to 26 weeks of leave in a single 12-month period to care for the service member who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This 12-month period is measured from the first day an employee takes off to care for his or her service-member relative. The amount of Military Caregiver Leave to which an employee is entitled shall be reduced by the amount of other FMLA leave taken during the 12-month period. Military Caregiver Leave may be taken on an intermittent or reduced-

schedule basis.

I. Qualifying Exigency Leave

Eligible employees with a spouse, child, or parent of a covered service member who is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces, including the National Guard or Reserves, may take up to the normal 12 weeks of leave because of any "Qualifying Exigency." "Covered active duty" is duty during deployment to a foreign country pursuant to federal law.

XVIII. VOTING

CFX encourages its employees to participate in the election of government leaders. Therefore, for primary and general state and federal elections, one (1) hour time off is allowed to exercise this right. The employee should schedule this time off with his or her supervisor to ensure proper work coverage.

XIX. HOLIDAYS

Employees are eligible for the following paid holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

XX. PERSONAL HOLIDAY

Each employee is entitled to one (1) personal holiday per calendar year. This holiday will be credited to the employee's vacation balance on his or her birthday and may be accrued to the same limits as regular vacation time.

XXI. HEALTHCARE BENEFITS

CFX provides employees with medical, vision, dental, life and disability insurance options. Other healthcare benefits may be offered at the discretion of CFX. Legislative mandates require each employee to pay the enrollee portion of the basic medical insurance premium

Life Insurance

CFX offers a group life insurance plan that provides basic protection to all full time employees. CFX pays for a policy in the amount of one times the employee's annual salary.

Workers Compensation

Injuries incurred on the job must be reported to the employee's supervisor and the Director of Human Resources immediately.

XXII. RETIREMENT PLANS/DEFERRED COMPENSATION

Retirement Plans

All full time and permanent part-time employees are eligible to participate in the Florida Retirement System (FRS).

Deferred Compensation (457(b) Plan)

CFX has established a deferred compensation plan for employees, under Section 457(b) of the Internal Revenue Code. The plan is maintained for the exclusive benefit of employees and is intended to comply with the deferred compensation plan requirements of Section 457(b), Internal Revenue Code regulations and other applicable law.

XXIII. EMPLOYEE ASSISTANCE PROGRAM

CFX provides an Employee Assistance Program (EAP). EAP provides confidential counseling to employees and their dependents.

XXIV. EDUCATIONAL/TUITION REIMBURSEMENT

CFX's Executive Director may approve reimbursement to its employees for the cost of books, tuition and fees for College Level Equivalency Program (CLEP) exams and other expenses for accredited courses related to the employee's field of work, from any Florida public, accredited college or university. Documentation of a passing grade is required.

XXV. PROFESSIONAL MEMBERSHIPS

CFX encourages employees to maintain memberships in professional organizations. CFX will pay one hundred percent (100%) of annual membership dues for professional organizations for each permanent full time employee, subject to supervisor approval.

XXVI. SECURITY POLICY

All employees are required to read, understand, acknowledge and follow the CFX Security Policy and Employee Security Guidelines Handbook. This document will be provided by Human Resources to all new hires. It will also be available to all employees in electronic form on the CFX Intranet site.

XXVII. ATTENDANCE

CFX expects employees to be at work, on time, and to work a full workday. An employee who will be absent from work for any reason must notify their Supervisor at or before the employee's scheduled start time.

XXVIII. PERSONAL APPEARANCE

What we wear to work is a reflection of the pride we have in CFX. It is important for all employees to present a professional appearance, following these guidelines:

A. Clothing must not constitute a safety hazard.

B. All employees should practice common sense rules of cleanliness, professionalism, good taste and comfort. Provocative or distracting clothing is prohibited.

C. Tank tops, tee shirts, ripped clothes, midriff tops, shorts, jogging suits, hats, flip flops, and similar apparel are not permitted.

D. Exceptions will be made for religious attire, as long as it does not constitute a safety hazard to the wearer or to other people and does not interfere with the daily business of CFX. Other exceptions may be determined by the Executive Director.

XXIX. PERSONAL PROPERTY

CFX's insurance policies do not include coverage for employees' personal items. CFX will not reimburse any employee for personal items that are stolen or damaged at CFX office.

XXX. ELECTRONIC MAIL POLICY

E-mail is a method of communicating within CFX, as well as with outside customers. Effective e-mail management uses e-mail protocol, which is simply a principle of courtesy and respect for your colleague's time and energy.

You should understand that you do not have a reasonable expectation of privacy in e-mail communications. CFX reserves the right to retrieve and read e-mail communications.

XXXI. INTERNET POLICY

It is CFX's policy to make business use of the Internet in a manner that is consistent with all other policies governing the conduct of our business and our employees. Using CFX's facilities or equipment to access the Internet in unethical or inappropriate ways, for personal gain or for any business purposes other than CFX's business is strictly forbidden and may be considered cause for disciplinary action up to, and including, termination.

XXXII. INTERNAL SOCIAL MEDIA POLICY

CFX respects the right of employees to use social networking sites (e.g., Twitter, LinkedIn, Facebook, Instagram) for self-expression away from the workplace. Refer to the CFX's Internal Social Media Policy for additional information and guidance.

XXXIII. SAFETY

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area.

It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow company safety and health guidelines or engaging in conduct that places the employee, client or company property at risk can lead to employee disciplinary action and/or termination.

XXXIV. VIOLENCE-FREE WORKPLACE

CFX expects employees to treat everyone they meet with courtesy and respect. Threatening, abusive, or vulgar language has no place at work.

CFX will not tolerate threatening, abusive, or vulgar language from employees while they are at work, conducting CFX business, or attending CFX related business or social functions.

If an employee witnesses or encounters a threatening situation or the potential of harm to an employee, supervisor, member, visitor or customer, he or she is to contact law enforcement (911) immediately.

XXXV. DRUG AND ALCOHOL POLICY

CFX is committed to a drug/alcohol free work environment. Please refer to CFX's Drug and Alcohol Policy.

XXXVI. SMOKING POLICY

Smoking may only be conducted outside of any CFX owned or leased building, and shall be done only in designated outside smoking areas.

XXXVII. ETHICS POLICY

CFX employees are required to read, understand, acknowledge and comply with CFX's Ethics Policy, which is posted on the CFX website and intranet.

XXXVIII. CHANGES IN EMPLOYEE INFORMATION

CFX maintains up-to-date personnel files on all employees. All records will be kept current. This information is used for the administration of benefits, record keeping, notification in case of emergency, etc.

XXXIX. AGENCY VEHICLES

CFX owned or leased vehicles are to be used for CFX business only. No personal use of CFX vehicles is permitted.

XL. EMPLOYEE VEHICLES

Any employee owned or leased vehicle used on CFX business or time (i.e. more than merely driving to and from work) must be appropriately insured.

DRUG AND ALCOHOL POLICY

Central Florida Expressway Authority

Drug and Alcohol Policy

The Central Florida Expressway Authority (CFX) is committed to a Drug/Alcohol-Free work environment. The safety of the employee, fellow employees, the public, public property and equipment is placed in jeopardy when an employee is under the influence of drugs or alcohol. It is the policy of the Agency that the unlawful manufacture, sale, distribution, dispensation, possession or use of drugs or alcohol, or being under the influence of drugs or alcohol constitutes grounds for termination of employment with the agency. Drug testing of CFX employees is compliant with the Drug-Free Workplace program outlined in the Florida Statutes.

Employees are encouraged to obtain help from the Employee Assistance Program (EAP) before drug and/or alcohol problems surface in the workplace. Information will be made available to employees regarding accessing EAP services.

The Agency will not terminate an employee based solely on the employee's voluntarily seeking treatment for a drug or alcohol problem provided that the employee has self-identified to management and sought treatment prior to being required to test.

CFX will take disciplinary action, up to and including termination, against any employee who violates this drug and alcohol policy.

Types of Testing

To allay public concerns regarding drug and alcohol abuse by CFX employees and to mitigate the danger to the public and other employees in the workplace, employees will be subject to the following types of drug and alcohol testing:

1. Post Accident

Employees involved in any work-related accident, whether vehicular or non-vehicular, will be required to submit to a post-accident drug and or alcohol test if they have caused, contributed to, or been involved in an on-the-job accident while engaged in agency business in which:

- Property damage has occurred, and/or
- A life is lost, and/or
- The employee was cited for a moving traffic violation as a result of the occurrence and/or
- The employee's vehicle has been towed from the scene, and/or
- There has been bodily injury to any person, and as a result of this accident medical attention is required

Post accident drug testing is to be completed no later than twenty-four (24) hours following the injury/accident. Failure to complete this test within twenty-four (24) hours must be documented by management.

Any positive result or refusal to test, which is the same as a positive result, will lead to termination and could lead to workers' compensation benefits being suspended. If post accident alcohol testing is to be administered, it cannot be any later than eight (8) hours following the accident. Employees who are suspected of being under the influence of alcohol are to refrain from using alcohol for up to eight (8) hours following the injury/accident, or until testing has been completed. Failure to complete this test within eight (8) hours must be documented by management.

Any positive result or refusal to test, which is the same as a positive result, will lead to termination and could lead to Workers' Compensation benefits being suspended. Employees who are involved in a vehicular accident while on duty who is suspected of being under the influence of alcohol will have blood drawn to determine their blood alcohol content.

2. Workers' Compensation Notice of Injury

When a notice of injury report is submitted, and the employee receives medical attention, the employee will be tested for the presence of drugs and/or alcohol.

If an employee is injured in the course of employment and the employee tests positive for drugs and/or alcohol, he or she may forfeit eligibility for medical and indemnity benefits provided under the Workers' Compensation Act, pursuant to Florida Statutes and the employee will be terminated.

3. Reasonable Suspicion

Any employee may be required to submit to a reasonable suspicion alcohol and/or drug test as deemed appropriate by management. On the job accidents may be considered reasonable suspicion of drug/alcohol use. Management will make a determination that a test is required based on specific observations concerning two or more of the following: performance, appearance, behavior, speech, and/or body odors.

If an employee is observed using drugs and/or alcohol just before, or during the performance of their job function, he or she may be required to submit to a drug or alcohol test.

Testing Process and Results

Employees, who have a confirmed positive test, refuse to be tested, submit false samples or tampers with test samples during the drug testing process for drugs and/or alcohol will be terminated.

Should there be an Administrative or Civil Action brought against the lab regarding results, it is the responsibility of the employee to notify the laboratory of any Administrative or Civil Action brought pursuant to Florida Statutes.

Management who has a reasonable suspicion that an employee might be under the influence of drugs or alcohol must document the observations and the performance behavior on the confidential Reasonable Suspicion form. If possible, the supervisor should have another supervisor observe

and document the employee's behavior to corroborate the reasonable suspicion. The Human Resources department will provide this form.

Employees are required to inform their immediate supervisor of any medications that may impair their ability to perform the functions of their job prior to reporting for duty. CFX reserves the right to remove employees from duty without pay until a physician clears the employee via written confirmation that they may safely return to the position.

Test refusals include, but may not be limited to the following:

Failure to appear for a test in the timeframe specified without supervisory justification

Failure to remain at the test site until the testing process is complete

Failure to provide a sufficient volume of urine, or breath without a valid medical explanation for the failure

Failure to undergo a medical examination to verify insufficient volume

Failure to cooperate with any part of the testing process

Failure to permit the observation or monitoring of specimen donation when so required

Failure to take a second test required by the employer or collector

In addition to alcohol, employees will be tested for the following substances:

Amphetamines

Cocaine Metabolites

Marijuana Metabolites

Opiate Metabolites

Phencyclidine

Methaqualone

Barbiturates

Benzodiazepines

Methadone

Propoxyphene

A list of over the Counter and prescription drugs which could alter or affect drug test results may be obtained from the Director of Human Resources.

Rehabilitation

Depending upon the circumstances of the rehabilitation process, the employee may return to the regular work assignment or be placed on a temporary work assignment. If no such assignment exists or is feasible, the employee may use appropriate leave balances.

Test Results

Test results shall be considered confidential by the agency and may be disclosed to management on a need-to-know basis only, or to any person upon the written consent of the employee. Laboratories, employee assistance programs, drug and alcohol rehabilitation programs, and their agents who receive or have access to drug and alcohol test results shall keep all information confidential.

INTERNET SOCIAL MEDIA POLICY

Central Florida Expressway Authority
Internal Social Media Policy

At CFX, we understand that social media can be a fun and rewarding way to share life events and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist in making responsible decisions about use of social media, CFX has established guidelines for appropriate use of social media.

Guidelines

These guidelines are intended to provide reasonable guidance for online behavior by employees. They are not to be construed as an attempt to abridge anyone's legal rights.

In the rapidly expanding world of electronic communication, social media can mean many things. It encompasses a broad range of online activity, all of which can be traced back to its origin. Social media includes multiple means of communicating or posting information or content of any sort on the internet, including to individual's own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with CFX, as well as any other form of electronic communication.

It is important for all employees to remember that an employee of CFX is a representative of the Agency and are subject to public scrutiny and public records. Ultimately, individual employees are solely responsible for what they post online. Before creating online content, consider some of the risks and rewards that are involved. It is also important to think about personal safety and protecting information that should be private. Take time to explore the privacy settings on the various social networking websites.

Know and follow the rules

Employees will be held responsible for any actions that violate CFX policies and/or federal, state and local laws. For example, postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject individuals to disciplinary action, up to and including termination.

Be respectful

Be fair and courteous to fellow employees, customers, vendors, and people who work on behalf of CFX. Also, keep in mind that individuals are more likely to resolve work related complaints by speaking directly with co-workers or by utilizing the open door practices than by posting

complaints to a social media outlet. Nevertheless, if individuals decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, or that might constitute harassment or bullying. Examples of such conduct might include maliciously false posts or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or CFX policy.

Be honest and accurate

Make sure to only post honest and accurate information or news, and if a mistake is made, correct it quickly. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Never post any information that is known to be false or rumors about CFX, fellow employees, customers, vendors, or people working on behalf of CFX.

Post only appropriate content

Do not create a link from personal blogs, websites or other social networking sites to a CFX website without identifying the source as a CFX employee. What is published on an outside blog and social media sites should not appear to be endorsed by or originated from CFX. If individuals choose to list work affiliation on a social network, then it should include a disclaimer associated with any posts concerning CFX that "the views expressed are of the author and do not reflect the views of CFX." Follow the terms and conditions of use that have been established by each venue used for social networking activities and don't post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Identify all copyrighted or borrowed material with citations and links. When publishing any material online that includes another's direct or paraphrased quotes, thoughts, ideas, photos, or videos, always give credit to the original material or author, where applicable. Content never disappears entirely once it's been posted. Ensure that all postings are factually and grammatically correct. Take consideration when posting information about travel schedules, personal contacts, away messages, etc., as other internet users could have access to daily patterns and result in vulnerability to crime. Please use common sense when publishing anything on the internet or visiting websites.

Using social media at work

Unless use of social media is work-related pursuant to Agency policy or authorization from the department manager, employees should refrain from accessing social media sites from equipment provided by CFX. Unless work related, individual use of social media from any device should be limited to non-work hours such as bona fide meal periods, or times before or after clocking in for work. Employees may not use CFX email addresses to register on social networks, blogs or other online tools utilized for personal use.

CONSENT AGENDA ITEM

#6

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: **May 24, 2016**

RE: **Addendum to Amended Agreement for Appraisal Services for:**
Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

Approval of an Addendum to Amended Agreement for Appraisal Services by Bullard, Hall & Adams, Inc. ("Appraiser") to perform appraisal services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (the "Wekiva Projects") is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Amended Agreement For Appraisal Services is attached for your review.

BACKGROUND/DESCRIPTION

On January 22, 2014, the Appraiser entered into an addendum to amended agreement to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects (the "Agreement"). The original contract price was limited to $100,000.00 (the "upset limit"). The Appraiser has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Appraiser will reach the $100,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional $100,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by WHWW.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to the Amended Agreement for Appraisal Services and authorize execution of the Addendum. This Second Addendum was recommended for Board approval on May 25, 2016.
Addendum Value: $100,000.00.

ATTACHMENT:

Addendum to Amended Agreement for Appraisal Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

ATTACHMENT:

Addendum to Amended Agreement for Appraisal Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

Reviewed by: Joseph Flannigan

SECOND ADDENDUM TO AMENDED AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS AGREEMENT is effective this ___ day of _____, 2016, by and between Winderweedle, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Bullard, Hall & Adams, Inc. ("Appraiser"), whose business address is 1144 Pelican Bay Drive, Daytona Beach, Florida 32119.

WHEREAS, the Appraiser and Client have entered into an agreement for appraisal services dated October 24, 2012 and an addendum to the amended agreement for appraisal services dated January 22, 2014; and

WHEREAS, pursuant to the terms set forth in the Addendum to the Amended Agreement for Appraisal Services dated January 22, 2014, payments made to the Appraiser shall not exceed an upset limit of One Hundred Thousand Dollars ($100,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the One Hundred Thousdand Dollar ($100,000.00) upset limit; and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he or she is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 – Upset Limit is increased by One Hundred Thousand Dollars ($100,000.00)

All payments made pursuant to this Second Addendum to the Amended Agreement for Appraisal Services dated October 24, 2012, shall not exceed a total of One Hundred Thousand Dollars ($100,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Second Addendum and to notify the Client prior to reaching the One Hundred Thousand Dollar ($100,000.00) upset limit.

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ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Amended Agreement for Appraisal Services dated October 24, 2012.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

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

_____
Witness Signature

By: _____
James Edward Cheek, III, Esquire
Legal Counsel to the Central Florida Expressway Authority

_____
Printed Name

_____
Witness Signature

_____
Printed Name

BULLARD, HALL & ADAMS, INC.

_____
Witness Signature

By: _____
David K. Hall, President

_____
Printed Name

_____
Witness Signature

_____
Printed Name

CONSENT AGENDA ITEM

#7

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: **May 24, 2016**

RE: **Addendum to Agreement for Engineering Expert Witness Services for:**
Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206
S.R. 408 Widening, 408/417 Interchange Project 408-253f

Approval of an Addendum to Agreement for Engineering Expert Witness Services by Donald W. McIntosh Associates, Inc. ("Engineer") to perform engineering expert witness services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (the "Wekiva Projects) is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Agreement For Engineering Expert Witness Services is attached for your review.

BACKGROUND/DESCRIPTION

On April 23, 2014, the Engineer entered into an agreement to provide pre-litigation and litigation engineering expert witness services for the Wekiva Projects and the 408/417 Interchange Project 408-253f (the "Agreement"). The original contract price was limited to $200,000.00 (the "upset limit"). The Engineer has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Engineer will reach the $200,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional $150,000.00. The increase is necessary to allow the Engineer to continue to provide pre-condemnation consultation services, engineering services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by the WHWW.

REQUESTED ACTION

This Addendum was approved by the Right of Way Committee on May 25, 2016. It is respectfully requested that the Board approve the terms of the Third Addendum to Agreement for Engineering Expert Witness Services and authorize execution of the Addendum.
Addendum Value: $150,000.00.

ATTACHMENTS:

Third Addendum to Agreement for Engineering Expert Witness Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 and S.R. 408 Widening, 408/417 Interchange Project 408-253f

Reviewed by: Joseph J Lassiatore

THIRD ADDENDUM TO AGREEMENT FOR ENGINEERING EXPERT WITNESS SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206 AND S.R. 408 WIDENING, 408/417 INTERCHANGE PROJECT 408-253F

THIS AGREEMENT is effective this ___ day of _____, 2016, by and between Winderweedle, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Donald W. McIntosh Associates, Inc. ("Engineer"), whose business address is 2200 Park Avenue North, Winter Park, Florida 32789.

WHEREAS, the Engineer and Client have entered into an agreement for engineering expert witness services dated October 24, 2012 and a second addendum to the agreement for engineering expert witness services dated April 23, 2014; and

WHEREAS, pursuant to the terms set forth in the Second Addendum to Agreement for Engineering Expert Witness Services dated April 23, 2014, payments made to the Engineer shall not exceed an upset limit of Two Hundred Thousand Dollars ($200,000.00) without an addendum; and

WHEREAS, the Engineer has notified the Client that the Engineer will reach the Two Hundred Thousand Dollars ($200,000.00) upset limit; and

WHEREAS, the Client desires that the Engineer continue to furnish it with engineering expert witness services, and the Engineer represents that he or she is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Engineer, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 – Upset Limit is increased by One Hundred Thousand Dollars ($150,000.00)

All payments made pursuant to this Third Addendum to the Agreement for Engineering Expert Witness Services dated October 24, 2012, shall not exceed a total of One Hundred Fifty Thousand Dollars ($150,000.00). It shall be the responsibility of the Engineer to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Fifty Thousand Dollar ($150,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Agreement for Engineering Expert Witness Services dated October 24, 2012.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

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

By: _____
James Edward Cheek, III, Esquire
Legal Counsel to the Central Florida Expressway Authority

_____
Witness Signature

_____
Printed Name

_____
Witness Signature

_____
Printed Name

DONALD W. MCINTOSH ASSOCIATES, INC.

_____
Witness Signature

By: _____
Donald W. McIntosh, President

_____
Printed Name

_____
Witness Signature

_____
Printed Name

CONSENT AGENDA ITEM

#8

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: **May 24, 2016**

RE: **Addendum to Amended Agreement for Appraisal Services for:**
Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

Approval of an Addendum to Amended Agreement for Appraisal Services by Durrance & Associates, P.A. ("Appraiser") to perform appraisal services for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (the "Wekiva Projects) is sought from the Central Florida Expressway Authority Board ("Board"). A copy of the proposed Addendum to Amended Agreement For Appraisal Services is attached for your review.

BACKGROUND/DESCRIPTION

On October 23, 2013, the Appraiser entered into an agreement to provide pre-litigation and litigation appraisal services for the Wekiva Projects (the "Agreement"). The original contract price was limited to $150,000.00 (the "upset limit"). The Appraiser has notified Winderweedle, Haines, Ward & Woodman, P.A. ("WHWW") that the Appraiser will reach the $150,000.00 upset limit. Approval of the attached Addendum will increase the upset limit by an additional $150,000.00. The increase is necessary to allow the Appraiser to continue to provide pre-condemnation consultation services, appraisal services and litigation support services for the Wekiva Projects. All invoices submitted pursuant to the contract shall be reviewed for accuracy by the WHWW.

REQUESTED ACTION

It is respectfully requested that the Board approve the terms of the Second Addendum to Amended Agreement for Appraisal Services and authorize execution of the Addendum. This Second Addendum was recommended for approval by the Right of Way Committee on May 25, 2016.

Addendum Value: $150,000.00.

ATTACHMENT:

Second Addendum to Agreement for Engineering Expert Witness Services for Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206

Reviewed by: Joseph Passiatore

SECOND ADDENDUM TO AMENDED AGREEMENT FOR APPRAISAL SERVICES FOR WEKIVA PARKWAY PROJECTS 429-202, 429-203, 429-204, 429-205 AND 429-206

THIS AGREEMENT is effective this ____ day of _____, 2016, by and between Winderweedle, Haines, Ward & Woodman, P.A. ("Client"), whose business address is 329 Park Avenue North, Second Floor, Winter Park, Florida 32789 and Durrance & Associates, P.A. ("Appraiser"), whose business address is 300 S. Hyde Park Avenue, Suite 201, Tampa, Florida 33606.

WHEREAS, the Appraiser and Client have entered into an amended agreement for appraisal services dated January 23, 2013 and an addendum to the amended agreement for appraisal services dated October 23, 2013; and

WHEREAS, pursuant to the terms set forth in the Addendum to the Amended Agreement for Appraisal Services dated October 23, 2013, payments made to the Appraiser shall not exceed an upset limit of Two Hundred Thousand Dollars ($200,000.00) without an addendum; and

WHEREAS, the Appraiser has notified the Client that the Appraiser will reach the Two Hundred Thousand Dollar ($200,000.00) upset limit; and

WHEREAS, the Client desires that the Appraiser continue to furnish it with appraisal services, and the Appraiser represents that he or she is fully qualified to perform such services and will furnish such services personally;

NOW, THEREFORE, the Client and the Appraiser, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE 1 – Upset Limit is increased by One Hundred Fifty Thousand Dollars ($150,000.00)

All payments made pursuant to this Addendum to the Amended Agreement for Appraisal Services dated January 23, 2013, shall not exceed a total of One Hundred Fifty Thousand Dollars ($150,000.00). It shall be the responsibility of the Appraiser to monitor the total of all payments pursuant to this Addendum and to notify the Client prior to reaching the One Hundred Fifty Thousand Dollar ($150,000.00) upset limit.

[The remainder of this page left blank intentionally]

ARTICLE 2 - Payment

Payment for all other services shall be made in accordance with the Amended Agreement for Appraisal Services dated January 23, 2013.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective as of the date set forth above.

Attest:

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

_____
Witness Signature

By: _____
James Edward Cheek, III
Legal Counsel to the Central Florida Expressway Authority

_____
Printed Name

_____
Witness Signature

_____
Printed Name

DURRANCE & ASSOCIATES, P.A.

_____
Witness Signature

By: _____
Chad G. Durrance, President

_____
Printed Name

_____
Witness Signature

_____
Printed Name

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: **May 24, 2016**

RE: **S.R. 429 Wekiva Parkway, Project 429-204; Parcels 262, 266 and 866 - Recommendation for Board Approval for Settlement of Attorney's Fees**

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of attorney's fees for the representation of Ryan Ackley ("tenant"), incurred in Parcels 262, 266 and 866 (the "Taking" or "Property") for the construction of the S.R. 429 Wekiva Parkway, Project 429-204.

DESCRIPTION and BACKGROUND:

Parcel 262 is the subject of a separate memorandum submitted by the law firm of Shutts and Bowen. Warren and Wendy Ackley (the "Ackleys") have an easement interest in Parcel 266 for access purposes.

Parcel 266 involves a partial taking of 4.707 acres of land from a 5.157 acre property, leaving a .450 acre remainder. **Parcel 866** is a permanent easement over 600 square feet of property. The subject is located along Plymouth Sorrento Road in unincorporated Orange County, and is improved with a 2,750 square foot residence, as well as a mobile home. The property was owned by Warren and Wendy Ackley, and the mobile home was owned by the Ryan Ackley, a tenant on the property.

The Board approved a settlement in this case in the amount of $726,770.00 on June 11, 2015. Included within that settlement was a payment of attorneys fees to Kurt Bauerle from the law firm of Harris Harris Bauerle Ziegler & Lopez, P.A., for Mr. Bauerle's representation of Warren and Wendy Ackley. The attorney fee payment in the amount of $55,770, was based on the statutory betterment between the amount of the first offer to Warren and Wendy Ackley and the final settlement amount. This amount did not include attorneys fees for representation of the tenant.

At the time of the settlement approval, Mr. Bauerle's attorneys fees for his representation of Ryan Ackley were not included in the settlement proposal. This attorney fee information was

not received until after settlement approval. Mr. Bauerle is requesting $9,750 for his representation of Ryan Ackley's tenancy interest and interest in the mobile home (as well as his Parcel 262 representation discussed below). The value of the mobile home was not included in the first offer, and was valued in a letter addendum for $29,000.

In addition, Mr. Bauerle represented the Ackleys' interest in Parcel 262, the settlement of which is before this Committee under a separate memorandum prepared by the law firm of Shutts and Bowen. The Ackleys were the owners of an easement interest for cross-access purposes in Parcel 262. Compensation for easement interests are generally determined in post-judgment apportionment proceedings, for which attorneys fees are provided under Section 73.092(2), Florida Statutes, which awards attorneys fees based on factors such as time and effort put into the case (as opposed to betterment). Mr. Bauerle negotiated a resolution with the Landowners' counsel in Parcel 262 regarding the Ackleys' easement interest, thus eliminating the need for an apportionment hearing on this issue.

Mr. Bauerle has agreed to accept the $9750.00 in fees for his representation of both the tenant in Parcel 266 and the Ackleys in Parcel 262.

Counsel has reviewed the amount sought by Mr. Bauerle and believes it to be reasonable.

RECOMMENDATION:

The proposed settlement was recommended for Board approval by the Right of Way Committee on May 25, 2016. We respectfully request that this Board's approval of the proposed attorney fee payment in the amount of $9,750.00 to Kurt Bauerle to compensate him for his services in representing the tenant, Ryan Ackley, in Parcels 266 and 866 and for the Ackleys' easement interests in Parcel 262.

ATTACHMENTS:

Sketch of Subject Property
Order of Taking, including Sketch, on Parcel 262

Reviewed by: Joseph Flannigan

LEGAL DESCRIPTION

PARCEL 266
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3815, PAGE 1298 AND OFFICIAL RECORDS BOOK 4694, PAGE 1298, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 990.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 337.86 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SOUTHEAST 1/4; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD AND THE POINT OF BEGINNING; THENCE, DEPARTING SAID EXISTING WEST LINE, CONTINUE SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1308.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE, DEPARTING SAID SOUTH LINE, NORTH 00°17'04" EAST ALONG SAID WEST LINE A DISTANCE OF 337.93 FEET TO A POINT ON THE NORTH LINE OF THE NORTH 337.86 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE, DEPARTING SAID WEST LINE, NORTH 89°08'49" EAST ALONG SAID NORTH LINE A DISTANCE OF 96.06 FEET; THENCE, DEPARTING SAID NORTH LINE SOUTH 59°23'50" EAST A DISTANCE OF 183.70 FEET; THENCE, NORTH 59°36'28" EAST A DISTANCE OF 126.25 FEET; THENCE, NORTH 81°45'02" EAST A DISTANCE OF 261.15 FEET TO A POINT ON THE WEST LINE OF THE EAST 715.21 FEET OF SAID NORTH 337.86 FEET; THENCE, DEPARTING SAID NORTH LINE, SOUTH 00°01'26" EAST ALONG SAID WEST LINE A DISTANCE OF 317.89 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°08'49" EAST A DISTANCE OF 685.28 FEET TO A POINT ON SAID EXISTING WEST RIGHT OF WAY LINE; THENCE, SOUTH 00°01'26" EAST ALONG SAID EXISTING WEST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

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

CONTAINING 4.707 ACRES, MORE OR LESS.

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

RUSSELL J. MARKS, PSM NO. 5623 — 1/06/15 DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 1/05/15	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 3

LEGAL DESCRIPTION

PARCEL 866
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3815, PAGE 1298 AND OFFICIAL RECORDS BOOK 4694, PAGE 1298, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

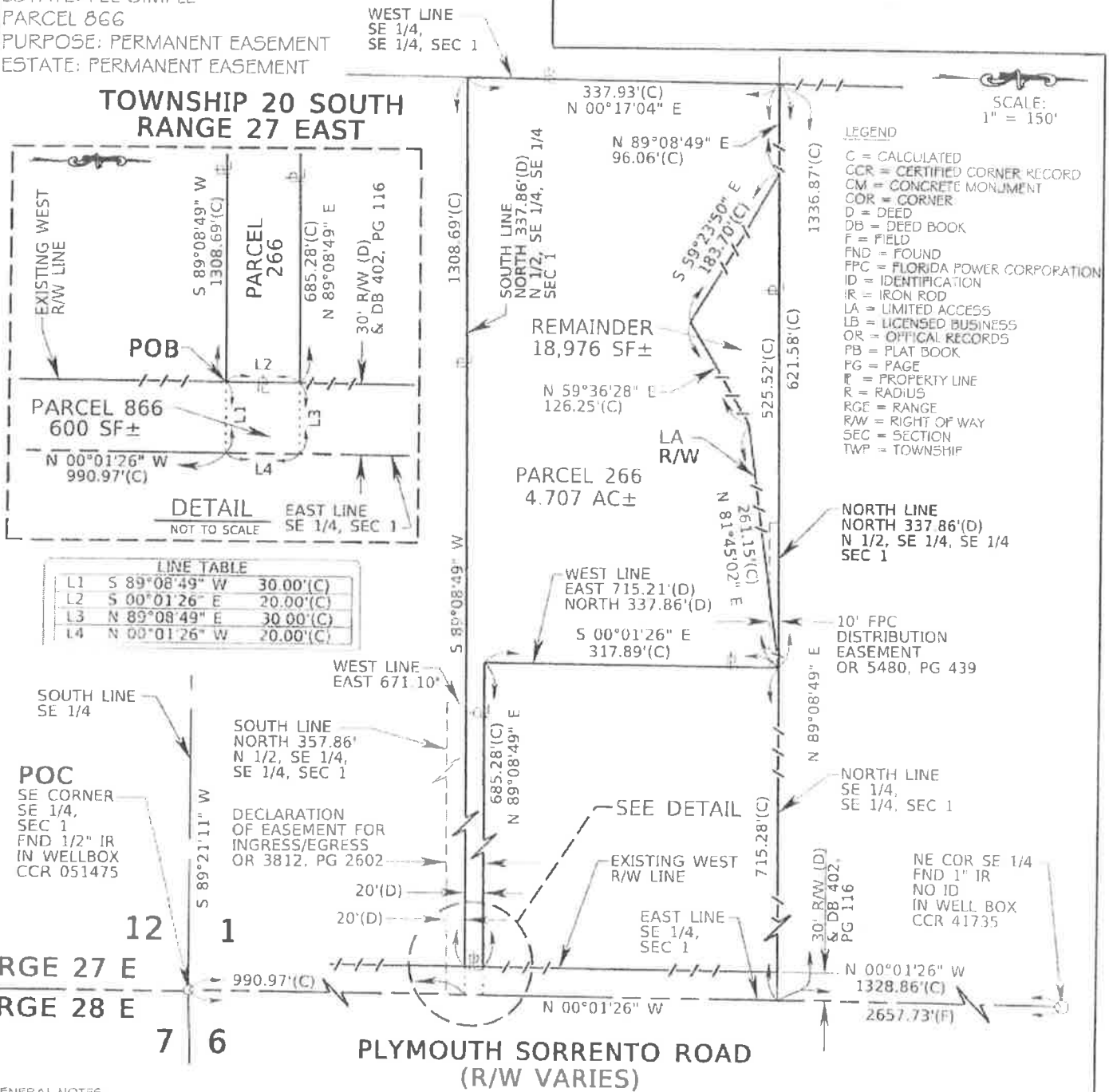
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST (A 1/2" IRON ROD IN WELLBOX AS NOW EXISTS); THENCE, NORTH 00°01'26" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4, A DISTANCE OF 990.97 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 337.86 FEET OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF PLYMOUTH SORRENTO ROAD AND THE POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTH LINE , NORTH 00° 01'26" WEST ALONG SAID EXISTING WEST LINE A DISTANCE OF 20.00 FEET; THENCE, DEPARTING SAID EXISTING WEST LINE, NORTH 89°08'49" EAST A DISTANCE OF 30.00 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST 1/4; THENCE, SOUTH 00°01'26" EAST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE, DEPARTING SAID EAST LINE, SOUTH 89°08'49" WEST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429		
DESIGNED BY: RJM	DATE: 1/05/15	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422 0353 LICENSED BUSINESS NO. 6839	REVISIONS
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 3

SKETCH OF DESCRIPTION

PARCEL 266
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE
PARCEL 866
PURPOSE: PERMANENT EASEMENT
ESTATE: PERMANENT EASEMENT



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 3, 2013, ORDER NO 4380360 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 1/05/15	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 3 OF 3

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

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

Petitioner,

v.

HAFEEZ R. ALI, et al.,

Respondents.

FILED IN OPEN COURT 4-8-15
Clerk, Cir. Ct., Orange Co.
By

CASE NO.: 2015-CA-001150-O

Parcel 262

Subdivision 39

ORDER OF TAKING AS TO PARCEL 262

THIS CAUSE came on to be heard by the Court, and it appearing that proper notice was first given to all Respondents and to all persons having or claiming any equity, lien, or other interest in or to the real property described in the Petition that the Petitioner would apply to this Court on the 8th day of April, 2015, for an Order of Taking, and the Court being fully advised in the premises, upon consideration, it is therefore:

ORDERED AND ADJUDGED:

1. That this Court has jurisdiction of this action, of the subject property, and the parties to this cause.

2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority.

3. That the Declaration of Taking filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.

DOC # 20150177430 B: 10901 P: 9347
04/10/2015 10:33 AM Page 1 of 6
Rec Fee: $0.00
Deed Doc Tax: $0.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ret To: ORANGE COUNTY CLERK OF COURT
ERECORD

4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, the right, title or interest specified in the Petition as described herein shall vest in the Petitioner, as attached as **Exhibit "A."**

5. That the good faith deposit amount to be deposited in the Registry of the Court within twenty (20) days is **ONE HUNDRED SEVENTY-FIVE THOUSAND, ONE HUNDRED SEVENTY AND NO/100 DOLLARS ($175,170.00)** consisting of the good faith deposit amount of $175,000, plus a $170.00 clerk's fee.

6. That the deposit of money will secure the persons lawfully entitled to compensation, as will be determined ultimately by final judgment of the Court, or otherwise settled.

7. That the Court reserves jurisdiction to enforce the terms of this Order of Taking.

DONE AND ORDERED in Orlando, Orange County, Florida this 8 day of April, 2015.

JOHN MARSHALL KEST
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this 8th day of April, 2015, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorneys/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

Judicial Assistant

SERVICE LIST
PARCEL 262

David A. Shontz, Esq.
dshontz@shutts.com
Harold E. Morlan III, Esq
hmorlan@shutts.com
SHUTTS & BOWEN LLP
Secondary E-Mail: tmartin@shutts.com; mfarmer@shutts.com
Attorneys for Petitioner, Central Florida Expressway Authority

David W. Holloway, Esq.
David W. Holloway, PA
david@dwhpa.com
pleadings@dwhpa.com
Attorneys for Respondents, Hafeez R. Ali and Vonney Roberts

Bruce C. Crawford, Esq.
Manny Vilaret, Esq.
Crawford & Owen, P.A.
Bruce.Crawford@cohlaw.com
manny.vilaret@cohlaw.com
Attorneys for Respondent, Duke Energy Florida, Inc., f/k/a Florida Power Corporation

Gordon H. Harris, Esq.
Kurtis T. Bauerle, Esq.
Harris Harris Bauerle Sharma
stumpy@hhbslaw.com
kurt@hhbslaw.com
evelyn@hhbslaw.com
diane@hhbslaw.com
Attorneys for Respondent, Project Orlando, LLC

Gordon H. Harris, Esq.
Kurtis T. Bauerle, Esq.
Harris Harris Bauerle Sharma
stumpy@hhbslaw.com
kurt@hhbslaw.com
evelyn@hhbslaw.com
diane@hhbslaw.com
Attorneys for Respondents, Warren M. Ackley and Wendy Ann Lindsey Ackley, f/k/a Brenda Ann Lindsey Ackley

Dora F. Kaufman, Esq.
Jessica B. Reyes, Esq.
Liebler, Gonzalez & Portuondo
service@lgplaw.com
Attorneys for Respondent, Beal Bank, SSB

Michael A. Paasch, Esq.
Mateer & Harbert, P.A.
mpaasch@mateerharbert.com
ndarville@mateerharbert.com
Attorneys for Scott Randolph, Orange County Tax Collector

PSP/MRC Debt Portfolio S-1, L.P.,
a Delaware limited partnership
c/o THE CORPORATION TRUST COMPANY, Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Unknown Beneficiaries
Address Unknown

Unknown Tenants and Other Parties in Possession
Address Unknown

Unknown Parties with Interest in the Property
Address Unknown

ORLDOCS 13963209 1

LEGAL DESCRIPTION

PARCEL 262
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8615, PAGE 4918, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS THE NORTH 337.86 FEET THEREOF AND ALSO LESS THE EAST 30.00 FEET FOR ROAD PURPOSES.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1 NORTH 00 DEGREES 07'20" WEST 663.42 FEET; THENCE SOUTH 89 DEGREES 10'25" WEST 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 00 DEGREES 07'20" WEST 326.54 FEET; THENCE SOUTH 89 DEGREES 03'09" WEST 639.36 FEET; THENCE SOUTH 00 DEGREES 02'02" WEST 325.39 FEET; THENCE NORTH 89 DEGREES 10'25" EAST 640.23 FEET TO THE POINT OF BEGINNING."

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

CONTAINING 4.786 ACRES, MORE OR LESS.

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

RUSSELL J. MARKS, PSM NO. 5623 — DATE 12/18/13

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 1 OF 2

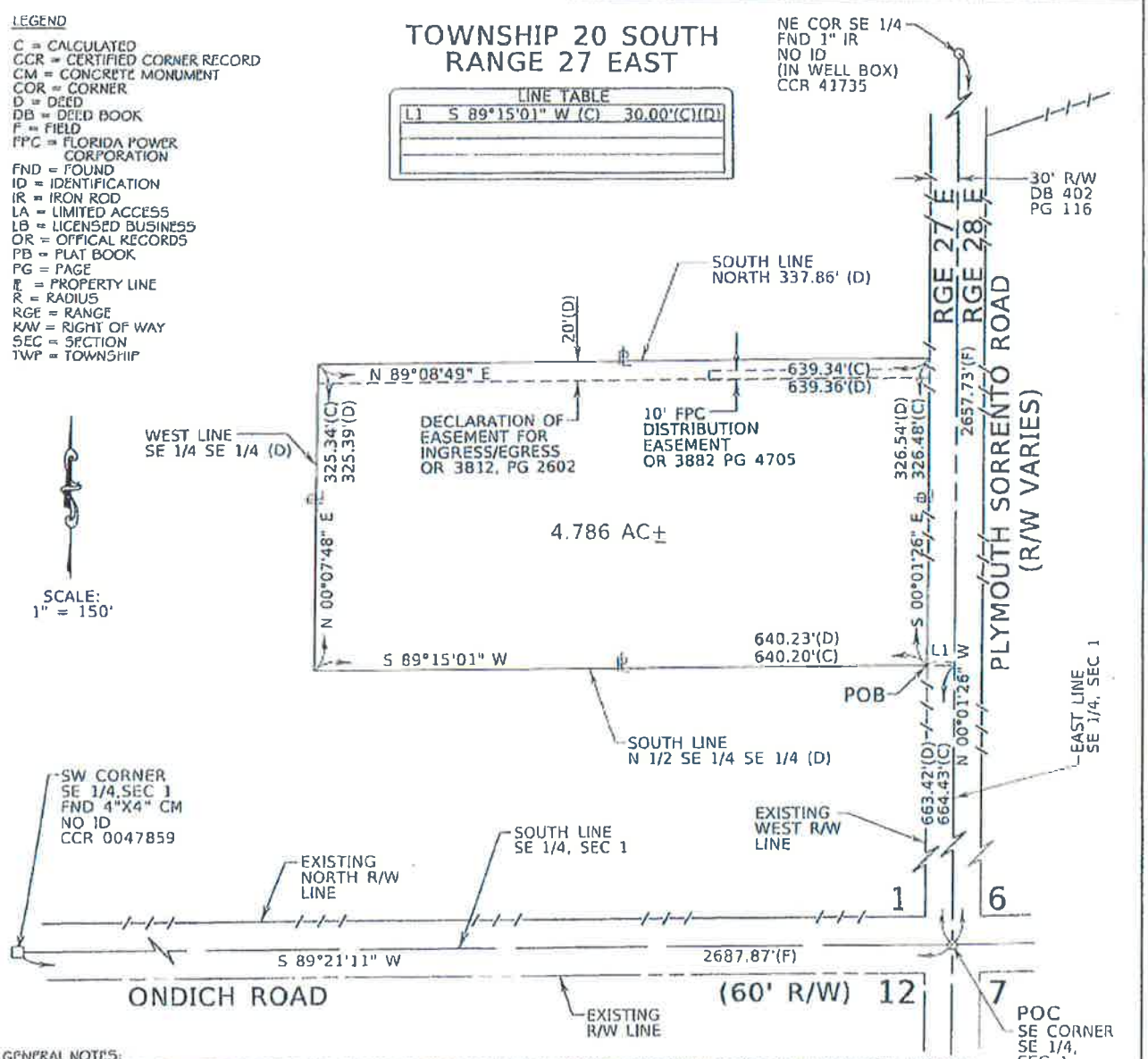
EXHIBIT "A"

SKETCH OF DESCRIPTION

PARCEL 262
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
D = DEED
DB = DEED BOOK
F = FIELD
FPC = FLORIDA POWER CORPORATION
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PB = PLAT BOOK
PG = PAGE
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP



GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857129 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 2 OF 2

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Board Members

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: May 26, 2016

SUBJECT: Request for Release of Phosphate, Minerals, and Metals and Petroleum Rights on Property located at the Northeast Corner of S.R. 408 and Chickasaw Trail
Address: 401 N. Chickasaw Trail, Orlando, Florida 32810
Project 101 (East-West Expressway), Surplus Parcel #1-141
Owner: Chickasaw Property, LLC
Size of Land: 4.175 acres

BACKGROUND INFORMATION

Chickasaw Property, LLC, has requested a release of rights over the "phosphate, minerals, metals or petroleum," hereinafter "Mineral Rights," that may be in, on, or under property that was originally conveyed by the Central Florida Expressway Authority's predecessor, the Orlando-Orange County Expressway Authority, as surplus property. The property is located at the northeast corner of S.R. 408 and Chickasaw Trail. It was conveyed in June 1997 via Special Warranty Deed recorded at O.R. Book 5275, page 264, which Deed did not make any mention of whether Mineral Rights were conveyed or reserved.

As described in the attached letter, counsel for Chickasaw Property asserts that the parties never intended the Mineral Rights to be excluded from the conveyance. In the event that CFX decides not to release the Mineral Rights, Chickasaw Property may seek to pursue other legal remedies to remove the reservation of Mineral Rights from its title.

ANALYSIS

Section 270.11(1), Florida Statutes, allows an agency of the State to choose not to reserve Mineral Rights in land that it conveys. Similarly, Section 270.11(3) authorizes agencies of the State to sell or release Mineral Rights upon petition by the purchaser with a statement justifying the reasons for such sale or release.

REQUESTED ACTION

Board approval is requested to approve Chickasaw Property's request for release of phosphate, minerals, metals and petroleum rights in, on and under the property located at the northeast corner of S.R.408 and Chickasaw Trail conveyed via Special Warranty Deed recorded at O.R. Book 5275, page 264, contingent upon the execution of a Release from Chickasaw Property, LLC, of any claims connected with or arising from the sale of the surplus property.

The Right of Way Committee recommended approval on May 25, 2016.

Project 101 (East-West Expressway), Surplus Parcel #1-141
Owner: Chickasaw Property, LLC

Attachments: Proposed Release of Mineral Rights to be executed by CFX
Proposed Release of Claims to be executed by Chickasaw Property, LLC
Letter from Steve Gray, Esq., without Attachments

Reviewed by: Joseph L. Passiatore
Joseph L. Passiatore, General Counsel

Prepared by:
Paul Stanley West, Esq.
Attorney & Counselor at Law
c/o Clayton & McCulloh, P.A.
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

RELEASE AFFIDAVIT

Before me, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the Central Florida Expressway Authority, ("Affiant"), by and through its undersigned authorized signatory, who states that:

1. Affiant is successor to the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, pursuant to Section 348.753(2)(a), Florida Statutes.

2. Affiant, by and through its undersigned authorized signatory, for and in consideration of the sum of ($10.00) TEN and 00/100 DOLLARS and other valuable consideration, in hand this day paid, the receipt and sufficiency of which is hereby acknowledged, hereby releases any and all reservations, right and title it might have pursuant to Section 270.11(1), Florida Statutes, in all the phosphate, minerals, metals and petroleum that may be in, on, or under the land described in that certain Special Warranty Deed executed on or about June 9, 1997 by Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, as Grantor, to E.G. Banks, Grantee, recorded on or about June 17, 1997 in Official Records Book 5275, at Pages 264 through 266, inclusive, of the Public Records of Orange County, Florida.

3. All recording references set forth herein are to the Public Records of Orange County, Florida, unless otherwise noted.

4. This Release Affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Community Association Title, Inc. and Old Republic National Title Insurance Company to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein.

5. This Release Affidavit was approved by the Board of the Central Florida Expressway Authority after a public hearing duly advertised regarding the foregoing.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the date first above written.

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

ATTEST:

By: _____
Welton Cadwell, Chairman

_____
Darleen Mazzillo, Executive Secretary

Date: _____, 2016

APPROVED AS TO FORM AND LEGALITY for the use and reliance by the Central Florida Expressway Authority only.

By: _____

STATE OF FLORIDA)
COUNTY OF _____)

RELEASE

BEFORE ME, the undersigned authority, personally appeared _____, as _____ of Chickasaw Property, LLC, a Florida limited liability company, authorized to do business in the State of Florida ("Affiant"), who after being first duly sworn, deposes and says upon oath as follows:

1. Affiant is the owner of property located at S.R. 408 with frontage on Chickasaw Trail that was sold by the Orlando-Orange County Expressway Authority as surplus property on or about June 9, 1997, via Special Warranty Deed recorded at O.R. Book 5275, page 264 ("the Property"). Affiant acquired the property on or about ____ via _____.

2. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Affiant, on behalf of itself and on behalf of all and each of the heirs, executors, administrators, successors and assigns (hereinafter referred to as "Releasors") hereby remise, release, acquit, satisfy, and discharge the Central Florida Expressway Authority and its predecessor the Orlando-Orange County Expressway Authority, including its officials, board members, directors, attorneys, agents, servants, employees, successors, and assigns, of and from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, insurance policies, agreements, damages, judgments, executions, claims, demands, prejudgment interest, litigation costs, attorneys' fees, and any and all other claims of every kind, nature and description whatsoever, known or unknown, suspected or unsuspected, arising or alleged to have arisen, whether in law or in equity, whether past, present or in the future, which Affiant ever had, now has, or which any successor, heir or assign of Affiant, hereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, in any way connected with or arising from the sale of the Property on or about June 9, 1997.

_____
Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2016, by _____ (*name of person*), as _____ (*type of authority*) for _____ (*name of party*) who took an oath and is (circle one) personally known to me or provided the following documentation: _____.

_____
Signature of Notary Public - State of Florida.

_____
Print or Stamp Name of Notary Public

Clayton & McCulloh
ATTORNEYS AT LAW
www.clayton-mcculloh.com

PAUL S. WEST
Attorney & Counselor at Law
pswest@clayton-mcculloh.com

Clayton & McCulloh, P. A.
Servicing 25 Counties
Respond to: Orlando Office

April 4, 2016

Linda Brehmer Lanosa, Esq.
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Phone: (407) 690-5000
Direct: (407) 690-5382
FAX: (407) 690-5034
E-Mail: Linda.Lanosa@CFXWay.com

Re: Request for Release of phosphate, minerals, metals and petroleum rights

Ms Lanosa:

As we have discussed over the phone, please accept this e-mail with attachments as our official request that the Central Florida Expressway Authority, successor to the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, pursuant to Section 348.753(2)(a), Florida Statutes, (hereafter "Authority") execute the attached Release (Exhibit "A").

The Request:
As mentioned above, we are requesting that the Authority execute the attached Release (Exhibit "A").

The Issue:
Section 270.11(1), Florida Statutes states: "(1) *Unless the applicable agency chooses not to reserve such interest and except as otherwise provided by law, in all contracts and deeds for the sale of land executed by the Board of Trustees of the Internal Improvement Trust Fund or by any local government, water management district, or other agency of the state, there shall be reserved for such local government, water management district, other agency of the state, or the board of trustees and its successors an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said land with the privilege to mine and develop the same.*"

On June 9, 1997, the Orlando-Orange County Expressway Authority, a public corporation of the State of Florida, as Grantor, executed that certain Special Warranty Deed to E.G. Banks, Grantee, said deed being recorded on June 17, 1997 in Official Records Book 5275, at Pages 264 through 266, inclusive, of the Public Records of Orange County, Florida, (hereafter "The Deed") conveying the following described property, to wit:

Commence at the Northwest corner of the Southwest ¼ of said Section 25; thence S 89°58'40" E along the North line of said Southwest ¼ for 50.00 feet; thence S 00°22'48" E for 450.82 feet to the Northwesterly Limited Access right of way line of the East-West Expressway (State Road No. 408) as shown on the right of way map for Project 75008-6410-101; thence N 35°09'44" E along said Limited Access right of way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East right of way line of Chickasaw Trail as shown on said right of way map for Project 75008-6410-101; thence N 04°55'29" W along said East right of way line for 573.98 feet; thence N 05°16'13" W along said East right of way line 74.58 feet; thence N 79°21'22" E for 386.56 feet; thence S 10°38'38" E for 254.02 feet to said Northwesterly Limited Access right of way line; thence S 38°23'36" W along said Northerly Limited Access right of way line for 596.93 feet to the POINT OF BEGINNING.
Containing 4.175 acres, more or less.
also known as
Commence at the Northwest corner of the Southwest ¼ of said Section 25; thence S 89°58'40" E along the North line of said Southwest ¼ for 50.00 feet; thence S 00°22'48" E for 450.82 feet to the Northwesterly Limited Access right of way line of the East-West Expressway (State Road No. 408) as shown on the right of way map for Project 75008-8410-101; thence N 35°09'44" E along said Limited Access right of way line for 176.67 feet to the POINT OF BEGINNING, said point lying on the East right of way line of Chickasaw Trail as shown on said right of way map for Project 75008-8410-101; thence N 04°55'29" W along said East right of way line for 573.98 feet; thence N 05°16'13" W along said East right of way line 74.58 feet; thence N 79°21'22" E for 386.58 feet; thence S 10°38'38" E for 254.02 feet to said Northwesterly Limited Access right of way line, thence S 38°23'36" W along said Northwesterly Limited Access right of way line for 598.93 feet to the POINT OF BEGINNING
(hereafter "Property").

Inasmuch as the applicable agency, (i.e. the Authority) failed to express their choice not to specifically reserve, in the Deed, their interest in and to "phosphate, minerals, metals and/or petroleum" rights in the Property, this interest continues to cloud the title to the Property. My client, Chickasaw Properties, LLC, successor in interest to E.G. Banks, cannot sell the Property free of this cloud without the recordation of the Authority's Release of these rights.

The Argument(s):
I. **While provided by statute, it was never the intent of the Authority to reserve this statutory interest in the property sold via public sale.**

A. I have thoroughly reviewed the public records file delivered to the undersigned on or about February 9, 2016 by Ms Vicki McElroy, Central Florida Expressway Authority Public Records, over the Authority's public sale of "Parcel 101-141." Nowhere in this exhaustive file is there mention of the Authority's intent to reserve these "phosphate, minerals, metals and/or petroleum" rights in the Property.

II. **Documentation regarding the Authority's approval of offering of Property for public sale**: All aspects of the approval process demonstrate that the Authority determined that the Property constituted "Surplus" property to be sold at public sale.

B. After over a year of exploration and study, it was determined that the Property constituted "Surplus" property and would be offered for public sale. [see attached letter from Harold Worrall, Executive Director of the Authority, dated 12/13/1996, whereby it was noted

that the Right-of-Way Committee agreed with the staff proposal and recommended that the Authority declare the Property to be surplus property and allow it to be sold by public sale in accordance with established procedures (copy of letter is attached hereto as Exhibit "B").]

C. The Authority sought approval of the public sale from the Department of Transportation (hereafter the "Department"). [see attached letter from Harold Worrall, Executive Director of the Authority, dated 12/30/1996 (copy of letter dated 12/20/1996 is attached hereto as Exhibit "C").]

D. The engineering firm engaged by the Authority reported that the Property "is surplus and **IS NOT NEEDED FOR THE OPERATION OF THE SYSTEM** [emphasis added]." [see attached letter from Mike R. Bierma, P.E., GEC Program Director of the engineering firm of Post, Buckley, Schuh & Jernigan, Inc., dated 1/14/1997 (copy of letter dated 1/14/1997 is attached hereto as Exhibit "D").]

E. District General Counsel of the Department concurred "in the surplus sale of the subject land. [see attached letter from George S. Lovett, Esq., District General Counsel of the Department, dated 3/10/1997 (copy of letter dated 3/10/1997 is attached hereto as Exhibit "E").]

III. **Documentation regarding the sale**: All aspects of the sale demonstrate that the Authority always intended to deliver 'clean' title and never intended to retain residual "phosphate, minerals, metals and/or petroleum" rights in the Property.]

F. From the very onset of marketing the public sale of the Property, the Authority informed the public that "Title shall be conveyed by special warranty deed." [see attached Legal Notice of Sale of Surplus Property as advertised in The Orlando Sentinel on 4/9/1997 (copy of legal notice is attached hereto as composite Exhibit "F").]

G. The form required by the Authority for the public to submit sealed bids provides for, inter alia, the following: a) the bidder to select whether or not title insurance is being requested; b) the disclosure that closing is to take place at the law office of Broad and Cassel, presumably the agent for the Authority [see attached 'Sealed Bid for Excess Property' submitted by the successful bidder of the Property, dated 4/24/1997 (copy of Sealed Bid is attached hereto as Exhibit "G").]

H. The buyer's attorney submitted to the Authority's attorney a cashier's check for $162,306.20 to consummate the closing and to authorize the same to be disbursed ... "... in accordance with First American Title Insurance Company Commitment #97.01464." indicating buyer's legal counsel's reliance upon same [see attached letter from Marvin L. Beaman, Jr., Esq., buyer's legal counsel, to Broad and Cassel, attorneys for Authority, dated 6/10/1997 (copy of letter dated 6/10/1997 is attached hereto as Exhibit "H").]

I. The title insurance commitment referenced in Paragraph (H) hereinabove, and issued by Authority's legal counsel, committed to insure the title without making any mention of the Authority's intent to retain these "phosphate, minerals, metals and/or petroleum" in the Property [see attached First American Title Insurance Company Commitment #97.01464, dated 6/3/1997 (copy of title commitment is attached hereto as Exhibit "I").]

J. The Authority, by and through A. Wayne Rich, "Chairman of the Orlando-Orange County Expressway Authority" executed an Affidavit to "induce the Buyer to purchase the Property" wherein he affirmed under oath, inter alia, the following: "I do not know of ... any other lien or encumbrance of any kind or nature whatsoever which constitutes a lien, charge or encumbrance on the Property ..." [see attached Owner's Affidavit dated 6/9/1997 (copy of

affidavit dated 6/9/1997 is attached hereto as Exhibit "J").]

K. The Authority, by and through A. Wayne Rich, "Chairman of the Orlando-Orange County Expressway Authority" executed that certain Special Warranty Deed dated 6/9/1997, and recorded in Official Records Book 5275, at Page 264, of the Public Records of Orange County, Florida, whereby the Authority affirmed under oath, inter alia, the following: "... the Grantor [i.e. the Authority] hereby covenants ... that Grantor will warrant and defend the property hereby conveyed against the lawful claims and demands of all persons **claiming by, through, or under Grantor**, [emphasis added] ... and that the premises are free from all encumbrances except for matters of record ..." [see attached Special Warranty Deed dated 6/9/1997 (copy of Special Warranty Deed is attached hereto as Exhibit "K").]

L. Had the Authority intended to reserve these "phosphate, minerals, metals and/or petroleum" rights in the Property, the Authority's legal counsel (i.e. the law firm of Broad and Cassel) would have expressly stated such reservations as an exception from coverage on the Owner's Policy of Title Insurance issued by the Authority's legal counsel under Schedule B, Special Exceptions, Paragraph 7, rather than stating that there were "None" special exceptions to the title of the Property however, said legal counsel for the Authority did not do so [see attached Owner's policy of title insurance issued by Authority's legal counsel, Broad and Cassel, and underwritten by First American Title Insurance Co., under Policy No.: FA-35-120426, with an effective date of June 17, 1997 at 10:31 A.M. (copy of Title Policy is attached hereto as Exhibit "L").]

IV **It is a matter of public policy that the governmental body (e.g. the Authority) not create an encumbrance on real property in situations like this**.

M. On or about 10/16/1967, the Department quit claimed previously acquired property "for use for state highway purposes" to Cumber Land Company after it was determined that the described land "is no longer required for said purposes, and the State Road Department has no further use of said land for any purpose." Nearly thirty (30) years later on 12/24/1996, the Department, when it was determined that the Department had the same statutory reservations to those described lands as the Authority ostensibly has in the Property, the Department executed an Affidavit wherein it stated, inter alia, that "[t]he purposes of the above-referenced reservations **do not, and are not intended to create any encumbrance or estate upon real property adjacent to or in proximity to the interstate highway system**, [emphasis added] ..." [see attached Quit Claim Deed, dated 10/16/1967, and recorded on 10/31/1967, in Official records Book 113, at Page 487 et. seq., the attached Disclaimer, dated 10/16/1967, and recorded on 10/31/1967, in Official records Book 113, at Page 494 et. seq., and its attached Affidavit, dated 12/24/1996, and recorded on 12/31/1996, in Official records Book 1215, at Page 622 et. seq., all of the Public Records of St Johns County, (copies of said Quit Claim Deed, Disclaimer and Affidavit are attached hereto as Composite Exhibit "M").]

V. **In Summary**, the Authority determined that it had no continuing interest in the Property and that the same should be treated and sold as "Surplus" land. The Authority expressly demonstrated in every reasonable means possible from its public notice of sale to the consummation of the actual sale of the Property that it was offering to sell the Property for cash in accordance with the requirements set forth in the title commitment stating that there are no specific exceptions applied to the Property, and that by the affidavit of the Chairman of the Authority, and as an inducement for a buyer to purchase the Property, that there was no indication of any lien, or reservation of lien rights whatsoever, the same being corroborated by the Authority's conveying the Property by a Special Warranty Deed, confirming the Authority's covenant to warrant and defend the title to the Property against any and all claims and demands of all persons claiming by, through or under the Authority, and that the Property is free and clear of all encumbrances.

By nowhere stating that the Authority intended to reserve the "phosphate, minerals, metals and/or petroleum" rights in the Property, expressly or implicitly, and by providing the buyer an Owner's Policy of Title Insurance stating that there were no special exceptions to the title of the Property, the Authority clearly, and convincingly, never intended to reserve these rights.

Therefore, the undersigned attorney hereby respectfully requests that the Authority execute the Release of said "phosphate, minerals, metals and/or petroleum" rights in the Property, attached hereto as Exhibit "A."

Respectfully Submitted

Paul S. West
Attorney & Counselor at Law
c/o Clayton & McCulloh, P.A.
1065 Maitland Center Commons Blvd.
Maitland, FL 32751
Phone: (407) 875-2655
Facsimile: (407) 660-4989

PSW:lsg
attachments: as described hereinabove

CONSENT AGENDA ITEM

#11

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0182

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: May 27, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 305
Proposed Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board of the negotiated settlement between Thomas Lewis, (the "Owner") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 305 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 305 (Part A) is the fee simple acquisition of 1,548 square feet, more or less, and Parcel 305 (Part B) is the fee simple acquisition of 0.213 acres from a parent tract totaling 5.019 acres located south of the Lake County/Orange County line in Orange County, Florida. The subject is the homestead of Mr. Lewis, and is improved with a two-story 2,344 square foot single family residence. The property is zoned A-1, Citrus Rural District, by Orange County, with a future land use designation of R, Rural/Agricultural.

The CFX's appraisal of the property was prepared by Chad Durrance, of Durrance & Associates. Mr. Durrance opined the highest and best use of the property is for continued use of the existing residential improvements. Mr. Durrance used eight (8) comparable land sales ranging in size from 2.81 acres to 10.82 acres, with prices ranging from $24,000 to $29,300 per acre to arrive at an estimate of the land value of the Subject Property of $25,000 per acre.

Mr. Durrance also used four (4) comparable improved sales ranging in size from 2.40 acres to 5.12 acres, with prices ranging from $217,000 to $295,000 (and $94 to $114 per square foot of living area), to estimate the improved value of the parent tract at $125,000 land value and $134,500 improvements for a total of $260,000. Thus, Mr. Durrance opines the value of the part taken of 0.249 acres at $25,000 per acre or $6,200, and the improvements at $1,500, for a total of land and improvements taken of $7,700.

The remainder home will be 310 feet from the Wekiva Parkway right-of-way, and adjacent to the Parkway bridge. Due to the proximity of the expressway, Mr. Durrance opines the remainder will be damaged by 28.6%. Thus, Mr. Durrance opines the market value of the subject taking to be $82,700, consisting of $6,200 for land, $1,500 for improvements, and $75,000 for damages to the remainder.

Mr. Lewis is represented by Rachael Crews, of GrayRobinson. Although Mr. Lewis has not completed his appraisal report, Mrs. Crews retained Rick Dreggors for the appraisal, Bill Tipton, Jr., for engineering, and Jim Hall for land planning. Based upon the experts' input, Mrs. Crews argued other comparable sales indicate land values up to $50,000 per acre, additional severance damages to the remainder, greater value to the improvements and a cost to cure due to the access road to the property in the after condition.

The parties were able to reach a negotiated settlement in the amount of $135,000 in full settlement of all claims for compensation by the property owners, plus reduced expert fees of $12,600, plus statutory attorney's fees of $17,259.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the negotiated settlement in the amount of $135,000, plus attorney's fees and costs and expert's fees and costs totaling $29,859, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 305.

At its May 25, 2016, meeting, the Right-of-Way Committee agreed to recommend the settlement of this matter to the CFX Board.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of $164,859 in full settlement of all claims for compensation in the acquisition of Parcel 305, including all statutory attorney's fees and costs and all experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property
Exhibit "B" – Photographs of the Subject Property and Area
Exhibit "C" – Experts Invoices

Reviewed by: Joseph Passiatore

ORLDOCS 14722268 1

LEGAL DESCRIPTION

PARCEL 305
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

PART A

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE, A DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID BOUNDARY LINE NORTH 59°46'03" WEST A DISTANCE OF 34.86 FEET; THENCE NORTH 30°13'57" EAST A DISTANCE OF 31.00 FEET; THENCE NORTH 14°46'03" WEST A DISTANCE OF 21.21 FEET; THENCE NORTH 30°13'57" EAST A DISTANCE OF 26.46 FEET; THENCE SOUTH 89°47'27" EAST A DISTANCE OF 7.29 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 453 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1548 SQUARE FEET, MORE OR LESS.

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

RUSSELL J. MARKS, PSM NO. 5623 — DATE 10/28/2014

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429		
DESIGNED BY: RJM	DATE: 10/28/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 4

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 305
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

PART B

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5923, PAGE 4943, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

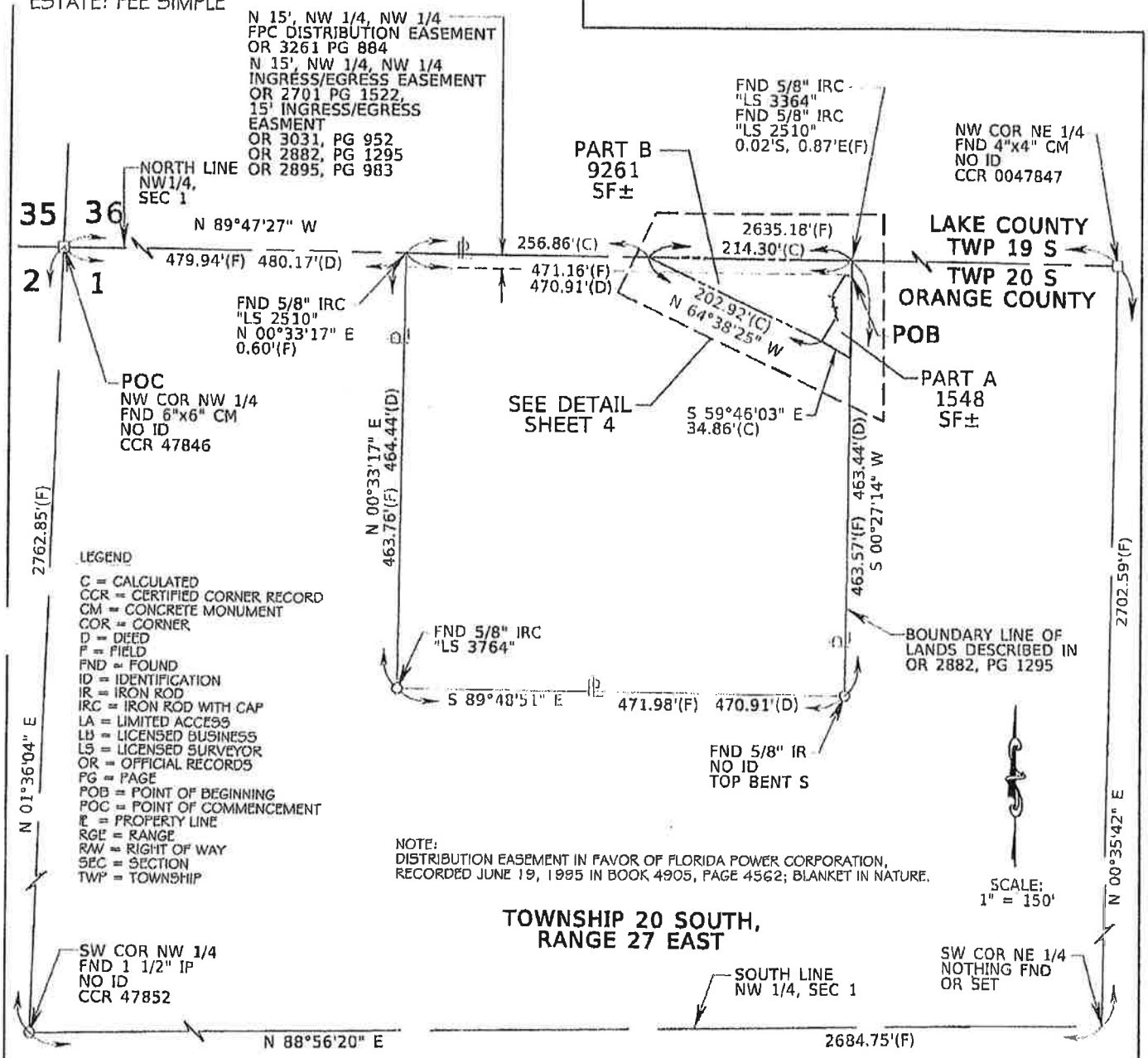
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 951.10 FEET TO A POINT ON THE BOUNDARY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH LINE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID BOUNDARY LINE NORTH 89°47'27" WEST A DISTANCE OF 7.29 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 26.46 FEET; THENCE SOUTH 14°46'03" EAST A DISTANCE OF 21.21 FEET; THENCE SOUTH 30°13'57" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 64°38'25" WEST A DISTANCE OF 202.92 FEET TO SAID NORTH LINE; THENCE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 214.30 FEET TO SAID BOUNDARY LINE; THENCE SOUTH 00°27'14" WEST ALONG SAID BOUNDARY LINE A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9261 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429		
SIGNED BY: RJM	DATE: 10/28/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 4

SKETCH OF DESCRIPTION

PARCEL: 305
PURPOSE: LIMITED ACCESS RIGHT OF WAY
& RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

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

NOTE:
DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION, RECORDED JUNE 19, 1995 IN BOOK 4905, PAGE 4562; BLANKET IN NATURE.

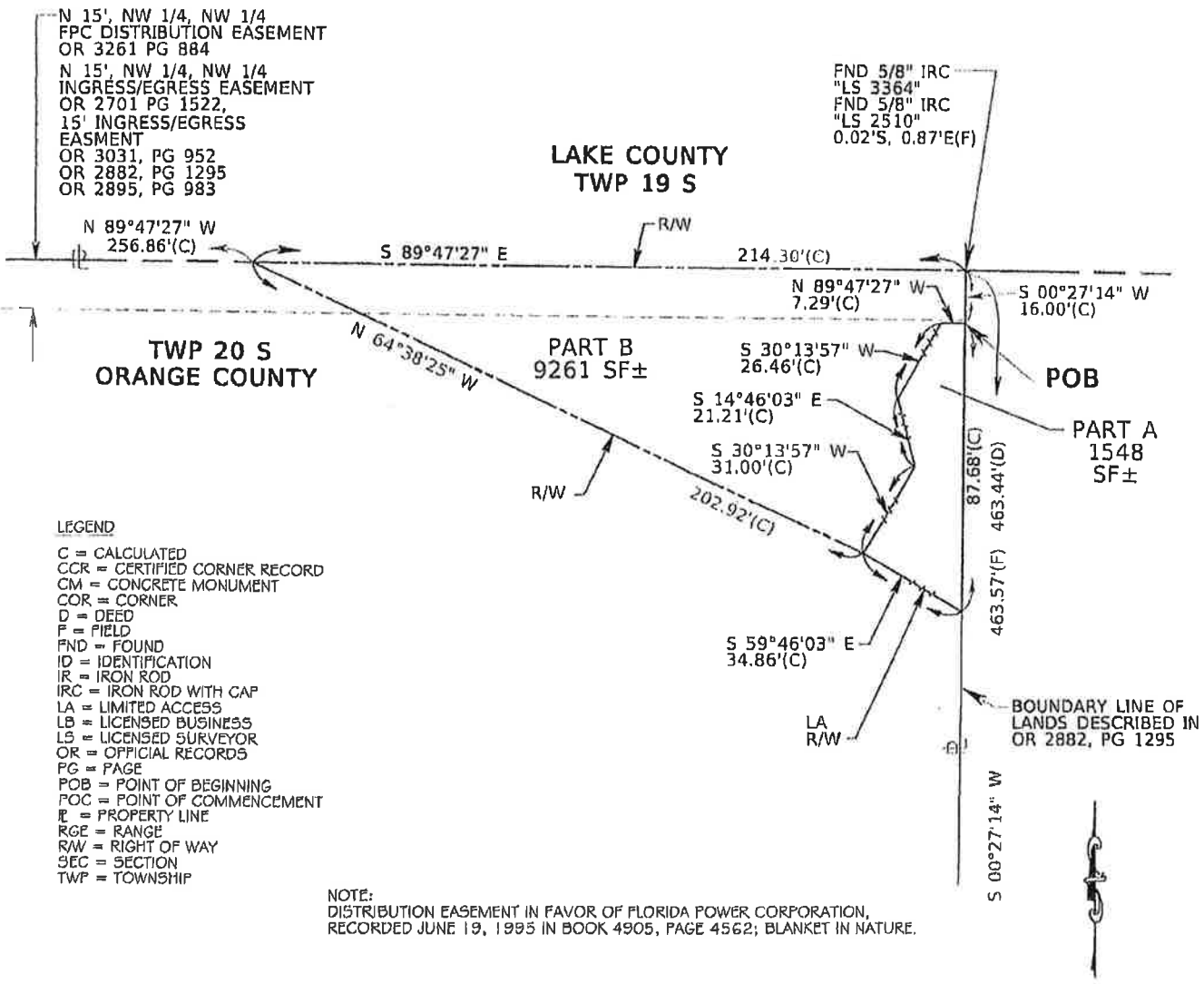
GENERAL NOTES:

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 NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
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 "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4853006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429		
DESIGNED BY: RJM	DATE: 10/28/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 3 OF 4

SKETCH OF DESCRIPTION

PARCEL: 305
PURPOSE: LIMITED ACCESS RIGHT OF WAY
& RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

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

NOTE:
DISTRIBUTION EASEMENT IN FAVOR OF FLORIDA POWER CORPORATION, RECORDED JUNE 19, 1995 IN BOOK 4905, PAGE 4562; BLANKET IN NATURE.

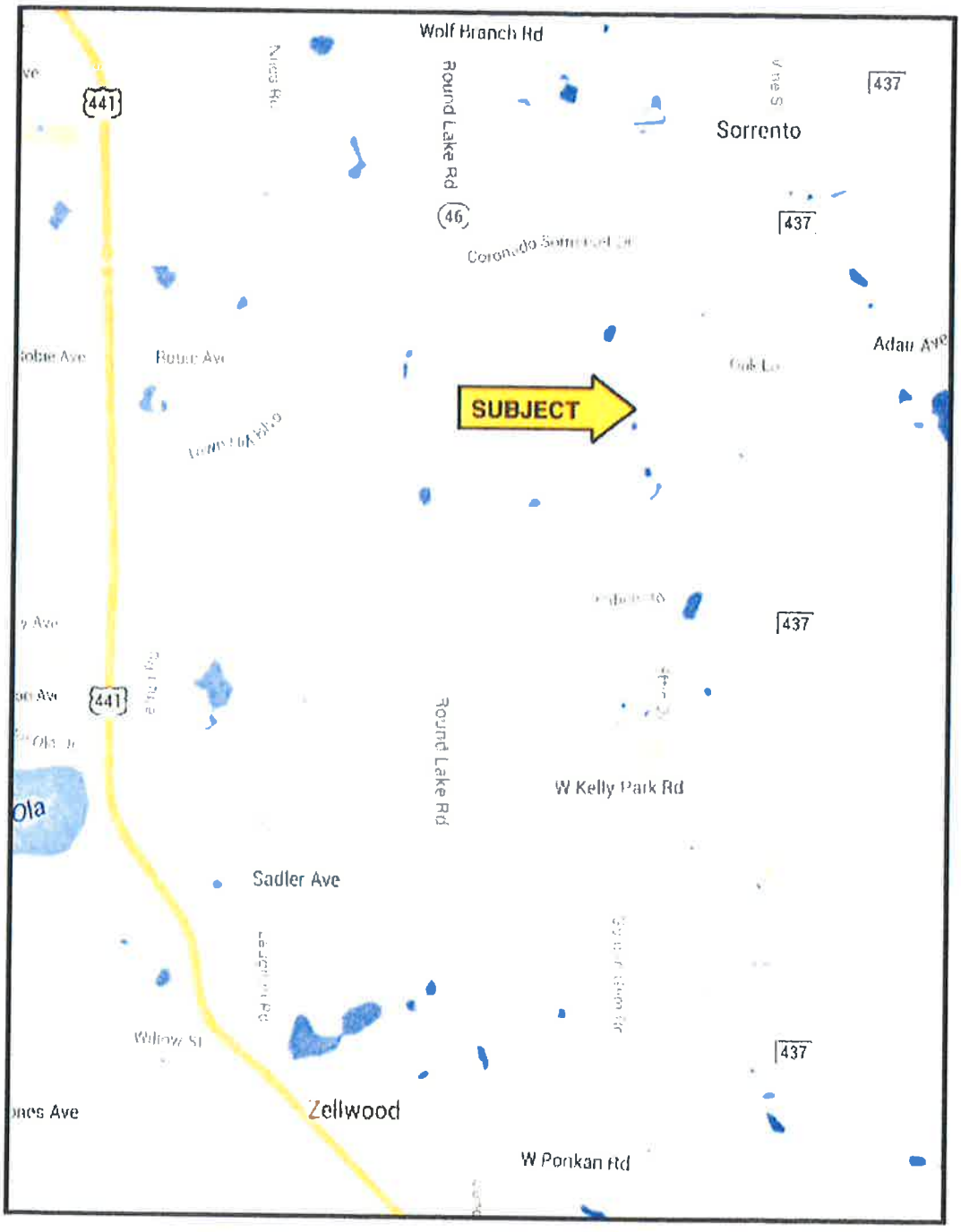
**TOWNSHIP 20 SOUTH,
RANGE 27 EAST**

NOT TO SCALE

GENERAL NOTES:

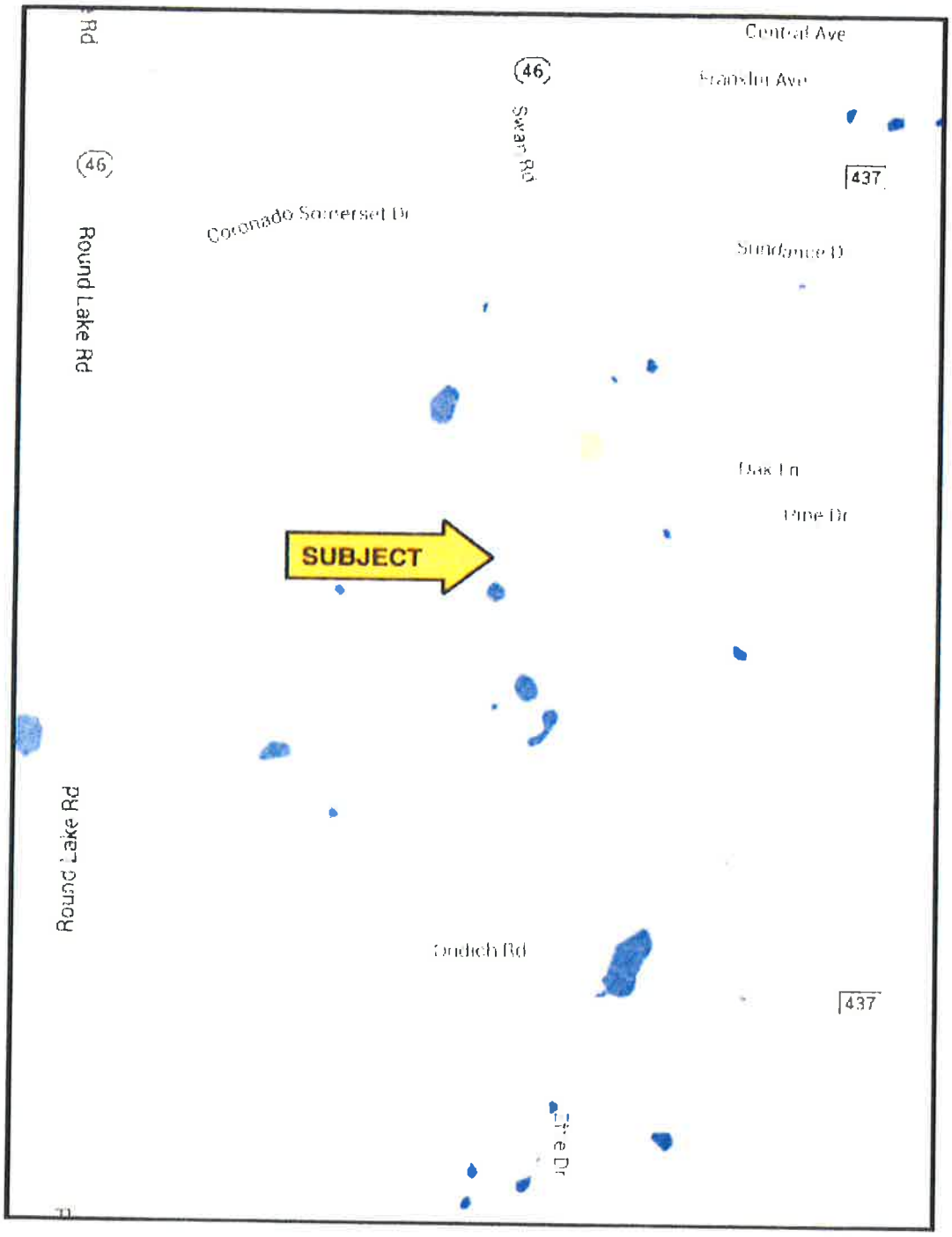
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
2. THERE 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 "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4853006 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429		
DESIGNED BY: RJM	DATE: 10/28/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 4 OF 4



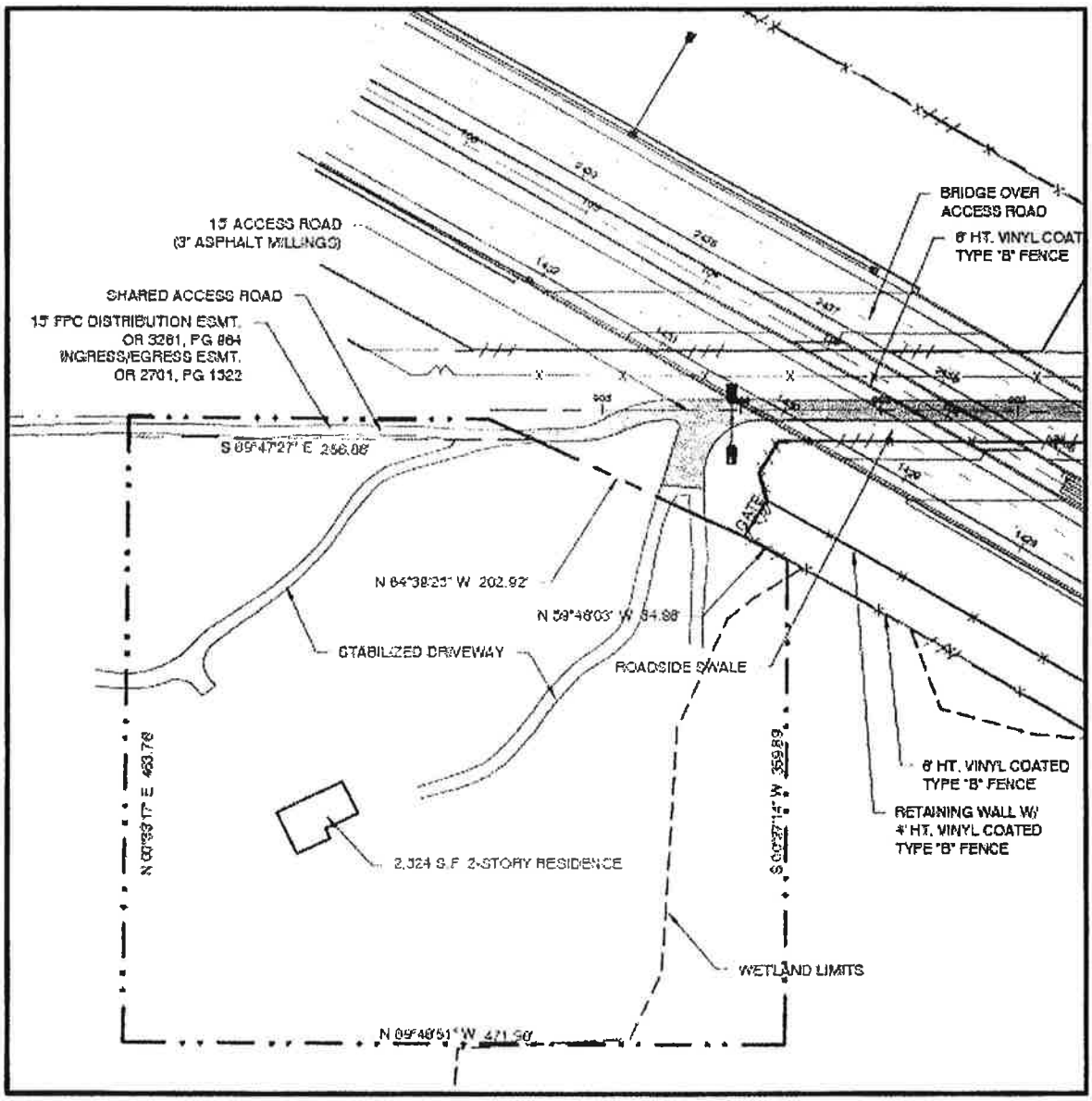
LOCATION MAP

EXHIBIT "B"



N **LOCATION MAP**

N **BIRD'S EYE VIEW**



State Road 429 (Wekiva Parkway), within this section, will be constructed as a six-lane divided limited-access highway. The construction plans show the proposed roadway will be constructed with depressed center medians utilized for stormwater storage. The proposed roadway will have an open drainage system consisting of roadside swales that will direct stormwater runoff from the roadway to ditch bottom inlets and convey it to drainage retention areas, constructed with the roadway project, that will treat and attenuate stormwater prior to discharging.

This section of the roadway project includes an interchange with Ramp K that will connect the Wekiva Parkway to State Road 46 in Lake County. The construction plans show an elevated bridge will be constructed adjacent to the remainder to maintain access from the public right-of-way. The bridge will have a minimum span of 67 feet and a minimum vertical clearance of 16.5 feet over the access road. The proposed access road alignment will be located 21 feet

Northerly view of the single-family home. (Photo #1)

View of the stabilized driveway connection. (Photo #2)

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 24, 2016

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32803

RE: **Owner:** **Lewis**
Project: **Wekiva Parkway**
Parcel No.: **305A & B**
County: **Orange**

INVOICE

Meeting with owner and experts, review taking, review easements and titlework for subject, review valuation issues, inspect subject property, review subject plans and documents.

Researcher:	2.50 Hrs. x $ 75/Hr. =	$ 187
Abrams:	20.50 Hrs. x $175/Hr. =	3,586
Dreggors:	10.75 Hrs. x $275/Hr. =	2,957
Total		**$6,730**

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

EXHIBIT "C"

OWNER	***LEWIS***	**RESEARCHER**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***305A & B***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
09/20/13	RESEARCH COMPARABLE SALES.	0.75
09/23/13	CONTINUE RESEARCH OF COMPARABLE SALES.	1.25
09/24/13	CONTINUE RESEARCH OF COMPARABLE SALES.	0.50
	TOTAL HOURS	**2.50**

OWNER	***LEWIS***	**COURTNEY ABRAMS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***305A & B***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
03/13/15	REVIEW OF FILE/SUBJECT DATA; REVIEW/ANALYSIS OF DURRANCE'S APPRAISAL/SALES.	3.00
04/10/15	PREPARE FOR SITE INSPECTION.	0.50
04/13/15	PREPARE FOR SITE INSPECTION; INSPECTED SUBJECT PROPERTY AND MET WITH OWNERS.	1.75
05/15/15	RESEARCH LAND SALES	3.75
05/18/15	RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH ENGINEER; ANALYSIS OF DAMAGES; REVIEW OF ENGINEER'S ANALYSIS.	4.00
05/19/15	ANALYSIS OF SALES; CONFERENCE WITH RICK TO PREPARE FOR MEETING; RAN PRELIMINARY NUMBERS; PREPARED EXHIBITS FOR MEETING.	3.75
05/20/15	PREPARE FOR MEETING; MEETING WITH EXPERTS AND OWNERS.	2.75
09/03/15	PREPARE EXHIBITS FOR OWNER'S REPRESENTATIVE; MEETING WITH RICK TO REVIEW EXHIBITS.	1.00
	TOTAL HOURS	**20.50**

OWNER	***LEWIS***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)		
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
12/21/12	PREPARE FOR AND MEET WITH OWNER AND EXPERTS TO BECOME FAMILIAR WITH FAMILY OWNERSHIPS/USES AND REVIEW TAKING.	1.50
01/07/13	REVIEW EASEMENTS FOR SUBJECT REGARDING ACCESS.	0.25
01/24/13	REVIEW TITLEWORK REGARDING ACCESS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
03/23/15	PREPARE FOR AND MEET WITH OWNERS TO REVIEW VALUATION ISSUES AND SCOPE OF WORK.	0.75
04/13/15	PREPARE FOR AND INSPECT SUBJECT; MEET WITH OWNERS TO DISCUSS TAKING.	1.75
05/19/15	REVIEW INFORMATION TO PREPARE FOR MEETING; MEETING WITH ASSOCIATE TO PREPARE FOR MEETING.	1.25
05/20/15	PREPARE FOR AND MEET WITH OWNERS TO REVIEW OUR PRELIMINARY FINDINGS.	4.00
07/30/15	REVIEW SUBJECT PLANS AND OTHER DOCUMENTS.	0.50
	TOTAL HOURS	**10.75**

Invoice

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

Kent Hipp, Esq.
GrayRobinson
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Invoice No: **<Draft>**
February 24, 2016
VHB Project No: 62337.00

Invoice Total	$319.53

Professional Planning Services for Lewis Property

Professional Services Thru February 13, 2016

Professional Personnel

	Hours	Rate	Amount	
Principal 1	1.00	250.00	250.00	
Technical/Professional 06	.50	125.00	62.50	
Totals	1.50		312.50	
Total Labor				**312.50**

Reimbursable Expenses

Printing			7.03	
Total Reimbursables			**7.03**	**7.03**
		Total this Invoice		**$319.53**

Billings to Date

	Current	Prior	Total
Labor	312.50	0.00	312.50
Expense	7.03	0.00	7.03
Totals	**319.53**	**0.00**	**319.53**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 62337.00

Period: 201508

Date	Location	Job Type	User	Total
7/1/2015	Orlando FL	Large Format Bond Plot (SQ FT)	PSalazar	$6.39
			Total	**$6.39**

STATEMENT OF WORK ACCOMPLISHED
LEWIS-GRESS ROW, WEKIVA PKWY.
4-465.1

Invoice No.	Date	Amount
15293	01-10-13	1,350.00
15331	03-07-13	450.00
15714	04-14-15	5,977.50
15738	06-04-15	2,222.43
15752	07-07-15	1,012.50
TOTAL AMOUNT DUE:		11,012.43

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15293
January 10, 2013
Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended December 31, 2012

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	6.00	$225.00	$1,350.00
		Services Total	$1,350.00
		Charges Subtotal	$1,350.00
		Invoice Total	**$1,350.00**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15331
March 07, 2013

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended February 28, 2013

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	2.00	$225.00	$450.00
		Services Total	$450.00
		Charges Subtotal	$450.00
		Invoice Total	**$450.00**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00

Total Unpaid Invoices **$1,350.00**

Balance Due **$1,800.00**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15714
April 14, 2015
Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended March 31, 2015

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	25.50	$225.00	$5,737.50
Engineer/Planner/Sr. Analyst	1.50	$135.00	$202.50
		Services Total	$5,940.00

Reimbursable Expense	**Amount**
Cadd/Computer	$37.50
Reimbursable Total	$37.50
Charges Subtotal	$5,977.50
Invoice Total	**$5,977.50**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00
Invoice	15331	3/7/2013	$450.00
Total Unpaid Invoices			**$1,800.00**
Balance Due			**$7,777.50**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15738
June 04, 2015

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	8.00	$225.00	$1,800.00
Engineer/Planner/Sr. Analyst	2.50	$135.00	$337.50
		Services Total	$2,137.50

Reimbursable Expense	**Amount**
Cadd/Computer	$37.50
Tolls	$6.43
Personal Car Mileage	$41.00
Reimbursable Total	$84.93
Charges Subtotal	$2,222.43
Invoice Total	**$2,222.43**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00
Invoice	15331	3/7/2013	$450.00
Invoice	15714	4/14/2015	$5,977.50
		Total Unpaid Invoices	**$7,777.50**
		Balance Due	**$9,999.93**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15752
July 07, 2015

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	4.50	$225.00	$1,012.50
		Services Total	$1,012.50
		Charges Subtotal	$1,012.50
		Invoice Total	**$1,012.50**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00
Invoice	15331	3/7/2013	$450.00
Invoice	15714	4/14/2015	$5,977.50
Invoice	15738	6/4/2015	$2,222.43
		Total Unpaid Invoices	**$9,999.93**
		Balance Due	**$11,012.43**

STATEMENT OF WORK ACCOMPLISHED
LEWIS-GRESS ROW, WEKIVA PKWY.
4-465.1

Invoice No. 15293, January 10, 2013 - $1,350.00

11/29/12	William E. Tipton, Jr. (WTJ) reviewed plans and information from attorney (1.0 hour)
12/05/12	WTJ downloaded and reviewed additional information from attorney (1.5 hours)
12/17/12	WTJ reviewed information for team meeting (1.0 hour)
12/20/12	WTJ attended team meeting with clients at attorney's office (2.5 hours)

Invoice No. 15331, March 7, 2013 - $450.00

02/28/13	William E. Tipton, Jr. (WTJ) reviewed additional information from attorney, meeting with Rick Dreggors regarding title work and survey update needed per title work (2.0 hours)

Invoice No. 15714, April 14, 2015 - $5,977.50

05/01/14	William E. Tipton, Jr. (WTJ) reviewed plans to determine height of road above remainder parcel for attorney (0.5 hours)
03/11-12/15	WTJ reviewed plans and appraisal from the Central Florida Expressway (6.0 hours)
03/20/15	WTJ reviewed plans to evaluate after access for team meeting (3.0 hours)
03/23/15	WTJ reviewed plans and addressed client's questions for team meeting, attended team meeting at attorney's office (5.0 hours)
03/25-27/15	WTJ worked on draft letter report and drawings, evaluated after access based upon owner's concerns (9.0 hours)
03/26/15	Daniel N. Tipton (DNT) created Autoturn runs for the vehicles requested by the owner on the plan sheet for the new access road (1.5 hours)
03/31/15	WTJ continued work on draft letter report and drawings (2.0 hours)

Invoice No. 15738, June 4, 2015 - $2,222.43

04/09/15	Daniel N. Tipton (DNT) created additional Auto-turn runs for additional vehicles, revised vehicles to align with existing remaining roadway (2.5 hours)
04/13/15	William E. Tipton, Jr. (WTJ) attended site meeting with Rick Dreggors (4.0 hours)
05/18/15	WTJ prepared and sent summary email of engineering and cure issues to project team (2.0 hours)
05/20/15	WTJ attended team meeting at attorney's office (2.0 hour)

STATEMENT OF WORK ACCOMPLISHED
LEWIS-GRESS ROW, WEKIVA PKWY.
4-465.1

Invoice No. 15752, July 7, 2015 - $1,012.50

06/01/15	William E. Tipton, Jr. (WTJ) worked on Access Road 1 cure plan for stipulated Order of Taking (1.0 hour)
06/03/15	WTJ reviewed 100% plans provided by Central Florida Expressway attorney, corresponded with client's attorney, prepared Access road 1 cure plan based upon new 100% plans for Central Florida Expressway (3.5 hours)

CONSENT AGENDA ITEM

#12

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0160

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: May 27, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 304
Proposed Settlement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for the negotiated settlement between Jacqueline Gress aka Jacqueline Lewis-Gress and Roy Gress, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 304 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 304 (Part A) is the fee simple acquisition of 1.613 acres and Parcel 304 (Part B) is the fee simple acquisition of 6,119 square feet from a parent tract totaling 19.460 acres located south of the Lake County/Orange County line in Orange County, Florida. The subject property is the homestead of Mr. and Mrs. Gress, and is improved with a single family residence of 1,224 square feet and a 552 square foot barn/accessory building. The Property is zoned A-1, Citrus Rural District, by Orange County, with a future land use of R, Rural/Agricultural, by Orange County (maximum of one dwelling unit per 10 acres). The CFX's appraiser, Walter N. Carpenter, Jr., of Pinel & Carpenter, Inc., concluded a highest and best use of the property is for continued use as a rural residential/agricultural site.

The CFX's appraisal of the property was prepared by Walter N. Carpenter, Jr., of Pinel & Carpenter, Inc. Mr. Carpenter used five (5) comparable land sales ranging in size from 5.10 acres to 35.04 acres, with prices ranging from $12,842 to $28,431 per acre (and $0.29 to $0.65 per square foot), to estimate the land value of the Subject Property. Mr. Carpenter opined the land value of the parent tract at $19,000 per acre.

Mr. Carpenter also used three (3) comparable improved sales ranging in size from 6.06 acres to 20.39 acres, with prices ranging from $17,165 per acre to $41,500 per acre (and $0.39 to

$0.95 per square foot), to estimate the improved value of the parent tract at $0.65 per square foot. Thus, Mr. Carpenter opines the value of the part taken at $19,000 per acre or $33,326. The depreciated replacement value of the metal gate is $270, for a total of land and improvements taken of $33,600.

Due to the proximity of the Wekiva Parkway and the Parkway bridge, Mr. Carpenter opines the remainder will be impacted by 20%, creating damages of $58,680. Thus the total value of the taking is $92,540 ($33,600 land, $58,680 damages, and $260 cost to cure).

The Respondents are represented by Rachael Crews of GrayRobinson. Although the Gresses have not finalized their appraisal report, Mrs. Crews retained Rick Dreggors, appraiser, Bill Tipton, Jr., engineer, and Jim Hall, land planner. Based upon the experts' opinions, counsel for the property owner argued other comparable sales indicate land values up to $51,400 per acre, additional severance damages to the remainder, greater value to the improvements and a cost to cure due to the access road to the property in the after condition.

The parties were able to reach a negotiated settlement in the amount of $230,000 in full settlement of all claims for compensation by the property owners, plus reduced expert fees of $15,350, plus statutory attorney's fees of $45,361.80.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the negotiated settlement in the amount of $230,000, plus attorney's fees and costs and expert's fees and costs totaling $60,711.80, which is in the CFX's best interest. Settlement of the underlying claim, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 304.

At its May 25, 2016, meeting, the Right-of-Way Committee agreed to recommend the settlement of this matter to the CFX Board.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of $290,711.80 in full settlement of all claims for compensation in the acquisition of Parcel 304, including all statutory attorney's fees and costs and all experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property
Exhibit "B" – Photographs of the Subject Property and Area
Exhibit "C" – Experts Invoices

Reviewed by: Joseph J Passiatore

ORLDOCS 14722249 1

LEGAL DESCRIPTION

PARCEL 304
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

PART A

THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740,PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 297.69 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID EAST LINE, FROM A TANGENT BEARING OF NORTH 57°02'41" WEST NORTHWESTERLY 174.39 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 3669.72 FEET, A CENTRAL ANGLE OF 02°43'22" AND A CHORD BEARING OF NORTH 58°24'22" WEST TO A POINT OF TANGENCY; THENCE NORTH 59°46'03" WEST, A DISTANCE OF 246.15 FEET TO A POINT ON THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE, A DISTANCE OF 87.68 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST A DISTANCE OF 298.66 FEET; THENCE SOUTH 59°46'03" EAST A DISTANCE OF 7.99 FEET; THENCE SOUTH 89°47'27" EAST A DISTANCE OF 60.66 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR, AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 453 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.613 ACRES, MORE OR LESS.

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

RUSSELL J. MARKS, PSM NO. 5623 — 11/6/2014 DATE

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6039	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 4

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 304
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

PART B

THAT PART OF GOVERNMENT LOT 4 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9131, PAGE 740,PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

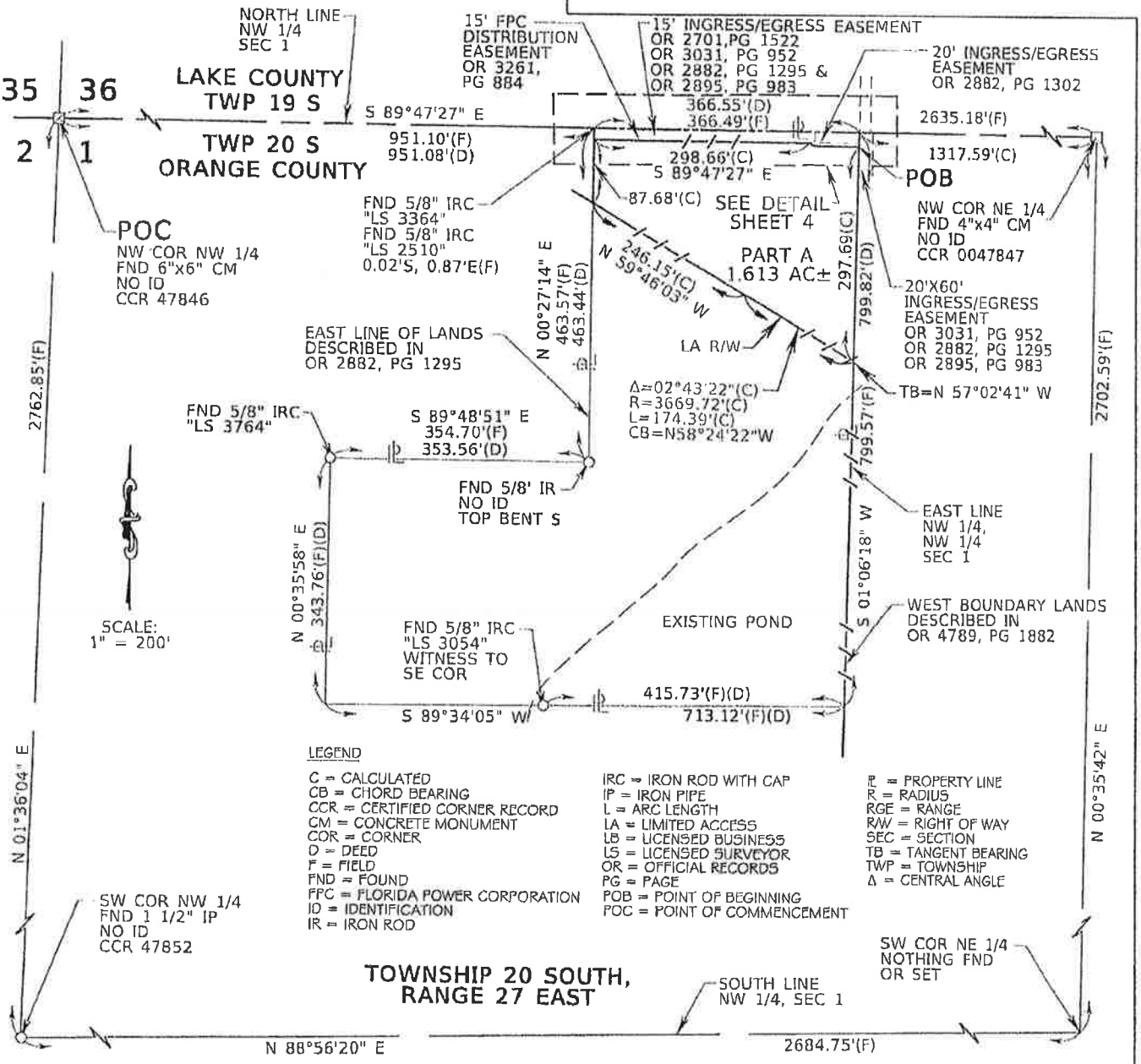
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, (A 6"X6" CONCRETE MONUMENT NO IDENTIFICATION AS NOW EXISTS); THENCE SOUTH 89°47'27" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1317.59 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE NORTH 89°47'27" WEST A DISTANCE OF 60.66 FEET; THENCE NORTH 59°46'03" WEST A DISTANCE OF 7.99 FEET; THENCE NORTH 89°47'27" WEST A DISTANCE OF 298.66 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2882, PAGE 1295; THENCE NORTH 00°27'14" EAST ALONG SAID EAST LINE A DISTANCE OF 16.00 FEET TO A POINT ON SAID NORTH LINE OF SECTION 1; THENCE DEPARTING SAID EAST LINE SOUTH 89°47'27" EAST ALONG SAID NORTH LINE A DISTANCE OF 366.49 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE DEPARTING SAID NORTH LINE SOUTH 01°06'18" WEST ALONG SAID EAST LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6119 SQUARE FEET, MORE OR LESS.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14	URS	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 4

SKETCH OF DESCRIPTION

PARCEL: 304
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

C = CALCULATED
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
D = DEED
F = FIELD
FND = FOUND
FPC = FLORIDA POWER CORPORATION
ID = IDENTIFICATION
IR = IRON ROD
IRC = IRON ROD WITH CAP
IP = IRON PIPE
L = ARC LENGTH
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
OR = OFFICIAL RECORDS
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
Δ = CENTRAL ANGLE

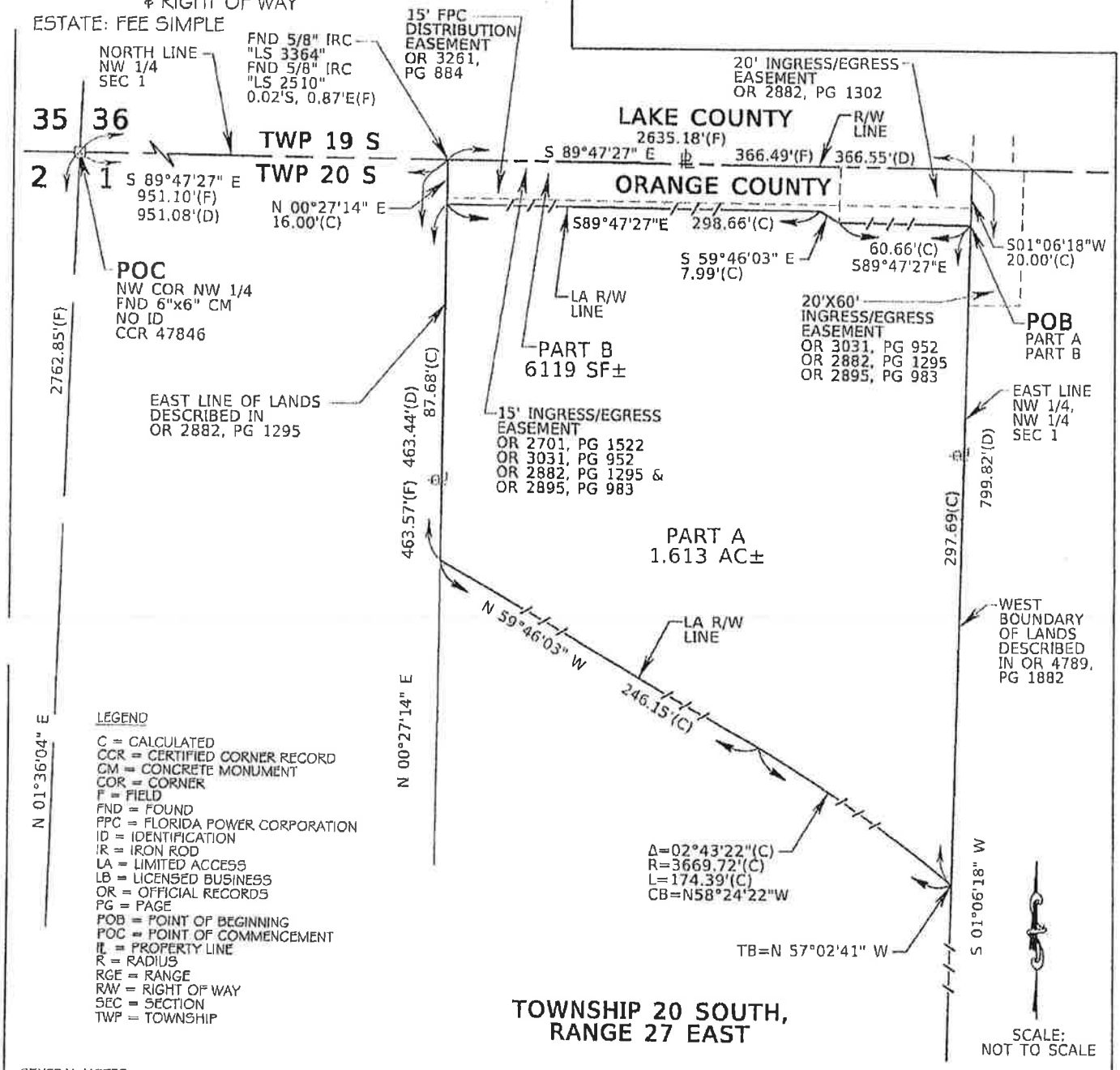
GENERAL NOTES:

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 NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
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 "FIDELITY NATIONAL TITLE INSURANCE COMPANY" DATED JUNE 26, 2014, FILE NO. 4852992 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 3 OF 4

SKETCH OF DESCRIPTION

PARCEL: 304
PURPOSE: LIMITED ACCESS RIGHT OF WAY & RIGHT OF WAY
ESTATE: FEE SIMPLE



LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
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IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICIAL RECORDS
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
RW = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF NORTH 88°56'20" EAST.
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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.
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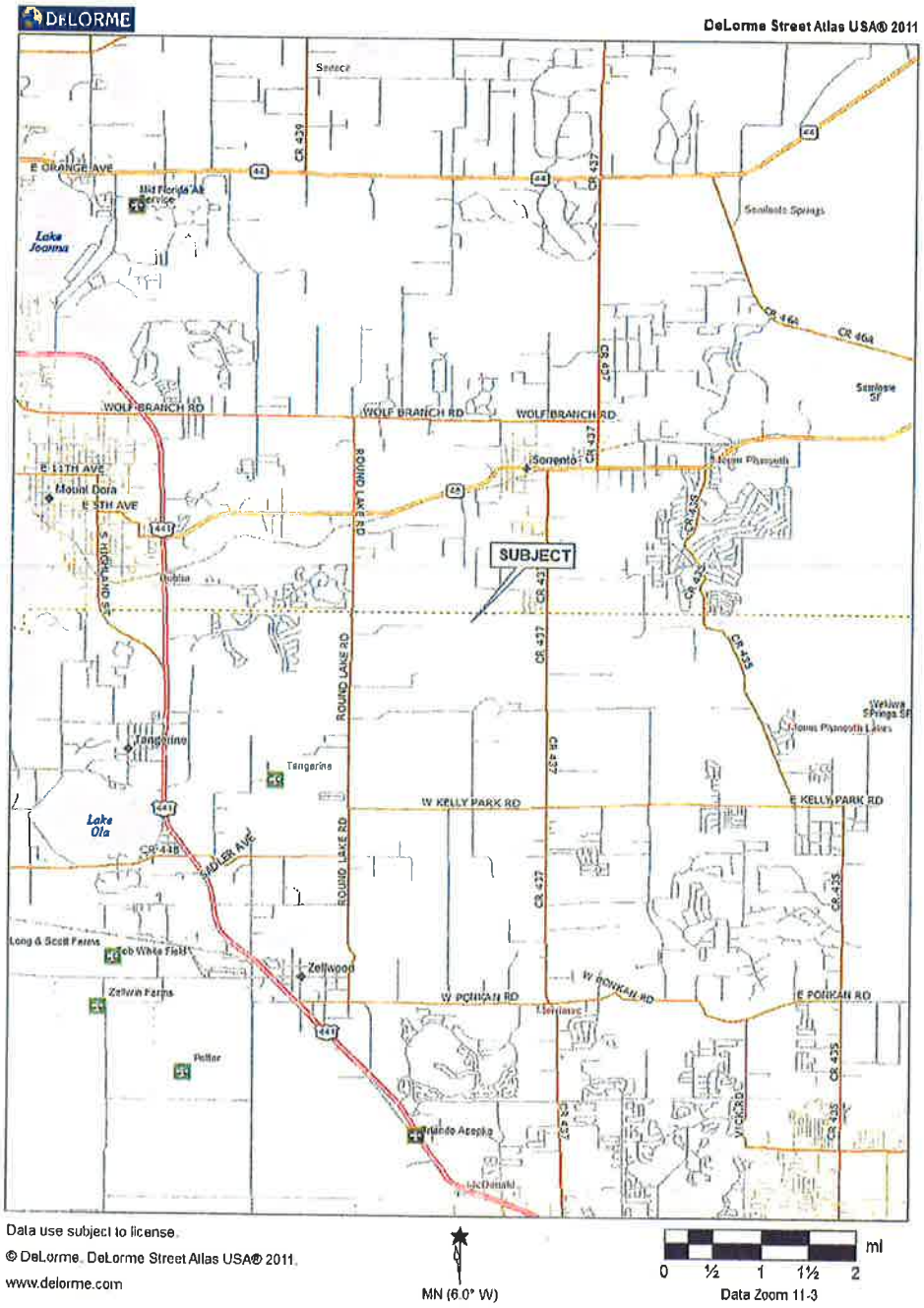
FOR: CENTRAL FLORIDA EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 11/06/14	URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204		SHEET: 4 OF 4

PARCEL NO.: 304
OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS
PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204
CITY/COUNTY: ORANGE

LOCATION MAP



14-070
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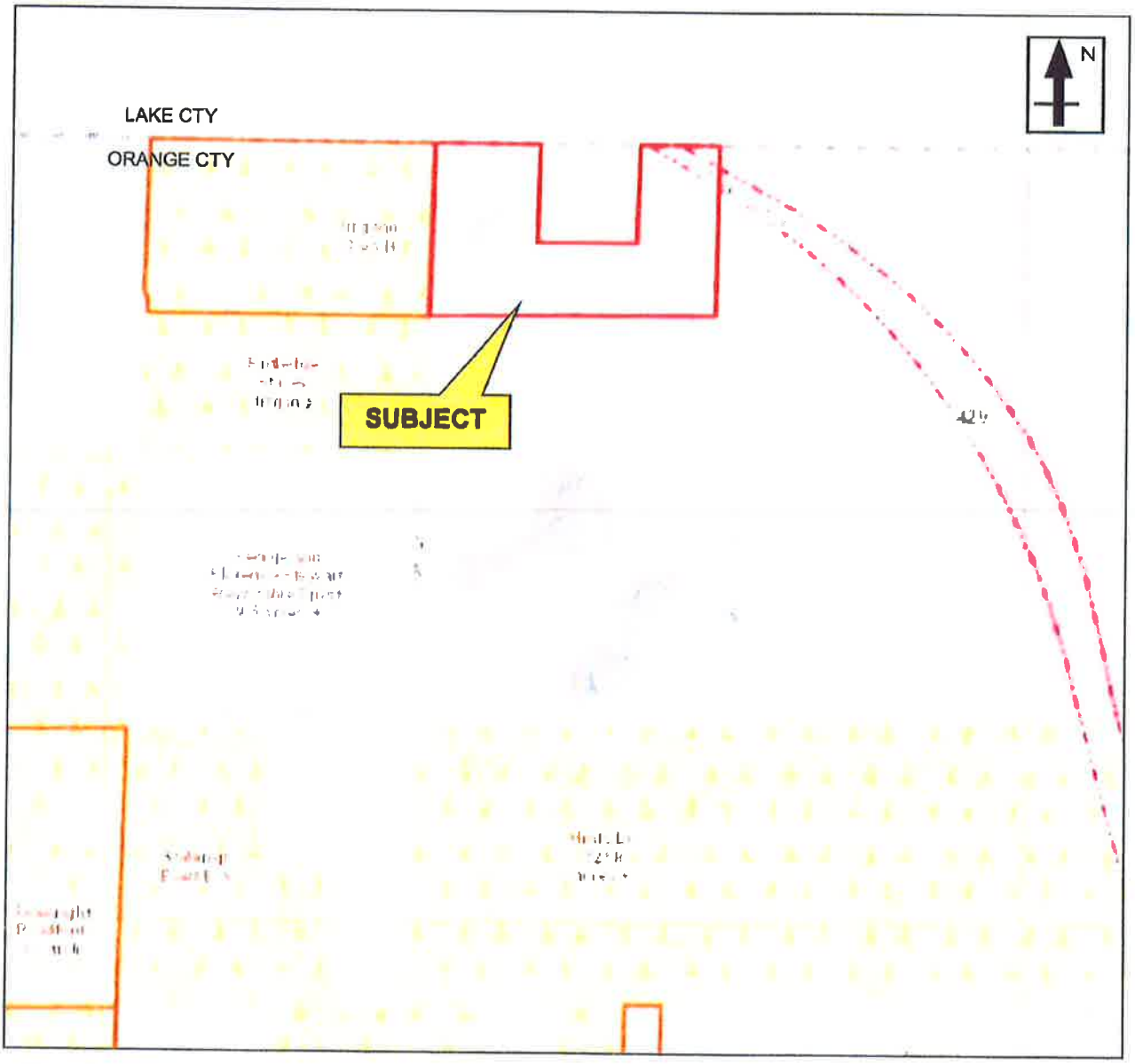
EXHIBIT "B"

TAX MAP



Approximate Representation
Source: Orange County Property Appraiser

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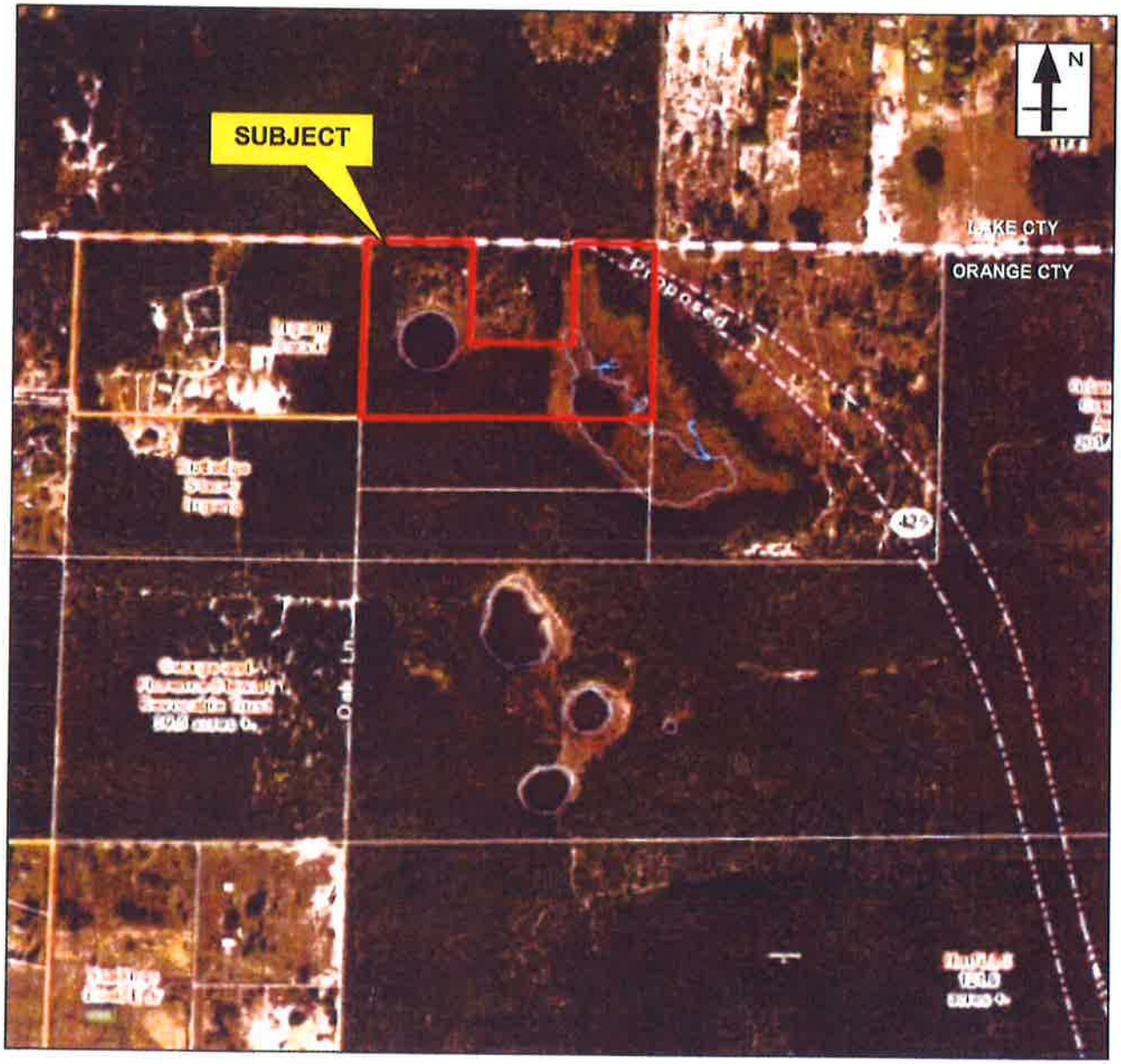
PARCEL NO.: 304
OWNER: JACQUELINE LEWIS-GRESS AND ROY J. GRESS
PROJECT: STATE ROAD 429 WEKIVA PARKWAY EXTENSION PROJECT NO. 429-204
CITY/COUNTY: ORANGE

AERIAL PHOTOGRAPH



Approximate Representation
Source: Orange County Property Appraiser

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SUBJECT PHOTOGRAPHS

Photos taken 08/08/2014

Access to subject property, looking west along unpaved road.

View of the northeastern access easement, looking north from gate to northern access easement

COPYRIGHT 2014, PINEL & CARPENTER, INC.

View of the driveway to the subject residence on the left, unpaved road on the right

View of the subject residence looking at the eastern and northern elevations

COPYRIGHT 2014, PINEL & CARPENTER, INC.

View of the northeast corner of the subject residence

View of the western elevation of the subject residence

COPYRIGHT 2014, PINEL & CARPENTER, INC.

View southeast of approximate location of taking parcel.

Marker denoting the eastern boundary of the acquisition for right of way as seen from the eastern assess easement at the northern access easement.

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Invoice

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

Kent Hipp, Esq.
GrayRobinson
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Invoice No: **<Draft>**
February 24, 2016
VHB Project No: 62245.00

Invoice Total **$3,071.46**

Professional Planning Services for Eminent Domain Servies - Jacqueline Lewis-Gress & Roy Gress

Professional Services Thru February 13, 2016

Professional Personnel

	Hours	Rate	Amount	
Principal 1	2.00	250.00	500.00	
Technical/Professional 06	.50	125.00	62.50	
Technical/Professional 05	19.50	125.00	2,437.50	
Totals	22.00		3,000.00	
Total Labor				**3,000.00**

Reimbursable Expenses

Printing			71.46	
Total Reimbursables			**71.46**	**71.46**
		Total this Invoice		**$3,071.46**

Billings to Date

	Current	Prior	Total
Labor	3,000.00	0.00	3,000.00
Expense	71.46	0.00	71.46
Totals	**3,071.46**	**0.00**	**3,071.46**

EXHIBIT "C"

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 62245.00 **Period: 201505**

Date	Location	Job Type	User	Total
4/24/2015	Orlando FL	Sm Fmt Color Printing	katleshannon	$1.07
			Total	**$1.07**

Archimedia Solutions Group - VHB Billing Backup Report

125 Liberty Street #301
Danvers, MA 01923

Project Number: 62245.00 **Period:** 201506

Date	Location	Job Type	User	Total
5/20/2015	Orlando FL	B/W Laser Printing	katieshannon	$1.03
5/18/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$2.14
5/20/2015	Orlando FL	Sm Fmt Color Printing	katieshannon	$60.72
			Total	**$63.89**

STATEMENT OF WORK ACCOMPLISHED
LEWIS-GRESS ROW, WEKIVA PKWY.
4-465.1

Invoice No.	Date	Amount
15293	01-10-13	1,350.00
15331	03-07-13	450.00
15714	04-14-15	5,977.50
15738	06-04-15	2,222.43
15752	07-07-15	1,012.50
TOTAL AMOUNT DUE:		11,012.43

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15293
January 10, 2013
Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended December 31, 2012

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	6.00	$225.00	$1,350.00
		Services Total	$1,350.00
		Charges Subtotal	$1,350.00
		Invoice Total	**$1,350.00**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15331
March 07, 2013
Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended February 28, 2013

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	2.00	$225.00	$450.00
		Services Total	$450.00
		Charges Subtotal	$450.00
		Invoice Total	**$450.00**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00

Total Unpaid Invoices **$1,350.00**

Balance Due **$1,800.00**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15714
April 14, 2015

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended March 31, 2015

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	25.50	$225.00	$5,737.50
Engineer/Planner/Sr. Analyst	1.50	$135.00	$202.50
		Services Total	$5,940.00

Reimbursable Expense	**Amount**
Cadd/Computer	$37.50
Reimbursable Total	$37.50
Charges Subtotal	$5,977.50
Invoice Total	**$5,977.50**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00
Invoice	15331	3/7/2013	$450.00
Total Unpaid Invoices			**$1,800.00**
Balance Due			**$7,777.50**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15738
June 04, 2015

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	8.00	$225.00	$1,800.00
Engineer/Planner/Sr. Analyst	2.50	$135.00	$337.50
		Services Total	$2,137.50

Reimbursable Expense	**Amount**
Cadd/Computer	$37.50
Tolls	$6.43
Personal Car Mileage	$41.00
Reimbursable Total	$84.93
Charges Subtotal	$2,222.43
Invoice Total	**$2,222.43**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00
Invoice	15331	3/7/2013	$450.00
Invoice	15714	4/14/2015	$5,977.50
		Total Unpaid Invoices	**$7,777.50**
		Balance Due	**$9,999.93**

Tipton Associates Incorporated
760 Maguire Blvd
Orlando, FL 32803-
Tel: 407-894-2055 Fax: 407-896-9949

Invoice Number: 15752
July 07, 2015
Page number 1

Project 4465: Lewis-Gress ROW, Wekiva Pkwy

Kent L Hipp, Esq.
Gray Robinson
P.O. Box 3068
Orlando, FL 32802-3068

Professional Services for the period ended June 30, 2015

Project 4465:1 Parcel

Professional Services	**Hours**	**Rate**	**Amount**
Chief Engineer/Planner	4.50	$225.00	$1,012.50
		Services Total	$1,012.50
		Charges Subtotal	$1,012.50
		Invoice Total	**$1,012.50**

Outstanding Invoices	Number	Date	Amount
Invoice	15293	1/10/2013	$1,350.00
Invoice	15331	3/7/2013	$450.00
Invoice	15714	4/14/2015	$5,977.50
Invoice	15738	6/4/2015	$2,222.43
		Total Unpaid Invoices	**$9,999.93**
		Balance Due	**$11,012.43**

STATEMENT OF WORK ACCOMPLISHED
LEWIS-GRESS ROW, WEKIVA PKWY.
4-465.1

Invoice No. 15293, January 10, 2013 - $1,350.00

11/29/12	William E. Tipton, Jr. (WTJ) reviewed plans and information from attorney (1.0 hour)
12/05/12	WTJ downloaded and reviewed additional information from attorney (1.5 hours)
12/17/12	WTJ reviewed information for team meeting (1.0 hour)
12/20/12	WTJ attended team meeting with clients at attorney's office (2.5 hours)

Invoice No. 15331, March 7, 2013 - $450.00

02/28/13	William E. Tipton, Jr. (WTJ) reviewed additional information from attorney, meeting with Rick Dreggors regarding title work and survey update needed per title work (2.0 hours)

Invoice No. 15714, April 14, 2015 - $5,977.50

05/01/14	William E. Tipton, Jr. (WTJ) reviewed plans to determine height of road above remainder parcel for attorney (0.5 hours)
03/11-12/15	WTJ reviewed plans and appraisal from the Central Florida Expressway (6.0 hours)
03/20/15	WTJ reviewed plans to evaluate after access for team meeting (3.0 hours)
03/23/15	WTJ reviewed plans and addressed client's questions for team meeting, attended team meeting at attorney's office (5.0 hours)
03/25-27/15	WTJ worked on draft letter report and drawings, evaluated after access based upon owner's concerns (9.0 hours)
03/26/15	Daniel N. Tipton (DNT) created Autoturn runs for the vehicles requested by the owner on the plan sheet for the new access road (1.5 hours)
03/31/15	WTJ continued work on draft letter report and drawings (2.0 hours)

Invoice No. 15738, June 4, 2015 - $2,222.43

04/09/15	Daniel N. Tipton (DNT) created additional Auto-turn runs for additional vehicles, revised vehicles to align with existing remaining roadway (2.5 hours)
04/13/15	William E. Tipton, Jr. (WTJ) attended site meeting with Rick Dreggors (4.0 hours)
05/18/15	WTJ prepared and sent summary email of engineering and cure issues to project team (2.0 hours)
05/20/15	WTJ attended team meeting at attorney's office (2.0 hour)

STATEMENT OF WORK ACCOMPLISHED
LEWIS-GRESS ROW, WEKIVA PKWY.
4-465.1

Invoice No. 15752, July 7, 2015 - $1,012.50

06/01/15	William E. Tipton, Jr. (WTJ) worked on Access Road 1 cure plan for stipulated Order of Taking (1.0 hour)
06/03/15	WTJ reviewed 100% plans provided by Central Florida Expressway attorney, corresponded with client's attorney, prepared Access road 1 cure plan based upon new 100% plans for Central Florida Expressway (3.5 hours)

Calhoun, Dreggors & Associates, Inc.
• Real Estate Appraisers & Consultants •

PREPARED FOR MEDIATION

January 8, 2016

Kent L. Hipp Esq.
c/o GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32803

RE: **Owner:** **Lewis-Gress**
Project: **Wekiva Parkway**
Parcel No.: **304**
County: **Orange**

INVOICE

Inspect subject property, meeting with owners and experts, review access and land size areas for the subject property, review titlework regarding same, conferences with owner's representative regarding highest and best use of the property before the taking, research/analysis of land sales, research/analysis of improved home sales, analysis of sales, meeting with experts and owner's representative to review our findings, review information regarding access easement for the Parkway contractor, analysis and review of the value of an easement, conference with owner's representative to review.

Abrams Schmidt:	22.25 Hrs. x $175/Hr. =	$3,894
Dreggors:	22.00 Hrs. x $275/Hr. =	6,050
Total		**$9,944**

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393

OWNER	***LEWIS-GRESS***	**COURTNEY ABRAMS SCHMIDT**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***304***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
03/13/15	REVIEW OF FILE/SUBJECT DATA; REVIEW/ANALYSIS OF CONDEMNOR APPRAISAL; ANALYSIS OF CARPENTER SALES.	3.50
03/24/15	REVIEW NOTES FROM MEETING; REVIEW MAP SHOWING ACCESS.	1.25
04/10/15	PREPARE FOR SITE INSPECTION.	0.50
04/13/15	PREPARE FOR SITE INSPECTION; INSPECTED SUBJECT PROPERTY AND MET WITH OWNERS.	1.75
05/15/15	RESEARCH LAND SALES.	2.25
05/18/15	RESEARCH/ANALYSIS OF SALES; CONFERENCE CALL WITH ENGINEER; ANALYSIS OF DAMAGES; REVIEW OF ENGINEER'S ANALYSIS; PREPARE FOR MEETING WITH CLIENTS.	4.75
05/19/15	ANALYSIS OF SALES; RAN PRELIMINARY NUMBERS; ANALYSIS OF DAMAGES; CONFERENCE WITH RICK TO PREPARE FOR MEETING; PREPARE EXHIBITS FOR MEETING.	3.50
05/20/15	PREPARE FOR MEETING; MEETING WITH EXPERTS AND OWNERS.	3.00
09/03/15	PREPARE EXHIBITS FOR OWNER'S REPRESENTATIVE; MEETING WITH RICK TO REVIEW.	1.75
	TOTAL HOURS	**22.25**

OWNER	***LEWIS-GRESS***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***304***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
11/27/12	REVIEW INFORMATION ON THE SUBJECT PARCEL; CONFERENCE WITH OWNER'S REPRESENTATIVE.	0.75
12/20/12	PREPARE FOR AND MEET WITH OWNER AND EXPERTS TO BECOME FAMILIAR WITH FAMILY OWNERSHIPS/USES AND REVIEW TAKING.	1.25
01/02/13	REVIEW SURVEY FOR SUBJECT.	0.50
01/03/13	REVIEW EASEMENTS PROVIDED BY OWNER REGARDING ACCESS.	1.25
01/24/13	REVIEW ADDITIONAL TITLEWORK REGARDING ACCESS; CONFERENCE WITH OWNER'S REPRESENTATIVE.	1.00
02/28/13	MEETING WITH ENGINEER; CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW SURVEYS AND EASEMENTS.	1.00
04/21/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO DISCUSS PRELIMINARY OPINIONS ON HIGHEST AND BEST USE OF THE SUBJECT PARCEL.	0.75
04/22/14	REVIEW INFORMATION ON THE SUBJECT PARCEL FROM OWNER'S REPRESENTATIVE.	0.25
03/09/15	REVIEW AND CONFERENCE WITH OWNER'S REPRESENTATIVE TO PREPARE FOR MEETING.	1.25
03/23/15	REVIEW CFX APPRAISAL; PREPARE FOR AND MEET WITH OWNERS TO REVIEW VALUATION ISSUES AND SCOPE OF WORK.	3.75
04/13/15	PREPARE FOR AND INSPECT SUBJECT; MEET WITH OWNERS TO DISCUSS TAKING.	1.50
05/15/15	REVIEW INFORMATION TO PREPARE FOR MEETING; MEETING WITH ASSOCIATE TO PREPARE FOR MEETING.	1.50
05/20/15	PREPARE FOR AMD MEET WITH OWNERS TO REVIEW OUR PRELIMINARY FINDINGS.	4.25

OWNER	***LEWIS-GRESS***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)	***304***	
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
09/03/15	PREPARE AND REVIEW ADDITIONAL DOCUMENTS FOR CFX.	0.75
12/04/15	REVIEW INFORMATION ON THE ACCESS EASEMENT NEEDED BY CFX CONTRACTOR.	0.50
12/08/15	REVIEW INFORMATION WE HAVE RECEIVED FROM CFX; CONFERENCE WITH ENGINEER; ANALYSIS OF TWO YEAR TCE VALUES FOR HAUL ROAD; CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW.	1.75
	TOTAL HOURS	**22.00**

CONSENT AGENDA ITEM

#13

Shutts

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

CLIENT-MATTER NO.: 19125.0146

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: May 27, 2016

RE: State Road 429 Wekiva Parkway, Project 429-204; Parcel 262
Mediated Settlement Agreement Including Fees and Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the CFX Board for the mediated settlement agreement between Hafeez R. Ali and Vonney Roberts, (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcel 262 (the "Taking" or "Property") for the construction of State Road 429 Wekiva Parkway, Project 429-204.

DESCRIPTION AND BACKGROUND

Parcel 262 ("Subject Property") is a fee simple acquisition of 4.786 acres, comprising a whole taking of property located on the west side of Plymouth Sorrento Road and north of Ondich Road in Orange County, Florida. The property is improved with a 1,988 square foot manufactured home built in 1987, several sheds, a well, irrigation system and perimeter fencing.

The Property is zoned A-1, Citrus Rural District by Orange County which provides for primarily residential/agricultural uses, and for which future development is uncertain. The future land use designation is R, Rural/Agricultural, by Orange County. The highest and best use of the property as vacant was determined to be for residential use. The highest and best use as improved is the continued use of the existing improvements.

The CFX's appraisal of the property was prepared by Chad Durrance, MAI, of Durrance & Associates. Mr. Durrance used a sales comparison approach to estimate the land and residential improvements of the Subject Property. In estimating the land value of the Subject Property, Mr. Durrance concluded a land value of $27,500 per acre, for a taking value of $131,500.

Mr. Durrance opined the improvements for the Subject Property at $88 per square foot of

living area, or $43,500. Adding the previous land value of $131,500, Mr. Durrance opines the total value of the Subject Property to be $175,000.

Bradley J. Pierson of Pierson Appraisal Group prepared the appraisal report for the Respondents. Based upon information from land planner Dale Laughner, Mr. Pierson opined it is reasonably probable the Subject Property would be annexed into the City of Apopka and re-zoned for a greater density use or for use as an Adult Living Facility, which was the intent of the Respondents, and developed alone or by assemblage with adjoining properties. Mr. Pierson opines the highest and best use of the Subject Property as vacant is for future assisted living facility (ALF) development or high density residential development. The highest and best use as improved would be for an interim use of the improvements until re-development took place.

Mr. Pierson utilized three (3) comparable land sales ranging in value from $64,893 to $146,444 per acre, arriving at a valuation of $100,000 per acre for the Subject Property or $478,600 plus the easement area abutting the north of the property at 60% of the land value or $17,665 to arrive at a total land value for the land taken of $496,265. Mr. Pierson utilized the Cost Approach to value the improvements (new) at $136,065, less depreciation of $33,045, or a total value of the improvements of $103,020. Mr. Pierson opines the total value of the land and improvements is $599,285.

Counsel for the Respondents had noticed the matter for trial, but a trial date was not yet scheduled when the parties agreed to mediate this matter. During mediation, the parties were able to reach a settlement in the amount of $249,000 as full settlement of all claims for compensation by the property owner, plus statutory attorney's fees totaling $21,925.20, plus reduced expert fees and costs totaling $30,000.00. Additionally, as a condition of the Mediated Settlement Agreement, the Respondents agreed to resolve any and all apportionment claims with respect to Parcel 262, and further agreed to waive any apportionment claim for their interest in an easement on an adjoining property (Parcel 266). David A. Holloway, counsel for the Respondents, advised Right-of-Way Counsel on March 15, 2016, that the apportionment issues related to the easement on Parcel 262 had been resolved. Mr. Holloway agreed to a reduced fee of $3,500 for supplemental apportionment attorney's fees and costs related to the resolution of the apportionment issue.

For the above-cited reasons, Right-of-Way counsel requests the CFX Board approve the mediated settlement in the amount of $249,000, plus attorney's fees and costs and expert's fees and costs totaling $55,425.20, which is in the CFX's best interest. Settlement of the underlying claim, apportionment issues, and all fees and costs will eliminate further risk and unnecessary expenses that the CFX will ultimately incur with further litigation of the condemnation action to acquire Parcel 262.

At its May 25, 2016, meeting, the Right-of-Way Committee agreed to recommend the settlement of this matter to the CFX Board.

RECOMMENDATION

We respectfully request that the CFX Board approve the proposed settlement agreement with a total settlement of $304,425.20 in full settlement of all claims for compensation and apportionment in the acquisition of Parcel 262, including all statutory and supplemental attorney's fees and costs and all experts' fees and costs.

ATTACHMENTS

Exhibit "A" – Sketch of the Subject Property
Exhibit "B" – Photographs of the Subject Property and Area
Exhibit "C" – Mediated Settlement Agreement – Parcel 262
Exhibit "D" – Experts Invoices

Reviewed by: _____

ORLDOCS 14722230 2

LEGAL DESCRIPTION

PARCEL 262
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

THAT PART OF THE NORTH 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8615, PAGE 4918, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

"A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA. LESS THE NORTH 337.86 FEET THEREOF AND ALSO LESS THE EAST 30.00 FEET FOR ROAD PURPOSES.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 1; THENCE ALONG THE EAST LINE OF SAID SECTION 1 NORTH 00 DEGREES 07'20" WEST 663.42 FEET; THENCE SOUTH 89 DEGREES 10'25" WEST 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF PLYMOUTH SORRENTO ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 00 DEGREES 07'20" WEST 326.54 FEET; THENCE SOUTH 89 DEGREES 03'09" WEST 639.36 FEET; THENCE SOUTH 00 DEGREES 02'02" WEST 325.39 FEET; THENCE NORTH 89 DEGREES 10'25" EAST 640.23 FEET TO THE POINT OF BEGINNING."

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

CONTAINING 4.786 ACRES, MORE OR LESS.

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

RUSSELL J. MARKS, PSM NO. 5623 — DATE 12/18/13

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13		URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 1 OF 2

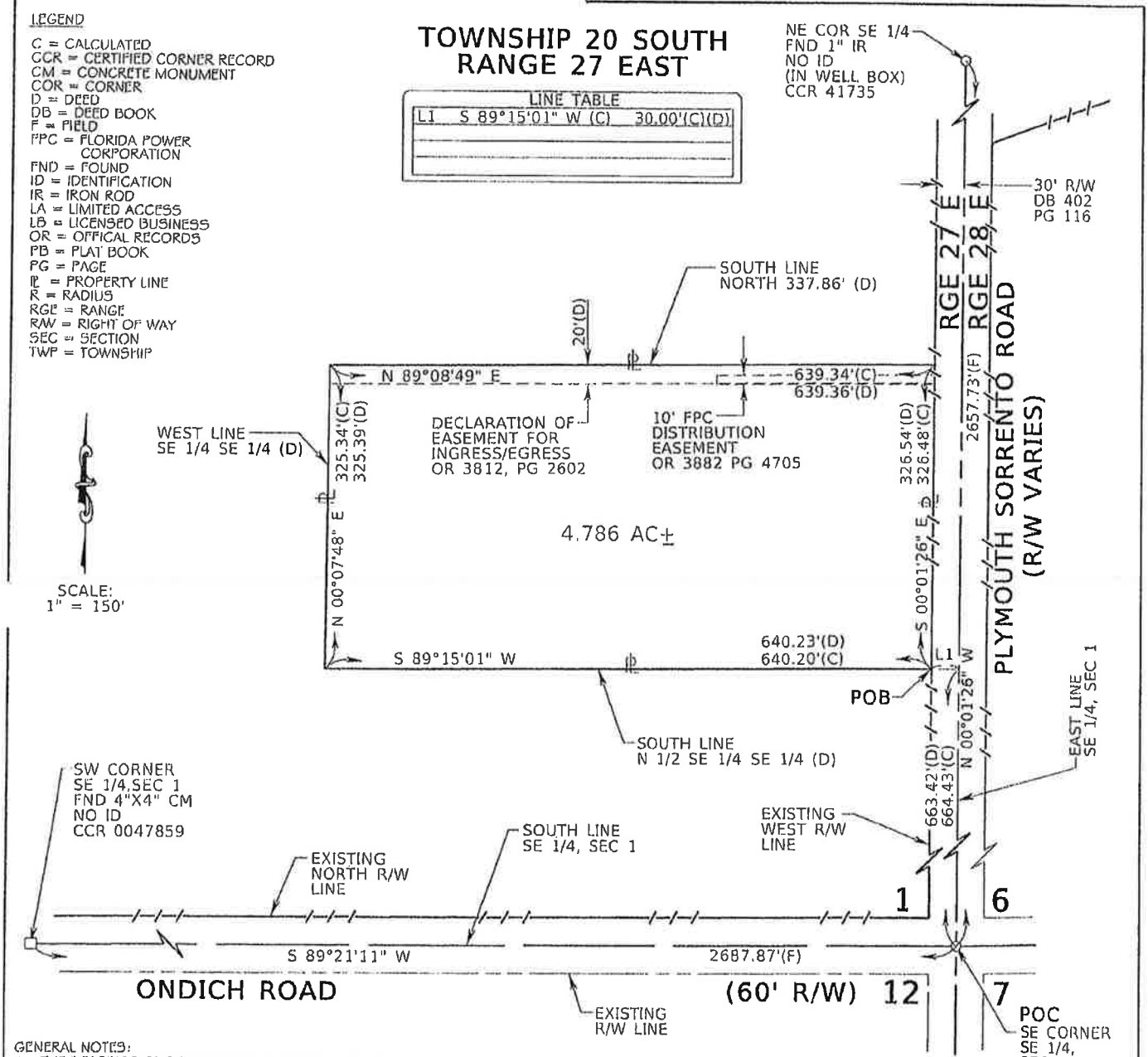
EXHIBIT "A"

SKETCH OF DESCRIPTION

PARCEL 262
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND

C = CALCULATED
CCR = CERTIFIED CORNER RECORD
CM = CONCRETE MONUMENT
COR = CORNER
D = DEED
DB = DEED BOOK
F = FIELD
FPC = FLORIDA POWER CORPORATION
FND = FOUND
ID = IDENTIFICATION
IR = IRON ROD
LA = LIMITED ACCESS
LB = LICENSED BUSINESS
OR = OFFICAL RECORDS
PB = PLAT BOOK
PG = PAGE
℄ = PROPERTY LINE
R = RADIUS
RGE = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP

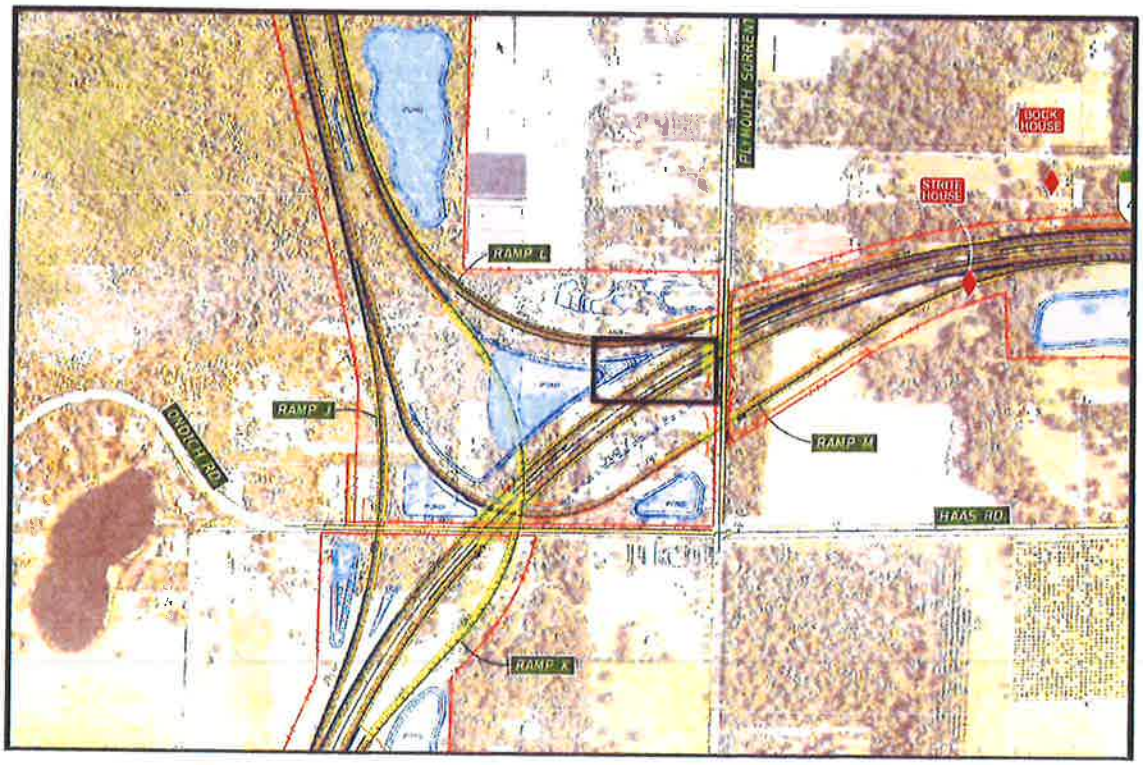


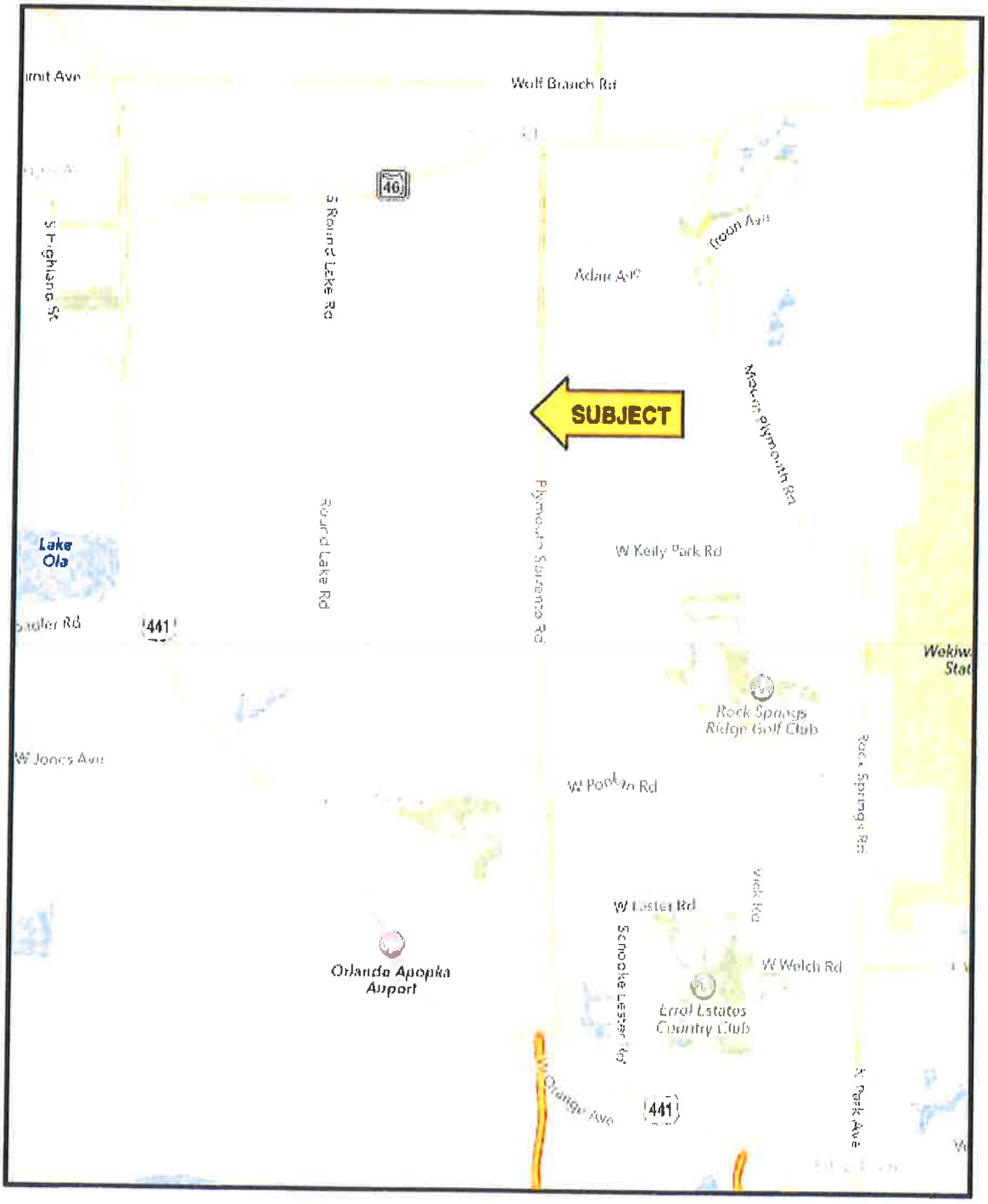
GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 27, 2012, FILE NO. 2037-2857129 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

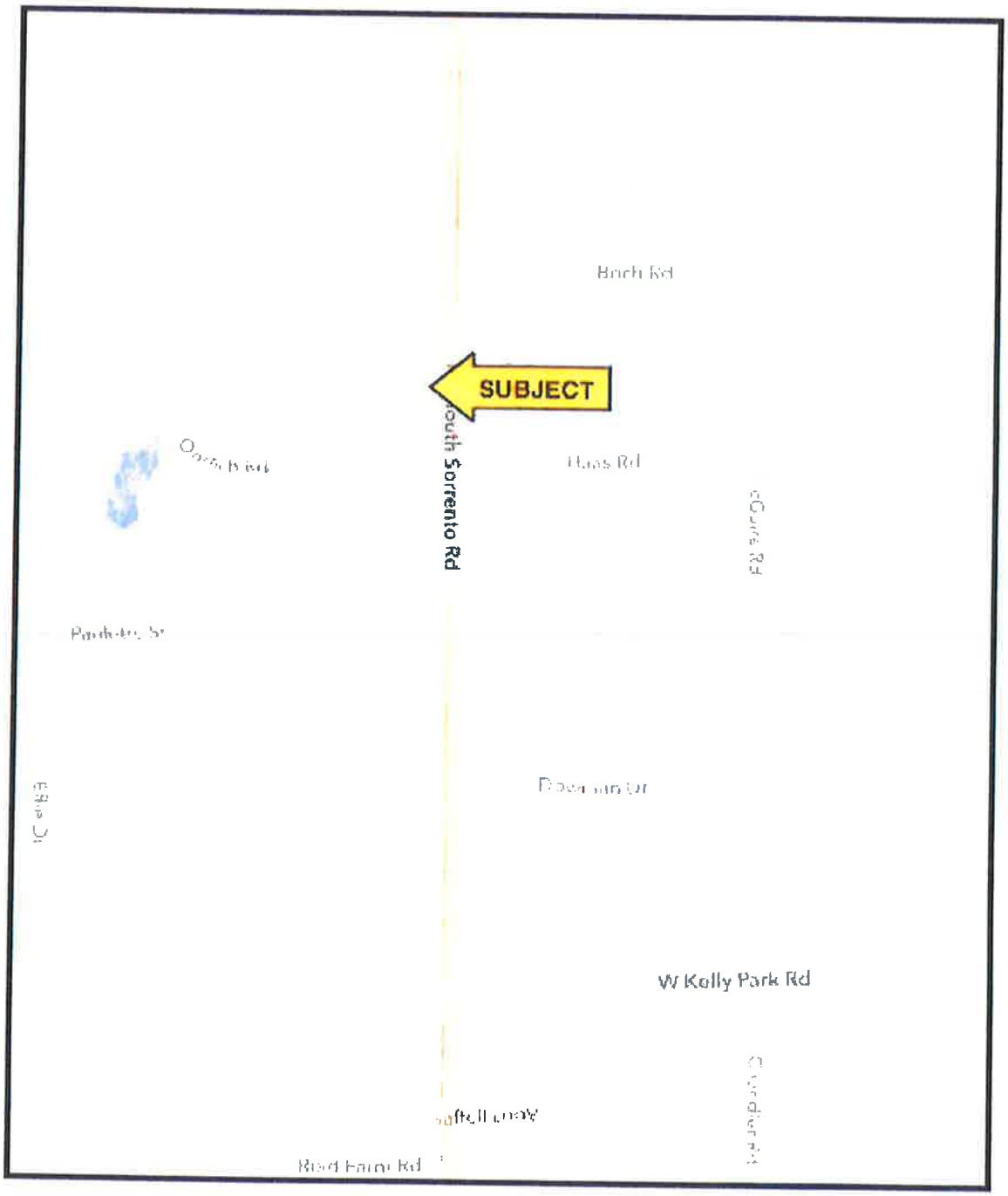
FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 12/18/13		URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO: 429-204			SHEET: 2 OF 2

The proposed design of the Wekiva Parkway improvements in the area of the subject property is shown below.

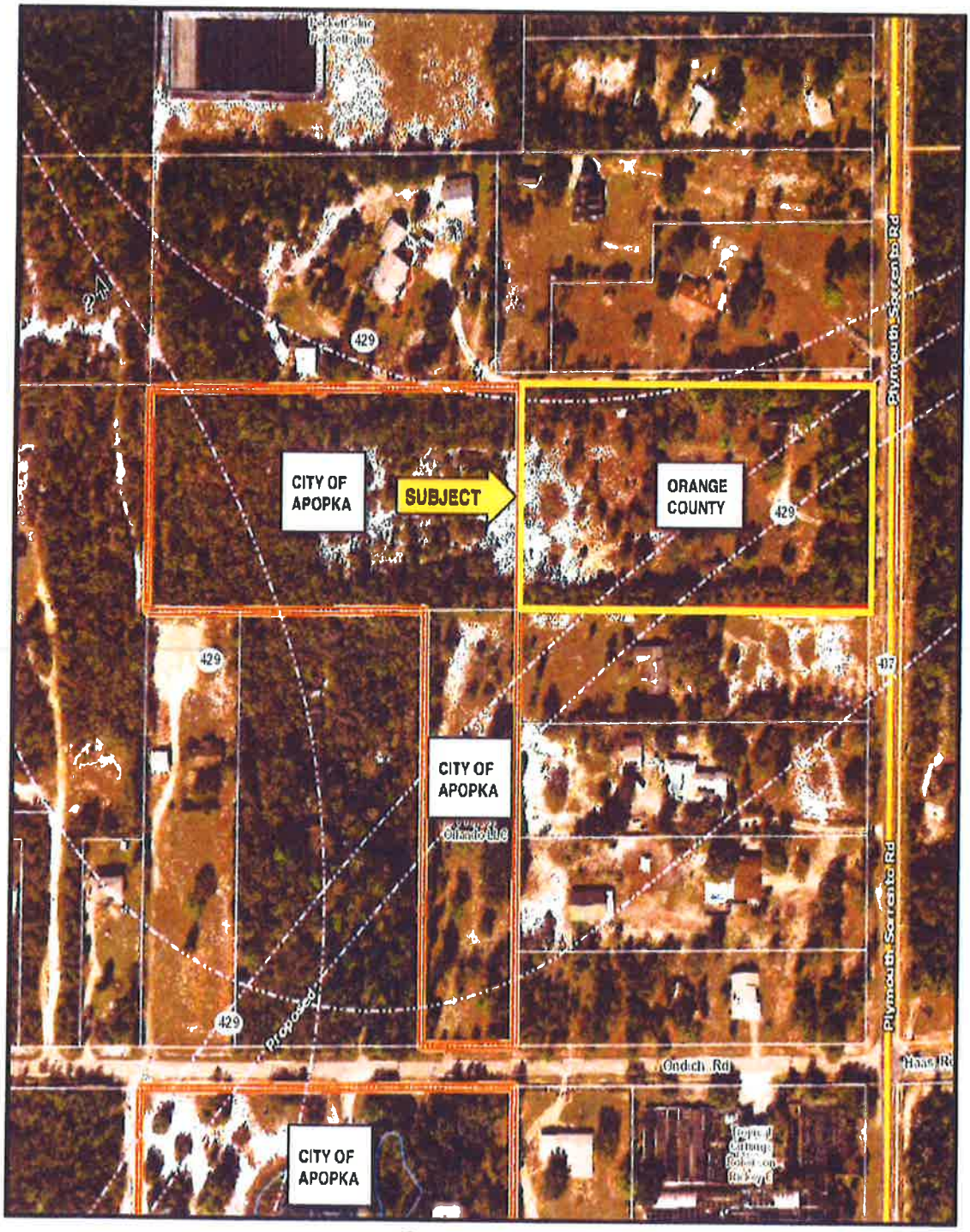




N **LOCATION MAP**



LOCATION MAP



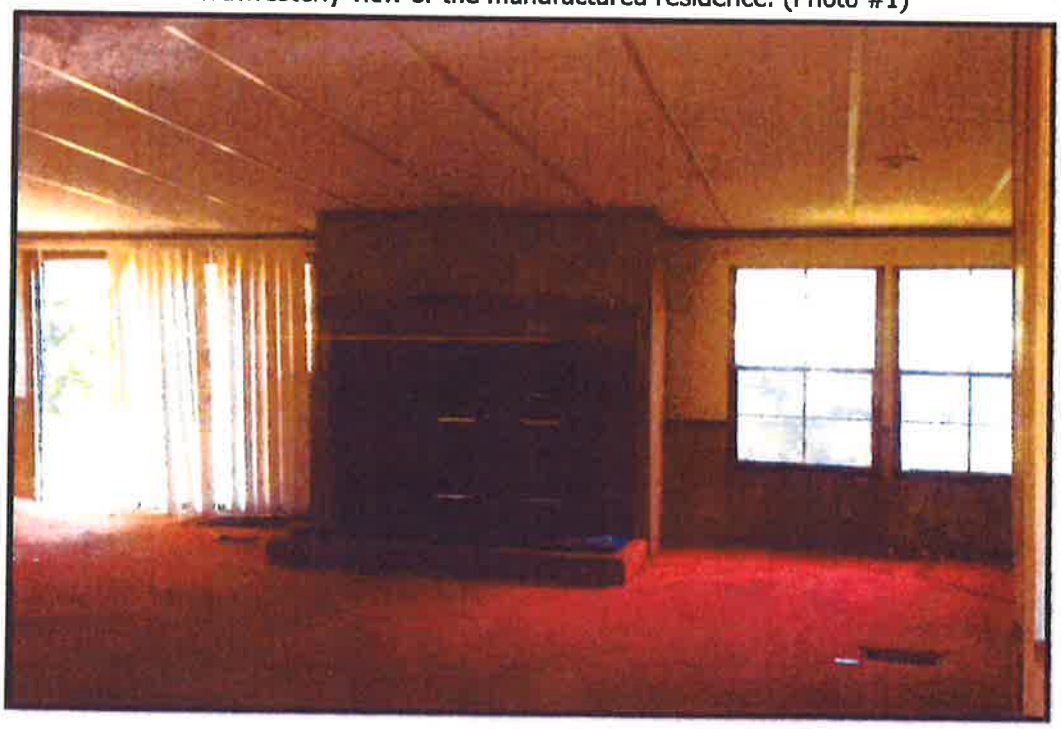
AERIAL

(Source: OCPAFL.org – 2014 Image Date)

N **AERIAL/SKETCH**

N **BIRDS EYE/IMPROVEMENTS**

Northwesterly view of the manufactured residence. (Photo #1)



Interior view of residence (taken through window). (Photo #2)

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,

Petitioner,

v.

Case No.: 2015-CA-001150-O
Parcel: 262

HAFEEZ R. ALI, et al.

Respondents.

_____/

MEDIATED SETTLEMENT AGREEMENT

At the Mediation Conference held on January 12, 2016, the parties reached the following Settlement Agreement:

1. Petitioner will pay to Respondents, Hafeez R. Ali and Vonney Roberts, the sum of Two Hundred Forty-Nine Thousand Dollars exactly ($249,000) in full settlement of all claims for compensation from Petitioner whatsoever, including statutory interest and all claims related to real estate and business damages, if any, but excluding attorney's fees and expert witness costs. The settlement sum may be subject to claims of apportionment by any party in this case having a property interest in or a lien on the subject property. Petitioner previously deposited in the Registry of the Court Petitioner's good faith estimate in the amount of One Hundred Seventy-Five Thousand Dollars ($175,000). Within thirty days from the date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment, Petitioner will pay to Respondents, by deposit in the Registry of the Court or, in the event of no apportionment claim, by payment to the trust account of Respondents' attorney, the sum of Seventy-Four Thousand Dollars exactly ($74,000), representing the difference between the total settlement sum referenced above and Petitioner's previous deposit in this case.

2. In addition to the settlement amount referenced in Paragraph 1 of this Settlement Agreement, Petitioner will pay to the trust account of Respondents' attorney the sum of Twenty-One Thousand Nine Hundred Twenty-Five Dollars and 20/100ths ($21,925.20) in full settlement and satisfaction of all attorney's fees, including all fees related to monetary benefits, non-monetary benefits, and all law firm litigation costs in this case, but excluding supplemental proceedings related to apportionment, if any.

EXHIBIT "C"

3. In addition to the above-referenced settlement sum and the above-referenced attorney's fees and law firm litigation costs, Petitioner will pay to the trust account of Respondents' attorney the sum of Thirty Thousand Dollars ($30,000) in full settlement and satisfaction of all expert witness costs incurred by Respondents in this case.

4. This Settlement Agreement is conditioned upon Respondents resolving any and all apportionment claims with respect to Parcel 262 within 60 days from the date of this Agreement. Upon the satisfaction or waiver by Respondents of the apportionment condition, this Settlement Agreement will be placed on the agenda for the Right of Way ("ROW") Committee and Central Florida Expressway Authority ("CFX") Board and is conditioned upon final approval by the ROW Committee and then the CFX Board.

5. Counsel for Petitioner and Respondents will jointly submit to the Court a mutually approved Stipulated Final Judgment containing the terms and conditions of this Settlement Agreement within fifteen days from the date of approval of this Settlement Agreement by the CFX Board.

6. The parties agree to waive any confidentiality provisions set forth in Chapter 44 of Florida Statutes, the Florida Rules of Civil Procedure, and the Florida Rules of Evidence, if applicable, for the limited purpose of consideration of this proposed Settlement Agreement by the ROW Committee and the CFX Board. Counsel and the CFX representative agree to recommend this Settlement Agreement to the ROW Committee and the CFX Board.

7. This Settlement Agreement includes full and complete satisfaction of Respondents' easement interest and apportionment claim in Parcel 266 owned by Warren and Wendy Ackley. Accordingly, Respondents hereby waive any apportionment claim to Parcel 266.

8. This Settlement Agreement, executed by the parties and their counsel on January 12, 2016, contains all of the agreements of the parties.

Linda Brehmer Lanosa, Esq.
Deputy General Counsel
on behalf of Petitioner, CFX

Respondent, Hafeez R. Ali

David A. Shontz, Esq.
Attorney for Petitioner

Respondent, Vonney Roberts

William B. Smith, Esq.
Circuit Court Mediator

David W. Holloway, Esq.
Attorney for Respondents

Pierson **A**ppraisal **G**roup
Real Property Advisory, Eminent Domain Consultants
1635 Lakewood Drive South
Lakeland, Florida 33813
(863) 647-5570
(863) 647-5009 Facsimile

January 11, 2016

Re Project Name: Wekiva Pkwy
County: Orange
Owner: Ali/Roberts
Parcel: 262

INVOICE FOR SERVICES RENDERED

1/9/15	Teleconference with Mr. Holloway re: Ali/Roberts Property. Reviewed Property appraiser information re: subject property. 6 hours @ $195.00/hour
1/15/15	Received FDOT Appraisal Report - reviewed report, TC w/Mr. Holloway 7 hours @ $195.00/hour
1/27/15	Site meeting with Dale Laughner re: highest and best use, development in the area and potential for the property. 5 hours @ $195.00/hour
2/12/15	Reviewed all data and information pertaining to the Ali/Roberts Property, set up appraisal file, pilled all relevant internet data, phone conference with David Holloway & Dale Laughner re: parent tract issues and easement location and rights. 5 hours @ $195.00/hour
3/13/15	Telephone conference with Dale Laughner re: highest and best use, other similar uses in Orange County. 1.5 hours @ $195.00/hour
4/3/15	Received Preliminary Planning report, reviewed report, TC w/Dale Laughner, TC w/David Holloway 4.5 hours @ $195.00/hour
4/6/15	Began sales research. 8 hours @ $195.00/hour
4/7/15	Site re-inspection. Preparation for OT hearing 8 hours @ $195.00/hour
4/8/15	Attend and testify at OT Hearing 4 hours @ $195.00/hour

EXHIBIT "D"

4/9/15	Sales research, vacant residential/commercial land sales in Orange County. 8 hours @ $195.00/hour
4/10/15	Sales research, TC w/Dale Laughner, TC w/David Holloway 8 hours @ $195.00/hour
4/13/15	Sales research - Assisted Living Facilities - Vacant and Improved sales, locations and types of facilities. 8 hours @ $195.00/hour
4/20/15	Sales inspections of all sales (Improved ALF and vacant) 8 hours @ $195.00/hour
4/21/15	Meeting w/Mr. Holloway @ Seminole office 4 hours @ $195.00/hour
4/22/15	Sales confirmation and sales write-up. 8 hours @ $195.00/hour
4/24/15	Compiled sales data for properties purchased by the Central Florida Expressway Authority. Created map and mapped sales and Wekiva Parkway route 8 hours @ $195.00/hour
6/11/15	Began preliminary appraisal writing with collection of sales and data. 8 hours @ $195.00/hour
7/16/15	Continued sales research for both vacant residential and commercial sales. TC w/Dale Laughner re: Highest and best use 6 hours @ $195.00/hour
7/20/15	TC w/Dale Laughner, TC w/David Holloway 1 hour @ $195.00/hour
10/12/15	Continued appraisal writing. Report set-up, description of property, zoning and land use, reviewed neighborhood data and land valuation. TC w/Dale Laughner. 8 hours @ $195.00/hour
10/30/15	Continued appraisal writing. TC w/David Holloway re: easement rights to be compensated for, potential development of the property 5 hours @ $195.00/hour
12/1/15	Continued appraisal writing. Analysis of property as residential development of separate lots with common access road, possibility of ALF development. 8 hours @ $195.00/hour
12/2/15	Property re-inspection 2 hours $195.00/hour

12/3/15	Continued Appraisal writing. TC with David Holloway re: site analysis, highest & best use issues, condition of the existing home on the property 8 hours @ $195.00/hour
12/4/15	Continued appraisal writing. TC w/David Holloway. 7 hours @ $195.00/hour
12/7/15	Continued appraisal writing. Sent draft report to David Holloway. 7 hours @ $195.00/hour
12/8/15	TC w/David Holloway, completed appraisal report, made minor revisions sent report to Mr. Holloway. 8 hours @ $195.00/hour
12/10/15	TC w/David Holloway re: mediation and exhibits for mediation. Reviewed file, reviewed DOT report, prepared land exhibit for mediation. 5.5 hours @ $195.00/hour
1/4/16	Mediation preparation meeting at Mr. Holloway's office. Reviewed of appraisal and sales, sales throughout the corridor area that impacted the market. 3 hours @ $195.00/hour
1/15-12/15	E-mail correspondence dates: 1/15/15, 1/28/15, 2/16/15, 3/4/15, 4/2/15, 4/5/15, 4/6/15, 4/7/15, 4/9/15, 4/30/15, 5/4/15, 5/8/15, 5/26/15, 6/22/15, 11/20/15, 11/22/15, 12/3/15, 12/6/15, 12/7/15, 12/8/15, 12/18/15 4 hours @ $195.00/hour

Totals for - Parcel 262 - Ali/Roberts

WORK COMPLETED BY	RATE	HOURS	TOTAL	
PRINCIPAL	$195/hr	181.50	$35,392.50	
ASSOCIATES	N/A	-0-	-0-	
Other Experts			-0-	
TOTAL FOR APPRAISAL SERVICES RENDERED				***$35,392.50***

Bradley J. Pierson

Bradley J. Pierson, State Certified General Appraiser RZ1977
Pierson Appraisal Group, Inc.
F.E.I.D. 59-3418505

ALI / Roberts Case Time Sheet Parcel 262	**All work by Dale Laughner**			
Work Description	**Time**	**Date**	**Rate** $185 / Hour	**Invoice Amount**
Began work, TC with Mr. Pierson regarding entitlements and scheduling of meeting.	0.5	1/10/15		$92.50
Established location of property, studied the Orange County property appraiser site record and map, studied surrounding area, TC with Mr. Pierson regarding location on the Apopka City line relative to agreement between Orange County and Apopka and received and reviewed Durrance appraisal.	3.25	1/16/15		$601.25
Researched the location of the Orange County and Apopka Comprehensive Plan boundaries and approved projects in the area. Emails with Mr. Pierson regarding roads in the area.	2.5	1/18/15		$462.50
Review FDOT appraisal and maps, research on FDOT property owned east of the site and north of the site.	1.25	1/20/2015		$231.25
Research the location of Pine Plantation and the sales history, Orlando Sentinel news article and Kelly Park Crossing approval as a DRI. Emails with Mr. Pierson regarding the project. Prepare planning report.	1.75	1/22/15		$323.75
Site meeting	5.0	1/27/15		$925.00

Email, TC with Mr. Pierson, research Orange County Comprehensive Plan and prepare draft planning report.	2.25	1/27/15		$416.25
Email with Mr. Pierson and prepare planning report. Acquire maps and aerials and copy of the Wekiva Protection Act, study State law regarding the protection of the Wekiva River basin and related regulations.	2.0	2/2/15		$370.00
Research ALFs and study Kelly Park Crossings DRI, ADA.	3.0	2/6/15		$555.00
Call to the City of Apopka regarding the Comprehensive Plan and to set a meeting. Acquire maps, aerials and the Wekiva Protection Act. Study State Statute. Email, TC with Mr. Pierson regarding parent track & easement rights. Research on regional recreation complex.	3.25	2/12/15		$601.25
Study the Orange County Comprehensive Plan. Research the parcels condemned that were not necessary for construction of the Expressway. Research and study the Kelly Crossings DRI. Email to Mr. Pierson regarding buildout of the Kelly Park Crossing DRI/ADA.	2.0	2/16/15		$370.00
Meet with planning staff at the City of Apopka.	2.25	2/24/15		$416.25
Review draft planning report and transmit to Mr. Pierson.	0.50	2/26/15		$92.50
Email with Mr. Hollow & Mr. Pierson, call with Mr. Pierson. Prepare planning report.	5.0	3/13/15		$925.00

All work done by Dale Laughner

Prepare planning report.	1.5	3/24/15		$277.50
Research the condemnation of sites not required for Wekiva Expressway construction, in a larger area.	3.50	3/25/15		$647.50
Research the condemnation of sites not required in a larger area.	3.50	3/26/15		$647.50
Email to Mr. Pierson regarding Alf locations and Kelly Park Crossing DRI. Research Pine Plantation project.	1.75	4/2/15		$323.75
Email and call to Mr. Pierson regarding Alf locations. Research Orange County Land Development Code, study existing and planned sanitary sewer improvements.	2.0	4/3/15		$370.00
Email to Mr. Pierson. Research the environmental makeup of wetland purchases as compared to the subject site. Market analysis of the general area.	3.0	4/4/15		$555.00
Email to Mr. Pierson. Find other ALF sites. Call to Orange County Planning. Prepare planning report. Research Orange County and Apopka approved plan amendments.	4.25	4/6/15		$786.25
Meeting with Apopka engineering staff regarding planned sanitary sewer improvements.	2.25	4/7/15		$416.25
Email to Mr. Pierson. Research the Wekiva Protection Statute. Prepare planning report. Call to Orange County Planning Department and calls to Apopka planning regarding history of	5.25	4/8/15		$971.25

All work done by Dale Laughner

entitlements.				
Email to Mr. Mr. Holloway. TC with Mr. Pierson, research, map of other approved sites in area.	2.25	4/10/15		$416.25
Continue research on Kelly Crossings DRI / ADA regarding access, drive time, area required for housing in Apopka and Orange County according to the Kelly Park Crossing DRI/ADA schedule of development, prepare aerials and maps, research on ALF locations.	4.0	4/13/15		$740.00
Prepare planning report and email to Mr. Pierson, continue analysis of the Orange County / Apopka Ordinance.	2.0	4/15/15		$370.00
Research on ALFs. Study research prepared by Apopka regarding the history of approved plan amendments, rezoning, and annexations, prepare report, prepare maps. TC with Mr. Pierson regarding Apopka research and HBU and call to Apopka Planning.	3.0	4/16/15		$555.00
Research the Orange County Interchange Plan and map and location of the area of the Wekiva River basin, research the Orange County Land Development Code. Research provisions of the Apopka Comprehensive Plan Land Use Element policies, study land use plan map designation changes at the Interchange at the Kelly Park Crossing DRI/ADA and evaluate mixed use development at and around the interchange.	1.75	4/17/15		$323.75

All work done by Dale Laughner

Researched the Orlando Sentinel to find information regarding the Lawsuit on Kelly Park Crossings, prepare planning report, locate and study the dates of condemnation on properties east of the site.	2.75	4/19/15		$508.75
Continue research on Properties condemned east of the property and properties condemned along the alignment of the Wekiva Expressway from Kelly Park Crossing to eastern terminus.	1.5	4/20/15		$277.50
Meeting with Mr. Pierson, and Mr. Holloway, to review site maps.	1.75	4/21/15		$325.75
Research unadopted plan amendment prepared for new Land Development code, calls to Apopka Planning prepare report, research on probability of annexation.	4.5	4/22/15		$740.00
Call to Apopka Planning Department regarding research on rezonings and plan amendments in Apopka and northeast Orange County.	1.75	4/23/15		$323.75
ALF research, rezoning and plan amendments in Orange County, State regulations regarding development in the Wekiva River basin. TC with the Orange County Planning Department staff.	1.75	4/24/15		$323.75
Research Pine Plantation and the Expressway Authority condemnation of Parcels along the Expressway between	4.75	4/27/15		$878.75

All work done by Dale Laughner

the Kelly Park Crossing to eastern terminus & Apopka service area for sanitary sewer expansion, call to Apopka utility engineering. Prepare draft planning report, aerials and maps.				
Email to Mr. Pierson regarding research on HBU, prepare planning report, study the entitlements of the Kelly Park Crossings DRI/ADA.	1.25	5/7/15		$231.25
Continued analysis of the area required for the buildout of the Kelly Park Crossings project, analysis of the commercial, industrial and office square footage to be built and employees employed there.	4.0	5/10/15		$740.00
Continue research on ALF, Call to the Apopka Planning Department, preparation of planning report.	3.0	5/11/2015		$555.00
Research utilities to be provided by the Kelly Park Crossing DRI/ADA, prepare report, research into ALfs.	2.75	5/12/15		$508.75
Field inspection, prepare report. Analysis of Kelly Park DRI, DO relative to future growth in the area and HRDP on the site.	3.25	5/13/15		$601.25
Continue analysis of the Kelly Park Crossing DRI, DO as to size and impact in Orange County, Apopka and Lake County as to office building sizes (employees) and related homes to be built in the impact area. Same for retail and industrial uses.	3.75	5/14/15		$693.75

All work done by Dale Laughner

Continued research on draft maps prepared by Apopka Planning.	1.25	5/15/15		$231.25
Report preparation	3.0	5/19/15		$555.00
Research on Adult Living Facilities, report preparation.	2.0	5/20/15		$370.00
Research property purchases and ALF analysis. Report preparation.	6.0	5/11/15		$1,110.00
Hours	123.5			
Total				**$22,757.00**

All work done by Dale Laughner

DAVID W. HOLLOWAY, P. A.

Apportionment Fees
CFX v. Ali/Roberts

Date	Initials	Description	Time	Rate	Amount
4/6/15	DWH	emails from and to Kurt Bauerle, Esquire re appraisal	0.2	$400	$80.00
4/6/15	JR	email to Kurt Bauerle, Esquire	0.2	$125	$25.00
4/17/15	DWH	review file; determine percentage of good faith deposit possibly due easement holders; draft Order Granting Apportionment and Withdrawal of Funds	2	$400	$800.00
4/17/15	JR	email to Kurt Bauerle, Esquire	0.1	$125	$12.50
4/23/15	JR	follow up email to Kurt Bauerle, Esquire re proposed Order	0.2	$125	$25.00
4/28/15	DWH	office conference with JR	0.3	$400	$120.00
4/28/15	JR	telephone call to Kurt Bauerle, Esquire; receipt and review of email from Kurt Bauerle, Esquire; office conference with DWH	0.8	$125	$100.00
4/29/15	JR	revise Order Granting Apportionment and Withdrawal of Funds; email to Kurt Bauerle, Esquire	0.3	$125	$37.50
5/4/15	JR	review judicial calendaring system for Judge Kest; email to Kurt Bauerle, Esquire	0.4	$125	$50.00
1/12/16	DWH	telephone call with client re apportionment; contact Kurt Bauerle, Esquire	0.4	$400	$160.00
1/20/16	DWH	contact Kurt Bauerle, Esquire to discuss apportionment	0.1	$400	$40.00
1/27/16	DWH	review file and previous Order Granting Apportionment; calculate funds possibly due easement holders; research entitlement issues; telephone call to client; conversation with Kurt Bauerle, Esquire; email to Kurt Bauerle, Esquire	3.3	$400	$1,320.00
1/29/16	DWH	receipt and review of email from Kurt Bauerle, Esquire re apportionment of settlement proceeds	0.2	$400	$80.00
2/16/16	DWH	telephone call to client	0.5	$400	$200.00
2/17/16	DWH	telephone call from client re apportionment issues; email to David Shontz, Esquire	1.1	$400	$440.00
3/14/16	DWH	contact Kurt Bauerle, Esquire to discuss apportionment; set up conversation on March 15th	0.2	$400	$80.00
3/15/16	DWH	telephone call to client; telephone call and email to Kurt Bauerle, Esquire re sums to be paid easement holders	1.1	$400	$440.00
3/21/16	DWH	receipt and review of email from Kurt Bauerle, Esquire confirming apportionment amount; telephone call to client	0.5	$400	$200.00
TOTAL					$4,210.00

CONSENT AGENDA ITEM

#14

MEMORANDUM

TO: CFX Board Members

FROM: Joseph L. Passiatore, General Counsel

DATE: June 9, 2016

SUBJECT: Second Amendment to Innovation Way/Beachline Interchange Agreement

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The attached Second Amendment to Amended and Restated 2006 Innovation Way/Bachline Interchange Agreement accomplishes the following:

1. Includes a realignment of the South Approach to the interchange as part of the project and apportions the additional costs to Suburban Land Reserve ("SLR").
2. Provides for joint use of stormwater ponds to accommodate stormwater drainage from the Realigned South Approach.
3. Amends the commencement and completion of construction dates to reflect CFX's recent award of the design build contract.

The Second Amendment has been approved by SLR and the Orange County Commission. CFX Legal and Engineering staff recommend approval.

JLP/ml
Attachment

cc: Joseph A. Berenis
Glenn Pressimone
Ben Dreiling

Reviewed by: _____

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: May 10, 2016

17 MAY 16 PM 3:27

Prepared by and return to:
Vivien J. Monaco, Esq.
Burr & Forman, LLP
200 S. Orange Avenue, Suite 800
Orlando, FL 32801

Tax Parcel I.D. Numbers:
Portions of the following parcels:
Tax Parcel No. 25-23-31-0000-00001; and
Tax Parcel No. 36-23-31-0000-00002.

SECOND AMENDMENT TO AMENDED AND RESTATED 2006 INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT

INNOVATION WAY AND BEACHLINE EXPRESSWAY

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED 2006 INNOVATION WAY/BEACHLINE INTERCHANGE AGREEMENT (the "Second Amendment"), effective as of the latest date of execution ("Effective Date") is entered into by and among **SUBURBAN LAND RESERVE, INC.,** a Utah corporation ("SLR"), whose mailing address is 79 S. Main Street, Suite 500, Salt Lake City, Utah, 84111, **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, Florida, 32802-1393, and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, successor-in-interest to Orlando-Orange County Expressway Authority ("OOCEA"), a body politic and corporate and an agency of the State of Florida established pursuant to Part V of Chapter 348, Florida Statutes ("CFX"), whose mailing address is 4974 ORL Tower Road, Orlando, Florida, 32807 (individually, a "Party", and collectively, the "Parties").

WITNESSETH:

WHEREAS, SLR is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference "Property"; and

WHEREAS, SLR, County, and OOCEA, predecessor-in-interest to CFX, entered into that certain Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, which was approved by SLR on May 27, 2014, by County on June 10, 2014, and by OOCEA on June 12, 2014, with an Effective Date of June 12, 2014 (the "Initial Agreement") a memorandum of which was recorded on June 13, 2014, at Official Records Book 10758, Page 8144, Public Records of Orange County, Florida, as was amended by the Parties by virtue of that certain First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement, which was approved by SLR on August 13, 2015, by County on September 15, 2015, and by CFX on October 8, 2015, with an effective date of October 8, 2015, recorded at Official Records Book 10996, Page 3948, Public Records of Orange County, Florida, (the "First Amendment") (collectively referred to as the "Agreement"); and

WHEREAS, the date set forth in the Agreement for CFX to Commence Construction is the later of ten (10) months after the Effective Date of the Initial Agreement (ten months from June 12, 2014, or April 12, 2015), or 180 days after CFX's acquisition of the Super Corridor Land (180 days from December 17, 2015, or June 14, 2016);

WHEREAS, the south approach design to the Innovation Way/Beachline Interchange (the "Interchange") has been realigned at the request of SLR and the realignment is reflected in the current design of the Interchange; and

WHEREAS, the realignment of the south approach and its conveyance to the County following completion of construction by CFX will leave portions of the right-of-way of currently existing Aerospace Parkway and ICP Boulevard outside of the realigned Aerospace Parkway and ICP Boulevard; and

WHEREAS, upon the County's acceptance of the completed realigned south approach, which will include realignment of Aerospace Parkway and ICP Boulevard, SLR will request that the County vacate those portions of the right-of-way of currently existing Aerospace Parkway and ICP Boulevard outside of the realigned Aerospace Parkway and ICP Boulevard; and

WHEREAS, SLR, County, and CFX now wish to amend the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the Parties hereby covenant and agree as follows:

1. ***Recitals.*** The above recitals are true and correct and are incorporated herein by this reference.

2. ***Definitions.*** Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

3. ***Amendments to Initial Agreement as amended.*** All of the amendments in this Second Amendment apply to the Initial Agreement as amended by the First Amendment, otherwise referred to as the Agreement.

4. ***Revised alignment of and replacement of exhibits for south approach***. The south approach to the Interchange is hereby revised to the alignment as shown in Exhibit "D," attached hereto and incorporated herein, which replaces and supersedes Exhibit "D" attached to the Initial Agreement. Exhibits "A," "B," "E," "G," "H," "J," "N," and "O" attached hereto and incorporated herein also replace and supersede the exhibits of the same designation attached to the Initial Agreement to reflect the revised alignment of the south approach in all such exhibits.

5. ***Parties' agreement to revised alignment of south approach.*** The Parties acknowledge that the Interchange Project, the design of which is close to or complete, includes the revised alignment of the south approach and hereby approve the revised alignment.

6. ***Vacation of right-of-way.*** As depicted on Exhibits "D" and "N," the realignment and construction of the south approach and its connection to Aerospace Parkway will realign portions of existing Aerospace Parkway and ICP Boulevard (together, the "Realigned South Approach"). Once CFX completes construction of the Realigned South Approach and CFX or SLR, as may be applicable, has conveyed, and County has accepted the Realigned South Approach, County will diligently process and take formal action on a petition that will be filed by SLR or its successor-in-interest to vacate the portions of the existing Aerospace Parkway and ICP Boulevard that are not part of the Realigned South Approach (the "Existing Right-of-Way"). In the event SLR or its successor-in-interest files the petition to

vacate the Existing Right-of-Way prior to the County's acceptance of the Realigned South Approach, the County will use its reasonable efforts to schedule a public hearing to consider such petition at the first available Board of County Commissioners meeting following the completion of the petition to vacate application package and County's acceptance of the Realigned South Approach conveyance.

7. ***Amendment to Section 1.*** Section 1 is hereby amended to revise the following definition (underlined text is added; ~~strikethrough~~ text is deleted):

> *Design Engineer:* THE BALMORAL GROUP, the engineering consultants retained by CFX to perform design engineering and permitting for the Interchange Project and related improvements (except for the design engineering and certain permits for the realigned south approach, depicted on Exhibit "D", designed by Donald W. McIntosh and Associates, Inc.).

8. ***Amendment to Section 2.2.1.*** Section 2.2.1 is hereby amended as follows (underlined text is added; ~~strikethrough~~ text is deleted):

> 2.2.1 ~~CFX will undertake the Interchange Project as a design/build project pursuant to which the design and construction services are contracted to a single entity, and the design phase and construction phase of the project overlap.~~ The Scope of Design will continue to govern design of the Interchange Project; provided, however, the Scope of Design will be modified to conform to the express requirements of this Agreement and to ensure the Plans accommodate the IPR. The revised Scope of Design shall be subject to the Parties' mutual approval,

which approval shall not be unreasonably or arbitrarily withheld, conditioned, or delayed.

9. ***Amendment to Section 2.4.2.*** Section 2.4.2 is hereby amended as follows (underlined text is added; ~~strikethrough~~ text is deleted):

2.4.2 ~~Within twenty (20) days after CFX's delivery of the Pre-Award Notice to County and SLR~~Upon completion of the Realigned South Approach, SLR or CFX, as applicable, will convey marketable fee simple title to County to the Interchange Right-of-Way as generally depicted on Exhibit "N" by special warranty deed, free and clear of all liens and encumbrances, restrictions, and easements and rights of third parties, subject only to the interests, covenants, and requirements of this Agreement and to such easements and exceptions as agreed upon by CFX or County, as the case may be, and SLR will deliver to County perpetual, nonexclusive drainage easements, in a form reasonably acceptable to both Parties, ~~or convey marketable fee simple title to all Interchange Right-of-Way and marketable fee title to Stormwater Drainage Ponds.~~ to the Stormwater Ponds identified on Exhibit "B," located on either side of Aerospace Parkway, which shall be joint use Stormwater Ponds, proposed to accommodate stormwater drainage from the Realigned South Approach, Aerospace Parkway, ICP Boulevard, and future surrounding development (the "Joint Use Ponds"). To accommodate future development of the property surrounding the Joint Use Ponds, the Joint Use Ponds may be relocated or reconfigured by SLR and its successors and assigns, at the expense of SLR or its successors and assigns, as

applicable, upon reasonable notice to and approval by the County, which approval shall not unreasonably be withheld, and provided that all required stormwater drainage for the Realigned South Approach, Aerospace Parkway, ICP Boulevard, and any development existing at the time is continuously maintained during and after such reconfiguration or relocation of the Joint Use Ponds. SLR or its successors and assigns, as applicable, shall maintain or cause to be maintained to County standards (*e.g.*, through a property owners association) the Joint Use Ponds, but reserves the right in the future to seek the establishment of a Municipal Services Benefit Unit to levy special assessments for the purpose of paying the cost for maintenance of the Joint Use Ponds. ~~Title shall be conveyed by special warranty deed, free and clear of all liens and encumbrances, restrictions, and easements and rights of third parties, subject to only the interests, covenants, and requirements of this Agreement, and to such exceptions as agreed upon by CFX or County, as the case may be, in writing~~;

10. ***Amendment to Section 2.4.7.*** Section 2.4.7 is hereby amended as follows (underlined text is added; ~~strikethrough~~ text is deleted):

2.4.7 Within ten (10) days after the Effective Date, SLR will deliver to CFX a current Owner's Title Insurance Commitment issued by a title insurer licensed by the State of Florida, evidencing that fee simple absolute title to Interchange Right-of-Way, Stormwater Drainage Ponds, and Utility Easements are vested in SLR and evidencing that the Interchange Right-of-Way, Stormwater Drainage Ponds, and Utility Easements are free and clear of all liens and

encumbrances, except for easements of record, if any, and except other matters of record, all of which shall be subject to CFX's or County's, as the case may ~~iting and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, (ii) or within three (3) days after deposit of sBid~~ be, written approval. In the event the title commitment reflects an encumbrance objectionable to CFX, CFX shall have the right, but not the obligation, to delay awarding the Successful Bid until such time as an acceptable title commitment is provided. If after receiving notice of CFX's title objections SLR is unable through the exercise of reasonable diligence to remove any such objectionable encumbrance from the title commitment, then CFX shall have the right in its discretion to terminate this Agreement by delivering written notice of termination to the other Parties, in which event Section 16.5 below will apply. After closing on the conveyances, SLR will cause the conveyances to be recorded in the Public Records, and will cause to be issued, as applicable, an Owner's Policy of Title Insurance insuring CFX's and County's ownership of the Interchange Right-of-Way, Stormwater Drainage Ponds, and Utility Easements. Such policy shall include the estimated value of the improvements to be constructed or installed within the Interchange Right-of-Way by operation of a pending construction clause, but in no event shall such policy be for an amount less than the appraised market value of such lands. At such time as the aforementioned Owner's Title Insurance Commitment is delivered to CFX or County, SLR agrees not to encumber or otherwise take any action which may result in the encumbering by grant of easement, license, or other instrument

providing for use of or access through the Interchange Right-of-Way, Stormwater Drainage Ponds and Utility Easements or otherwise pledge same as collateral or security.

11. ***Amendment to Section 4.*** Section 4 is hereby amended as follows (underlined text is added; ~~strikethrough~~ text is deleted):

Section 4. Obligation for Bidding, Selection and Award. Subject to extension for delays caused by Force Majeure, CFX shall complete design and permitting, and will Commence Construction, within the later of ten (10) months after the Effective Date or ~~180~~ 240 days after CFX's acquisition of the Super Corridor Land (as defined in Section 34.4 below). At the request of County or SLR, CFX shall deliver to County and SLR complete copies of all information provided to bidders and also of all bids submitted for the Interchange Project. Such copies may, at CFX's election, be provided electronically.

12. ***Amendment to Section 6.*** Section 6 is hereby amended as follows (underlined text is added; ~~strikethrough~~ text is deleted):

Section 6. Construction of Interchange Project by CFX. CFX shall pay the Capital Cost from the SLR and County Contributions, and from funds belonging to CFX. The aggregate of the SLR and County Contributions is expected to be insufficient to pay the full Capital Cost. CFX shall pay with CFX funds any deficit between the Capital Cost and the aggregate of the SLR and County Contributions, provided, however, that SLR shall reimburse CFX for any

increase in the Capital Cost caused solely by the realignment of the south approach to the Interchange The methodology to determine such reimbursement shall be determined and agreed to by and between CFX and SLR . Periodically, at the request of SLR or County, CFX shall provide County and SLR with reports on the status of construction. Further, at the request of SLR or County, CFX shall notify County and SLR in writing upon completion of the Flyover, of Loop "D", and again upon full completion of the Interchange Project.

13. ***Amendment to Section 6.1.*** Section 6.1 is hereby amended as follows (underlined text is added; ~~strikethrough~~ text is deleted):

6.1 *Completion Deadline.* Subject to extension for delays caused by Force Majeure, CFX will substantially complete the Interchange Project (other than demolition of the Existing Interchange, which may be completed later) within ~~**eighteen (18)**~~ twenty (20) months after Commencing Construction of the Interchange Project.

14. ***Amendment to Section 8.*** Section 8 is hereby amended by deleting all of Section 8, including sub-sections 8.1 and 8.2 in their entirety, and inserting the following:

Section 8. Phasing of removal of Existing Interchange. The removal of the four (4) existing ramps shall be phased as CFX completes the construction of phases of the Innovation Way / Beachline Interchange as indicated in the phasing shown in Composite Exhibit "Q," attached hereto and incorporated herein. In no event shall CFX remove an existing ramp until that phase of the Innovation Way /

Beachline Interchange that replaces such existing ramp is fully completed and open to public use.

15. ***Ratification.*** Except as herein amended, the Agreement is hereby ratified and affirmed in its entirety and shall remain unchanged and in full force and effect.

16. ***Notice.*** Any notice delivered with respect to this Amendment or the Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated; or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below; (iii) when delivered by facsimile transmission, or to such other mailing or email address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to SLR:	Suburban Land Reserve 79 S. Main Street, Suite 500 Salt Lake City, Utah 84111 Attention: Steve Romney, President Telephone: (801) 321-7550 Facsimile: (801) 320-4676
With a copy to:	Burr & Forman, LLP 200 South Orange Avenue, Suite 800 Orlando, Florida 32801 Attention: Vivien J. Monaco, Esquire Telephone: (407) 540-6600 Facsimile: (407) 540-6601
And with a copy to:	Kirton McConkie 50 East South Temple Salt Lake City, Utah 84111 Attention: Robert Hyde, Esquire, and Loyal Hulme, Esquire Telephone: (801) 328-3600 Facsimile: (801) 321-4893

As to County:	Orange County Administrator P.O. Box 1393 201 S. Rosalind Ave Orlando, Florida 32802-1393 Telephone: (407) 836-7370 Facsimile: (407) 836-7399
With a copy to:	Orange County Community, Environmental, and Development Services Department Manager, Transportation Planning Division Orange County Public Works Complex 4200 S. John Young Parkway Orlando, Florida 32839-9205 Telephone: (407) 836-8070 Facsimile: (407) 836-8079
As to CFX:	Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 Attn: Executive Director Telephone: (407) 690-5000 Facsimile: (407) 690-5011
With a copy to:	General Counsel to CFX Central Florida Expressway Authority 4974 ORL Tower Road Orlando, Florida 32807 Telephone: (407) 690-5000 Facsimile: (407) 690-5011

17. ***Covenants Running with the Land.*** This Second Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of SLR and any person, firm, corporation, or other entity that may become the successor in interest to the Property.

18. ***Effective Date.*** The Effective Date of this Second Amendment shall be the date on which the last of the Parties executes the Second Amendment.

19. ***Recordation of Second Amendment.*** An executed original of this Second Amendment shall be recorded, at SLR's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

20. ***Counterparts.*** This Second Amendment may be executed in as many counterparts as there are parties, each of which shall be considered an original, and all of such counterparts shall constitute one Amendment.

21. ***Applicable Law.*** This Second Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

22. ***Time is of the Essence.*** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Second Amendment and in the Agreement.

23. ***Amendments.*** No amendment, modification, or other change to this Second Amendment or the Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners
By: _____
Teresa Jacobs,
Orange County Mayor

Date: May 10, 2016

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

By: _____
for Deputy Clerk
Printed name: Jennifer Klimetz

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

By: _____
Print name: _____
As its Chairman

Date: _____, 2016

ATTEST:
Darleen Mazzillo, Executive Secretary

Signature: _____

WITNESSES:

Print Name: Thane Smith

Print Name: David Cannon

SUBURBAN LAND RESERVE, INC., a Utah corporation

By: R. Steven Romney
R. Steven Romney, President

Date: April 14th, 2016

STATE OF UTAH
COUNTY Salt Lake

SWORN TO and subscribed freely and voluntarily for the purposes therein expressed before me by R. Steven Romney, President of Suburban Land Reserve, Inc., a Utah corporation, who executed the foregoing on behalf of said corporation and who did/did not take an oath. He is X personally known to me or ___ produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 14th day of April, 2016.

[Affix Notary Seal]

Sarahi D. Soperanez
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 4/22/2016
Commission # 654879

Signature of Notary
Sarahi D. Soperanez
Print/Type Name of Notary
Commission Number: 654879
My Commission Expires: 4/22/16

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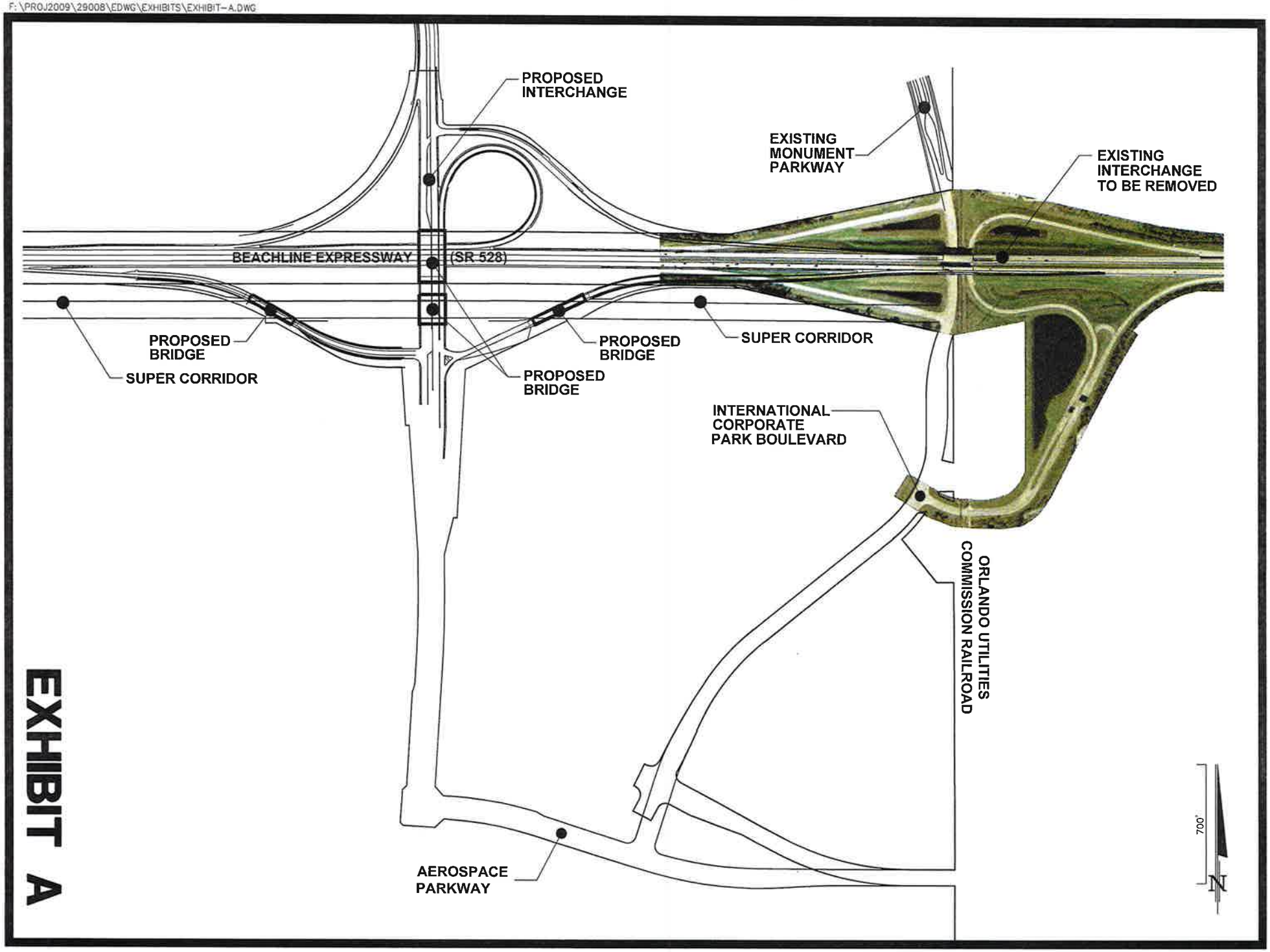
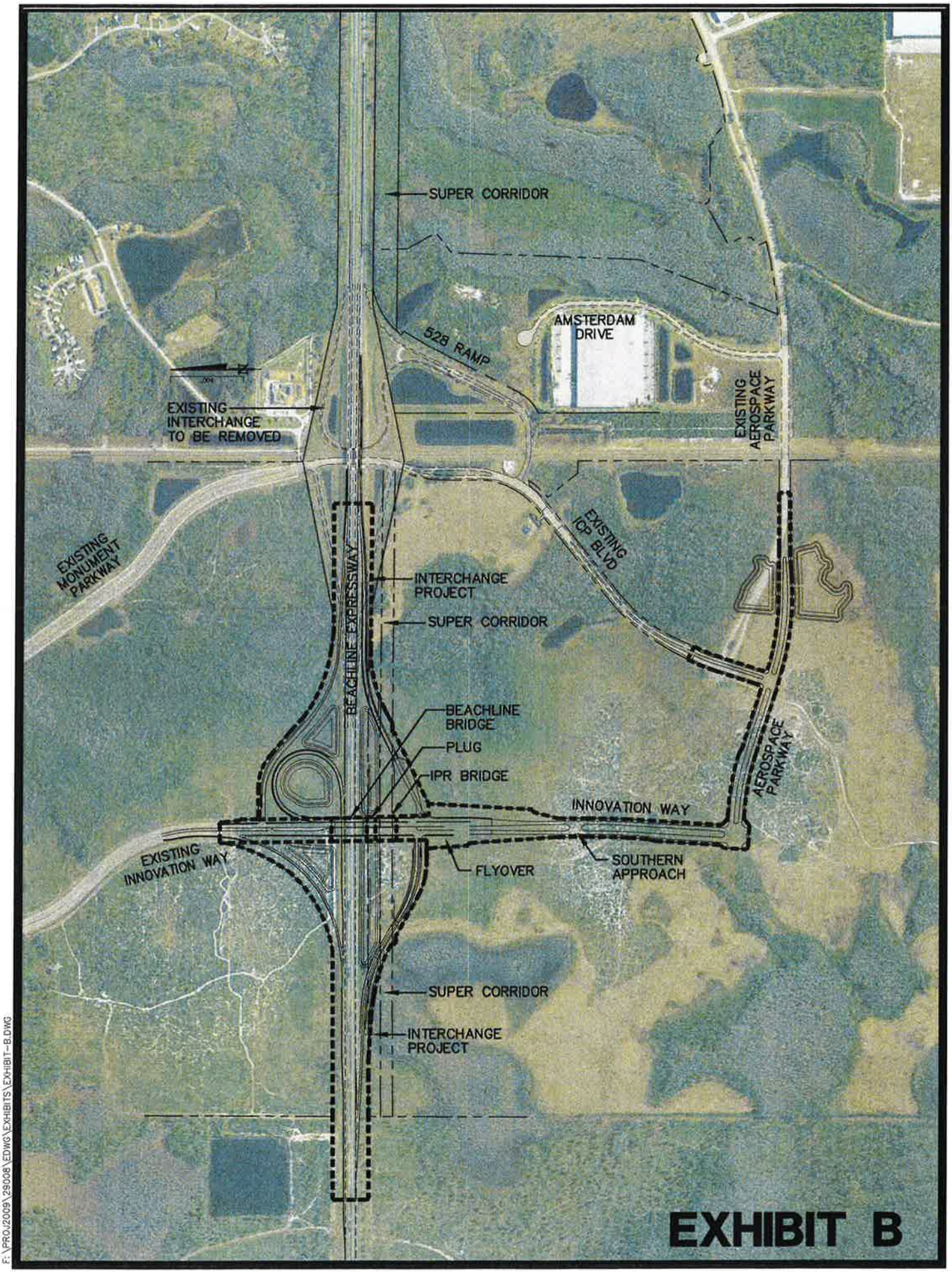


EXHIBIT A



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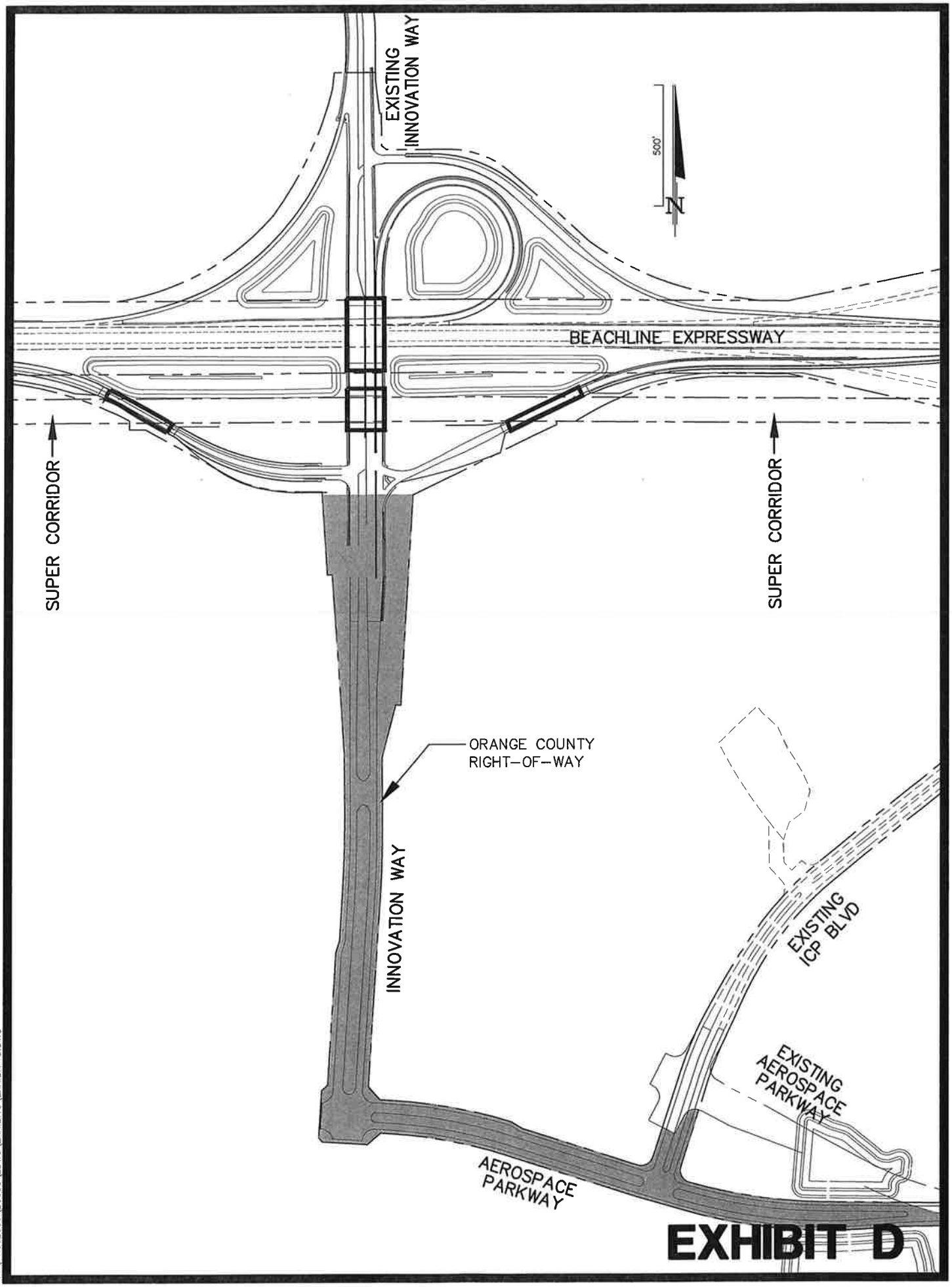

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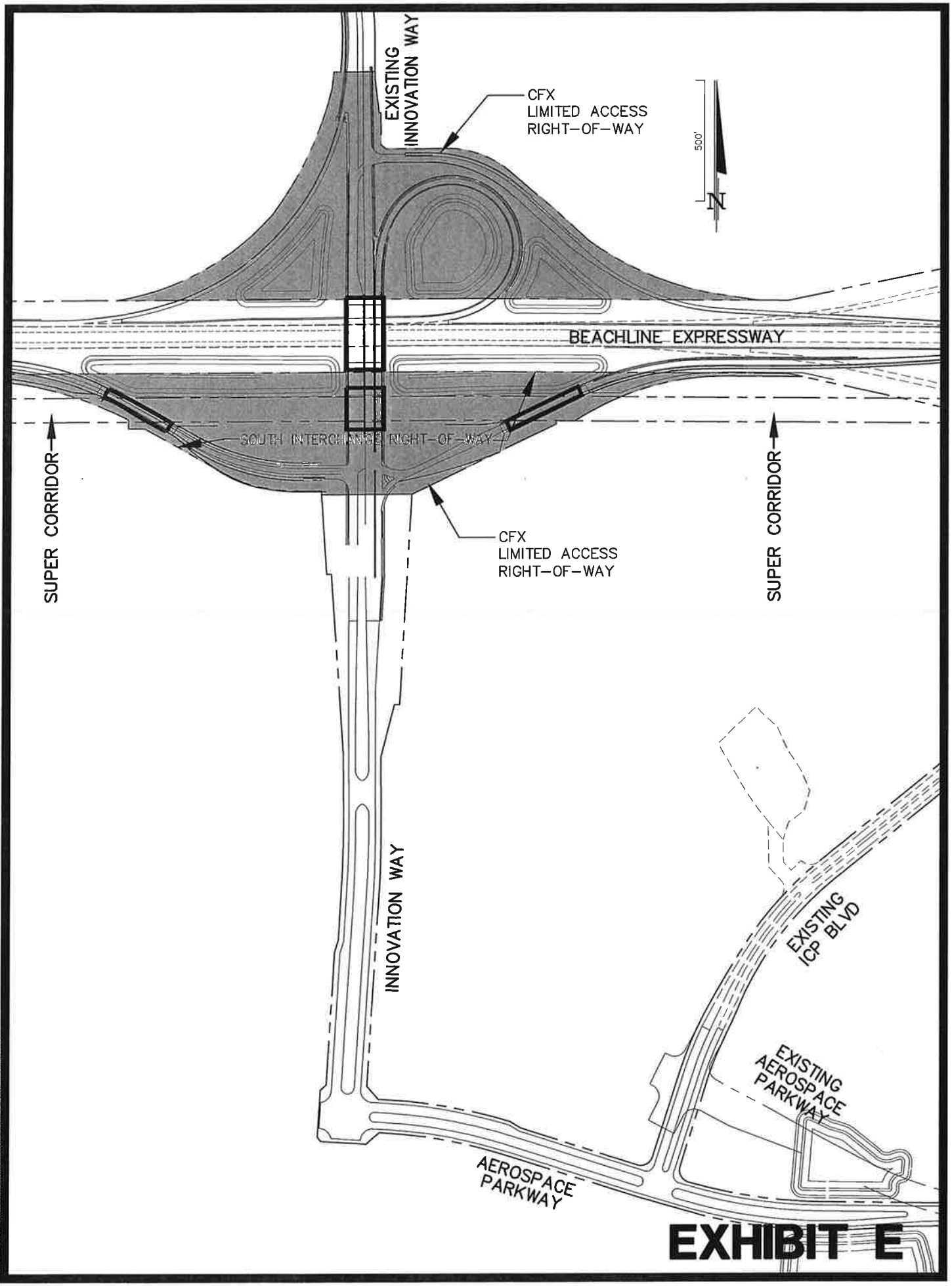

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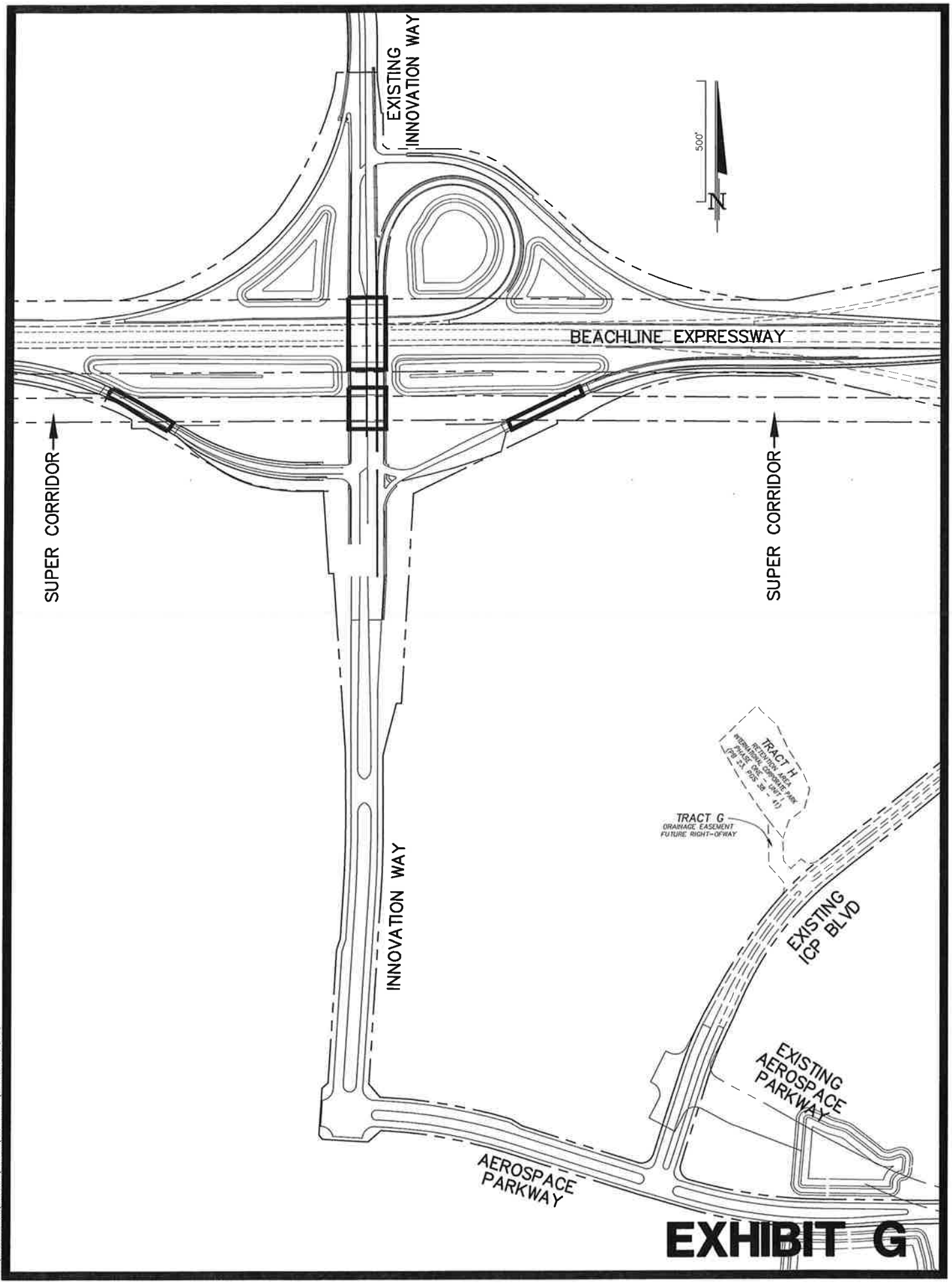

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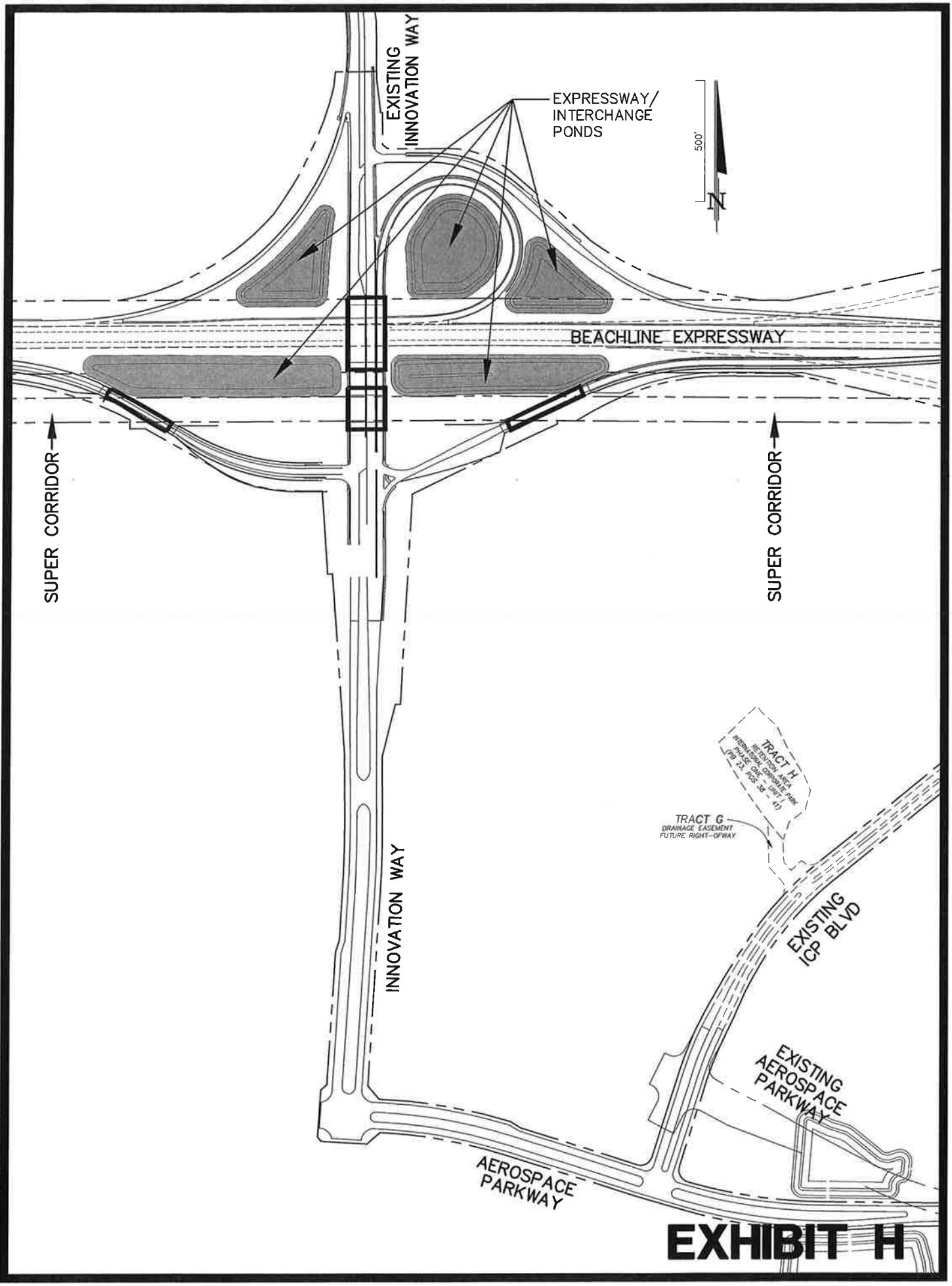

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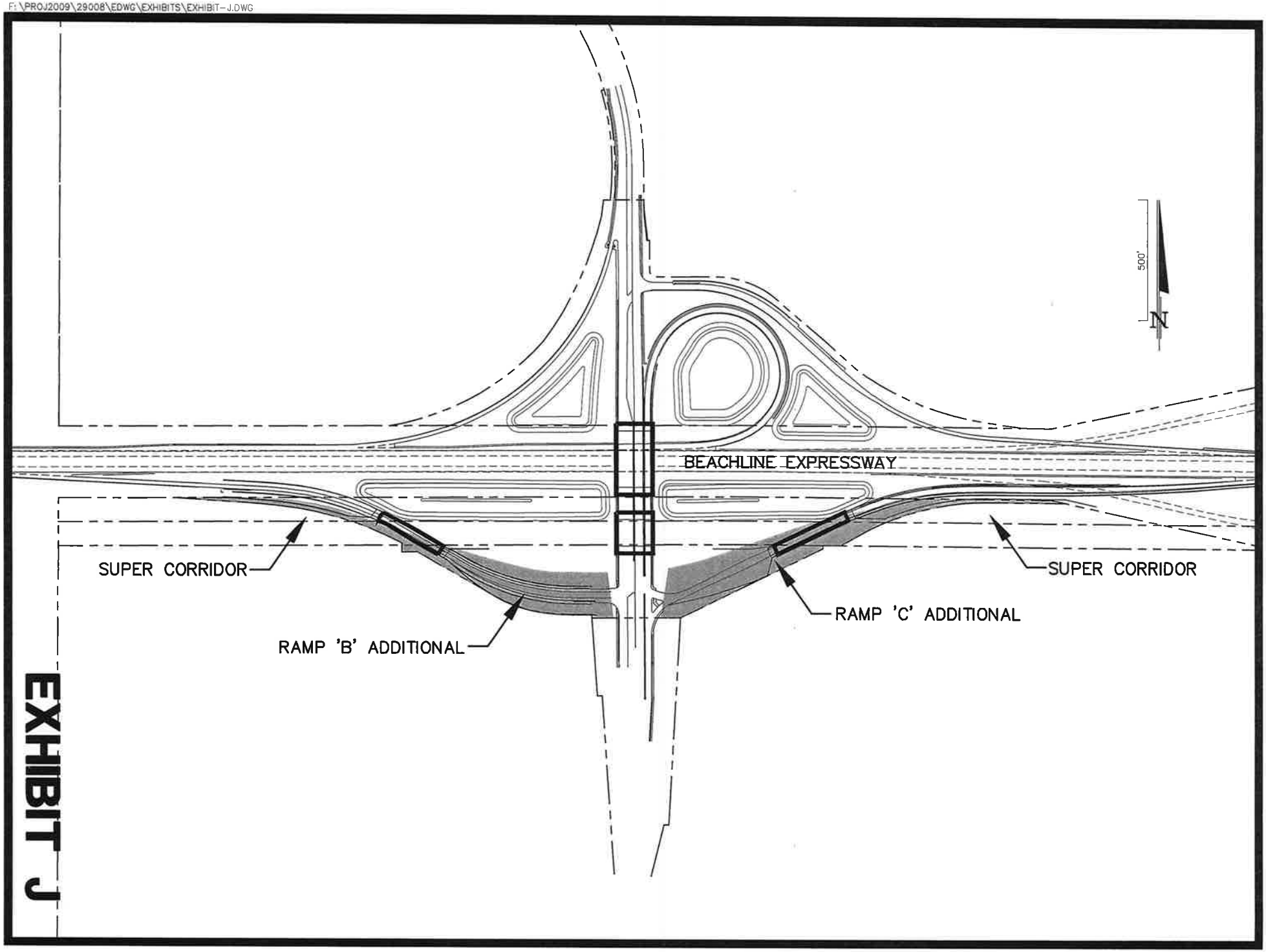

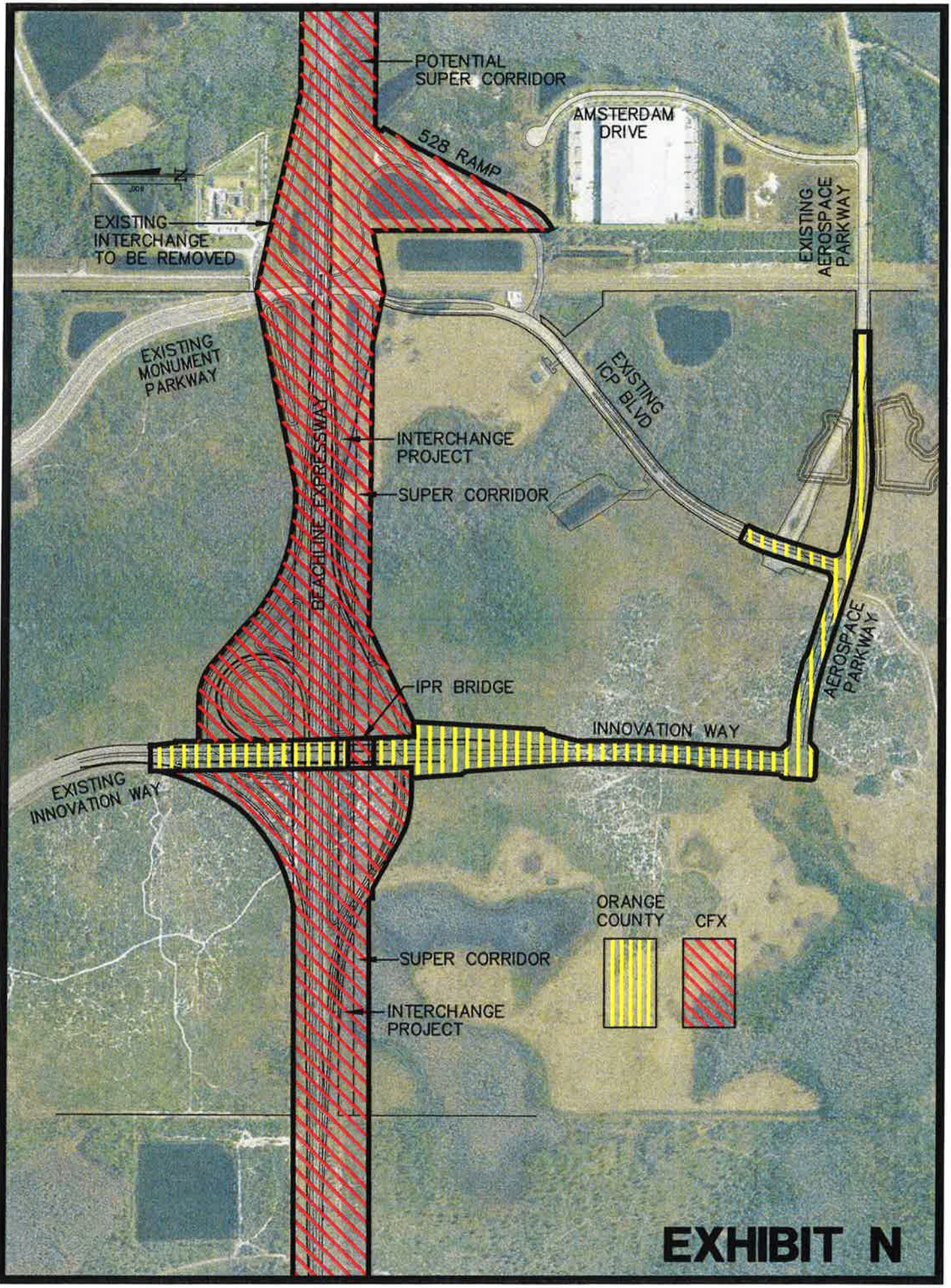

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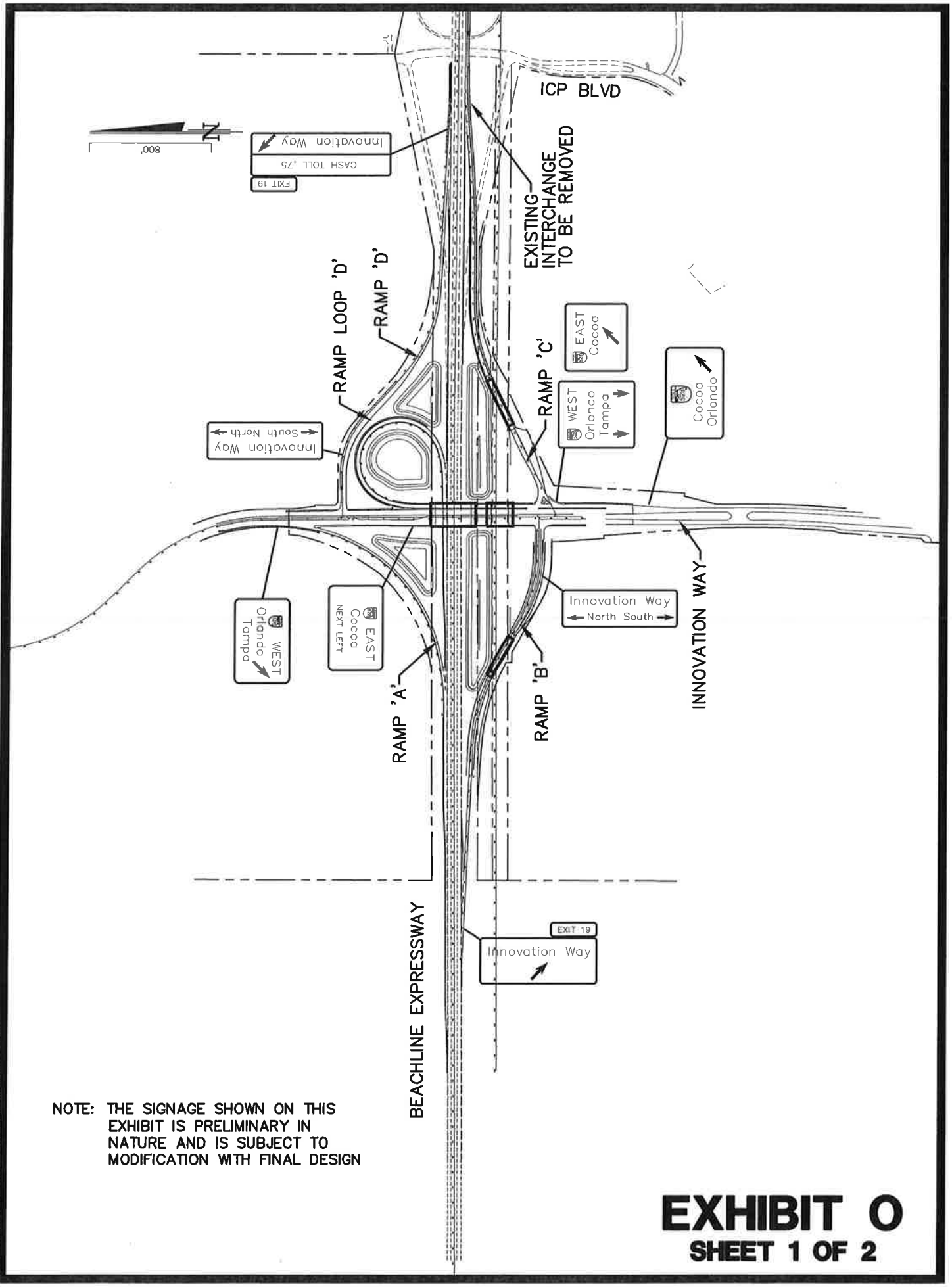

NOTE: THE SIGNAGE SHOWN ON THIS EXHIBIT IS PRELIMINARY IN NATURE AND IS SUBJECT TO MODIFICATION WITH FINAL DESIGN

EXHIBIT O

SHEET 1 OF 2

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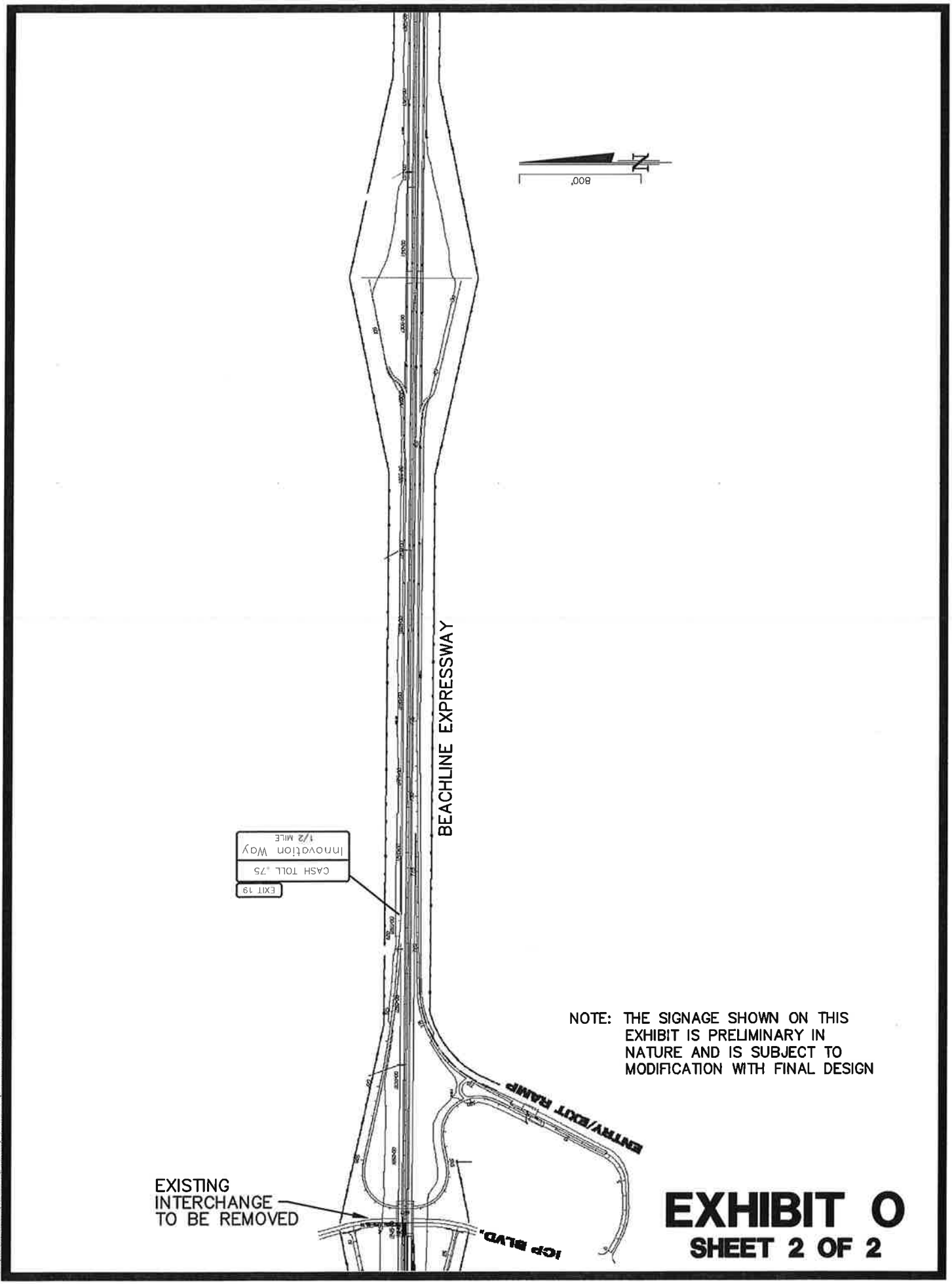

NOTE: THE SIGNAGE SHOWN ON THIS EXHIBIT IS PRELIMINARY IN NATURE AND IS SUBJECT TO MODIFICATION WITH FINAL DESIGN

EXHIBIT O

SHEET 2 OF 2

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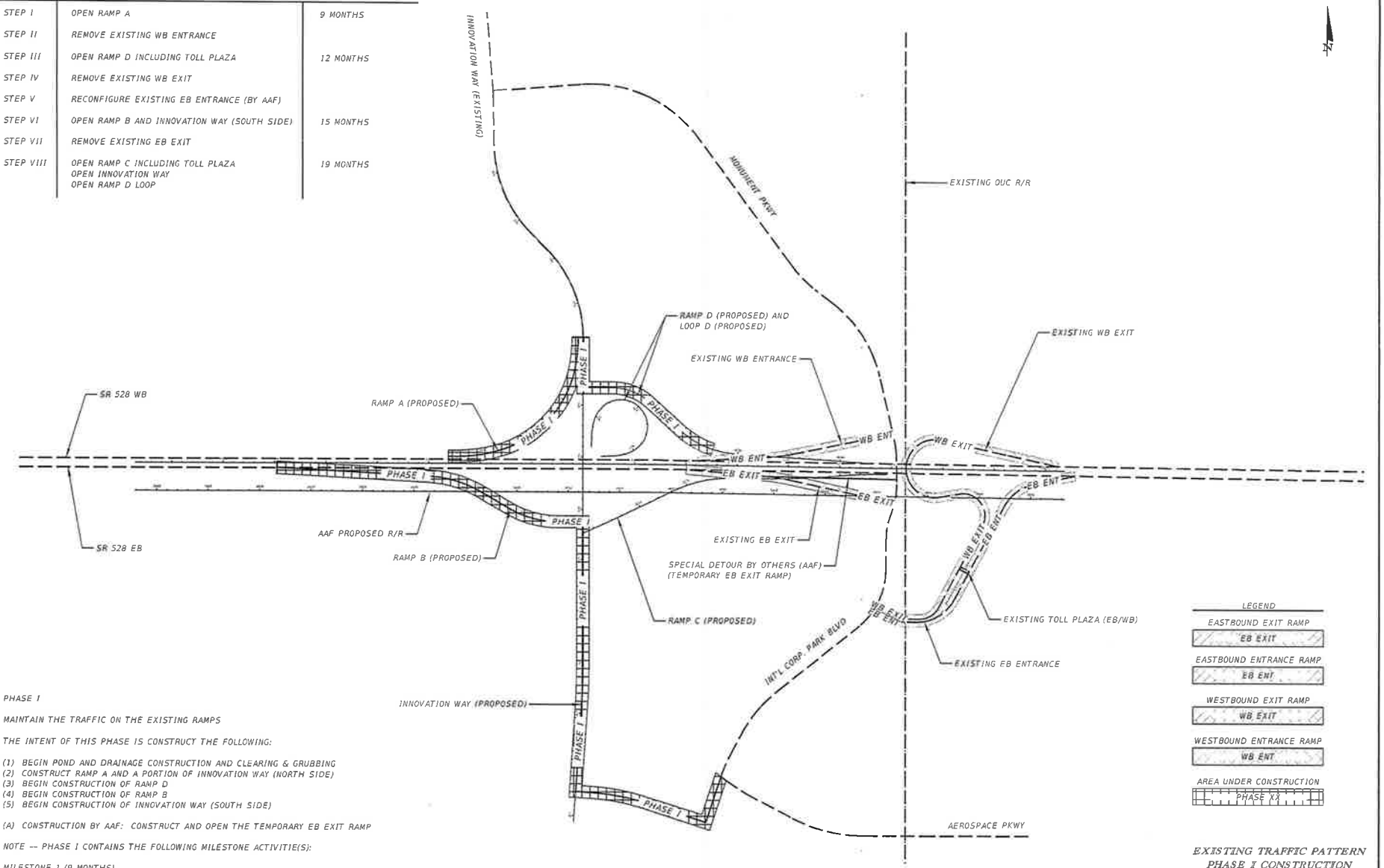
EXHIBIT Q-1

GENERAL SEQUENCE OF CONSTRUCTION		MILESTONE DATES
STEP I	OPEN RAMP A	9 MONTHS
STEP II	REMOVE EXISTING WB ENTRANCE	
STEP III	OPEN RAMP D INCLUDING TOLL PLAZA	12 MONTHS
STEP IV	REMOVE EXISTING WB EXIT	
STEP V	RECONFIGURE EXISTING EB ENTRANCE (BY AAF)	
STEP VI	OPEN RAMP B AND INNOVATION WAY (SOUTH SIDE)	15 MONTHS
STEP VII	REMOVE EXISTING EB EXIT	
STEP VIII	OPEN RAMP C INCLUDING TOLL PLAZA OPEN INNOVATION WAY OPEN RAMP D LOOP	19 MONTHS



EXISTING TRAFFIC PATTERN
PHASE I CONSTRUCTION

PHASE I

MAINTAIN THE TRAFFIC ON THE EXISTING RAMPS

THE INTENT OF THIS PHASE IS CONSTRUCT THE FOLLOWING:

(1) BEGIN POND AND DRAINAGE CONSTRUCTION AND CLEARING & GRUBBING
(2) CONSTRUCT RAMP A AND A PORTION OF INNOVATION WAY (NORTH SIDE)
(3) BEGIN CONSTRUCTION OF RAMP D
(4) BEGIN CONSTRUCTION OF RAMP B
(5) BEGIN CONSTRUCTION OF INNOVATION WAY (SOUTH SIDE)

(A) CONSTRUCTION BY AAF: CONSTRUCT AND OPEN THE TEMPORARY EB EXIT RAMP

NOTE -- PHASE I CONTAINS THE FOLLOWING MILESTONE ACTIVITIE(S):

MILESTONE 1 (9 MONTHS)
BY THE END OF THE FIRST 9 MONTHS OF CONTRACT TIME, RAMP A WILL BE COMPLETE AND OPEN TO TRAFFIC

JAMES E. BRADFORD, P.E.
P.E. LICENSE NUMBER 68276
DEWBERRY ENGINEERS INC.
500 SOUTH MAGNOLIA AVENUE
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 8794

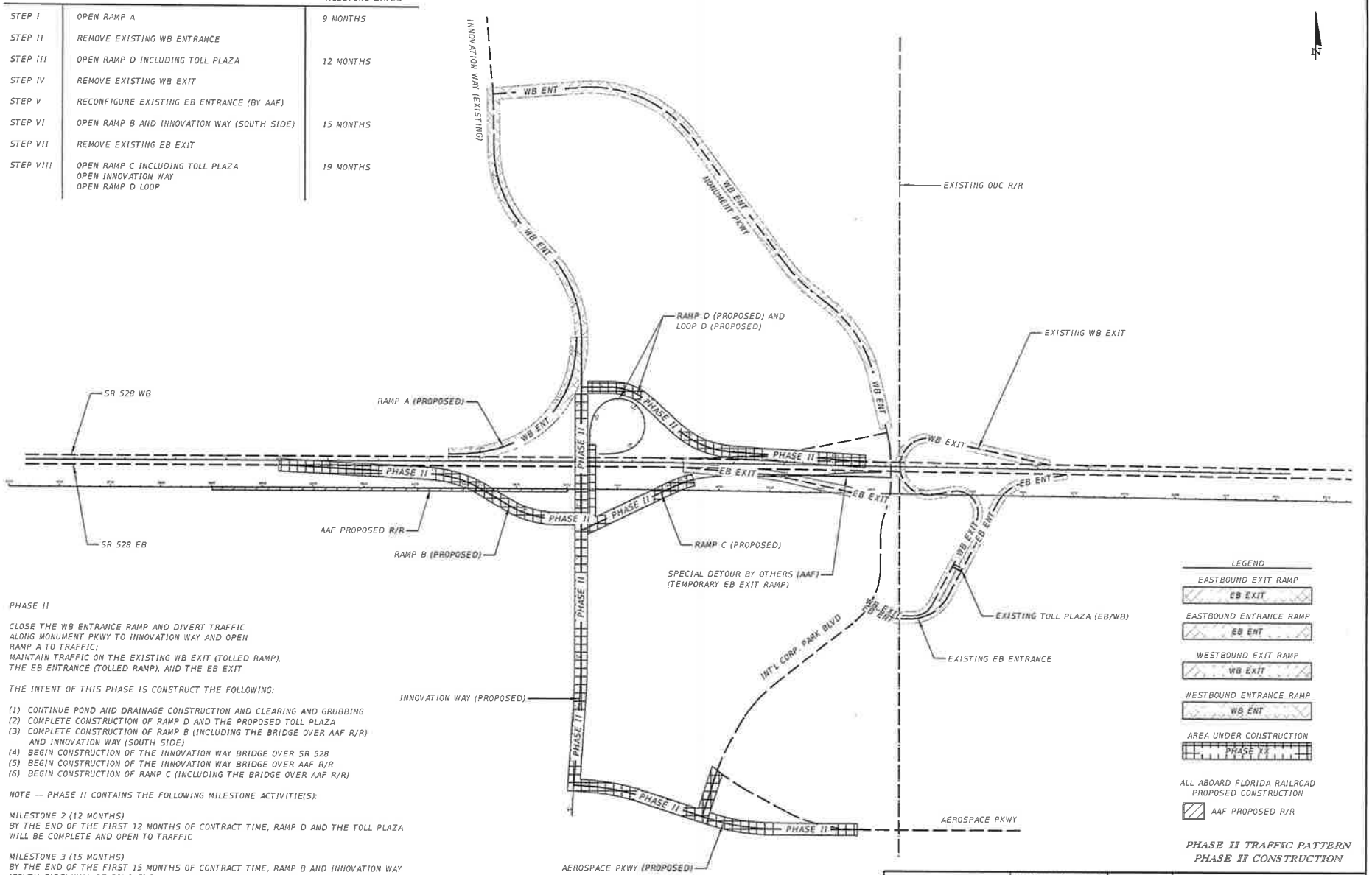
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSTRUCTION PHASING
EXHIBIT (1 OF 4)

EXHIBIT Q-2

GENERAL SEQUENCE OF CONSTRUCTION		MILESTONE DATES
STEP I	OPEN RAMP A	9 MONTHS
STEP II	REMOVE EXISTING WB ENTRANCE	
STEP III	OPEN RAMP D INCLUDING TOLL PLAZA	12 MONTHS
STEP IV	REMOVE EXISTING WB EXIT	
STEP V	RECONFIGURE EXISTING EB ENTRANCE (BY AAF)	
STEP VI	OPEN RAMP B AND INNOVATION WAY (SOUTH SIDE)	15 MONTHS
STEP VII	REMOVE EXISTING EB EXIT	
STEP VIII	OPEN RAMP C INCLUDING TOLL PLAZA OPEN INNOVATION WAY OPEN RAMP D LOOP	19 MONTHS



LEGEND

- EASTBOUND EXIT RAMP — EB EXIT
- EASTBOUND ENTRANCE RAMP — EB ENT
- WESTBOUND EXIT RAMP — WB EXIT
- WESTBOUND ENTRANCE RAMP — WB ENT
- AREA UNDER CONSTRUCTION — PHASE II
- ALL ABOARD FLORIDA RAILROAD PROPOSED CONSTRUCTION — AAF PROPOSED R/R

PHASE II TRAFFIC PATTERN
PHASE II CONSTRUCTION

PHASE II

CLOSE THE WB ENTRANCE RAMP AND DIVERT TRAFFIC ALONG MONUMENT PKWY TO INNOVATION WAY AND OPEN RAMP A TO TRAFFIC;
MAINTAIN TRAFFIC ON THE EXISTING WB EXIT (TOLLED RAMP), THE EB ENTRANCE (TOLLED RAMP), AND THE EB EXIT

THE INTENT OF THIS PHASE IS CONSTRUCT THE FOLLOWING:

(1) CONTINUE POND AND DRAINAGE CONSTRUCTION AND CLEARING AND GRUBBING
(2) COMPLETE CONSTRUCTION OF RAMP D AND THE PROPOSED TOLL PLAZA
(3) COMPLETE CONSTRUCTION OF RAMP B (INCLUDING THE BRIDGE OVER AAF R/R) AND INNOVATION WAY (SOUTH SIDE)
(4) BEGIN CONSTRUCTION OF THE INNOVATION WAY BRIDGE OVER SR 528
(5) BEGIN CONSTRUCTION OF THE INNOVATION WAY BRIDGE OVER AAF R/R
(6) BEGIN CONSTRUCTION OF RAMP C (INCLUDING THE BRIDGE OVER AAF R/R)

NOTE — PHASE II CONTAINS THE FOLLOWING MILESTONE ACTIVITIE(S):

MILESTONE 2 (12 MONTHS)
BY THE END OF THE FIRST 12 MONTHS OF CONTRACT TIME, RAMP D AND THE TOLL PLAZA WILL BE COMPLETE AND OPEN TO TRAFFIC

MILESTONE 3 (15 MONTHS)
BY THE END OF THE FIRST 15 MONTHS OF CONTRACT TIME, RAMP B AND INNOVATION WAY (SOUTH SIDE) WILL BE COMPLETE

JAMES E. PRADO-RIOS, P.E.
P.E. LICENSE NUMBER 68870
DEWBERRY ENGINEERS INC
529 SOUTH MAGNOLIA AVENUE
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 8934

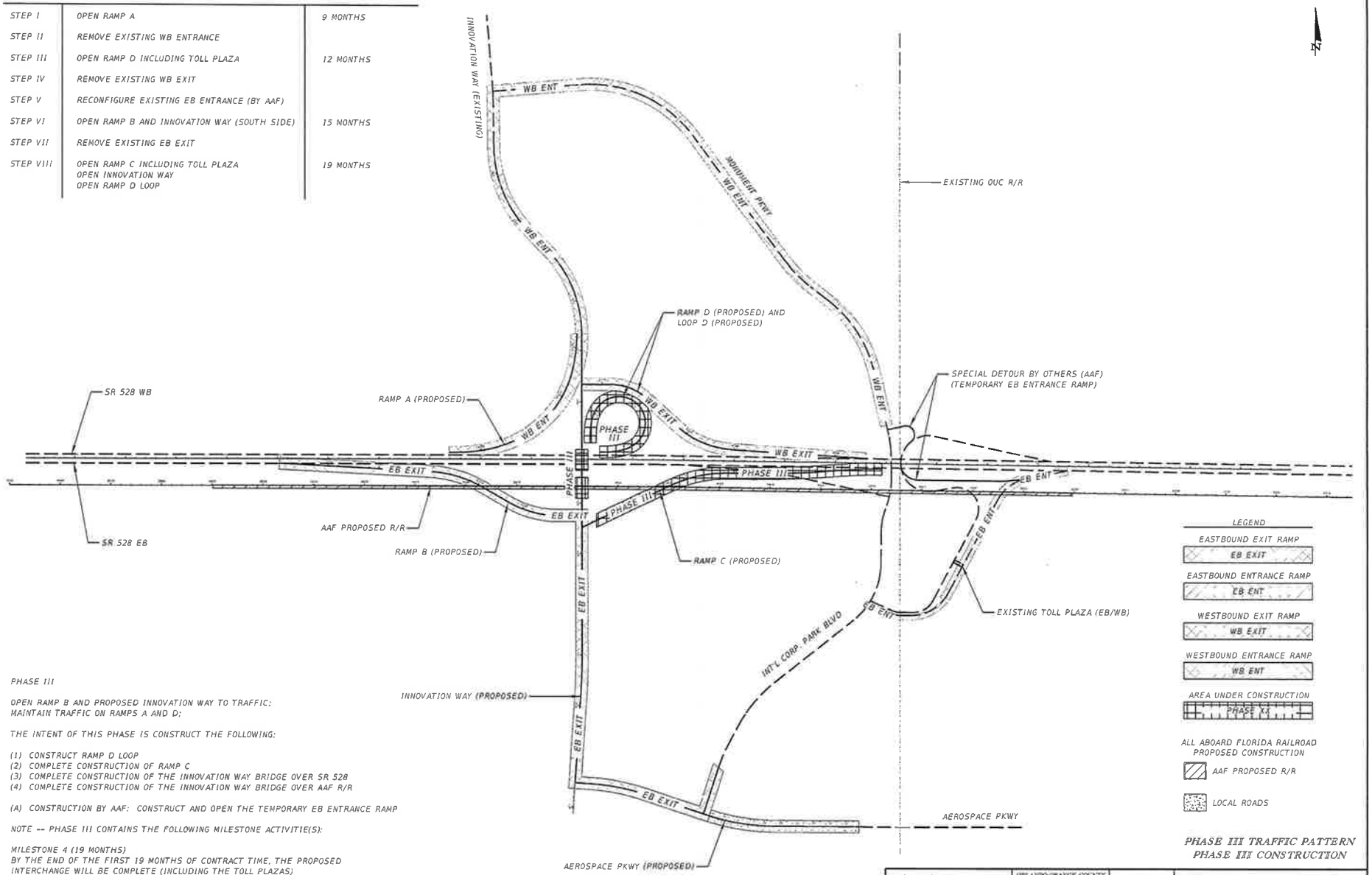
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSTRUCTION PHASING
EXHIBIT (2 OF 4)

EXHIBIT Q-3

GENERAL SEQUENCE OF CONSTRUCTION		MILESTONE DATES
STEP I	OPEN RAMP A	9 MONTHS
STEP II	REMOVE EXISTING WB ENTRANCE	
STEP III	OPEN RAMP D INCLUDING TOLL PLAZA	12 MONTHS
STEP IV	REMOVE EXISTING WB EXIT	
STEP V	RECONFIGURE EXISTING EB ENTRANCE (BY AAF)	
STEP VI	OPEN RAMP B AND INNOVATION WAY (SOUTH SIDE)	15 MONTHS
STEP VII	REMOVE EXISTING EB EXIT	
STEP VIII	OPEN RAMP C INCLUDING TOLL PLAZA OPEN INNOVATION WAY OPEN RAMP D LOOP	19 MONTHS



PHASE III

OPEN RAMP B AND PROPOSED INNOVATION WAY TO TRAFFIC;
MAINTAIN TRAFFIC ON RAMPS A AND D;

THE INTENT OF THIS PHASE IS CONSTRUCT THE FOLLOWING:

(1) CONSTRUCT RAMP D LOOP
(2) COMPLETE CONSTRUCTION OF RAMP C
(3) COMPLETE CONSTRUCTION OF THE INNOVATION WAY BRIDGE OVER SR 528
(4) COMPLETE CONSTRUCTION OF THE INNOVATION WAY BRIDGE OVER AAF R/R

(A) CONSTRUCTION BY AAF: CONSTRUCT AND OPEN THE TEMPORARY EB ENTRANCE RAMP

NOTE -- PHASE III CONTAINS THE FOLLOWING MILESTONE ACTIVITIE(S):

MILESTONE 4 (19 MONTHS)
BY THE END OF THE FIRST 19 MONTHS OF CONTRACT TIME, THE PROPOSED INTERCHANGE WILL BE COMPLETE (INCLUDING THE TOLL PLAZAS)

PHASE III TRAFFIC PATTERN
PHASE III CONSTRUCTION

JAMES K. BRADFORD, P.E.
P.E. LICENSE NUMBER 65376
DEMBERIT ENGINEERS INC
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 6704

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

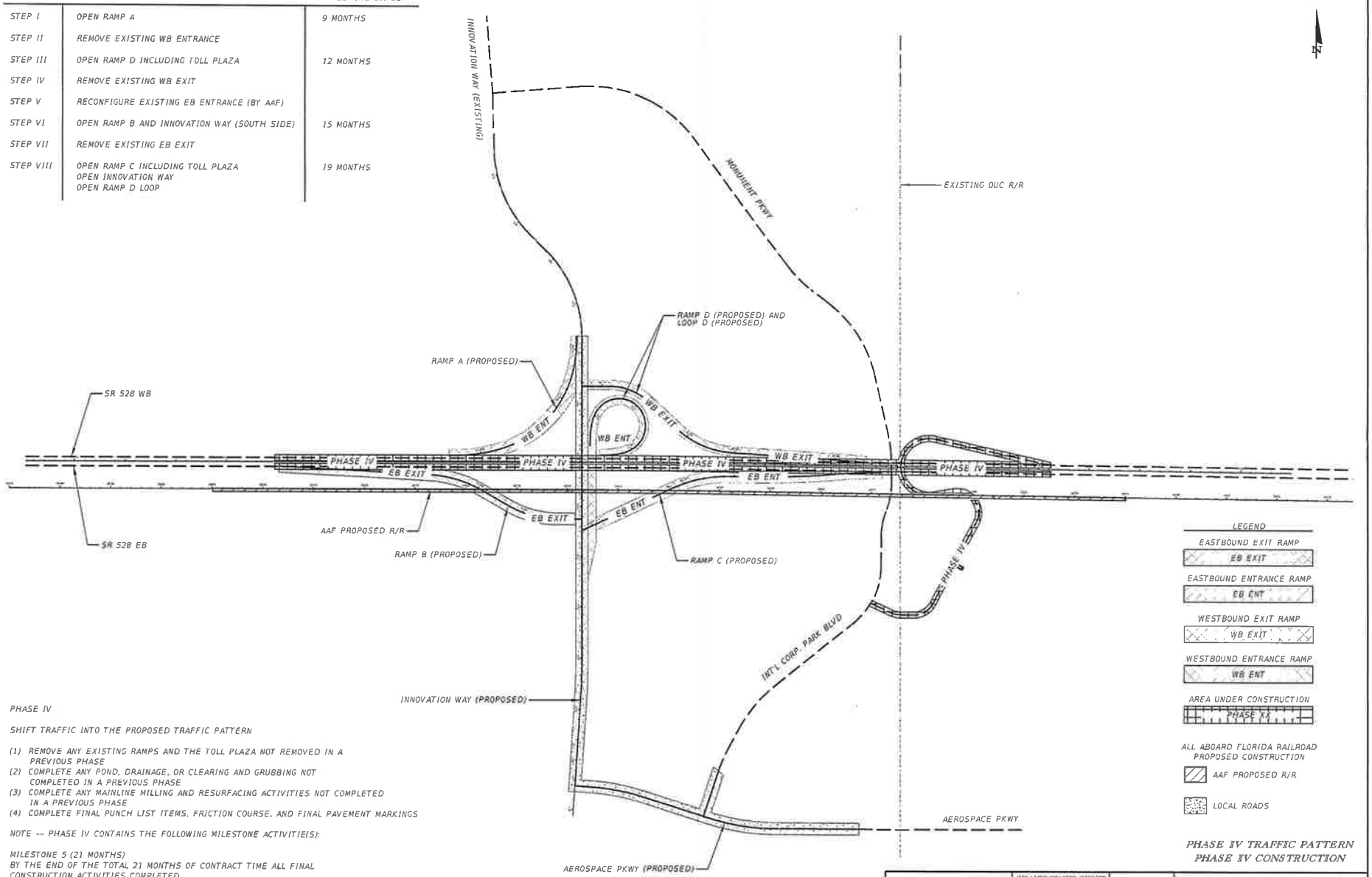
ROAD NO.	PROJECT NO.
SR 528	528-313

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSTRUCTION PHASING
EXHIBIT (3 OF 4)

EXHIBIT Q-4

GENERAL SEQUENCE OF CONSTRUCTION		MILESTONE DATES
STEP I	OPEN RAMP A	9 MONTHS
STEP II	REMOVE EXISTING WB ENTRANCE	
STEP III	OPEN RAMP D INCLUDING TOLL PLAZA	12 MONTHS
STEP IV	REMOVE EXISTING WB EXIT	
STEP V	RECONFIGURE EXISTING EB ENTRANCE (BY AAF)	
STEP VI	OPEN RAMP B AND INNOVATION WAY (SOUTH SIDE)	15 MONTHS
STEP VII	REMOVE EXISTING EB EXIT	
STEP VIII	OPEN RAMP C INCLUDING TOLL PLAZA OPEN INNOVATION WAY OPEN RAMP D LOOP	19 MONTHS



PHASE IV

SHIFT TRAFFIC INTO THE PROPOSED TRAFFIC PATTERN

(1) REMOVE ANY EXISTING RAMPS AND THE TOLL PLAZA NOT REMOVED IN A PREVIOUS PHASE
(2) COMPLETE ANY POND, DRAINAGE, OR CLEARING AND GRUBBING NOT COMPLETED IN A PREVIOUS PHASE
(3) COMPLETE ANY MAINLINE MILLING AND RESURFACING ACTIVITIES NOT COMPLETED IN A PREVIOUS PHASE
(4) COMPLETE FINAL PUNCH LIST ITEMS, FRICTION COURSE, AND FINAL PAVEMENT MARKINGS

NOTE -- PHASE IV CONTAINS THE FOLLOWING MILESTONE ACTIVITIE(S):

MILESTONE 5 (21 MONTHS)
BY THE END OF THE TOTAL 21 MONTHS OF CONTRACT TIME ALL FINAL CONSTRUCTION ACTIVITIES COMPLETED

PHASE IV TRAFFIC PATTERN
PHASE IV CONSTRUCTION

JAMES C. BRADFORD, P.E. P.E. LICENSE NUMBER 68276 GEWSMAT ENGINEERS INC 848 SOUTH ANDREWS AVENUE FT. LAUDERDALE, FL 33301 CERTIFICATE OF AUTHORIZATION 6704	ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ROAD NO. 528 / PROJECT NO. 528-313	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	CONSTRUCTION PHASING EXHIBIT (4 OF 4)

CONSENT AGENDA ITEM

#15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: May 31, 2016

RE: Approval of Second Contract Renewal with
Ayres Associates, Inc., for Systemwide Overhead Sign Inspection Services
Contract No. 000988

Board approval is requested for the second renewal of the referenced contract with Ayres Associates, Inc., in the amount of $250,000.00 to perform inspections of overhead signs throughout the system. The renewal period will be from August 7, 2016, to August 6, 2017. The rates being charged by Ayres for the inspections will remain unchanged during the renewal period.

The original Contract term was two years with two 1-year renewals.

Original Contract Amount	$400,000.00
Supplemental Agreement No. 1	$ 86,000.00
Supplemental Agreement No. 2	$ 49,000.00
Renewal No. 1	$200,000.00
This Renewal	$250,000.00
Total	$985,000.00

Reviewed by: _____
Claude Miller, Director of Maintenance

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 16th day of June, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby CFX retained the Contractor to perform inspections of overhead sign structures throughout the system; 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 second renewal of said Original Agreement beginning the 7th day of August, 2016, and ending the 6th day of August, 2017, at the cost of $250,000.00, 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 First Renewal Agreement ending August 6, 2016, 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 Agreement ending August 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.

AYRES ASSOCIATES, INC.

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

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. 2

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 2

This Supplemental Agreement entered into this 24th day of May, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as the "CFX", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated July 24, 2014, for the cost of providing systemwide overhead sign inspection services, in Orange County, Florida.

1. CFX wishes to increase the compensation to the Consultant in the amount of $49,000.00, based on the Compensation Rates included in Exhibit B of the Contract, with no increase in Contract time, to provide funding to complete the required overhead sign inspections to the end of the first renewal of the Contract, and

2. The Consultant hereby accepts and agrees to perform the required overhead sign inspections with an increase in compensation and no increase in the Contract time, and

3. CFX and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the original Contract including any previous amendments thereto, 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 of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 2 is necessary to provide funds to complete required overhead sign inspections to the end of the first renewal of the Contract.

25 MAY '16 AM11:46

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 000988

Amount of Changes to this document: $49,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: Hisham Nasim Sunna
Signature

Print Name: Hisham N. Sunna

Title: Manager

Witness: _____

Witness: _____

25 MAY '16 AM11:46

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000988

30 JUN '15 PM12:04

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 11th day of June, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Ayres Associates Inc., hereinafter called the "Contractor".

WITNESSETH

WHEREAS, the Authority and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 24, 2013, with a Notice to Proceed date of August 7, 2013, whereby the Authority retained the Contractor to perform inspections of overhead sign structures throughout the system; and

WHEREAS, pursuant to Article 2 of the Original Agreement, Authority 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, the Authority and Contractor agree to a first renewal of said Original Agreement beginning the 7th day of August, 2015, and ending the 6th day of August, 2016, at the cost of $200,000.00, 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 August 6, 2015, 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 Agreement ending August 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.

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

AYRES ASSOCIATES, INC.

BY: _____
Authorized Signature

Title: Manager

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

KATHERINE FRANCISCO
Notary Public - State of Florida
My Comm. Expires Aug 17, 2016
Commission # EE 222152
Bonded Through National Notary Assn.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Director of Procurement

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services
Contract No. 000988
Supplemental Agreement No. 1

This Supplemental Agreement entered into this 14th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY herein referred to as the "Authority", and AYRES ASSOCIATES, INC., herein referred to as the "Consultant", the same being supplementary to the Contract by and between the aforesaid, dated July 24, 2014, for the cost of providing systemwide overhead sign inspection services, in Orange County, Florida.

1. The Authority wishes to update the list of signs to be inspected as shown in the attached Attachment A, with an increase in compensation of $86,000.00 based on the Compensation Rates included in Exhibit B of the Contract, and

2. The Consultant hereby accepts and agrees to perform the inspections in accordance with Attachment A, with an increase in compensation, 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 original Contract including any previous amendments thereto, 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 of claim for additional compensation which is not already defined herein.

This Supplemental Agreement No. 1 is necessary to update the list of signs to be inspected and to increase the compensation to the Consultant.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Overhead Sign Inspection Services

Contract No.: 000988

Amount of Changes to this document: $86,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: Hisham Nasir Sunna
Signature

Print Name: Hisham N. Sunna

Title: Manager

Witness: Katherine Francisco

Witness: Julys D. Martinez

Approved as to form and execution, only.

General Counsel for the Authority

Joseph J. Passiatore

RECEIVED
CONTRACTS DEPT
5/20/15
SIGNATURE

Attachment A

Structure No	Inspect Due Date	Last Routine Inspection	Structure Type
75S619	Mar-15	3/6/2013	Bridge
75S621	Mar-15	3/6/2013	Bridge (DMS)
75S622	Mar-15	3/6/2013	Bridge (DMS)
75S623	Mar-15	3/6/2013	Cantilever
75S625	Mar-15	3/6/2013	Cantilever
75S626	Mar-15	3/6/2013	Cantilever
75S629	Mar-15	3/6/2013	Cantilever
75S630	Mar-15	3/6/2013	Cantilever
75S634	Mar-15	3/6/2013	Cantilever
75S636	Mar-15	3/6/2013	Bridge
75S952	Mar-15	3/4/2013	Cantilever
75S955	Mar-15	3/4/2013	Cantilever
75S945	Mar-15	3/4/2013	Bridge
75S946	Mar-15	3/7/2013	Bridge
75S949	Mar-15	3/7/2013	Bridge (DMS)
75S950	Mar-15	3/7/2013	Bridge (DMS)
75S951	Mar-15	3/7/2013	Bridge
75S953	Mar-15	3/4/2013	Cantilever
75S954	Mar-15	3/4/2013	Cantilever
75S956	Mar-15	3/4/2013	Cantilever
75S959	Mar-15	3/4/2013	Butterfly
75S960	Mar-15	3/7/2013	Butterfly
75S961	Mar-15	3/7/2013	Butterfly
75A181	Mar-15	N/A	Bridge
75A182	Mar-15	N/A	Bridge
75S628	Apr-15	4/4/2013	Bridge (DMS)
75S624	Apr-15	4/4/2013	Cantilever
75S627	Apr-15	4/4/2013	Bridge (DMS)
75S631	Apr-15	4/4/2013	Cantilever
75S632	Apr-15	4/4/2013	Bridge
75S967	Apr-15	4/2/2013	Bridge
75S968	Apr-15	4/2/2013	Bridge
75S969	Apr-15	4/2/2013	Bridge
75S966	Apr-15	4/2/2013	Bridge
75S776	Apr-15	4/2/2013	Bridge
75S774	Apr-15	4/2/2013	Cantilever
75S784	Apr-15	4/1/2013	Cantilever
75S783	Apr-15	4/3/2013	Cantilever
75S786	Apr-15	4/3/2013	Cantilever
75S789	Apr-15	10/30/2014	Cantilever
75S775	Apr-15	4/9/2013	Bridge (DMS)
75S790	Apr-15	4/1/2013	Bridge (DMS)
75S792	Apr-15	4/10/2013	Bridge
75S793	Apr-15	4/10/2013	Bridge (DMS)
75S794	Apr-15	4/10/2013	Bridge (DMS)
75S791	Apr-15	4/1/2013	Bridge (DMS)
75S800	Apr-15	4/10/2013	Bridge
75S788	Apr-15	4/1/2013	Cantilever
75S785	Apr-15	4/1/2013	Cantilever
75S773	Apr-15	4/3/2013	Cantilever
75S778	Apr-15	4/3/2013	Cantilever
75S780	Apr-15	4/3/2013	Cantilever
75S787	Apr-15	4/3/2013	Cantilever

Attachment A

75S801	May-15	05/14/2013	Bridge
75S802	May-15	05/14/2013	Cantilever
75S804	May-15	05/13/2013	Cantilever
75S805	May-15	05/13/2013	Cantilever
75S807	May-15	05/13/2013	Cantilever
75S808	May-15	05/14/2013	Bridge
75S809	May-15	05/13/2013	Cantilever
75S810	May-15	05/13/2013	Cantilever
75S811	May-15	05/14/2013	Cantilever
75S812	May-15	05/14/2013	Cantilever
75S813	May-15	05/13/2013	Cantilever
75S814	May-15	05/13/2013	Bridge
75S815	May-15	05/13/2013	Cantilever
75S816	May-15	05/13/2013	Cantilever
75S970	May-15	05/01/2013	Cantilever
75S971	May-15	05/01/2013	Cantilever
75S972	May-15	05/01/2013	Cantilever
75S973	May-15	05/01/2013	Cantilever
75S974	May-15	05/02/2013	Bridge
75S975	May-15	05/02/2013	Bridge
75S976	May-15	05/02/2013	Cantilever
75S977	May-15	05/01/2013	Cantilever
75S978	May-15	05/01/2013	Cantilever

75S045	Jun-15	06/14/13	Cantilever
75S075	Jun-15	06/14/13	Cantilever
75S454	Jun-15	06/15/13	Cantilever
75S540	Jun-15	06/15/13	Cantilever
75S803	Jun-15	06/15/13	Cantilever
75S806	Jun-15	06/15/13	Cantilever
75S071	Jun-15	06/14/13	Bridge
75S537	Jun-15	06/15/13	Cantilever
75S981	Jun-15	06/28/13	Cantilever
75S983	Jun-15	06/28/13	Cantilever
75S985	Jun-15	06/16/13	Cantilever
75S986	Jun-15	06/16/13	Cantilever
75S987	Jun-15	06/16/13	Cantilever
75S988	Jun-15	06/28/13	Cantilever
75S620	Jun-15	06/15/13	Cantilever
75S633	Jun-15	06/15/13	Cantilever
75S635	Jun-15	06/15/13	Cantilever
75S979	Jun-15	06/28/13	Bridge
75S980	Jun-15	06/28/13	Bridge
75S982	Jun-15	06/28/13	Bridge
75S984	Jun-15	06/28/13	Bridge (DMS)

75S539	Jul-15	07/20/13	Cantilever
75S556	Jul-15	07/21/13	Cantilever
75S561	Jul-15	07/21/13	Bridge
75S563	Jul-15	07/21/13	Cantilever
75S564	Jul-15	07/21/13	Cantilever
75S565	Jul-15	07/21/13	Cantilever
75S566	Jul-15	07/20/13	Cantilever
75S567	Jul-15	07/21/13	Bridge

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
AYRES ASSOCIATES, INC.

SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988

CONTRACT AMOUNT: $400,000.00
CONTRACT DATE: JULY 24, 2013

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988

July 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, Ex-Officio Member

Executive Director

Max Crumit, P.E.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 000988

This Contract is made this 24th day of July, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and AYRES ASSOCIATES, INC., 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services; and,

WHEREAS, on or about June 13, 2013, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (FDOT) (identified as Contract No. C-9B40) to provide the same services as required by the AUTHORITY; and,

WHEREAS, letters of interest seeking qualified consultants to perform such services for the AUTHORITY was not required because the CONSULTANT has an existing contract with the FDOT for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONSULTANT for the performance of the services described herein under the same conditions previously negotiated by the FDOT; and,

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in its contract with the FDOT, a copy of which is attached to this Contract, and such additional terms and conditions as may detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

2. CONTRACT TERM AND TERMINATION

The term of the Contract will be two (2) years from the date stated in the Notice to Proceed from the AUTHORITY. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONSULTANT are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

Termination shall be according to the CONSULTANT's agreement with the FDOT.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed $400,000.00 during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONSULTANT's contract with the FDOT. 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.

5. INDEMNITY

The CONSULTANT shall indemnify and hold harmless AUTHORITY and all of its respective officers, agents, CONSULTANT's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses, judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to material breach of the Contract by the CONSULTANT (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subcontractors, officers, agents or employees). CONSULTANT will not be liable for damages

arising out of injury or damage to persons or property directly caused or resulting from the negligence or intentional act of the AUTHORITY or any of its officers, agents or employees.

6. PUBLIC RECORDS

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

7. PRESS RELEASES

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

8. PERMITS, LICENSES, ETC.

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

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

10. NONDISCRIMINATION

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

11. SUBLETTING AND ASSIGNMENT

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 shall not be unreasonably withheld, denied or conditioned. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

12. OTHER SEVERABILITY

If any section of this Contract 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.

13. 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.

14. RELATIONSHIPS

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

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.

15. 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:

15.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

15.2 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.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

17. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

18. CONSTRUCTION MEANS AND METHODS. CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such construction contractors' failure to perform work in accordance with the contract documents.

19. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either AUTHORITY or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.

20. FORCE MAJEURE. In no event shall either AUTHORITY or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was awarded by the Authority's Board of Directors at its meeting on July 24, 2013.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

AYRES ASSOCIATES, INC.

By: _____

Print Name: Hisham N. Sunna

Vice President
Title

Attest: _____ (Seal)

Date: 7/29/13

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S Woodland Boulevard
DeLand, Florida 32720

ANANTH PRASAD, P.E.
SECRETARY

June 13, 2013

Mr. Hisham Sunna, P.E.
Vice President
Ayres Associates, Inc.
8875 Hidden River Parkway Suite 200
Tampa, FL 33637-1035

Subject: Districtwide Sign and Highmast Lightpole Inspection
Financial Project ID No. 412456-1-72-06
Standard Professional Services Agreement, Contract No. C-9B40

Dear Mr. Sunna:

This is your authorization to begin work on the project referenced above, pursuant to the agreement dated June 13, 2013 between your firm and the Florida Department of Transportation.

Engineering services under this contract are to be completed on or before June 12, 2015.

Sincerely,

Alan E. Hyman, PE
Director of Transportation Operations
District Five

AEH/lmh

cc: Financial Services file
Professional Services file

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STANDARD PROFESSIONAL SERVICES AGREEMENT

Contract No. C-9B40

FDOT Financial ID No.(s) 412456-1-72-06

Appropriation Bill Number(s)/Line Item Number(s) for
1st year of contract, pursuant to s. 216.313, F.S. N/A
(required for contracts in excess of $5 million)

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this 13TH day of JUNE 2013, by and
(This date to be entered by DOT only)
between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinfter called the Department and Ayres Associates, Inc.
(F.E.I.D. No. F390965082-001) of 8875 Hidden River Parkway Suite 200 Tampa, FL 33637-1035
authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's **Standard Professional Services Agreement, Terms**, dated **June, 2011** which are available as an appendix to this form in the Department's Professional Services web site or from the Department's Office of Procurement. The **Standard Professional Services Agreement Terms**, with the exception of the following non-applicable sections:

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

   A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto and made a part hereof, in connection with
   Districtwide Overhead Sign and High Mast Light Pole Inspection

   B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.I of the **Standard Professional Services Terms**, will be 8875 Hidden River Parkway Suite 200 Tampa, FL 33637-1035

2. **TERM**

   A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through completion of all services required of the Consultant or a 5 year term from the date of execution of this Agreement, whichever occurs first.

   B. Check applicable terms

   ☒ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's Director or Designee which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within 24 months of the commencement date specified in the notice to proceed or as modified by subsequent Amendment of Supplemental Agreement.

   ☐ The project services to be rendered by the Consultant for each task assignment will commence, upon written notice from the Department's _____, and will be completed within the time period specified in each task assignment. All services performed under this contract will be completed within _____ months from the date of this Agreement. The total fee for all accumulated task assignments may not exceed _____.

   ☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution of this Agreement, on the date specified in the written notice to proceed from the Department's _____ which notice to proceed will become part of this Agreement. The Consultant will complete scheduled project services within _____ calendar days following completion of the construction contract(s) with which consultant services are associated. The anticipated length of the consultant services is _____ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the **Standard Professional Services Agreement Terms** is $500,000.00

4 **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7 A. of the **Standard Professional Services Agreement Terms:**

Kisinger Campo & Associates, Corp., OM Engineering Associates, Inc., Global Rental, Inc.

5 **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6 **MISCELLANEOUS**

A. Reference in this Agreement to Director will mean the Director of Transportation Operations

B. The services provided herein ☒ do ☐ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the **Standard Professional Services Agreement Terms** is incorporated by reference.

C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein

Page A-1 through Page A- 55 Exhibit "A", Scope of Services

Page B-1 through Page B- 3 Exhibit "B", Method of Compensation

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

Ayres Associates, Inc.
Name of Consultant

BY: _____
Authorized Signature

Jan F. Zander, PE
(Print/Type)

Title: Executive Vice President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

Alan E. Hyman, P.E
(Print/Type)

Alan E. Hyman, P.E.
Director of Transportation Operations

Title:

FOR DEPARTMENT USE ONLY

APPROVED:

Michelle Sloan
Professional Services Unit

LEGAL REVIEW:

General Counsel Office

State of Florida Department of Transportation
STANDARD PROFESSIONAL SERVICES AGREEMENT TERMS
June, 2011

1. **SERVICES AND PERFORMANCE**

A. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplemental Agreement.

B. In the performance of professional services, the Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The Consultant will use due care in performing its services and will have due regard for acceptable engineering standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

C. The Consultant agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof. Coordination will be maintained by the Consultant with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to the Agreement may request and be granted a conference.

D. All services will be performed by the Consultant to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

In the event that the Consultant and the Department 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 Department, the Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by the Department to be reasonable. In such event, the Consultant will have the right to file a claim with the Department 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.

E. In the event the work covered by this Agreement includes the preparation of construction plans, it is understood that the work may be divided into two or more construction projects by the Director and that, if this is done, the Consultant will supply construction plans for each project.

F. The Consultant is authorized to use the Department's computer facilities utilizing Department programs required for the performance of the services herein. The Consultant will identify the programs required and submit a written request to the Department's Project Manager for approval.

G. All design work performed by the Consultant for projects where anticipated construction cost is one million dollars ($1,000,000) or more will be subject to Value Engineering. The Department further reserves the right to subject projects of lesser construction cost to Value Engineering should the Department deem circumstances are present that warrant such a decision. Value Engineering may be performed at any stage of the design process. Unless specifically identified in the Agreement, the Consultant will not be required to perform the Value Engineering analysis.

H. The Consultant will not be liable for use by the Department of plans, documents, studies or other data for any purpose other than intended by the terms of this Consultant Agreement.

I. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Department upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Department will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

2. **TERM:**

A. Services required after completion of scheduled project services, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the term of this Agreement at written direction of the department. Supplemental Agreements may be negotiated for any post project schedule services needed by the Department after scheduled project services.

In the event it becomes impracticable or impossible for the Consultant to complete the expected services within the term of this Agreement due to delays on the part of the department or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing.

B. In the event there are delays caused by the Department in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled project completion date, the Department may grant an extension of time equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

It will be the responsibility of the Consultant to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, the Consultant will submit a written request to the Department which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Department will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and the Consultant has not requested, or if the Department has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Department if the Agreement term has not expired.

3. **COMPENSATION:**

A. Bills for fees or other compensation for services or expenses will be submitted to the Department in detail sufficient for a proper preaudit and postaudit thereof. The Department will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice.

B. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, will be submitted in accordance with Section 112.061, Florida Statutes.

C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the Department upon request.

D. Records of costs incurred will include 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 Department for a proper audit of project costs.

E. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be as set forth in the Code of Federal Regulations, Titles 23, 48, 49, Rule Chapter 14-75, Florida Administrative Code, and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and Federal regulations in that the more restrictive of the applicable regulations will govern.

F. The Consultant should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

G. If a payment is not available within 40 days, a separate interest penalty at a rate established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Consultant. Interest penalties of less than one dollar will not be paid unless the Consultant requests payment. Invoices which have to be returned to a Consultant because of Consultant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

I. Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to the Department by the Consultant on any other Agreement between the Consultant and the Department. The Department may withhold payment on any invoice in the event that the Consultant is in default under any provision of this Agreement or any other Agreement between the Consultant and the Department as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

J. It is mutually agreed and understood that the following provision will be applicable to this Agreement if the compensation to be paid to the Consultant, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR.

The Consultant hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Department to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Department determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Department, whichever is later.

K. The Department, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. **INDEMNITY AND INSURANCE:**

A. If the Consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the Department relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the Department, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

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

B. The Consultant will have and maintain during the term of this Agreement, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount specified in the Agreement.

C. Under the terms of this agreement, the plans, reports and recommendations of the Consultant will be reviewed by the Department for conformity with Department standards and agreement terms. However, review by the Department does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

D. Acceptance of the work by the Department or Agreement termination does not constitute Department approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

5. **COMPLIANCE WITH LAWS:**

A. All final plans, documents, reports, studies and other data prepared by the Consultant shall bear the professional's seal/ signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

B. Chapter 337.162 Florida Statutes applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint will be confidential.

(2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint will be confidential.

(3) Any confidential information submitted to the Department of Business and Professional Regulation will remain confidential pursuant to Chapter 455 and applicable state law.

C. The Consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

D. The Consultant warrants that the Consultant 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 he 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 Department 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.

E. The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Consultant in conjunction with this Agreement. Failure by the Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

F. The Consultant agrees that it will 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 Department and securing its consent in writing. The Consultant also agrees that it will not publish, copyright or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the Department.

G. Consultant covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Agreement. Consultant further covenants and agrees that when a former state employee is employed by the Consultant, the Consultant will require that strict adherence by the former state employee to Florida Statutes 112.313(9) and 112.3185 is a condition of employment of said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I. The Department will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the Department, if the Consultant knowingly employs unauthorized aliens.

J. DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

6. TERMINATION AND DEFAULT

A. The Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination, as follows:

(1) If the Department determines that the performance of the Consultant is not satisfactory, the Department may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days whichever is sooner.

(2) If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Consultant, the Department will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

(3) If the Agreement is terminated before performance is completed, the Consultant will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.

B. The Department reserves the right to cancel and terminate this Agreement in the event the Consultant or any employee or agent of the Consultant is convicted for any crime arising out of or in conjunction with any work being performed by the consultant for or on behalf of the Department, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the Department . The Department reserves the right to terminate or cancel this Agreement in the event the Consultant will be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The Department further reserves the right to suspend the qualifications of the Consultant to do business with the Department upon any such conviction.

C. If the Agreement is for goods or services of $1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (1) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (2) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTORS

A. The Consultant will maintain an adequate and competent professional staff so as to enable Consultant to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subconsultants, for the purpose of its services hereunder, without additional cost to the Department, other than those costs negotiated within the limits and terms of this Agreement. The Consultant is fully responsible for satisfactory completion of all subcontracted work. The Consultant, however, will not sublet, assign or transfer any work under this Agreement to other than subconsultants specified in the Agreement without the written consent of the Department.

B. The Consultant must state in all subcontracts that services performed by any such subconsultant will be subject to the Professional Consultant Work Performance Evaluation System as defined in Chapter 14-75, Florida Administrative Code.

C. The following provision is hereby incorporated in and made a part of this Agreement when the services provided herein do not involve the expenditure of Federal funds:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract will be purchased from the Corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract will be deemed to be substituted for this agency insofar as dealings with such Corporation.

The Corporation referred to in the above paragraph is Prison Rehabilitative Industries and Diversified Enterprises, Inc. Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 28th Street North
Suite 300
St Petersburg, Florida 33716

8. **MISCELLANEOUS**

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

B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

C. There are no understandings or agreements except as herein expressly stated.

D. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

E. In any legal action related to this Agreement, instituted by either party, Consultant hereby waives any and all privileges and rights it may have under chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in any county chosen by the Department and in the event that any such legal action is filed by Consultant, Consultant hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.

F Consultant:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

9 **TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated in Section 6.B of the Standard Professional Services Agreement that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administrationas appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Fin No: 412456-1-72-06

EXHIBIT "A"

GENERAL SCOPE OF SERVICE

FOR

DISTRICT FIVE OVERHEAD SIGN
&
HIGH MAST LIGHT POLE INSPECTIONS

PROJECT MANAGER: Julia Blackwelder

DISTRICT STRUCTURES MAINTENANCE ENGINEER: Ron Meade, P.E.

Stage III
Prepared by Julia Blackwelder
Date 12.17.12

EXHIBIT "A"
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1.0 PROJECT OBJECTIVE

1.1 Overhead signs and HMLP's located within District 5 of the Florida Department of Transportation, hereinafter called the Department roadways are to be inspected in compliance with Federal and State regulations. For the purpose of this scope a structure is considered to be an overhead Sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and State of Florida Statue 335.074, Safety Inspection of Bridges. National Bridge Inspection Standard Code of Federal Regulations 23-Highways, Part 650, Subpart C; for the inspection of bridges will be applied to all overhead sign and HMLP structures.

2.0 GENERAL DESCRIPTION

2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the **PONTIS** format. The Department will provide software and access to the **PONTIS** network. The consultant is responsible on their own expense for procuring training in **PONTIS** for its employees. The Sign structures and HMLP's to be inspected are located on State maintained roadways and OOCEA roadways within the limits of District 5. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every 5 years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.

2.2 The amount of signs and HMLP's under this contract is dynamic; therefore the contract quantities listed below are estimated.

2.2.1 One thousand forty-eight (**1048**) Sign Structures will require routine inspections. Two hundred eighty three **283** HMLP's will require routine inspections. It is estimated that two hundred fifty (**250**) Initial/Post Construction Sign/HMLP inspections will be performed and will require application for overhead Sign/HMLP numbers, since

prior inspection of these newly constructed or newly inventoried Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned on plans and returned to the Project Manager with inspection report submittal. Any Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the Pontis inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

2.2.2 Twenty five (**25**) interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical Pontis Condition State Rating of 4 or greater will require an interim inspection.

2.3 The contract period shall be twenty four (**24**) months and shall begin from the date of the written notice to proceed issued by the Department.

2.4 For the purpose of this agreement a structure is considered to be an overhead sign or HMLP if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.

2.5 All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering Bridge and Ancillary Highway Structures Inspection standards of practice:

National Bridge Inspection Standard Code of Federal Regulations 23 - Highways, Part 650, Subpart C;

State of Florida Statute 335.074, Safety Inspection of Bridges;

Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO);

Bridge Inspector Training Manual 90 U.S. Department of Transportation/Federal Highway Administration; (USDOT /FHWA)

Inspection of Fracture Critical Bridge Members FHWA-IP-86-26, U.S. Department of Transportation/Federal Highway Administration;

Bridge & Other Structures Inspection & Reporting Procedures, Manual (FDOT) Revised 1/18/2012

Bridge Management System Coding Guide (FDOT) Revised 11/21/2012

Manual on Uniform Traffic Control Devices (USDOT /FHWA)
Accident Prevention Procedures Manual, State of Florida Department of Transportation;

State of Florida Roadway and Traffic Design Standards State of Florida Department of Transportation.

F.D.O.T. Standard Specifications for Road & Bridge Construction.

FDOT Bridge Inspectors Field Guide Structural Elements 2/1/2008

Guidelines for the Installation, Inspection, Inspection, Maintenance & repair of Structural Supports for Highway Signs, Luminaires, and Traffic Signal U.S. Department of Transportation/Federal Highway Administration (USDOT/FHWA)

Any Subsequent revisions to the documents listed in **2.5** after the Notice to Proceed shall be evaluated by the Department and the consultant for impact on this Scope of Services.

3.0 PERSONNEL REQUIREMENTS

3.1 A qualified individual must be at the overhead sign site or HMLP site to supervise inspection activities at all times. To be qualified, an individual must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges. Be registered as a

Professional Engineer in Florida and experienced in the inspection of bridges (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F. A. C.

3.2 An organizational chart shall be submitted to the Department for approval. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the Department's Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.

3.3 Each final inspection report shall be sealed in accordance with Section 471.025, Florida Statute; by the Professional Engineer, who confirms the accuracy and completeness of all the report contents. The individual signing and sealing reports must have completed the following FHWA-NHI 130055 Safety Inspection of In-Service Bridges.

3.4 Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

3.5 Subcontracting firms and the work they will perform shall be identified in the Technical proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. The percentage of total contract work performed by the subcontractor shall not exceed fifty percent (50%). Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by the Department.

4.0 WORK ITEMS

4.1 FIELD INSPECTIONS

4.1.1 Field inspections must be conducted in accordance with the publications listed in Section 2.5 of this document. The Professional

Engineer or Certified Bridge Inspector on site shall be responsible for the detection of all deficiencies and the determination, recording of the structure's condition which must include the personal hands on inspection of all significant deficiencies. The Professional Engineer or Certified Bridge Inspector is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. During the course of routine inspections any signs or HMLP's found not previously in the inventory and or without a reference number should be reported to the Project Manager immediately.

4.1.2 Every visible surface of all members of each Sign Structure or HMLP must be examined. Members that cannot be examined because of debris, vegetation, etc., shall be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than one hour for the inspection team to perform. The Department Project Manager shall be consulted to verify the condition or to schedule for the Maintenance Yard to perform the work and reschedule the inspection. Overhead Sign Structure members or HMLP's elements that cannot be inspected prior to report publication due to debris, vegetation, dirt, etc., must be documented in the report as such with the reason for not completing the inspection.

4.1.3 Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units. Element Condition states should be specified in the element inspection notes with the deficiency described.

4.1.4 The Consultant shall not permit any inspector to perform consecutive routine inspections on the same sign structure. If this occurs, the Consultant shall repeat the inspection using another inspector at no additional charge to the Department.

4.1.5 If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the Department's Project Manager or designated representative must be verbally notified immediately(in person, no voicemail). Verbal notification must be confirmed with written notification within **24** hours.

4.1.6 Inspection of the base plate to pole welded connection will be performed on all the HMLP & WSHMLP. Inspection of both the *exterior and interior* weld is required. A borescope is recommended but alternatives may be used upon approval. Be specific when documenting the percent of section loss, give actual measurement when possible.

4.1.7 Mark area of deficiency with orange paint or ribbon. (Limit use of paint in highly visible areas.)

4.1.8 If there is a bolt deficiency, provide bolt diameter and bolt length.

4.1.9 Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized, by marking arrows or dimensions directly on the photograph. The date the photograph was taken shall always be marked on the front. A new photographic inventory will be required for all initial inspections and routine inspections where the sign panels have been replaced.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT. For all OOCEA Sign Structures and HMLP's the consultant must develop, publish, and submit two (2) signed and sealed sign or HMLP report, one to the FDOT and one to OOCEA. Each report will be generated in **PONTIS** and stored in EDMS and contain all documentation specified by this agreement.

The Consultant will be responsible to take a photo inventory and it will also be entered into Pontis and EDMS.

4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within

seven (7) calendar days on the reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department with an original of each report. A hard copy of the photo inventory, updated plans (if applicable) and any other inspection documents will be submitted with the report. After final acceptance all inspection documents photo inventory and updated plans will be submitted into EDMS, then payment will be rendered. Each initial inspection report transmitted to FDOT must be top bound in a letter size file folder as specified in the Manual for Bridge and Other Structures Inspection and Reporting Procedures Volume I. All other inspection reports must be stapled and top punched with two holes to fit the letter size file folder mentioned above.

4.2.3 The **PONTIS** element notes shall provide a comprehensive description of all Sign Structures and HMLP deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action performed since the last inspection. This serves two purposes; the most effective repair can only be determined if the source of the deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

4.2.4 The Consultant will identify all "California" overhead sign structures within the element inspection notes.

4.2.5 In addition to the information required by **PONTIS**, all reports shall contain, if needed, an addendum section, which will include the following:

A. All element notes which cannot be written in the report due to space limitations.

B. The consultant will provide new location maps for all structures. The location maps shall provide sufficient detail to allow a person not familiar with the area to find the structure. One printed copy showing the location of the structure will be included with each inspection report.

B. Sign Panel and Deficiency Location Photograph

All additional addendum information will be stored as an addendum in the Media Section of Pontis.

4.2.6 Standoff distance measurements are to be noted in the foundation section of the report. An example of the format will be provided.

4.2.7 A minimum of four (4) inventory photos are required for each structure. All photos must be in color with a date stamp. Photo Inventory will include a photo of the front of the sign, back of the sign, foundation and the Sign Structure number.

4.3 COMPREHENSIVE INVENTORY DATABASE RECORDS (CIDR)

4.3.1 The Department must maintain a computer file referred to as the CIDR file, which contains data items pertaining to a structures identity, condition and description. It is of utmost importance that the CIDR data be accurate and complete.

4.3.2 When records are added to the computer file a report is generated for each structure and is referred to as CIDR sheets. The CIDR sheets must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

4.3.3 Each Sign Structure report must contain a CIDR section sealed in accordance with Section 471.025, F. S., by the Professional Engineer, which confirms its accuracy and completeness. The CIDR section must follow the inspection report.

4.3.4 STRUCTURE'S TO BE UPDATED ON STRAIGHT LINE DIAGRAM'S

4.3.5 The Department will supply the Consultant with a CD with all straight-line diagrams for each structure to be located on. The Consultant will update the straight-line diagram as changes occur to show the addition of new structures or deletions of old structures and to correct errors found on the map. Two hard copies (11x 17) shall be delivered by the Consultant at the end of the contract. An

updated disk will be returned to the Department as directed by the Department Project Manager.

4.4 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.4.1 The Consultant, at their own cost must maintain an active VPN connection which will be used to access **PONTIS** and import electronic documents into the Department's Electronic Document Management System (EDMS)

The Consultant shall provide personnel proficient in the use of computers and scanner operation to input Structures Inspection Documents into the Department's EDMS. This will require familiarity with the Structures Management EDMS. Document guidelines for the EDMS are posted on the Infonet. See link below. Duties will include scanning, attributing (assigning information specific to the document), importing directly into EDMS folder) and retrieving documents that are to be archived electronically in the Department's EDMS. Documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in Pontis will be downloaded from Pontis using the print to PDF command. Adobe Acrobat version 5.0 and later will be used, in the 1.4 format. This effort should be included into the cost of scheduled inspections. Document names will follow the D5 Structure Maintenance Naming Conventions & Attribution Document.

The Department's EDMS system is Hummingbird Document Management Software (DM). The consultant must purchase a single named user Hummingbird license for each vendor site (physical location). This license must be purchased directly from Hummingbird. Instructions for purchasing the license(s) can be found on the department internet site:

http://cosharepoint.dot.state.fl.us/sites/BSSO/Information/Projects/EDMS/default.aspx

4.5 WORK ORDERS

4.5.1 The consultant will be responsible for insuring that corrective action is requested through a work order. To accomplish this it will be necessary to review the inspection reports & the District Five Policies and decide if corrective action is warranted for each deficiency reported. A Feasible Action Review Committee F.A.R.C. will be established containing no less than three management level engineers. The committee will meet on a weekly basis to review the week's inspection reports, and will present its findings to a representative of the Department for final approval. Work orders will be submitted with the final inspection reports. A copy of the Work orders will be generated through the Reports Applet, Work003-Work Order Maintenance (Wom Report). Upon approval a work order for each of the selected deficiencies generated in the **PONTIS** system will be uploaded into the MMS system. One day of training will be provided if needed for uploading the work orders into the MMS system.

4.5.2 The consultant will create a Recommended Corrective Action page for all work order recommendation for OOCEA-Orlando-Orange County Expressway Authority Sign Structures and HMLP's that are on Non-LPA roadways. Also, keep a spreadsheet to be submitted to OOCEA for tracking all work orders on Non-LPA roadways. The spreadsheet will be submitted at the time the final inspections reports are forwarded to the owner.

4.6 **DISTRICT FIVE POLICY**

D5 has its own policy for inspecting and reporting specific items of the structure. D5 reserves the right to modify and add to the list shown below at any time. The Consultant will have to Comply with the current policy and or any changes that will happen in the future.

Structures Inspection

District Five Policy

Effective Date	Structure Type	Topic	Policy
2/29/2012	Signs & TSMA	Moment Connection Gaps	For connection with two horizontal plates, most truss type bearing connections, as long as bolts are tight no work order is needed no matter what the gap measures. Continue to measure and note in report. For connection with two vertical plates, most mast arm type moment connections, continue to ask for work order or repair recommendation to eliminate gaps >1/8". If gaps are 1/8" or less and the bolts are tight, no work order is required.
3/1/2012	All	Stand-off distances	For truss/bridge type structures, do not issue a work order for stand-off distances within 2 anchor bolt diameters. If the stand-off distance exceeds 2 bolt diameters, issue a work order for a FARC review. For all other structures, if the stand-off distance exceeds one anchor bolt diameter by one inch, issue a work order for a FARC review.
3/1/2012	All	Grout pads/rings	If a grout pad is solid, has no cracking or corrosion bleed out; do not remove grout pad. Remove a grout pad/ring that has any of the following characteristics: hollow sounding, cracking, corrosion bleed out, efflorescence, standing water, missing column cap, holes in column, clogged weep hole, no weep hole or spalling. If the grout pad if too difficult to remove (refer to scope of contract), issue a work order or repair recommendation to remove grout pad.
3/1/2012	All	Missing anchor bolt jam nuts	If there is no jam nut on the anchor bolt and there is room for a full height jam nut issue a work order or repair recommendation to install a full height jam nut. If there is no jam nut on the anchor bolt and there isn't room to install a full height jam nut but there is room for a half height jam nut issue a work order or repair recommendation to install a half height jam nut. If there is no jam nut on the anchor bolt and there isn't room for a half height jam nut issue a work order or repair recommendation to replace the nut with a locking nut.

4.7 MAINTENANCE ITEMS TO BE HANDLED DURING INSPECTIONS

The Certified Bridge Inspector will be responsible to perform the following maintenance activities as part of the inspection.

Painting of Structural Components with Cold Galvanizing: The inspectors will clean and paint only primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign). Cold Galvanizing will be supplied by FDOT.

Loose Anchor Bolt Nuts: The inspectors with a pipe wrench and "cheater bar" will tighten loose anchor bolt nuts and jam nuts.

Missing Anchor Bolt Nuts: The required size will be measured and documented in the element inspection notes in the report.

Loose High Strength Bolts: Loose high strength bolts (at the moment connectors, box section connectors, and primary element connections) will be tightened to the extent possible by the inspector, but will not be

tightened to a specified torque value. This information will be documented in the element inspection notes in the report.

Missing High Strength Bolts and Nuts: The inspectors will **not** replace missing high strength bolts and nuts, but the inspector will obtain the required size of the missing fasteners to be documented in the element inspection notes in the report.

Missing and Loose Sign Panel and Sign Backing Connection Bolts: The inspector will tighten loose sign panel and sign backing bolts. Inspector will replace all missing sign fasteners if accessible and not an excessive effort. Fasteners will be supplied by FDOT.

Grout Pads or rings: See District Five Policies on page 13 of the scope.

4.8 **OOCEA-ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ROADWAYS**

Non-LPA-NON-LEASE PURCHASE AGREEMENT ROADWAYS
SR-429 Section 75320000 and all subsections
SR-551 Section 75200000 and all subsections
SR-417 Section 75301000 and all subsections
SR-414 Section 75340000 and all subsections

All signs on these roadways will be billed directly with OOCEA-Orlando-Orange County Expressway Authority.

LPA-LEASE PURCHASE AGREEMENT ROADWAYS
SR-408 Section 75008000 and all subsections
SR-528 Section 75002000 and all subsections
SR-417 Section 75300000 and all subsections

4.9 **QUALITY CONTROL**

5.0 **GENERAL**

The consultant shall institute quality assurance procedures, which shall be provided in written form to the Department for review and approval before the notice to proceed, is executed. Quality assurance procedures are an integral part of this contract and are not a separate pay item.

5.1 The Department may perform additional quality assurance by inspecting Sign Structures and HMLP's that have been previously inspected by the Consultant and reviewing the inspection records for conformity with the Department's findings.

5.2 QUALITY REVIEWS

5.2.1 The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

5.2.2 The Quality Assurance Program shall also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

5.3 QUALITY RECORDS

5.3.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site and shall be sent to the Department for audit review quarterly during the contract term.

5.4 QUALITY ASSURANCE (QA) PLAN

5.4.1 The Consultant shall include a Quality Assurance Plan in the proposal. The Quality Assurance Plan shall detail the procedures, evaluation criteria, and instructions to his organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the Department approves the Consultant's Quality Assurance Plan. Significant changes to the work requirements may require the Consultant to revise his Quality Assurance Plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

5.4.1.a **Organization** - A description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.

5.4.1.b **Quality Reviews** - The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.

5.4.1.c **Quality Records** - The types of records, which will be generated and maintained by the Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.

5.4.1.d **Quality of Subcontractors and Vendors** - The methods used by the Consultant to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.

5.4.1.e **Quality Assurance Certification** - An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the overhead sign and HMLP reports have been prepared and checked in accordance with the Department's specifications for this contract.

5.4.1. f The Department may hold short (1/2 day) training sessions for all inspection personnel biannually, informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.5 **QUALITY REVIEWS BY THE DEPARTMENT**

5.5.1 The Department may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.5.2 Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.

5.5.3 Any subcontractors or vendors may be included as part of the quality review.

6.0 REQUIRED MATERIALS

6.1 GENERAL (TO BE PROVIDED BY THE DEPARTMENT)

6.1.1 District 5 Straight Line Diagrams

6.1.2 PONTIS software and a means to access the Departments PONTIS database.

6.1.3 Examples of prior Inspection Reports if requested by the consultant.

6.1.4 Self adhesive node numbers

6.1.5 Example of Recommended Corrective Action Page.

6.1.6 EDMS Naming Conventions and Attributions

6.2 MANUALS (TO BE OBTAINED BY THE CONSULTANT)

Manuals listed in this document may be purchased from the vendors listed below:

6.2.1 FDOT Manuals
Florida Department of Transportation
Maps and Publications Phone (850) 414-4050
On-Line http://www.dot.state.fl.us/mapsandpublications/
Haydon Burns Building-605 Suwannee Street,
Tallahassee, Fl 32399-0450

6.2.2 AASHTO Publications
American Association of State Highway and Transportation Officials
Online www.transportation.org

444 N. Capitol Street, NW, Suite 249
Washington, D.C. 20001 USA
Phone 1-800-231-3475 Fax 1-800-525-5562

6.2.3 FHWA Manuals
U.S. Government Printing Office
Washington, D.C. 20402

7.0 WORK SCHEDULE AND PROGRESS REPORTS

7.1 NOTICE TO PROCEED MEETING.

7.1.1 The Department shall conduct a Notice to proceed meeting after the Consultant has received the Notice to Proceed letter from the Department. This meeting will include but will not be limited to the following personnel:

Department Project Manager
Department Professional Services Administrator
Consultant Project Manager
Consultant Deputy Project Manager

7.1.2 The Department will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by the Department (See section 6.0).

7.1.3 The Consultant will provide the Department with its final written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.

7.2 WORK SCHEDULE

7.2.1 A proposed work schedule shall be submitted to the Department for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will insure that all inspections to overhead Sign Structures and HMLP's will not be delinquent.

7.2.2 At the Department's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to the Department's Project Manager.

7.2.3 Work that falls behind schedule must be reported to the Department's Project Manager on a Daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

7.2.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the overhead Sign Structures and HMLP inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.

7.3 PROGRESS REPORTS.

7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task. Monthly progress reports should also be prepared and delivered to the Department concurrently with the monthly invoice.

7.3.2 The Consultant shall meet with the Department on an as needed basis as deemed necessary by the Department Project Manager.

7.3.3 The Department Project Manager will make judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 LEGAL PROCEEDINGS

8.1.1 The Consultant shall serve as an expert witness in any legal proceedings if required by the Department. The fee for these services shall be established if, and when, they are needed.

8.2 ERRORS AND/OR OMISSIONS

8.2.1 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.3 CONTRADICTIONS

8.3.1 In the event of a contradiction between the provisions of Exhibit "A" and the Consultant's technical proposal, the provisions of Exhibit "A" shall apply.

9.0 LIST OF SIGN STRUCTURES (SEE PAGES 21-55)

STATE & LPA SIGNS						
Brkey	Lrsinvrt	Featint	Facility	Strucname	Lastinsp	Nextinsp
11S009	11210000	US–192	US–192	Bridge	12/20/2011	12/20/2013
11S010	11210000	US–192	US–192	Bridge	12/20/2011	12/20/2013
36S007	36030000	US–301	US–301	Bridge	10/26/2011	10/26/2013
36S008	36030000	US–301	US–301	Bridge	10/25/2011	10/25/2013
36S012	36110000	SR–40	SR–40	Bridge	10/26/2011	10/26/2013
70S044	70080000	SR–A1A	SR–A1A	Bridge	4/26/2011	4/26/2013
75A012	75066500	Boggy Creek Rd.	Boggy Creek Rd.	Bridge	11/1/2011	11/1/2013
75S002	75002000	SR–482	SR–482	Bridge	7/15/2011	7/15/2013
75S007	75002000	SR–528	SR–528	Bridge	8/17/2011	8/17/2013
75S025	75003000	SR–436	SR–436	Bridge	9/14/2011	9/14/2013
75S044	75008000	SR–408	SR–408	Bridge	10/5/2011	10/5/2013
75S059	75008000	SR–408	SR–408	Bridge	2/16/2012	2/16/2014
75S060	75008000	SR–408	SR–408	Bridge	2/16/2012	2/16/2014
75S071	75008000	SR–408	SR–408	Bridge	6/14/2011	6/14/2013
75S085	75008000	SR–408	SR–408	Bridge	2/16/2012	2/16/2014
75S090	75008160	SR–408	SR–408	Bridge	10/5/2011	10/5/2013
75S137	75011000	SR–414	SR–414	Bridge	5/31/2012	5/31/2014
75S138	75011000	SR–414	SR–414	Bridge	5/31/2012	5/31/2014
75S183	75270000	SR–435	SR–435	Bridge	11/21/2011	11/21/2013
75S184	75270000	SR–435	SR–435	Bridge	11/21/2011	11/21/2013
75S185	75270000	SR–435	SR–435	Bridge	11/21/2011	11/21/2013
75S200	75280000	I–4	I–4	Bridge	1/19/2012	1/19/2014
75S203	75280000	I–4	I–4	Bridge	1/19/2012	1/19/2014
75S222	75280000	I–4	I–4	Bridge	1/19/2012	1/19/2014
75S242	75280000	I–4	I–4	Bridge	1/20/2012	1/20/2014
75S294	75280000	I–4	Central Fl Pkwy	Bridge	6/13/2011	6/13/2013
75S295	75280000	I–4	Central Fl Pkwy	Bridge	6/13/2011	6/13/2013
75S318	75039000	SR–536	SR–536	Bridge	3/28/2012	3/28/2014
75S371	75008000	SR–408	SR–408	Bridge	6/16/2011	6/16/2013
75S379	75008000	SR–408	SR–408	Bridge	2/17/2011	2/17/2013
75S387	75008160	SR–408	SR–408	Bridge	10/5/2011	10/5/2013
75S402	75002000	SR–528	SR–528	Bridge	11/1/2011	11/1/2013
75S406	75002000	SR–528	SR–528	Bridge	11/4/2011	11/4/2013
75S408	75002000	SR–528	SR–528	Bridge	11/4/2011	11/4/2013
75S409	75002000	SR–528	SR–528	Bridge	11/3/2011	11/3/2013
75S410	75002000	SR–528	SR–528	Bridge	11/3/2011	11/3/2013
75S438	75280000	I–4	I–4	Bridge	5/24/2012	5/24/2014
75S453	75190003	CR–423	CR–423	Bridge	11/4/2011	11/4/2013
75S455	75039000	SR–536	SR–536	Bridge	8/19/2011	8/19/2013

STATE & LPA SIGNS						
75S458	75280000	I–4	I–4	Bridge	9/19/2011	9/19/2013
75S459	75280000	I–4	I–4	Bridge	8/18/2011	8/18/2013
75S460	75280000	I–4	I–4	Bridge	9/19/2011	9/19/2013
75S464	75010000	US–17	US–17	Bridge	9/21/2011	9/21/2013
75S525	75280000	I–4	I–4	Bridge	9/21/2012	9/21/2014
75S534	75280000	I–4	I–4	Bridge	12/27/2010	12/27/2012
75S535	75280000	I–4	I–4	Bridge	12/27/2010	12/27/2012
75S552	75008000	SR–408	SR–408	Bridge	7/20/2011	7/20/2013
75S561	75008160	SR–408	SR–408	Bridge	7/21/2011	7/21/2013
75S567	75008160	SR–408	SR–408	Bridge	7/21/2011	7/21/2013
75S569	75008160	SR–408	SR–408	Bridge	7/21/2011	7/21/2013
75S578	75300000	SR–417	SR–417	Bridge	3/28/2012	3/28/2014
75S588	75280000	I–4	I–4	Bridge	4/18/2012	4/18/2014
75S604	75002000	SR–528	SR–528	Bridge	2/16/2011	2/16/2013
75S606	75002000	SR–528	SR–528	Bridge	2/16/2011	2/16/2013
75S607	75002000	SR–528	SR–528	Bridge	2/16/2011	2/16/2013
75S611	75200001	SR–551	SR–551	Bridge	2/16/2011	2/16/2013
75S619	75300000	SR–417	SR–417	Bridge	3/15/2011	3/15/2013
75S632	75300000	SR–417	SR–417	Bridge	4/19/2011	4/19/2013
75S636	75300000	SR–417	SR–417	Bridge	3/16/2011	3/16/2013
75S643	75280000	I–4	I–4	Bridge	2/15/2012	2/15/2014
75S661	75002000	SR–528	SR–528	Bridge	9/20/2012	9/20/2014
75S676	75300000	SR–417	SR–417	Bridge	8/17/2011	8/17/2013
75S677	75300000	SR–417	SR–417	Bridge	8/17/2011	8/17/2013
75S678	75300000	SR–417	SR–417	Bridge	8/17/2011	8/17/2013
75S681	75300000	SR–417	SR–417	Bridge	9/15/2011	9/15/2013
75S682	75300000	SR–417	SR–417	Bridge	9/15/2011	9/15/2013
75S689	75008160	SR–408	SR–408	Bridge	9/13/2011	9/13/2013
75S695	75008160	SR–408	SR–408	Bridge	9/13/2011	9/13/2013
75S698	75008160	SR–408	SR–408	Bridge	9/13/2011	9/13/2013
75S704	75008000	SR–408	SR–408	Bridge	12/28/2011	12/28/2013
75S732	75008170	SR–408	SR–408	Bridge	7/18/2012	7/18/2014
75S734	75008170	SR–408	SR–408	Bridge	7/16/2012	7/16/2014
75S747	75008170	SR–408	SR–408	Bridge	7/18/2012	7/18/2014
75S762	75280000	CR–423	CR–423	Bridge	3/29/2011	3/29/2013
75S765	75280000	I–4	I–4	Bridge	3/7/2011	3/7/2013
75S772	75280000	CR–423	CR–423	Bridge	3/29/2011	3/29/2013
75S776	75008000	SR–408	SR–408	Bridge	4/14/2011	4/14/2013
75S792	75008000	SR–408	SR–408	Bridge	4/13/2011	4/13/2013
75S800	75008000	SR–408	SR–408	Bridge	4/14/2011	4/14/2013

STATE & LPA SIGNS						
75S801	75008000	SR–408	SR–408	Bridge	5/27/2011	5/27/2013
75S881	75280000	I–4	I–4	Bridge	9/21/2012	9/21/2014
75S886	75280000	I–4	I–4	Bridge	10/26/2010	10/26/2012
75S888	75280000	I–4	I–4	Bridge	9/21/2012	9/21/2014
75S946	75008000	SR–408	SR–408	Bridge	3/17/2011	3/17/2013
77S005	77080000	SR–436	SR–436	Bridge	4/17/2012	4/17/2014
77S007	77080000	SR–436	SR–436	Bridge	4/17/2012	4/17/2014
77S012	77080000	SR–436	SR–436	Bridge	9/19/2012	9/19/2014
77S020	77030000	SR–46	SR–46	Bridge	4/17/2012	4/17/2014
77S023	77080000	SR–436	SR–436	Bridge	4/17/2012	4/17/2014
77S024	77160000	I–4	I–4	Bridge	3/29/2012	3/29/2014
77S037	77002000	SR–414	SR–414	Bridge	4/18/2012	4/18/2014
77S038	77002000	SR–414	SR–414	Bridge	4/18/2012	4/18/2014
77S040	77160000	I–4	I–4	Bridge	8/13/2012	8/13/2014
77S041	77160000	I–4	I–4	Bridge	8/13/2012	8/13/2014
77S043	77160000	I–4	I–4	Bridge	8/13/2012	8/13/2014
77S044	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S046	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S047	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S048	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S056	77160000	I–4	I–4	Bridge	8/15/2012	8/15/2014
77S059	77080000	SR–436	SR–436	Bridge	10/26/2010	10/26/2012
79S044	79110000	I–4	I–4	Bridge	6/22/2011	6/22/2013
79S048	79110000	I–4	I–4	Bridge	11/24/2010	11/24/2012
79S057	79181000	SR–472	SR–472	Bridge	7/22/2011	7/22/2013
79S060	79110000	I–4	I–4	Bridge	7/27/2011	7/27/2013
79S065	79110000	I–4	I–4	Bridge	7/25/2011	7/25/2013
79S067	79110000	I–4	I–4	Bridge	7/25/2011	7/25/2013
79S070	79060000	US–92	US–92	Bridge	7/28/2011	7/28/2013
79S075	79230000	SR–421	SR–421	Bridge	7/27/2011	7/27/2013
79S090	79110000	I–4	I–4	Bridge	8/22/2012	8/22/2014
79S098	79110000	I–4	I–4	Bridge	6/22/2011	6/22/2013
79S148	79110045	I–4	I–4	Bridge	8/16/2011	8/16/2013
79S149	79110045	I–4	I–4	Bridge	8/16/2011	8/16/2013
92S027	92130000	I–4	I–4	Bridge	10/25/2010	10/25/2012
92S028	92130000	I–4	I–4	Bridge	11/10/2010	11/10/2012
92S029	92130000	I–4	I–4	Bridge	10/26/2010	10/26/2012
92S030	92130000	I–4	I–4	Bridge	11/10/2010	11/10/2012
92S031	92130000	I–4	I–4	Bridge	10/26/2010	10/26/2012
92S036	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012

STATE & LPA SIGNS						
92S037	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S038	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S041	92515001	World Drive	World Drive	Bridge	11/10/2010	11/10/2012
92S042	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S043	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S044	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S045	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S049	92090000	US-192	US-192	Bridge	3/2/2011	3/2/2013
92S050	92090000	US-192	US-192	Bridge	12/23/2010	12/23/2012
92S051	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S052	92515001	World Drive	World Drive	Bridge	12/22/2010	12/22/2012
92S053	92515001	World Drive	World Drive	Bridge	12/23/2010	12/23/2012
92S062	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S063	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S064	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/23/2010	12/23/2012
92S065	92514000	Osceola Parkway	Osceola Parkway	Bridge	12/27/2010	12/27/2012
92S068	92130000	I-4	I-4	Bridge	12/27/2010	12/27/2012
92S069	92130000	I-4	I-4	Bridge	12/27/2010	12/27/2012
92S095	92130000	I-4	I-4	Bridge	7/12/2011	7/12/2013
92S096	92130000	I-4	I-4	Bridge	8/18/2011	8/18/2013
92S097	92130000	I-4	I-4	Bridge	7/12/2011	7/12/2013
92S098	92090015	US-192	US-192	Bridge	7/14/2011	7/14/2013
92S100	92130020	I-4	I-4	Bridge	7/13/2011	7/13/2013
92S101	92130000	I-4	I-4	Bridge	7/14/2011	7/14/2013
92S103	92130000	I-4	I-4	Bridge	8/18/2011	8/18/2013
92S104	92130000	I-4	I-4	Bridge	7/14/2011	7/14/2013
92S105	92130000	I-4	I-4	Bridge	7/13/2011	7/13/2013
92S108	92090000	US-192	US-192	Bridge	7/13/2011	7/13/2013
92S109	92090000	US-192	US-192	Bridge	7/13/2011	7/13/2013
92S110	92090000	US-192	US-192	Bridge	7/13/2011	7/13/2013
92S113	92090000	US-192	US-192	Bridge	7/12/2011	7/12/2013
75S449	75280000	I-4	I-4	Bridge DMS	6/18/2012	6/18/2014
75S808	75008000	SR-408	SR-408	Bridge DMS	5/27/2011	5/27/2013
75S814	75008000	SR-408	SR-408	Bridge DMS	5/27/2011	5/27/2013
75S737	75008170	SR-408	SR-408	Bridge – DMS	7/18/2012	7/18/2014
79S237	79110000	I-4	I-4	Bridge – DMS	2/14/2012	2/14/2014
75S680	75300000	SR-417	SR-417	Bridge (DMS)	9/15/2011	9/15/2013
75S705	75008000	SR-408	SR-408	Bridge (DMS)	1/20/2012	1/20/2014
75S851	75280000	I-4	I-4	Bridge (DMS)	7/14/2011	7/14/2013
75S863	75002000	SR-528	SR-528	Bridge (DMS)	9/20/2012	9/20/2014

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75S864	75002000	SR–528	SR–528	Bridge (DMS)	9/20/2012	9/20/2014
75S873	75008170	SR–408	SR–408	Bridge (DMS)	9/19/2012	9/19/2014
75S874	75008170	SR–408	SR–408	Bridge (DMS)	9/19/2012	9/19/2014
75S910	75002000	SR–528	SR–528	Bridge (DMS)	10/6/2011	10/6/2013
75S913	75002000	SR–528	SR–528	Bridge (DMS)	10/6/2011	10/6/2013
75S914	75002000	SR–528	SR–528	Bridge (DMS)	10/5/2011	10/5/2013
92S099	92130000	I–4	I–4	Bridge (DMS)	7/12/2011	7/12/2013
70S043	70080000	SR–A1A	SR–A1A	Bridge DMS	4/26/2011	4/26/2013
75S444	75280000	I–4	I–4	Bridge DMS	6/19/2012	6/19/2014
75S445	75280000	I–4	I–4	Bridge DMS	6/19/2012	6/19/2014
75S446	75280000	I–4	I–4	Bridge DMS	6/19/2012	6/19/2014
75S450	75280000	I–4	I–4	Bridge DMS	6/19/2012	6/19/2014
75S621	75300000	SR–417	SR–417	Bridge DMS	3/15/2011	3/15/2013
75S622	75300000	SR–417	SR–417	Bridge DMS	3/15/2011	3/15/2013
75S627	75300000	SR–417	SR–417	Bridge DMS	4/26/2011	4/26/2013
75S628	75300000	SR–417	SR–417	Bridge DMS	4/19/2011	4/19/2013
75S690	75008160	SR–408	SR–408	Bridge DMS	9/14/2011	9/14/2013
75S692	75008160	SR–408	SR–408	Bridge DMS	9/14/2011	9/14/2013
75S696	75008160	SR–408	SR–408	Bridge DMS	9/13/2011	9/13/2013
75S742	75008170	SR–408	SR–408	Bridge DMS	7/16/2012	7/16/2014
75S744	75008170	SR–408	SR–408	Bridge DMS	7/16/2012	7/16/2014
75S775	75008000	SR–408	SR–408	Bridge DMS	4/14/2011	4/14/2013
75S790	75008170	SR–408	SR–408	Bridge DMS	4/13/2011	4/13/2013
75S791	75008170	SR–408	SR–408	Bridge DMS	4/14/2011	4/14/2013
75S793	75008000	SR–408	SR–408	Bridge DMS	4/13/2011	4/13/2013
75S794	75008000	SR–408	SR–408	Bridge DMS	4/19/2011	4/19/2013
75S798	75008000	SR–408	SR–408	Bridge DMS	3/9/2011	3/9/2013
75S799	75008000	SR–408	SR–408	Bridge DMS	3/9/2011	3/9/2013
75S859	75300000	SR–417	SR–417	Bridge DMS	8/1/2012	8/1/2014
75S860	75300000	SR–417	SR–417	Bridge DMS	8/1/2012	8/1/2014
75S861	75300000	SR–417	SR–417	Bridge DMS	9/20/2012	9/20/2014
75S862	75300000	SR–417	SR–417	Bridge DMS	9/20/2012	9/20/2014
75S865	75002000	SR–528	SR–528	Bridge DMS	8/1/2012	8/1/2014
75S866	75002000	SR–528	SR–528	Bridge DMS	8/2/2012	8/2/2014
75S868	75008160	SR–408	SR–408	Bridge DMS	8/2/2012	8/2/2014
75S875	75002000	SR–528	SR–528	Bridge DMS	8/1/2012	8/1/2014
79S116	79110000	I–4	I–4	Bridge DMS	4/22/2011	4/22/2013
75A016	75060000	SR–50	SR–50	Bridge Sign	12/27/2011	12/27/2013
75A017	75060000	SR–50	SR–50	Bridge Sign	12/27/2011	12/27/2013
75A030	75008000	SR–408	SR–408	Bridge Sign	2/16/2012	2/16/2014

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75A052	75008000	Conway Rd. Toll Plaza WB	SR–408	Bridge Sign	10/12/2011	10/12/2013
75A067	75039000	SR–536	SR–536	Bridge Sign	12/12/2011	12/12/2013
75A077	75002041	SR–528	SR–528	Bridge Sign	1/27/2012	1/27/2014
75A078	75002042	SR–528	SR–528	Bridge Sign	1/27/2012	1/27/2014
75A082	75002000	SR–528	SR–528	Bridge Sign	2/1/2012	2/1/2014
75A083	75002000	SR–528	SR–528	Bridge Sign	2/3/2012	2/3/2014
75A084	75002000	SR–528	SR–528	Bridge Sign	2/3/2012	2/3/2014
75A087	75002000	SR–528	SR–528	Bridge Sign	2/3/2012	2/3/2014
75A088	75002000	SR–528	SR–528	Bridge Sign	2/2/2012	2/2/2014
75A089	75002000	SR–528	SR–528	Bridge Sign	2/2/2012	2/2/2014
75A097	75008000	SR–408	SR–408	Bridge Sign	2/23/2012	2/23/2014
75S146	75039000	SR–536	SR–536	Bridge Sign	3/27/2012	3/27/2014
75S147	75039000	SR–536	SR–536	Bridge Sign	3/27/2012	3/27/2014
75S151	75039000	SR–536	SR–536	Bridge Sign	3/27/2012	3/27/2014
75S219	75280000	I–4	I–4	Bridge Sign	3/27/2012	3/27/2014
75S229	75280000	I–4	I–4	Bridge Sign	6/15/2012	6/15/2014
75S231	75280000	I–4	I–4	Bridge Sign	6/15/2012	6/15/2014
75S253	75300000	SR–417	SR–417	Bridge Sign	6/20/2012	6/19/2014
75S254	75300000	SR–417	SR–417	Bridge Sign	6/20/2012	6/20/2014
75S281	75300000	SR–417	SR–417	Bridge Sign	6/28/2012	6/28/2014
75S314	75035001	SR–535	SR–535	Bridge Sign	3/27/2012	3/27/2014
75S315	75039000	SR–536	SR–536	Bridge Sign	3/28/2012	3/28/2014
75S316	75039000	SR–536	SR–536	Bridge Sign	3/28/2012	3/28/2014
75S365	75280000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
75S440	75011001	SR–414	SR–414	Bridge Sign	6/15/2012	6/15/2014
75S441	75011001	SR–414	SR–414	Bridge Sign	6/15/2012	6/15/2014
75S443	75280000	I–4	I–4	Bridge Sign	6/14/2012	6/14/2014
75S447	75280000	I–4	I–4	Bridge Sign	6/19/2012	6/19/2014
75S479	75008000	SR–408	SR–408	Bridge Sign	12/28/2011	12/28/2013
75S526	75280000	I–4	Conroy Rd.	Bridge Sign	6/18/2012	6/18/2014
75S528	75280000	I–4	I–4	Bridge Sign	6/18/2012	6/18/2014
75S529	75280000	I–4	I–4	Bridge Sign	6/18/2012	6/18/2014
75S572	75008180	SR–408	SR–408	Bridge Sign	12/28/2011	12/28/2013
75S710	75008000	SR–408	SR–408	Bridge Sign	12/28/2011	12/28/2013
75S852	75280000	I–4	I–4	Bridge Sign	7/24/2012	7/24/2014
75S915	75002000	SR–528	SR–528	Bridge Sign	10/5/2011	10/5/2013
75S916	75002000	SR–528	SR–528	Bridge Sign	10/6/2011	10/6/2013
75S951	75008000	SR–408	SR–408	Bridge Sign	3/17/2011	3/17/2013
75S962	75280000	I–4	I–4	Bridge Sign	4/20/2011	4/20/2013
75S974	75002017	SR–528	SR–528	Bridge Sign	5/5/2011	5/5/2013

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75S975	75002034	SR–528	SR–436	Bridge Sign	5/6/2011	5/6/2013
75S989	75270000	SR–435	SR–435	Bridge Sign	7/14/2011	7/14/2013
77S034	77160000	CR–46A	I–4	Bridge Sign	12/21/2011	12/21/2013
77S035	77160000	CR–46A	I–4	Bridge Sign	12/21/2011	12/21/2013
77S036	77160000	I–4	I–4	Bridge Sign	12/21/2011	12/21/2013
77S094	77470000	SR–417	SR–417	Bridge Sign	11/28/2011	11/28/2013
79S192	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S193	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S194	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S195	79110000	I–4	I–4	Bridge Sign	8/29/2012	8/29/2014
79S196	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
79S197	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
79S198	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
79S199	79110000	I–4	I–4	Bridge Sign	8/31/2012	8/31/2014
92S078	92130000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
92S080	92130000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
92S081	92130000	I–4	I–4	Bridge Sign	6/22/2012	6/22/2014
92S083	92130000	I–4	I–4	Bridge Sign	6/22/2012	6/22/2014
92S085	92130000	I–4	I–4	Bridge Sign	6/22/2012	6/22/2014
92S087	92130000	I–4	I–4	Bridge Sign	6/21/2012	6/21/2014
92S114	92130000	I–4	I–4	Bridge Sign	2/18/2011	2/18/2013
75S909	75002000	SR–528	SR–528	Bridge Sign (DMS)	10/6/2011	10/6/2013
75S945	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/17/2011	3/17/2013
75S949	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/17/2011	3/17/2013
75S950	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/29/2011	3/29/2013
75S956	75008000	SR–408	SR–408	Bridge Sign (DMS)	3/16/2011	3/16/2013
75A031	75008000	SR–408	SR–408	Butterfly	2/16/2012	2/16/2014
75A032	75008000	SR–408	SR–408	Butterfly	2/16/2012	2/16/2014
75A038	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A039	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A040	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A041	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A043	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75A044	75008000	SR–408	SR–408	Butterfly	9/27/2011	9/27/2013
75S215	75280000	I–4	I–4	Butterfly	10/30/2010	10/30/2012
75S237	75280000	I–4	I–4	Butterfly	6/14/2012	6/14/2014
75S240	75280000	I–4	I–4	Butterfly	1/20/2012	1/20/2014
75S589	75280000	I–4	I–4	Butterfly	4/18/2012	4/18/2014
75S637	75280000	I–4	I–4	Butterfly	6/14/2011	6/14/2013
75S683	75300000	SR–417	SR–417	Butterfly	8/18/2011	8/18/2013

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75S684	75300000	SR–417	SR–417	Butterfly	8/18/2011	8/18/2013
75S685	75300000	SR–417	SR–417	Butterfly	8/16/2011	8/16/2013
75S686	75300000	SR–417	SR–417	Butterfly	8/16/2011	8/16/2013
75S754	75008170	SR–408	SR–408	Butterfly	2/17/2011	2/17/2013
75S756	75008170	SR–408	SR–408	Butterfly	2/17/2011	2/17/2013
75S959	75008000	SR–408	SR–408	Butterfly	3/9/2011	3/9/2013
75S960	75008000	SR–408	SR–408	Butterfly	3/11/2011	3/11/2013
75S961	75008000	SR–408	SR–408	Butterfly	3/11/2011	3/11/2013
75A059	75008160	SR 408	SR 408	Butterfly Sign	10/12/2011	10/12/2013
75A060	75008160	SR 408	SR 408	Butterfly Sign	10/12/2011	10/12/2013
79S117	79110000	I–4	I–4	Canitlever DMS	4/25/2011	4/25/2013
75A029	75008000	SR–408	SR–408	Cantiever	2/16/2012	2/16/2014
11S011	11090000	SR–19	SR–19	Cantilever	12/20/2011	12/20/2013
11S012	11090000	SR–19	SR–19	Cantilever	12/20/2011	12/20/2013
11S013	11002000	SR–44	SR–44	Cantilever	10/4/2011	10/4/2013
11S014	11002000	SR–44	SR–44	Cantilever	10/4/2011	10/4/2013
11S015	11010000	US–441	US–441	Cantilever	12/20/2011	12/20/2013
11S016	11200000	US–27	US–27	Cantilever	12/20/2011	12/20/2013
11S017	11200000	US–27	US–27	Cantilever	12/20/2011	12/20/2013
11S018	11010047	US–441	US–441	Cantilever	6/13/2012	6/13/2014
11S019	11040000	US–27	US–27	Cantilever	6/13/2012	6/13/2014
11S020	11040000	US–27	US–27	Cantilever	6/13/2012	6/13/2014
18S013	18010000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
18S014	18130000	I–75	I–75	Cantilever	3/10/2011	3/10/2013
36S001	36001000	US–441	US–441	Cantilever	10/25/2011	10/25/2013
36S025	36001000	US–301	US–301	Cantilever	10/25/2011	10/25/2013
36S026	36070000	US–27	US–27	Cantilever	10/25/2011	10/25/2013
36S027	36010000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
36S028	36030000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
36S029	36030000	US–301	US–301	Cantilever	3/10/2011	3/10/2013
36S030	36080000	SR–40	SR–40	Cantilever	3/10/2011	3/10/2013
70S032	70080000	SR–A1A	SR–A1A	Cantilever	9/12/2011	9/12/2013
70S033	70180000	SR–514	SR–514	Cantilever	9/12/2011	9/12/2013
70S034	70180000	SR–514	SR–514	Cantilever	9/12/2011	9/12/2013
70S045	70020000	US–1	US–1	Cantilever	3/30/2011	3/30/2013
70S046	70020000	US–1	US–1	Cantilever	3/30/2011	3/30/2013
70S047	70060000	SR–A1A	SR–A1A	Cantilever	3/30/2011	3/30/2013
70S048	70060000	SR–A1A	SR–A1A	Cantilever	3/30/2011	3/30/2013
70S108	70020000	US–1	US–1	Cantilever	3/28/2012	3/28/2014
70S109	70020000	US–1	US–1	Cantilever	3/28/2012	3/28/2014

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70S168	70030000	US–1 SB	US–1 SB	Cantilever	9/8/2011	9/8/2013
70S169	70030000	US–1 NB	US–1 NB	Cantilever	9/8/2011	9/8/2013
75A013	75060000	SR–50	SR–50	Cantilever	12/27/2011	12/27/2013
75A014	75060000	SR–50	SR–50	Cantilever	12/27/2011	12/27/2013
75A015	75060000	SR–50	SR–50	Cantilever	12/27/2011	12/27/2013
75A018	75060000	SR–50	SR–50	Cantilever	12/27/2011	12/27/2013
75A019	75060000	SR–50	SR–50	Cantilever	12/27/2011	12/27/2013
75A020	75060000	SR–50	SR–50	Cantilever	12/27/2011	12/27/2013
75A021	75060000	SR–50	SR–50	Cantilever	12/27/2011	12/27/2013
75A024	75008000	SR–408	SR–408	Cantilever	2/16/2012	2/16/2014
75A025	75008000	SR–408	SR–408	Cantilever	2/16/2012	2/16/2014
75A026	75008000	SR–408	SR–408	Cantilever	2/16/2012	2/16/2014
75A027	75008000	SR–408	SR–408	Cantilever	2/16/2012	2/16/2014
75A028	75008000	SR–408	SR–408	Cantilever	2/16/2012	2/16/2014
75A033	75280000	I–4	I–4	Cantilever	3/27/2012	3/27/2014
75A037	75050000	SR–50	SR–50	Cantilever	2/17/2011	2/17/2013
75A042	75008000	SR–408	SR–408	Cantilever	9/27/2011	9/27/2013
75A045	75002000	SR 482	SR 482	Cantilever	10/11/2011	10/11/2013
75A075	75008000	SR–408	SR–408	Cantilever	3/27/2012	3/27/2014
75A076	75008000	SR–408	SR–408	Cantilever	3/27/2012	3/27/2014
75S001	75002000	SR–482	SR–482	Cantilever	6/14/2011	6/14/2013
75S021	75002000	SR–528	SR–528	Cantilever	11/1/2011	11/1/2013
75S023	75002000	SR–528	SR–528	Cantilever	11/2/2011	11/2/2013
75S045	75008000	SR–408	SR–408	Cantilever	6/14/2011	6/14/2013
75S075	75008000	SR–408	SR–408	Cantilever	6/14/2011	6/14/2013
75S143	75030000	US–17	US–17	Cantilever	3/29/2012	3/29/2014
75S145	75035001	SR–535	SR–535	Cantilever	3/27/2012	3/27/2014
75S153	75050000	SR–50	SR–50	Cantilever	9/25/2012	9/25/2014
75S154	75050000	SR–50	SR–50	Cantilever	9/25/2012	9/25/2014
75S156	75060000	SR–50	SR–50	Cantilever	9/25/2012	9/25/2014
75S167	75060000	SR–50	SR–50	Cantilever	9/25/2012	9/25/2014
75S168	75060000	SR–50	SR–50	Cantilever	9/25/2012	9/25/2014
75S169	75060000	SR–50	SR–50	Cantilever	9/25/2012	9/25/2014
75S177	75140000	SR–520	SR–520	Cantilever	11/2/2011	11/2/2013
75S178	75190000	SR–423	SR–423	Cantilever	9/26/2012	9/26/2014
75S191	75280000	I–4	I–4	Cantilever	1/19/2012	1/19/2014
75S202	75280000	I–4	I–4	Cantilever	1/19/2012	1/19/2014
75S204	75280000	I–4	I–4	Cantilever	1/19/2012	1/19/2014
75S211	75280000	I–4	I–4	Cantilever	1/20/2012	1/20/2014
75S218	75280000	I–4	I–4	Cantilever	3/27/2012	3/27/2014

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75S230	75280000	I-4	I-4	Cantilever	6/28/2012	6/28/2014
75S233	75280000	I-4	I-4	Cantilever	6/15/2012	6/15/2014
75S239	75280000	I-4	I-4	Cantilever	1/20/2012	1/20/2014
75S241	75280000	I-4	I-4	Cantilever	8/1/2012	8/1/2014
75S245	75280000	I-4	I-4	Cantilever	3/27/2012	3/27/2014
75S255	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S265	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S282	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S287	75300000	SR-417	SR-417	Cantilever	6/20/2012	6/20/2014
75S293	75280000	Central Fla Pkwy	Central Fla Pkwy	Cantilever	12/14/2010	12/14/2012
75S301	75002000	SR-482	SR-482	Cantilever	1/19/2012	1/19/2014
75S317	75039000	SR-536	SR-536	Cantilever	3/27/2012	3/27/2014
75S364	75280000	I-4	I-4	Cantilever	6/28/2012	6/28/2014
75S369	75280000	I-4	I-4	Cantilever	6/30/2012	6/30/2014
75S399	75190001	SR-408	SR-423	Cantilever	10/5/2011	10/5/2013
75S400	75190001	SR-408	SR-423	Cantilever	10/5/2011	10/5/2013
75S404	75002000	SR-528	SR-528	Cantilever	11/4/2011	11/4/2013
75S407	75002000	SR-528	SR-528	Cantilever	11/1/2011	11/1/2013
75S412	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S422	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S423	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S427	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S428	75002000	SR-528	SR-528	Cantilever	11/3/2011	11/3/2013
75S429	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S430	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S431	75002000	SR-528	SR-528	Cantilever	11/2/2011	11/2/2013
75S442	75011000	SR-414	SR-414	Cantilever	9/26/2012	9/26/2014
75S451	75515000	CR-423	CR-423	Cantilever	12/14/2010	12/14/2012
75S452	75515000	CR-423	CR-423	Cantilever	12/14/2010	12/14/2012
75S454	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S456	75039000	SR-536	SR-536	Cantilever	8/19/2011	8/19/2013
75S457	75039000	SR-536	SR-536	Cantilever	8/19/2011	8/19/2013
75S461	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S462	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S463	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S465	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S466	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S467	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S468	75010000	US-17	US-17	Cantilever	9/21/2011	9/21/2013
75S471	75008170	SR-408	SR-408	Cantilever	2/15/2012	2/15/2014

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75S472	75008170	SR–408	SR–408	Cantilever	2/15/2012	2/15/2014
75S473	75008170	SR–408	SR–408	Cantilever	2/15/2012	2/15/2014
75S485	75270000	SR–435	SR–435	Cantilever	3/29/2012	3/29/2014
75S486	75050000	SR–50	SR–50	Cantilever	5/24/2012	5/24/2014
75S487	75050000	SR–50	SR–50	Cantilever	5/24/2012	5/24/2014
75S521	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S522	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S523	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S524	75020000	US–441	US–441	Cantilever	7/25/2012	7/25/2014
75S530	75280000	I–4	I–4	Cantilever	6/28/2012	6/28/2014
75S533	75280000	I–4	I–4	Cantilever	6/28/2012	6/28/2014
75S537	75008000	SR–408	SR–408	Cantilever	6/15/2011	6/15/2013
75S539	75008000	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S540	75008000	SR–408	SR–408	Cantilever	6/15/2011	6/15/2013
75S553	75008160	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S554	75008000	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S555	75008160	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S556	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S563	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S564	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S565	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S566	75008160	SR–434	SR–434	Cantilever	7/20/2011	7/20/2013
75S568	75008160	SR–408	SR–408	Cantilever	7/21/2011	7/21/2013
75S570	75008160	SR–408	SR–408	Cantilever	7/20/2011	7/20/2013
75S581	75002000	SR–528	SR–528	Cantilever	3/30/2012	3/30/2014
75S582	75002000	SR–528	SR–528	Cantilever	3/30/2012	3/30/2014
75S587	75280000	I–4	I–4	Cantilever	4/18/2012	4/18/2014
75S590	75020000	US–441	US–441	Cantilever	9/26/2012	9/26/2014
75S591	75020000	US–441	US–441	Cantilever	9/26/2012	9/26/2014
75S603	75002000	SR–528	SR–528	Cantilever	2/16/2011	2/16/2013
75S608	75002000	SR–528	SR–528	Cantilever	2/16/2011	2/16/2013
75S612	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S613	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S614	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S615	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S616	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S617	75200001	SR–551	SR–551	Cantilever	2/16/2011	2/16/2013
75S620	75300000	SR–417	SR–417	Cantilever	6/15/2011	6/15/2013
75S623	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S624	75300000	SR–417	SR–417	Cantilever	4/19/2011	4/19/2013

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75S625	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S626	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S629	75300000	SR–417	SR–417	Cantilever	3/16/2011	3/16/2013
75S630	75300000	SR–417	SR–417	Cantilever	3/16/2011	3/16/2013
75S631	75300000	SR–417	SR–417	Cantilever	4/19/2011	4/19/2013
75S633	75300000	SR–417	SR–417	Cantilever	6/15/2011	6/15/2013
75S634	75300000	SR–417	SR–417	Cantilever	3/15/2011	3/15/2013
75S635	75300000	SR–417	SR–417	Cantilever	6/15/2011	6/15/2013
75S638	75280000	I–4	I–4	Cantilever	6/13/2011	6/13/2013
75S639	75280000	I–4	I–4	Cantilever	6/13/2011	6/13/2013
75S640	75280000	I–4	I–4	Cantilever	6/14/2011	6/14/2013
75S641	75280000	I–4	I–4	Cantilever	6/13/2011	6/13/2013
75S642	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S648	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S649	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S650	75280000	I–4	I–4	Cantilever	2/15/2012	2/15/2014
75S651	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S652	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S653	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S654	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S655	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S656	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S657	75280000	I–4	I–4	Cantilever	3/30/2012	3/30/2014
75S662	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S663	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S664	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S665	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S666	75010000	US–17	US–17	Cantilever	12/14/2010	12/14/2012
75S668	75011000	SR–414	SR–414	Cantilever	3/8/2011	3/8/2013
75S669	75060000	US–17	US–17	Cantilever	3/8/2011	3/8/2013
75S670	75060000	US–17	US–17	Cantilever	3/8/2011	3/8/2013
75S671	75190000	SR–423	SR–423	Cantilever	3/8/2011	3/8/2013
75S672	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S673	75035000	SR–535	SR–535	Cantilever	4/20/2011	4/20/2013
75S674	75140000	SR–520	SR–520	Cantilever	4/26/2011	4/26/2013
75S675	75140000	SR–520	SR–520	Cantilever	4/26/2011	4/26/2013
75S679	75300000	SR–417	SR–417	Cantilever	9/15/2011	9/15/2013
75S687	75300000	SR–417	SR–417	Cantilever	9/15/2011	9/15/2013
75S688	75300000	SR–417	SR–417	Cantilever	9/15/2011	9/15/2013
75S691	75008160	SR–408	SR–408	Cantilever	9/14/2011	9/14/2013

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75S693	75008160	SR–408	SR–408	Cantilever	9/13/2011	9/13/2013
75S694	75008160	SR–408	SR–408	Cantilever	9/14/2011	9/14/2013
75S697	75008160	SR–408	SR–408	Cantilever	9/13/2011	9/13/2013
75S699	75008160	SR–408	SR–408	Cantilever	9/13/2011	9/13/2013
75S703	75008000	SR–408	SR–408	Cantilever	10/27/2011	10/27/2013
75S706	75008000	SR–408	SR–408	Cantilever	12/28/2011	12/28/2013
75S707	75008000	SR–408	SR–408	Cantilever	10/27/2011	10/27/2013
75S708	75008000	SR–408	SR–408	Cantilever	12/28/2011	12/28/2013
75S709	75008000	SR–408	SR–408	Cantilever	12/28/2011	12/28/2013
75S733	75008170	SR–408	SR–408	Cantilever	7/18/2012	7/17/2014
75S735	75008170	SR–408	SR–408	Cantilever	7/16/2012	7/16/2014
75S736	75008170	SR–408	SR–408	Cantilever	7/16/2012	7/16/2014
75S738	75008170	SR–408	SR–408	Cantilever	7/16/2012	7/16/2014
75S739	75008170	SR–408	SR–408	Cantilever	7/17/2012	7/17/2014
75S740	75008170	SR–408	SR–408	Cantilever	7/16/2012	7/16/2014
75S741	75008170	SR–408	SR–408	Cantilever	7/16/2012	7/16/2014
75S743	75008170	SR–408	SR–408	Cantilever	7/18/2012	7/18/2014
75S745	75008170	SR–408	SR–408	Cantilever	7/18/2012	7/18/2014
75S746	75008170	SR–408	SR–408	Cantilever	7/16/2012	7/16/2014
75S748	75008170	SR–408	SR–408	Cantilever	9/20/2012	9/20/2014
75S749	75010000	SR–500	SR–500	Cantilever	10/26/2010	10/26/2012
75S750	75010000	US–17	US–17	Cantilever	3/29/2011	3/29/2013
75S751	75008170	SR–408	SR–408	Cantilever	2/17/2011	2/17/2013
75S752	75008170	SR–408	SR–408	Cantilever	2/17/2011	2/17/2013
75S753	75008170	SR–408	SR–408	Cantilever	2/17/2011	2/17/2013
75S755	75008170	SR–408	SR–408	Cantilever	2/17/2011	2/17/2013
75S757	75008170	SR–408	SR–408	Cantilever	2/17/2011	2/17/2013
75S758	75008170	SR–408	SR–408	Cantilever	7/18/2012	7/18/2014
75S759	75010000	US–17	US–17	Cantilever	3/29/2011	3/29/2013
75S760	75280000	CR–423	CR–423	Cantilever	3/7/2011	3/7/2013
75S761	75280000	CR–423	CR–423	Cantilever	3/7/2011	3/7/2013
75S763	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S764	75280000	LB McLeod Road	LB McLeod Road	Cantilever	3/7/2011	3/7/2013
75S766	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S767	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S768	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S770	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S771	75280000	I–4	I–4	Cantilever	3/7/2011	3/7/2013
75S773	75008000	SR–408	SR–408	Cantilever	4/13/2011	4/13/2013
75S774	75008000	SR–408	SR–408	Cantilever	4/11/2011	4/11/2013

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75S777	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S778	75008000	SR-408	SR-408	Cantilever	4/19/2011	4/19/2013
75S779	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S780	75008000	SR-408	SR-408	Cantilever	4/19/2011	4/19/2013
75S781	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S782	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S783	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S784	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S785	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S786	75008000	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S787	75008000	SR-408	SR-408	Cantilever	4/14/2011	4/14/2013
75S788	75008170	SR-408	SR-408	Cantilever	4/11/2011	4/11/2013
75S789	75008170	SR-408	SR-408	Cantilever	4/18/2012	4/18/2013
75S795	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S796	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S797	75008000	SR-408	SR-408	Cantilever	3/9/2011	3/9/2013
75S802	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S803	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S804	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S805	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S806	75008000	SR-408	SR-408	Cantilever	6/15/2011	6/15/2013
75S807	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S809	75008000	SR-408	SR-408	Cantilever	5/27/2011	5/27/2013
75S810	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S811	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S812	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S813	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S815	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S816	75008000	SR-408	SR-408	Cantilever	5/26/2011	5/26/2013
75S838	75002000	SR-528	SR-528	Cantilever	9/14/2011	9/14/2013
75S839	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S840	75300000	Curry Ford Road	SR-417	Cantilever	9/14/2011	9/14/2013
75S841	75300000	Curry Ford Road	SR-417	Cantilever	9/14/2011	9/14/2013
75S842	75300000	SR-417	SR-417	Cantilever	9/15/2011	9/15/2013
75S843	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S844	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S845	75300000	SR-417	SR-417	Cantilever	9/14/2011	9/14/2013
75S847	75300000	SR-50	SR-417	Cantilever	10/27/2011	10/27/2013
75S848	75008000	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013
75S849	75008000	SR-408	SR-408	Cantilever	9/13/2011	9/13/2013

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75S850	75280000	I–4	I–4	Cantilever	7/14/2011	7/14/2013
75S853	75280000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
75S876	75002000	SR–528	SR–528	Cantilever	9/25/2012	9/25/2014
75S877	75280000	I–4	I–4	Cantilever	9/26/2012	9/26/2014
75S878	75280000	I–4	I–4	Cantilever	9/26/2012	9/26/2014
75S879	75280000	I–4	I–4	Cantilever	9/26/2012	9/26/2014
75S880	75280000	I–4	I–4	Cantilever	9/26/2012	9/26/2014
75S882	75280000	I–4	I–4	Cantilever	9/21/2012	9/21/2014
75S883	75280000	I–4	I–4	Cantilever	10/26/2010	10/26/2012
75S884	75280000	I–4	I–4	Cantilever	9/21/2012	9/21/2014
75S885	75280000	I–4	I–4	Cantilever	9/26/2012	9/26/2014
75S887	75280000	I–4	I–4	Cantilever	9/21/2012	9/21/2014
75S889	75280000	I–4	I–4	Cantilever	9/26/2012	9/26/2014
75S911	75002000	SR–528	SR–528	Cantilever	10/6/2011	10/6/2013
75S912	75002000	SR–528	SR–528	Cantilever	10/6/2011	10/6/2013
75S917	75002000	SR–528	SR–528	Cantilever	10/7/2011	10/7/2013
75S918	75002000	SR–528	SR–528	Cantilever	10/7/2011	10/7/2013
75S919	75002000	SR–528	SR–528	Cantilever	10/7/2011	10/7/2013
75S920	75002000	SR–528	SR–528	Cantilever	10/7/2011	10/7/2013
75S921	75002000	SR–528	SR–528	Cantilever	10/6/2011	10/6/2013
75S922	75002000	SR–528	SR–528	Cantilever	10/6/2011	10/6/2013
75S923	75002000	SR–528	SR–528	Cantilever	10/7/2011	10/7/2013
75S944	75008000	SR–408	SR–408	Cantilever	3/17/2011	3/17/2013
75S947	75008000	SR–408	SR–408	Cantilever	3/17/2011	3/17/2013
75S948	75008000	SR–408	SR–408	Cantilever	3/17/2011	3/17/2013
75S952	75008000	SR–408	SR–408	Cantilever	3/16/2011	3/16/2013
75S953	75008000	SR–408	SR–408	Cantilever	3/17/2011	3/17/2013
75S954	75008000	SR–408	SR–408	Cantilever	3/16/2011	3/16/2013
75S955	75008000	SR–408	SR–408	Cantilever	3/16/2011	3/16/2013
75S957	75008000	SR–408	SR–408 EB	Cantilever	3/29/2011	3/29/2013
75S958	75008000	SR–408	SR–408	Cantilever	3/16/2011	3/16/2013
75S963	75280000	I–4	I–4	Cantilever	4/20/2011	4/20/2013
75S964	75010000	US–441	US–441	Cantilever	4/20/2011	4/20/2013
75S965	75010000	US–441	US–441	Cantilever	4/20/2011	4/20/2013
75S970	75002043	SR–528	SR–528	Cantilever	5/5/2011	5/5/2013
75S971	75002000	SR–528	SR–528	Cantilever	5/5/2011	5/5/2013
75S972	75002043	SR–528	SR–528	Cantilever	5/5/2011	5/5/2013
75S973	75002000	SR–528	SR–528	Cantilever	5/5/2011	5/5/2013
75S976	75002035	SR–528	SR–436	Cantilever	5/6/2011	5/6/2013
75S977	75002036	SR–528	SR–436	Cantilever	5/6/2011	5/6/2013

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75S978	75002036	SR–528	SR–436	Cantilever	5/6/2011	5/6/2013
75S985	75020000	US–441	US–441	Cantilever	6/16/2011	6/16/2013
75S986	75020000	US–441	US–441	Cantilever	6/16/2011	6/16/2013
75S987	75020000	US–441	US–441	Cantilever	6/16/2011	6/16/2013
77S004	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S006	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S008	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S009	77160000	I–4	I–4	Cantilever	4/17/2012	4/17/2014
77S021	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S022	77080000	SR–436	SR–436	Cantilever	4/17/2012	4/17/2014
77S025	77160000	I–4	I–4	Cantilever	3/27/2012	3/27/2014
77S026	77160000	I–4	I–4	Cantilever	3/27/2012	3/27/2014
77S027	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S028	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S029	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S030	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S031	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S032	77160000	I–4	I–4	Cantilever	3/29/2012	3/29/2014
77S045	77160000	I–4	I–4	Cantilever	8/31/2012	8/31/2014
77S049	77160000	I–4	I–4	Cantilever	8/13/2012	8/13/2014
77S050	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S051	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S052	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S053	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S054	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S055	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S057	77160000	I–4	I–4	Cantilever	8/15/2012	8/15/2014
77S058	77160000	I–4	I–4	Cantilever	7/17/2012	7/17/2014
77S060	77160000	I–4	I–4	Cantilever	2/21/2011	2/21/2013
77S065	77160000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
77S066	77170000	SR–434	SR–434	Cantilever	4/19/2011	4/19/2013
79S066	79110000	I–4	I–4	Cantilever	7/25/2011	7/25/2013
79S068	79110000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
79S069	79060000	US–92	US–92	Cantilever	7/28/2011	7/28/2013
79S071	79060000	US–92	US–92	Cantilever	7/29/2011	7/29/2013
79S072	79060000	US–92	US–92	Cantilever	7/28/2011	7/28/2013
79S073	79060000	US–92	US–92	Cantilever	7/28/2011	7/28/2013
79S074	79230000	SR–421	SR–421	Cantilever	7/27/2011	7/27/2013
79S076	79230000	SR–421	SR–421	Cantilever	7/27/2011	7/27/2013
79S077	79230000	SR–421	SR–421	Cantilever	7/27/2011	7/27/2013

STATE & LPA SIGNS						
79S082	79180000	SR–A1A	SR–A1A	Cantilever	6/20/2011	6/20/2013
79S083	79180000	SR–A1A	SR–A1A	Cantilever	6/20/2011	6/20/2013
79S101	79060000	US–92	US–92	Cantilever	7/28/2011	7/28/2013
79S102	79060000	US–92	US–92	Cantilever	7/29/2011	7/29/2013
79S103	79060000	US–92	US–92	Cantilever	7/29/2011	7/29/2013
79S104	79060000	US–92	US–92	Cantilever	7/29/2011	7/29/2013
79S105	79080000	US–92	US–92	Cantilever	7/29/2011	7/29/2013
79S106	79080000	US–92	US–92	Cantilever	8/22/2012	8/22/2014
79S107	79010000	US–1	US–1	Cantilever	3/30/2011	3/30/2013
79S108	79010000	US–1	US–1	Cantilever	3/30/2011	3/30/2013
79S109	79010000	US–1	US–1	Cantilever	3/30/2011	3/30/2013
79S113	79080000	SR–A1A	SR–A1A	Cantilever	3/30/2011	3/30/2013
79S118	79110000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
79S119	79110000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
79S120	79110000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
79S122	79110000	I–4	I–4	Cantilever	4/22/2011	4/22/2013
79S123	79110000	I–4	I–4	Cantilever	4/25/2011	4/25/2013
79S125	79150000	SR–40	SR–40	Cantilever	4/22/2011	4/22/2013
79S132	79050000	US–17	US–17	Cantilever	10/26/2011	10/26/2013
79S133	79050000	US–17	US–17	Cantilever	10/26/2011	10/26/2013
79S139	79030000	US–1	US–1	Cantilever	4/22/2011	4/22/2013
79S140	79070000	SR–44	SR–44	Cantilever	4/22/2011	4/22/2013
79S141	79110000	I–4	I–4	Cantilever	4/22/2011	4/22/2013
79S142	79150000	SR–40	SR–40	Cantilever	4/22/2011	4/22/2013
79S143	79150000	SR–40	SR–40	Cantilever	4/22/2011	4/22/2013
79S144	79180000	SR–A1A	SR–A1A	Cantilever	4/22/2011	4/22/2013
79S145	79180000	SR–A1A	SR–A1A	Cantilever	4/22/2011	4/22/2013
79S146	79110000	I–4	I–4	Cantilever	7/25/2011	7/25/2013
79S147	79110000	I–4	I–4	Cantilever	7/25/2011	7/25/2013
79S150	79110000	I–4	I–4	Cantilever	7/26/2011	7/26/2013
79S151	79110000	I–4	I–4	Cantilever	7/26/2011	7/26/2013
79S152	79110000	I–4	I–4	Cantilever	7/26/2011	7/26/2013
79S153	79110000	I–4	I–4	Cantilever	7/25/2011	7/25/2013
79S154	79110000	I–4	I–4	Cantilever	7/25/2011	7/25/2013
79S155	79110000	I–4	I–4	Cantilever	7/26/2011	7/26/2013
79S187	79110000	I–4	I–4	Cantilever	8/22/2012	8/21/2014
79S188	79110000	I–4	I–4	Cantilever	8/22/2012	8/22/2014
79S189	79110000	I–4	I–4	Cantilever	8/22/2012	8/22/2014
79S190	79110000	I–4	I–4	Cantilever	8/22/2012	8/22/2014
79S191	79110000	I–4	I–4	Cantilever	8/22/2012	8/22/2014

STATE & LPA SIGNS						
79S205	79110000	I–4	I–4	Cantilever	8/22/2012	8/22/2014
79S217	79040000	US–17	US–17	Cantilever	7/22/2011	7/22/2013
79S218	79050000	US–17	US–17	Cantilever	7/22/2011	7/22/2013
79S220	79010000	US–1	US–1	Cantilever	5/16/2012	5/16/2014
79S221	79080000	SR–A1A	SR–A1A	Cantilever	5/16/2012	5/16/2014
79S222	79060000	US–92	US–92	Cantilever	5/16/2012	5/16/2014
79S223	79040000	US–17	US–17	Cantilever	5/17/2012	5/17/2014
79S224	79040000	US–17	US–17	Cantilever	5/17/2012	5/17/2014
79S225	79010000	US–1	US–1	Cantilever	5/16/2012	5/16/2014
92S018	92030000	US–192	US–192	Cantilever	8/24/2012	8/24/2014
92S039	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S040	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S046	92090000	US–192	US–192	Cantilever	12/23/2010	12/23/2012
92S055	92040000	SR–535	SR–535	Cantilever	8/19/2011	8/19/2013
92S056	92040000	SR–535	SR–535	Cantilever	8/19/2011	8/19/2013
92S059	92090000	US–192	US–192	Cantilever	8/24/2012	8/24/2014
92S060	92515001	World Drive	World Drive	Cantilever	11/10/2010	11/10/2012
92S070	92090000	US–192	US–192	Cantilever	8/24/2011	8/24/2013
92S071	92090000	US–192	US–192	Cantilever	8/24/2011	8/24/2013
92S072	92090000	US–192	US–192	Cantilever	8/24/2011	8/24/2013
92S073	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S074	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S075	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S076	92030000	US–192	US–192	Cantilever	4/18/2012	4/18/2014
92S079	92130000	I–4	I–4	Cantilever	6/22/2012	6/22/2014
92S082	92130000	I–4	I–4	Cantilever	6/22/2012	6/22/2014
92S084	92130000	I–4	I–4	Cantilever	6/22/2012	6/22/2014
92S088	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S089	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S090	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S091	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S092	92130000	I–4	I–4	Cantilever	1/25/2011	1/25/2013
92S093	92130000	I–4	I–4	Cantilever	7/12/2011	7/12/2013
92S094	92130000	I–4	I–4	Cantilever	7/12/2011	7/12/2013
92S102	92130020	I–4	I–4	Cantilever	7/13/2011	7/13/2013
92S111	92090000	US–192	US–192	Cantilever	7/13/2011	7/13/2013
92S112	92090000	US–192	US–192	Cantilever	7/12/2011	7/12/2013
92S117	92130000	I–4	I–4	Cantilever	7/26/2012	7/26/2014
75A096	75008000	SR–408	SR–408	Cantilever – Sign	2/23/2012	2/23/2014
75A036	75000000	Hughey Avenue	Hughey Avenue	Cantilever (DMS)	10/26/2010	10/26/2012

STATE & LPA SIGNS						
75A061	75280000	I–4	I–4	Cantilever (DMS)	1/31/2012	1/31/2014
75A062	75280000	I–4	I–4	Cantilever (DMS)	1/31/2012	1/31/2014
75A063	75280000	I–4	I–4	Cantilever (DMS)	1/31/2012	1/31/2014
75A090	75280000	I–4	I–4	Cantilever (DMS)	1/31/2012	1/31/2014
75A093	75280000	I–4	I–4	Cantilever (DMS)	2/2/2012	2/2/2014
75S644	75280000	I–4	I–4	Cantilever (DMS)	2/15/2012	2/15/2014
79S200	79110000	I–4	I–4	Cantilever (DMS)	6/23/2011	6/23/2013
79S201	79110000	I–4	I–4	Cantilever (DMS)	7/22/2011	7/22/2013
79S219	79110000	I–4	I–4	Cantilever (DMS)	8/16/2011	8/16/2013
92S115	92090000	US–192	US–192	Cantilever (DMS)	7/2/2012	7/2/2014
92S116	92090000	US–192	US–192	Cantilever (DMS)	7/2/2012	7/2/2014
70S151	70020000	US1	CR502	Cantilever DMS	3/30/2011	3/30/2013
75A092	75280000	I–4	I–4	Cantilever DMS	2/1/2012	2/1/2014
75A094	75280000	I–4	I–4	Cantilever DMS	2/1/2012	2/1/2014
75A095	75280000	I–4	I–4	Cantilever DMS	2/1/2012	2/1/2014
75S353	75280000	I–4	I–4	Cantilever DMS	6/30/2012	6/30/2014
75S362	75280000	I–4	I–4	Cantilever DMS	6/28/2012	6/28/2014
75S769	75280000	I–4	I–4	Cantilever DMS	3/7/2011	3/7/2013
75S867	75140000	SR–520	SR–520	Cantilever DMS	8/2/2012	8/2/2014
77S061	77160000	I–4	I–4	Cantilever DMS	3/8/2011	3/8/2013
77S062	77160000	I–4	I–4	Cantilever DMS	4/25/2011	4/25/2013
77S063	77160000	I–4	I–4	Cantilever DMS	3/8/2011	3/8/2013
77S064	77160000	I–4	I–4	Cantilever DMS	3/8/2011	3/8/2013
79S115	79110000	I–4	I–4	Cantilever DMS	3/8/2011	3/8/2013
79S236	79110000	I–4	I–4	Cantilever DMS	3/27/2012	3/27/2014
79S238	79110000	I–4	I–4	Cantilever DMS	2/14/2012	2/14/2014
79S239	79110000	I–4	I–4	Cantilever DMS	3/27/2012	3/27/2014
92S086	92130000	I–4	I–4	Cantilever DMS	6/22/2012	6/22/2014
75A065	75000408	Garland Ave.	Garland Ave.	Cantilever Sign	12/12/2011	12/12/2013
75A066	75060000	SR–50	SR–50	Cantilever Sign	12/12/2011	12/12/2013
75A068	75090000	SR–426	SR–426	Cantilever Sign	12/12/2011	12/12/2013
75A069	75090000	SR–426	SR–426	Cantilever Sign	12/12/2011	12/12/2013
75A070	75011000	SR–414	SR–414	Cantilever Sign	12/13/2011	12/13/2013
75A071	75280000	I–4	I–4	Cantilever Sign	12/13/2011	12/13/2013
75A072	75280000	I–4	I–4	Cantilever Sign	12/13/2011	12/13/2013
75A079	75002000	SR–528	SR–528	Cantilever Sign	1/26/2012	1/30/2014
75A080	75002000	SR–528	SR–528	Cantilever Sign	1/26/2012	1/26/2014
75A081	75002000	SR–528	SR–528	Cantilever Sign	1/26/2012	1/30/2014
75A085	75002000	SR–528	SR–528	Cantilever Sign	2/1/2012	2/1/2014
75A086	75002000	SR–528	SR–528	Cantilever Sign	2/1/2012	2/1/2014

STATE & LPA SIGNS						
75A091	75280000	I–4	I–4	Cantilever Sign	1/31/2012	1/31/2014
75A098	75008000	SR–408	SR–408 Goldenrod	Cantilever Sign	2/22/2012	2/27/2014
75A099	75008000	SR–408	SR–408	Cantilever Sign	2/22/2012	2/27/2014
77S095	77470000	SR–417	SR–417	Cantilever Sign	11/28/2011	11/28/2013
77S096	77470000	SR–417	SR–417	Cantilever Sign	11/28/2011	11/28/2013
79S078	79110000	I–4	I–4	Cantilever VMS	7/27/2011	7/27/2013
79S079	79110000	I–4	I–4	Cantilever VMS	7/27/2011	7/27/2013
77S097	77160000	I–4	I–4	Cantilever–DMS	2/14/2012	2/14/2014
77S099	77160000	I–4	I–4	Cantilever–DMS	2/14/2012	2/14/2014
77S098	77160000	I–4	I–4	Cantilver DMS	2/14/2012	2/16/2014
70P219	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P220	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P221	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P222	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P223	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P224	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P225	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P226	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P227	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P228	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P229	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P230	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P231	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P232	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P233	70080000	George King Blvd.	A1A	HMLP	1/23/2008	1/23/2013
70P217	70100001	SR 520 WB	SR 520	HMLP	10/5/2009	10/5/2014
70P218	70100001	SR 520 WB	SR 520	HMLP	10/5/2009	10/5/2014
75P043	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P044	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P045	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P046	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P047	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P048	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P049	75280000	SR–435	I–4	HMLP	1/19/2012	1/19/2014
75P050	75270000	I–4	SR–435	HMLP	1/19/2012	1/19/2014
75P051	75270000	I–4	SR–435	HMLP	1/19/2012	1/19/2014
75P052	75270000	I–4	SR–435	HMLP	1/19/2012	1/19/2014
75P531	75002000	Daetwyler Dr.	SR–528	HMLP	10/7/2009	10/7/2014
75P532	75002000	Daetwyler Drive	SR–528 EB	HMLP	1/25/2011	1/25/2016

STATE & LPA SIGNS						
75P533	75002000	Daetwyler Drive	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P534	75002000	Tradeport Dr.	SR–528 WB	HMLP	1/25/2011	1/25/2016
75P535	75002000	Tradeport Drive	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P536	75002000	Tradeport Drive	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P537	75002000	McCoy RD	Conway RD	HMLP	1/28/2011	1/28/2016
75P538	75002000	Conway Rd	SR–528	HMLP	1/28/2011	1/28/2016
75P539	75002000	Conway Rd	SR–528	HMLP	1/28/2011	1/28/2016
75P540	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P541	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P542	75002000	SR–436	SR 528 EB	HMLP	1/27/2011	1/27/2016
75P543	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P544	75002000	SR–436	SR–528 EB	HMLP	1/27/2011	1/27/2016
75P546	75002000	SR–436	SR–528 WB	HMLP	1/27/2011	1/27/2016
75P548	75003000	SR–528	SR–436 NB	HMLP	1/27/2011	1/27/2016
75P549	75003000	SR–528	SR–436 SB	HMLP	1/27/2011	1/27/2016
75P550	75003000	SR–528	SR–436 SB	HMLP	1/27/2011	1/27/2016
75P551	75003000	SR–528	SR–436 SB	HMLP	1/27/2011	1/27/2016
75P552	75002000	SR–436	SR–528 EB on Ramp	HMLP	1/27/2011	1/27/2016
75P553	75002000	SR–436	SR–528 EB	HMLP	1/28/2011	1/28/2016
75P554	75002000	SR–528	SR–436 SB	HMLP	1/28/2011	1/28/2016
75P555	75002000	SR–436 NB	SR–528 EB	HMLP	5/3/2011	5/3/2016
75P556	75003001	SR–436 NB	SR–436 NB	HMLP	5/3/2011	5/3/2016
75P557	75003001	SR–436 NB	SR–436 NB	HMLP	5/3/2011	5/3/2016
75P558	75002000	SR–528 WB	SR–528 WB	HMLP	5/3/2011	5/3/2016
75P559	75002000	SR–528 EB	SR–528 EB	HMLP	5/3/2011	5/3/2016
75P560	75002000	SR–528 EB	SR–528 EB	HMLP	5/4/2011	5/4/2016
75P561	75140000	SR–520 EB	SR–520 EB	HMLP	5/4/2011	5/4/2016
75P567	75140000	SR–520 EB	SR–520 EB	HMLP	5/4/2011	5/4/2016
75P568	75002000	SR–528 WB	SR–528 WB	HMLP	5/4/2011	5/4/2016
75P569	75002000	SR–528 WB	SR–528 WB	HMLP	5/4/2011	5/4/2016
75P570	75002000	SR–528 WB	SR–528 WB	HMLP	5/4/2011	5/4/2016
75P571	75280000	SR–536	I–4	HMLP	10/4/2011	10/4/2016
75P572	75280000	I–4	I–4	HMLP	10/4/2011	10/4/2016
75P573	75280000	SR–536	I–4	HMLP	10/4/2011	10/4/2016
75P574	75280000	SR–536	I–4	HMLP	10/4/2011	10/4/2016
75P575	75280000	I–4	I–4	HMLP	10/4/2011	10/4/2016
75P576	75039000	I–4 WB to SR–536 WB	I–4 WB to SR536	HMLP	5/4/2011	5/4/2016
75P577	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P578	75039000	SR–536 EB	SR–536 EB	HMLP	5/4/2011	5/4/2016

STATE & LPA SIGNS						
75P579	75039000	SR–536 EB to I–4 WB	SR–536 EB I–4 WB	HMLP	5/4/2011	5/4/2016
75P580	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P581	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P582	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P583	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P584	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P585	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P586	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P587	75039000	SR–536 WB	SR–536 WB	HMLP	5/4/2011	5/4/2016
75P588	75039000	SR–536 WB	SR–536 WB	HMLP	5/4/2011	5/4/2016
75P589	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P590	75280000	SR–536	I–4	HMLP	10/3/2011	10/3/2016
75P591	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P592	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P593	75039000	SR–536 EB	SR–536 EB	HMLP	5/5/2011	5/5/2016
75P594	75039000	SR–536 EB	SR–536 EB	HMLP	5/5/2011	5/5/2016
75P595	75039000	SR–536 WB	SR–536 WB	HMLP	5/5/2011	5/5/2016
75P596	75039000	SR–536 WB to I–4 EB	SR–536 WB to I–4	HMLP	5/5/2011	5/5/2016
75P597	75039000	SR–536 WB to I–4 EB	SR–536 WB – I–4	HMLP	5/5/2011	5/5/2016
75P598	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P599	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P651	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P652	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P653	75280000	Exit 26 B	I–4	HMLP	10/13/2009	10/13/2014
75P654	75280000	I–4	Exit 26AB	HMLP	10/13/2009	10/13/2014
75P656	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P657	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P658	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P659	75280000	SR–536	I–4	HMLP	10/13/2009	10/13/2014
75P663	75280000	SR–528	I–4	HMLP	10/13/2009	10/13/2014
75P664	75280000	SR–528	I–4	HMLP	10/13/2009	10/13/2014
75P710	75280000	W Michigan St.	I–4	HMLP	10/7/2009	10/7/2014
75P711	75280000	West Moreland Ave	I–4	HMLP	10/7/2009	10/7/2014
75P712	75280000	I–4	I–4	HMLP	7/26/2010	10/7/2014
75P713	75280000	SR–500	I–4	HMLP	10/28/2009	10/28/2014
75P714	75280000	SR–500	I–4	HMLP	10/7/2009	10/7/2014
75P715	75280000	Rio Grande ave	I–4	HMLP	10/7/2009	10/7/2014
75P716	75280000	SR–500	I–4	HMLP	10/7/2009	10/7/2014
75P717	75280000	Osceola Parkway	I–4 Ramp	HMLP	9/22/2011	9/22/2016

STATE & LPA SIGNS						
75P718	75280000	Osceola Parkway	I–4	HMLP	9/22/2011	9/22/2016
75P719	75280000	Osceola Parkway	I–4 EB Ramp	HMLP	9/22/2011	9/22/2016
75P720	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P721	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P722	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P723	75280000	SR–536	I–4	HMLP	9/22/2011	9/22/2016
75P724	75280000	Osceola Parkway	I–4	HMLP	9/22/2011	9/22/2016
75P725	75280000	Osceola Parkway	I–4	HMLP	9/22/2011	9/22/2016
75P726	75002000	SR–528	SR436	HMLP	3/2/2011	3/2/2016
77P086	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P087	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P088	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P089	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P090	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P091	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P092	77160000	Lake Mary Blvd.	I–4	HMLP	10/26/2009	10/26/2014
77P093	77160000	Lake Mary Blvd.	I–4	HMLP	10/27/2009	10/27/2014
77P094	77160000	I–4	Lake Mary Blvd.	HMLP	10/27/2009	10/27/2014
77P095	77160000	Lake Mary Blvd.	I–4	HMLP	10/27/2009	10/27/2014
77P096	77160000	Lake Mary Blvd.	I–4	HMLP	10/27/2009	10/27/2014
77P097	77160000	I–4	Lake Mary Blvd.	HMLP	10/26/2009	10/26/2014
77P098	77160000	I–4	Lake Mary Blvd.	HMLP	10/26/2009	10/26/2014
77P099	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P100	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P101	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P102	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P103	77160000	I–4	Paola Rd	HMLP	10/28/2009	10/28/2014
77P104	77160000	I–4	Paola Rd	HMLP	10/28/2009	10/28/2014
77P105	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P106	77160000	Paola Rd.	I–4	HMLP	10/27/2009	10/27/2014
77P107	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P108	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P109	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P110	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P111	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P112	77160000	Paola Rd	I–4	HMLP	10/27/2009	10/27/2014
77P113	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P114	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P115	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014
77P116	77160000	Paola Rd	I–4	HMLP	10/28/2009	10/28/2014

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77P117	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P118	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P119	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P120	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P121	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P122	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P123	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P124	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P125	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P126	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P127	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P128	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P129	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P130	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P131	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P132	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P133	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P134	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P135	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P136	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P137	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P138	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P139	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P140	77160000	SR–417	I–4	HMLP	11/29/2011	11/29/2016
77P141	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P142	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P143	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
77P144	77160000	SR–417	I–4	HMLP	11/28/2011	11/28/2016
92P020	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P021	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P022	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P023	92130000	I–4	Osceola Parkway	HMLP	9/22/2011	9/22/2016
92P024	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P025	92130000	Osceola Pkwy	I–4	HMLP	9/22/2011	9/22/2016
92P026	92130000	Osceola Pkwy	I–4 WB Off Ramp	HMLP	9/22/2011	9/22/2016
92P027	92130000	I–4	Osceola Parkway	HMLP	9/22/2011	9/22/2016
92P029	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P030	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P031	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P032	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017

STATE & LPA SIGNS						
92P033	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P034	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P035	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P036	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P037	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P038	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P039	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P040	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P041	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P042	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P043	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P044	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P045	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P046	92090000	US–192	US–192	HMLP	4/30/2012	4/30/2017
92P047	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P048	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P049	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P050	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P051	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P052	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P053	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P054	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P055	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P056	92130000	I–4	I–4	HMLP	4/30/2012	4/30/2017
92P057	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P058	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P059	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P060	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P061	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P062	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P063	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P064	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P065	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P066	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P067	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P068	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P069	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P070	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P071	92130000	I–4	I–4	HMLP	4/16/2012	4/16/2017
92P072	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017

STATE & LPA SIGNS						
92P073	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P074	92130000	I–4	I–4	HMLP	4/19/2012	4/19/2017
92P075	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
92P076	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P077	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P078	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P079	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P080	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P081	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P082	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P083	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P084	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P085	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P086	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P087	92090000	US–192	US–192	HMLP	4/25/2012	4/25/2017
92P088	92090000	US–192	US–192	HMLP	4/19/2012	4/19/2017
92P089	92130000	I–4	I–4	HMLP	4/25/2012	4/25/2017
70S090	70110000	SR–50	SR–50	Mast Arm (DMS)	5/22/2012	5/22/2014
70S092	70002000	SR–406	SR–406	Mast Arm (DMS)	8/15/2011	8/15/2013
70S093	70002000	Singleton Ave.	Singleton Ave.	Mast Arm (DMS)	8/15/2011	8/15/2013
70S094	70020000	SR–406	SR–406	Mast Arm (DMS)	8/15/2011	8/15/2013
70S095	70030000	US–1	US–1	Mast Arm (DMS)	8/15/2011	8/15/2013
70S096	70030000	US–1	US–1	Mast Arm (DMS)	8/15/2011	8/15/2013
70S097	70030000	US–1	US–1	Mast Arm (DMS)	5/22/2012	5/22/2014
70S098	70100000	SR–520	SR–520	Mast Arm (DMS)	5/22/2012	5/22/2014
70S099	70014000	SR–519	SR–519	Mast Arm (DMS)	5/22/2012	5/22/2014
70S100	70180000	SR–514	SR–514	Mast Arm (DMS)	8/15/2011	8/15/2013
70S101	70050000	US–192	US–192	Mast Arm (DMS)	8/15/2011	8/15/2013
70S102	70050000	US–192	US–192	Mast Arm (DMS)	8/15/2011	8/15/2013
70S103	70120000	SR–518	SR–518	Mast Arm (DMS)	8/15/2011	8/15/2013
70S104	70120004	SR–518	SR–518	Mast Arm (DMS)	8/15/2011	8/15/2013
70S105	70130000	CR–509	CR–509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S106	70013000	CR–509	CR–509	Mast Arm (DMS)	8/15/2011	8/15/2013
70S110	70030000	CR–5A	CR–5A	Mast Arm (DMS)	5/17/2012	5/17/2014
70S111	70030000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S112	70030000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S113	70150000	SR–46	SR–46	Mast Arm (DMS)	5/22/2012	5/22/2014
70S114	70160000	Singleton Ave.	Singleton Ave.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S115	70160000	SR–405	SR–405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S116	70110000	SR–50	SR–50	Mast Arm (DMS)	5/22/2012	5/22/2014

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70S117	70160000	SR–405	SR–405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S118	70001000	SR–405	SR–405	Mast Arm (DMS)	5/22/2012	5/22/2014
70S119	70006000	SR–407	SR–407	Mast Arm (DMS)	5/22/2012	5/22/2014
70S120	70001000	SR–405	SR–405	Mast Arm (DMS)	5/17/2012	5/17/2014
70S121	70020000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S122	70020000	US–1	US–1	Mast Arm (DMS)	5/22/2012	5/22/2014
70S123	70070000	E. Industry Rd.	E. Industry Rd.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S124	70070000	SR–524	SR–524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S125	70070000	SR–524	SR–524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S126	70070000	SR–524	SR–524	Mast Arm (DMS)	5/22/2012	5/22/2014
70S127	70070000	Cox Rd.	Cox Rd.	Mast Arm (DMS)	5/22/2012	5/22/2014
70S128	70100000	Cox Rd.	Cox Rd.	Mast Arm (DMS)	5/21/2012	5/21/2014
70S129	70100000	SR–520	SR–520	Mast Arm (DMS)	5/21/2012	5/21/2014
70S130	70220067	I–95	I–95	Mast Arm (DMS)	5/21/2012	5/21/2014
70S132	70020000	US–1	US–1	Mast Arm (DMS)	5/21/2012	5/21/2014
70S133	70020000	US–1	US–1	Mast Arm (DMS)	5/17/2012	5/17/2014
70S134	70020000	Suntree Blvd.	Suntree Blvd.	Mast Arm (DMS)	5/17/2012	5/17/2014
70S135	70740000	Suntree Blvd.	Suntree Blvd.	Mast Arm (DMS)	5/21/2012	5/21/2014
70S136	70120004	CR–509	CR–509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S137	70050000	CR–511	CR–511	Mast Arm (DMS)	5/21/2012	5/21/2014
70S138	70050000	US–192	US–192	Mast Arm (DMS)	5/21/2012	5/21/2014
70S139	70520000	CR–509	CR–509	Mast Arm (DMS)	5/21/2012	5/21/2014
70S140	70012000	SR–507	SR–507	Mast Arm (DMS)	5/21/2012	5/21/2014
70S141	70012000	SR–507	SR–507	Mast Arm (DMS)	5/21/2012	5/21/2014
70S142	70520000	SR–518	CR–511	Mast Arm (DMS)	8/24/2012	8/24/2014
70S143	70000215	CR–516	CR–516	Mast Arm (DMS)	8/24/2012	8/24/2014
70S144	70503000	CR–516	CR–516	Mast Arm (DMS)	8/24/2012	8/24/2014
79S162	79070000	SR–44	SR–44	Mast Arm (DMS)	6/23/2011	6/23/2013
79S163	79070000	Kepler Rd.	Kepler Rd.	Mast Arm (DMS)	6/23/2011	6/23/2013
79S164	79070000	SR–44	SR–44	Mast Arm (DMS)	6/23/2011	6/23/2013
79S165	79070000	Kepler Rd.	Kepler Rd.	Mast Arm (DMS)	6/23/2011	6/23/2013
79S166	79060000	SR–600	SR–600	Mast Arm (DMS)	6/23/2011	6/22/2013
79S167	79001000	SR–400	SR–400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S168	79001000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S169	79001000	SR–400	SR–400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S170	79001000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S171	79001000	SR–400	SR–400	Mast Arm (DMS)	6/20/2011	6/20/2013
79S172	79001000	Clyde Morris Blvd.	Clyde Morris Blvd.	Mast Arm (DMS)	6/20/2011	6/20/2013
79S173	79000285	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S174	79000285	Bellevue Ave.	Bellevue Ave.	Mast Arm (DMS)	6/22/2011	6/22/2013

STATE & LPA SIGNS						
79S175	79000285	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S176	79000096	Bellevue Ave.	Bellevue Ave.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S177	79060000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S178	79060000	US-92	US-92	Mast Arm (DMS)	6/22/2011	6/22/2013
79S179	79060000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/22/2011	6/22/2013
79S180	79060000	US-92	US-92	Mast Arm (DMS)	6/22/2011	6/22/2013
79S181	79060000	US-92	US-92	Mast Arm (DMS)	6/21/2011	6/21/2013
79S182	79060000	Clyde Morris Blvd.	Clyde Morris Blvd.	Mast Arm (DMS)	6/21/2011	6/21/2013
79S183	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S184	79100000	Williamson Blvd.	Williamson Blvd.	Mast Arm (DMS)	6/21/2011	6/21/2013
79S185	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S202	79210000	SR-442	SR-442	Mast Arm (DMS)	5/17/2012	5/17/2014
79S203	79070000	SR-44	SR-44	Mast Arm (DMS)	5/16/2012	5/16/2014
79S204	79070001	US-1 Business	US-1 Business	Mast Arm (DMS)	8/26/2011	8/26/2013
79S206	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S207	79100000	SR-5A	SR-5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S208	79100000	SR-40	SR-40	Mast Arm (DMS)	6/21/2011	6/21/2013
79S209	79100000	SR-5A	SR-5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S210	79030000	SR-5A	SR-5A	Mast Arm (DMS)	6/21/2011	6/21/2013
79S211	79030000	US-1	US-1	Mast Arm (DMS)	6/21/2011	6/21/2013
79S212	79030000	US-1	US-1	Mast Arm (DMS)	6/21/2011	6/21/2013
79S226	79503000	CR-415	CR-415	Mast Arm (DMS)	5/16/2012	5/16/2014
79S227	79000154	CR-421	CR-421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S228	79230000	SR-421	SR-421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S229	79230000	SR-421	SR-421	Mast Arm (DMS)	5/16/2012	5/16/2014
79S230	79120000	CR-415	CR-415	Mast Arm (DMS)	5/17/2012	5/17/2014
79S231	79070000	SR-44	SR-44	Mast Arm (DMS)	5/17/2012	5/17/2014
79S232	79010000	US-1	US-1	Mast Arm (DMS)	5/16/2012	5/16/2014
79S233	79010000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
79S234	79010000	US-1	US-1	Mast Arm (DMS)	5/17/2012	5/17/2014
75A022	75003000	SR-436	SR-436	Mast Arm Sign	12/27/2011	12/27/2013
75A023	75003000	SR-436	SR-436	Mast Arm Sign	12/27/2011	12/27/2013
75S133	75010000	US-17	US-17	Mast Arm Sign	5/31/2012	5/31/2014
75S134	75010000	US-17	US-17	Mast Arm Sign	5/31/2012	5/31/2014
75S139	75020000	US-441	US-441	Mast Arm Sign	5/31/2012	5/31/2014
75S140	75020000	US-441	US-441	Mast Arm Sign	5/31/2012	5/31/2014
75P001	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P002	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P003	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P004	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014
75P005	75002000	International Corp Park	SR-528	WSHMLP	2/17/2012	2/17/2014

State & LPA Signs						
75P006	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014
75P007	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014
75P008	75002000	International Corp Park	SR–528	WSHMLP	2/17/2012	2/17/2014
75P009	75002000	SR–417	SR–528	WSHMLP	2/28/2012	2/28/2014
75P010	75002000	SR–417	SR–528	WSHMLP	2/28/2012	2/28/2014
75P011	75002000	SR–417	SR–528	WSHMLP	2/28/2012	2/28/2014
75P012	75002000	SR–417	SR–528	WSHMLP	2/17/2012	2/17/2014
75P013	75002000	SR–417	SR–528	WSHMLP	2/17/2012	2/17/2014
75P014	75002000	SR–417	SR–528	WSHMLP	2/17/2012	2/17/2014
75P015	75002000	SR–417	SR–528	WSHMLP	2/17/2012	2/17/2014
75P016	75002000	SR–417	SR–528	WSHMLP	2/17/2012	2/17/2014
75P017	75002000	SR–417	SR–528	WSHMLP	2/17/2012	2/17/2014

NON-LPA SIGNS						
Brkey	Lrsinvrt	Featint	Facility	Strucname	Lastinsp	Nextinsp
75A001	75301000	SR–417	SR–417	Bridge Sign	11/30/2011	11/30/2013
75A002	75301000	SR–417	SR–417	Bridge Sign	11/30/2011	11/30/2013
75A003	75301000	SR–417	SR–417	Cantilever	11/30/2011	11/30/2013
75A004	75301000	SR–417	SR–417	Cantilever	11/30/2011	11/30/2013
75A005	75301000	SR–417	SR–417	Cantilever	11/30/2011	11/30/2013
75A006	75301000	SR–417	SR–417	Cantilever	11/29/2011	11/29/2013
75A007	75301000	SR–417	SR–417	Cantilever	11/29/2011	11/29/2013
75A008	75301000	SR–417	SR–417	Cantilever	11/29/2011	11/29/2013
75A009	75301000	SR–417	Dowden Rd.	Cantilever	11/30/2011	11/30/2013
75A010	75301000	SR–417	SR–417	Bridge Sign	12/27/2011	12/27/2013
75A011	75301000	SR–417	SR–417	Bridge Sign	12/27/2011	12/27/2013
75A034	75320000	SR–429	SR–429	Cantilever	7/25/2012	7/25/2014
75A035	75320000	SR–429	SR–429	Bridge Sign	7/25/2012	7/25/2014
75A053	75301000	SR 417	SR 417	Cantilever	10/11/2011	10/11/2013
75A054	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A055	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A056	75301000	SR 417	SR 417	Cantilever Sign	10/11/2011	10/11/2013
75A057	75301000	SR 417	SR 417	Butterfly Sign	10/11/2011	10/11/2013
75A058	75301000	SR 417	SR 417	Butterfly	10/12/2011	10/12/2013
75A100	75320000	SR–429	SR–429	Bridge Sign	5/15/2012	5/15/2014
75A101	75320000	SR–429	SR–429	Bridge Sign	5/15/2012	5/15/2014
75A102	75320000	SR–429	SR–429	Cantilever Sign	5/14/2012	5/14/2014
75A103	75032000	SR–429	SR–429	Bridge Sign	5/15/2012	5/15/2014
75A104	75320000	CR–437A	CR–437A	Cantilever Sign	5/14/2012	5/14/2014
75A105	75320000	CR–437A	CR–437A	Cantilever Sign	5/14/2012	5/14/2014
75A106	75320000	SR–429	SR–429	Bridge Sign	5/14/2012	5/14/2014
75A107	75320000	SR–429	SR–429	Cantilever Sign	5/14/2012	5/14/2014
75P018	75301000	SR–528	SR–417	WSHMLP	2/29/2012	2/28/2014
75P019	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P020	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P021	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P022	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P023	75301000	SR–528	SR–417	WSHMLP	2/29/2012	2/28/2014
75P024	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P025	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P026	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P027	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P031	75301000	SR–528	SR–417	WSHMLP	2/28/2012	2/28/2014
75P032	75301000	SR–528	SR–417	WSHMLP	2/29/2012	2/28/2014

NON-LPA SIGNS						
75P033	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P034	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P035	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P036	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P037	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P038	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P039	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P040	75301000	SR-528	SR-417	WSHMLP	2/29/2012	2/28/2014
75P041	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75P042	75301000	SR-528	SR-417	WSHMLP	2/28/2012	2/28/2014
75S323	75301000	SR-417	SR-417	Bridge	7/17/2012	7/17/2014
75S324	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S325	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S326	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S327	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S333	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S334	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S335	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S336	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S343	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S344	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S345	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S346	75301000	SR-417	SR-417	Bridge	8/31/2012	8/31/2014
75S349	75301000	SR-417	SR-417	Cantilever	8/20/2012	8/20/2014
75S488	75320000	SR-429	SR-429	Bridge Sign	7/26/2012	7/26/2014
75S489	75320000	SR-429	SR-429	Cantilever	7/26/2012	7/26/2014
75S490	75320000	SR-429	SR-429	Cantilever	7/26/2012	7/26/2014
75S491	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S492	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S493	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S494	75320000	SR-429	SR-429	Cantilever	7/18/2012	7/18/2014
75S495	75320000	SR-429	SR-429	Bridge	10/27/2011	10/27/2013
75S496	75230000	SR-438	SR-438	Cantilever	6/13/2012	6/13/2014
75S497	75320000	SR-429	SR-429	Bridge	7/18/2012	7/18/2014
75S498	75320000	SR-429	SR-429	Cantilever	7/25/2012	7/25/2014
75S499	75320000	SR-429	SR-429	Bridge Sign	7/25/2012	7/25/2014
75S500	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S501	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S502	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014
75S504	75320000	SR-429	SR-429	Cantilever	7/19/2012	7/19/2014

NON-LPA SIGNS						
75S506	75320000	SR-429	SR-429	Bridge – DMS	7/19/2012	7/19/2014
75S507	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S508	75320000	SR-429	SR-429	Bridge DMS	7/24/2012	7/24/2014
75S509	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S510	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S517	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S518	75320000	SR-429	SR-429	Cantilever	7/24/2012	7/24/2014
75S576	75301000	SR-417	SR-417	Bridge–Sign	3/28/2012	3/28/2014
75S577	75301000	SR-417	SR-417	Bridge – Sign	3/28/2012	3/28/2014
75S580	75301003	SR-528	SR-528	Bridge Sign	3/30/2012	3/30/2014
75S593	75320000	SR-429	SR-429	Bridge	12/15/2010	12/15/2012
75S594	75320000	SR-429	SR-429	Bridge	12/15/2010	12/15/2012
75S595	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S596	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S597	75320000	SR-429	SR-429	Bridge	12/17/2010	12/17/2012
75S598	75320000	SR-429	SR-429	Bridge	12/17/2010	12/17/2012
75S599	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S600	75320000	SR-429	SR-429	Cantilever	12/15/2010	12/15/2012
75S601	75320000	SR-429	SR-429	Cantilever	12/17/2010	12/17/2012
75S602	75320000	SR-429	SR-429	Bridge	12/17/2010	12/17/2012
75S701	75320000	SR 429	SR 429	Cantilever	10/27/2011	10/27/2013
75S702	75320000	SR 429	SR 429	Cantilever	10/27/2011	10/27/2013
75S713	75320000	SR429 NB Toll Plaza Ramp	SR-429	Cantilever	5/23/2012	5/23/2014
75S714	75320000	SR-429	SR-429	Cantilever	5/23/2012	5/23/2014
75S715	75320000	SR-429	SR-429	Cantilever	5/24/2012	5/24/2014
75S716	75320000	SR-429	SR-429	Cantilever	5/24/2012	5/24/2014
75S717	75320000	CR-535	CR-535	Cantilever	5/23/2012	5/23/2014
75S718	75320000	CR-535	CR-535	Cantilever	5/23/2012	5/23/2014
75S719	75320000	SR-429	SR-429	Cantilever	5/23/2012	5/23/2014
75S720	75320000	SR-429	SR-429	Cantilever	5/23/2012	5/23/2014
75S721	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S722	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S723	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S724	75320000	New Independence Pkwy	New Ind. Pkwy	Cantilever	5/23/2012	5/23/2014
75S725	75320000	SR-429	SR-429	Cantilever	5/24/2012	5/24/2014
75S726	75320000	SR-429	SR-429	Bridge DMS	6/14/2012	6/14/2014
75S727	75320000	SR-429	SR-429	Bridge	5/23/2012	5/23/2014
75S728	75320000	SR-429	SR-429	Bridge DMS	6/14/2012	6/14/2014
75S729	75320000	SR-429	SR-429	Bridge DMS	6/14/2012	6/14/2014
75S730	75320000	SR-429	SR-429	Bridge DMS	6/13/2012	6/13/2014

NON-LPA SIGNS						
75S731	75320000	SR-429	SR-429	Bridge Sign	6/13/2012	6/13/2014
75S817	75301000	SR-417	SR-417	Bridge	9/19/2011	9/19/2013
75S818	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S819	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S820	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S821	75301000	SR-417	SR-417	Bridge	9/19/2011	9/19/2013
75S822	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S823	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S824	75301000	SR-417	SR-417	Cantilever	9/19/2011	9/19/2013
75S825	75301000	Landstar Boulevard	SR-417	Cantilever	9/20/2011	9/20/2013
75S826	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S827	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S828	75301000	Boggy Creek Road	SR-417	Cantilever	9/19/2011	9/19/2013
75S829	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S830	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S831	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S832	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S833	75301000	SR-417	SR-417	Cantilever	9/20/2011	9/20/2013
75S834	75301000	Narcoossee Road	SR-417	Cantilever	9/20/2011	9/20/2013
75S835	75301000	Narcoossee Road	SR-417	Cantilever	9/20/2011	9/20/2013
75S836	75301000	SR-417	SR-417	Cantilever	9/21/2011	9/21/2013
75S837	75301000	SR-417	SR-417	Cantilever	9/21/2011	9/21/2013
75S854	75301000	SR-417	SR-417	Bridge (DMS)	8/30/2012	8/30/2014
75S855	75301000	SR-417	SR-417	Bridge (DMS)	8/30/2012	8/30/2014
75S856	75301000	SR-417	SR-417	Bridge (DMS)	8/31/2012	8/31/2014
75S857	75301000	SR-417	SR-417	Bridge DMS	8/31/2012	8/31/2014
75S858	75301000	SR-417	SR-417	Bridge DMS	8/31/2012	8/31/2014
75S869	75320000	SR-429	SR-429	Bridge (DMS)	9/19/2012	9/19/2014
75S870	75320000	SR-429	SR-429	Bridge (DMS)	9/19/2012	9/19/2014
75S871	75320000	SR-429	SR-429	Bridge (DMS)	9/20/2012	9/20/2014
75S872	75320000	SR-429	SR-429	Bridge (DMS)	9/20/2012	9/20/2014
75S890	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S891	75301000	SR-417	SR-417	Bridge Sign	2/18/2011	2/18/2013
75S892	75301000	SR-417	SR-417	Bridge Sign	2/18/2011	2/18/2013
75S893	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S894	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S895	75301000	SR-417	SR-417	Cantilever	10/25/2010	10/25/2012
75S896	75301000	SR-417	SR-417	Bridge	10/25/2010	10/25/2012
75S897	75301000	SR-417	SR-417	Bridge Sign	11/9/2010	11/9/2012
75S898	75301000	SR-417	SR-417	Bridge	11/9/2010	11/9/2012

NON-LPA SIGNS						
75S899	75301000	SR–417	SR–417	Bridge	11/8/2010	11/8/2012
75S900	75301000	SR–417	SR–417	Bridge	11/8/2010	11/8/2012
75S901	75301000	SR–417	SR–417	Bridge	11/8/2010	11/8/2012
75S902	75301000	SR–417	SR–417	Cantilever	11/8/2010	11/8/2012
75S903	75301000	SR–417	SR–417	Cantilever	11/8/2010	11/8/2012
75S904	75301000	SR–417	SR–417	Cantilever	11/8/2010	11/8/2012
75S905	75301000	SR–417	SR–417	Bridge	11/8/2010	11/8/2012
75S906	75301000	SR–417	SR–417	Bridge	11/9/2010	11/9/2012
75S907	75301000	SR–417	SR–417	Cantilever	11/9/2010	11/9/2012
75S908	75301000	SR–417	SR–417	Bridge	10/25/2010	10/25/2012
75S924	75340000	SR–414	SR–414	Bridge Sign	2/28/2011	2/28/2013
75S925	75340000	SR–414	SR–414	Cantilever	2/28/2011	2/28/2013
75S926	75340000	SR–414	SR–414	Cantilever	2/28/2011	2/28/2013
75S927	75340000	SR–414	SR–414	Cantilever	2/28/2011	2/28/2013
75S928	75340000	SR–414	SR–414	Bridge (DMS)	2/28/2011	2/28/2013
75S929	75340000	SR–414	SR–414	Bridge (DMS)	2/28/2011	2/28/2013
75S930	75340000	SR–414	SR–414	Bridge Sign	2/18/2011	2/18/2013
75S931	75340000	SR–414	SR–414	Cantilever	2/18/2011	2/18/2013
75S932	75340000	SR–414	SR–414	Cantilever	2/18/2011	2/18/2013
75S933	75340000	SR–414	SR–414	Cantilever	2/18/2011	2/18/2013
75S934	75340000	SR–414	SR–414	Cantilever	2/18/2011	2/18/2013
75S935	75340000	SR–414	SR–414	Cantilever	2/18/2011	2/18/2013
75S936	75340000	SR–414	SR–414	Cantilever	2/28/2011	2/28/2013
75S937	75340000	SR–414	SR–414	Cantilever	2/18/2011	2/18/2013
75S938	75340000	SR–414	SR–414	Cantilever	3/3/2011	3/3/2013
75S939	75340000	SR–414	SR–414	Bridge Sign	2/28/2011	2/28/2013
75S940	75340000	SR–414	SR–414	Bridge Sign	2/28/2011	2/28/2013
75S941	75320000	SR–429	SR–429	Cantilever	3/3/2011	3/3/2013
75S942	75320000	SR–429	SR–429	Cantilever	3/3/2011	3/3/2013
75S943	75320000	SR–429	SR–429	Cantilever	3/3/2011	3/3/2013
75S966	75340000	SR–414	SR–414	Bridge Sign	4/13/2011	4/13/2013
75S967	75340000	SR–414	SR–414	Bridge Sign	4/13/2011	4/13/2013
75S968	75340000	SR–414	SR–414	Bridge Sign	4/13/2011	4/13/2013
75S969	75340000	SR–414	SR–414	Bridge Sign	4/13/2011	4/13/2013
75S979	75340000	SR–414	SR–414	Bridge Sign	6/28/2011	6/28/2013
75S980	75340000	SR–414	SR–414	Bridge Sign	6/28/2011	6/28/2013
75S981	75340000	SR–414	SR–414	Cantilever	6/28/2011	6/28/2013
75S982	75340000	SR–414	SR–414	Bridge Sign	6/28/2011	6/28/2013
75S983	75340000	SR–414	SR–414	Cantilever	6/28/2011	6/28/2013
75S984	75340000	SR–414	SR–414	Bridge Sign (DMS)	6/28/2011	6/28/2013

NON-LPA SIGNS						
75S988	75340000	SR-414	SR-414	Cantilever	6/28/2011	6/28/2013
75S990	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S991	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S992	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S993	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S994	75301000	SR-417	SR-417	Cantilever	11/30/2011	11/30/2013
75S995	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S996	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S997	75301000	SR-417	SR-417	Cantilever	11/29/2011	11/29/2013
75S998	75301000	SR-417	Moss Park Rd.	Cantilever	11/30/2011	11/30/2013
75S999	75301000	SR-417	Moss Park Rd.	Cantilever	11/30/2011	11/30/2013

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75A001	SR 417	Bridge	SB	SB exit ramp to Moss Pk Rd	27.40712832	17.030	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A002	SR 417	Bridge	NB	NB SR 417 ramp from Moss Pk Rd	27.13353984	16.860	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A003	SR 417	Cantilever	NB	SR 417 0.75 mi S of Dowden Rd	26.85995136	16.690	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A004	SR 417	Cantilever	NB	SR 417 0.5 mi S of Dowden Rd	27.39103488	17.020	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A005	SR 417	Cantilever	NB	SR 417 at Dowden Rd	27.9221184	17.350	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A006	SR 417	Cantilever	SB	SR 417 at Dowden Rd	29.48318208	18.320	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A007	SR 417	Cantilever	SB	SR 417 0.25 mi N of Dowden Rd	29.88551808	18.570	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A008	SR 417	Cantilever	SB	SR 417 1.0 mi N of Dowden Rd	30.91549824	19.210	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75A009	SR 417	Cantilever	EB	Dowden Rd 0.1 mi W of SR 417	28.74288384	17.860	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75A010	SR 417	Bridge	NB	Dowden Rd on-ramp to NB 417	28.63022976	17.790	SR 417	31	75301000	12/27/2011	LPA	2009
75A011	SR 417	Bridge	SB	SB SR 417 exit ramp to Dowden Rd	29.00037888	18.020	SR 417	31	75301000	12/27/2011	LPA	2009
75A024	SR 408	Cantilever	EB	Crystal Lake Dr	12.21492096	7.590	SR 408	31	75008000	2/16/2012	LPA	2010
75A025	SR 408	Cantilever	WB	just west of Crystal Lk Dr	12.24710784	7.610	SR 408	31	75008000	2/16/2012	LPA	2010
75A026	SR 408	Cantilever	WB	at Lk Underhill Bridge	12.66553728	7.870	SR 408	31	75008000	2/16/2012	LPA	2010
75A027	SR 408	Cantilever	EB	on Lk Underhill Bridge	12.7942848	7.950	SR 408	31	75008000	2/16/2012	LPA	2010
75A028	SR 408	Cantilever	WB	on Lk Underhill Bridge	13.06787328	8.120	SR 408	31	75008000	2/16/2012	LPA	2010
75A029	SR 408	Cantilever	EB	at Conway off-ramp	13.29318144	8.260	SR 408	31	75008000	2/16/2012	LPA	2010
75A030	SR 408	Bridge	EB	Conway overpass	13.47020928	8.370	SR 408	31	75008000	2/16/2012	LPA	2010
75A031	SR 408	Butterfly	EB	off-ramp at Conway	13.40583552	8.330	SR 408	31	75008000	2/16/2012	LPA	2010
75A032	SR 408	Butterfly	WB	on-ramp from Conway	13.38974208	8.320	SR 408	31	75008000	2/16/2012	LPA	2010
75A034	SR 429	Cantilever	NB	NB 1/2 Mile South of SR 441	63.60127488	39.520	SR 429	31	75320000	7/25/2012	Non-LPA	2010
75A035	SR 429	Bridge	NB	SR 429 at SR 441	64.11626496	39.840	SR 429	31	75320000	7/25/2012	Non-LPA	2010
75A038	SR 408	Butterfly	EB	on-ramp from Ortman/Mercy	3.5405568	2.200	SR 408	31	75008000	9/27/11	LPA	2011
75A039	SR 408	Butterfly	WB	off-ramp at Mercy Dr	3.7014912	2.300	SR 408	31	75008000	9/27/11	LPA	2011
75A040	SR 408	Butterfly	WB	off-ramp at JYP	5.34302208	3.320	SR 408	31	75008000	9/27/11	LPA	2011
75A041	SR 408	Butterfly	EB	on-ramp at JYP	5.37520896	3.340	SR 408	31	75008000	9/27/11	LPA	2011
75A042	SR 408	Butterfly	EB	off-ramp at Mills	10.02621312	6.230	SR 408	31	75008000	9/27/11	LPA	2011
75A043	SR 408	Butterfly	EB	off-ramp at Bumby	11.20103424	6.960	SR 408	31	75008000	9/27/11	LPA	2011
75A044	SR 408	Butterfly	WB	on-ramp at Bumby and South St	11.20103424	6.960	SR 408	31	75008000	9/27/11	LPA	2011
75A046	SR 417	Bridge	-	John Yound Main Toll Plaza Truss	1.78637184	1.110	SR 417	31	75301000	10/11/11	Non-LPA	2008
75A047	SR 417	Bridge	-	Boggy Creek Main Toll Plaza Truss	14.82527693	9.212	SR 417	31	75301000	10/11/11	Non-LPA	2008
75A048	SR 417	Bridge	-	Curry Ford Main Toll Plaza Truss	3.36352896	2.090	SR 417	31	75300000	10/11/11	Non-LPA	2005
75A049	SR 417	Bridge	-	University Main Toll Plaza Truss	15.42878093	9.587	SR 417	31	75300000	10/11/11	Non-LPA	2001
75A050	SR 408	Bridge	-	Hiawassee Main Toll Plaza Truss	4.828032	3.000	SR 408	31	75008170	10/11/11	LPA	2004
75A051	SR 408	Bridge	-	Dean Rd Main Toll Plaza Truss	4.089343104	2.541	SR 408	31	75008160	10/12/11	LPA	2004
75A052	SR 408	Bridge	WB	Conway Rd Main Toll Plaza Truss	14.0012928	8.700	SR 408	31	75008000	10/12/11	LPA	2010
75A053	SR 417	Cantilever	NB	at 1.25 milie point to Lk Nona	18.4269888	11.450	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A054	SR 417	Cantilever	NB	417 at exit ramp to Lk Nona	20.37429504	12.660	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A055	SR 417	Cantilever	SB	at exit ramp to Lk Nona	21.46864896	13.340	SR 417	31	75301000	10/11/11	Non-LPA	2011
75A056	SR 417	Cantilever	SB	at 1/2 mile point to Lk Nona	21.74223744	13.510	SR 417	31	75301000	10/11/11	Non-LPA	2011

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75A057	SR 417	Butterfly	SB	off-ramp to Lake Nona	20.921472	13.000	SR 417	31	75301000	**10/11/11**	Non-LPA	2005
75A058	SR 417	Butterfly	NB	on-ramp from Lake Nona	20.88928512	12.980	SR 417	31	75301000	**10/12/11**	Non-LPA	2005
75A059	SR 408	Butterfly	WB	off-ramp to Rouse Rd	5.03724672	3.130	SR 408	31	75008160	**10/12/11**	LPA	2010
75A060	SR 408	Butterfly	EB	on-ramp from Rouse Rd	5.27864832	3.280	SR 408	31	75008000	**10/12/11**	LPA	2010
75A064	SR 408	Bridge	EB	Conway Rd Main Toll Plaza Truss	14.484096	9.000	SR 408	31	75008000	**10/12/11**	LPA	2010
75A075	SR 408	Cantilever	WB	WB ramp to I-4 (on viaduct)	8.5295232	5.300	SR 408	31	75008000	**3/27/12**	LPA	2012
75A076	SR 408	Cantilever	EB	EB off-ramp to I-4 (DMS)	7.91797248	4.920	SR 408	31	75008000	**3/27/12**	LPA	2012
75A077	SR 528	Bridge	-	EB off-ramp to Dallas Blvd	37.3367808	23.200	SR 528	31	75002000	**1/27/12**	LPA	2012
75A078	SR 528	Bridge	-	WB on-ramp from Dallas Blvd	37.3367808	23.200	SR 528	31	75002000	**1/27/12**	LPA	2012
75A079	SR 528	Cantilever	EB	EB 1.0 mile east of Dallas Blvd	35.50212864	22.060	SR 528	31	75002000	**1/26/12**	LPA	2012
75A080	SR 528	Cantilever	EB	EB 0.5 mile east of Dallas Blvd	36.2907072	22.550	SR 528	31	75002000	**1/26/12**	IPA	2012
75A081	SR 528	Cantilever	EB	EB off-ramp to Dallas Blvd	37.15975296	23.090	SR 528	31	75002000	**1/26/12**	LPA	2012
75A082	SR 528	Bridge	-	1.3 mile east of Dallas Blvd	39.5898624	24.600	SR 528	31	75002000	**2/1/12**	LPA	2012
75A083	SR 528	Briidge	-	1.8 mile east of Dallas Blvd	40.3945344	25.100	SR 528	31	75002000	**2/3/12**	LPA	2012
75A084	SR 528	Bridge	-	2 miles east of Dallas Blvd	40.70674714	25.294	SR 528	31	75002000	**2/3/12**	LPA	2012
75A085	SR 528	Cantilever	EB	2.3 miles east of Dallas Blvd	40.98999168	25.470	SR 528	31	75002000	**2/1/12**	LPA	2012
75A086	SR 528	Cantilever	WB	2.5 miles east of Dalas Blvd	41.39232768	25.720	SR 528	31	75002000	**2/1/12**	LPA	2012
75A087	SR 528	Bridge	-	2.5 miles east of Dalas Blvd	41.56935552	25.830	SR 528	31	75002000	**2/3/12**	LPA	2012
75A088	SR 528	Bridge	-	2.7 miles east of Dallas Blvd	41.7624768	25.950	SR 528	31	75002000	**2/2/12**	LPA	2012
75A089	SR 528	Bridge	-	2.8 miles east of Dallas Blvd	42.0038784	26.100	SR 528	31	75002000	**2/2/12**	LPA	2012
75A096	SR 408	Cantilever	EB	EB 408 0.25 mi west of Goldenrod	17.5418496	10.900	SR 408	31	75008000	**2/23/12**	LPA	2012
75A097	SR 408	Bridge	-	at EB ramp to Goldenrod	17.702784	11.000	SR 408	31	75008000	**2/23/12**	LPA	2012
75A098	SR 408	Cantilever	NB	NB SR 551 at SR 408	17.96832576	11.165	SR 551	31	75008000	**2/22/12**	LPA	2012
75A099	SR 408	Cantilever	SB	SB SR 551 at SR 408	17.9699351	11.166	SR 551	31	75008000	**2/22/12**	LPA	2012
75A100	SR 429	Bridge		1.0 mile south of CR 437A	56.32704	35.000	SR 429	31	75320000	**5/15/12**	Non-LPA	2012
75A101	SR 429	Bridge		0.5 mile south of CR 437A	57.131712	35.500	SR 429	31	75320000	**5/15/12**	Non-LPA	2012
75A102	SR 429	Cantilever	NB	at CR 437A	57.7754496	35.900	SR 429	31	75320000	**5/14/12**	Non-LPA	2012
75A103	SR 429	Bridge		1 mile south of SR 414	58.0973184	36.100	SR 429	31	75320000	**5/15/12**	Non-LPA	2012
75A104	CR437A	Cantilever	SB	southbound at SR 429	58.2582528	36.200	SR 429	31	75320000	**5/14/12**	Non-LPA	2012
75A105	CR437A	Cantilever	NB	northbound at SR 429	58.27434624	36.210	SR 429	31	75320000	**5/14/12**	Non-LPA	2012
75A106	SR 429	Bridge		0.75 south of SR 414	58.4996544	36.350	SR 429	31	75320000	**5/14/12**	Non-LPA	2012
75A107	SR 429	Cantilever	SB	at CR 437A	58.741056	36.500	SR 429	31	75320000	**5/14/12**	Non-LPA	2012
75A108	SR 429	Tube Truss	NB	at ramp plaza from CR 437A	0	0.000	SR 429	31	75320000	**10/24/12**	Non-LPA	2012
75A109	SR 429	Tube Truss	SB	at ramp plaza to CR 437A	0	0.000	SR 429	31	75320000	**10/24/12**	Non-LPA	2012
75A110	SR 429	Bridge	SB	At exit ramp to CR 437A	0	0.000	SR 429	31	75320000	**10/24/12**	Non-LPA	2012
75Axxx	SR 408	Butterfly	WB	off-ramp to Orange Blossom Tr	0	0.000	SR 408	31	75008000		LPA	
75Axxx	SR 408	Butterfly	EB	on-ramp from Orange Blossom Tr	0	0.000	SR 408	31	75008000		LPA	
75Axxx	SR 408	Cantilever	EB	exit ramp to EB I-4	0	0.000	SR 408	31	75008000		LPA	2012
75C070	SR 528	Cable	NB	Dallas Blvd NB at SR–528	37.50254323	23.303	SR 528	31	75002000	**1/3/2012**	LPA	2004
75C071	SR 528	Cable	SB	Dallas Blvd SB at SR–528	37.50254323	23.303	SR 528	31	75002000	**1/3/2012**	LPA	2004

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S007	SR 528	Bridge	-	East of Toll Plaza	15.47384256	9.615	SR 528	31	75002000	**8/17/2011**	LPA	0
75S021	SR 528	Cantilever	EB	At Int'l Corp Pk Blvd	30.4166016	18.900	SR 528	31	75002000	**11/1/2011**	LPA	2000
75S023	SR 528	Cantilever	WB	at Int'l Corp Park Blv	31.4626752	19.550	SR 528	31	75002000	**11/2/2011**	LPA	2000
75S044	SR 408	Bridge	EB	SR–527 (Orange Ave)	9.02841984	5.610	SR 408	31	75008000	**10/5/2011**	LPA	0
75S045	SR 408	Cantilever	EB	Ramp from Anderson St	9.38247552	5.830	SR 408	31	75008000	**6/14/2011**	LPA	0
75S071	SR 408	Bridge	WB	exit to WB I-4	9.10888704	5.660	SR 408	31	75008000	**6/14/2011**	LPA	0
75S075	SR 408	Cantilever	WB	South St at Bumby wb on-ramp	11.44243584	7.110	SR 408	31	75008000	**6/14/2011**	LPA	0
75S090	SR 408	Bridge	EB	Exit to Dean Road	2.87267904	1.785	SR 408	31	75008160	**10/5/2011**	LPA	0
75S167	SR 408	Cantilever	EB	SR 50 at SR 408		0.000	SR 408	31	75008160	**9/25/2012**	LPA	0
75S168	SR 408	Cantilever	WB	SR 50 on-ramp to WB 408		0.000	SR 408	31	75008160	**9/25/2012**	LPA	0
75S253	SR 417	Bridge	NB	NB 1/2 mi South of SR–408	9.405006336	5.844	SR 417	31	75300000	**6/20/2012**	Non-LPA	0
75S254	SR 417	Bridge	NB	NB at Exit to SR–408 EB	9.923215104	6.166	SR 417	31	75300000	**6/20/2012**	Non-LPA	0
75S255	SR 417	Cantilever	NB	at Exit to SR–408 WB	10.41406502	6.471	SR 417	31	75300000	**6/20/2012**	Non-LPA	0
75S265	SR 417	Cantilever	WB	Univ Blvd WB at SR–417	16.70499072	10.380	SR 417	31	75300000	**6/20/2012**	Non-LPA	0
75S281	SR 417	Bridge	SB	SB at SR–50 Exit	13.74379776	8.540	SR 417	31	75300000	**6/28/2012**	Non-LPA	0
75S282	SR 417	Cantilever	SB	just North of SR–50	14.14613376	8.790	SR 417	31	75300000	**6/20/2012**	Non-LPA	0
75S287	SR 417	Cantilever	EB	Univ Blvd at SR–417	16.68889728	10.370	SR 417	31	75300000	**6/20/2012**	Non-LPA	0
75S323	SR 417	Bridge	-	North of SR–423	6.61440384	4.110	SR 417	31	75301000	**7/17/2012**	Non-LPA	0
75S324	SR 417	Bridge	-	South of US–441	7.11330048	4.420	SR 417	31	75301000	**8/31/2012**	Non-LPA	0
75S325	SR 417	Bridge	NB	NB South of Landstar Blvd	10.65707597	6.622	SR 417	31	75301000	**8/31/2012**	Non-LPA	0
75S326	SR 417	Bridge	-	South of Landstar Blvd	11.08355213	6.887	SR 417	31	75301000	**8/31/2012**	Non-LPA	0
75S327	SR 417	Cantilever	NB	0.3 mi S of Landstar	11.41829568	7.095	SR 417	31	75301000	**8/20/2012**	Non-LPA	0
75S333	SR 417	Cantilever	NB	at Narcossee Road	24.40409242	15.164	SR 417	31	75301000	**8/20/2012**	Non-LPA	0
75S334	SR 417	Bridge	NB	NB 0.5 mi South of SR–528	29.98046938	18.629	SR 417	31	75301000	**8/31/2012**	Non-LPA	0
75S335	SR 417	Bridge	NB	NB on Exit Ramp SR–528	30.4166016	18.900	SR 417	31	75301000	**8/31/2012**	Non-LPA	0
75S336	SR 417	Cantilever	SB	at Exit to Narcoossee Rd	25.28279424	15.710	SR 417	31	75301000	**8/20/2012**	Non-LPA	0
75S343	SR 417	Cantilever	SB	0.5mi North of US–441	8.4892896	5.275	SR 417	31	75301000	**8/20/2012**	Non-LPA	0
75S344	SR 417	Bridge	SB	SB at US–441 Exit	8.270418816	5.139	SR 417	31	75301000	**8/31/2012**	Non-LPA	0
75S345	SR 417	Cantilever	SB	at US–441	7.90187904	4.910	SR 417	31	75301000	**8/20/2012**	Non-LPA	0
75S346	SR 417	Bridge	-	NB/SB at Ramp to CR–423	6.06722688	3.770	SR 417	31	75301000	**8/31/2012**	Non-LPA	0
75S349	SR 417	Cantilever	SB	0.4 mi south of CR 423	1.31161536	0.815	SR 417	31	75301000	**8/20/2012**	Non-LPA	0
75S371	SR 408	Bridge	E/W	0.2mi East of SR–551	18.507456	11.500	SR 408	31	75008000	**6/16/2011**	LPA	0
75S379	SR 408	Bridge	EB	West of Rio Grande Av	6.56612352	4.080	SR 408	31	75008000	**2/17/2011**	LPA	0
75S387	SR 408	Bridge	EB	Rouse Road	4.700893824	2.921	SR 408	31	75008160	**10/5/2011**	LPA	0
75S402	SR 528	Bridge	EB	on-ramp from Boggy Creek	12.6333504	7.850	SR 528	31	75002000	**11/1/2011**	LPA	1997
75S404	SR 528	Cantilever	WB	at Sand Lake Rd	12.7138176	7.900	SR 528	31	75002000	**11/4/2011**	LPA	1997
75S406	SR 528	Bridge	-	West of Tradeport Dr	13.679424	8.500	SR 528	31	75002000	**11/4/2011**	LPA	1997
75S407	SR 528	Cantilever	EB	0.2mi E of Tradeport	14.0012928	8.700	SR 528	31	75002000	**11/1/2011**	LPA	1997
75S408	SR 528	Bridge	-	SR–528 1mi E of SR–482	14.32638029	8.902	SR 528	31	75002000	**11/4/2011**	LPA	1997
75S409	SR 528	Bridge	-	SR–528 0.75mi W of 436	14.80757414	9.201	SR 528	31	75002000	**11/3/2011**	LPA	1997

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S410	SR 528	Bridge	WB	West of SR–436	16.11597082	10.014	SR 528	31	75002000	**11/3/2011**	LPA	1997
75S412	SR 528	Cantilever	WB	0.1mi E of SR–436	16.84983168	10.470	SR 528	31	75002000	**11/3/2011**	LPA	1997
75S422	SR 528	Cantilever	WB	0.5mi E of SR–15	22.0480128	13.700	SR 528	31	75002000	**11/3/2011**	LPA	1997
75S423	SR 528	Cantilever	WB	1 mi East of SR–15	22.6917504	14.100	SR 528	31	75002000	**11/3/2011**	LPA	1997
75S427	SR 528	Cantilever	WB	2 mi East of SR–417	29.370528	18.250	SR 528	31	75002000	**11/2/2011**	LPA	1997
75S429	SR 528	Cantilever	EB	1 mi. West of SR–520	47.475648	29.500	SR 528	31	75002000	**11/2/2011**	LPA	1997
75S430	SR 528	Cantilever	EB	0.5 mi West of SR–520	47.9584512	29.800	SR 528	31	75002000	**11/2/2011**	LPA	1997
75S431	SR 528	Cantilever	EB	at SR–520 Exit	48.6021888	30.200	SR 528	31	75002000	**11/2/2011**	LPA	1997
75S454	SR 408	Cantilever	EB	West of SR–527 (Orange Ave)	8.70655104	5.410	SR 408	31	75008000	**6/15/2011**	LPA	0
75S471	SR 408	Cantilever	EB	at Hiawassee Road	6.310237824	3.921	SR 408	31	75008170	**2/15/2012**	LPA	2000
75S472	SR 408	Cantilever	SB	Hiawassee at SR–408	6.42128256	3.990	SR 408	31	75008170	**2/15/2012**	LPA	2000
75S473	SR 408	Cantilever	NB	Hiawassee Rd at SR–408	6.437376	4.000	SR 408	31	75008170	**2/15/2012**	LPA	2000
75S479	SR 408	Bridge	-	0.1 mi. East of Tampa Rd.	6.303800448	3.917	SR 408	31	75008000	**12/28/2011**	LPA	2000
75S488	SR 429	Bridge	SB	on Exit Ramp to SR–50	48.34469376	30.040	SR 429	31	75320000	**7/26/2012**	Non-LPA	2000
75S489	SR 429	Cantilever	SB	Just North of SR–50	48.09202675	29.883	SR 429	31	75320000	**7/26/2012**	Non-LPA	2000
75S490	SR 429	Cantilever	SB	Just South of Story Rd	48.61023552	30.205	SR 429	31	75320000	**7/26/2012**	Non-LPA	2000
75S491	SR 429	Cantilever	NB	South of Plant St Exit	48.99808742	30.446	SR 429	31	75320000	**7/18/2012**	Non-LPA	2000
75S492	SR 429	Cantilever	SB	0.2 mi. N of Story Rd.	49.084992	30.500	SR 429	31	75320000	**7/18/2012**	Non-LPA	2000
75S493	SR 429	Cantilever	NB	at Plant Street Exit	49.24109837	30.597	SR 429	31	75320000	**7/18/2012**	Non-LPA	2000
75S494	SR 429	Cantilever	NB	at Plant Street Exit	49.5130775	30.766	SR 429	31	75320000	**7/18/2012**	Non-LPA	2000
75S495	SR 429	Bridge	SB	0.5mi North of SR–50	49.78505664	30.935	SR 429	31	75320000	**10/27/2011**	Non-LPA	2000
75S496	CR 438	Cantilever	EB	CR 438 at SR 429	12.29538816	7.640	SR 429	31	75320000	**6/13/2012**	Non-LPA	2000
75S497	SR 429	Bridge	SB	1mi North of SR–50	50.52213619	31.393	SR 429	31	75320000	**7/18/2012**	Non-LPA	2000
75S498	SR 429	Cantilever	SB	at Plant Street Exit	50.93251891	31.648	SR 429	31	75320000	**7/25/2012**	Non-LPA	2000
75S499	SR 429	Bridge	SB	.5mi North of Plant St	51.7404096	32.150	SR 429	31	75320000	**7/25/2012**	Non-LPA	2000
75S500	SR 429	Cantilever	NB	1 mi. S of West Rd.	52.10573069	32.377	SR 429	31	75320000	**7/19/2012**	Non-LPA	2000
75S501	SR 429	Cantilever	SB	1mi North of SR–438	52.54186291	32.648	SR 429	31	75320000	**7/19/2012**	Non-LPA	2000
75S502	SR 429	Cantilever	NB	0.5mi South of West Rd	49.69171469	30.877	SR 429	31	75320000	**7/19/2012**	Non-LPA	2000
75S504	SR 429	Cantilever	NB	at Exit to West Rd.	53.711856	33.375	SR 429	31	75320000	**7/19/2012**	Non-LPA	2000
75S505	SR 429	Bridge	NB	at West Rd.	53.98705382	33.546	SR 429	31	75320000	**7/19/2012**	Non-LPA	2000
75S506	SR 429	Bridge/DMS	-	Just North of West Road	54.79172582	34.046	SR 429	31	75320000	**7/19/2012**	Non-LPA	2000
75S507	SR 429	Cantilever	SB	0.5mi North of West Rd	55.37752704	34.410	SR 429	31	75320000	**7/24/2012**	Non-LPA	2000
75S508	SR 429	Bridge/DMS	NB	NB Just South of Toll Pla	55.60605389	34.552	SR 429	31	75320000	**7/24/2012**	Non-LPA	2000
75S509	SR 429	Cantilever	NB	at Forrest Lk Toll Plaza	55.82492467	34.688	SR 429	31	75320000	**7/24/2012**	Non-LPA	2000
75S510	SR 429	Cantilever	SB	at Forrest Lk Toll Plaza	56.23691674	34.944	SR 429	31	75320000	**7/24/2012**	Non-LPA	2000
75S511	SR 429	Bridge/DMS	-	0.3mi North of Toll Plaza	56.43486605	35.067	SR 429	31	75320000	**7/19/2010**	Non-LPA	2000
75S512	SR 429	Bridge	-	0.75mi N of Toll Plaza	57.13493069	35.502	SR 429	31	75320000	**7/15/2010**	Non-LPA	2000
75S514	SR 429	Bridge	NB	0.5mi South of CR–437A	58.50770112	36.355	SR 429	31	75320000	**7/8/2010**	Non-LPA	2000
75S515	SR 429	Cantilever	NB	at CR–437A Exit	59.39605901	36.907	SR 429	31	75320000	**7/8/2010**	Non-LPA	2000
75S516	SR 429	Cantilever	NB	2.0 mi S of US–441	60.75112666	37.749	SR 429	31	75320000	**7/8/2010**	Non-LPA	2000

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S517	SR 429	Cantilever	NB	1.0 mi S of US–441	62.22528576	38.665	SR 429	31	75320000	**7/24/2012**	Non-LPA	2000
75S518	SR 429	Cantilever	NB	0.5 mi S of US–441	63.20054822	39.271	SR 429	31	75320000	**7/24/2012**	Non-LPA	2000
75S537	SR 408	Cantilever		On Ramp from I–4 EB	8.000049024	4.971	SR 408	31	75008000	**6/15/2011**	LPA	2000
75S539	SR 408	Cantilever	WB	Just West of I–4	8.204435712	5.098	SR 408	31	75008000	**7/20/2011**	LPA	2001
75S540	SR 408	Cantilever	EB	Off-ramp to Orange Ave	9.1732608	5.700	SR 408	31	75008000	**6/15/2011**	LPA	2001
75S556	SR 408	Cantilever	WB	at SR–417 Exit	2.224113408	1.382	SR 408	31	75008160	**7/21/2011**	LPA	2001
75S561	SR 408	Bridge	-	West of Rouse Road	5.014715904	3.116	SR 408	31	75008160	**7/21/2011**	LPA	2001
75S563	SR 408	Cantilever	WB	West Kehoe Dr	5.840309376	3.629	SR 408	31	75008160	**7/21/2011**	LPA	2001
75S564	SR 408	Cantilever	EB	West of Alafaya Trail	5.948135424	3.696	SR 408	31	75008160	**7/21/2011**	LPA	2001
75S565	SR 408	Cantilever	WB	West of Alafaya Tr	6.789822336	4.219	SR 408	31	75008160	**7/21/2011**	LPA	2001
75S566	SR 408	Cantilever	SB	Alafaya Trail SB at SR408	7.131003264	4.431	SR 408	31	75008160	**7/20/2011**	LPA	2001
75S567	SR 408	Bridge	EB	1mi. West of SR50 (Woodbury)	7.143878016	4.439	SR 408	31	75008160	**7/21/2011**	LPA	2001
75S570	SR 408	Cantilever	EB	at End of SR–408	10.07449344	6.260	SR 408	31	75008160	**7/20/2011**	LPA	2001
75S572	SR 408	Monotube	-	On Exit Ramp to SR–50/Clark Rd	1.11044736	0.690	SR 408	31	75008180	**12/28/2011**	LPA	1999
75S576	SR 417	Bridge	SB	SB on Exit Ramp to SR–528	31.7298263	19.716	SR 417	31	75301001	**3/28/2012**	Non-LPA	2002
75S577	SR 417	Bridge	SB	on Exit Ramp to SR–528	31.95191578	19.854	SR 417	31	75301001	**3/28/2012**	Non-LPA	2002
75S578	SR 417	Bridge	-	North of SR–528	0.191511936	0.119	SR 417	31	75300000	**3/28/2012**	Non-LPA	2002
75S580	SR 528	Bridge	EB	Exit Ramp to SR–417	23.87783693	14.837	SR 528	31	75301003	**3/30/2012**	Non-LPA	2002
75S581	SR 528	Cantilever	EB	West of SR–417	22.6772663	14.091	SR 528	31	75002000	**3/30/2012**	LPA	2002
75S582	SR 528	Cantilever	EB	at Exit Ramp to SR–417	0	0.000	SR 528	31	75002000	**3/30/2012**	Non-LPA	2002
75S593	SR 429	Bridge	SB	on Ramp from CR–535	42.5671488	26.450	SR 429	31	75320000	**12/15/2012**	Non-LPA	2002
75S594	SR 429	Bridge	NB	on Ramp from CR–535	42.80050368	26.595	SR 429	31	75320000	**12/15/2012**	Non-LPA	2002
75S595	SR 429	Cantilever	SB	on CR–535 off Ramp	43.51666176	27.040	SR 429	31	75320000	**12/15/2012**	Non-LPA	2002
75S596	SR 429	Cantilever	SB	1/2mi North of CR–535	44.35352064	27.560	SR 429	31	75320000	**12/15/2010**	Non-LPA	2002
75S597	SR 429	Bridge	-	1mi North of CR–535	44.94897792	27.930	SR 429	31	75320000	**12/17/2010**	Non-LPA	2002
75S598	SR 429	Bridge	NB	1/2mi South of FL Tpk	45.59271552	28.330	SR 429	31	75320000	**12/17/2010**	Non-LPA	2002
75S599	SR 429	Cantilever	NB	1/2mi South of SR–50	46.73534976	29.040	SR 429	31	75320000	**12/15/2010**	Non-LPA	2002
75S600	SR 429	Cantilever	NB	at SR–50 Exit	47.54002176	29.540	SR 429	31	75320000	**12/15/2010**	Non-LPA	2002
75S601	SR 429	Cantilever	NB	just South of SR–50	47.7975168	29.700	SR 429	31	75320000	**12/17/2010**	Non-LPA	2002
75S602	SR 429	Bridge	NB	off Ramp to SR–50	47.84579712	29.730	SR 429	31	75320000	**12/17/2010**	Non-LPA	2002
75S603	SR 528	Cantilever	EB	East of SR–436	16.79672333	10.437	SR 528	31	75002000	**2/16/2011**	LPA	2003
75S604	SR 528	Bridge	-	West of Goldenrod Road	18.01821542	11.196	SR 528	31	75002000	**2/16/2011**	LPA	2003
75S606	SR 528	Bridge	EB	Ramp to Goldenrod Rd	18.38353651	11.423	SR 528	31	75002000	**2/16/2011**	LPA	2003
75S607	SR 528	Bridge	WB	Ramp to Goldenrod Rd	18.97738445	11.792	SR 528	31	75002000	**2/16/2011**	LPA	2003
75S608	SR 528	Cantilever	WB	at Goldenrod Rd Exit	19.90275725	12.367	SR 528	31	75002000	**2/16/2011**	LPA	2003
75S611	SR 551	Bridge	N/S	SR 551 at Cargo Rd	0	0.000	SR 528	31	75200001	**2/16/2011**	Non-LPA	2003
75S612	SR 551	Cantilever	NB	at SR–528	0	0.000	SR 551	31	75200001	**2/16/2011**	Non-LPA	2003
75S613	SR 551	Cantilever	SB	North of SR–528	0	0.000	SR 551	31	75200001	**2/16/2011**	Non-LPA	2003
75S614	SR 551	Cantilever	NB	North of SR–528	0	0.000	SR 551	31	75200001	**2/16/2011**	Non-LPA	2003
75S615	SR 551	Cantilever	SB	at Exit to SR–528 WB	0	0.000	SR 551	31	75200001	**2/16/2011**	Non-LPA	2003

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S616	SR 551	Cantilever	SB	North of SR-528	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S617	SR 551	Cantilever	SB	North of Toll Plaza	0	0.000	SR 551	31	75200001	2/16/2011	Non-LPA	2003
75S619	SR 417	Bridge	-	North of SR-50	13.32536832	8.280	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S620	SR 417	Cantilever	NB	1mi. S of Univ. Blvd at Traverthon	14.27005325	8.867	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S621	SR 417	Bridge	-	South of Econ Trail	146.1123418	90.790	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S622	SR 417	Bridge	-	North of Econ Trail	14.97333658	9.304	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S623	SR 417	Cantilever	NB	South of Toll Plaza	15.17611392	9.430	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S624	SR 417	Cantilever	NB	at Toll Plaza	15.35796979	9.543	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S625	SR 417	Cantilever	SB	North of UniversityToll Plaza	15.62351155	9.708	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S626	SR 417	Cantilever	NB	South of University at plaza	15.6363863	9.716	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S627	SR 417	Bridge	-	North of Toll Plaza	15.80053939	9.818	SR 417	31	75300000	4/26/2011	Non-LPA	2003
75S628	SR 417	Bridge	-	South of University Blvd	16.08217459	9.993	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S629	SR 417	Cantilever	NB	at University Blvd	16.31874816	10.140	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S630	SR 417	Cantilever	NB	at University Blvd	16.53440026	10.274	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S631	SR 417	Cantilever	NB	Ramp to WB Univ Blvd	16.79833267	10.438	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S632	SR 417	Bridge	-	1mi South of SR-426	17.03007821	10.582	SR 417	31	75300000	4/19/2011	Non-LPA	2003
75S633	SR 417	Cantilever	SB	at Ramp to Univ. Blvd.	17.34711898	10.779	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S634	SR 417	Cantilever	NB	South of Aloma Ave	18.23386752	11.330	SR 417	31	75300000	3/15/2011	Non-LPA	2003
75S635	SR 417	Cantilever	SB	North of Univ. Blvd.	17.99407526	11.181	SR 417	31	75300000	6/15/2011	Non-LPA	2003
75S636	SR 417	Bridge	NB	Ramp to Univ Blvd	16.57946189	10.302	SR 417	31	75300000	3/16/2011	Non-LPA	2003
75S661	SR 528	Bridge	WB	Ramp to NB 417	24.92712922	15.489	SR 417	31	75002000	9/20/2012	LPA	2004
75S676	SR 417	Bridge	SB	SR 417 south at Lee Vista	2.04386688	1.270	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S677	SR 417	Bridge	SB	SR 417 north of Lee Vista	2.726228736	1.694	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S678	SR 417	Bridge	-	South of Curry Ford	3.0577536	1.900	SR 417	31	75300000	8/17/2011	Non-LPA	2005
75S679	SR 417	Cantilever	NB	SR 417 at Curry Ford Plaza	3.209031936	1.994	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S680	SR 417	Bridge	-	North of Curry Ford	3.744943488	2.327	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S681	SR 417	Bridge	-	3/4 mile south Of Curry Ford	4.061984256	2.524	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S682	SR 417	Bridge	NB	SR 417 north of Curry Ford Plaza	4.543178112	2.823	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S683	SR 417	Butterfly	NB	on-ramp from Curry Ford Rd	6.080101632	3.778	SR 417	31	75300000	8/18/2011	Non-LPA	2005
75S684	SR 417	Butterfly	SB	off-ramp to Curry Ford Rd	6.142866048	3.817	SR 417	31	75300000	8/18/2011	Non-LPA	2005
75S685	SR 417	Butterfly	NB	Ramp from University at plaza	17.0332969	10.584	SR 417	31	75300000	8/16/2011	Non-LPA	2005
75S686	SR 417	Butterfly	SB	Ramp to University at plaza	16.93995494	10.526	SR 417	31	75300000	8/16/2011	Non-LPA	2005
75S687	SR 417	Cantilever	SB	SR 417 to Curry Ford Plaza	3.51641664	2.185	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S688	SR 417	Cantilever	SB	SR 417 south of Curry Ford Rd	4.80389184	2.985	SR 417	31	75300000	9/15/2011	Non-LPA	2005
75S689	SR 408	Bridge	-	East of Econlochatchee Tr	2.468733696	1.534	SR 408	31	75008160	9/13/2011	LPA	2005
75S690	SR 408	Bridge	-	East of Dean Rd	3.345826176	2.079	SR 408	31	75008160	9/14/2011	LPA	2005
75S691	SR 408	Cantilever	WB	at Dean Rd exit ramp	3.509979264	2.181	SR 408	31	75008160	9/14/2011	LPA	2005
75S692	SR 408	Bridge	-	West of Dean plaza	3.793223808	2.357	SR 408	31	75008160	9/14/2011	LPA	2005
75S693	SR 408	Cantilever	WB	at Dean plaza	3.817363968	2.372	SR 408	31	75008160	9/13/2011	LPA	2005
75S694	SR 408	Cantilever	WB	at Dean plaza	4.242230784	2.636	SR 408	31	75008160	9/14/2011	LPA	2005

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S695	SR 408	Bridge	-	East of Dean plaza	4.446617472	2.763	SR 408	31	75008160	9/13/2011	LPA	2005
75S696	SR 408	Bridge	WB	Rouse Rd	5.236805376	3.254	SR 408	31	75008160	9/13/2011	LPA	2005
75S697	SR 408	Cantilever	WB	west of Kehoe Dr	5.532924672	3.438	SR 408	31	75008160	9/13/2011	LPA	2005
75S698	SR 408	Bridge	-	East of Alafaya Trail	6.21206784	3.860	SR 408	31	75008160	9/13/2011	LPA	2005
75S699	SR 408	Cantilever	EB	at Alafaya Trail	6.657856128	4.137	SR 408	31	75008160	9/13/2011	LPA	2005
75S701	SR 429	Cantilever	NB	SR 429 1 mi south of New Ind Pky	33.31503014	20.701	SR 429	31	75320000	10/27/2011	Non-LPA	2005
75S702	SR 429	Cantilever	NB	SR 429 north of Old YMCA Rd	34.28063654	21.301	SR 429	31	75320000	10/27/2011	Non-LPA	2005
75S703	SR 408	Cantilever	EB	at SR 441	6.805915776	4.229	SR 408	31	75008000	10/27/2011	LPA	2005
75S704	SR 408	Bridge	-	Just east of SR 441 (OBT)	7.374014208	4.582	SR 408	31	75008000	12/28/2011	LPA	2005
75S705	SR 408	Bridge/DMS	-	East of Westmoreland	7.58805696	4.715	SR 408	31	75008000	1/20/2012	LPA	2006
75S706	SR 408	Cantilever	EB	at Parramore Ave	7.794052992	4.843	SR 408	31	75008000	12/28/2011	LPA	2005
75S707	SR 408	Cantilever	EB	ramp to EB I-4	7.924409856	4.924	SR 408	31	75008000	10/27/2011	LPA	2005
75S708	SR 408	Cantilever	WB	at Parramore Ave	7.930847232	4.928	SR 408	31	75008000	12/28/2011	LPA	2005
75S709	SR 408	Cantilever	EB	at I-4 Connector	8.13523392	5.055	SR 408	31	75008000	12/28/2011	LPA	2005
75S710	SR 408	Bridge	-	West of SR 441	6.98455296	4.340	SR 408	31	75008000	12/28/2011	LPA	2005
75S713	SR 429	Cantilever	NB	SR 429 at Toll Plaza	38.4633216	23.900	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S714	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	38.9461248	24.200	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S715	SR 429	Cantilever	NB	SR 429 south of CR 535	40.8773376	25.400	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S716	SR 429	Cantilever	NB	SR 429 at exit to CR 535	41.842944	26.000	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S717	SR 429	Cantilever	WB	CR 535 at SR 429	42.55105536	26.440	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S718	SR 429	Cantilever	EB	CR 535 at SR 429	42.55105536	26.440	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S719	SR 429	Cantilever	NB	SR 429 at New Indep. Pkwy	35.0836992	21.800	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S720	SR 429	Cantilever	SB	SR 429 at New Indep. Pkwy	24.7838976	15.400	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S721	SR 429	Cantilever	WB	New Indep. Pkwy at SB 429	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S722	SR 429	Cantilever	WB	New Indep. Pkwy at 429	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S723	SR 429	Cantilever	EB	New Ind at SR 429 NB on-ramp	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S724	SR 429	Cantilever	EB	New Ind SR 429 SB on-ramp	24.14016	15.000	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S725	SR 429	Cantilever	NB	SR 429 north of CR 535	42.8085504	26.600	SR 429	31	75320000	5/24/2012	Non-LPA	2005
75S726	SR 429	Bridge	NB	SR 429 5.8 mi south of Tpk	26.3932416	16.400	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S727	SR 429	Bridge	NB	SR 429 north of Conserv II	25.6690368	15.950	SR 429	31	75320000	5/23/2012	Non-LPA	2005
75S728	SR 429	Bridge	NB	SR 429 before toll plaza	26.8760448	16.700	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S729	SR 429	Bridge	SB	SR 429 north of New Ind. Plaza	39.2679936	24.400	SR 429	31	75320000	6/14/2012	Non-LPA	2005
75S730	SR 429	Bridge	SB	SR 429 at Tiny Rd	39.5898624	24.600	SR 429	31	75320000	6/13/2012	Non-LPA	2005
75S731	SR 429	Bridge	SB	SR 429 at Stoneybrook Pkwy	40.2336	25.000	SR 429	31	75320000	6/13/2012	Non-LPA	2005
75S732	SR 408	Bridge	EB	1 mi west of toll plaza	2.917740672	1.813	SR 408	31	75008170	7/18/2012	LPA	2006
75S733	SR 408	Cantilever	WB	0.25 mi west of Good Homes	3.078675072	1.913	SR 408	31	75008170	7/18/2012	LPA	2006
75S734	SR 408	Bridge	-	0.1 mi east of Good Homes Rd	3.796442496	2.359	SR 408	31	75008170	7/16/2012	LPA	2006
75S735	SR 408	Cantilever	WB	at Good Home Rd Exit	3.9428928	2.450	SR 408	31	75008170	7/16/2012	LPA	2006
75S736	SR 408	Cantilever	WB	east of Good Homes Rd	4.314651264	2.681	SR 408	31	75008170	7/16/2012	LPA	2006
75S737	SR 408	Bridge/DMS	EB	Just west of Hiawassee toll plaza	4.422477312	2.748	SR 408	31	75008170	7/18/2012	LPA	2006

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S738	SR 408	Cantilever	EB	Just west of Hiawassee toll plaza	4.605942528	2.862	SR 408	31	75008170	**7/16/2012**	LPA	2006
75S739	SR 408	Cantilever	EB	at Hiawassee plaza	4.757220864	2.956	SR 408	31	75008170	**7/17/2012**	LPA	2006
75S740	SR 408	Cantilever	WB	at toll plaza	4.890796416	3.039	SR 408	31	75008170	**7/16/2012**	LPA	2006
75S741	SR 408	Cantilever	WB	at Hiawassee plaza	5.577986304	3.466	SR 408	31	75008170	**7/16/2012**	LPA	2006
75S742	SR 408	Bridge/DMS	WB	1/4 mi east of Hia Plaza	5.257726848	3.267	SR 408	31	75008170	**7/16/2012**	LPA	2006
75S743	SR 408	Cantilever	EB	at Dorscher Rd	5.577986304	3.466	SR 408	31	75008170	**7/18/2012**	LPA	2006
75S744	SR 408	Bridge/DMS	WB	Dorscher Rd	5.695468416	3.539	SR 408	31	75008170	**7/16/2012**	LPA	2006
75S745	SR 408	Cantilever	EB	at Hiawassee Rd exit	5.787201024	3.596	SR 408	31	75008170	**7/18/2012**	LPA	2006
75S746	SR 408	Cantilever	WB	1.25 mi east of Gd Homes Rd	6.202411776	3.854	SR 408	31	75008170	**7/16/2012**	LPA	2006
75S747	SR 408	Bridge	WB	Hiawassee Rd	6.506577792	4.043	SR 408	31	75008170	**7/18/2012**	LPA	2006
75S748	SR 408	Cantilever	WB	at SR 50/Clark Rd Exit	2.76807168	1.720	SR 408	31	75008170	**9/14/2010**	LPA	2006
75S751	SR 408	Cantilever	SB	Good Homes Rd at SR 408	3.550212864	2.206	SR 408	31	75008170	**2/17/2011**	LPA	2007
75S752	SR 408	Cantilever	EB	1/2 mile west of Good Homes	2.648980224	1.646	SR 408	31	75008170	**2/17/2011**	LPA	2007
75S753	SR 408	Cantilever	EB	0.3 mile west of Good Homes	3.120518016	1.939	SR 408	31	75008170	**2/17/2011**	LPA	2007
75S754	SR 408	Butterfly	WB	ramp from Good Homes	3.447214848	2.142	SR 408	31	75008170	**2/17/2011**	LPA	2007
75S755	SR 408	Cantilever	EB	at Good Homes	3.503541888	2.177	SR 408	31	75008170	**2/17/2011**	LPA	2007
75S756	SR 408	Butterfly	EB	ramp to Good Homes	3.670913664	2.281	SR 408	31	75008170	**2/17/2011**	LPA	2007
75S757	SR 408	Cantilever	NB	Good Homes at SR 408	3.57274368	2.220	SR 408	31	75008170	**2/17/2011**	LPA	2007
75S758	SR 408	Cantilever	WB	3/4 mi east of Turnpike	2.51057664	1.560	SR 408	31	75008170	**7/18/2012**	LPA	2006
75S773	SR 408	Cantilever	EB	1/2 mile west of SR 423(JYP)	4.132795392	2.568	SR 408	31	75008000	**4/13/2011**	LPA	2007
75S774	SR 408	Cantilever	WB	at Old Winter Garder Rd	4.21648128	2.620	SR 408	31	75008000	**4/11/2011**	LPA	2007
75S775	SR 408	Bridge/DMS	-	East of Ferguson Dr	4.5061632	2.800	SR 408	31	75008000	**4/14/2011**	LPA	2007
75S776	SR 408	Bridge	-	John Young Pkwy	5.080699008	3.157	SR 408	31	75008000	**4/14/2011**	LPA	2007
75S777	SR 408	Cantilever	WB	at John Joung Pkwy exit	5.56028352	3.455	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S778	SR 408	Cantilever	EB	west of Tampa Ave	5.671328256	3.524	SR 408	31	75008000	**4/19/2011**	LPA	2007
75S779	SR 408	Cantilever	WB	0.4 mile east of SR 423 (JYP)	5.848356096	3.634	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S780	SR 408	Cantilever	EB	at Tampa Ave	5.969056896	3.709	SR 408	31	75008000	**4/19/2011**	LPA	2007
75S781	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	2.636105472	1.638	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S782	SR 408	Cantilever	EB	west of Old Winter Garden Rd	2.92900608	1.820	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S783	SR 408	Cantilever	EB	at Pine Hills Toll Plaza	2.216066688	1.377	SR 408	31	75008000	**4/11/2011**	LPA	2007
75S784	SR 408	Cantilever	WB	East of Hiawassee Rd	6.796259712	4.223	SR 408	31	75008170	**4/11/2011**	LPA	2007
75S785	SR 408	Cantilever	EB	EB 1/2 mi west of Kirkman Rd	7.423903872	4.613	SR 408	31	75008170	**4/11/2011**	LPA	2007
75S786	SR 408	Cantilever	WB	WB at Kirkman Rd exit	1.100791296	0.684	SR 408	31	75008000	**4/11/2011**	LPA	2007
75S787	SR 408	Cantilever	EB	at SR 423 exit (JYP)	4.83607872	3.005	SR 408	31	75008000	**4/14/2011**	LPA	2007
75S788	SR 408	Cantilever	EB	1/2 mi west of Kirkman Rd	6.747979392	4.193	SR 408	31	75008170	**4/11/2011**	LPA	2007
75S789	SR 408	Cantilever	WB	at Hiawassee Rd exit	7.034442624	4.371	SR 408	31	75008170	**4/18/2012**	LPA	2007
75S790	SR 408	Bridge/DMS	EB	Powers Dr	7.174455552	4.458	SR 408	31	75008170	**4/13/2011**	LPA	2007
75S791	SR 408	Bridge/DMS	-	West of Kirkman Rd	7.731288576	4.804	SR 408	31	75008170	**4/14/2011**	LPA	2007
75S792	SR 408	Bridge	-	East of Kirkman Rd	0.825593472	0.513	SR 408	31	75008000	**4/13/2011**	LPA	2007
75S793	SR 408	Bridge	-	West of Pine Hills Rd	1.586813184	0.986	SR 408	31	75008000	**4/13/2011**	LPA	2007

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S794	SR 408	Bridge/DMS	-	East of Pine Hills Rd near plaza	2.071225728	1.287	SR 408	31	75008000	**4/19/2011**	LPA	2007
75S795	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	2.2530816	1.400	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S796	SR 408	Cantilever	WB	west of Pines Hills Toll Plaza	2.30940864	1.435	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S797	SR 408	Cantilever	WB	at Pine Hills Toll Plaza	2.563684992	1.593	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S798	SR 408	Bridge/DMS	WB	Pine Hills Toll Plaza	2.763243648	1.717	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S799	SR 408	Bridge/DMS	-	East of Old Winter Garden Rd	3.172017024	1.971	SR 408	31	75008000	**3/9/2011**	LPA	2007
75S800	SR 408	Bridge	-	East of Mercy Dr	3.5405568	2.200	SR 408	31	75008000	**4/14/2011**	LPA	2007
75S801	SR 408	Bridge	EB	east of I-4 Viaduct	9.34224192	5.805	SR 408	31	75008000	**5/27/2011**	LPA	2007
75S802	SR 408	Cantilever	EB	between Anderson and Mills	9.625486464	5.981	SR 408	31	75008000	**5/26/2011**	LPA	2007
75S803	SR 408	Cantilever	EB	east of Summerlin	10.0181664	6.225	SR 408	31	75008000	**6/15/2011**	LPA	2007
75S804	SR 408	Cantilever	WB	between Mills and Summerlin	10.02621312	6.230	SR 408	31	75008000	**5/27/2011**	LPA	2007
75S805	SR 408	Cantilever	WB	off-ramp to Rosalind Ave	10.17105408	6.320	SR 408	31	75008000	**5/27/2011**	LPA	2007
75S806	SR 408	Cantilever	EB	east of Summerlin	10.18714752	6.330	SR 408	31	75008000	**6/15/2011**	LPA	2007
75S807	SR 408	Cantilever	WB	between Bumby and Mills	10.36417536	6.440	SR 408	31	75008000	**5/27/2011**	LPA	2007
75S808	SR 408	Bridge/DMS	-	East of Mills	10.41245568	6.470	SR 408	31	75008000	**5/27/2011**	LPA	2007
75S809	SR 408	Cantilever	WB	between Bumby and Mills	10.6216704	6.600	SR 408	31	75008000	**5/27/2011**	LPA	2007
75S810	SR 408	Cantilever	WB	at Mills off-ramp	10.76651136	6.690	SR 408	31	75008000	**5/26/2011**	LPA	2007
75S811	SR 408	Cantilever	EB	east of Mills	10.77455808	6.695	SR 408	31	75008000	**5/26/2011**	LPA	2007
75S812	SR 408	Cantilever	EB	at Bumby exit	10.96767936	6.815	SR 408	31	75008000	**5/26/2011**	LPA	2007
75S813	SR 408	Cantilever	WB	between Bumby and Mills	11.08838016	6.890	SR 408	31	75008000	**5/26/2011**	LPA	2007
75S814	SR 408	Bridge/DMS	WB	just west of Bumby	11.47462272	7.130	SR 408	31	75008000	**5/27/2011**	LPA	2007
75S815	SR 408	Cantilever	WB	between Primrose and Bumby	11.63555712	7.230	SR 408	31	75008000	**5/26/2011**	LPA	2007
75S816	SR 408	Cantilever	WB	between Crystal Lk and Primrose	12.03789312	7.480	SR 408	31	75008000	**5/26/2011**	LPA	2007
75S817	SR 417	Monotube	SB	SR 417 at International Dr	0	0.000	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S818	SR 417	Cantilever	NB	0.5 mile south of John Young	4.39350912	2.730	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S819	SR 417	Cantilever	NB	at Exit to John Young Pkwy	5.40739584	3.360	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S820	SR 417	Cantilever	NB	1.0 mile south of OBT	5.58442368	3.470	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S821	SR 417	Bridge	-	0.5 mile north of John Young Pkwy	7.58001024	4.710	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S822	SR 417	Cantilever	SB	1/2 mile north of John Young	9.22154112	5.730	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S823	SR 417	Cantilever	NB	1 mile south of Landstar Blvd	9.31810176	5.790	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S824	SR 417	Cantilever	SB	1 mile north of OBT	9.78481152	6.080	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S825	SR 417	Cantilever	SB	Landstar at SR 417	11.7482112	7.300	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S826	SR 417	Cantilever	NB	Landstar at SR 417	11.75142989	7.302	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S827	SR 417	Cantilever	SB	at exit to Landstar Blvd	12.34366848	7.670	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S828	SR 417	Cantilever	NB	Boggy Creek Rd at SR 417	17.42436749	10.827	SR 417	31	75301000	**9/19/2011**	Non-LPA	2007
75S829	SR 417	Cantilever	SB	exit to Boggy Creek	18.63620352	11.580	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S830	SR 417	Cantilever	SB	1/2 mile north of Boggy Creek	19.81102464	12.310	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S831	SR 417	Cantilever	SB	1.25 mile nouth of Boggy Creek	20.519136	12.750	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S832	SR 417	Cantilever	NB	1.0 mile south of Narcoossee	22.80440448	14.170	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S833	SR 417	Cantilever	NB	1/2 mile south of Narcoossee	23.54470272	14.630	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007

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75S834	SR 417	Cantilever	SB	Narcoossee Rd at SR 417	24.99633101	15.532	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S835	SR 417	Cantilever	NB	Narcoossee Rd at SR 417	24.81608448	15.420	SR 417	31	75301000	**9/20/2011**	Non-LPA	2007
75S836	SR 417	Cantilever	NB	1.0 mile south of SR 528	28.42101504	17.660	SR 417	31	75301000	**9/21/2011**	Non-LPA	2007
75S837	SR 417	Cantilever	NB	1/2 mile south of SR 528	29.49927552	18.330	SR 417	31	75301000	**9/21/2011**	Non-LPA	2007
75S838	SR 528	Cantilever	WB	1.5 mi east of SR-417	27.47150208	17.070	SR 528	31	75002000	**9/14/2011**	LPA	2007
75S839	SR 417	Cantilever	NB	417 at Curry Ford exit	5.35911552	3.330	SR 417	31	75301000	**9/15/2011**	Non-LPA	2007
75S840	SR 417	Cantilever	EB	Curry Ford at SR-417	5.8741056	3.650	C.Ford	31	75300000	**9/14/2011**	Non-LPA	2007
75S841	SR 417	Cantilever	WB	Curry Ford at SR 417	5.92238592	3.680	C.Ford	31	75300000	**9/14/2011**	Non-LPA	2007
75S842	SR 417	Cantilever	NB	417 just north of Curry Ford Rd	6.08332032	3.780	SR 417	31	75301000	**9/15/2011**	Non-LPA	2007
75S843	SR 417	Cantilever	SB	417 at exit to Curry Ford Rd	6.46956288	4.020	SR 417	31	75301000	**9/14/2011**	Non-LPA	2007
75S844	SR 417	Cantilever	SB	417 1/2 mi north of Curry Ford Rd	7.33860864	4.560	SR 417	31	75301000	**9/14/2011**	Non-LPA	2007
75S845	SR 417	Cantilever	SB	417 1 mile north of Curry Ford Rd	8.07890688	5.020	SR 417	31	75301000	**9/14/2011**	Non-LPA	2007
75S846	SR 417	Cantilever	SB	at 417 overpass from 408 to 417	10.63776384	6.610	SR 417	31	75300000	**9/9/2009**	Non-LPA	2007
75S847	SR 50	Cantilever	WB	0.1 mi east of SR 417	13.05177984	8.110	SR 50	31	75300000	**10/27/2012**	Non-LPA	2007
75S848	SR 408	Cantilever	EB	off-ramp to OBT	7.03283328	4.370	SR 408	31	75300000	**9/13/2011**	LPA	2007
75S849	SR 408	Cantilever	WB	off-ramp to OBT	7.11330048	4.420	SR 408	31	75008000	**9/13/2011**	LPA	2007
75S854	SR 417	Bridge/DMS	-	0.2 mi north of SR 535	0.28968192	0.180	SR 417	31	75301000	**8/30/2012**	Non-LPA	2008
75S855	SR 417	Bridge/DMS	-	1.7 mi south of JYP	3.00947328	1.870	SR 417	31	75301000	**8/30/2012**	Non-LPA	2008
75S856	SR 417	Bridge/DMS	-	1.2 mi north of Landstar Blvd	13.5989568	8.450	SR 417	31	75301000	**8/30/2012**	Non-LPA	2008
75S857	SR 417	Bridge/DMS	-	1.1 mi north of Boggy Creek Rd	19.10291328	11.870	SR 417	31	75301000	**8/31/2012**	Non-LPA	2008
75S858	SR 417	Bridge/DMS	-	1 mile south of Narcoossee Rd	23.48032896	14.590	SR 417	31	75301000	**8/31/2012**	Non-LPA	2008
75S859	SR 417	Bridge/DMS	-	1.2 mi north of SR 528	0.98169984	0.610	SR 417	31	75300000	**8/1/2012**	Non-LPA	2008
75S860	SR 417	Bridge/DMS	-	1 mile north of Curry Ford Rd	7.59610368	4.720	SR 417	31	75300000	**8/1/2012**	Non-LPA	2008
75S861	SR 417	Bridge/DMS	SB	SR 417 0.9 mi north of SR 50	14.43581568	8.970	SR 417	31	75300000	**8/2/2012**	Non-LPA	2008
75S862	SR 417	Bridge/DMS	-	1.1 mi north of University	18.44308224	11.460	SR 417	31	75300000	**8/12/2008**	Non-LPA	2008
75S863	SR 528	Bridge/DMS	-	0.75 west of Tradeport Dr	13.08396672	8.130	SR 417	31	75002000	**9/22/2012**	LPA	2008
75S864	SR 528	Bridge/DMS	-	0.5 mi east of SR 15	21.58130304	13.410	SR 528	31	75002000	**9/22/2012**	LPA	2008
75S865	SR 528	Bridge/DMS	-	0.5 mi west of Dallas Blvd	36.58038912	22.730	SR 528	31	75002000	**8/1/2012**	LPA	2008
75S866	SR 528	Bridge/DMS	-	0.8 mi east of SR 520	48.8291063	30.341	SR 528	31	75002000	**8/2/2012**	LPA	2008
75S868	SR 408	Bridge/DMS	-	0.5 mi west of Alafaya Trail	6.40518912	3.980	SR 408	31	75008160	**8/2/2012**	LPA	2008
75S869	SR 429	Bridge/DMS	-	1.0 mi south of US 441	62.65176192	38.930	SR 429	31	75320000	**9/19/2012**	Non-LPA	2008
75S870	SR 429	Bridge/DMS	-	.75 mi north of SR 438	50.72652288	31.520	SR 429	31	75320000	**9/19/2012**	Non-LPA	2008
75S871	SR 429	Bridge/DMS	-	1.7 mi south of Fl Turnpike	44.54664192	27.680	SR 429	31	75320000	**9/19/2012**	Non-LPA	2008
75S872	SR 429	Bridge/DMS	-	0.8 mi North of Seidel Rd	30.22348032	18.780	SR 429	31	75320000	**9/19/2012**	Non-LPA	2008
75S873	SR 408	Bridge/DMS	EB	SR 50 ramp to SR 408 EB	2.418844032	1.503	SR 408	31	75008170	**9/19/2012**	LPA	2008
75S874	SR 408	Bridge/DMS	-	At Old Winter Garden Rd	2.3335488	1.450	SR 408	31	75008170	**9/19/2012**	LPA	2008
75S875	SR 528	Bridge/DMS	-	0.2 mi west of Goldenrod Rd	18.33042816	11.390	SR 528	31	75002000	**8/1/2012**	LPA	2008
75S876	SR 528	Cantilever		0.75 mi west of Goldenrod Rd	12.89084544	8.010	SR 528	31	75002000	**9/25/2012**	LPA	2008
75S890	SR 417	Cantilever	SB	exit to International Dr	0.04828032	0.030	SR 417	31	75301000	**10/22/2012**	Non-LPA	2008
75S891	SR 417	Bridge	-	3 miles south of John Young Pkwy	0.7242048	0.450	SR 417	31	75301000	**2/18/2011**	Non-LPA	2009

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Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S892	SR 417	Bridge	-	2 miles south of John Young Pkwy	0.7242048	0.450	SR 417	31	75301000	**2/18/2011**	Non-LPA	2009
75S893	SR 417	Bridge	NB	at John Young Plaza	1.48059648	0.920	SR 417	31	75301000	**10/22/2012**	Non-LPA	2008
75S894	SR 417	Cantilever	NB	at John Young Plaza	1.64153088	1.020	SR 417	31	75301000	**10/22/2012**	Non-LPA	2008
75S895	SR 417	Cantilever	SB	at John Young Plaza	2.18870784	1.360	SR 417	31	75301000	**10/22/2012**	Non-LPA	2008
75S896	SR 417	Bridge	SB	at John Young Plaza	2.34964224	1.460	SR 417	31	75301000	**10/22/2012**	Non-LPA	2008
75S897	SR 417	Bridge	SB	near Hunter Vista Blvd	2.46229632	1.530	SR 417	31	75301000	**11/9/2010**	Non-LPA	2008
75S898	SR 417	Bridge	N/S	1 mile south of SR 423	2.46229632	1.530	SR 417	31	75301000	**11/9/2010**	Non-LPA	2008
75S899	SR 417	Bridge	-	0.8 mile north of Landstar Rd	13.14834048	8.170	SR 417	31	75301000	**11/8/2010**	Non-LPA	2008
75S900	SR 417	Bridge	-	2 miles south of Boggy Creek Rd	13.93691904	8.660	SR 417	31	75301000	**11/8/2010**	Non-LPA	2008
75S901	SR 417	Bridge	-	1.7 mile south of Boggy Creek Rd	14.53237632	9.030	SR 417	31	75301000	**11/21/2012**	Non-LPA	2008
75S902	SR 417	Cantilever		1.6 mile south of Boggy Creek Rd	14.70940416	9.140	SR 417	31	75301000	**11/21/2012**	Non-LPA	2008
75S903	SR 417	Cantilever		1.6 mile south of Boggy Creek Rd	14.78987136	9.190	SR 417	31	75301000	**11/8/2010**	Non-LPA	2008
75S904	SR 417	Cantilever		1.4 mile south of Boggy Creek Rd	15.0473664	9.350	SR 417	31	75301000	**11/21/2012**	Non-LPA	2008
75S905	SR 417	Bridge	-	1.3 mile south of Boggy Creek Rd	15.19220736	9.440	SR 417	31	75301000	**11/8/2010**	Non-LPA	2008
75S906	SR 417	Bridge	-	1 mile south of Boggy Creek Rd	15.691104	9.750	SR 417	31	75301000	**11/9/2010**	Non-LPA	2008
75S907	SR 417	Cantilever		0.5 mile south of Boggy Creek Rd	16.56014976	10.290	SR 417	31	75301000	**11/21/2012**	Non-LPA	2008
75S908	SR 417	Bridge	-	At exit to Boggy Creek Rd	16.84983168	10.470	SR 417	31	75301000	**10/22/2012**	Non-LPA	2008
75S909	SR 528	Bridge/DMS	-	0.6 mi east of SR 417	25.1862336	15.650	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S910	SR 528	Bridge/DMS	-	0.9 mi east of SR 417	25.70122368	15.970	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S911	SR 528	Cantilever	EB	1.1 mi east of SR 417	26.05527936	16.190	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S912	SR 528	Cantilever	WB	1.4 mi east of SR 417	26.50589568	16.470	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S913	SR 528	Bridge/DMS	WB	1.6 mi east of SR 417	26.84385792	16.680	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S914	SR 528	Bridge/DMS	WB	1.9 mi east of SR 417	27.23010048	16.920	SR 528	31	75002000	**10/5/2011**	LPA	2009
75S915	SR 528	Bridge	-	2.3 mi east of SR 417	27.88993152	17.330	SR 528	31	75002000	**10/5/2011**	LPA	2009
75S916	SR 528	Bridge	EB	0.2 mi east of SR 417	24.67124352	15.330	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S917	SR 528	Cantilever	EB	0.6 mi west of SR 15	19.84321152	12.330	SR 528	31	75002000	**10/7/2011**	LPA	2009
75S918	SR 528	Cantilever	EB	at exit to Narcoossee	20.34210816	12.640	SR 528	31	75002000	**10/7/2011**	LPA	2009
75S919	SR 528	Cantilever	EB	at SR 15 (Narcoossee)	20.63179008	12.820	SR 528	31	75002000	**10/7/2011**	LPA	2009
75S920	SR 528	Cantilever	WB	at SR 15 (Narcoossee)	20.64788352	12.830	SR 528	31	75002000	**10/7/2011**	LPA	2009
75S921	SR 528	Cantilever	WB	at Narcoossee	21.13068672	13.130	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S922	SR 528	Cantilever	WB	at exit to Narcoossee	21.45255552	13.330	SR 528	31	75002000	**10/6/2011**	LPA	2009
75S923	SR 528	Cantilever	WB	0.5 mi east of Goldenrod Rd	19.82711808	12.320	SR 528	31	75002000	**10/7/2011**	LPA	2009
75S924	SR 414	Bridge	-	1.3 Mile east of SR 429	6.50174976	4.040	SR 414	31	75340000	**2/28/2011**	Non-LPA	2009
75S925	SR 414	Cantilever	EB	EB 1.4 mile east of SR 429	6.30862848	3.920	SR 414	31	75340000	**2/28/2011**	Non-LPA	2009
75S926	SR 414	Cantilever	WB	WB 1.5 mile east of SR 429	6.08332032	3.780	SR 414	31	75340000	**2/28/2011**	Non-LPA	2009
75S927	SR 414	Cantilever	WB	WB 1.6 mile east of SR 429	5.98675968	3.720	SR 414	31	75340000	**2/28/2011**	Non-LPA	2009
75S928	SR 414	Bridge/DMS	EB	EB east of Mainline plaza	5.76145152	3.580	SR 414	31	75340000	**2/28/2011**	Non-LPA	2009
75S929	SR 414	Bridge/DMS	-	1.8 mile east of SR 429	5.48786304	3.410	SR 414	31	75340000	**2/28/2011**	Non-LPA	2009
75S930	SR 414	Bridge	-	1 mile west of Hiawassee Rd	4.95677952	3.080	SR 414	31	75340000	**2/18/2011**	Non-LPA	2009
75S931	SR 414	Cantilever	WB	WB at exit to Keene Rd	4.61881728	2.870	SR 414	31	75340000	**2/18/2011**	Non-LPA	2009

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FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S932	SR 414	Cantilever	EB	EB 0.5 mile west of Hiawassee	4.2647616	2.650	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S933	SR 414	Cantilever	WB	WB 0.5 mile east of Keene Rd	3.73367808	2.320	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S934	SR 414	Cantilever	EB	EB at exit to Hiawassee Rd	0.7242048	0.450	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S935	SR 414	Cantilever	WB	WB 1.0 mile east of Keene Rd	2.9772864	1.850	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S936	SR 414	Cantilever	EB	EB 1.0 mile west of SR 441	2.2530816	1.400	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S937	SR 414	Cantilever	WB	WB at exit to Hiawassee Rd	2.22089472	1.380	SR 414	31	75340000	2/18/2011	Non-LPA	2009
75S938	SR 414	Cantilever	WB	WB at ramp to SR 429 north	8.1271872	5.050	SR 414	31	75340000	3/3/2011	Non-LPA	2009
75S939	SR 414	Bridge	-	0.5 mile east of ramp to SR 429	7.45126272	4.630	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S940	SR 414	Bridge	-	0.75 mile east of ramp to SR 429	7.06502016	4.390	SR 414	31	75340000	2/28/2011	Non-LPA	2009
75S941	SR 429	Cantilever	SB	at exit to SR 414	61.52522112	38.230	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S942	SR 429	Cantilever	SB	0.5 mile north of SR 414	62.29770624	38.710	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S943	SR 429	Cantilever	SB	1.0 mile north of SR 414	63.15065856	39.240	SR 429	31	75320000	3/3/2011	Non-LPA	2009
75S944	SR 408	Cantilever	EB	0.1 mi east opf ConrwayRd	13.74379776	8.540	SR 408	31	75008000	3/17/2011	LPA	2009
75S945	SR 408	Bridge/DMS	-	0.3 mile east of Conway	14.0012928	8.700	SR 408	31	75008000	3/17/2011	LPA	2009
75S946	SR 408	Bridge	-	Between Andes and Conway Toll	14.30706816	8.890	SR 408	31	75008000	3/17/2011	LPA	2009
75S947	SR 408	Cantilever		0.1 mile west of Andes Ave	14.5645632	9.050	SR 408	31	75008000	3/7/2011	LPA	2009
75S948	SR 408	Cantilever	EB	0.1 mile east of Andes Ave	14.54846976	9.040	SR 408	31	75008000	3/17/2011	LPA	2009
75S949	SR 408	Bridge/DMS	WB	Andes Ave	14.77377792	9.180	SR 408	31	75008000	3/17/2011	LPA	2009
75S950	SR 408	Bridge	-	Between Andes and Mercado	15.01517952	9.330	SR 408	31	75008000	3/29/2011	LPA	2009
75S951	SR 408	Bridge	-	Between Semoran and Yucatan	15.75547776	9.790	SR 408	31	75008000	3/17/2011	LPA	2009
75S952	SR 408	Cantilever	WB	at Semoran exit	15.91641216	9.890	SR 408	31	75008000	3/16/2011	LPA	2009
75S953	SR 408	Cantilever	EB	0.1 mile east of Yucatan	16.1739072	10.050	SR 408	31	75008000	3/17/2011	LPA	2009
75S954	SR 408	Cantilever	EB	0.1 mile east of Oxilas	16.6567104	10.350	SR 408	31	75008000	3/16/2011	LPA	2009
75S955	SR 408	Cantilever	WB	0.7 mile east of SR 436	16.67280384	10.360	SR 408	31	75008000	3/16/2011	LPA	2009
75S956	SR 408	Bridge/DMS	-	0.6 mile west of SR 551	16.9785792	10.550	SR 408	31	75008000	3/16/2011	LPA	2009
75S957	SR 408	Cantilever		0.2 mile west of exit to SR 551	17.28435456	10.740	SR 408	31	75008000	3/29/2011	LPA	2009
75S958	SR 408	Cantilever	WB	WB ramp SR 436 SB	15.57844992	9.680	SR 408	31	75008000	3/16/2011	LPA	2009
75S959	SR 408	Butterfly	EB	off-ramp to Andes Ave	14.33925504	8.910	SR 408	31	75008000	3/9/2011	LPA	2009
75S960	SR 408	Butterfly	WB	ramp to SR 436	15.90031872	9.880	SR 408	31	75008000	3/11/2011	LPA	2009
75S961	SR 408	Butterfly	EB	on-ramp from Yucatan Dr	16.19000064	10.060	SR 408	31	75008000	3/11/2011	LPA	2009
75S966	SR 414	Bridge	EB	Eon-ramp from Hiawassee Rd	2.62323072	1.630	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S967	SR 414	Bridge	WB	WB off-ramp from Hiawassee	2.59104384	1.610	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S968	SR 414	Bridge	WB	WB off-ramp to Keane Rd	4.87631232	3.030	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S969	SR 414	Bridge	EB	EB on-ramp from Keane Rd	4.89240576	3.040	SR 414	31	75340000	4/13/2011	Non-LPA	2009
75S970	SR 528	Cantilever	WB	on-ramp t SR 436	16.80155136	10.440	SR 528	31	75002043	5/5/2011	LPA	2009
75S971	SR 528	Cantilever	EB	0.2 mile east of SR 436	17.02685952	10.580	SR 528	31	75002000	5/5/2011	LPA	2009
75S972	SR 528	Cantilever	WB	exit to SR 436	17.09123328	10.620	SR 528	31	75002000	5/5/2011	LPA	2009
75S973	SR 528	Cantilever	WB	exit to SR 436	17.25216768	10.720	SR 528	31	75002000	5/5/2011	LPA	2009
75S974	SR 528	Bridge	EB	on-ramp to SR 436	16.30265472	10.130	SR 528	31	75002017	5/5/2011	LPA	2009
75S975	SR 436	Bridge	NB	SR 436 at ramp to EB 528	16.54405632	10.280	SR 528	31	75002034	5/6/2011	LPA	2009

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FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S976	SR 436	Cantilever	NB	at ramp to SR 528 WB	16.54405632	10.280	SR 528	31	75002035	5/6/2011	LPA	2009
75S977	SR 436	Cantilever	SB	at ramp to SR 528 EB	16.47968256	10.240	SR 528	31	75002036	5/6/2011	LPA	2009
75S978	SR 528	Cantilever	SB	at ramp to EB SR 528	16.47968256	10.240	SR 528	31	75002036	5/6/2011	LPA	2009
75S979	SR 414	Bridge	-	EB/WB 1/2 mi west of SR 441	1.73809152	1.080	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S980	SR 414	Bridge	-	EB/WB 1/4 mi west of SR 441	1.09435392	0.680	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S981	SR 414	Cantilever	EB	EB at exit to SR 441	0.69201792	0.430	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S982	SR 414	Bridge	-	1 mile east of Hiawassee Rd	0.5632704	0.350	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S983	SR 414	Cantilever	WB	WB at exit to SR 441	0.04828032	0.030	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S984	SR 414	Bridge/DMS	-	1/4 mile east of SR 441	0.01609344	0.010	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S985	SR 414	Cantilever	NB	NB SR 441 at ramp to EB SR 414	10.83088512	6.730	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S986	SR 414	Cantilever	SB	SB SR 441 at ramp to EB SR 414	10.95963264	6.810	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S987	SR 414	Cantilever	SB	SB SR 441 at ramp to WB SR 414	11.1849408	6.950	SR 414	31	75340000	6/16/2011	Non-LPA	2009
75S988	SR 414	Cantilever	WB	WB SR 414 off-ramp SR 441	0.33796224	0.210	SR 414	31	75340000	6/28/2011	Non-LPA	2009
75S990	SR 417	Cantilever	NB	SR 417 at Narcoossee Rd	24.79999104	15.410	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S991	SR 417	Cantilever	NB	SR 418 0.2 mile S of Moss Pk Rd	26.10355968	16.220	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S992	SR 417	Cantilever	NB	SR 417 at exit to Moss Pk Rd	26.42542848	16.420	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S993	SR 417	Cantilever	SB	SR 417 0.5 mi N of Narcoossee	26.50589568	16.470	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S994	SR 417	Cantilever	SB	SR 417 1.25 mi N of Narcoossee	27.56806272	17.130	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S995	SR 417	Cantilever	SB	Sr 417 at exit to Moss Pk Rd	28.01867904	17.410	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S996	SR 417	Cantilever	SB	SR 417 0.5 mi N of Moss Pk Rd	28.50148224	17.710	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S997	SR 417	Cantilever	SB	0.75 mi N of Moss Pk Rd	29.25787392	18.180	SR 417	31	75301000	11/29/2011	Non-LPA	2009
75S998	SR 417	Cantilever	EB	Moss Pk at SR 417	27.26228736	16.940	SR 417	31	75301000	11/30/2011	Non-LPA	2009
75S999	SR 417	Cantilever	WB	Moss Pk at SR 417	27.23010048	16.920	SR 417	31	75301000	11/30/2011	Non-LPA	2009
				FDOT SIGNS								
75S316	SR 417	Bridge	-	At International Dr	FDOT		SR 417	1			Non-LPA	
75A020	SR 50	Cantilever	EB	SR 50 at SR 417	FDOT		SR 417	1	75060000	12/27/2011	FDOT	2009
75A021	SR 50	Cantilever	EB	SR 50 at SR 417	FDOT		SR 417	1	75060000	12/27/2011	FDOT	2009
75Axxx	SR 15	Cantilever	NB	Narcoossee Rd at SR 528	FDOT		SR 15	1			FDOT	
75Axxx	SR 15	Cantilever	SB	Narcoossee Rd at SR 528	FDOT		SR 15	1			FDOT	
75S025	SR 436	Bridge	NB	SR 436 just north of SR 528	FDOT			1				
75S399	SR 408	Cantilever	NB	JYP/423 at EB SR-408	FDOT		SR 408	1	75008000	10/6/2009	Non-LPA	0
75S401		Bridge	-	SB Boggy Creek at SR 528	FDOT		SR 528	1			FDOT	1997
75S400	SR 408	Cantilever	SB	JYP/423 at WB SR-408	FDOT		SR 408	1	75008000	10/6/2009	Non-LPA	0
75S451	SR 417	Cantilever	NB	JYP at SR 417	FDOT	3.570	SR 417	1	75301000	4/19/1999	Non-LPA	
75S452	SR 417	Cantilever	SB	JYP at SR 417	FDOT	3.620	SR 417	1	75301000	4/19/1999	Non-LPA	
75S485	SR 408	Cantilever	NB	Kirkman at EB 408 on-ramp	FDOT		SR 408	1	75008000		LPA	
75S524	SR 441	Cantilever	SB	0.2 mile north of SR 429	FDOT		SR 429	1			FDOT	2000

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FDOT Inventory Spreadsheet
OOCEA Signs on Toll Roads 004/28/11

Sign #	Facility	Structure Type	Dir	Location	Kmpost	MP	Featint	Owner	Lrsinvrt	Lastinsp	LPA/Non-LPA	Yr Install
75S618	SR 50	Cantilever	EB	SR 50 at SR 429	**FDOT**	6.004	SR 429	**1**	75050000	**2/24/2005**	FDOT	2003
75S847	SR 50	Cantilever	WB	SR 50, 0.1 mi east of SR 417	**FDOT**	8.111	SR 50	**1**	75300000	**10/27/2011**	Non-LPA	
75S964	SR 441	Cantilever	SB	441 1/2 mile north of SR 417	**FDOT**	2.310	SR 441	**1**	75010000	**4/9/2009**		2009
75S965	SR 441	Cantilever	NB	441 1/2 mile south of SR 417	**FDOT**	1.110	SR 441	**1**	75010000	**4/9/2009**		2009
									503	OOCEA Signs		
									17	FDOT Signs		

EXHIBIT B
METHOD OF COMPENSATION

DISTRICTWIDE SIGN AND IIIGHMAST LIGHTPOLE INSPECTION
FINANCIAL PROJECT ID NO.: 412456-1-72-06

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 Services and the method by which payments will be made.

2.0 COMPENSATION:

For satisfactory completion of services authorized under this Agreement, the Department will pay the Consultant a Total Maximum Limiting Amount not to exceed $1,020,000.00. It is agreed that this amount will be the limit of all compensation due the Consultant for completion of the services detailed in Exhibit "A".

The following firm is subject to a contract fee limit up to but less than $250,000 for the term of the Agreement: *Global Rental Co., Inc.* This contract fee limitation may be removed at such time as the subconsultant firm submits an FDOT approved overhead audit performed by an independent CPA.

2.1 Summary of Compensation

The total Maximum Limiting Amount will include the elements defined in Table 1 below:

Table 1: Summary of Compensation		
Ayres Associates, Inc.	Initial Cantilever-Butterfly	$124,312
	Initial span-Truss	$73,930
	Routine Cantilever-Butterfly	$ 253,849
	Routine HMLP	$114,646
	Routine Span-Truss	$109,736
	Trail-Blazer Mast Arm	$39,201
Kisinger Campo &Associates, Corp.	Routine Cantilever-Butterfly	$89,248
	Routine Span-Truss	$65,730
OM Engineering Associates, Inc.	Routine Cantilever-Butterfly	$13,320
	Routine Span-Truss	$58,028
Global Rental Co., Inc.	Bucket Truck Rental	$78,000
	Total Limit Amount	$1,020,000

2.2 Details Of Compensation

LIMITING AMOUNT ELEMENTS

For the following elements which are established as limiting amounts, the Department 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.

Inspection Services: (LA-4, Table 6): Subject to the limiting amount, the consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment will be made based on approved units completed during the billing period.

Maintenance of Traffic: (LA-4, Table 6): Subject to the limiting amount, the consultant will be compensated for these services based on the rates provided in Table 6 of Section 5.0. No multipliers will be applied to these rates. Payment will be made based on approved units completed during the billing period.

3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at intervals not less than monthly or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's Consultant Invoice Transmittal System (CITS). The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

Monthly, at the time of invoice submittal, the Consultant will report subconsultant payments through the Department's Equal Opportunity Reporting System on the Internet. Failure to submit a properly completed report may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will submit a final subconsultant payment report. The Consultant will pay all subconsultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within five working days of receipt of either the services or invoice, which ever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform or have performed, an audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

4.2 Certificate of Completion

If necessary, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference.

Upon execution of the Certificate of Completion, the Consultant will submit either a termination invoice for an amount due or a refund to the Department for the overpayment, provided the net difference is not zero.

5.0 COMPENSATION RATES

The following table is provided for definition of contractual rates.

Table 6, Loaded Billing Rates:

Table 6
LOADED BILLING RATES

No multipliers will be added to the following rates.

CONSULTANT	ITEM	UNIT	HOURLY RATE
Ayres Associates, Inc.	Routine Cantilever-Butterfly	Unit	$701.24
	Initial Cantilever-Butterfly	Unit	$796.87
	Routine Span-Truss	Unit	$806.88
	Initial span-Truss	Unit	$912.72
	Routine HMLP	Unit	$442.65
	Trail-Blazer Mast Arm	Unit	$400.01
Kisinger Campo &Associates, Corp.	Routine Cantilever-Butterfly	Unit	$697.25
	Initial Cantilever-Butterfly	Unit	$795.42
	Routine Span-Truss	Unit	$801.58
	Initial span-Truss	Unit	$912.08
	Routine HMLP	Unit	$439.83
	Trail-Blazer Mast Arm	Unit	$399.98
OM Engineering Associates, Inc.	Routine Cantilever-Butterfly	Unit	$701.05
	Initial Cantilever-Butterfly	Unit	$796.39
	Routine Span-Truss	Unit	$805.94
	Initial span-Truss	Unit	$911.82
	Routine HMLP	Unit	$442.55
	Trail-Blazer Mast Arm	Unit	$400.00
Global Rental Co., Inc.	Bucket Truck Rental	Week	$750.00

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF Florida

COUNTY OF Hillsborough

BEFORE ME, this day, personally appeared Hisham N. Sunna, (Contractor's Name)
who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 337.11(11) F.S.

Hisham Nasim Sunna
(Contractor's Signature)

Typed Name: Hisham N. Sunna, PhD, PE

Position: Vice President

Company Name: Ayres Associates Inc

Company Address: 3875 Hadley River Pkwy, Ste 200
Tampa, FL 33637

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

****

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 29th of July, 2013 by
(Date)

Hisham N. Sunna,
(Name of Officer or agent, title of officer or agent)

of Ayres Associates Inc., a
(Name of Corporation acknowledging)

Wisconsin corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced N/A - personally known
(Type of identification)

as identification and did (did not) take an oath.

Katherine Francisco Notary Public, Commission No.

Katherine Francisco (Name of Notary typed, printed or stamped)

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

KATHERINE FRANCISCO
Notary Public - State of Florida
My Comm. Expires Aug 17, 2016
Commission # EE 222152
Bonded Through National Notary Assn.

(SEAL ABOVE)

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: May 31, 2016

SUBJECT: Approval of First Contract Renewal Agreement with Jorgensen Contract Services, LLC for S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services – Contract No. 000761

Board approval is requested for the first renewal of the referenced contract with Jorgensen Contract Services, LLC, (JCS) for a one year period, beginning July 1, 2016, in the amount of $3,397,905.60. The original Contract was for five years with five 1-year renewals.

Under this renewal JCS will continue to provide routine maintenance of, and administration and management services related to, roadway and bridges along S.R. 408, S.R. 417, S.R. 528, and S.R. 551. The terms and conditions of the original Contract will remain unchanged.

Original Contract Amount (5 years)	$16,989,528.00
Supplemental Agreement No. 1	$ 317,390.39
Supplemental Agreement No. 2	$ 45,100.00
Supplemental Agreement No. 3	$ 1,097.03
Supplemental Agreement No. 4	$ 25,000.00
This First Renewal	$ 3,397,905.60
Total Contract Amount	$20,776,021.02

Reviewed by: _____
Claude Miller
Director of Maintenance

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

WWW.CFXWAY.COM

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000761

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 16th day of June, 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Jorgensen Contract Services, LLC, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 1, 2011, whereby CFX retained the Contractor to perform roadway and bridge maintenance services on S.R. 408, S.R. 417, S.R. 528, and S.R. 551; 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 1st day of July, 2016 and ending the 30th day of June, 2017 at the cost of $3,397,905.60, 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 June 30, 2016, 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 Agreement ending June 30, 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.

JORGENSEN CONTRACT SERVICES, LLC

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for CFX

JORGENSEN

Maintaining the World Around You

May 20, 2016

Claude Miller
Director of Maintenance
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Subject: **JCS 1st Option Renewal Proposal for Contract # 000761**

Claude,

Jorgensen Contract Services, LLC (JCS) is pleased to extend its intent to renew the current Central Florida Expressway Asset Maintenance Contract # 000761 for SR 417, S.R. 528, SR 408 and S.R. for the up-coming first renewal period. Find below our proposed lump sum pricing for this renewal, I am willing to meet with you to further discuss should the need arise.

Reduce Bi Annual Fertilizer application to once a year. Move that money to a work order allowance; $53,798.16

Annual Renewal price $3,397,905.60

This notification serves as our response to your request; please forward any further contract documentation to our attention.

We look forward to continuing our business relationship with Central Florida Expressway Authority.

If you have any other questions please do not hesitate to contact us at (352) 432-3949.

Sincerely,

John McPherson
Vice President

Bond No. 30BSBFT9452

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services
Contract No. 000761
Supplemental Agreement No. 4

This Supplemental Agreement No. 4 entered into this 22nd day of February, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. In the Scope of Services, CFX wishes to delete the language in the third and fourth paragraphs in subarticle 5.8.2 in their entirety and insert the following new language in their place:

"The FDOT will conduct MRP ratings for CFX every four months on S.R. 408, S.R. 417 and S.R. 528. Beginning with the first four-month period, CFX will withhold from monies due the Contractor an amount equal to one percent (1%) of the cumulative amount of four months payments for each point below an overall maintenance rating of 91. CFX will withhold from monies due the Contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four months payments for each point below 89 on any element rating. CFX will withhold from monies due the Contractor and amount equal to one-quarter of one percent (.25%) of the cumulative amount of four months payments for each percentage point below 80 on any characteristic rating.

The monies withheld by CFX will be placed in the Work Order Allowance for use at CFX's sole discretion to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX."

2. CFX wishes to insert the following new language in the Method of Compensation:

"3.3 A Work Order Allowance in the amount of $25,000.00 has been established by CFX and included in the Contract amount to cover the cost of additional work. Any amount remaining in the Work Order Allowance at the end of the Contract term will remain the property of CFX. Payment for work completed by the Contractor and accepted by CFX under the Work Order Allowance will be made not more than once monthly. No work paid for under the Work Order Allowance shall be performed until

written authorization is given, or forwarded via email, to the Contractor by the Director of Maintenance or his designated representative."

3. CFX wishes to increase the Contract amount by $25,000.00 with no increase on the Contract time.

4. The Contractor hereby agrees to the above changes and the increase on the Contract amount with no increase in the Contract time.

5. CFX and the Contractor agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

6. This Supplemental Agreement No. 4 is necessary to delete the retainage process and add a Work Order Allowance to the Contract.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 4

Amount of Changes to this document: $25,000.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

"CFX":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 3-4-16

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: _____

Print Name: **Douglas W. Selby**

Title: **President**

Attest: _____ (Seal)
Secretary

Date: **March 1, 2016**

Bond No. 30BSBFT9452

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services
Contract No. 000761
Supplemental Agreement No. 3

20 AUG '15 AM 9:18

This Supplemental Agreement No. 3 entered into this 13th day of August, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. The Authority is deducting the amount of $35,983.64 from the Contract amount. This amount represents the balance due the Authority because the "annual" calculated retainage is more than the retainage being held by the Authority based on the maintenance rating program score as detailed in Article 5.8, Evaluation and Acceptance of Work, in the Scope of Services.

2. The Authority wishes to have the following additional services performed by the Contractor for the amounts shown with no increase in the Contract time:

   A. Perform necessary services to tie underdeck lighting into the existing roadway lighting system at SR 417 and Rhode Island Woods Boulevard as detailed on the attached Exhibit B-1 in the amount of $16,871.14.

   B. Remove, furnish and install existing guardrail along WB SR 528 at Farm Access Road and the Econlockhatchee River Bridge as detailed on the attached Exhibit B-2 in the amount of $11,388.00.

   C. Fabricate and mount Fire Department reflective marker panels/plaques at existing stand pipe locations as detailed on the attached Exhibit B-3 in the amount of $8,821.53.

5. The Contractor hereby agrees to the above changes and associated deductions or additional compensation.

6. The Authority and Contractor 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 amendments thereto, 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 Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 3

Amount of Changes to this document: $1,097.03

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

"Authority":

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 8/28/15

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: _____

Print Name: **Douglas W. Selby**

Title: **President**

Attest: _____ (Seal)

Date: **August 19, 2015**

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____ for

RECEIVED
CONTRACTS DEPT
8/28/15
SIGNATURE / DATE

INVOICE

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

Exhibit B-1

DATE	JCS PROPOSAL
6/15/2015	6151501

Client/Customer Name and Address
Attn: Steve Geiss Central Florida Expressway Authority 4974 ORL Tower Rd Orlando, FL 32807

Work Location
SR 417 Road Island Woods Blvd

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
5/20/2015	Dig trench and install new conduit, wiring, and all materials for new electric service to underdeck lighting.	MHR	96	$ 110.00	$ 10,560.00
5/20/2015	Pull boxes, 2" schedule 40 PVC, #6 copper wiring 3000LF, jet line, and all miscellaneous materials	LS	1	each	$ 3,320.00
5/20/2015	24" Track Trencher Walk Behind	LS	1	each	$ 215.14
6/15/2015	Material Markup	%	1	20%	$ 664.00
6/15/2015	Overhead and Profit Markup	%	1	20%	$ 2,112.00
	Support documentation available upon request.				
				GRAND TOTAL	$ 16,871.14

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

INVOICE

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

Exhibit B-2

DATE	JCS PROPOSAL
7/15/2015	7151501

Client/Customer Name and Address
Attn: Steve Geiss Central Florida Expressway Authority 4974 ORL Tower Rd Orlando, FL 32807

Work Location
528 Farm access rd. and 528 Econ. River

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
6/18/2015	Skilled Labor Hours Including Support Vehicle	MHr	20	$ 110.00	$ 2,200.00
6/30-7/1-15	Update Flared End Assy to FDOT Specs	LS	1	each	$ 5,000.00
6/30-7/1-15	MOT Lane closure	LS	1	each	$ 1,570.00
6/30-7/1-15	FHP Traffic Control	LS	1	each	$ 720.00
7/15/2015	Overhead & Profit Mark-UP	%	1	20%	$ 1,898.00
		GRAND TOTAL		$	11,388.00

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

INVOICE

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

Exhibit B-3

DATE	JCS PROPOSAL
6/17/2015	9291401

Client/Customer Name and Address
Attn: Steve Geiss Central Florida Expressway Authority 4974 ORL Tower Rd Orlando, FL 32807

Work Location
CFX/ Fire Department Plaque Installation @ 408 EB and WB

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
9/13 to 9/29/14	Skilled Labor Hours Including Support vehicles	MHR	58	$ 110.00	$ 6,380.00
9/15/2014	Plaques and Installation hardware	LS	1	each	$ 971.28
6/16/2015	Material Markup	%	1	20%	$ 194.25
6/16/2015	Overhead and Profit Markup	%	1	20%	$ 1,276.00
	Support documentation available upon request.				
				GRAND TOTAL	$ 8,821.53

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services
Contract No. 000761
Supplemental Agreement No. 2

This Supplemental Agreement No. 2 entered into this 22nd day of July, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. The Authority wishes to have the following additional services performed by the Contractor for the amounts shown with no increase in the Contract time:

   A. Paint the MSE wall at the Hunter Vista bridge at S.R. 417 as detailed on the attached Exhibit A-1 in the amount of $21,670.00.

   B. Paint the MSE wall at the Town Loop Boulevard bridge at S.R. 417 as detailed on the attached Exhibit A-2 in the amount of $23,430.00.

2. The Contractor hereby agrees to the above changes and associated additional compensation.

3. The Authority and Contractor 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 amendments thereto, 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 Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 2 is necessary to authorize painting of MSE walls at two locations in response to local residents' complaints about the appearance of the walls.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 2

Amount of Changes to this document: $45,100.00

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: 7/31/14

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: _____

Print Name: Douglas W. Selby

Title: President

Attest: Donna M. Morgan (Seal)

Date: 7/29/14

RECEIVED
CONTRACTS DEPT
CS 8/1/14
SIGNATURE / DATE

INVOICE

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
7/17/2014	071714ORL002

Client/Customer Name and Address
ATTENTION: STEVE GIESS CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807

Work Location
Bridge Painting SR 417 and Hunter's Vista

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
7/17/2014	Pressure Cleaning and Painting Hunter Vista Bridge at SR 417	LS	1	$19,700.00	$ 19,700.00
7/17/2014	Overhead & Profit Markup		1	10%	$ 1,970.00
		GRAND TOTAL		$	21,670.00

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

INVOICE

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
7/17/2014	071714ORL001

Client/Customer Name and Address
ATTENTION: STEVE GIESS CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807

Work Location
Bridge Painting SR 417 and Town Loop Blvd Bridge

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
7/17/2014	Pressure Washing and Repainting Town Loop Blvd Bridge	LS	1	$21,300.00	$ 21,300.00
7/17/2014	Overhead & Profit Markup		1	10%	$ 2,130.00
		GRAND TOTAL		$	23,430.00

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services
Contract No. 000761
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 9th day of June, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and JORGENSEN CONTRACT SERVICES, LLC, (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated July 1, 2011, for roadway and bridge maintenance services pertaining to S.R. 408, S.R. 417, S.R. 528, and S.R. 551.

1. The Authority wishes to add 169.58 acres to the area to be mowed by the Contractor. This acreage is located in the immediate vicinity of ramp toll plazas and shall be mowed by the Contractor until the completion of the initial Contract term for an increase in the Contract amount of $634,379.98, as detailed in the attached Exhibit A, with no increase in Contract time.

2. The Authority is deducting the amount of $80,757.40 from the Contract amount. This amount represents the balance due the Authority because the "annual" calculated retainage is more than the retainage being held by the Authority based on the maintenance rating program score as detailed in Article 5.8, Evaluation and Acceptance of Work, in the Scope of Services.

3. The Authority is deducting the amount of $298,659.01 from the Contract amount which amount represents the cost of three (3) applications of turf fertilizer that were not applied by the Contractor as required by the Scope of Services.

4. The Authority wishes to have the following additional services performed by the Contractor for the amounts shown with no increase in the Contract time:

   A. Install new conduit and conductors at the Rouse Road ramp toll plaza on S.R. 408 to eliminate a utility conflict with Duke Energy as detailed on the attached Exhibit B-1 in the amount of $6,132.07.

   B. Replace two Authority-owned transformers at the landscape feature at S.R. 417 and International Drive as detailed on the attached Exhibit B-2 in the amount of $13,465.30.

   C. Perform necessary repairs to roadway lighting on S.R. 408 from Chickasaw Trail to Goldenrod Road in the construction zone for Project No. 253D-D2 as detailed on the attached Exhibit B-3 in the amount of $2,975.00.

D. Reset the bridge bearing pad on the west end of the S.R. 408 bridge over Old Winter Garden Road as detailed on the attached Exhibit B-4 in the amount of $11,207.12.

E. Remove and replace a section of S.R. 408 bridge deck at the westbound exit to Orange Avenue to halt further degradation of the bridge structure as detailed on the attached Exhibit B-5 in the amount of 9,636.16.

F. Remove existing roadway signing and furnish and install new roadway signing at S.R. 408 and Mills Avenue, and S.R. 417 and Landstar Boulevard as detailed on the attached Exhibit B-6 in the amount of $19,011.17.

5. The Contractor hereby agrees to the above changes and associated deductions or additional compensation.

6. The Authority and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: S.R. 408, S.R. 417, S.R. 528, and S.R. 551 Roadway and Bridge Maintenance Services

Contract No. 000761

Supplemental Agreement No. 1

Amount of Changes to this document: $317,390.39

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

"Authority":

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 6/27/14

"Contractor":

JORGENSEN CONTRACT SERVICES, LLC

By: _____

Print Name: **Douglas W. Selby**

Title: **President**

Attest: _____ (Seal)

Date: 6-23-14

Approved as to form and execution, only.

General Counsel for the AUTHORITY

_____

Exhibit A

Landscape Maintenance Roadside / Slope Mowing , Fertilization Transferred to Asset Management

Prepared: BVD 5/14/14

The following is a description of the Roadside and Slope Mowing tasks and costs that were removed from the OOCEA Landscape Maintenance Services contracts and subsequently assigned to the OOCEA Asset Management contracts

S.R. 528, S.R. 429 transferred to Asset Management on 6/1/2012
S.R. 408, S.R. 417 transferred to Asset Management on 6/1/2012

	S.R. 408	S.R. 417	S.R. 528	S.R. 429	
Roadside / Tollbooth Mowing (14 Cycles / Yr) (Mowing, Edging, Trimming)					
Acres	51.49	27.32	46.83	16.41	
Cost / Acre	$ 70.00	$ 70.00	$ 70.00	$ 70.00	
Cost / Cycle	$ 3,604.30	$ 1,912.40	$ 3,278.10	$ 1,148.70	
Cost / Year	$ 50,460.20	$ 26,773.60	$45,893.40	$ 16,081.80	
Slope Mowing (9 Cycles / Yr) (Mowing, Edging, Trimming)					
Acres	22.22	8.06	13.66	0.46	
Cost / Acre	$ 85.00	$ 85.00	$ 85.00	$ 85.00	
Cost / Cycle	$ 1,888.70	$ 685.10	$ 1,161.10	$ 39.10	
Cost / Year	$ 16,998.30	$ 6,165.90	$10,449.90	$ 351.90	
Litter Pick Up (14 Cycles/yr)					
Acres	73.71	35.38	60.49	16.87	
Cost / Acre	$ 8.30	$ 8.30	$ 8.30	$ 8.30	
Cost / Cycle	$ 611.79	$ 293.65	$ 502.07	$ 140.02	
Cost / Year	$ 8,565.10	$ 4,111.16	$ 7,028.94	$ 1,960.29	
Contractor	Commercial	Commercial	Vila & Son	Vila & Son	
Roadway Total / Yr	$ 76,023.60	$ 37,050.66	$63,372.24	$ 18,393.99	
JCS 49 mo	$ 720,489.86		ICA 37 mo	$56,714.81	
	$ 144,097.97			$11,342.96	
	$ 864,587.83	169.58 ac		$68,057.78	$ 932,645.61
19 mo	$ 279,373.62				
	$ 55,874.72				
	$ 335,248.34				
Negotiated Amt=	$ 634,379.98	73% factor	Factored Amount=	$ 49,936.50	$ 684,316.48 Total Cost Moving forward
					$ 1,105,356.96 Total Cost Previously for same period
					38% Savings

Exhibit B-1

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
5/23/2013	123113003

Client/Customer Name and Address
ATTN: STEVE GEISS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807

Work Location & Description
SR 408 AT ROUSE ROAD EAST BOUND ON RAMP FURNISH AND INSTALL ALL LABOR, EQUIPMENT, AND MATERIALS TO REROUTE THE EXISTING MAIN TOLL PLAZA CONDUCTORS TO ACCOMIDATE THE INSTALLATION OF UNDERGROUND DRAINAGE PIPING INSTALLED BY OTHERS.

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
5/22/2013	JOURNEYMAN LABOR	HOURLY	12	$ 110.00	$ 1,320.00
5/23/2013	JOURNEYMAN LABOR	HOURLY	30.5	$ 110.00	$ 3,355.00
5/22/2013	EQUIPMENT RENTAL DITCH WITCH TRENCHER	DAILY	1	$ 210.00	$ 210.00
5/22/2013	EQUIPMENT RENTAL TILLER TRAILER	DAILY	1	$ 42.00	$ 42.00
5/23/2013	MATERIALS 3" CONDUIT	PER FOOT	60	$ 2.40	$ 144.00
5/23/2013	MATERIALS 3" SWEEPS	PER EACH	4	$ 4.89	$ 19.56
5/23/2013	MATERIALS SPLICE CONNECTORS 1.0	PER EACH	3	$ 6.50	$ 19.50
5/23/2013	MATERIALS & EQUIPMENT MARKUP		1	20%	$ 87.01
5/23/2013	OVERHEAD AND PROFIT MARKUP		1	20%	$ 935.00
		GRAND TOTAL		$	6,132.07

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

Exhibit B-2

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
1/9/2013	10914001

Client/Customer Name and Address
ATTENTION: STEVE GIESS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807

Work Location
FURNISH AND INSTALL TWO NEW TRANSFORMERS AND ELECTRICAL COMPONENTS FOR IRRIGATION LOCATED ON THE SR 417 AT INTERNATIONAL DRIVE WORK INCLUDES DISMANTLING EXISTING TRANSFORMERS, INSTALLING NEW WEATHER PROOF TRANSFORMERS, PULLING NEW CONDUCTORS TO SUB PANEL AND INSTALLING GROUNDING SYSTEM.

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
1/9/2014	JOURNEYMAN LABOR	HOURLY	48	$ 110.00	$ 5,280.00
1/9/2014	EQUIPMENT BUCKET TRUCK TO REMOVE TRANSFORMER CABINETS AND INSTALL NEW CABINETS	HOURLY	4	$ 65.00	$ 260.00
1/9/2014	MATERIALS 240/480 IN 120/240 OUT 37.5 KVA TRANSFORMERS	EACH	2	$ 2,571.00	$ 5,142.00
1/9/2014	MATERIALS GROUND RODS	EACH	4	$ 11.28	$ 45.12
1/9/2014	MATERIALS GROUND CLAMPS	EACH	4	$ 5.00	$ 20.00
1/9/2014	MATERIALS #3/0 THHN WIRE	PER FT.	160	$ 3.00	$ 480.00
1/9/2014	MATERIALS # 4 THHN BARE GROUND WIRE	PER FT.	80	$ 0.83	$ 66.40
1/9/2014	MATERIALS & EQUIPMENT MARKUP		1	20%	$ 1,115.78
1/9/2014	OVERHEAD AND PROFIT MARKUP		1	20%	$ 1,056.00
			GRAND TOTAL	$	13,465.30

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

Exhibit B-3

Jorgensen Contract Services, LLC

PO Box 70
Buckeystown, MD 21717
Office: 301-831-1000 Fax: 301-874-2876

TO: Orlando Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RK&K
Mike Lausler
685 Paradi Lane
Orlando, Florida 32825

Contract No:
Financial Project No:
Service Period: August 2012

Invoice No. 110233-20850
Invoice Date: ##########

Construction Lighting Repairs at 408 & Goldenrod

Date	Inv No	Work Description	Qty/Hours	UM	Parts & Subs	Markup/Rate		Total
8/4/2012		Labor Hours: Richard Ramos Journeyman Electrician with Bucket Truck and operator	10	HR		178.50	$	1,785.00
8/4/2012		Labor Hours: Tomas Feliciano Electrical Technician	10	HR		119.00	$	1,190.00
			TOTAL DUE				$	2,975.00

Submitted by:

John McPherson, Jorgensen Regional Manager

September 10, 1012
Date

To pay electronically, route payments to:
PNC Bank
ABA # 054000030
Account # 5585029986

Partnering for Success

Exhibit B-4

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
4/4/2013	123113001

Client/Customer Name and Address
ATTENTION: STEVE GIESS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807

Work Location
BRIDGE WORK ORDER 750182/ 8257331 RESET BEARING PADS 1-1, 1-2, 1-3, 1-4 BEARING PADS RESET AFTER FIBER BOARD FORMMING MATERIALS WHERE REMOVED, BEARING PADS WHERE FOUND TO BE OUT OF PROPER ALIGNMENT DUE TO ORIGINAL CONSTRUCTION INSTALLATION

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
10/28/2013	SUBCONTRACTOR MOBILIZATION	LUMP SUM	1	$ 900.00	$ 900.00
10/28/2013	BRIDGE JACKING AND BEARING RESET	LUMP SUM	1	$ 8,073.12	$ 8,073.12
10/28/2013	JCS PROJECT SUPERINTENDENT	HOURLY	4	$ 110.00	$ 440.00
10/28/2013	OVERHEAD AND PROFIT MARKUP 20%		1	20%	$ 1,794.00
		GRAND TOTAL		$	11,207.12

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

Exhibit B-5

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
5/10/2012	123113002

Client/Customer Name and Address
ATTN: STEVE GEISS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807

Work Location & Description
SR 408 EAST BOUND AT ORANGE AVE. OFF RAMP REPAIRED EXISTING 240 SQ. FT. OF EXPOSED REBAR ON DECK TOP DUE TO INADIQUATE EMBEDMENT DURING INSTALLATION. REBAR EMBEDMENT OF 1/4"

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
5/10/2012	SUBCONTRACTOR MOBILIZATION	LUMP SUM	1	$ 950.00	$ 950.00
5/10/2012	CONCRETE PAVEMENT SURFACE REPAIR AND OVERLAY OF POLYMER CONCRETE SYSTEM	PER SQ. FT.	240	$ 24.00	$ 5,760.00
5/10/2012	MAINTENANCE OF TRAFFIC SET UP AND TAKE DOWN RAMP CLOSURE	LUMP SUM	1	$ 953.47	$ 953.47
5/10/2012	JCS PROJECT SUPERINTENDENT	HOURLY	4	$ 110.00	$ 440.00
5/10/2012	OVERHEAD AND PROFIT MARKUP		1	20%	$ 1,532.69
		GRAND TOTAL		$	9,636.16

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

Exhibit B-6

Roy Jorgensen Associates, Inc.
7015 McCoy Road
Orlando, Florida 32822
407-249-9122

DATE	JCS PROPOSAL
5/8/2014	042114ORL001

Client/Customer Name and Address
ATTENTION: STEVE GIESS ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD, ORLANDO FL 32807

Work Location
Sign Improvements SR 417 Landstar Exit - North and South Ramps and SR 408 Mills Off Ramp

Date	Pay Item, Bid, or Work Description	Unit	Quantity	Unit Price	Subtotal
5/8/2014	Skilled Labor Including F-250 Support Vehicle	Hourly	73	$110.00	$ 8,030.00
5/8/2014	Materials - "School Warning" Sign	Each	12	$ 249.50	$ 2,994.00
5/8/2014	Materials - 45°Arrow Left Sign	Each	6	$ 94.09	$ 564.54
5/8/2014	Materials - "Ahead" Sign	Each	6	$ 94.09	$ 564.54
5/8/2014	Materials - Sign Posts	FT	187	$ 3.88	$ 725.56
5/8/2014	Materials Complete assemmbly for Yield Signs SR 408 Mills Ave custom powder coated post, panels and hardware	Each	6	$233.40	$1,437.00
5/8/2014	Misc U Bolts, Nuts and washers	Lump Sum	1	$75.53	$75.53
5/8/2014	Skilled Labor Including F-250 Support Vehicle	Hourly	42	$ 110.00	$4,620.00
			GRAND TOTAL	$	19,011.17

Attn: John McPherson
7015 McCoy Road
Orlando, Fl 32822

CONTRACT

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
JORGENSEN CONTRACT SERVICES, LLC

S.R. 408, S.R. 417, S.R. 528 AND S.R. 551 ROADWAY AND BRIDGE MAINTENANCE SERVICES

CONTRACT NO. 000761
CONTRACT DATE: JULY 1, 2011
CONTRACT AMOUNT: $16,989,528.00

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, SPECIFICATIONS, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND PERFORMANCE AND PAYMENT BOND

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, SPECIFICATIONS, ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND PERFORMANCE AND PAYMENT BOND

For

S.R. 408, S.R. 417, S.R. 528 AND S.R. 551
ROADWAY AND BRIDGE MAINTENANCE SERVICES

CONTRACT NO. 000761

April 2011

Members of the Board

Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Mark C. Filburn, Board Member

Executive Director

Michael Snyder, P.E.

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CONTRACT

This Contract No. 000761 (the "Contract" as defined herein below), is made this 1st day of July, 2011, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and JORGENSEN CONTRACT SERVICES, LLC, 3735 Buckeystown Pike, Buckeystown, Maryland 21717, 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 roadway and bridge maintenance of S.R. 408, S.R. 417, S.R. 528 and S.R. 551 and related tasks as may from time to time be assigned to the CONTRACTOR by the AUTHORITY identified as Contract No. 000761; and,

WHEREAS, on or about February 18, 2011, the AUTHORITY issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

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

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The 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 routine maintenance of, and administration and management services related to, the roadways and bridges along S.R. 408 (East-West Expressway), S.R. 417 (Central Florida GreeneWay), S.R. 528 (Beachline Expressway) and S.R. 551 (Goldenrod Road Extension) in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Addenda,
1.3 The Scope of Services including the Maintenance Specifications,
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONTRACTOR, and
1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 180 days prior to the expiration of the initial 5-year Contract Term.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for Contractor's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the AUTHORITY, the AUTHORITY will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any

work being performed by the CONTRACTOR for on behalf of the AUTHORITY, without penalty. Such termination shall be deemed a termination for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is $16,989,528.00.

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 with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to AUTHORITY on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to AUTHORITY.

6. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

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

shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

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

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

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

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.

6.5 **Performance and Payment Bond** The CONTRACTOR shall furnish to the AUTHORITY, and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). The initial term of the bond shall be from July 1, 2011 through June 30, 2012. The bond shall be

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

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

7. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, AUTHORITY, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONTRACTOR shall immediately notify AUTHORITY of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

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

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Project Manager and Superintendent (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to AUTHORITY and the AUTHORITY shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of AUTHORITY, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of the AUTHORITY

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

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

10. PUBLIC RECORDS

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all

whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "AUTHORITY Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

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

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

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

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in

performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the AUTHORITY Property and AUTHORITY Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

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

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

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy.

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

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

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with AUTHORITY's prior written consent, which consent shall not be unreasonably withheld. AUTHORITY may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of AUTHORITY to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this

Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name AUTHORITY as a third party beneficiary and provide that the subcontract is assignable to the AUTHORITY (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from the AUTHORITY. Upon such event, the AUTHORITY shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of AUTHORITY, and

(ii) shall require the subcontractor to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to the AUTHORITY in its sole discretion, and shall provide AUTHORITY with certificates of insurance upon request. The AUTHORITY shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to the AUTHORITY upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of AUTHORITY, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing the AUTHORITY with equal or greater protections than herein.

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

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to the AUTHORITY under law, upon an uncured default the AUTHORITY shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the AUTHORITY are required for Contract completion. All costs and charges incurred by the AUTHORITY because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to the AUTHORITY for the difference. On a Contract terminated for default, in no event shall the AUTHORITY have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for AUTHORITY's use of any CONTRACTOR materials or equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to AUTHORITY (exclusive of interest,

costs or expenses) on claims asserted by AUTHORITY against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to AUTHORITY by CONTRACTOR (disputed by AUTHORITY) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which AUTHORITY agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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

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

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

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

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

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

This 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.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as may be shown in the Price Proposal are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

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

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on April 27, 2011.

ORLANDO-ORANGE COUNTYEXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

JORGENSEN CONTRACT SERVICES, LLC

By: _____

Print Name: CHARLES E. HEUNINGSGAARD

Title: SR. V.P.

ATTEST: _____ (Seal)

Approved as to form and execution, only.

_____
General Counsel for the AUTHORITY

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:	March 11, 2011
SUBJECT:	S.R. 408, S.R. 417, S.R. 528 and S.R. 551 Roadway and Bridge Maintenance, RFP 000761, ADDENDUM NO. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2011, 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 4 pages and the following attachments: Single Line Diagrams (SLD).

CHANGES TO THE PROPOSAL SUBMITTAL REQUIREMENTS

1. **Insert** the following new language at the end of Article 2.2, Submittal Requirements, page PSR-6:

   "Submit one (1) electronic version of the Technical Proposal and Price Proposal in pdf format with a resolution of 300 dots per inch (dpi) on a compact disc in a separate sealed envelope."

2. **Delete** the language in the third paragraph of Article 2.6, Minority/Women Business Enterprise Participation, page PSR-8, in its entirety and **insert** the following new language in its place:

   "Regarding submittal of the M/WBE Utilization Summary and Form (pages D-6 and D-7 of the Price Proposal), it is the intent of the Authority that only the completed Utilization Summary (page D-6) be submitted with the Price Proposal. The apparent successful Proposer (determined after all scoring is complete) will be required to submit a completed Utilization Form (page D-7) and certificate for each of its proposed M/WBE subcontractors within three (3) business days after request by the Authority. The M/WBE subcontractors listed by the apparent successful Proposer on the Utilization Summary submitted with the Price Proposal shall not be changed without prior written authorization from the Authority. Each Utilization Form shall include:"

CHANGES TO THE SCOPE OF SERVICES

3. In Exhibit A, Scope of Services, **insert** the following new language under Article 2.7, page A-3:

"2.7.5 In all cases and scenarios prepare accident claim in form and content reasonably satisfactory to the Authority.

(1) For matters or incidents in an amount less than or equal to $25,000.00, or the Authority's insurance contract deductible, whichever is greater, in estimated repair damages for any particular occurrence due to the intentional acts or negligence of any third party or parties, the Contractor shall:

(i) Provide a copy of said accident claim to the Authority for its records; and

(ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and

(iii) Seek reimbursement of the expenses made in connection with the aforementioned repair and/or maintenance, at Contractor's sole expense, only from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek reimbursement from the Authority. Nor shall the Contractor seek reimbursement from the Authority's insurance carrier or carriers without first obtaining written approval from the Authority, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against the Authority, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, or the Authority's insurance carrier or carriers, whether in law or in equity.

(2) For matters or incidents in an amount greater than $25,000.00, or the Authority's insurance contract deductible, whichever is greater, in estimated repair damages for any particular

occurrence due to the intentional acts or negligence of any third party or parties, as an absolute condition of the Contractor being reimbursed by the Authority, the Contractor shall:

(i) Submit said accident claim affidavit to the Authority; and

(ii) Advance and pay for all expenses incurred in connection with the performance of its repair and/or maintenance duties and obligations under the Contract; and

(iii) Notify the Authority in writing, that the Contractor seeks reimbursement of the Contractor's expenses, reasonably related to such repairs and/or maintenance, whereby, the Authority, shall at its expense, file a reimbursement claim with Authority's insurance carrier or carriers. Should the Authority's insurance carrier or carriers fail to pay all of any particular reimbursement claim, the Contractor may, but shall have no obligation to, seek reimbursement of any particular claim shortfall from the negligent party or parties, tortfeasor or tortfeasors (collectively, the "Third Parties"), and/or their respective insurance carriers (the "Third Party Insurers"), if any. The Contractor shall not seek any reimbursement from the Authority's insurance carrier or carriers, whether or not the claim is based on bad faith or otherwise, without first obtaining written approval from the Authority, which approval shall not be unreasonably withheld. Alternatively, the Contractor may pursue, at Contractor's sole cost and expense, any and all claims or actions against the Third Parties, and/or the Third Party Insurers, but not against the Authority, its employees, officers, agents, representatives, consultants, or their respective employees, officers and representatives, whether in law or in equity.

(3) Contractor and its assigns, if any, hereby waive any and all claims, reimbursement requests, and the like, against any self-insurance policy or policies of the Authority and of the Florida Department of Transportation."

RESPONSES TO QUESTIONS RECEIVED

4. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: Will OOCEA provide a history of MRP scores for the past contract?

R: The following systemwide MRP scores are the annual results of the 5 yearly inspections:

09/10	92	07/08	92	05/06	90
08/09	94	06/07**	88		

** MRP scoring for 06/07 did not include SR 429 or the SR 417 Southern Connector and only part of SR 528 was inspected due to a major resurfacing project.

Q002: Will OOCEA provide an asset inventory for the contract scope?

R: The attached Single Line Diagrams (SLD) constitutes the inventory of the roadway and bridges on the system for this project.

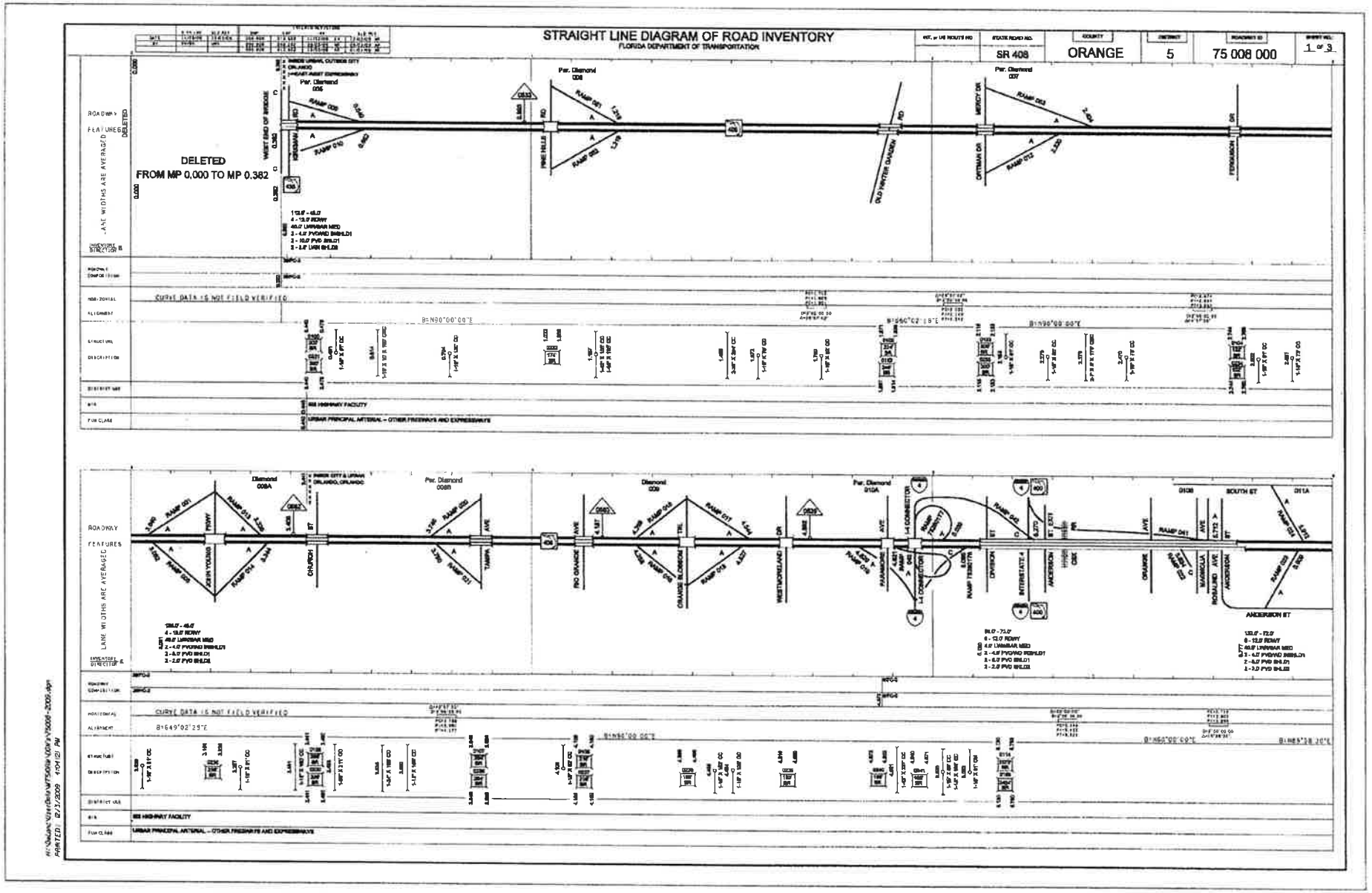
Q003: Will OOCEA provide an Engineer's estimate for this project?

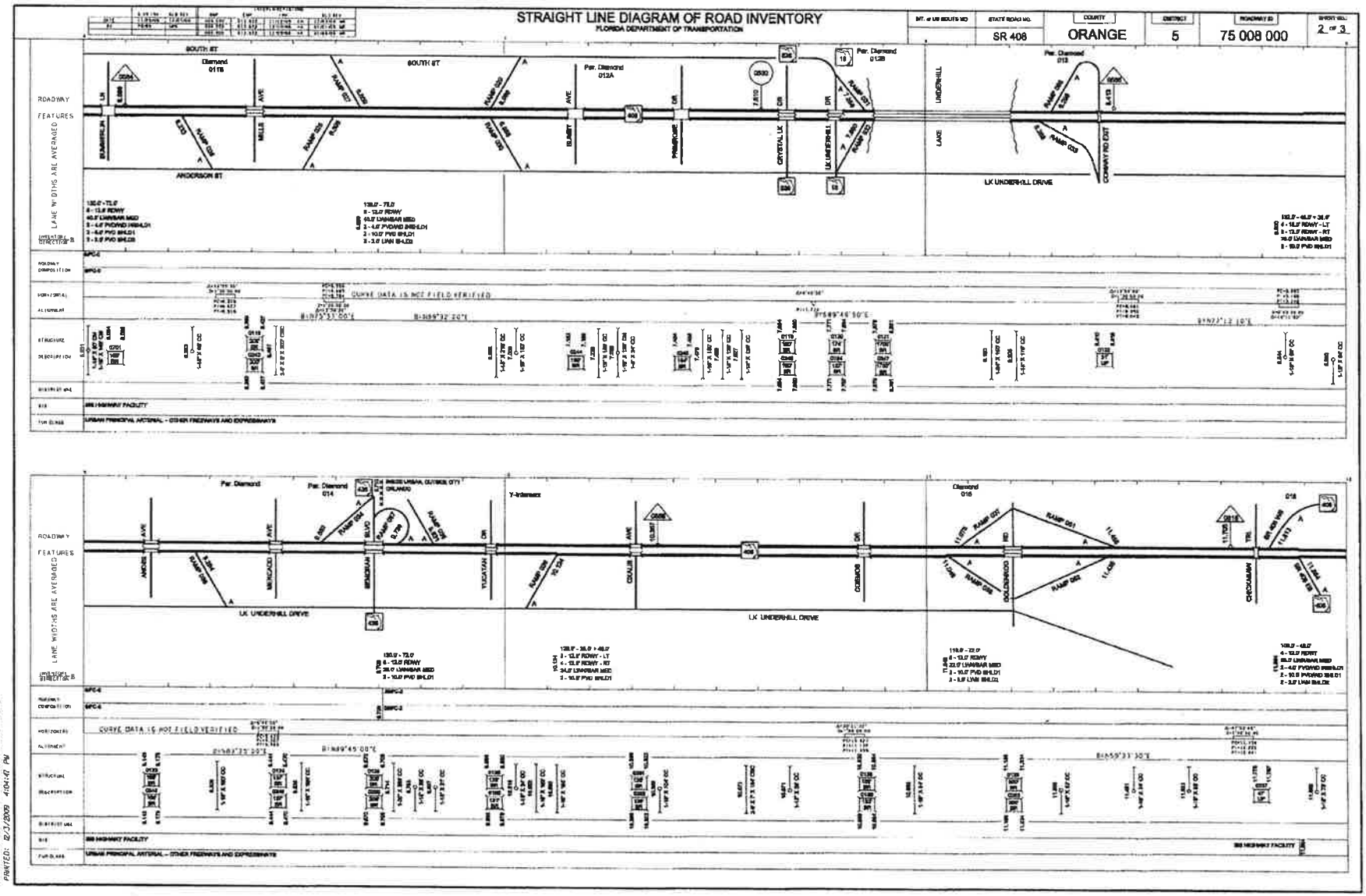
R: An engineer's estimate is currently unavailable. However, the current contract value is $22,788,015.00.

Q004: At mile marker 28 on SR 528 there is a dirt road with two access points to the highway. Will the contractor be responsible for the maintenance of this road?

R: Yes. The dirt road is referred to as 'Farm Access Rd' and is to be maintained since it is within the Authority's right-of-way. There is also a second 'Farm Access Rd' at mile marker 20.5 which is to be maintained.

END OF ADDENDUM NO. 1

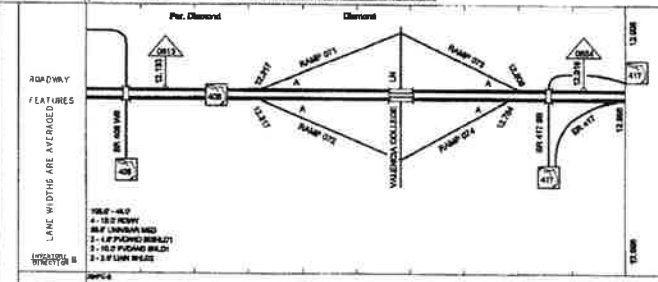

STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
STATE ROAD NO.
SR 408
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 008 000
SHEET NO.
1 of 3
DELETED
FROM MP 0.000 TO MP 0.382
CURVE DATA IS NOT FIELD VERIFIED
CURVE DATA IS NOT FIELD VERIFIED
SR HIGHWAY FACILITY
URBAN PRINCIPAL ARTERIAL – OTHER FREEWAYS AND EXPRESSWAYS
SR HIGHWAY FACILITY
URBAN PRINCIPAL ARTERIAL – OTHER FREEWAYS AND EXPRESSWAYS
CHURCH
ROSALIND AVE
ANDERSON ST
SOUTH ST


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
STATE ROAD NO.
SR 408
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 008 000
SHEET NO.
2 OF 3
ROADWAY FEATURES
LANE WIDTHS ARE AVERAGED
SOUTH ST
ANDERSON ST
LK UNDERHILL DRIVE
CURVE DATA IS NOT FIELD VERIFIED
SR 408 HIGHWAY FACILITY
URBAN PRINCIPAL ARTERIAL - OTHER FREEWAYS AND EXPRESSWAYS

STRAIGHT LINE DIAGRAM OF ROAD INVENTORY

FLORIDA DEPARTMENT OF TRANSPORTATION

INT. or US ROUTE NO.	STATE ROAD NO.	COUNTY	DISTRICT	ROADWAY ID	SHEET NO.
	SR 408	ORANGE	5	75 008 000	3 OF 3



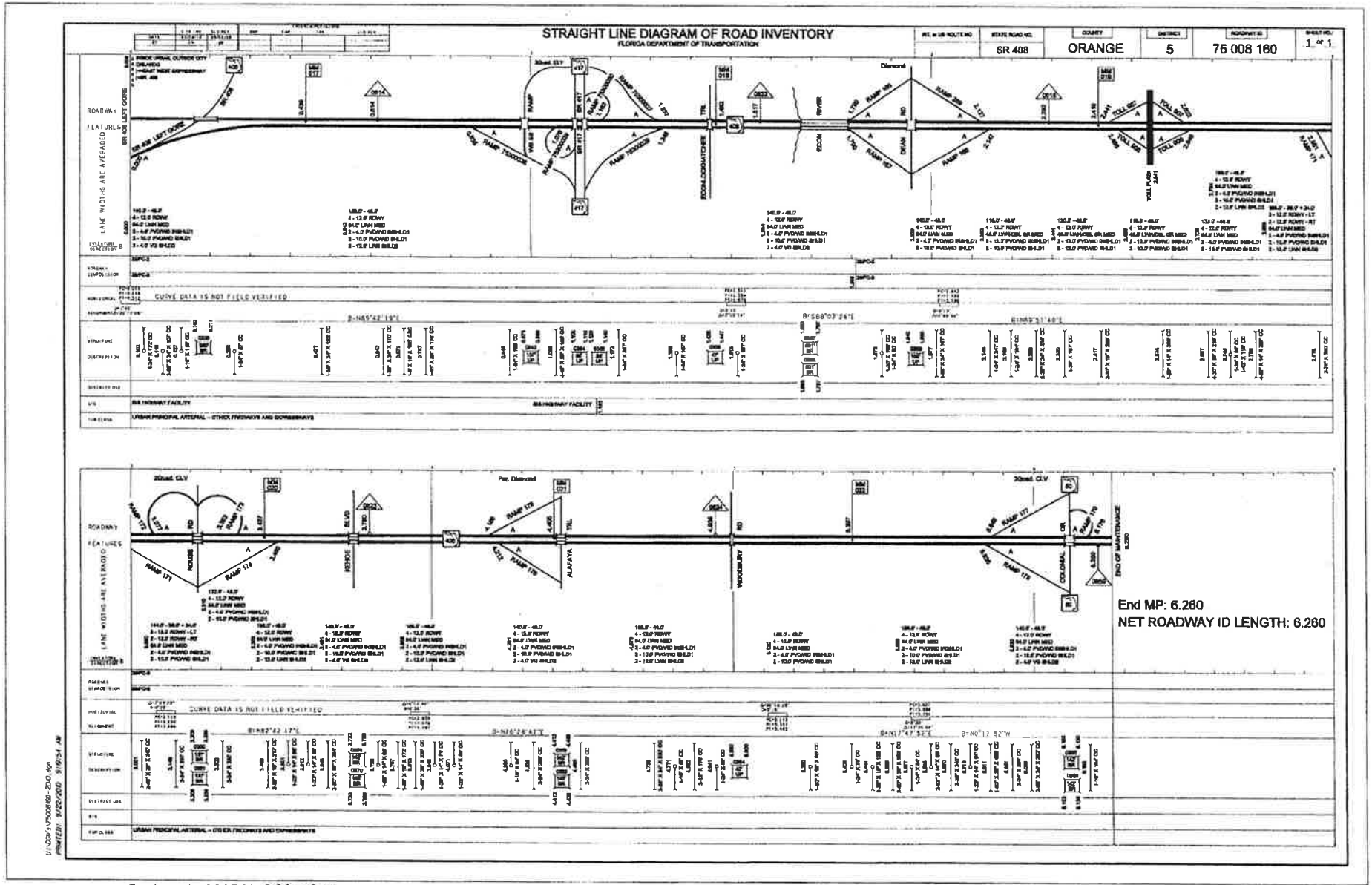
ROADWAY FEATURES

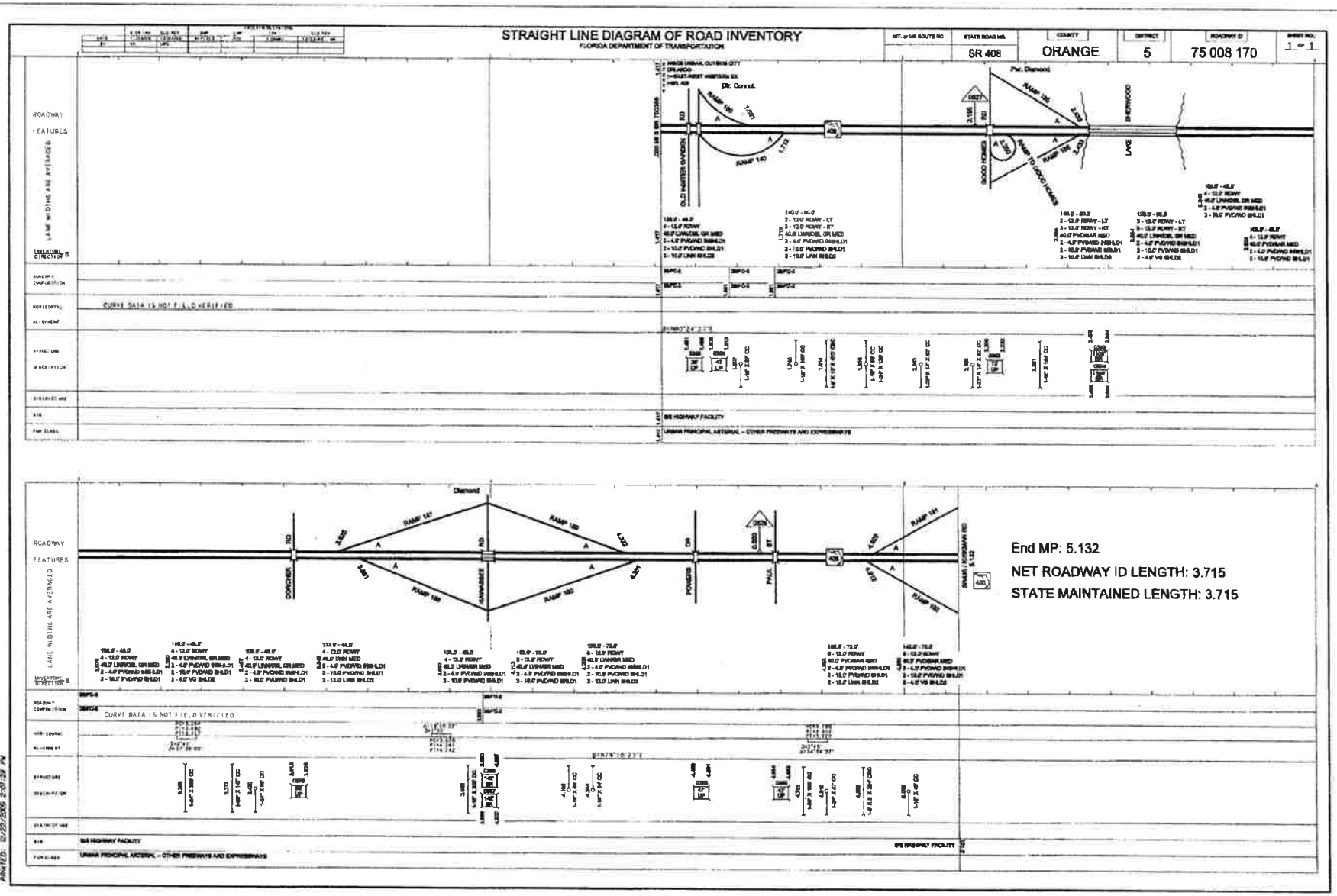
LANE WIDTHS ARE AVERAGED

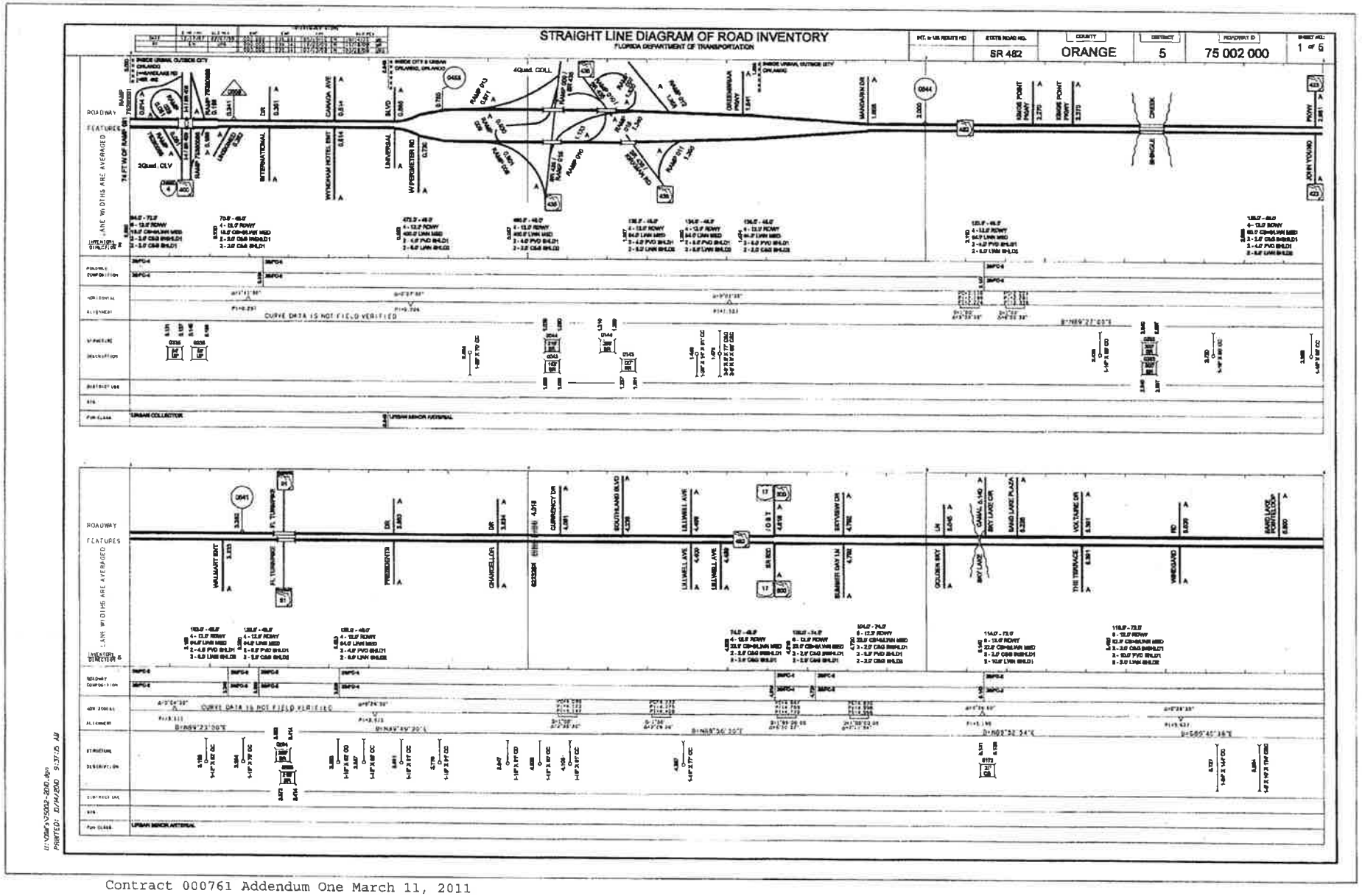
DELETED

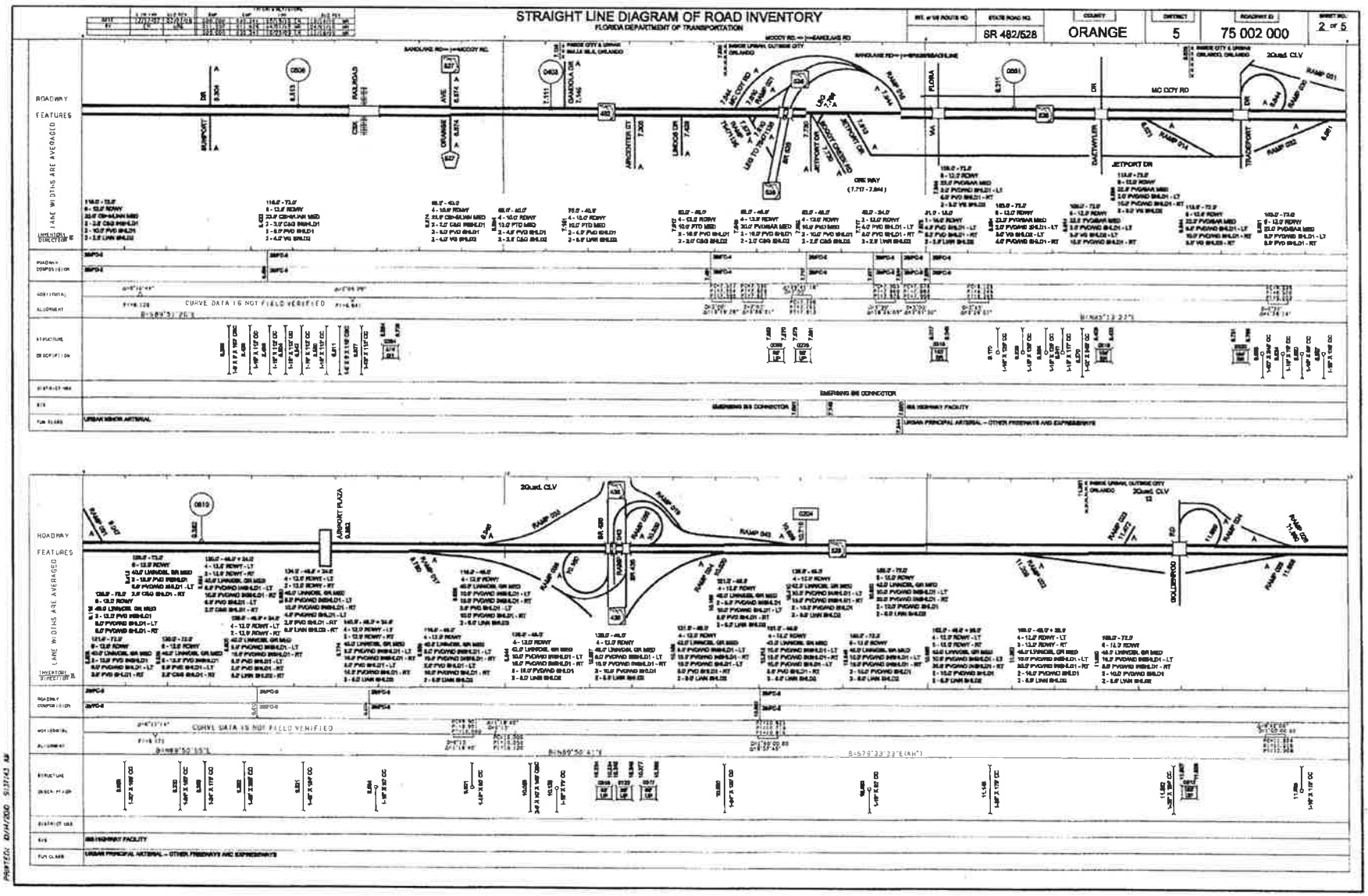
End MP: 13.652
NET ROADWAY ID LENGTH: 12.558
STATE MAINTAINED LENGTH: 12.558

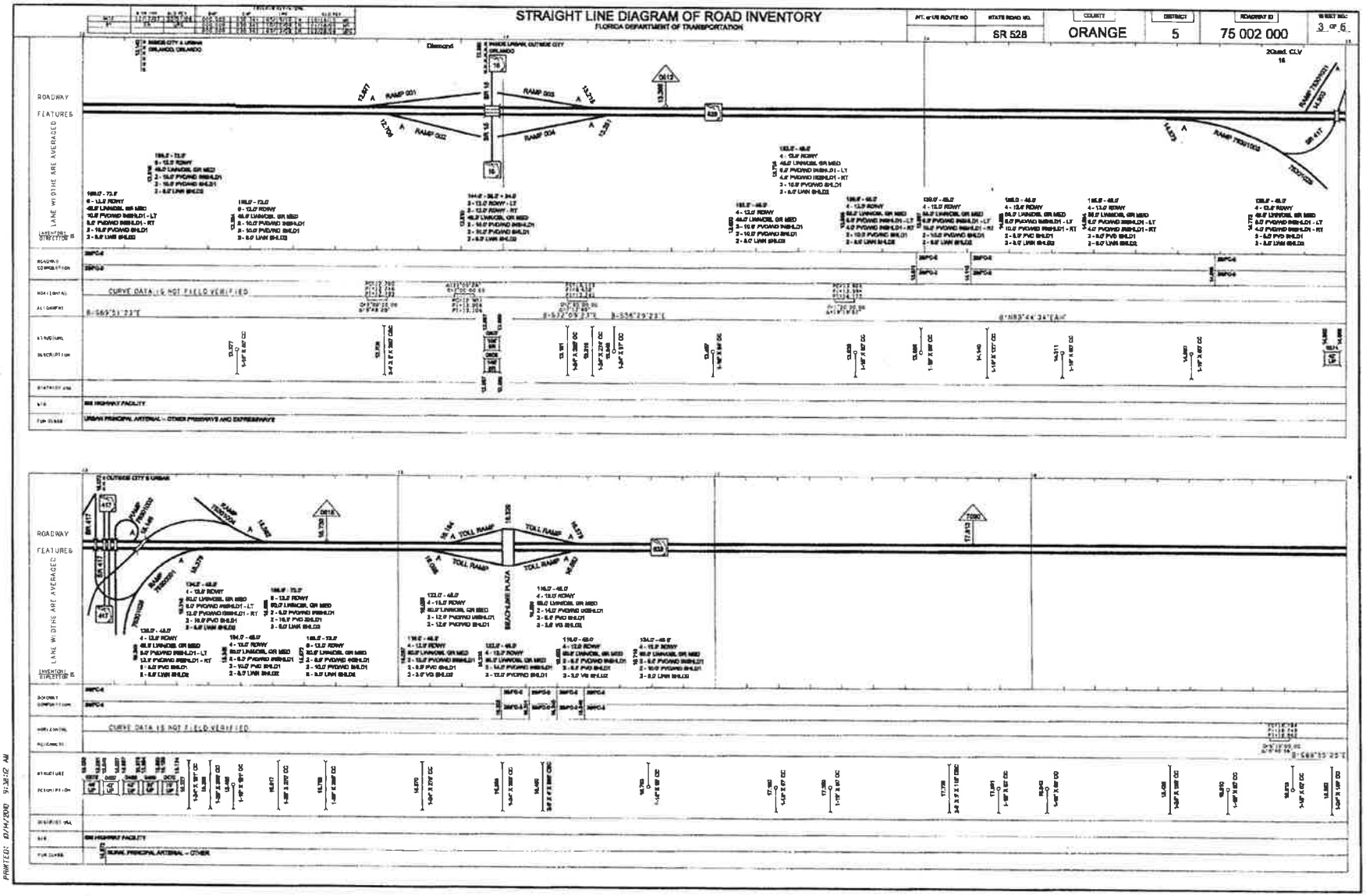
CURVE DATA IS NOT FIELD VERIFIED

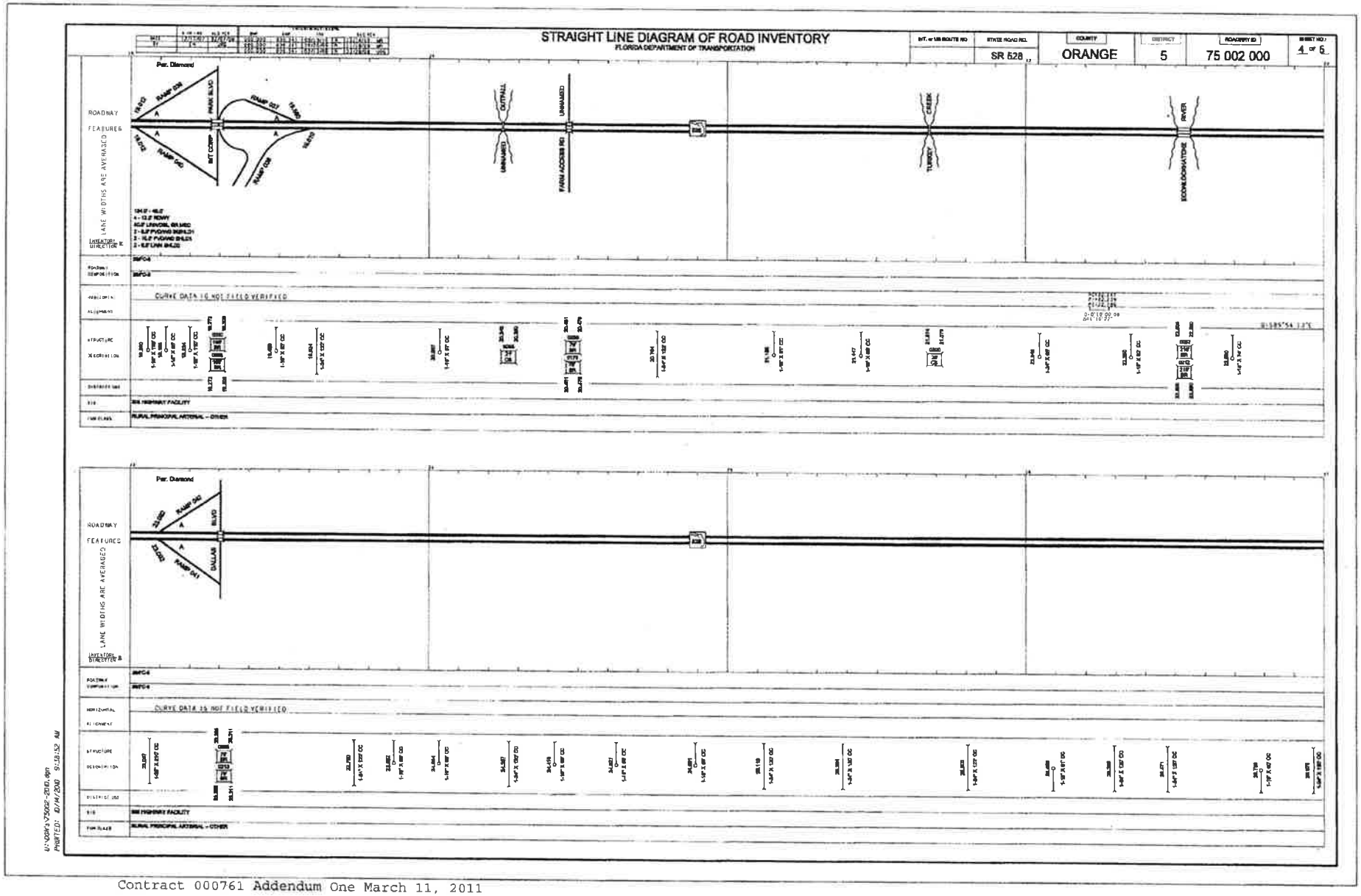

STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
SR 408
ORANGE
5
75 008 160
1 of 1
End MP: 6.260
NET ROADWAY ID LENGTH: 6.260


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
STATE ROAD NO.
SR 408
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 008 170
SHEET NO.
1 of 1
ROADWAY FEATURES
LANE WIDTHS ARE AVERAGED
CURVE DATA IS NOT FIELD VERIFIED
Diamond
DORCHER RD
HUNNIBEE RD
POWERS DR
PAUL BT
SHAW HERNDON RD
End MP: 5.132
NET ROADWAY ID LENGTH: 3.715
STATE MAINTAINED LENGTH: 3.715


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
STATE ROAD NO.
SR 482
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 002 000
SHEET NO.
1 OF 6
ROADWAY FEATURES
LANE WIDTHS ARE AVERAGED
CURVE DATA IS NOT FIELD VERIFIED
URBAN COLLECTOR
URBAN MINOR ARTERIAL
SR 482
SR 435
SR 528
SR 436
SR 423
SR 50
SR 15
SR 600
SR 17
SR 434
SR 414
SR 408
SR 417
SR 551
SR 528


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
INT. or WE ROUTE NO.
STATE ROAD NO.
SR 482/528
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 002 000
SHEET NO.
2 of 5
ROADWAY FEATURES
LANE WIDTHS ARE AVERAGED
MOODY RD
SANDLAKE RD
RAILROAD
ORANGE AVE
AIRPORT DR
ARCHSTER DR
LINDOR DR
MC COY RD
JETPORT DR
TRADEPORT DR
DAETWYLER DR
ORE WAY
20usd. CLV
AIRPORT PLAZA
GOLDENROD RD
CURVE DATA IS NOT FIELD VERIFIED
EMERGING SIS CONNECTOR
SIS HIGHWAY FACILITY
URBAN MINOR ARTERIAL
URBAN PRINCIPAL ARTERIAL – OTHER FREEWAYS AND EXPRESSWAYS


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
STATE ROAD NO.
SR 528
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 002 000
SHEET NO.
3 OF 6
ROADWAY FEATURES
CURVE DATA IS NOT FIELD VERIFIED
SR HIGHWAY FACILITY
URBAN PRINCIPAL ARTERIAL – OTHER FREEWAYS AND EXPRESSWAYS
RURAL PRINCIPAL ARTERIAL – OTHER


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
INT. or US ROUTE NO.
STATE ROAD NO.
SR 528
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 002 000
SHEET NO.
1 OF 6
Per. Diamond
RAMP 526
RAMP 527
RAMP 528
RAMP 529
PARK BLVD
SFT CORP
OUTFALL
UNNAMED
FARM ACCESS RD
TURKEY CREEK
ECONLOCKHATCHEE RIVER
ROADWAY FEATURES
LANE WIDTHS ARE AVERAGED
INVENTORY DIRECTION
CURVE DATA IS NOT FIELD VERIFIED
STRUCTURE DESCRIPTION
DISTRICT USE
SIS
FUNCTIONAL CLASS
SIS HIGHWAY FACILITY
RURAL PRINCIPAL ARTERIAL – OTHER
Per. Diamond
RAMP 040
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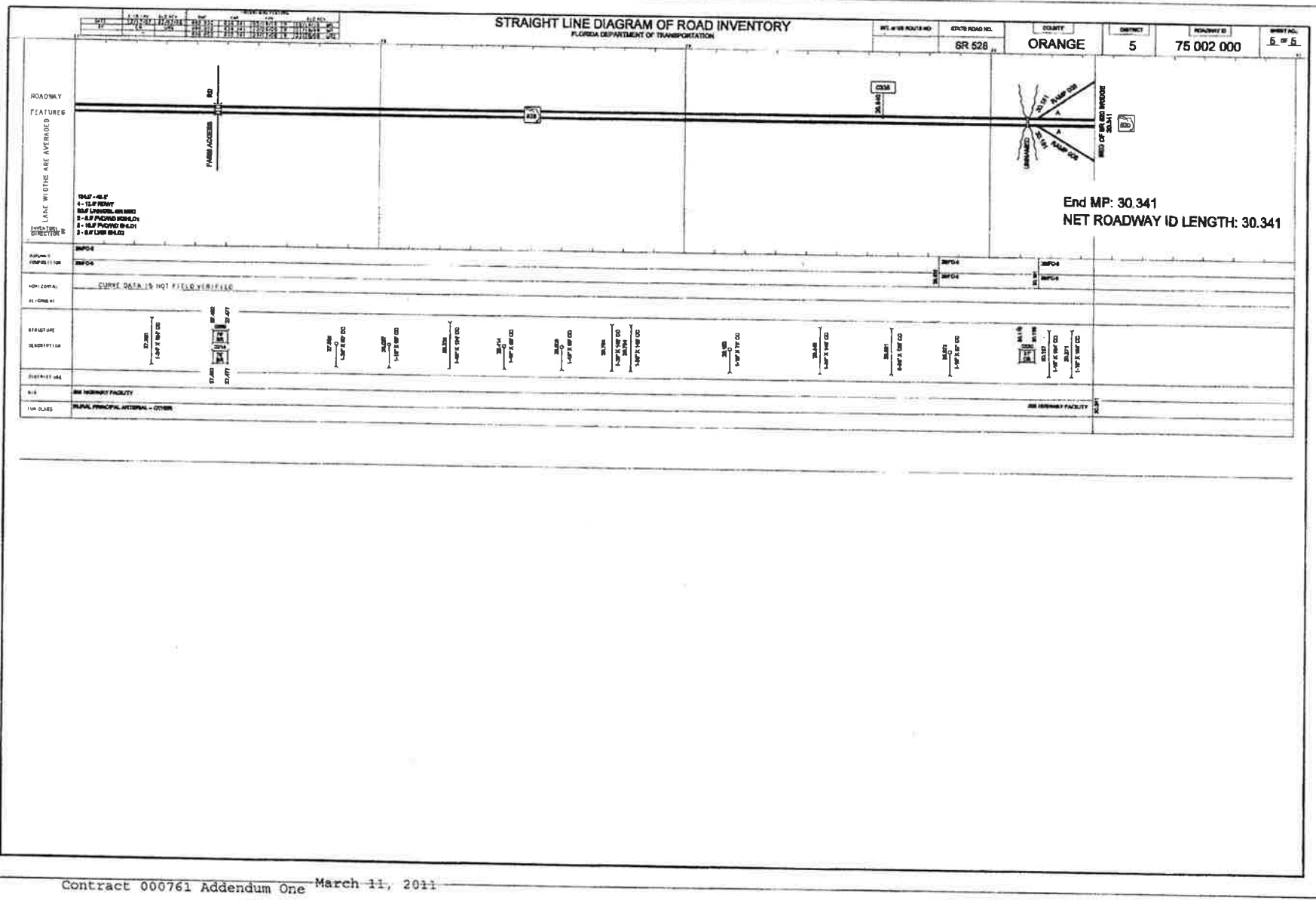
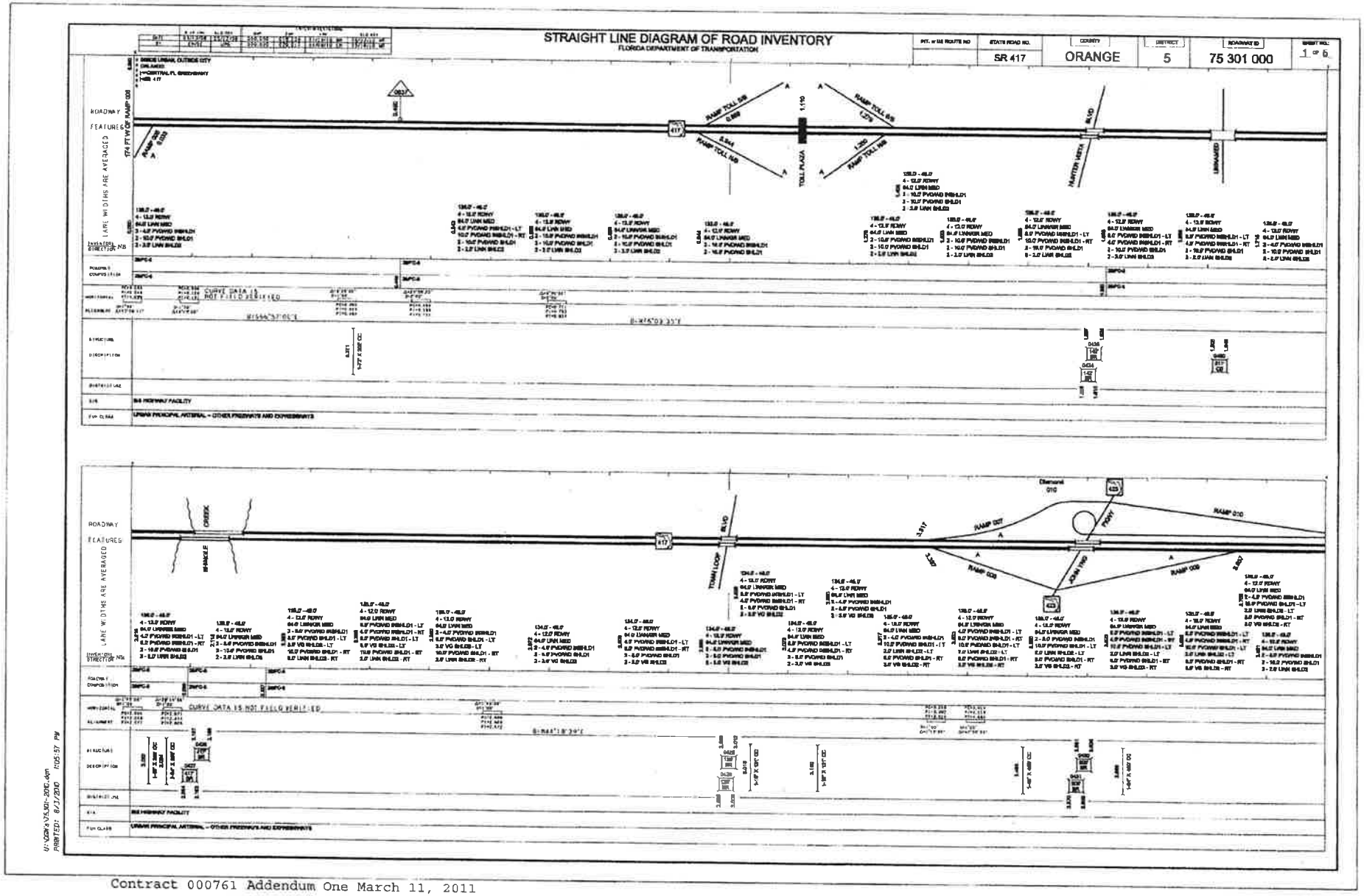
BLVD
DALLAS
CURVE DATA IS NOT FIELD VERIFIED
SIS HIGHWAY FACILITY
RURAL PRINCIPAL ARTERIAL – OTHER


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
STATE ROAD NO.
SR 528
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 002 000
SHEET NO.
6 OF 6
ROADWAY FEATURES
LANE WIDTHS ARE AVERAGED
FARM ACCESS
BEG OF SR 528 INTERSE
30.341
End MP: 30.341
NET ROADWAY ID LENGTH: 30.341
CURVE DATA IS NOT FULLY VERIFIED


STRAIGHT LINE DIAGRAM OF ROAD INVENTORY
FLORIDA DEPARTMENT OF TRANSPORTATION
PT. OF INT. ROUTE NO
STATE ROAD NO.
SR 417
COUNTY
ORANGE
DISTRICT
5
ROADWAY ID
75 301 000
SHEET NO.
1 OF 6
ROADWAY FEATURES
LANE WIDTHS ARE AVERAGED
INVENTORY DIRECTION NB
CURVE DATA IS NOT FIELD VERIFIED
TOLL PLAZA
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RAMP TOLL SB
HUNTER MESA BLVD
TOWN LOOP BLVD
JOHN YOUNG PKWY
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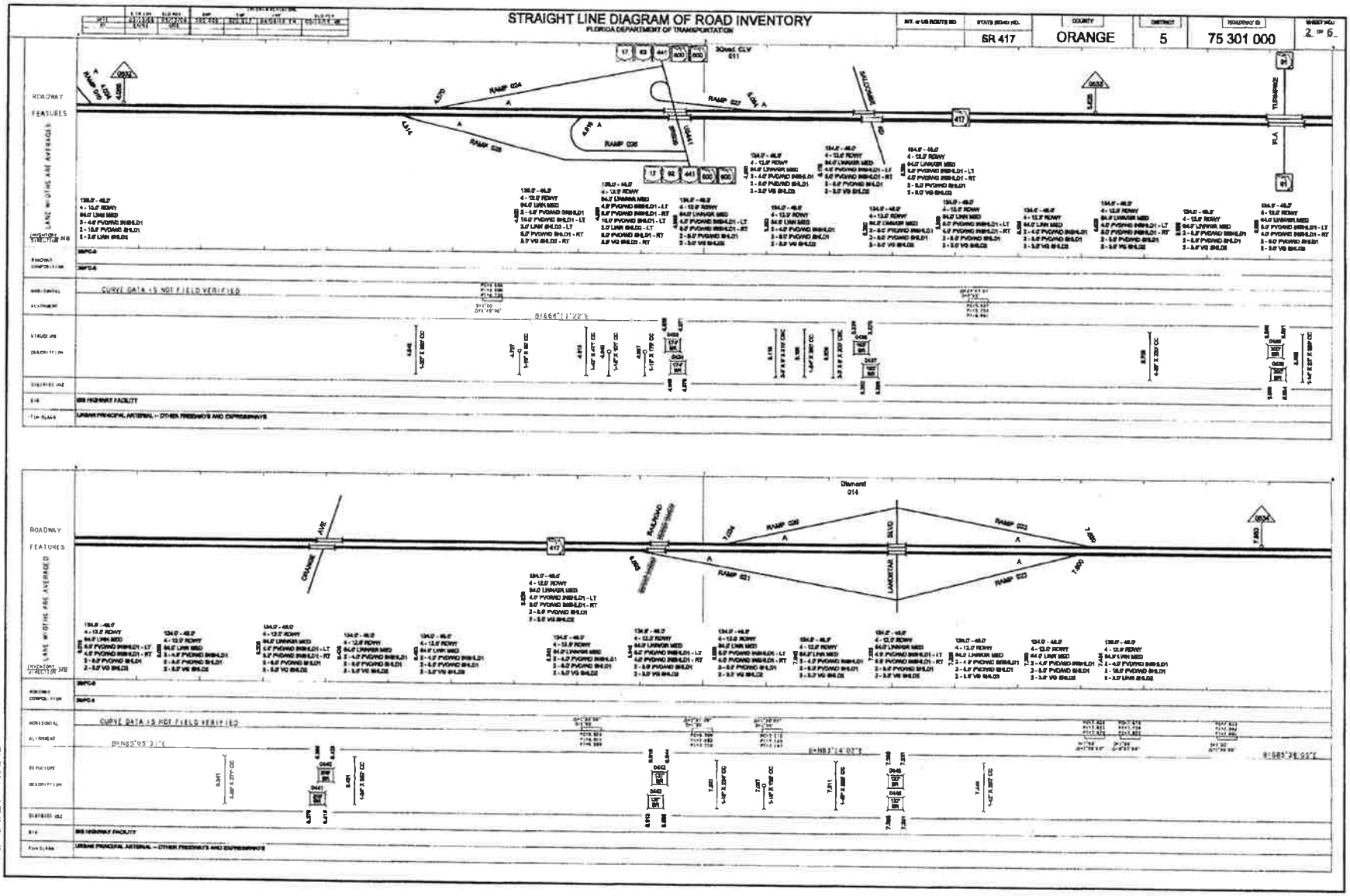
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2 OF 6
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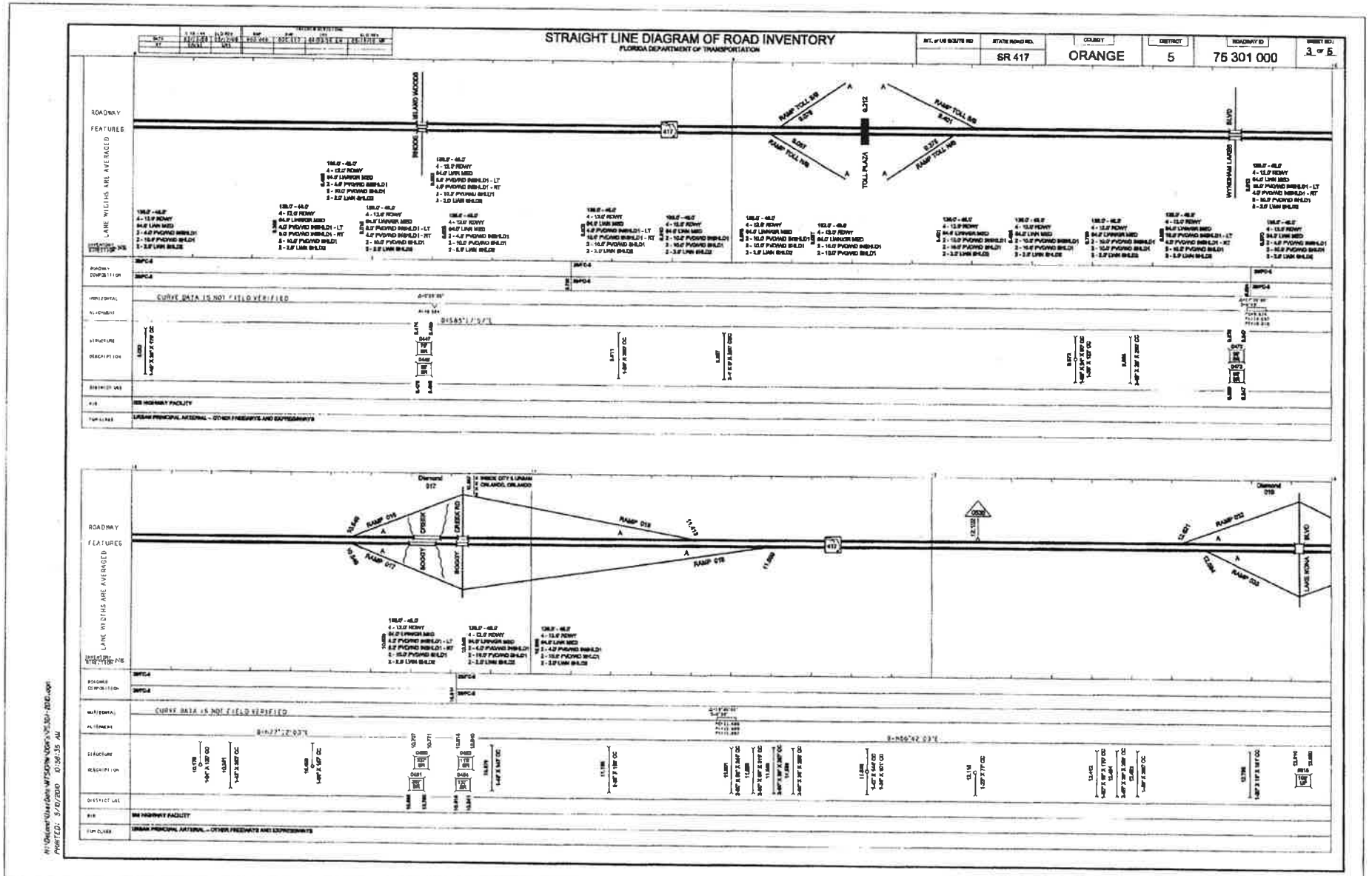

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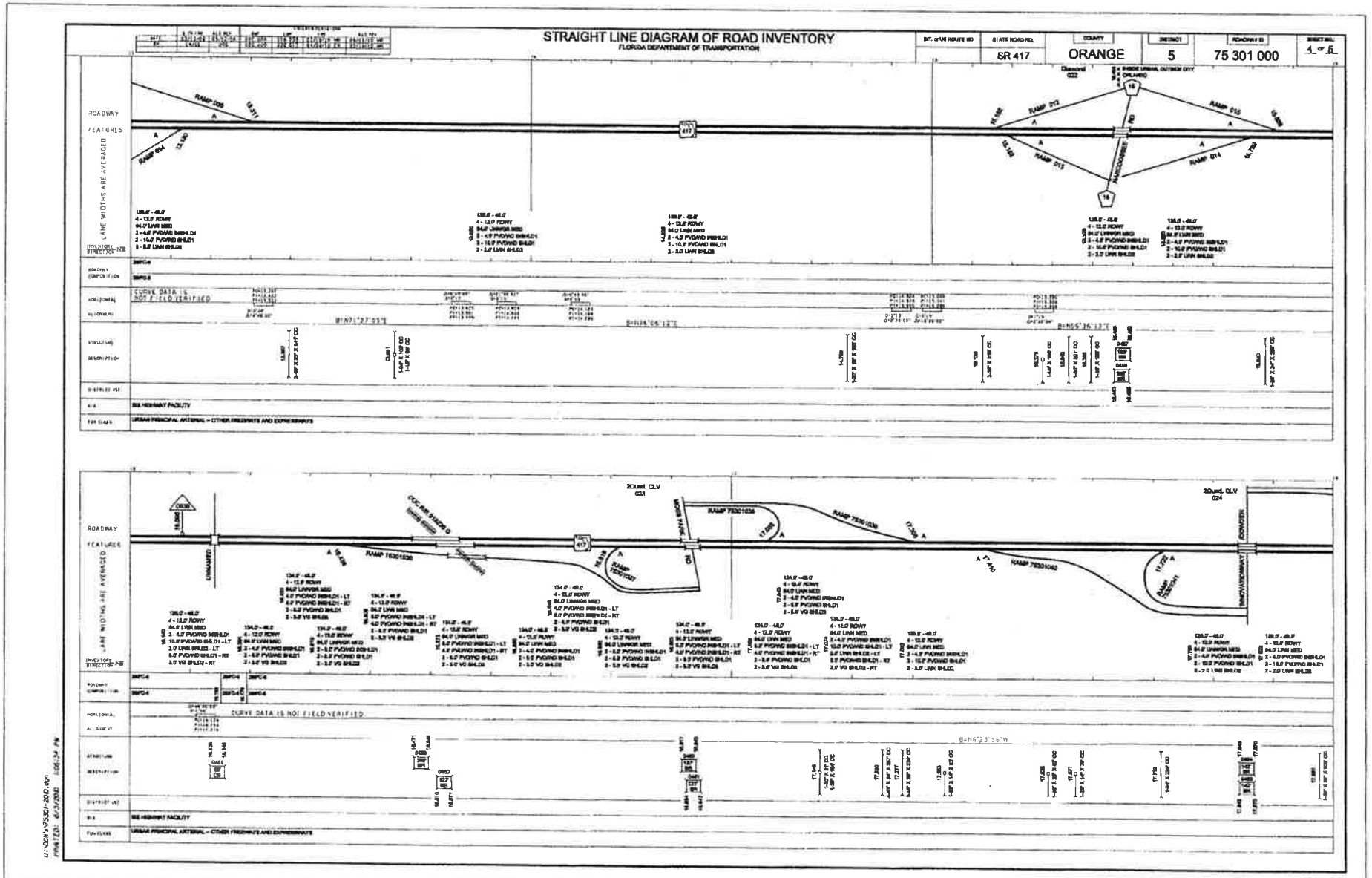
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FUNCTIONAL CLASS
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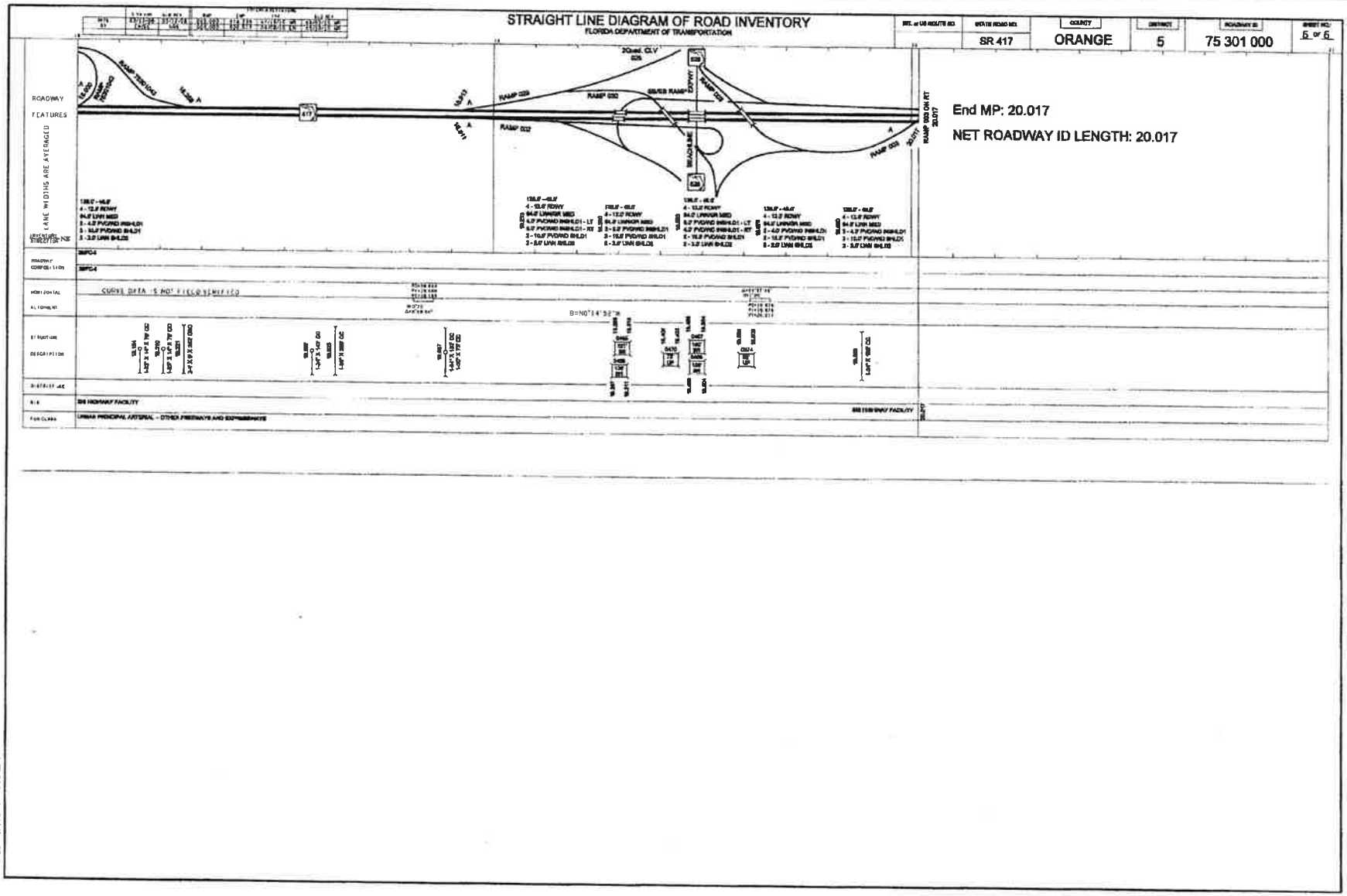
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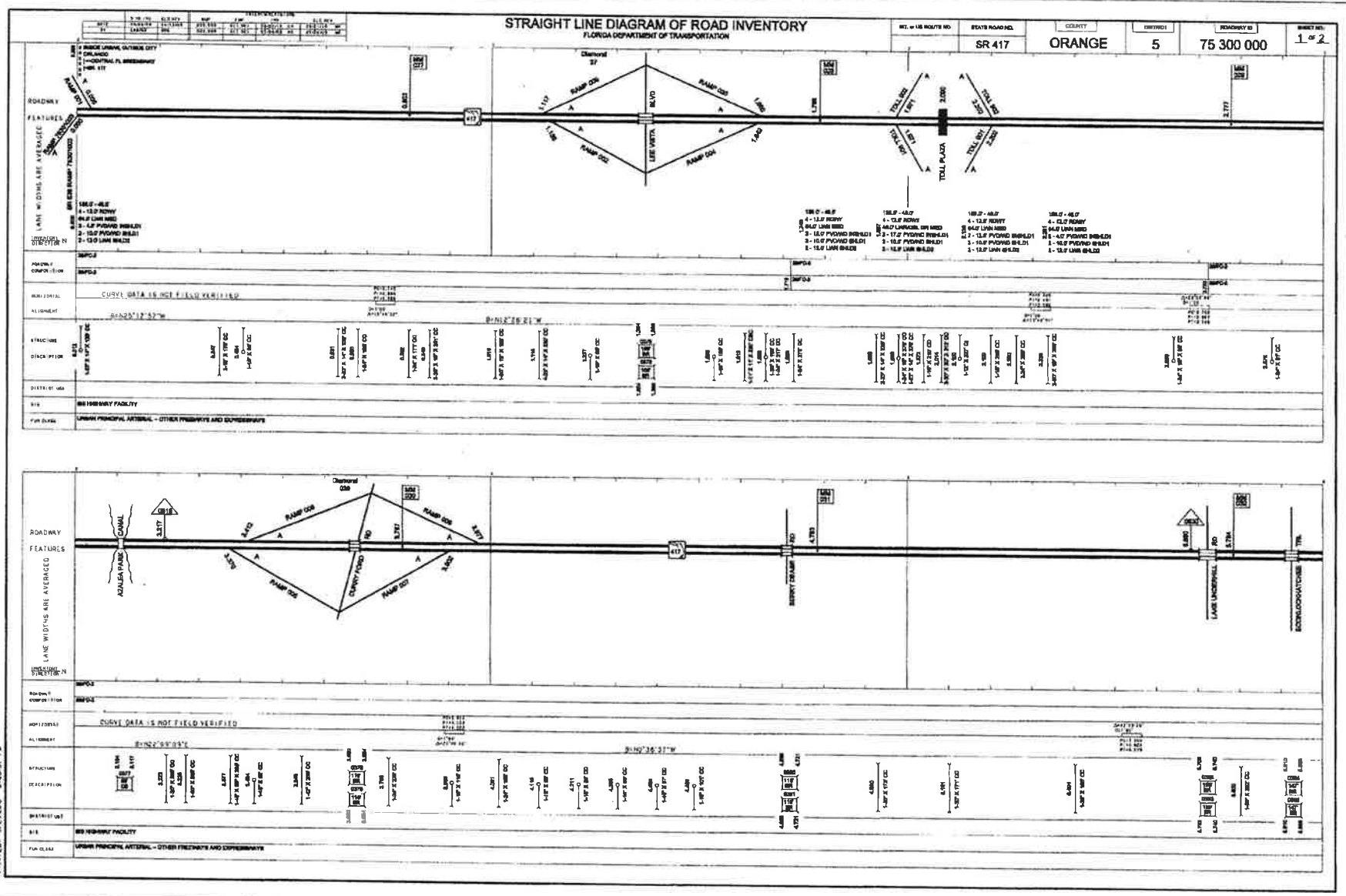
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CURRY FORD RD
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ORANGE COUNTY
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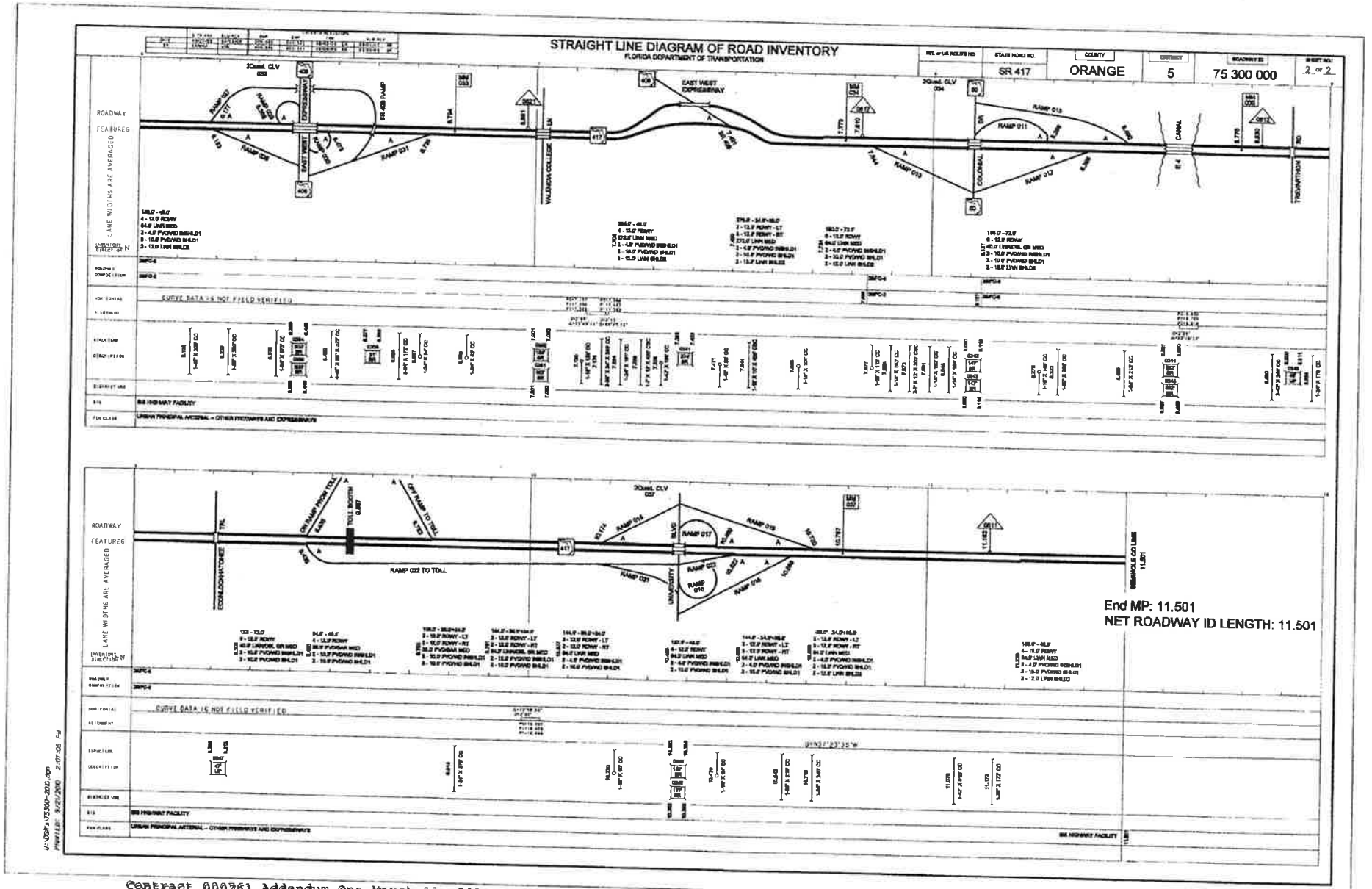

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Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Potential Bidders of Record
FROM	Claude Miller, Director of Procurement
DATE:	March 22, 2011
SUBJECT:	S.R. 408, S.R. 417, S.R. 528 and S.R. 551 Roadway and Bridge Maintenance, RFP 000761, ADDENDUM NO. 2

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated February 2011, 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 RECEIVED

1. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: It is our understanding that OOCEA and FDOT are exploring design and installation related concerns involving corrosion associated with high mast lighting grout pads, anchor bolts, and pole structures. The impacts and consequences associated with these concerns may potentially involve material warranty and design liability issues, and/or program wide modifications extending beyond the scope of routine maintenance. Will OOCEA please confirm that any corrective actions required to address design and installation concerns involving high mast lighting will be excluded from the scope of Contract No. 000761?

R: There are no exemptions for any current and/or future lighting. Refer to the Maintenance Specifications, Attachment No. 5 – Roadway Lighting Maintenance and Repair.

Q002: In an effort to manage budgetary restrictions over the last 2 years, several performance standards for the existing OOCEA contract for SR 408, 417, 528 and 551 were modified by contract amendment, and the associated contract payment amounts to the current Contractor were reduced. A review of the proposed contract RFP indicates much higher levels of required

performance for Contract No. 000761 as compared with the existing contract's amended levels of performance and payment. Will the Authority please confirm its intent to require a higher level of performance for the upcoming Contract No. 000761, as compared with the current amended contract?

R: The current contract has no bearing on the new contract. Please refer to Exhibit "A", Scope of Services, Section 5.8.

Q003: Will OOCEA please confirm that is it the Authority's intent to allow supplemental pages as a part of the Technical Proposal; including a Table of Contents and an Appendix containing supporting information such as personnel licenses, letters of support, and project descriptions, in addition to the 15 limited pages provided for in Section 3.1.F.?

R: Yes

Q004: Will OOCEA provide the detailed MRP scores for the elements and characteristics for the past five (5) years?

R: No. The information is available from FDOT's District Maintenance Office.

Q005: Is the office and warehouse space offered for use by OOCEA currently in use? If not, will it be the contractor's responsibility to perform any repairs and/or build out if necessary to be able to utilize the space?

R: Yes.

Q006: Please provide the large, medium, small and slope mowing acres and litter removal acres for the above project.

R: It is the contractors' responsibility to field check all the above areas. Straight Line Drawings (SLD) were provided in Addendum One.

Q007: Please confirm whether RCI field review and documentation of changes are a requirement of the new contract.

R: No

Q008: If RCI field review and documentation are required for Contract No. 000761, will the Authority please provide details on what is expected from the Contractor in developing and maintaining an up to date inventory of Authority assets of roadway items and bridge features? Is the Authority currently using FDOT's RCI inventory database as the repository of updated RCI data collected in the field?

R: See Question 7.

Q009: Can the proposer have field access, prior to 3/25/11, to review unlocked lighting load control centers, shoulder mounted lighting units, high mast lighting units, under deck lighting units, sign lighting units, and other lighting/electrical features? These features are a significant component of this contract. It will be necessary to understand the power distribution and electrical features for an effective maintenance plan.

R: Yes, prospective bidders represented by a licensed electrician and/or an electrical engineer may obtain field access by contacting Rod Stroupe and reserving space on the upcoming field access tour. Rod Stroupe must be contacted no later than 3:00 p.m. Wednesday, March 23, 2011, by either calling his office at 407-690-5333 or his cell phone at 407-375-2835. The field access tour is scheduled for Thursday, March 24, 2011, starting at 8:15 a.m. and ending no later than noon. Parties with reservations need to assemble in the Authority's Administrative building located at 4974 ORL Tower Rd., Orlando, FL. 32807, eastside parking lot no later than 8:05 a.m. The Authority's tour will depart promptly at 8:15 a.m.

END OF ADDENDUM NO. 2

SCOPE OF SERVICES
ROADWAY AND BRIDGE MAINTENANCE
S.R. 408, S.R. 417, S.R. 528 AND S.R. 551

1.0 OVERVIEW

1.1 The Highway Maintenance Contractor shall perform maintenance of and administration and management services related to roadway (including out parcels) and bridges along S.R. 408 from east S.R. 50/Challenger Parkway to west S.R. 50 at Clark Road; S.R. 528 (Beachline Expressway) from Boggy Creek Road to S.R. 520; S.R. 417 (Central Florida GreeneWay) from International Drive to Seminole/Orange County line; S.R. 551 (Goldenrod Road Extension) from Hoffner Road to Cargo Road in Orange County, Florida. Areas along S.R. 408 between Tampa Avenue and Paramore Avenue and from Rosalind Avenue to Cosmos Drive (identified as "city mowing") are included in this Contract with maintenance from right-of-way fence/wall to back of curb.

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 specifications.

1.2 The Contractor shall employ, on Contractor's staff, a full-time registered professional engineer licensed to practice in the State of Florida and sufficient qualified technical and professional staff to support activities and program areas including, but not limited to: roadway and bridge maintenance contract administration; maintenance contract development; maintenance condition survey management; road serviceability analysis; and transportation safety management. The Authority, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.

1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors/subconsultants under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include, but are not necessarily limited to maintenance of: roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). Work shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; performing road serviceability analysis; and responsibility for permit operations. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll facilities and equipment, the fiber optic network, landscaping and aquatic weed control are not a part of this scope and will be performed by others.

1.4 The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the 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 others or, where applicable, by Florida Department of Transportation (FDOT).

2.0 ROADWAY MAINTENANCE AND INSPECTION

2.1 The Contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures. All bridge and structures work orders issued by FDOT shall be completed within 180 days of FDOT issue date by the Contractor. Work not completed within this time frame will be subject to a reduction in compensation due the Contractor of $200 per day for each day the work is not completed.

2.2 The Contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract. The Contractor shall be totally familiar with Authority standard procedures and practices for roadway maintenance.

2.3 The Contractor shall comply with the Authority's Emergency Response Manual. The manual provides 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.

2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all work under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.

2.5 The Contractor shall review Bridge Inspection Reports received by the Authority. The Contractor shall have complete responsibility for scheduling and performing bridge maintenance and repairs. The Contractor shall return completed and signed FDOT work order forms to FDOT with a copy to the Manager of Maintenance.

2.6 Road Serviceability Analysis - The Contractor shall:

2.6.1 Analyze results of the Maintenance Rating Program (MRP) inspection performed by FDOT and report findings. Initiate corrective action based on MRP inspections within 90 days of receipt of the findings from the Manager of Maintenance.

2.6.2 Prepare road serviceability analyses and documentation to correct identified deficiencies.

2.6.3 Perform Road Characteristics Inventory (RCI) field review and document changes. Develop and maintain an up to date inventory of Authority assets of roadway items and bridge features.

2.7 Contract Administration - The Contractor shall:

2.7.1 Review maintenance contract reports relating to Contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to specifications, workmanship, etc.

2.7.2 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep the Authority advised with respect to the progress of work activity.

2.7.3 Prepare accident claim affidavits and initiate the reimbursement process for damages to Authority property.

2.7.4 Assist the Authority in responding to the public interest regarding maintenance activities.

3.0 CONTROL OF THE WORK

3.1 The Contractor shall develop, prepare, and implement a Roadway Maintenance Operations Work Plan.

The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to the Authority within 30 days after the date of the Notice to Proceed. The Authority will review the plan and meet with the Contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to the Authority at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

3.2 Authority's Manager of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Contract Documents the term "Manager of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Authority's Manager of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Authority's Manager of 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.

3.3 Coordination of Contract Documents

The Scope of Services, Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. With the exception of Section 102, Maintenance of Traffic, which is included in the Maintenance Specifications as Attachment 19 and replaces the Standard Specifications section, the FDOT Standard Specifications for Road and Bridge Construction, 2010 edition, and the FDOT Design Standards, January 2010 edition, are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Scope of Services
2. Maintenance Specifications
3. FDOT Standard Specifications, 2010 edition
4. FDOT Design Standards, January 2010 edition

Unless specifically allowed by the Manager of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the Standard Specifications will not apply to this Contract. All payments to the Contractor will be based on the lump sum amounts shown in the Price Proposal for each roadway.

3.4 Traffic Control

The Contractor shall adhere to the requirements of Part 6 of the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). For operations requiring closure of travel lane(s), Contractor shall comply with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic, and FDOT Design Standards Drawing No. 600.

3.5 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.

4.0 OTHER REQUIREMENTS

4.1 Permits, Notifications and Fees

4.1.1 Unless otherwise specified, Contractor shall 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.

4.1.2 The Contractor shall 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.

4.1.3 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.

4.2 Hazardous or Toxic Waste, Pollutants

4.2.1 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 Manager of 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.

4.2.2 Contractor shall 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 Manager of Maintenance.

4.2.3 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.

4.3 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.

4.4 Safety

4.4.1 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 Contract execution) 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.

4.4.2 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).

4.4.3 The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 2 whenever workers are within 15 feet of the edge of the travelway. Class 2 vest garments will be required for all speeds.

4.4.4 Contractor and subcontractor personnel shall wear reflectorized high visibility orange safety vests within 15 feet of the roadway. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.5 All vehicles used within the project limits shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible.

4.5 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.

4.6 Minority and Women Owned Businesses (M/WBE)

The Contractor shall ensure that M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

The Contractor will not be allowed to perform work with its forces that has been identified on the Utilization Form (included in the Price Proposal) to be performed by M/WBE firms. If an M/WBE subcontractor is unable to successfully perform the work, the Contractor shall make a good faith effort to replace that firm with another M/WBE firm.

At any time, the Authority's Executive Director may grant a partial or complete waiver of the M/WBE objectives for the project due to consideration of property, public safety, and health, including financial impact to the Authority.

4.6.1 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida or the City of Orlando, Florida, that the business is a bona fide Minority or Women owned and operated business.

(4) "Women Business Enterprise" comprises all women. All minority women business owners will be classified as a Women Business Enterprise.

4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate continuing M/WBE participation in contracting activities including, but not limited to:

(1) Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

(2) Providing assistance to M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

(3) Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

(4) Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible M/WBE contractors to apply for certification.

(5) Meeting with appropriate officials of the Authority, including its Business Development Program Office, to assist with the Contractor's efforts to locate M/WBEs and assist with developing joint ventures, partnering, and mentorship.

4.6.3 The Authority will count M/WBE participation toward meeting M/WBE objectives as follows:

(1) The total dollar value of the contract to be awarded to the certified M/WBE may be counted toward the applicable M/WBE objective.

(2) A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the M/WBE partner in the joint venture may be counted toward the M/WBE objective.

(3) Only expenditures to M/WBEs that perform a commercially useful function may be counted toward the M/WBE objective. An M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether an M/WBE is performing a commercially useful function, the Authority will evaluate all relevant factors such as the amount of work subcontracted and industry practices.

(4) Consistent with normal industry practices, an M/WBE may enter into subcontracts. If an M/WBE subcontracts 50 percent or more of the work assigned to it, the M/WBE shall be presumed not to be performing a commercially useful function.

(5) Expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers may be counted toward the M/WBE objective, provided that the M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the M/WBE objective is as follows:

(a) All expenditures to a M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the M/WBE objective.

(b) Contractor may count toward its M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from an M/WBE regular dealer, and 100 percent of such expenditures to a M/WBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and

regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packages shall not be regarded as manufacturers or regular dealers within the meaning of this article.

(c) Contractor may count toward M/WBE objectives the following expenditures to M/WBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its M/WBE participation and shall maintain the following records:

(1) the procedures adopted to comply with these special provisions;

(2) The number of subordinated contracts on Authority projects awarded to M/WBEs;

(3) the dollar value of thc contracts awarded to M/WBEs;

(4) the percentage of the dollar value of all subordinate contracts awarded to M/WBEs as a percentage of the total contract amount;

(5) a description of the general categories of contracts awarded to M/WBEs;

(6) the specific efforts employed to identify and award contracts to M/WBEs;

(7) maintenance of records of payments and monthly reports to the Authority;

(8) Subcontract Agreement between Contractor and M/WBE subcontractors; and

(9) any other records required by the Authority's Manager of Maintenance.

The records maintained by the Contractor in accordance with this article shall be provided to the Authority for review within 48 hours of the Authority's request. The Contractor shall submit a properly executed M/WBE Payment Certification (Form No. 275-020-001-A) monthly during the life of the M/WBE subcontract whether payment is made or not.

4.6.5 No request to sublet work will be approved unless it is in compliance with the Contractor's approved M/WBE Utilization Form. Form No. 932-11 "Certification of Subcontract Amount to M/WBE Contractor" shall be completed and submitted with the Request For Authorization To Sublet Work. One copy of the certification will be attached to each copy of the Request For Authorization To Sublet Work.

If an M/WBE subcontractor is unable to successfully perform the work, the Contractor shall make a good faith effort to replace that firm with another M/WBE subcontractor. The Contractor shall revise the M/WBE Utilization Form and submit it to the Authority for approval.

4.7 Office and Storage Facilities

The Authority will provide office and storage facilities for the Contractor at 7015 McCoy Road (old Dollar Rental site). The site includes an office area of approximately 3,000 square feet and a covered warehouse/maintenance building of approximately 11,000 square feet. Uncovered space on the site will also be available to the Contractor. Contractor is responsible for all maintenance to the office building, storage facility and the facility site. Contractor shall also be responsible for all necessary insurance/liability coverage as well as all utility costs. Any additional space required by the Contractor beyond that furnished by the Authority shall be secured by the Contractor at the Contractor's expense.

The space provided by the Authority is being made available to the Contractor at the sole discretion of the Authority. The Contractor agrees to vacate any or all of the office, warehouse/maintenance building, and uncovered space upon 90 days written notice from the Authority.

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Prework Conference

The Manager of Maintenance will 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.

5.2 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.

5.3 Subletting Work

5.3.1 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 Authority's Executive Director.

5.4 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.

5.5 Highway Maintenance Operations

5.5.1 The Contractor shall be available on a 24-hour a day, 7-day a week, 52-week a year basis. The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

5.5.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays (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. Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday and all day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so authorized by the written approval of the Manager of Maintenance. No work shall be done when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the Manager of Maintenance, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.

5.5.3 Prior to beginning maintenance operations, the Contractor shall submit to the Manager of Maintenance, for approval, two (2) copies of the Contractor's proposed plan and methods for performing the required highway and bridge maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

5.5.4 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees requiring access to any Authority facility 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. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to facilities.

5.5.5 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.

5.5.6 In circumstances where the work has assigned to it a specific time increment within which to accomplish the task (if any), the Manager of 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.

5.5.7 The Authority will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:

a. Up to 1 hour late - $100.00 reduction.
b. More than 1 hour late - $200.00 reduction.
c. For each additional hour late - $200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Authority that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this subarticle.

No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew.

5.5.8 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 Manager of 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.

5.6 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.

The Authority anticipates future roadway and bridge construction in the Contract limits which could also result in suspension of the work. Upon direction from the Authority, the Contractor shall reduce roadway maintenance activities in the construction areas designated by the Authority until such time as the suspension is lifted. The only maintenance activities that shall be performed by the Contractor in the designated areas are litter removal, herbicide applications and emergency response. Payment will only be made to the Contractor for the maintenance activities performed during the suspensions at the appropriate reduced cost per centerline or lane mile shown in the Price Proposal.

5.7 Liquidated Damages

5.7.1 The Contractor shall pay to the Authority liquidated damages not to exceed $200 per day for failure of the Contractor to complete the work within the time stipulated in the Work Plan or maintenance specifications or within such additional time as may have been granted by the Authority. It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework.

5.7.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, default days shall be counted in calendar days.

5.7.3 If the Contractor (or, in circumstance of the Contractor default, the surety) fails to complete the work within the time stipulated in the Work Plan, or within such extra time as may have been granted by the Authority, the Contractor (or the surety) shall pay to the Authority, not as a penalty but as liquidated damages, the amount due.

5.7.4 Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of the Authority of the liquidated damages due under the Contract.

5.7.5 In the event of default by the Contractor and the completion of the work by the Authority, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the work due to any unreasonable action or delay on the part of the Authority.

5.7.6 The work will be considered completed when all work has been accepted by the Manager of Maintenance. The Authority reserves the right to apply as payment on such liquidated damages any money due the Contractor by the Authority.

5.8 Evaluation and Acceptance of Work

5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by the Authority. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.

5.8.2 For roadway maintenance work, the major criterion used by the Authority for evaluating the Contractor's performance and acceptability of the completed work will be the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic and drainage by the Florida Department of Transportation through its annual Maintenance Rating Program (MRP). The Contractor shall achieve and maintain an MRP of 91 for S.R. 408, S.R. 417, and S.R. 528. S.R. 551 is not scored by MRP.

The MRP score is not the only evaluation criterion that the Authority will use to evaluate Contractor performance. The fact that the Contractor is able to achieve the required scores for each roadway shall not relieve the Contractor from its responsibility to constantly monitor and maintain the roadways and all of their elements and characteristics. For example, with regard to vegetation/aesthetics, the Authority expects the Contractor to keep S.R. 408, S.R. 417, S.R. 528 and S.R. 551 virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all times. The Authority further expects the Contractor to be sensitive to the needs and perceptions of the Authority's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only pleasing to the eye but also smooth, safe and comfortable as well.

The FDOT will conduct MRP ratings for the Authority every four months on S.R. 408, S.R. 417 and S.R. 528. Beginning with the first four-month period, the Authority will hold retainage equal to one percent (1%) of the cumulative amount of four months payments for each point below an overall maintenance rating of 91. The Authority will hold retainage equal to one-half of one percent (.5%) of the cumulative amount of four months payments for each point below 89 on any element rating. The Authority will hold retainage equal to one-quarter of one percent (.25%) of the cumulative amount of four months payments for each percentage point below 80 on any characteristic rating.

The Authority will hold retainage until the FDOT conducts the final four months maintenance rating and the maintenance rating for the year is determined. To calculate the "annual" retainage amount, the above retainage percentages will be applied against the Contract amount for that year rather than the cumulative amount of four months payments. If this "annual" calculated retainage is less than the retainage being held, the balance due the Contractor will be paid with the twelfth payment for that year. If the "annual" calculated retainage is more than the retainage being held, the balance due the Authority will be deducted from the twelfth payment for that year.

5.9 Compensation

The Contractor will be paid monthly according to the schedule below. Monthly dollar amount will be the total Contract amount multiplied by the monthly factor listed below.

Month	Year 1	Years 2-5
1	0.019	0.017
2	0.019	0.017
3	0.016	0.017
4	0.016	0.017
5	0.016	0.017
6	0.016	0.017
7	0.016	0.017
8	0.016	0.017
9	0.016	0.017
10	0.016	0.017
11	0.016	0.017
12	0.018	0.013
Yearly Amount	0.200	0.200

END OF SECTION

TABLE OF ATTACHMENTS
MAINTENANCE SPECIFICATIONS

HIGHWAY MAINTENANCE

Attachment	Specification Title
1.	Roadside and Slope Mowing
2.	Litter Removal
3.	Guardrail Repair
4.	Fence Repair
5.	Roadway Lighting Maintenance and Repair
6.	Attenuator Maintenance and Repair
7.	Pavement Marking and Signing
8.	Traffic Control Devices
9.	Cable Barrier System
10.	Fertilizer Application
11.	Chemical Control of Weeds and Grass
12.	Graffiti and Stain Removal
13.	Asphalt-In-Place
14.	Mechanical Road Sweeping
15.	Repair and Restoration of Slopes, Shoulders and Roadside Ditches and Canals
16.	Drainage System Repair and Cleaning
17.	Concrete Repairs and Joint Sealing
18.	Tree Trimming and Removal
19.	Specification Section 102, Maintenance of Traffic
20.	Specification Section 560, Coating Structural Steel
21.	Railroad Crossing Maintenance

Abbreviations

EPA	Environmental Protection Agency
MUTCD	U.S. Department of Transportation Manual on Uniform Traffic Control Devices
FDOT	Florida Department of Transportation

Attachment 1
ROADSIDE AND SLOPE MOWING

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to perform routine mowing of grassed or vegetated roadside areas, litter removal and disposal, and chemical control of weed and grass to include landscape areas.

1.2 The work in described in these specifications includes routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment and the periodic mowing of areas that may require the use of specialized equipment. Hand labor or small machine mowing may be required to perform the specified work in certain areas or during certain times. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

1.3 Apply fire ant control as directed by the Manager of Maintenance to control fire ants when mounds form above normal ground line. Use only EPA approved fire ant control. Method of application and dosage shall be as recommended by the manufacturer.

2.0 Types of Mowing Areas

2.1 Roadside mowing encompasses the routinely mowed areas of shoulders, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms, around retention ponds, dry retention areas, out parcels, raised median islands and various width utility strips and similar areas designated by the Manager of Maintenance and conducive to the use of high production equipment.

2.2 Slope mowing is generally limited to slopes greater or steeper than 3:1 and that are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, canal banks, etc. Perform slope mowing using a boom-type slope mower, hand held equipment or other equipment suitable for mowing steep slopes.

3.0 Quantity and Frequency of Mowing

3.1 The mowing cycles specified represent the type of mowing to be accomplished. The area and limits of mowing will be established in the field by the Manager of Maintenance. Verify the type of mowing to be accomplished.

3.2 The Manager of Maintenance will direct the Contractor when to begin each mowing cycle. The number and the timing of cycles will depend upon the growth conditions of the grass during the season. Routine roadside mowing shall occur a

minimum of fourteen (14) times per year and routine slope mowing shall occur a minimum of ten (10) times per year. Two of the 14 roadside mowing cycles shall be herbicide mowing as specified in Chemical Control of Weeds and Grass. The actual number of cutting cycles of roadside and slope mowing may be increased or decreased as directed by the Manager of Maintenance.

3.3 Weather permitting, complete one cutting cycle for roadside and/or slope areas within 20 calendar days of beginning the cycle.

4.0 Equipment

4.1 All equipment shall be subject to inspection by the Manager of Maintenance or designated representative at any time. Properly maintain safety devices, as described in the Scope of Services, at all times.

4.2 If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

4.3 Inspection of the Contractor's equipment by the Manager of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

4.4 Equipment which damages the pavement or turf in any way will not be allowed. Repair all damage caused by the Contractor's equipment to the satisfaction of the Manager of Maintenance and at no cost to the Authority. Repairs to pavement or turf shall be completed within 21 days after the damage occurs.

5.0 Mowing Equipment

5.1 The mowing equipment shall be in good repair capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings.

5.2 Furnish equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. If, in the opinion of the Manager of Maintenance, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Manager of Maintenance may direct the Contractor to provide additional equipment at no additional cost to the Authority.

6.0 Method of Operations

6.1 Notify the Manager of Maintenance when a cycle is started and also notify the Manager of Maintenance when work is interrupted due to weather, equipment breakdowns, etc.

6.2 On the initial routine cutting cycle, commence mowing at either or both extremities of the project and proceed continuously toward the opposite end. On subsequent cycles, follow the pattern adopted for the first cycle unless the Manager of Maintenance specifically authorizes a change in the pattern.

6.3 At the conclusion of each working day, complete all mowing within the longitudinal limits worked, except that not more than one mile may be partially mowed.

6.4 Complete each cutting cycle prior to beginning another cycle.

6.5 When weather conditions or work by other Authority contractors prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Manager of Maintenance may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. When directed by the Manager of Maintenance, do not mow grassed areas that are saturated with standing water. Mow these areas at subsequent cycles when required by the Manager of Maintenance

6.6 Perform litter pick up immediately prior to the mowing operation to preclude the spread of litter.

6.7 During mowing operations, consult with the Manager of Maintenance for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-mow, without additional compensation, the area(s) so that the total cutting cycle may be satisfactorily completed within the specified time.

7.0 Limitation of Operation

7.1 When mowing within ten (10') feet of the travel way, operate equipment in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the MUTCD.

7.2 When necessary for mowing machines to cross bridges with full width shoulders on the right, make the crossing on the shoulder. Cross all bridges with care. Keep such crossings to the minimum required to completed the work as specified.

7.3 When necessary for mowing machines to cross the travel way, select a location that provides a minimum five hundred (500') feet of unobstructed sight distance. The mower operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings.

8.0 Quality of Work

8.1 Cut all grass and vegetation to a height of six inches (6") with a maximum tolerance of one-half (1/2") inch plus or minus.

8.2 Connect areas of different widths with smooth flowing curve transitions. The accumulation or the piling of cuttings will not be permitted.

8.3 Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours. Mow around landscaped areas so as not to discharge clippings into the planting beds.

8.4 Mow around existing appurtenances as directed by the Manager of Maintenance. Appurtenances shall include, but are not necessarily limited to, sign post and bases, delineator posts, fences, guardrail or barrier walls, headwalls, endwalls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc.

8.5 Mow small areas (out parcels) of less than 1 acre outside of the fenced right of way that the Authority owns. In most cases, this mowing shall require small machine or push-type mowers and hand work.

8.6 The Contractor will not be required to rake or remove grass or other vegetation cuttings from the right-of-way. Grass or clippings spread by the Contractor on paved areas or landscaped areas as a result of mowing operations shall be removed immediately.

END OF SECTION

Attachment 2
LITTER REMOVAL

1.0 Description

1.1 Pickup, remove and dispose of litter and debris from the limits of the highway right-of-way from fence to fence to include landscaped areas.

1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.

1.3 It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.

1.4 The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Authority's Manager of Maintenance.

1.5 These specifications are end-result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality.

2.0 Quantity and Frequency of Removal

2.1 The number and timing of litter removal will depend upon the litter conditions that exist. Litter removal will typically occur in advance of the mowing operation. The contractor shall complete a minimum of fourteen (14) litter removal cycles per year. The actual number of cycles may be increased or decreased as directed by the Manager of Maintenance and is not dependent on the number of mowing cycles.

2.2 For daily maintenance patrol, provide one (1) laborer, vehicle, shovels and brooms. The daily patrol shall consist of a complete round trip through the Contract area, 6 days per week, 52 weeks per year, each direction, both sides of the roadway and ramps, removing and disposing of the debris, including dead animals, vehicle tires and any materials on the paved surfaces. Large items visible from the driving surface such as cardboard boxes, tire pieces, buckets, etc., laying in the turf or landscaped areas shall also be removed. The Authority expects the Contractor to keep the area within the project limits virtually litter free on a daily basis to ensure that all turf areas have a pleasing and presentable appearance at all times.

2.3 No work will be permitted during non-daylight hours.

3.0 Equipment

3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.

3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.

3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices or precautions unique to the equipment as determined by the Manager of Maintenance. Such devices may include but not be limited to amber flashing lights, slow moving vehicle signs, flagged antennas or fluorescent orange flags.

4.0 Disposal of Litter and Debris

4.1 Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. Dispose in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

4.2 Provide 30 cubic yard roll-off dumpster for tire/rubber debris at University Mainline Toll Plaza.

5.0 Quality of Work

5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Manager of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Manager of Maintenance or designated representative to be unacceptable shall be re-cleaned at no cost to the Authority.

5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected. The Manager of Maintenance's decision as to acceptance or rejection of an area will be final.

END OF SECTION

Attachment 3
GUARDRAIL REPAIR

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of guardrail, realign panels, posts, blocks and anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

2.1 Replace damaged guardrail and accessories using materials of a like kind unless directed otherwise by the Manager of Maintenance or designated representative.

2.2 All guardrails shall meet the design specifications in accordance with the Florida Department of Transportation (FDOT) Design Standards Index No. 400 unless directed otherwise by the Manager of Maintenance.

2.3 Use any salvageable materials within the limits of each work site in that work site at no additional cost to the Authority.

2.4 Remove all debris, including the original guardrail materials, from the right-of-way at the end of each working day unless otherwise allowed by the Manager of Maintenance. All original guardrail materials removed and not used in the reinstallation shall become the property of the Contractor and shall be transported from the Authority property and disposed of properly at locations provided by the Contractor unless otherwise directed by the Manager of Maintenance.

2.5 Damaged guardrail is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards. Permanent repairs to damaged guardrail must be completed within ten (10) days, unless, due to the severity of damage, the Manager of Maintenance determines a shorter time frame is necessary.

2.6 When directed by the Manager of Maintenance, apply a paint coating over galvanized structural members and over areas of previously galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound conforming to FDOT Specifications.

END OF SECTION

Attachment 4
FENCE REPAIR

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to repair and maintain right-of-way fences. Repairs may be necessary on both chain link (Type B), special vinyl coated chain link wire fabric and farm type (Type A) fencing.

1.2 Remove and replace or repair deteriorated, damaged or destroyed fencing.

1.3 This work may consist of the removal, furnishing of materials, and replacement or mending of wire fabric, special vinyl coated chain link wire fabric, barbed wire, line posts, corner brace posts, braces and associated fasteners, gates and other hardware, for both chain link (Type B) and farm (Type A) fencing.

2.0 Contractor Responsibilities

2.1 Obtain satisfactory permits or permission from property owners for any encroachments required to perform the work.

2.2 As part of this work and prior to the installation of the replacement fence, clear the alignment of all brush and/or vegetation as may be required. Cleaning to a width of at least two feet on each side of the fence line but shall not go beyond the right-of-way line.

2.3 Mend or replace damaged fence and accessories using materials of a like kind. Contractor shall provide all necessary chains, cables and locks to secure all right-of-way gates.

2.4 Perform installation in accordance with FDOT Standard Index Drawing Nos. 800, 801, and 802.

2.5 Remove all debris, including the original fence materials, from the right-of-way and dispose of at locations provided by the Contractor.

2.6 Replace all fence removed during any one working day during that same day. While the fence is down, provide continuous security to ensure that no automobiles or vehicles enter or exit the roadway from the temporarily unfenced area. Give specific attention to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

2.7 All materials used in this work shall conform to Section 550 of the FDOT Standard Specifications.

2.8 Install replacement fence on the same alignment as the removed fence. Install the replacement fence at a uniform height and tension with all line and pull posts set in a vertical direction. Replace fence posts in kind.

END OF SECTION

Attachment 5
ROADWAY LIGHTING MAINTENANCE AND REPAIR

1.0 Description

Provide all labor, equipment, materials and incidentals to perform roadway lighting maintenance on all roadway light poles, sign structure lights, under deck bridge lights and high mast light poles as described below.

The maintenance contractor shall possess a license to do business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. Submit a copy of the license with the bid proposal package. All work is to be supervised by an onsite Journeyman Electrician possessing a current license from the local municipality or county.

Comply with all local licensing requirements and ordinances governing performance of the work. Perform all work in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the current edition of the MUTCD, the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System current at the time of the contract letting, and Department Standard Specifications. Employees will be familiar with and apply all appropriate safety practices during the life of this Contract. Training in the application of "Occupational Safety and Health Standards" (reference 29 of the Code of Federal Regulations, Part 1910.333) relating to "lockout and tagging" procedures will be MANDATORY for all persons employed on this Contract.

2.0 Contractor Responsibilities

2.1 Night Patrolling and Inspection of System

A. Perform night patrol and inspection of the entire system once a month. Identify each outage by pole number on an inspection report form provided by the Manager of Maintenance. Submit the inspection report to the Manager of Maintenance at the completion of each patrol inspection.

B. Perform work necessary based on the results of the inspection. The Authority expects all lights on the system to operate as designed. The Contractor shall repair or replace lights within 48 hour of notification by the Manager or Maintenance. If the contractor fails to repair or replace lighting within 48 hours a penalty of $100 per day per light will be assessed.

2.2 Diagnostic and Repair Work

A. Perform the diagnostic work per pole location and sign location, load centers and circuits as identified by the system patrol and inspection.

B. If the diagnosis reveals the problem to be a routine or minor maintenance item, as defined herein, make repairs at the same time as the diagnostic inspection. Should the diagnosis determine the problem to be major repair, as defined herein, report such to the Manager of Maintenance. Submit a Diagnostic Work Report.

C. Use licensed qualified personnel for appropriate work.

2.3 Routine/Minor Maintenance

A. Perform routine/minor maintenance at the same time as diagnostic work on a luminaire assembly (including sign and high mast poles).

B. Perform routine/minor maintenance functions and repairs at the same time Diagnostic Work is performed.

C. Routine maintenance is defined as replacing, cleaning or repairing any or all other following items:

1. Hardware such as hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, ground wire for metal pull box covers, and other small components.
2. Bird guards and reflectors.
3. Gaskets and filters.
4. Electrical shorts not requiring replacement of buried cable.
5. Lamp and photocell sockets (waterproof).
6. Tree trimming to allow servicing of lights.
7. All pole or structure wiring (usually No. 10 wire) from the luminaire to the supply cable connection.
8. Signing Bracket Arm.
9. Leveling of under-deck light fixture or pole mast (bracket) arm.
10. Cleaning refractors (Glassware).
11. Pea rock in pull boxes.
12. Electrical putty on ends of conduit.
13. Lamps.
14. Ballast assembly.
15. Refractors (glassware).

16. Grounding wires and rods.
17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors, Sockets, and other such Electrical Components

D. Whenever the above listed items have been vandalized, rusted or oxidized, are missing, frayed, defective, damaged or have stopped functioning for whatever cause, the repairing, cleaning or replacing of them shall be defined as routine maintenance except where the cause is from a vehicle strike or a natural cause such as lighting, wind or flooding where the scope of the repair or replacement becomes a major repair effort.

E. Perform cleaning of refractors (glassware) at the same time as any routine maintenance function is performed.

2.4 Reporting and Tagging

A. Furnish detailed daily field work performance report forms to all crews. Crews shall fill out these daily field work performance reports on every location, giving a complete description of work performed, pole number, location by grid map or nearest count to a ramp or bridge, and a complete description of problem(s) to be corrected. Before leaving the location, the description of problem(s) to be corrected by another service crew shall be noted on a tag which shall be attached to the fixture that is in need of additional service. This shall be noted on the Daily Report and Tag Procedure.

B. Submit Daily Report Forms, with a summary of all reports filled out in triplicate, to the Manager of Maintenance at the end of each week. Upon verification of these reports, the Manager of Maintenance shall sign and return two copies.

C. Meet with the Authority's authorized representative monthly to discuss any subjects pertinent to this work. Additional meetings may be called by the Authority as needed.

2.5 Major Repair

A. Work shall include the replacement or repairing of damaged or missing light poles, foundations, transformer bases, luminaires, mast arms, buried cable and conduit between poles and high mast lowering devices.

B. Replace light poles damaged by traffic within five working days from date of notification or fourteen days from when new foundations are poured-in-place. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring), and all hardware, covers, caps, splices and appurtenances necessary to make a complete replacement installation.

C. Transport all damaged poles, mast arms, luminaires and parts thereof to a location designated by the Manager of Maintenance (including the Contractor's yard) and shall remain the property of the Authority.

D. Install all replaced poles as originally constructed or by an alternate method proposed by the Contractor and with the approval of the Authority.

E. All major repair work shall be approved by the Manager of Maintenance.

F. Reuse of repaired or usable salvaged components, as verified by the Manager of Maintenance, will be allowed.

G. All components used shall be in accordance with the original record drawings and use only current approved components. Alternate components shall not be used unless requested in writing and approved by the Manager of Maintenance. Equipment installed that is not previously approved or as installed per the record drawings shall be replaced with accepted components at no cost to the Authority at the request of the Manager of Maintenance.

2.6 Emergency Repairs

The Contractor shall be responsible at all times, including after normal work hours and weekends, for removal of knocked down poles or mast arms from a travelway, and the repair of the electrical system in such a manner as to prevent electrical shock to Authority personnel, the general public and Contractor's work force.

3.0 Performance Standards

3.1 General

3.1.1 Luminaire

A. Replace luminaire if damaged or missing.

B. Inspect luminaire for rust or oxidation and water intrusion.

3.1.2 Lamps

A. Check all lamps for looseness. If any are loose, remove and inspect the socket.

B. Lamp shall be Sylvania, General Electric, Norelco or Westinghouse.

C. If lamp or lamp socket shows any sign of improper operation, check to determine the cause and then correct deficiencies.

D. Visually check all new lamps for defects prior to installation.

E. Test lamps for proper functionality after all repairs.

3.1.3 Glassware or Plastic

A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.

1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.

2. With a hinged-door fixture, unfasten and hair brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.

B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.

C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism.

3.1.4 Reflectors

A. Clean and/or polish the inner surface of reflectors with removable polish, use of water is not permitted.

B. Replace reflector if the original reflective qualities cannot be adequately restored.

C. Replace complete new fixture if reflector cannot be replaced separately.

3.1.5 Gaskets and Filters

A. Clean neoprene or silicon gaskets of foreign material and oxidation and aligned if necessary.

B. Spray neoprene or silicon gaskets with a special treatment to prevent oxidation and sticking.

C. Replace all felt or Dacron gaskets with Dacron Sutron gaskets of the proper thickness and width to form a perfect seal.

D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.

E. Replace all non-functioning, stretched or cracked gaskets.

F. Check filters and replace when worn or dirty as necessary.

3.1.6 Bird Guards

A. Replace missing bird guards.

B. If bird guards are not available to fit the specifications of the present fixture, design and install new bird guards for that fixture.

C. Keep bird guards in working condition at all times.

3.1.7 Hinges and Latches

A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.

B. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

3.1.8 Fasteners and Snaps

A. Replace all fixtures which have fasteners or snaps that are obsolete.

3.1.9 Leveling

A. Correct all fixtures which are not properly level.

B. Shim the pole base so the pole will be vertical.

C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.

D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

3.1.10 Mast Arms

A. Inspect mast arm for rust or oxidation.

B. Drill 1/8" weep holes where evidence of water pockets are found in certain types of aluminum arms.

C. If possible, adjust mast arm that is bent or incorrectly positioned. Replace if unable to be repaired.

D. If the mast arm is missing, install a new mast arm of the proper length and shape.

3.1.11 Photo Cells

A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.

B. Replace any photocell failing to turn on at proper time.

C. If any photocell is located on a utility pole, obtain permission to climb the pole and check photo cell for continuity.

D. Some service points may include electric service supplied by the Power Company which is photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by the Authority are included in this work.

3.1.12 Sockets

A. Replace defective photocell sockets.

B. Replace lamp sockets which are defective or damaged due to high heat or other causes.

C. Replace defective socket holders.

D. Correct improper connections.

E. Replace lamp sockets in the same position to assure proper light distribution.

3.1.13 Hand Hole Plates

A. Check all hand hole plates and repair where needed.

B. Replace all missing hand hole plates.

3.1.14 Wiring

Perform all wiring consistent with rules established by A.N.S.I. (American National Standards Institute) and all appropriate Electrical Codes.

A. Luminaires

1. Perform rewiring, as needed, on the luminaire head on the integral ballast using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.

2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.

B. Pole Risers

1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.

2. When rewiring poles, use #10 THW wire consistent with established color codes.

3. Maintain lightning protection by connecting all metal components, i.e, luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole.

   a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.

   b. Metal poles may be used as the conductor in lieu of the ground wire.

   c. The current carrying neutral wire is not connected to ground at each pole, but only at the distribution panel.

C. Grounding Wires

1. Run a #6 AWG bare copper bond wire (counterpoise) in the same trench as the PVC conduit buried 3" above this conduit. This bond wire shall connect all ground rods and poles electrically to one another.

2. Connect poles mounted on bridges and structures to a #6 THW, green bond wire run with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil at each end of the structure.

3. The ground resistance of the connected counterpoise system shall not be greater than 10 ohms at any location: (Using a direct reading Groundohmer or Groundometer as the measuring device).

4. Any conduit shall contain an insulated bond wire as specified in No. 2 above.

D. Pole Bases

1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with Duraline/MG2 or Authority approved equal.

2. Properly install weatherproof, pull-apart "Y" fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut connectors are not permitted.

   In-line, pull-apart, weatherproof, connectors are permitted when Duraline/MG2 is not installed per original contract provided connections are made with compression sleeves, split bolts or are soldered before being made waterproof.

3. Twist type weatherproof fuse holders approved for the application and UL listed may be used in lieu of pull-apart connectors at any location where the pole need not be frangible, i.e., behind guardrail, behind bridge rail, concrete poles, etc. (This may not replace existing Duraline/MG2 components)

4. Place fuse inserts in the "hot leg" of the pole riser. Place blank conductor inserts in the neutral leg of the pole riser. Fuse both legs where there is no neutral conductor.

5. Place a #6 AWG bare bond wire from the ground rod under the ground lug at the bottom of all metal poles.

6. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole.

7. Seal ends of conduit with electrical putty.

E. Circuit Current Carrying Conductors

1. Avoid damage to insulation where new conductors are to be pulled into existing duct.

   a. Use lubrication.
   b. Use pulling aids.
   c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
   d. Install wire of the same size and type as that removed.

2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Manager of Maintenance.

3. Install all new underground wiring in duct or conduit. Direct burial is not acceptable.

4. Lay conduit in trenches with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches. Devices which plow conduit into the ground may not be used.

F. Distribution Boxes

Regardless of location, the distribution box, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the Authority master locks. Furnish an extra padlock key to the Manager of Maintenance.

G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Manager of Maintenance.

3.1.15 Ballast

A. Check ballast and replace any that are malfunctioning, defective or failed.

B. Wire ballast as specified under WIRING.

C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

3.1.16 Fuses

A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.

B. Fuses are located as a part of the pull-apart connectors either in the pole hand hole or in the transformer base. Lubricate the pull-apart connector whenever the fuse is checked.

3.1.17 Grounding

A. Each pole shall be grounded. If not grounded, drive an approved twenty foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.

1. Run a #6 stranded copper wire from the top of the grounding rod through the transformer base at a hole located there. (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.

2. Wrap the copper wire around a bolt on the inside of the transformer base or pole base and connect with a UL approved ground lug.

3.1.18 Transformer Base

A. Replace missing transformer base doors .

B. Re-tap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.

C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.

D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

3.1.19 Poles

A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.

B. If the pole is leaning, shim at the base to return it to proper position.

C. Replace bent or deformed poles.

D. If any portion of the riser wire going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new wire.

E. Plug conduit coming out of the foundation with electrical putty.

F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

3.1.20 Salvaged Materials and Authority Furnished Materials

Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of the Authority. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Manager of Maintenance. The Contractor may be required to use salvaged, repaired or materials furnished by the Authority.

3.1.21 Sign Lights and Under Deck Lights

A. Fixture: Keep all drain holes in fixture open and filtered.

B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.

C. Ballasts

1. Replace defective ballasts with Authority approved parts.
2. Ballasts mounted in a location that is difficult to service may be relocated on the structure for easier accessibility at no additional cost to the Authority.

3.1.22 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

3.1.23 Wiring

A. The size of wire to be used shall be determined by the Contractor in accordance with the NEC, and shall be at least the same size as the wire it replaces. All wire shall be THW copper wire.

3.1.24 Conduit

A. All underground conduit shall be 2" min. Schedule 40, PVC.

B. Above ground conduit shall be IMC or GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.

C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.

D. The Contractor shall be responsible for all underground locates.

END OF SECTION

Attachment 6
ATTENUATOR MAINTENANCE AND REPAIR

1.0 Description

1.1 Furnish all labor, equipment, and tools necessary to complete the work as specified to include all attenuators at all mainline and ramp toll plazas. Use only experienced personnel to perform the required inspections and repairs.

2.0 Contractor Responsibilities

2.1 The manufacturers of the Authority approved vehicle attenuator devices have published written instructions that detail operational characteristics, maintenance check lists, impact repair procedures and a materials list for parts replacement. The Contractor shall obtain this information directly from the manufacturer.

2.2 Maintain an inventory of basic spare parts in stock at Contractor's facility. Replenish the stock as parts are used. Contractor shall have immediate access to repair parts for all Authority approved attenuators.

2.2.1 Maintain a complete inventory of all attenuators including units at mainline and ramp plazas by type, number of bays and location on S.R. 408, S.R. 417, S.R. 528 and S.R. 551.

2.3 Completely repair an attenuator at a site within five (5) calendar days after notification by the Manager of Maintenance, FDOT semi-annual inspection report, or by accident report.

2.3.1 Contractor shall make repairs to attenuators identified by semi-annual FDOT inspection reports within 5 days. Return completed and signed inspection report to FDOT with one (1) copy to the Manager of Maintenance.

2.4 Submit two (2) copies of repair reports to the Manager of Maintenance within two days after the repairs are completed. The report shall show the date, time and location of the repairs as well as a list of parts replaced and the name(s) of the Contractor's personnel performing the repairs.

2.5 Use salvaged parts in the repairs whenever possible. Parts that are not reusable as determined by the Manager of Maintenance, are the property of the Contractor and shall be removed and disposed of properly.

2.6 If directed by the Manager of Maintenance, furnish and install a Temporary Inertia Attenuator System (complete 5 module set) at a site where repairs to the permanent attenuator system are in progress. Install temporary inertia attenuators in accordance with the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Index Drawing No. 415 which is incorporated herein by reference and made a part of this contract as if fully set forth herein.

2.7 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651 and the MUTCD.

END OF SECTION

Attachment 7
PAVEMENT MARKING AND SIGNING

1.0 Description

1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair pavement marking and signing including feeder roads, connector roads, and off-system roads in the area covered by the Contract.

1.2 Signing work will be defined as follows: 1 post signs (single post), 2 or more posts (multi-post) signs, and overhead signs, and ground mounted message board signs. Work on overhead sign panels will include repair or replacement as necessary. Work on overhead sign structures will be limited to minor repair work only, including welding of structures. This Contract does not include installation or replacement of overhead sign supports. Work on ground mounted message board signs shall include all electronics, software and computer components. All new single post, multi-post and overhead sign panels shall be installed using new hardware

1.3 Pavement marking work shall include reflective pavement markers (RPMs), flexible delineators, striping and pavement messages.

2.0 Contractor Responsibilities

2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon notification by the Manager of Maintenance. In general, emergency response work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew.

2.2 Schedule single post and overhead sign work so as to be completed within 7 calendar days after notification. Complete multi-post sign work within 14 calendar days after notification. Completion of work shall not be affected by performance of emergency response work.

2.3 The Authority will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or industry standard based on the item(s) being manufactured.

2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day, excluding Sundays and legal holidays upon notification by the Manager of Maintenance. Completion of pavement marking work shall not be affected by the performance of emergency response or routine work for signing work. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew

2.5 As part of the daily service patrol inspect the signing and pavement markings. Pavement markings include striping, reflective pavement markers (RPMs) and delineators (surface and roadside mounted).

2.5.1 Signing issues to be addressed at time of service patrol are straighten all leaning or misaligned signs (including panel deflection angle) and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items.

2.5.2 Pavement marking issues to be addressed at time of service patrol are ripped, damaged or missing striping material, severe ware (i.e. ware beyond normal) and misaligned striping due to vehicular contact. Straighten leaning or misaligned delineators and replace missing delineators.

2.5.3 Make a list of all signs and pavement markings that require repair or replacement. Provide a copy of the list to the Manager of Maintenance. Repair/replace signing and pavement marking as approved by the Manager of Maintenance.

2.5.4 Be prepared to repair/replace RPMs and delineators on a weekly basis (during service patrol if quantity is small) or within 48 hours of receiving approval for larger quantities.

2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting.

2.7 Equipment must be approved by the Manager of Maintenance before being placed in service. Safety devices shall be properly maintained at all times the equipment is in use. If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

2.8 Submit to the Authority shop drawings from the panel manufacturer for approval prior to fabrication. Shop drawings are required for all new panels and overlays regardless of mounting type, i.e. single post, multi-post or overhead.

3.0 Design Criteria and Installation

3.1 The Authority's Guidelines for Design and Preparation of Signing and Pavement Marking Plans (September 2009) and subsequent updates is made part of the Contract by reference as if fully set forth herein. Where the Authority standards, as specified in the Guidelines, differ from either Federal or State signing and pavement marking standards, the Authority Guidelines shall take precedent. The portions of the FDOT Standard Specifications and the FDOT Design Standards cited below are made a part of the.

3.2 FDOT Standard Specifications:

In case of discrepancies between these Maintenance Specifications and the Standard Specifications, these specifications will take precedence.

1. Section 700, Highway Signing
2. Section 705, Object Markers and Delineators
3. Section 706, Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
4. Section 710, Painted Pavement Markings
5. Articles 711-2, through 711-6 of Section 711 regarding thermoplastic compound
6. Section 713, Permanent Tape Stripes and Markings
7. Articles 994-2 and 994-3 of Section 994, regarding Reflective Sheeting

3.3 Index Drawings:

Nos. 400, 410, 600 through 670, 700, 11200 through 11860, 13417, 17302, 17345 through 17349, 17352, 17355, 17357 and 17359.

3.4 Unless otherwise directed by the Manager of Maintenance or specified herein, all salvaged material will remain the property of the Authority to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by the Authority shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.

3.5 All tubing supports will require post anchor to prevent turning of the sign structure.

3.6 For all new sign regardless of mounting type (ground or overhead), stencil or apply a decal with the following information on the back of each panel: OOCEA/Maintenance; Fabricator's initials and date of fabrication (DOF); Sheeting manufacturer and name of sheeting; Date of installation (DOI). Stencil or apply decal in the lower left corner of the panel. Stencil or decal using black paint when back of panel is not painted black. If back of panel is painted black, stencil or decal using white paint. Stencil or decal in large enough letters to be clearly legible.

3.7 For full or partial overlays, regardless of mounting type (ground or overhead), stencil or apply decal meeting all requirements contained herein. Leave the existing decal visible.

3.8 For roadside sign relocation, abandoned sign footers must be removed to twelve (12) inches below existing ground elevation.

3.9 All new single post, multi-post and overhead sign panels shall be a minimum of 0.125 inches thick aluminum. All overlays shall be a minimum of 0.08 inches thick aluminum. Extruded panels are not allowed. No more than one horizontal splice shall be allowed in large panel fabrication. The horizontal splice shall be at the centerline of an interior wind beam and shall be located between lines of copy on the panel face.

3.10 For new single post and multi-post assemblies or panel replacements, use 3M ™ Company Very High Bond (VHB) Acrylic Foam Tape number 4950 in combination with mechanical fasteners to attach panels to wind beams, brackets and splice plates. Install VHB tape meeting all 3M™ requirements and in conformance with the Special Provision included at the end of this section. Do not reuse VHB tape once installed. Submit VHB calculations with panel shop drawings.

3.11 Use countersunk screws for the mechanical fasteners when installing new single post, multi-post and overhead sign panels. Apply a patch matching the sheeting color and material over each countersunk screw. Patch shall be of sufficient diameter to secure patch to sign face. Orient the patch in the same direction as the sign face material.

3.12 For new signs and full or partial overlays, regardless of mounting type, use 3M ™ Company Diamond Grade Cubed™ (DG3) Reflective Sheeting. Use 3M ™ Company Diamond Grade Cubed™ (DG3) Fluorescent Yellow Reflective Sheeting when installing new panels or overlays for the following warning signs: Lane Drop (W4-2), Lane Ends (W9-1, W9-2), Reduce Speed Ahead (W3-5), curves and pedestrian crossing. Use 3M ™ Company Diamond Grade Cubed™ (DG3) Fluorescent Yellow-Green Reflective Sheeting when installing new panels or overlays for school crossing warning sign. 3M Company EC Film 1170NP (clear) shall be applied to all finished panels or overlays for the Authority's Logo, the E-Pass Logo and the Authority's toll shield either free standing or within a guide sign or mile post marker.

3.13 For full sign overlays, overlap of the existing panel is limited to between one (1) and three (3) inches. If new overlay matches the size of the existing sign, trim the corners of the existing sign if necessary such that the existing corners are not visible when overlay installation is complete. Hex head bolts on the sign surface shall be replaced using countersunk screws. Remove all existing overlays prior to installing the new overlay.

3.14 For partial overlays, remove any existing overlay in the same location. Install pop rivets at a minimum of 6" centers on the border of the overlay and 12" centers across the face of the panel(s). Paint pop rivets to match color of sign sheeting at pop rivet locations.

3.15 For multi-post sign supports, aluminum and steel, furnish and install sign supports as specified including any breakaway devices necessary. Determine the number, length, and size of sign supports based on the latest FDOT Multi-post Sign computer program which the Contractor can download from the FDOT's internet site or, if necessary, will be provided on disk upon request. Submit the results of the computer run to the Manager of Maintenance prior to the fabrication of the support(s). Supports shall meet the requirements of Index Drawing No. 11200 as amended below. Round multi-post sign supports may be used at the Contractor's option. However, if these supports are used, submit to the Manager of Maintenance for approval design drawings that have been signed and sealed by a Professional Engineer registered in the State of Florida.

3.16 For single post sign supports and foundations, furnish and install sign supports and breakaway devices meeting criteria in FDOT Design Standard 11860.

3.17 For attenuators, furnish and install nine button Object Markers (OM1-1) as found in the FHWA Standard Highway Sign manual.

3.18 For delineators, roadside and surface mounted delineators that are removed will become the property of the Contractor to be disposed of properly.

3.19 For roadside flexible delineators, use Safe-Hit Corporation, type 2 Guide Posts (48" with flattened top).

3.20 For surface mounted delineators, use single unit Flexstake 48" Low Profile Surface Mount Delineators. Adhere the entire delineator base to the roadway surface.

3.21 For reflective markers:

- Furnish and install 3M™ Company Series 290 Reflective Pavement Markers on the roadway surface. New pavement markers may be offset 1" from the pavement marking line if directed by the Manager of Maintenance, to improve adhesion to old pavement.

- Furnish and install guardrail reflective markers in kind or per the latest FDOT Design Standard (Index 400) as directed by the Manager of Maintenance.

- Furnish and install barrier wall reflective markers in kind or per the latest FDOT Design Standard (Index 410) as directed by the Manager of Maintenance.

Old pavement markers will become the property of the Contractor to be disposed of properly at locations provided by the Contractor. Roadside disposal does not constitute proper disposal.

3.22 For pavement markings, use thermoplastic for stop bars, crosswalks, edge lines along loop ramps and standard pavement messages and directional arrows. Use 3M ™ Company Stamark ™ High Performance Tape Series 380IES for all other striping on the mainline and ramps unless the Authority standards are revised. Furnish and install one stripe of the specified width, i.e.do not abut multiple stripes in order to meet the specified width (example: three 6 inch stripes to make one 18 inch stripe).

3.23 For all traffic striping and pavement markings, furnish and install in accordance with manufacturers specifications traffic striping and marking as specified in herein, including cleaning and protection of surfaces, and curing and protection of all items as required. Removal of pavement marking shall be by a method which

does not significantly damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Repair any damage to the pavement which results from the marking removal operation.

3.24 All ground mount signs, except where noted in the plans, shall utilize 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or Authority approved equal in combination with mechanical fasteners (countersunk screws) to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Index Nos. 11200 and 11860) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Index Nos. 11200 and 11860 shall remain.

A. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

1. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

length ft. x width ft. = (a) ft^2 of sign surface area.

2. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight (lb/ft^2)	
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet and plate weights

_____ ft^2 x _____ lb/ft^2 = _____ lbs. of static load.
(a) from Table (b)

3. Square Inches of Tape: Multiply pounds of load (b) by 4 in^2 of tape per pound to determine amount of tape required to support the load.

_____ lbs. x 4 in^2 /lb. = _____ in^2 of tape.
(b) (c)

4. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

_____ in^2 . 12 in./ft. = _____ lineal foot of 1-inch wide
(c) (d) tape required to support the weight of the sign face

5. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations. Payment shall be included in the unit price for the sign as bid.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the CEI for review by the manufacturer.

B. For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 22 inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1 inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1 inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

C. Installation Procedures

Required Surface Preparation for All Applications

1. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.

2. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and water, then wipe the surface with a clean, dry cloth to remove solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. Contractor shall follow solvent manufacturer's directions and precautions for handling solvent.

3. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be re-cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.

4. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.

5. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

Assembly Steps for Bonding Stiffeners

1. Determine the amount of tape to be used from the procedures detailed above.

2. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Re-cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).

3. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand held roller or tape applicator.

4. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.

5. The sign surface where the stiffener is to be bonded shall be clean and dry.

6. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand held roller used to aid in laminating the stiffeners to the panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

Bonding Backing Strips on Multi-Panel Signs

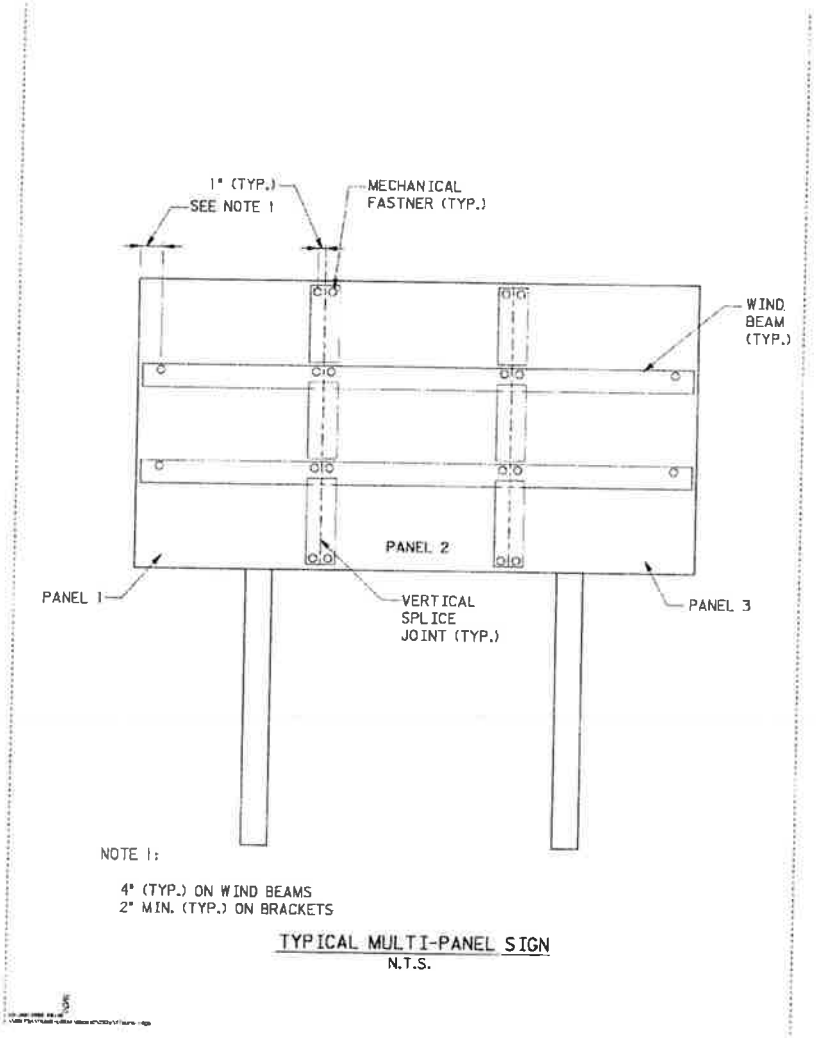
1. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).

2. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.

3. The backing strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.

4. The release liner shall be removed and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

Technical assistance and pricing information for this product may be obtained from 3M Industrial Tape and Specialties at 800-362-3550.



TYPICAL MULTI-PANEL SIGN
N.T.S.

END OF SECTION

Attachment 8
TRAFFIC CONTROL DEVICES

1.0 Description

1.1 Contractor shall furnish, install and maintain traffic control devices for both routine and emergency situations.

1.2 The Authority will provide a list of names and titles of individuals who are authorized to direct the Contractor to provide traffic devices. Do not provide any devices unless specifically directed to do so by an authorized individual.

2.0 Contractor Responsibilities

2.1 Use experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall be certified in accordance with FDOT procedure 750-030-006(a), which is hereby incorporated by reference and made a part of this Contract as if fully set forth herein.

2.2 Provide a Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.
Ensure that the Worksite Traffic Supervisor performs the following duties:

1. Performs on site direction of all traffic control in a work zone.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations to ensure proper Maintenance of Traffic.
4. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
5. Is available on a 24-hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
6. On Maintenance of Traffic lasting more than 24 hours conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

2.3 Emergency Installations

Devices used in emergency situations are classified as either non-traffic control or traffic control.

2.3.1 Non-traffic control devices include Type I and Type II barricades with steady burn or flashing lights and sandbags for weight. These devices shall be used to delineate or identify a hazard along the roadside, median, and shoulder up to within 2 feet of a travel lane. These devices shall also be used within toll plazas.

2.3.2 Traffic control devices shall be used to control or guide traffic under the following general conditions:

a. Type I - Single lane closure
b. Type II - Two lane closure
c. Type III - Full roadway closure and/or detour route signing
d. Type IV - Ramp closure
e. Type V - Lane closure at toll plazas

2.3.3 The approximate number, types, and placement of traffic control devices required for each closure configuration shall be in accordance with the MUTCD and FDOT Design Standards Index Nos. 600 through 650 as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the Manager of Maintenance where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet for purposes of this contract.

2.3.4 Cones which shall be a Type I device can be used during daylight hours only, where their use does not exceed eight hours in any one day.

2.4 Maintenance of Devices

2.4.1 Perform daily inspection of all traffic control devices installed and replace all equipment and devices not conforming to standards.

2.4.2 Keep traffic control devices, warning devices and barriers in the correct position and clearly visible and clean at all times. Check batteries in barricades equipped with flashers and replace if necessary to ensure proper operation. Immediately repair, replace or clean damaged, defaced, or dirty devices or barriers as directed by the Manager of Maintenance.

2.5 Non-Emergency Installation at Interchanges

Furnish, install, and maintain Type II barricades with steady burn or flashing lights and sandbags for weight.

2.6 Variable Message Sign (VMS)

Furnish, operate and maintain portable Variable Message Signs (VMSs) (furnish fuel, oil and batteries) as directed by the Manager of Maintenance.

END OF SECTION

Attachment 9
CABLE BARRIER SYSTEM REPAIR

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to remove, repair or replace damaged or destroyed sections of cable barrier, posts, cables, anchorages and miscellaneous hardware.

2.0 Contractor Responsibilities

2.1 Repair or replace damaged cable barrier and accessories using materials of a brand and quality equal to or better than the ones being replaced and shall be compatible with the existing equipment.

2.2 Accomplish all installations in accordance with the manufacturers requirements.

2.3 Parts provided by the Contractor shall be new. Rebuilt and or repaired parts will not be acceptable.

2.4 Remove and dispose of all debris from the right-of-way at the completion of the work.

2.5 Repair response time shall be a maximum of two (2) hours from time of notification. Reduction in compensation shall be assessed per the Scope of Services for emergency response.

2.6 Damaged cable barrier is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Design Standards.

2.7 Permanent repairs to damaged cable barrier shall be completed no later than the next day, unless, due to the severity of damage, the Manager of Maintenance determines a longer time frame is necessary. Failure to repair the damaged cable barrier within the time specified shall result in a penalty of $100 per day.

2.8 The Contractor shall maintain a sufficient inventory of spare parts for emergency repairs of the cable barrier system at no additional cost to the Authority.

END OF SECTION

Attachment 10
FERTILIZER APPLICATION

1.0 Description

1.1 Furnish and apply bulk fertilizer with truck or tractor pulled distributors to provide required nutrients to establish and maintain grass and vegetation. Apply fertilizer in accordance with the Contractor's approved Work Plan. It is anticipated that applications will occur within the Contract limits twice a year (March or April and September or October). Completion time for each application will be 10 calendar days.

2.0 Contractor's Responsibilities

2.1 Use equipment specifically designed for commercial application of fertilizer. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work.

2.2 Properly use and dispose of all chemicals and fertilizers in strict accordance with applicable local, state, and federal environmental regulations and shall indemnify the Authority for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and fertilizers.

2.3 Fertilizer Requirements

Commercial fertilizer shall comply with all applicable State of Florida fertilizer laws and regulations.

2.3.1 The numerical indication of fertilizer indicates the minimum percentages respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash, contained in the fertilizer.

2.3.2 The chemical designation of this fertilizer shall be 15-0-15 distributed uniformly at 290 pounds per acre unless otherwise directed by the Manager of Maintenance.

2.3.3 The fertilizer shall contain 15% total nitrogen with 50% of its nitrogen in the water insoluble form and shall be derived from a fertilizer grade of:

A. Ureaform containing 38% nitrogen and having an activity index of 40% as determined by the appropriate A.O.A.C. procedure; or

B. Isobutylidene Diurea containing 31% nitrogen with a particle size of 0.7 – 2.0 millimeters (coarse grade); or

C. Sulfur Coated Urea containing a minimum of 35% nitrogen

2.3.4 The remaining 50% of nitrogen shall be water soluble derived from:

A. 5.25% Ammoniacal nitrogen

B. 0.25% Nitrate nitrogen

C. 2.0% Urea nitrogen

If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

2.3.5 If the fertilizer is delivered in bulk, provide documentation of chemical content and weight at time of application. If bags of fertilizer are used, provide individual bag tags to verify weight and content.

2.4 Limits of Fertilizer Application

2.4.1 In general, spread fertilizer on all slopes, and in median islands. On steep slopes where machine spreading is not practical, perform spreading by hand operated mechanical spreaders.

2.4.2 It is the intent to fertilize all areas routinely mowed by the Authority. Any variation from these mowing areas will be designated by the Manager of Maintenance.

END OF SECTION

Attachment 11
CHEMICAL CONTROL OF WEEDS AND GRASS

1.0 Description

1.1 Provide all labor, materials and equipment necessary to apply herbicides to roadside vegetation to treat undesirable weed and brush growth around roadside obstructions, in surface joints, on paved surfaces, along fence lines, around ornamental plantings, along shoulders, edge of pavement, curb and gutter, around guardrail, signs, culvert ends, bridge abutments, and narrow or wide medians, on and around MSE walls and any and all concrete structures. Perform aquatic vegetation control along outfall ditches, roadside ditches, around drainage structures and side drains. The Authority expects these areas to be virtually weed free.

2.0 Contractor Responsibilities

2.1 Materials

All herbicides shall be commercial quality complying with the herbicide laws of the State of Florida. Submit manufacturer's Material Safety Data Sheets and application rates for all herbicides intended for use to the Manager of Maintenance for approval prior to beginning work. When herbicides are used around guardrail, curbs and miscellaneous obstructions, use a dye to highlight the area(s) sprayed. Dye shall not be used when applying herbicide on painted soundwalls, MSE walls or any other painted surface.

2.2 Equipment

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 Manager of Maintenance.

Herbicide application in conjunction with mowing shall use a computerized control system to dispense chemical inside the mower deck or an enclosed chamber simultaneous to the mowing operation. Apply herbicide directly to the cut of the surface tissue of the plant at the moment of cut. Equip each deck with an independent control to provide simultaneous or singular use of each particular deck. Use a computer that will automatically signal the operator with an audible alarm and a visible diagnostic error message should the vehicle ground speed and selected application rate exceed the pump output capacity or become too slow for uniform application of materials. The computer system console must display the accumulated area treated, the accumulated distance traveled, the speed, and the rate of application. The computerized control system must provide daily

computer generated documentation of the total area treated and the total quantity of chemical applied.

2.3 Method of Application

2.3.1 Use the FDOT publication called A Guide to Chemical Weed and Grass Control, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as the standard reference in determining desirable treatments.

2.3.2 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations and indemnify the Authority for any liabilities arising out of the Contractor's handling, use of, and disposal of said chemicals and herbicides.

2.3.3. Replace desirable trees or other plants, at no cost to the Authority that are injured or lost due to the Contractor's negligence in the application of herbicides.

2.4 Ensure that employees who work with registered and restricted use pesticides are certified as to qualifications for handling material safely and correctly in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA). Such employees shall also possess the Florida Department of Agriculture's Public Applicator Certification for use of restricted pesticides.

2.5 Complete a Daily Herbicide Report (provided by the Authority) for each location where weed and grass control is taking place. Submit completed forms to the Manager of Maintenance on a weekly basis.

2.6 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections; areas that are determined to be unacceptable shall be treated again at no additional cost to the Authority.

END OF SECTION

Attachment 12
GRAFFITI AND STAIN REMOVAL

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to perform pressure cleaning and/or painting of bridges, including beams and columns, concrete barrier walls, concrete slopes, and reinforced/ retained earth wall faces and other structures to remove graffiti and other unsightly stains and markings.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 Clean surfaces using equipment appropriate for removal of the graffiti or other unsightly stains and markings. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and reviewed by the Manager of Maintenance prior to use. Do not use hydrocarbon solvents.

2.3 Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays and legal holidays) after notification. Graffiti determined to be profane or offensive by the Manger of Maintenance shall be removed and, at a minimum, a temporary coating applied within two (2) hours of notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew. Penalties defined in the Scope of Services for emergency response shall be applicable. Completion of routine work shall not be affected by the need to perform emergency work.

2.4 Apply the following finishes where applicable:

2.4.1 Concrete surfaces shall receive a Class 5 finish in accordance with Section 400 of the FDOT Standard Specifications. Apply anti-graffiti coating to Class 5 finish. Cleaning, surface preparation, application rates shall be in accordance with manufacturers recommendations. All products must be listed on the FDOT Qualified Products List.

2.4.2 Structural steel surfaces shall receive maintenance painting in accordance with Maintenance Specifications Attachment 20, Section 560, Coating Structural Steel.

2.4.3 Painted concrete surfaces

Ambient Conditions: Do not apply paint unless the surface temperature is 5°F above the dew point and the relative humidity is below 85%. No paint shall be applied when the ambient air or surface temperature is less than 50° F or above 95° F, unless authorized in writing by the Manager of Maintenance.

Do not apply any paint that contains more than 100 ppm lead.

Remove any paint that curls or lifts after application and repaint the areas as per specification.

The color and scheme of the finish coat(s) shall match existing. The color of the primer (textured) coat shall contrast with color of the finish coat. Apply two layers of pigmented anti-graffiti coating (TEXT COTE-TY-COTE). Coating thickness and cure time shall be per manufacturer's recommendations.

Coating Materials: All concrete coatings materials must be obtained from Textured Coatings of America, Inc. Textured Coatings of America, Inc has prepared specific in-house batch numbers for each of the paint colors to be used:

Dark Brown – Color 33446, Batch 40304-103
Light Brown – Color 33690, Batch 40304-102
Dark Green – Color 34227, Batch 4034-101
Light Gray – Color 36622, Batch N/A

2.5 Collect all debris resulting from the cleaning process and remove from the Authority's right-of-way at the end of each workday.

2.6 Painted areas shall be comprised of complete panels or sections. Spot painting will not be accepted. Completed areas of work shall be free from graffiti and stains after cleaning as determined by the Manager of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to the Authority.

END OF SECTION

Attachment 13
ASPHALT-IN-PLACE REPAIR

1.0 Description

1.1 Provide all labor, materials, equipment, and incidentals necessary to perform the work as specified herein. Repair asphalt that may be damaged by vehicle accidents, spills, fire or other conditions as determined by the Manager of Maintenance. Contractor or subcontractor shall be prequalified by the Florida Department of Transportation (FDOT) to perform milling and asphalt paving operations.

1.2 Premature friction course failures caused by original construction or material deficiencies will not be the responsibility of the Contractor. At locations where settlement of the pavement (such as at bridge approach slabs), pot holes, depressions/settlement or raveling occurs, the Contractor shall make repairs as directed by the Manager of Maintenance.

2.0 Contractor Responsibilities

2.1 Milling

2.1.1 Method of Operation

Remove existing pavement to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified by the Authority's Manager of Maintenance.

Establish the longitudinal profile of the milled surface by a skid sensor on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by a second skid sensor near the outside edge of the cut or by an automatic cross slope control mechanism.

Multiple cuts may be made to achieve the required pavement configuration or depth of cut.

Operate the milling machine to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Place temporary pavement markings to match existing lane lines.

2.1.2 Equipment

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface.

If the machine is equipped with preheating devices, special attention is directed to the fact that local environmental and other regulations governing the operation of this type equipment may vary considerably at each location. Comply with all local regulations, as well as State and Federal rules, and obtain all necessary permits.

2.1.3 Milled Surface

The milled surface shall have a reasonably uniform texture which will provide good bonding, shall be within 1/4 inch of the true profile grade, and shall have no deviations in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above states tolerate may be accepted without correction if the Manager of Maintenance determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile as determined by the Manager of Maintenance.

The Manager of Maintenance may require re-milling of any area which a surface lamination causes a non-uniform texture to occur.

2.2 Overlaying and Patching

2.2.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Manager of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high quality asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

a. Establish traffic control
b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.
c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Manager of Maintenance or designated

representative.

d. Apply light tack coat.
e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular and shall not present a bump or depression and shall provide a smooth ride and transition.

Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Manager of Maintenance.

2.3 Materials

Use only materials conforming to the requirements of the specifications and approved by the Manager of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Manager of Maintenance for approval prior to using the material on the project.

Unless otherwise specified, construct asphalt pavement with the following limitations:

(i) Surface course material shall generally be compatible with existing pavement in the vicinity of the work.

(ii) The use of reclaimed asphalt shall meet the requirement of Section 334 of the FDOT Standard Specifications.

(iii) Layer thickness for asphaltic concrete structural courses shall comply with Index 514 of the FDOT Design standards.

(iv) Friction course material shall not be used for base, leveling or as a structural course.

Random testing of materials may be performed by the Manager of Maintenance at any time during their preparation and used to verify compliance with Section 330 of the FDOT Standard Specifications.

2.4 Perform work in accordance with the following specified sections of the FDOT's Standard Specifications. References in the incorporated sections to the Engineer shall be taken to mean the Authority's Manager of Maintenance. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following Standard Specifications sections apply:

Section 101 Mobilization
Section 320 Hot Bituminous Mixtures Plant, Methods and Equipment
Section 327 Milling of Existing Asphalt Pavement
Section 330 Hot Bituminous Mixtures - General Construction Requirements
Section 334 Superpave Asphalt Concrete
Section 337 Asphalt Concrete Friction Course
Section 339 Miscellaneous Asphalt Pavement

In Section 327, Milling of Existing Asphalt Pavement, references to opening of milled areas to traffic are hereby deleted. All milled areas must be resurfaced prior to opening to traffic. Any exception must have the specific approval of the Manager of Maintenance.

Maintenance of traffic shall be in accordance with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic

2.5 For milling existing asphalt pavement, mill existing asphalt pavement, haul off and stockpile or otherwise dispose of the milled material, including temporary striping and removal of existing reflective markers. Disposal at an appropriate site off the Authority right-of-way shall be the sole responsibility of the Contractor.

END OF SECTION

Attachment 14
MECHANICAL ROAD SWEEPING

1.0 Description

Perform routine mechanical road sweeping to protect the roadways from excessive accumulation of debris along the roadways. The term debris includes all materials normally picked up by a mechanical sweeper such as sand, glass, paper, cans, and other materials. It also includes large limbs, wood, cable, and other materials in the areas to be swept.

2.0 Contractor Responsibilities

2.1 These specifications are end-result oriented. Although the sweeping activity is expected to be accomplished by mechanical means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Manager of Maintenance or his designated representative, regardless of the number of sweeping passes required to achieve the specified quality.

2.2 Areas to be maintained:

2.2.1 Perform sweeping and/or cleaning on the following designated areas of the highways:

(i) Along all outside and median paved shoulders for the full length and width of the shoulder.

(ii) At all paved gore areas where interchange ramps converge and diverge from the through traffic lanes for the full width of the gore.

(iii) Along all concrete median barrier walls for the full length of the wall (full width).

(iv) Along all paved inside and outside shoulders of interchange ramps for the full length and width of the shoulders.

(v) Along all pavements of interchange ramps at places where foreign matter has accumulated thereon.

(vi) Along all curbs in any of the above areas.

(vii) Along all bridge curbs paralleling and adjacent to the traffic lanes (full width).

2.3 Quantity and Frequency of Sweeping

Begin each sweeping cycle in accordance with the Contractor's approved Work Plan. The total number and the timing of cycles will depend upon the roadway conditions, or severity of debris on the areas where sweeping is to be performed. Mechanical roadside sweeping within the Contract limits shall be accomplished fourteen (14) times per year on S.R. 408 and eight (8) times per year on S.R. 417, S. R. 528 and S.R. 551. The actual number of sweeping cycles may be increased or decreased as directed by the Manager of Maintenance.

2.4 Equipment

2.4.1 All equipment must be approved by the Manager of Maintenance before being placed into service. Properly maintain all safety devices at all times the equipment is in use.

2.4.2 If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

2.4.3 Inspection and approval of the Contractor's equipment by the Manager of Maintenance shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

2.4.4 Do not use equipment which damages the pavement or turf. If this occurs, fix or replace damaged areas at no cost to the Authority.

2.4.5 When a mechanical sweeper is in use, mount a "Slow Moving Vehicle" sign and an arrow board on the rear with a Type B high intensity warning light mounted on top of the vehicle.

2.4.6 Provide a follow vehicle. Equip the follow vehicle with a sequential arrow panel with an approved crash cushion system attached.

2.5 Equipment

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If in the opinion of the Manager of Maintenance the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, provide additional equipment as directed by the Manager of Maintenance.

2.6 Equipment Specifications

2.6.1 When requested by the Manager of Maintenance, provide proof of ownership, signed subcontract, or a signed lease for the duration of the Contract, for at least one mechanical road sweeper, one attenuator truck and two arrow boards.

2.6.2 Where new equipment will be purchased, provide the Authority with a guaranteed delivery date to verify that work can begin on time.

A. Mechanical Road Sweeper

The road sweeper shall be a mechanical sweeper or sweepers with at least a combination of six (6) cubic yard capacity, and each shall be equipped with a FDOT approved arrow board.

B. Attenuator Truck

The attenuator truck shall be at least 10,000 gross vehicle weight.

C. Flashing Arrow Board

Standard FDOT approved flashing arrow board.

Minimum Size: 30" x 60"
Minimum Number of Panel Lamps: 15 lamps
Minimum Legibility Distance: 3/4 mile

Arrow panels shall be rectangular, of solid construction, and finished with non-reflective flat back. The panels shall be mounted on a vehicle, trailer or other suitable support.

Minimum mounting height shall be 7 feet above roadway to the bottom of the panel, except on vehicle mounted panels which shall be as high as practicable.

2.7 Safety

2.7.1 In the event that an accident occurs involving the Contractor's equipment while the equipment is being used to accomplish authorized work, no relief in responsibility for work performance will be granted to the Contractor.

2.7.2 If another accident, meeting the above criteria, occurs within 21 days of the first accident, the Contractor will be given relief of responsibility for a period

of 21 calendar days from the date of the second accident, not including the accident day. This period will be provided to allow the Contractor time to acquire additional equipment, so as to minimize the amount which the Contractor should keep on hand.

2.8 Method of Operations

2.8.1 Do not begin any roadway sweeping until authorized by the Manager of Maintenance in writing to do so. Perform all sweeping during daylight hours other than 6:00 - 9:00 AM or 3:00 - 6:00 PM. Special schedules may be established with the approval of the Manager of Maintenance. Special schedules shall be in writing and may include weekend and holiday work in addition to night time hours.

2.8.2 Complete each sweeping cycle in its entirety prior to beginning another cycle.

2.8.3 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc., that cannot be traversed by the sweeper including the area under guardrail on paved shoulders. Remove any item such as newspaper, magazines, large boxes, etc., that would be torn, ripped, scattered or further sub-divided by the sweeper that will result in an objectionable appearance.

2.8.4 Dispose of debris properly and in accordance with state and local rules and regulations in effect at the time of disposal.

2.8.5 Provide equipment, guard truck and sweeper with adequate warning lights and signs at all times to protect equipment from being overrun by traffic during the course of operation and also when moving equipment to another job location.

2.8.6 Load, haul and dispose of all accumulated material to an approved disposal site outside the project limits.

2.8.7 Do not create excessive airborne dust or other particulates. Use equipment supplied with functioning water spray equipment normal to the industry for dust control.

2.8.8 During periods of sweeping operations, consult with the Manager of Maintenance for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-sweep these areas so that the total sweeping cycle may be completed in a satisfactory manner within the specified time.

2.8.9 Sweep around vehicles that are parked in the sweeping area. The area occupied by a parked vehicle will be considered as work accomplished.

2.9 Limitation of Operation

2.9.1 When sweeping areas within ten feet of the travel way, operate the equipment in the direction of the traffic. Comply with safety requirements contained in Index Drawing Nos. 600 and 619 of the Design Standards.

2.9.2 When necessary for sweeping equipment to cross the travel way, select a location that provides a minimum of 500 feet of unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings. U-turns are not permitted.

END OF SECTION

Attachment 15
REPAIR AND RESTORATION OF SLOPES, SHOULDERS AND ROADSIDE DITCHES AND CANALS

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to repair and/or restore roadway shoulders, slopes, and roadside ditches including clearing and grubbing, site preparation, hauling, grading, stabilizing, sodding, seeding and mulching, miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, and riprap. Finished work shall generally conform to the lines and grades shown on the original approved for construction drawings. The Authority will be responsible to secure and pay for any required environmental and water management permits for the work covered under the Contract.

2.0 Contractor Responsibilities

2.1 Comply with both the requirements of the FDOT Design Standards Index Series 600 and the MUTCD, latest edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein.

2.2 Blade down high points of shoulders, slopes, and accessible ditches, and rough grade, remove, and haul unsuitable material to appropriate disposal sites provided by the Contractor. Retain material on site for use as needed. The Manager of Maintenance will make a determination as to the suitability of the retained material, which may be used as either stabilizer or backfill. Dispose of all suitable surplus material or uniformly spread in areas approved by the Manager of Maintenance.

2.3 Place suitable material in low points of shoulders, slopes, and ditches, and rough grade and mix with existing material. Furnish borrow or topsoil material, as directed by the Manager of Maintenance, necessary to complete the work if sufficient material is not available on site.

2.4 Roll completed shoulder areas with pneumatic-tired equipment.

2.5 Grade site(s) to meet adjacent contours and provide flow for surface drainage. Provide and maintain all measures required for the prevention, control and abatement of erosion and water pollution.

2.6 Place miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, sod, seed and mulching, fertilizing, riprap and sand-cement filler at the direction of the Manager of Maintenance.

2.7 The application rate for grass seed, in pounds per acre, shall be the sum of both permanent and temporary grasses as referenced herein and in Index Drawing No. 104.

2.8 Use water sprinkling or other suitable method to limit the amount of dust and dirt rising and scattering in the air to the extent practical for the conditions of the work as determined by the Manager of Maintenance.

2.9 Use sand-cement filler and water to fill voids in bridge approaches and at other locations specified by the Manager of Maintenance. Proportion the sand and cement in a ratio of five parts sand (loose volume) to 1 part Portland cement. Consistency of mixture shall be such that pumping can be accomplished to achieve even distribution in void being filled. The Manager of Maintenance may approve other mixes that are specifically designed for this purpose.

2.10 Perform work in accordance with the following specified sections of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the incorporated sections to the Engineer shall be taken to mean the Authority's Manager of Maintenance or designated representative. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.

The following standard specification sections apply:

Section 110, Clearing and Grubbing
Section 120, Excavation and Embankment
Section 160, Stabilizing
Section 162, Prepared Soil Layer
Section 230, Limerock Stabilized Base
Section 339, Miscellaneous Asphalt Pavement
Section 524, Concrete Ditch and Slope Pavement
Section 530, Riprap
Section 570, Performance Turf
Section 914, Stabilization Materials

2.11 Repair damage caused by operations to adjacent facilities. Do not use equipment that damages the pavement or turf area.

2.12 Leave site(s) in clean condition free from materials, rubbish, and debris. Grade site(s) to meet adjacent contours and provide flow for surface drainage.

2.13 When cleaning and reshaping ditches, clear wet ditches and/or canals of vegetation and reshape them to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.

2.14 For ditch construction, construct ditches and/or canals to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.

2.15 Install limerock material and compact to a firm and unyielding base. Compaction will be based on visual inspection by the Manager of Maintenance or authorized representative in lieu of density testing.

2.16 For seeding and mulching, the mulch machine shall make enough passes to cut in mulch every 4 inches. A seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.

2.17 For seeding and fertilizing, a seeder that places seed in the ground on 4 inch centers shall be used. Spreading seed on the ground and cutting in will not be allowed.

END OF SECTION

Attachment 16
DRAINAGE SYSTEM REPAIR AND CLEANING

1.0 Description

Perform jet/vacuuming and cleaning drainage pipe, catch basins, junction boxes, and associated grates; clean underdrains; clean ditch pavement; repair or replace skimmers with fiberglass; and adjust manholes and inlets. Perform minor repairs (replace broken frames and/or missing grates, reset frame and grate, patch spalled areas and seal cracks in structures).

2.0 Contractor Responsibilities

2.1 Comply with the requirements of the FDOT Design Standards Index Drawing Nos. 600 through 651.

2.2 Clean drainage systems and structures using equipment appropriate for the required cleaning operation. Unit shall be equipped with an evacting system large enough to handle the quantity of water used to clean the systems and the resulting debris.

2.3 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.

2.4 Respond to emergency situations as directed by the Manager of Maintenance. Response time to a site shall be 2 hours or less after notification by the Manager of Maintenance. Penalties described in the Scope of Services are applicable. Response team shall include a working supervisor and laborer, a jet/vacuuming truck, and additional equipment necessary to handle the type of emergency described by the Manager of Maintenance, including a truck mounted flashing arrow board and enough traffic cones to close a lane on the roadway.

2.5 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.

2.6 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.

2.7 Contractor's equipment must be approved by the Manager of Maintenance before being placed in service. Properly maintain safety devices at all times the equipment is in use. If the Manager of Maintenance determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Manager of Maintenance.

2.8 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to the Authority.

2.9 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Manager of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no additional cost to the Authority. The Manager of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

2.10 At the direction of the Manager of Maintenance, make necessary miscellaneous repairs to drainage system components. Repairs also include, but are not necessarily limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God. Repairs that are required due to the negligence of the Contractor shall be repaired by the Contractor at no cost to the Authority.

2.11 Provide drainage system materials that are equal to or better than the materials that were previously used or found in use and with 100% compatibility with existing drainage system.

END OF SECTION

Attachment 17
CONCRETE REPAIRS AND JOINT SEALING

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on bridges, roadways, slope pavement, and reinforced earth retaining walls. Patch spalled areas on bridge decks, pier caps, handrails, concrete pavement and the partial or total replacement of roadway slabs.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 When working over a travel lane, close that lane to traffic and use proper traffic control devices conforming to FDOT and MUTCD requirements to cause traffic to use the remaining lane.

2.3 Joint Repairs on Bridge Decks: Compression seals shall be elastomeric.

2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy duty bridge seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.

2.3.2 Accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Form a joint in the new widened portion of the deck to match existing. Saw cut will be allowed.

2.3.3 All seals shall be installed in conformance with the manufactures recommendations, including adjustments for temperature variances

2.3.4 Compression seals shall be continuous from gutter to gutter on the bridge.

2.3.5 Thoroughly coat all contact surfaces between the compression seals and concrete surfaces with a compression seal adhesive.

2.3.6 Restore spalled areas of existing edge of deck slab, using approved methods and materials, before saw cutting the joint.

2.4 Joint Repairs on Bridge Approaches and Concrete Pavement:

2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).

2.4.2 Clean joints before applying new material.

2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.

2.4.4 Joint materials shall be included in the approved list (Qualified Products list) on file with the Florida Department of Transportation, Value Engineering Office.

2.5 Joint Repairs on Slope Pavement and Miscellaneous Concrete:

Repair procedure generally follows that specified for bridge approaches and concrete pavement in paragraph 2.6 below.

2.6 Repairs to Concrete Bridge Deck, Concrete Roadway Slabs, Pier Caps, Handrails:

2.6.1 Remove unsound concrete and reshape area edges to provide a vertical faced wall. Bridge decks require a depth to 1 inch below the first reinforcing material. Place forms if required.

2.6.2 Patching material shall be on the FDOT Qualified Products list. Place patch material and finish consistent and level with surrounding pavement, deck or other surface. For areas requiring rapid hardening concrete bag mix, the mix shall meet or exceed the performance of Eucospeed MP as manufactured by Euclid Chemical Co., or SET-45 as manufactured by Master Builders Technologies.

2.7 Cleaning and Resealing Joints

2.7.1 Remove the existing expansion joint material and furnish and install a backer rod and pourable elastomeric joint sealant in accordance with the requirements of the manufacturer.

2.7.2 The sealant used shall meet or exceed the performance and material requirements of Dow Corning 902 RCS, a two-component, silicone rubber sealant, manufactured by Dow Corning Chemical Corporation, Midland, Michigan 48686-0994.

2.7.3 The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.

1. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.

2. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.

3. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.

4. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.

5. Mix the sealant (Dow Corning 902 RCS) in accordance with the manufacturer's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.

2.8 Removal and Disposal of Joint Materials

Remove and properly dispose of old joint material.

2.9 Collect all debris resulting from the work and remove from the Authority's right-of-way.

2.10 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to the Authority.

END OF SECTION

Attachment 18
TREE TRIMMING AND REMOVAL

1.0 Description

1.1 Trim desired trees and brush or remove undesired trees and brush, and dispose of resulting waste and debris. Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in *The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices* (ANSI A300-2001). Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances (i.e., sign posts and bases, delineator posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys landscape areas, etc.) to the Manager of Maintenance. Replace any fence, fence post or other appurtenance found damaged after beginning work at no cost to the Authority.

2.0 Contractor's Responsibilities

2.1 Tree trimming and removal shall be required to maintain visibility and clear obstructions from signs, lighting, roadway surveillance cameras, guardrail, fences and other roadway features. Tree trimming may be required to remove dead, decaying, dying or diseased branches or trees or as may be directed by the Manger of Maintenance.

2.2 Use equipment designed for the performance of work described herein. Maintain equipment in good repair and operating condition at all times meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use. Cut and trim the trees to the height and width desired using mobile, mechanical equipment capable of vertical, horizontal and angle cuts.

Do not use equipment on the Authority's right-of-way that damages the pavement, curbs or turf area. Repair damage resulting from work activities at no cost to the Authority before resuming project activities.

2.3 Obtain any and all permits and licensing required by law during the term of this contract. Provide and distribute any announcements or written notices that may be required.

2.4 Trim the trees to the height and width required to clear the obstruction as directed by the Manager of Maintenance. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing and weak branches. Cut and remove all branches or limbs in accordance with ANSI A300 Standards. Topping or heading back is not a recommended pruning practice. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb. Do not cut limbs back to stubs. When practical, cuts will be made in accordance to A-300 Standards, and the natural shape and structure of the tree should be maintained.

2.5 Remove trees by severing and lowering to the ground suitable sized sections of limbs or trunk. Use suitable ropes, slings, guidelines and block and tackle to safely lower the severed branches and trunk sections. Cut the main trunk at or below the ground surface. Treat the stumps with an herbicide labeled for stump use and approved by the Manger of Maintenance. Use of soil sterilant or residual type materials will not be permitted.

2.6 Brush Removal: Cut and remove vegetation with multiple trunks extending from a common root-base (i.e., Brazilian pepper, myrtle, palmettos, bamboo, palms, etc.) flush with the ground surface. Remove all stumps or debris.

2.7 Tree and Brush Removal from Fence Lines: Cut and remove trees and brush within the right-of-way and adjacent to the fence creating a corridor measuring ten (10) feet in width and 15 feet in height. The corridor should be cut to avoid the trees marked by the Manager of Maintenance not to be removed while maintaining a clear corridor to the dimensions stated above. Cut and remove trees and brush diagonally from the roadway to the right-of-way fence creating access corridors (10 feet in width and 15feet in height at intervals of not more than (2000 feet, or as required by outfall ditches, natural drains, or other intersecting roadways, railroads, etc.

2.8 Stump Removal: Remove stumps (including protruding roots and debris) to a depth of (12inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.

2.9 Disposal of Debris: Dispose of all debris and waste in compliance with all local, state and federal regulations. Debris may be stockpiled in the Authority's right-of-way for a period of time determined by and with the written approval of the

Manager of Maintenance. With the approval of the Manager of Maintenance, wood chips may be evenly distributed to a depth of no more than one inch in designated areas in the Authority's right-of-way.

2.10 Quality: Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

END OF SECTION

Attachment 19
SECTION 102
MAINTENANCE OF TRAFFIC

102-1 General Provisions.

For purposes of this Attachment, "CEI" shall be taken to mean the Manager of Maintenance.

102-1.1 Description: Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. Construct and maintain any necessary detour facilities. Provide necessary facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Furnish and apply calcium chloride on the subgrade, unsurfaced base, or other unsurfaced traveled ways in order to control dust during construction operations. Provide any other special requirements for safe and expeditious movement of traffic as may be specified on the plans. The term, Maintenance of Traffic, includes all of such facilities, devices, and operations required for the safety and convenience of the public as well as for minimizing public nuisance.

102-1.2 Sections Not Requiring Traffic Maintenance: In general, do not maintain traffic over those portions of the Project where no work is to be accomplished or where construction operations will not affect existing roads. However, do not obstruct or create a hazard to any traffic during the performance of the Work, and repair any damage to existing pavement or facilities caused during the Work.

102-1.3 Detours Over Existing Roads and Streets: When the Authority specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-1.4 Contractor's Responsibility: Maintain traffic starting the day Work begins on the Project or on the first day Contract Time is charged, whichever is earlier. Continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights. Provide an individual responsible for this review who is certified as an American Traffic Safety Services Association Certified Worksite Supervisor.

The Contractor shall remove all equipment and portable signs from the shoulder during non-construction operations. Such signs and equipment can be placed behind guardrail if available. Post-mounted signs shall be covered

102-2 Specific Requirements.

102-2.1 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the maintenance of traffic, including those on detours and temporary facilities on asphalt. Keep the lanes reasonably free of dust, and, when necessary to accomplish this, sprinkle them with water, or apply

some other dust palliative. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-2.2 Number of Traffic Lanes: See the Traffic Control Plan.

102-2.3 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the CEI.

Prior to interruption of traffic flow that will cause a temporary interruption to the local traffic flow, the Contractor shall submit to the CEI at least two (2) weeks prior to anticipated stoppage, a schedule of the proposed stoppages. Upon approval, the Contractor shall notify all emergency services (police, rescue and fire) of the stoppages five (5) days in advance.

102-2.4 Law Enforcement Services: The Contractor shall determine when uniformed off-duty law enforcement officers, including marked law enforcement vehicles, are necessary to protect personnel and equipment and to assist in controlling and directing traffic in the work zone.

Payment for off-duty law enforcement officers, if used, will not be paid separately but will be included in the lump sum price for maintenance of the roadway.

102-3 Traffic Control.

102-3.1 Standards: FHWA's MUTCD Part 6 is the minimum standard for Traffic Control for Highway Construction, Maintenance, and Utility Operations. Follow the basic principles and minimum standards contained in this manual for the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits. Understand that the standards established in the aforementioned manual constitute the minimum requirements for normal conditions. The CEI will require additional traffic control devices, warning devices, barriers, or other safety devices where unusual, complex, or particularly hazardous conditions exist. In case of conflict between MUTCD and Design Standards Index 600, the more stringent requirement shall prevail.

Reflectorize traffic cones used at night with cone collars meeting the following requirements:

(a) Use collars designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide white sheeting having a smooth outer surface and that essentially has the property of a retroreflector over its entire surface.

(b) For the retroreflective sheeting for the collars, meet the requirements of ASTM D 4956 Table 4, Type VI; excluding 0.1 degree observation angle and -4 degree, +30 degree entrance angles.

Provide three certified copies of test reports and certification from the manufacturer that the material furnished meets all requirements of (b) above. Use reflective collars for cones included on the Qualified Products List.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994. Reflective sheeting material for all work zone signs, both on and off the Authority system, shall be fluorescent orange Type VII meeting requirements of Section 994. Mesh signs shall not be used for work zone signs. Rollup sheeting (Type VI, 3M Diamond Grade Fluorescent Roll Up Sign Sheeting RS24 or equal) may be used in day or night operations not to exceed 24 hours and approval is given by the CEI.

102-3.2 Traffic Control Devices, Warning Devices and Barriers:

102-3.2.1 Installation: Install and maintain adequate traffic control devices, warning devices and barriers to protect the traveling public and workers, and to safeguard the work area. Erect the required traffic control devices, warning devices and barriers to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing. Use only those devices that are included on the Qualified Products List (QPL). Use construction signs meeting the requirements of Section 700-2.5 and 700-5.5. Specific requirements for Maintenance of Traffic devices, additional to the requirements of this Section, are contained in the 600 series of the FDOT Design Standards. Immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

All QPL approved safety devices must meet the requirements of National Cooperative Highway Research Report 350 (NCHRP 350) and current FHWA directives. Manufacturers seeking evaluation must furnish certified test reports showing that their product meets all test requirements set forth by NCHRP 350.

Notify the CEI of any scheduled operation which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit his review of the plan for the proposed installation of traffic control devices, warning devices or barriers. Assign an employee the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract. Keep the CEI advised at all times of the identification and means of contacting this employee on a 24-hour basis.

102-3.2.2 Maintenance of Devices and Barriers: Keep traffic control devices, warning devices, and barriers in the correct position, properly directed, clearly visible and clean, at all times. Immediately repair, replace or clean damaged, defaced or dirty devices or barriers and have the CEI approve them for use.

102-3.2.3 Temporary Impact Attenuators: Furnish, install, maintain and subsequently remove temporary vehicular impact attenuators in accordance with the details and notes shown in the plans, and the FDOT Design Standards. Maintain the attenuators until their authorized removal. Repair all attachment scars to permanent structures and pavements after attenuator removal.

102-3.2.4 Flagger: Provide trained flaggers to direct traffic where one-way operation in a single lane is in effect and in other situations as required in 102-3.1. The Worksite Traffic Supervisor or others as approved by the Authority will provide training for flaggers using FDOT-approved training materials.

102-3.2.5 Existing Pavement Markings: Where a detour changes the lane use or where normal vehicle paths are altered during construction, remove all existing pavement markings that will conflict with the adjusted vehicle paths. Do not overpaint. Remove existing pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Grinding will not be permitted. Remove all pavement markings that will be in conflict with "next phase of operation" vehicle paths as described above, prior to opening to traffic.

102-3.2.6 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or its surety.

102-3.2.7 Portable Arrow Boards:

102-3.2.7.1 Scope: These Specifications expand the basic requirements that all portable arrow boards must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval of their arrow board shall provide the Authority with a prototype unit to be evaluated in accordance with these Specifications and certify that the furnished unit meets all requirements specified herein.

102-3.2.7.2 Display Panel and Housing:

(a) The display housing assembly shall be weather-tight to protect the panel from the elements.

(b) All nuts, bolts, washers and other fasteners shall be of corrosion resistant material.

(c) The display assembly shall be equipped with an automatic dimming operational mode capable of a minimum of 50% dimming and a separate manual dimmer switch.

(d) The display panel background and frame for the display assembly shall be painted flat black and must meet Federal Specification TT-E-489.

(e) Display panel and housing shall be designed and constructed to allow the unit to be operated in the displayed position at speeds of 30 mph. In the down position it shall b designed for speeds of 65 mph.

(f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground, in accordance with the MUTCD.

(g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.

102-3.2.7.3 Arrow Board Matrix:

(a)The minimum legibility distance for various traffic conditions are based on the decision-sight distance concept. The minimum legibility distance is the distance at which the arrow panel message can be comprehended by a driver on a sunny day or a clear night. The arrow panel size that is needed to meet the legibility distance is listed as follows:

Type	Minimum Size	Number of Panel Lamps	Minimum Legibility Distance
B	30 by 60 inches	13	3/4 mile
C	48 by 96 inches	15	1 mile

For use on the state highway system, the Types "B" or "C" advance warning arrow boards may be used for low to intermediate (0 to 50 mph) facilities and for maintenance or moving operations on high-speed roadways. Type "C" arrow boards shall be used on high-speed (50 mph and up).

(b) Devices shall meet all arrow board displays identified in the MUTCD.

(c) The lamp lens should be 5 3/4 inches in diameter. Smaller lamp lens diameters are permissible only if they provide an equivalent or greater brightness indication and meet the legibility criteria in Section (a) of this Specification.

(d) The color of the light emitted shall be in accordance with the MUTCD.

(e) There shall be a 360 degree hood for close-up glare reduction.

(f) For solar powered arrow boards the bulbs shall provide a 350 candle power intensity for day use and an automatic reduction or dimming capacity for night use. The dimmed night operation shall provide adequate indication without excessive glare.

(g) The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute as required in the MUTCD.

(h) The minimum lamp "on time" shall be 50% for the flashing arrow and 25% for the sequential chevron.

102-3.2.7.4 Electrical System: For diesel engines the following shall apply:

(a) The power supply and electrical system shall be self-contained within the unit.

(b) The engine shall have an electrical starting system.

(c) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.

(d) The electrical system shall meet the National Electrical Code where applicable.

(e) A backup power system that shall operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.

(f) The starting batteries and back-up power supply system batteries shall be automatically charged when the generator is operating.

(g) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

(a) The unit shall provide automatic recharging of power supply batteries to normal operating levels.

(b) Solar array recovery time shall be accomplished in a maximum of three hours.

102-3.2.7.5 Battery Life Test: The following shall apply to batteries:

(a) The photovoltaic unit shall be able to operate from a full battery charge without sunlight for a period of not less than 21 days.

(b) The battery shall be equipped with a controller to prevent overcharging and over-discharging. An external battery level indicator shall also be provided.

(c) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

102-3.2.7.6 Controller:

(a) Controller and control panel shall be housed in a weather, dust, and vandal resistant lockable cabinet.

(b) The controller shall be solid-state in design and function.

102-3.2.7.7 Support Chassis: The following shall apply:

(a) The support chassis shall be self-contained and self-supporting without the use of additional equipment or tools.

(b) Both trailer and truck mounted units are allowed.

(1) Trailer mounted unit:

(a) The sign, power supply unit and all support systems shall be mounted on a steel, wheeled trailer with a minimum capacity of 2,600 pounds.

(b) The trailer shall be equipped with class-A lights, using a plug adaptor.

(c) The trailer shall be equipped with adjustable outrigger leveling pads (screw-type), one on each of the four frame corners.

(d) The trailer shall be designed to be set up at the site with its own chassis and outriggers, without being hitched to a vehicle.

(e) The trailer shall be equipped with fenders over the tires and shall be made from heavy duty metal sufficient to allow a person to stand and operate or perform maintenance on the unit.

(f) The trailer shall meet all equipment specifications set forth in Chapter 316 of the Florida Statutes, and by such rule, regulation or code that may be adopted by the Department of Highway Safety and Motor Vehicles.

(2) Truck mounted unit:

(a) The truck-mounted assembly shall be designed to fit on a 2 ton or greater duty truck.

(b) The unit shall be self-contained with its own power supply, controls, raising and lowering device and shall be capable of being operated by one person.

(c) The unit shall be secured in the vehicle for normal operation.

102-3.2.7.8 Other Requirements:

(a) The portable arrow board assembly shall be designed to function in dry, wet, hot or cold weather (ambient temperature ranges from -30 to 165 degrees F.

(b) The controller shall not be affected by mobile radio, or any other radio transmissions.

(c) An operator's manual shall be furnished with each unit.

(d) The manufacturer's name and FDOT approval number shall be affixed on the equipment.

(e) The arrow board shall be listed on the Qualified Products List (QPL).

102-3.2.8 Portable Changeable Message Signs:

102-3.2.8.1 Scope. These Specifications expand the basic requirement that all Portable Changeable Message Signs (PCMS's) must meet the physical display and operational requirements as described in the MUTCD.

Manufacturers seeking approval for their PCMS shall provide the Authority with a prototype unit to be evaluated in accordance with these Specifications and certify that the unit meets all requirements specified herein.

Permanent installations can be used but will be evaluated for each specific project or installation. These standards shall include but not be limited to the following:

102-3.2.8.2 Display Panel and Housing:

(a) The display housing assembly shall be weather-tight to protect the panel from the elements.

(b) All nuts, bolts, washers and other fasteners shall be of a corrosive resistant material.

(c) The message matrix panel background and frame for the changeable message assembly shall be painted flat black (must meet Federal Specification TT-E-489).

(d) Servicing of all message matrix panel components shall be accomplished from the front of the message matrix panel.

(e) Each message matrix panel shall provide a glare screen for each message line to aid against sun glare for non-reflecting type signs.

(f) The display panel, when raised in the upright position, will have a minimum height of 7 feet from the bottom of the panel to the ground.

(g) The unit shall have an accessible mechanism to easily raise and lower the display assembly. A locking device shall also be provided to ensure the display panel will remain in the raised or lowered position.

102-3.2.8.3 Message Matrix:

(a) The overall dimensions of the message matrix panel shall be a maximum height of 7 feet by a width of 10 feet.

(b) The message matrix panel shall contain three separate lines. Each line shall consist of eight characters, equally spaced a minimum of 3 inches. Each character shall contain 35 pixels in a five by seven horizontal to vertical grid arrangement.

(c) Each message line shall provide for a nominal 18 inch character height.

(d) For flip disk matrix signs, the disk elements shall be coated on the display side with a highly reflective florescent yellow Mylar material, and on the back with a flat black to blend in with the flat black background.

(e) Similar components shall be interchangeable.

102-3.2.8.4 Electrical System: For diesel engines the following shall apply:

(a) The power supply and electrical system shall be self contained within the unit.

(b) The power source furnished shall be of sufficient size so as to provide the required maximum load energy plus 25%.

(c) The electrical system shall meet the National Electrical Code where applicable.

(d) A lightning protection device shall be provided for stationary equipment.

(e) The engine shall have an electrical starting system.

(f) A backup power system shall be provided that will operate the unit for a minimum of three hours automatically when the motor driven generator fails to operate.

(g) An automatic charging system to recharge the starting and backup power supply batteries, when the generator is operating.

(h) The engine shall be supplied with an ammeter and the generator shall be supplied with a volt meter showing voltage to the sign assembly.

For solar powered units the following shall apply:

(a) The photovoltaic unit shall be designed to provide 21 days of continuous operation without sunlight with a minimum of on site maintenance.

(b) Automatic recharging of power supply batteries shall be provided.

102-3.2.8.5 Battery Life Test:

(a) The battery shall be equipped with a battery controller to prevent overcharging and over-discharging. An external battery level indicator shall be provided.

(b) The battery, controller, and power panel shall be designed to be protected from the elements and vandalism.

102-3.2.8.6 Controller:

(a) Controller and control panel shall be housed in a weather, dust, and vandal proof lockable cabinet.

(b) The keyboard shall be equipped with a security lockout feature to prevent unauthorized use of the controller.

(c) The controller shall be solid state in design and function.

(d) The control panel shall display a representative message that will be displayed on the sign panel.

(e) The flash rate shall be adjustable in the sign controller from one to ten seconds.

102-3.2.8.7 Operation and Performance:

(a) The message shall be displayed in upper case except when lower case is project specific and is allowed by the MUTCD.

(b) The message matrix panel shall be visible from 2 mile and legible from a distance of 900 feet under both day and night conditions. Under variable light level conditions the sign shall automatically adjust its light source so as to meet the 900 feet visibility requirement.

(c) The control panel shall have the capability to store a minimum 50 pre-programmed messages.

(d) The controller in the control panel shall be able to remember messages during non-powered conditions.

(e) The controller shall allow the operator to generate additional messages on site via the keyboard.

(f) For a PCMS using Flip-Disk technology, the controller shall have the capability to provide a stipulated default message upon loss of controller function.

(g) All messages shall be flashed or sequenced. In the sequence mode, the controller shall have the capability to sequence three line messages during one cycle.

102-3.2.8.8 Use of Orange Vests: Contractor shall provide its personnel with orange vests and require that these vests be worn whenever the workers are within 15 feet of the edge of the travelway. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets. Contractor personnel shall wear reflective orange vest during nighttime operations. Replace faded vests.

102-3.3 Work Zone Pavement Markings:

102-3.3.1 Description: Furnish and install Work Zone Pavement Markings for maintenance of traffic in construction areas and in close conformity with the lines and details shown on the plans. Measure the reflectivity of white and yellow stripes using a Mirolux 12 retroreflectometer, Delta LTL-X or LTL 2000, Advanced Retro Technology AR Stripemaster, or equal approved by the State Materials Office. Reflectivity shall be at least 250 mcd/lx*m^2 for yellow and 300 mcd/lx*m^2 for white when installed. Re-stripe anytime the reflectivity falls below 150 mcd/lx*m^2. Compensation for re-striping will be at the Contract unit price for the appropriate material when the material used appears on the Qualified Products List (QPL) and is properly installed. The pavement marking materials shall not contain any lead or chromium compounds. Manufacturers seeking product approval shall furnish certified test reports showing the Work Zone Pavement Marking material meets the requirements of this Section.

Centerlines, lane lines, edgelines, stop bars and turn arrows in work zones will be required in accordance with Section 6D of the MUTCD with the following additions:

(a) Install edgelines when a paved shoulder 4 feet or greater in width exists along the edge of a lane.

(b) Place edgelines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.

(c) Apply Work Zone Pavement Markings, including arrows and messages determined by the CEI to be required for safe operation of the facility, prior to the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day prior to placing the Work Zone Pavement Markings.

(d) Work Zone Pavement Markings will be designated in the plans or by the CEI as removable or non-removable.

Work Zone Raised Pavement Markers (WZRPMs) may be used in lieu of Temporary Tape in accordance with 102-3.3.2.3.

Removable Work Zone Pavement Markings consists of materials that can be taken up by hand. An example of this category of markings is plastic film (Tape), or Work Zone Raised Pavement Markers (WZRPM's).

Non-Removable Work Zone Pavement Markings consists of markings that are not classified as removable.

Use of Removable or Non-Removable Work Zone Pavement Markings shall be as follows:

Application	Category
Finish Pavement*	
All stripes respresenting final pavement markings	Non-Removable
All stripes in an area where the traffic pattern will be altered prior to project acceptance	Removable
Intermediate Pavement Course	
All stripes in pavement areas that will be covered with a subsequent course of pavement prior to altering of the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to placing of the subsequent paving course within such area.	Removable
Existing Pavement	
All stripes that will be removed or overlaid with new pavement prior to altering the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to removal or overlaying of such	Removable

Application	Category
area.	
*Place striping representing final markings in the permanent location unless excepted in writing by the CEI.	

Removable Pavement Markings may be substituted for Non-Removable Pavement Markings. When substitution is made, payment will be made under the Bid Item, Non-Removable Pavement Marking.

102-3.3.2 Materials:

102-3.3.2.1 Paint and Glass Beads: Meet the application requirements of Section 710, and the material requirements of Section 971.

102-3.3.2.2 Preformed Non-Removable Pavement Marking Film (Tape): Conform to the application requirements of the Plans and the material requirements of Section 971.

102-3.3.2.3 Work Zone Raised Pavement Markers: Work Zone Raised Pavement Markers (WZRPMs) are RPMs intended for use in work zones as an alternate to other line markings. Use tape in all transition areas in addition to the RPMs. WZRPMs shall be referred to as class "D" or class "E" Markers. Apply all markers in accordance with FDOT Design Standards, Index No. 600.

Class A, B, and flexible E markers may be used in lieu of Class D Markers. Class E markers will only be allowed for use in areas for five continuous days or less.

Use colorless reflectors to replace white lines and amber reflectors to replace yellow lines. Space markers at 30 inch centers for lane lines and 5 foot centers for edgelines.

To provide contrast, place five black Work Zone Raised Pavement Markers (WZRPMs) immediately after the five colorless reflective markers on asphalt pavement five years or older and all concrete pavement. Black Work Zone Raised Pavement Markers (WZRPMs) will not be required with amber markers.

Ensure that Work Zone Raised Pavement Markers (WZRPMs) are certified as meeting the following except for Class E markers as noted below:

(1) Composition: Use markers made of plastic, ceramic or other durable materials. Markers with studs or mechanical attachments will not be allowed.

(2) Dimensions: Marker minimum and maximum surface dimensions is based on an x and y axis where the y dimension is the axis parallel to the centerline and the x axis is 90 degrees to y. Class E markers shall be 4 inch (W) by 2 inch (H) by 1 inch (D).

The x and y dimension of Class D markers shall be a maximum of 5 inches. The x dimension shall be a minimum of 4 inches and the minimum y dimension will be 2.25 inches.

Ensure that the maximum installed height of Class D markers is 1 inch. Ensure that the maximum installed height of Class E markers is 2 inches. Use Class D markers having a minimum reflective face surface of 0.35 in^2. Use Class E markers having a minimum reflective surface area of 1 in^2.

Ensure that after installation, the marker's reflective face is completely visible and above the pavement surface measured from a line even with the pavement perpendicular to the face of the marker.

(3) Optical Performance: Ensure that the specific intensity of each white reflecting surface at 0.2 degrees observation angle is at least the following when the incident light is parallel to the base of the marker:

Horizontal Entrance Angle	Specific Intensity
0 degrees	3
20 degrees	1.2

For yellow reflectors, the specific intensity shall be 60% of the value for white. For red reflectors, the specific intensity shall be 25% of the value for white. Reflectivity of all (WZRPMs) shall not be less than 1.0 Specific Intensity (SI) any time after installation.

(4) Strength requirements: Markers shall support a load of 5,000 pounds. Three markers per lot or shipment will be randomly selected for a test.

Position the marker base down between the flat parallel platens of a compression testing machine. Place on top of the marker a flat piece of 65 durometer rubber 6 by 6 by 0.375 inch centered on the marker. Apply the compressive load through the rubber to the top of the marker at a rate of 0.2 in/s.

Either cracking or significant deformation of the marker at any load less than 5,000 pounds will constitute failure.

(5) Adhesion: Use bituminous or other adhesive materials recommended by the marker manufacturer for bonding the markers to the pavement. The adhesive used shall be one of the products included on the Qualified Products List.

(6) Removability: Ensure that the pavement marker is removable from asphalt pavement and portland cement concrete pavement intact or in substantially large pieces, either manually or by mechanical devices at temperatures above 40 degrees F, and without the use of heat, grinding or blasting.

(7) Replacement Requirements: Replace markers any time after installation when more than two markers in a skip, or more than three consecutive markers on an edgeline are missing at no expense to the Authority. Replace all failed markers in a timely manner as directed by the CEI.

102-3.3.2.4 Preformed Wet Retroreflective Removable Pavement Markings:

The preformed markings shall consist of white or yellow retroreflective film on a conformable backing.

The quality of the material shall be such that the performance requirements for the marking shall be met.

The markings shall be precoated with a pressure sensitive adhesive and shall be capable of being adhered to asphalt concrete or Portland cement concrete at temperatures as low as 50 degrees F in accordance with the manufacturer's recommendations. A surface preparation adhesive shall be used for all applications to improve initial and long term adhesion.

When stored in a cool dry area indoors, the materials shall be suitable for use for one year after the date of purchase.

The removable retroreflective striping tape shall be designed and constructed in such a manner that it can be readily removed when the markings are no longer applicable. The tape shall be capable of performing for the duration of a normal construction season and shall then be capable of being removed intact or in large pieces.

The removable, preformed, retroreflective pavement markings shall consist of a highly reflective, enclosed lens white or yellow film with a thin, flexible, conformable backing which is precoated with a pressure sensitive adhesive.

The enclosed lens white and yellow films shall have the following initial minimum reflectance values under dry and wet conditions at 1.05° observation angle and 88.76° entrance angle. These angles represent a simulated driver viewing geometry at 30 meters distance. The photometric quantity to be measured shall be the coefficient of retroreflected luminance (R_L), and shall be expressed as millicandelas per square foot per foot candle [$(mcd/ft^2)/fc^{-1}$]. Values measured under dry conditions will be in accordance

with the testing procedure of ASTM D 4061. Values measured under wet conditions will be in accordance with the testing procedure of ASTM E 1710 using a portable retroreflectometer capable of measuring at 30 meters geometry. As per CEN Standard EN 1436 Annex B.6, the wet test condition is created using clean water poured from a bucket of approximately 10 liters capacity from a height of approximately 0.5 m above the surface. Water is poured evenly along the test surface so that the measuring field and its surrounding area is momentarily flooded by a crest of water. The coefficient of retroreflected luminance (R_L) in condition of wetness shall be measured under the test condition one (1) minute after the water has been poured.

Visually, the reflective performance shall be similar whether the material is dry or wet.

The angular aperture of both the photoreceptor and light projector shall be 6 minutes of arc. The reference center shall be the geometric center of the sample and the reference axis shall be taken perpendicular to the test sample.

	White	Yellow
Entrance Angle	88.76°	88.76°
Observation Angle	1.05°	1.05°
Retroreflected Luminance $R_L[(mcd/ft^{-2})/fc^{-1}]$	750	450

The manufacturer shall be required to demonstrate that the properly applied pavement marking adheres to the roadway under climatic and traffic conditions normally encountered in the construction work zone.

The marking film shall be removable from asphalt concrete and Portland cement concrete intact or in large pieces, at temperatures above freezing without the use of heat, solvents, grinding or blasting without permanently scaring the roadway surface.

The surface of the markings when new provides an average skid resistance value of 50 BPN when tested according to ASTM E 303.

Pavement markings in construction work zones shall be placed in accordance with the following provisions:

At the end of each day's work, pavement markings shall be in place on each paving lift that is open to normal traffic flow. Materials requiring removal shall be specified above, and marking configurations shall be in accordance with the Manual on Uniform Traffic Control Devices.

The pavement markings shall be maintained and replaced by the Contractor without additional compensation until they have served their purpose, at which time the Contractor shall remove them.

Pavement markings shall be applied to clean, dry surfaces in accordance with the manufacturer's installation instructions or a method approved by the CEI.

102-3.3.3 Certification: Furnish the CEI certified test reports showing the work zone pavement marking material and adhesive supplied meets the applicable specification. Each certification shall cover only one type. Due to the wide range of application of the products within some types, the certification shall state that the product is recommended for that specific project location, and specific use.

102-3.4 Temporary Glare Screen:

102-3.4.1 General: Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.

102-3.4.2 Design and Installation: Meet the following requirements:

(a) Glare screen units shall be manufactured in lengths such that when installed the joint between barrier sections will not be spanned by any one modular unit. Color shall be green, similar to Federal Color Standard 595-34227.

(b) Blades, rails and/or posts shall be manufactured from polyethylene, fiberglass, plastic, polyester or polystyrene, and be ultraviolet stabilized and inert to all normal atmospheric conditions and temperature ranges found in Florida.

(c) For paddle type designs, the blade width shall not be less than 6 inches, nor more than 9 inches. Blades or screen for individual or modular systems shall be 24 to 30 inches high and capable of being locked down at an angle and spacing to provide a cut-off angle not less than 20 degrees.

(d) For glare screen mounted on temporary barrier wall, a strip (6 by 12 inches) of reflective sheeting as specified in 994-2 shall be placed on a panel, centered in each barrier section (at a spacing not to exceed 15 feet and positioned in such a manner as to permit total right angle observation by parallel traffic. When glare screen is utilized on temporary concrete barriers, warning lights will not be required.

(e) Anchorage of the glare screen to the concrete barrier shall be capable of safely resisting an equivalent tensile load of 600 lb/ft of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

(f) Prior to approval an impact test shall be performed by the manufacturer to verify the safety performance of the proposed system. The minimum impact strength of the posts, blades, rail and the barrier attachment design shall be sufficient to prevent the unit from separating from the

barrier when impacted by a 3 inch outside diameter steel pipe traveling at 30 mph and impacting mid-height on the glare screen assembly.

(g) All hardware shall be galvanized in accordance with ASTM A 123 or stainless steel in accordance with AISI 302/305.

102-3.4.3 Certification: Furnish certified test reports including all applicable test methods stating that the materials comply with the requirements of this specification.

102-3.4.4 Qualified Products List (QPL): Manufactured glare screen systems may be modular or individual units listed on the Qualified Products List. A field impact test may be required by the Manufacturer to verify continual compliance with these Specifications.

102-3.5 Work Zone Signs: Work Zone Sign Panels include all Warning and Temporary Regulatory Signs, as identified in the MUTCD and the FDOT Design Standards, Index 600. Obtain manufacturer certification that the Work Zone signs meet the requirements of the FDOT Design Standards, MUTCD, and this Section. Provide signing in accordance with the FDOT Design Standards, unless otherwise shown in the plans.

102-3.5.1 Temporary Regulatory Signs: Provide signs with dimensions of 4 foot by 4 foot. For all other facilities, provide signs having minimum dimensions of 2 foot by 2.5 foot.

102-3.6 Truck Mounted Attenuators: Use Truck Mounted Attenuators (TMA), when called for in the Design Standards. Use truck mounted attenuator systems designed and constructed to slow impacting vehicles, and dissipate the vehicle's kinetic energy and bring the errant vehicle to a safe and controlled stop. Use systems designed and constructed for installation at the rear of trucks with a Gross Vehicular Weight of 15,000 pounds (actual weight) or more meeting the requirements of the manufacturer of the TMA. If adding supplemental weight to the vehicles as ballast is necessary, use only dry loose sand.

The TMA will provide a safety device between approaching vehicular traffic and the work zone when properly attached. Use like new units that are in current production, or updates of existing models as approved by the Authority.

Use truck mounted attenuators rated at 45 mph or 60 mph design speeds. Base utilization of TMAs on the posted speed limit. Restrict a TMA rated for 45 mph to use on roadways with posted speed limits of 45 mph or less and prohibit from use on freeways. A TMA rated for 60 mph may be utilized on all freeways or roadways with posted speed limits greater than 45 mph.

Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. The bottom of the cartridge shall have the same pattern, covering the entire bottom, with 6 inch white and 6 inch safety orange stripes. Use Type III reflectorized sheeting for striping.

Obtain certified test reports from the TMA manufacturer showing the attenuator meets all requirements set by the National Cooperative Highway Research Program, Report 350. Certification shall include drawings and calculations signed and sealed by a Professional Engineer registered in the State of Florida for each model. Limit TMAs to those items listed on the Qualified Products List.

The trucks and truck mounted impact attenuators will not be paid for separately, but will be included in the lump sum cost of maintenance of the roadway.

102-4 Detours.

102-4.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

102-4.2 Standards of Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where the Plans call for the Authority to furnish detour bridge components, construct the pile bents in accordance with the FDOT Structures Design Office Standard Drawings, Index No. 300 and 301, unless otherwise authorized by the CEI.

Submit a letter with the following: company name, phone number, office address, project contact person, project number, detour bridge type, bridge length, span length, location and usage time frames, to the CEI at least 30 calendar days prior to the intended pick-up date, to obtain the storage facility location and list of components for the project. Upon receipt of letter, the CEI will, within ten calendar days provide an approved material list to the Contractor and the appropriate Authority storage site. Provide a letter with an original company seal, identifying the representative with authority to pick up components, to the CEI at least ten calendar days prior to the proposed pick-up date. The Authority is not obligated to load the bridge components without this notice. At the time of issuance the Contractor's representative shall sign for each item loaded.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the CEI in writing at least ten calendar days prior to returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components.

The Contractor shall provide a crane and an operator at the storage facility to load and unload the bridge components and furnish all other labor and equipment required for loading and unloading the components.

The CEI will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The Tickets must be signed by the CEI and Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. Repack components that are not packed in compliance with these instructions.

Assume responsibility for any shortage or damage to the bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Contractor shall furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 ft 3 /minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Perform scabbling when determined necessary by the CEI. The Authority will pay for the cost of scabbling as Unforeseeable Work.

Return the bridge components to the designated storage facility beginning no later than ten calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week.

102-4.3 Materials: Provide all materials for the construction and maintenance of all detours, except that, where the plans call for the Authority to provide borrow or other material pits, the CEI will allow the Contractor to obtain material from these pits for the detour. The Authority will make no separate payment for materials used from these pits to construct detours.

102-4.4 Construction Methods: Do not apply the requirements of the Standard Specifications pertaining to construction and material details to detour construction. Select and use construction methods and materials that shall provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-4.5 Removal of Detours: Remove temporary detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials which might be on loan from the Authority with the stipulation that they be returned.

102-5 Calcium Chloride for Dust Control.

102-5.1 General: The CEI will direct the locations and the time of using calcium chloride for dust control.

102-5.2 Equipment: Apply the calcium chloride using any spreader capable of such adjustment and control that the quantity of calcium chloride applied in any 25 foot length of road does not vary more than 10% from the quantity intended for that length. Do not use rotary-type spreaders, as they are not considered capable of proper control. Use equipment to apply water that is capable of applying the water uniformly within the limitations of moisture required.

102-5.3 Application:

102-5.3.1 Weather Limitations: Even if previously ordered by the CEI, do not treat surfaces when raining or when the moisture condition exceeds that for proper application of the calcium chloride as determined by the CEI.

102-5.3.2 Preparation for Treatment: Level the subgrade, base materials, or other surface to be treated to a smooth grade and crown or shape the surface to effect adequate drainage. When so directed, moisten the surface prior to application of the material.

102-5.3.3 Rate of Application: The CEI will specify the actual rate at which to uniformly spread the material. Apply the flakes at a rate between 1.0 and 1.25 lbs/sq.yd. of surface, and pellets at a rate between 0.80 and 1.0 lb/sq. yd.

102-5.3.4 Subsequent Applications: If subsequent applications are required over a previously treated area which has previously been treated, make such applications at a rate of approximately 0.75 lb/sq. yd. for flakes and 0.6 lb/sq. yd. for pellets.

102-5.3.5 Protection from Traffic: Do not allow traffic on the treated surface until two hours after application.

102-6 Materials for Driveway Maintenance.

102-6.1 General: Place material in driveways to residences and businesses to provide safe, stable, and reasonable access.

102-6.2 Materials: Provide material of the type typically used for base and having stability and drainage properties that will provide a firm surface under wet conditions.

102-6.3 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

END OF SECTION 102

Attachment 20

SECTION 560
COATING STRUCTURAL STEEL

560-1 Description

Coat new structural steel in accordance with the requirements of this Section.

560-2 Materials.

560-2.1 Coating System: Use only coating products and systems meeting the requirements of Section 975 and listed on the Departments Qualified Products List (QPL).

Use Type M coal tar epoxy coatings meeting the requirements of Section 926 and listed on the Department's QPL for coating of permanent bulkhead sheet piles and H piles.

560-2.2 Thinners, Solvents and Cleaners: Use thinners, solvents and cleaners listed on the coating manufacturer's product data sheet.

560-2.3 Caulking: Use caulks that are paintable, compatible with the coating system and recommended by the coating manufacturer as part of the coating system.

560-2.4 Soluble Salts Test Kit: Use a soluble salts test kit in accordance with SSPC-Guide 15 utilizing a Class A retrieval method. Ensure the test sleeve or cell creates a sealed, encapsulated environment during ion extraction and is suitable for testing all structural steel surfaces.

560-2.5 Abrasives: Use properly sized abrasives to achieve the required cleanliness and anchor profile. Use abrasives meeting the requirements of SSPC-AB 1, Mineral and Slag Abrasives, SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives, or SSPC-AB 3, Newly Manufactured or Re-Manufactured Steel Abrasive and do not introduce any contamination that interferes with the coating application and performance.

Provide certification to the Engineer that the abrasives used meet the requirements of this Section and do not contain any chlorides and other salts.

For recycled abrasives, verify compliance with the conductivity and cleanliness requirements of SSPC-AB 2 after each recycling or more frequently if required by the Engineer. Select a sample from each recycling machine in use and conduct the water-soluble contaminant and oil content tests outlined in SSPC-AB 2 at least one time each week or more frequently if directed by the Engineer. Conduct the non-abrasive residue and lead content tests as directed by the Engineer. If test results do not meet requirements, notify the Engineer immediately, remove and replace the abrasive, clean the recycling equipment, and conduct tests each day to confirm the equipment is functioning properly. Return to the weekly testing interval as directed by the Engineer.

560-2.6 Rust Preventative Compound: Use a Class 3 rust preventative compound meeting the requirements of Military Specification MIL-C-11796C, Corrosion Preventative Compound, Petrolatum, Hot Applied.

560-2.7 Storage: Store materials in conformance with the manufacturer's recommendations.

560-3 Equipment.

560-3.1 Compressed Air: Use a compressed air system capable of delivering clean, dry, continuous nozzle pressure to achieve the required surface cleanliness and profile or spray pattern. The system must comply with the instructions and recommendations of the manufacturer of the abrasive blasting system or coating application system.

560-3.2 Abrasive Blasting System: Design the blasting system to produce the specified cleanliness and profile.

560-3.3 Coating Application System: Use the coating application equipment approved by and in accordance with the Coating Manufacturer's technical data requirements.

560-4 Environmental, Health and Safety Requirements.

Isolate the work areas with containment devices, canvasses, tarpaulins or screens during all surface preparation and coating application operations. Dispose of all debris and waste products generated in accordance with all Federal, State and Local regulations.

560-5 Quality Control.

560-5.1 Shop Preparation and Application: Prior to applying coatings, provide a current Corporate Quality Control Plan approved by the American Institute of Steel Construction (AISC) under the Sophisticated Paint Endorsement program or SSPC under the SSPC-QP3 certification to the State Materials Office for approval.

560-5.2 Field Preparation and Application: Provide a current Corporate Quality Control Plan approved by SSPC under the SSPC-QP1 and/or SSPC-QP2 certifications as appropriate and a site specific Coating Quality Control Plan to the Engineer at least 14 calendar days prior to beginning coatings work. Do not begin coatings work until the site specific Coating Quality Control Plan has been approved by the Engineer.

560-5.3 Inspection: Ensure that all inspection equipment is maintained in accordance with the manufacturer's instructions, calibrated, and in good working condition. Ensure that all activities are observed and approved by a quality control coatings inspector meeting the requirements of this Section. Maintain daily inspection reports at the job site for review by the Engineer. Provide all daily inspection reports upon completion of the project to the Engineer or more frequently as requested by the Engineer.

560-6 Qualifications.

560-6.1 Shop: Provide documentation to the Engineer at least 14 days prior to beginning work that the shop performing any work in accordance with this Section is certified by AISC Sophisticated Paint Endorsement or by SSPC to the requirements of SSPC-QP3.

560-6.2 Field Contractor: Provide documentation to the Engineer at least 14 days prior to beginning work that the field contractor performing any work in accordance with this Section is certified by SSPC to the requirements of SSPC-QP1 and/or SSPC-QP2 as appropriate.

560-6.3 Quality Control Inspectors in the Shop and Field: Provide documentation to the Engineer that all personnel performing quality control inspections are certified at a minimum as a National Association of Corrosion Engineers (NACE) Coating Inspector Level I or a SSPC Level 1 Bridge Coating Inspector and that they report directly to a Quality Control Supervisor who is certified either as a NACE Coating Inspector Level 3 or a SSPC Level 2 Bridge Coating Inspector.

560-6.4 Certifications: Maintain certifications for the duration of the Contract. If the certifications expire, do not perform any work until certifications are reissued.

Notify the Engineer of any change in certification status.

560-7 Surface Preparation.

560-7.1 General: Ensure all surfaces to be coated are clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling coating, caulking, weld spatter, mill scale and any other surface contaminants. Prepare all surfaces that will become inaccessible after fabrication, erection, or installation while accessible. Sequence the surface preparations and coating operations so that freshly applied coatings will not be contaminated by dust or foreign matter. Protect all equipment and adjacent surfaces not to be coated from surface preparation operations. Protect working mechanisms against intrusion of abrasive. In the event that any rusting or contamination occurs after the completion of the surface preparation, prepare the surfaces again to the initial requirements. Perform surface preparation work only when the temperature of the steel surface is at least 5o F above the dew point temperature.

560-7.2 Mechanical Removal of Surface Defects: Break all corners resulting from sawing, burning, or shearing. In areas where burning has been used, remove the flame hardened surface of the steel to the extent necessary to achieve the required surface profile after abrasive blast cleaning. Remove all weld slag and weld spatter. Conduct all of this work in accordance with AASHTO/NSBA Steel Bridge Collaboration S 8.1.

560-7.3 Cleaning: Clean all steel surfaces in accordance with the requirements of SSPC-SP 1.

560-7.4 Washing: Wash all steel surfaces in accordance with the requirements of SSPC-SP 12.

560-7.5 Soluble Salts Detection and Removal: Determine the chloride, sulfate and nitrate concentrations on all steel surfaces using soluble salts test kits meeting the requirements of 560-2.4. Measure the concentration levels using the method described in SSPC-TU 4. Perform the tests after washing and after each applied coat of the coating system. Test three random locations in the first 1000 square feet and one random location for each subsequent 1000 square feet. Ensure the non-visible surface contaminant concentrations on blast-cleaned surfaces do not exceed the levels in SSPC-SP 12 Table A1 NV12 for chloride, soluble ferrous iron and sulfate and 10 $\mu g/cm^2$ for nitrate. When any concentration exceeds these levels rewash the entire surface area and retest. If additional washing does not reduce the concentration to the acceptable level, a surface treatment or water additive may be used. Use a surface treatment or water additive that is approved by the coating system supplier and the Engineer.

560-7.6 Abrasive Blast Cleaning: Prepare steel by abrasive blast cleaning to "Near-White" metal condition as defined in SSPC-SP 10. Use SSPC VIS 1 as an aid in establishing cleanliness. After abrasive blast cleaning, ensure the surface profile meets the requirements of the coating manufacturer's product data sheet. Determine the surface profile using replica tape in accordance with ASTM D 4417, Method C.

Perform all abrasive blast cleaning within a containment system to ensure confinement of all particulates. Design the containment system to comply with all applicable Federal, State, and Local regulations. Ensure the abrasive blast cleaning does not produce holes, cause distortion, remove metal, or cause thinning of the substrate.

560-7.7 Hand and Power Tool Cleaning: Prepare steel by power and hand tool cleaning as defined in SSPC-SP 11, SSPC-SP 3, and SSPC-SP 2 for touch up and repair when approved by the Engineer. Use SSPC-VIS 3 as an aid in establishing cleanliness.

560-8 Surfaces Not to be Coated.

560-8.1 Galvanized Surfaces: Do not coat galvanized surfaces unless specified in the Contract Documents.

560-8.2 Surfaces to be in contact with Concrete: Do not coat the areas of contact surfaces of steel to be encased or embedded in concrete, or coated with concrete unless specified in the Contract Documents. When specified, prepare the contact surfaces and apply primer.

560-8.3 Faying Surfaces: After application of the primer, protect the contact surfaces of members to be joined by high-strength bolts in friction type joints from all other coatings and foreign material.

560-8.4 Machine Finished Surfaces: Apply a coating of rust preventative compound to all machine finished or similar surfaces that are not to be coated, or will not be coated immediately.

560-8.5 Surfaces to be Welded: Mask off surfaces within 1 inch of field welded connections before the application of any shop coating. Apply a mist coat of primer that is less than 1 mil dry film thickness to surfaces where shear studs will be welded.

560-9 Application.

560-9.1 General: Apply a complete coating system to all structural steel surfaces except surfaces indicated in 560-8. Apply a complete coating system to all surfaces that will become inaccessible after fabrication, erection, or installation.

Apply the prime coat in the shop. Apply the intermediate coat in the shop or field. Only apply the finish coat after erection and after concrete work is complete.

Prior to the application of any coating, inspect the substrate for contamination and defects, and prepare the surface in accordance with 560-7 before application of the next coat.

Apply each coat including a stripe coat in a color that contrasts with the substrate or preceding coat. For exterior surfaces, apply a finish coat color meeting Federal Standard, 595B, Shade 36622, unless otherwise specified in the Contract Documents.

560-9.2 Weather and Temperature Limitations: Do not spray coating when the measured wind speed in the immediate coating area is above 15 miles per hour. Do not apply coatings when contamination from rainfall is imminent or when the ambient air temperature, relative humidity, dew point temperature, or temperature of the steel is outside limits of the coating manufacturer's product data sheet.

560-9.3 Sealing Using Caulk: Completely seal the perimeter of all faying surfaces, cracks and crevices, joints open less than 1/2 inch, and skip-welded joints using caulk. Apply the caulk to the joint following the caulk manufacturer's recommendations. Ensure the caulk bead has a smooth and uniform finish and is cured according to the caulk manufacturer's recommendation prior to the application of the coating system.

560-9.4 Protection of Adjacent Surfaces: Protect all surfaces and working mechanisms not intended to be coated during the application of coatings. Clean surfaces that have been contaminated with coatings until all traces of the coating have been removed. Do not allow material from cleaning and coating operations to be dispersed outside the work site.

560-9.5 Mixing and Thinning: Mix all coatings in accordance with the manufacturer's product data sheet. Only mix complete kits. Use thinners and solvents in accordance with the requirements of the coating manufacturer's product data sheet and confirm that the amount of thinner added does not result in the coating exceeding VOC regulations stated in Section 975.

Perform all mixing operations over an impervious surface with provisions to prevent runoff to grade of any spilled material.

560-9.6 Application Methods: Use coating application equipment and apply coatings per the coating manufacturer's product data sheet. Application with brushes may be permitted for minor touchup of spray applications, stripe coats, or when otherwise approved by the Engineer. Adjust spray equipment to produce an even, wet coat with minimum overspray. Apply coatings in even, parallel passes, overlapping 50 percent. Agitate coatings during application as required by the coating manufacturer's product data sheet.

560-9.7 Stripe Coating: Apply stripe coats to achieve complete coverage and proper thickness on welds, corners, crevices, sharp edges, bolts, nuts, rivets, and rough or pitted surfaces.

560-9.8 Thickness of Coats: Apply coatings to the thickness as identified in the manufacturer's product data sheet. After application of each coat, thoroughly inspect the surfaces and measure the dry film thickness (DFT) in accordance with SSPC-PA 2. When the DFT is deficient or excessive, correct in accordance with the coating manufacturer's recommendations and retest the area.

560-9.9 Coating Drying, and Curing: Apply coatings within the time specified by the coating manufacturer's product data sheet for drying and recoating. Test the coating for proper cure before handling and shipping. Test for cure in accordance with the manufacturer's recommended method. Meet the requirements of ASTM D 4752 for inorganic zinc primers or ASTM D5402 for organic zinc primers when the manufacturer's technical data sheet does not state a specified cure test. Obtain the acceptance criteria from the coating manufacturer and report the results to the Engineer.

Prior to assembling bolted connections, test and verify that the primer coating on the faying surfaces has cured to a resistance rating of 5 in accordance with ASTM D 4752, ASTM D 5402, or the coating manufacturer's requirements. If cure testing is performed per the coating manufacturer's requirements, submit the test results to the Engineer for approval prior to assembling the bolted connection.

560-9.10 Coating Finish: Apply each coat free of runs, sags, blisters, bubbles, and mud cracking; variations in color, gloss, or texture; holidays; excessive film buildup; foreign contaminants; orange peeling; and overspray.

560-10 Touchup and Repair.

Clean and coat all welds, rivets, bolts, and all damaged or defective coating and rusted areas in accordance with 560-7 and 560-9. Upon approval by the Engineer, aluminum mastic may be used in accordance with the manufacturer's recommendations. Aluminum mastic must contain aluminum pigment and minimum 80% volume solids.

560-11 Coal Tar-Epoxy Coating of Permanent Bulkhead Sheet Piles and H Piles.

560-11.1 Surface Preparation: Prepare the substrate in accordance with 560-7. Provide a depth of anchor profile in accordance with the manufacturer's product data sheet, but in no case less than 2.5 mils. Re-blast piles not coated during the same shift or if the surface to be coated no longer meets the requirements SSPC-SP 10.

560-11.2 Application of Coating: Unless otherwise shown in the Contract Documents, apply the inorganic zinc and coal tar-epoxy coatings to all sides of H piles and the exposed side of sheet and pipe piles from the top of the piles to a depth of five feet below the lower of the design ground surface or the design scour depth. Apply the inorganic zinc in accordance with this Section. Apply the coal tar-epoxy in accordance with the following specific requirements:

(1) Apply the coal tar-epoxy system in two coats. The time interval between the first coat and the second coat will be in strict accordance with the coating manufacturer's published specifications. Apply the first coat to yield a dry film thickness of 8 to 10 mils. Apply the second coat to attain a total dry film thickness of the two coats between 16 and 20 mils. For sheet piles, give the inside portion of the interlock claw and the interlock ball a single coat that will yield a dry film thickness of 2 to 4 mils. Build up and puddling of the coating in these areas is not permitted.

(2) Ensure that no portion of the coating is less than the specified minimum film thicknesses. The total minimum film thickness for any combination of coats will be the sum total of the averages of the specified thickness range of the individual coats.

(3) After applying the coating on the steel piles, the Engineer will thoroughly inspect the surfaces and make film thickness measurements at the approximate rate of one for each 25 ft^2 of area unless deficient thickness is found. In this case, the rate of sub-measurements will be increased as required to determine the extent of the deficient area.

560-12 Basis of Payment.

No separate payment will be made for coating new structural steel. Include the cost in the cost of the structural steel.

Attachment 21
RAILROAD CROSSING MAINTENANCE

1.0 Description

1.1 The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to maintain the railroad crossing 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).

Contractor shall be responsible for the maintenance of the automatic grade crossing traffic control devises, the highway roadbed and the portion of the highway lying between the width of the rail ties at the crossing, but not the track bed and rail components.

Inspections of the crossing shall be performed no less than once a month. Contractor shall maintain the highway roadbed referred to above and the signals at the crossing, including crossing gates in accordance with accepted industry practices and all applicable local, state and federal statutes.

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 incidents, these forms, such as Request for Authorization to Sublet Work, will be provided by the Authority. In other instances, the Contractor shall complete the forms by providing the required information and returning the forms to the Authority's Manager of Maintenance or designee.

2.0 Location

2.1 The railroad crossing, FDOT Crossing No. 621659G (single track), located on the Orlando Utilities Stanton Energy Line, south of SR 528 at International Corporate Parkway, crossing the Authority's on/off ramp.

3.0 Notification

3.1 Contractor shall notify the Authority's Manager of Maintenance promptly whenever signals have been repaired and returned to normal operation.

END OF SECTION

METHOD OF COMPENSATION

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid a total Lump Sum Amount of $16,989,528.00.

3.0 METHOD OF COMPENSATION

3.1 Payment will be made to the Contractor not more than once monthly on the basis of the payment schedule included in the Scope of Services which is a part of the Contract Documents. The Contractor shall prepare and submit duplicate invoices to the Authority in a format acceptable to the Authority. Payment for invoices received by the Authority by the 1st of the month and approved by the Board at its subsequent monthly meeting will be placed in the U.S. mail on the last working day of the following month.

3.2 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract or a work order 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.

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.

END OF SECTION

A Transmittal Letter

March 25, 2011

Robert Johnson, Manager of Procurement
Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida, 32807

Re: Contract No. 000761 - Roadway and Bridge Maintenance S.R. 408, S.R. 417, S.R. 528 AND S.R. 551

Dear Mr. Johnson:

Jorgensen Contract Services, LLC, in association with USA Services, Inc. is pleased to submit our Technical Proposal to perform routine maintenance, administration and management services on the Authority's roads.

We fully understand the OOCEA's requirements for this contract, as well as the unique challenges associated with servicing roadways and bridges in the heavily traveled urban area of the Orlando-Orange County region.

Jorgensen's qualifications stem from:

- 50 years of serving the highway industry,
- 17 years of Florida highway maintenance experience,
- 30 active clients with operations in 26 states,
- 420 engineers, managers, supervisors and technicians,
- Established relationships with subcontractors, and
- Demonstrated team capabilities and experience to meet or exceed the OOCEA's Minority/Women-owned Business Enterprise (M/WBE) usage goals.

This transmittal letter contains our Executive Summary outlining our overall capabilities and approaches for accomplishing the specified services.

Jorgensen History of Innovation

1960s and 1970s

- Performed maintenance management training for top executives of 36 state highway departments.
- Began organizational studies for state DOTs

1970s and 1980s

- Roy Jorgensen authors NCHRP Report 31 This work is the foundation of MMS systems still being used today.
- The first MMS systems implemented by Jorgensen in the United States, Latin America, Africa and Asia.
- Developed initial concepts for outsourcing public works, streets, and highway maintenance in the US and globally for the World Bank, USAID, Asian and InterAmerican Banks.

1980s and 1990s

- Awarded pilot contracts for Job Order Contracting for the Army, Navy and Air Force.
- Financial founder of the International Road Educational Fund for providing graduate level training to transportation leaders worldwide.
- Awarded one of the first comprehensive maintenance contracts in the US on I-95 in Florida.

1990s and 2000s

- Provided Contract Maintenance Training for over 350 top executives over 12 year period.
- Completed asset maintenance contracts in Florida, Texas, Utah and Massachusetts.
- Prepared and implemented the first multi-year maintenance programs for design-build-maintain and PPPs in the United States, including I-595 in Broward County.

Executive Summary

Founded in 1961, Roy Jorgensen Associates, Inc. was the first engineering and consulting firm to concentrate on the development and implementation of management programs for highway maintenance. Jorgensen has innovated many of the maintenance operation and management concepts used today by transportation agencies throughout the US and worldwide. The firm's wholly-owned Florida subsidiary, ***Jorgensen Contract Services, LLC, was established in 1994*** to focus solely on providing top quality contracting for highway and facility maintenance.

Diverse Highway Experience. Jorgensen has continued to develop its expertise in contracting for highway maintenance services over its 50-year history. Starting as a consultant, evolving into a contractor, managing highway maintenance under unit price contracts and now as an asset manager, Jorgensen has earned national recognition by providing consistently high quality maintenance services to the public transportation sector. Our relevant experience performing work that is similar in size and scope to the OOCEA's scope of work, including a comprehensive a project list and reference contact information, is detailed in section C.3 of our proposal.

Experienced Project Team. Collectively the strength of our organization rests within the individual contributions of our team members and our committed investment to their successes. Our project team is organized into five functional units: executive leadership, project team, field supervision, quality, and subcontractor management.

The firm's executive leadership team is intimately involved with each project undertaken. Additionally, and importantly, **this executive team includes professional engineers registered in Florida, who not only provide project direction on the ground, but also are members of the firm's Board of Directors and Executive Committee providing direction to the entire corporate team.** Our senior leaders have spent their careers working in the field listening to clients and matching firm resources and strategies to successfully satisfy their needs. The executive management team is supported by other managers, engineers and technicians who are involved with the implementation of the project management structure, and the operational work plans to be implemented in the field. All of our proposed professional staff and supervisors committed to this project have direct, hands on Florida experience. The credentials and assigned responsibilities of this staff are described in our proposal.

INTERSTATE 595 EXPRESS

February 15, 2011

SUBJECT: Letter of Reference for Jorgensen Contract Services

To Whom It May Concern,

We are pleased to recommend Jorgensen Contract Services as an outstanding Operations and Maintenance Contractor. Over the past two years Jorgensen has proven itself as an efficient and most reliable contractor.

As part of the Operations and Maintenance contract, Jorgensen provides the I-595 Concession with routine maintenance activities such as, mowing, litter removal, sweeping, lighting drainage, repair of damaged roadway assets and periodic structure inspection. Jorgensen also monitors the I595 Roadway 24/7 through the Traffic Management Center providing assistance to motorists as part of the Road Ranger Program. The scope of this program ranges from assisting disabled automobiles to working with police and emergency response teams on major accidents.

Jorgensen has met our strict performance measures which require a diligent and responsive contractor.

It is for these reasons that we highly recommend Jorgensen Contract Services for all your Operations and Maintenance needs. Should you need any additional information, please do not hesitate to contact us.

Sincerely,

Alvaro Muelas
CEO I-595 Express

Key Partnership with USA Services. We are proud to associate with USA Services as a key member of our team. USA Services will complement Jorgensen's capabilities by providing mowing, sweeping, litter pickup, tree trimming, and other maintenance services for the OOCEA's project. USA Services has 20 years of Florida roadway maintenance experience, including seven years providing services on JCS' asset maintenance projects. We recognize the importance of aesthetics on heavily traveled roadway, such as those in Orlando, and we are certain that USA Services' participation on this contract will ensure that the Orlando-Orange County Expressway is always well represented by neat, clean and beautifully maintained roadways and surrounding areas.

Financial Strength. Based on consistency in completing projects successfully, Jorgensen has earned excellent ratings from our bonding and insurance companies. Our firm has **never been denied a performance bond nor have any of our bonds ever been drawn upon by a client.** Today, in this recessionary market, it is more important than ever that owners select contractors with a **proven track record, strong financial position and reputable surety companies.** Our **bidding capacity is $58 million, our working capital is consistently in the mid-seven figure level and our standby letter of credit is in the seven figures.** These financial resources provide us with the capacity to easily fund in-house, subcontractor, equipment and material costs to support the demands of new contracts. Our history of timely subcontractor and vendor payments are also evidence of this strength.

Proven Systematic Approach to Planning. Our proposed management, technical and operational plans encompass all the functional aspects of the contract, in addition to providing for continual improvements as **we strive to achieve 100% contract compliance.** We have worked on asset maintenance contracts in Florida for the past 17 years, and during that period we have developed a proven and effective systematic approach to work planning. This approach is described in section D of our proposal.

Participation by Minority/Woman-owned Business Enterprises. Though Jorgensen is capable of performing most of the work in-house, we have subcontractors available for specialized work, including five reputable M/WBE firms. Our successful track record for meeting and exceeding M/WBE objectives on past state projects demonstrates our ongoing commitment to supporting the Authority in achieving their 15% M/WBE usage goals. This commitment extends not only through our use of their services, but our partnered approach to help develop their business and promote those quality services throughout the state. We are excited to include several highly qualified M/WBE firms as key subcontractors within our maintenance operations.

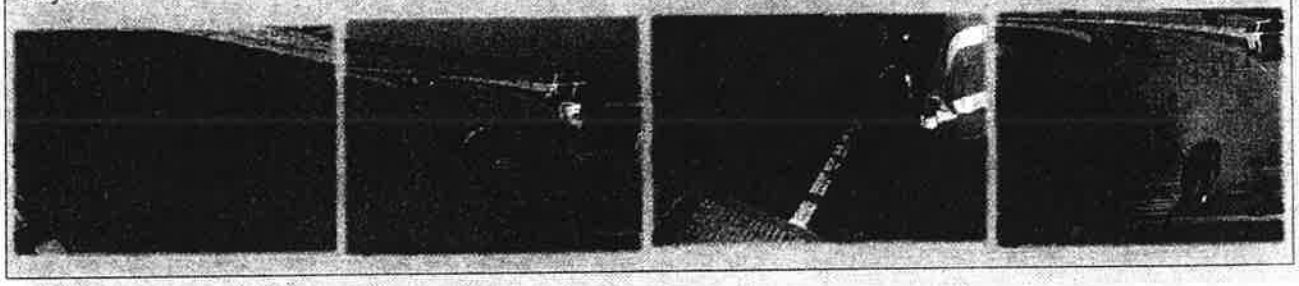
Large Collection of Florida-based Resources. Jorgensen is one of the largest asset maintenance contractors in Florida and the US. Our equipment, facilities and material resources in Florida are more than adequate to support the contract from the first day. Also, our maintenance professionals and technicians have the depth of experience and expertise to quickly ramp up to meet requirements from Day 1. Our mobilization team includes key members of our executive management, regional management and our local project management team.

Quality Processes for Continuous Improvement. With changing conditions, specification updates, new construction projects, large traffic volumes, and a heavily urbanized community, the needs of the OOCEA system are dynamic. Critical to success in implementing an asset maintenance program in this environment is the ability to adjust quickly to changed conditions on a daily basis. Quick changes, however, must be closely monitored to ensure contract compliance is maintained. Based on lessons learned, we have implemented a comprehensive Quality Management System (QMS) on all of our contracts. Our QMS processes help us achieve our goal of implementing new measures leading to continuous improvement.

Responsive Actions Are the Key to Our Success

In the morning of July 29, 2010 during the routine daily route patrol of the I-595 Corridor Roadway Improvements Project, JCS staff detected that a WEBO panel of a joint on Bridge 860476 had been dislocated.

JCS notified FDOT immediately, requested approval for an emergency lane closure, and submitted the proposed technical solution that included the replacement of the damaged section with the Rapid Curing X.J.S. System that incorporates the Silspec 900 Polymer Nosing System (PNS) and the Dow Corning 902 RCS Joint Sealant. Upon approval, the ramp was closed at 9:00 am and JCS maintenance staff initiated removal of the damaged panel; the Bridge Subcontractor arrived on scene at 4:30 pm and proceeded with the repairs. Once the repairs were completed and inspected, the road was re-opened at 1:00 am on July 30th.



Core Values – Innovation, Improvements, Operational Knowledge, Work Methods. These values and our team's ability to effectively implement them have provided clear advantages for our customers. We've introduced many innovative time and cost-saving methods to effectively handle complex and often unexpected project issues, including our JAMMS 2.0 maintenance management system, innovative energy-saving techniques, RPM maintenance methods and our comprehensive QMS program. When applied to the Authority's project, Jorgensen's innovative ideas and management methods will elevate the OOCEA's system and will benefit the traveling public with new and improved levels of performance and service.

Jorgensen's Commitment to OOCEA. Our team brings the capabilities, experience, and knowledge for accomplishing each requirement outlined in the Authority's RFP. Furthermore, we have completed an extensive field and planning analysis for this project, and our designed approach is based on thoroughly researched scope requirements and asset conditions. **As a result, the Authority will benefit from a detailed plan that will be initiated well before the start date to ensure a much faster and seamless project transition from the current contract.**

We are proud to offer the OOCEA the highest levels of professionalism, technical knowledge and commitment to meeting not only the requirements of the contract, but the goals and expectations of the Authority and those who travel Florida's Orlando-Orange County Expressway.

Sincerely,

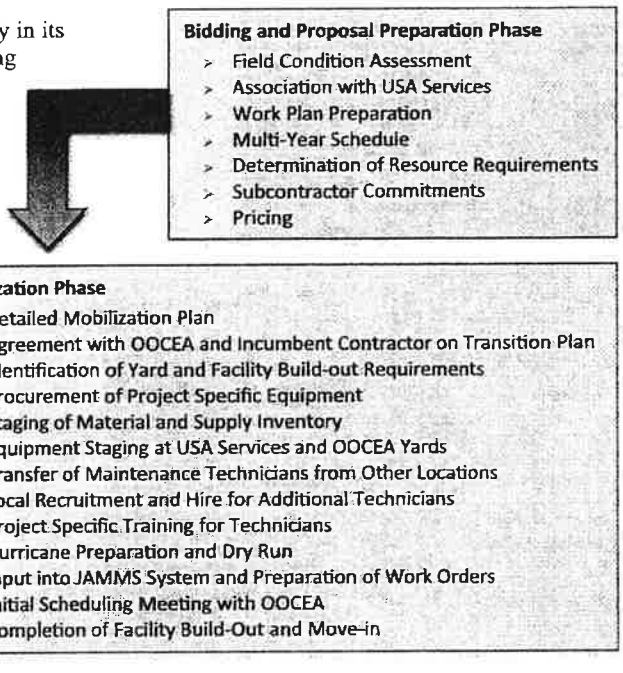
Charles E. Henningsgaard

Charles E. Henningsgaard, P.E
Senior Vice President

B Understanding and Approach

Jorgensen Contract Services is committed to supporting the Authority in its mission to provide safe, reliable and aesthetically pleasing transportation infrastructure for S.R. 408, S.R. 417, S.R. 528 and S.R. 551 of the Orlando-Orange County Expressway.

Our Team – JCS and USA Services – proposes a detailed and structured project approach, as detailed in the figure shown right. This approach is based on our understanding of the Authority's goals and our experience managing the roadway assets on other toll facilities such as the extensive Harris County toll road system in Houston, TX; the highly visible President George Bush Turnpike in Dallas, TX; performance-based contracts managed by USA Services for FDOT District 5; and the JCS asset maintenance contracts for Districts 2 and 7.



B.1 Our Team's Understanding and Approach

The following discussion of the key issues provide evidence of our understanding and approach to completing this project.

Soundness and Clarity of Approach. The detailed tasks that make up our approach are listed in the figure shown right. This figure details our planning process from the bidding phase through mobilization and into contract performance. These tasks have evolved from our "real" world experience in bidding and successfully implementing comprehensive maintenance contracts. We believe this to be a sound planning approach with clear objectives during the bidding, mobilization and performance phases.

Potential Difficulties and Methods for Solution. We recognize the challenges associated with this project, and in our past experience, we have resolved similar challenges that have resulted from transition situations. The primary challenge we anticipate is the transition from the current contractor to our team by the Notice to Proceed date. We have demonstrated our success in transitioning to other projects. For example, on the I-595 reconstruction project in FDOT District 4, we mobilized, staged equipment and materials, staffed and trained a work force of 30 managers, supervisors and technicians to operate and maintain the corridor, all within a 60-day mobilization period. Our activities included maintenance, operation of workstations in the Traffic Management Center and incident response including Road Rangers, SIRV and RISK responsibilities.

Another challenge is the integration of our team's culture with the OOCEA's culture so as to create a partnership from the onset of the contract. Our commitment to achieving continual improvement through our Quality Management System is the primary attribute that we bring to the partnership table.

Means and Methods to Attain Project Objectives. The project objectives and the primary means and methods to accomplish them are shown in the table at the top of the following page. A more detailed discussion of manpower, subcontractors, equipment and materials and their effective utilization is provided in Sections B.2, B.3 and B.4.

Minimizing Authority Project Support. The detailed nature of our planning process from work identification in the field to work accomplishment is largely independent of the need for Authority support. We have prepared a multi-year plan as a part of the bidding phase that will be the basis for the rolling Roadway Maintenance Operations Work Plan. This plan will be made available for review by the Authority prior to the Notice to Proceed date. Once approved by the Authority, the plan will serve as the basis for our work activities from day 1 with minimal further input required from the Authority.

Furthermore, our Quality Control process includes detailed inspection checklists, which are available to the Authority for review. These checklists will greatly reduce Authority's time required in the field to check on work accomplishment.

Coordination and communication with the Authority is facilitated by our philosophy of transparency of our actions. Work reports, schedules and status reports, including quality control inspection checklists, are available to the Authority through access to a dedicated website on the internet.

Project Objectives

Provide a Safe Roadway

- Effective Road Patrols to Responsively Clear Debris from the Traveled Way
- A Responsive Incident Management Team
- Clear and Reflective Line and Marker Delineation
- 100% Functioning Guardrail and Attenuators

Provide an Aesthetically Pleasing System

- Daily Litter Cleanup to Ensure Litter Free Areas
- Timely Mowing to Eliminate Excessive Vegetation Height
- Periodic Tree and Brush Trimming

Meet M/WBE Objectives

- See Section B.3 for Demonstrated Evidence of Past Performance

Meet or Exceed MRP Requirements

- JCS Certified MRP Engineers and Technicians Perform Analyzes
- Corrective Actions Scheduled and Performed Immediately Following Inspections.
- All Actions Documented in JAMMS

B.2 Staffing Plan and Organizational Structure

Our proposed staffing plan draws from the entire resources of the firm, which includes over 400 engineers, managers, supervisors and technicians all from diverse backgrounds, serving clients throughout the United States. We have specifically selected our project team members based on the unique skills, experience and talents they will contribute to the Authority, and the users of the Orlando-Orange County Expressway. They bring prior experience performing on roadway and bridge maintenance projects throughout the state of Florida, as well as on other toll road projects similar in size and scope to the Authority's project.

Our senior management team has worked together successfully for over 25 years leading maintenance projects. Furthermore, each of our subcontract team members has a proven track record within their field of expertise. All have experience in contract maintenance and are familiar with the Authority's maintenance policies, procedures, manuals and guidelines.

Five Functional Units of Operation. Our staffing plan is contained within an organizational structure that is composed of five functional units, each of which incorporates critical backstopping, accountability checks and balances, and is directly responsible to the Authority. This structure is designed to provide the Authority with better communication, quicker response, and innovative and comprehensive project tracking - all achieved at a high level of service.

1. **Executive Leadership.** Our top level executive team is led by Project Principal, Mr. Chuck Henningsgaard, PE who will oversee the corporate and engineering support groups. This executive team serves as the primary oversight of the operation providing direction, control and vital support functions for both the Authority and the local management structure.
2. **Quality Management Team.** The Quality Management Team reports to executive management. They will ensure quality of services and adherence to Authority specifications, as driven by our rigorous QA/QC program. Our quality personnel are not only experts in highway engineering and quality practices and theory, but they are also extremely knowledgeable of specifications as applicable to this contract. This team will be responsible for contract compliance, contract technical improvement and roadway condition assessment programs.
3. **Project Management Team.** The project management team reports to the executive leadership. This group is responsible for daily operations, project staffing, annual maintenance work plan development and execution, quality control and budgetary review. They are the daily decision makers for all operations and will interact directly with the Authority, serving as the project's point of contact.
4. **Field Supervisory Team.** Reporting to the project management team, the field supervisory team includes personnel who manage and support our in-house maintenance technicians and project subcontractors. They will serve as secondary contacts and will have direct accountability for production rates, efficiencies and administrative reporting.
5. **Key and Specialty Subcontractors.** Activity-based and specialty subcontractors will be managed by the project management and field supervisory teams. These are important partners who are used as an operational extension of our work force and a critical backstopping feature to our in-house maintenance crews. With an emphasis on utilization of M/WBEs, these businesses provide essential specialty expertise for a portion of our maintenance work plans.

Hiring Policy

Jorgensen has a large pool of in-house maintenance technicians located on projects throughout Florida. On new projects, we assign experienced technicians from this employee pool to the contract. We also supplement with new technicians hired from the Orlando- Orange County area. In some instances and with agency approval, we may consider current contractor employees. In this case, our policy is to only approach these employees after the contractor selection is completed to avoid potential procurement conflicts.

Technician Staff. Our staffing plan includes both the relocation of existing maintenance technicians, and hiring of new staff (preferably with OOCEA or Florida highway experience) from local candidates. The table highlights key qualifications and credentials of our maintenance technician staff.

We also provide comprehensive training for new technical staff to ensure a seamless transition to the project, as well as continuous training to keep existing members up-to-date on new equipment, methods and contract procedures.

FLORIDA MAINTENANCE TECHNICIAN STAFF	
Credentials	**Techs**
Advanced MOT Certifications	8
Vocational Certifications (Herbicide, electrician, etc.)	4
Full Time Certified Equipment Operators	5
5+ year Employees	12
CDL 'A' or 'B' Operators	20
CPR Certifications for Emergency Responders	14
U.S. Military Veterans	12
MRP Team Leader Certification	2
MRP Inspection Certification	3
MRP School Attendance	10

Crew Organization. We organize our asset maintenance crews by activity. This structure enables our supervisors to develop higher skill levels and management expertise in these specific activity areas. For example, a supervisor responsible for traffic signs will master the technical knowledge and skills necessary to perform sign-related work on all roadway areas. Each crew is described in more detail in the following table.

ACTIVITY-SPECIFIC CREWS	
Crew	**Responsibilities**
Mobilization Crews *Multi-person crews*	Multi-disciplinary work force, mobilized from our regional operations. This crew will focus on the initial months of the contract providing maintenance and corrective measures aimed at long-term investment and condition performance. These crews are trained in many maintenance activities within traffic, drainage, bridge, roadside appurtenances, emergency and incident management.
Road Patrols *Single person crew w/ a light-duty truck*	Responsible for the daily route program, traffic incident management and customer service requests. Responsible for JAMMS reporting. Often the first to arrive at site of an incident. Trained in incident management.
Aesthetic Crews *Multi-person crews with medium-heavy duty trucks*	Responsible for annual work plan routine maintenance and customer service requests. Cross-trained to assist in traffic incident management. Tasks include landscaping, edging/sweeping, herbicide applications, tree trimming, drainage structure cleaning, washout -repair, pothole repair, graffiti removal, fence repair, and minor bridge maintenance.
Heavy Equipment Crews *Multi-person crews with heavy-duty trucks & specialty heavy equipment*	Responsible for annual PM work plan activities and customer service requests requiring heavy and specialty equipment. Responsible for Bridge Maintenance. Tasks include pavement repairs, shoulder repairs, drainage repairs, washout repairs, minor concrete repairs and bridge maintenance. Cross-trained to assist in traffic incident management.
Traffic Service Crews *Single/Multi-person crews*	Responsible for large, small, and overhead signs, object markers, delineators, graffiti removal, and traffic striping in limited areas, guardrail, attenuator, and end treatments. Cross-trained to assist in traffic incident management.
Inspection/QA/QC Crews *Single person crews*	Responsible for inspections, and conducting asset condition procedural inspections, Jorgensen annual work program condition assessments, and quality control/quality assurance field inspections.

Staffing Plan. The staffing plan table presented on the following page identifies the key elements of our organizational structure, the related experience to the project, job assignments along with the personnel loading requirements for the job. The experience and expertise of those named staff is detailed in Section C.

The staffing plan highlights the fact that: we are placing a great deal of emphasis on beginning the project in a timely and effective manner by committing a large number of resources to the mobilization/transition effort; and, we are providing a dedicated work force of in-house personnel and subcontractors throughout the entire project timeframe.

STAFF LOADING PLAN								
Position	Name	# Personnel	Mobilization	Years				
				1	2	3	4	5
Project Principal	Chuck Henningsgaard	1	20%	5%	5%	5%	5%	5%
Program Manager	Rick Sulzer	1	20%	10%	10%	10%	10%	10%
Project Manager	John McPherson	1	50%	100%	100%	100%	100%	100%
Field Superintendent	Richard Lawson	1	50%	35%	30%	30%	25%	20%
Field Supervisor	Charles Peacock	1	10%	100%	100%	100%	100%	100%
Field Supervisor	Mike James	1	10%	50%	25%	20%	20%	20%
QA Manager	Sara Henningsgaard	1	5%	15%	5%	5%	5%	5%
QC Manager	Roger Mann	1	10%	100%	100%	100%	100%	100%
Cond. Assess Insp.	Brian Walkington	1	10%	10%	10%	10%	10%	10%
Safety Director	Colleen Dalton	1	10%	10-15%	10-15%	10-15%	10-15%	10-15%
Mobilization Crews	Maint. Tech I & II	7	40%	15%	-	-	-	-
Road Patrols	Maint. Tech II	4	-	100%	100%	100%	100%	100%
Aesthetic Crews	Maint. Tech I & II	5	-	100%	100%	100%	100%	100%
Heavy Equip. Crews	Maint. Tech II	5	-	100%	100%	100%	100%	100%
Traffic Service Crews	Maint. Tech I & II	6	-	100%	100%	100%	100%	100%
Total Firm Loading	Engineers, Supervisors, Technicians	420	-					
Available Project Staff		45	-					
Note: See separate table in B.3 for Subcontractor Staffing								

B.3 Subcontractor Program

Our Team will perform a major portion of the routine maintenance with in-house crews and specialists; however, we have identified a team of local reputable subcontractors who will support our in-house crews and operations, especially for tasks requiring specialized expertise, equipment and resource access. These businesses were identified and evaluated based on their history of demonstrated work and performance for the OOCEA and FDOT.

Asset Maintenance Association with USA Services. We are especially pleased to include USA Services, Inc. as our asset maintenance partner on our team. Located in Longwood, FL, USA Services is strategically located and has extensive knowledge of the Orlando-Orange County region. They bring 20 years of demonstrated performance to this project along with experience as a performance-based maintenance contractor for FDOT in Brevard, Volusia, Lake and Sumter Counties. They were also the primary contractor for mowing, litter, edging and sweeping services from 2005 through 2008 for Orange and Osceola County Roadways for FDOT. We believe the combination of this contract history, along with their success as a primary provider of maintenance services to many of the asset management firms with Florida contracts, makes USA Services of Florida a strong differentiator for our team and value-added for the benefit of OOCEA.

Other Key Subcontractors. For this project, **we have selected nine key and supporting businesses as potential subcontractors,** in addition to those currently working with us in Florida. **Five of these subcontractors are OOCEA or FDOT-approved M/WBE or DBE businesses.** The table below lists these companies, their locations, and the services they will provide to the OOCEA.

Jorgensen Maintains a Strong Track Record of Exceeding Client DBE Participation Goals

- Jorgensen's first comprehensive roadway maintenance contract on I-95 in Florida, beginning in 1994, had a goal of 22%, which was exceeded throughout the term, reaching over 30% for most of the project.
- From 1997 to 2004 on a comprehensive roadway maintenance contract for primary roads in Okaloosa and Walton counties in Florida, we also exceeded DBE utilization goals, exceeding 30%.
- Jorgensen's employee profile for our current Maintenance Engineering Management Contract for Florida's Turnpike includes 33% minorities.
- On two other roadway maintenance contracts in northeast Florida, from 2003 through 2007, DBE participation exceeded 10% of total contract amounts.
- On Jorgensen's current I-595 performance-based maintenance contract, the initial goal of 8.2% has been significantly exceeded through the use of DBE suppliers and services providers as well as subcontractors.

Jorgensen is committed to achieving the Authority's M/WBE participation goal of 15% on this project. For this purpose, we actively seek out and engage OOCEA-approved M/WBEs, small businesses, and support organizations. Our success in achieving high percentages of DBE participation is demonstrated in the table shown above. The M/WBE pre-qualification and registration status of each potential subcontractor is checked, and prior to entering into a subcontract agreement, we check safety records and confirm that insurance requirements are met. Additional references may be contacted to verify prior area work experience.

KEY SUBCONTRACTORS FOR THE OOCEA PROJECT					
Subcontractors	**M/WBE**	**Contact / Location**	**Services Provided**	**Usage %**	**Estimated Person Days Per Year**
L&S Concrete Restoration		Doug McFadden - Tel: (941) 927-9880 8445 Lone Eagle Way; Sarasoto, FL 34241	Bridge Repairs Deck, Joints	2%	106
Ameriseal		Melvin Carter - Tel: (904) 826-0101 1275 County Rd 210; West Jacksonville, FL 32259	Striping, RPMs	2%	120
Street Signs USA		Tel: (561) 848-1411 6555 Garden Rd; West Palm Beach, FL 33404	Sign Provider	1%	50
SouthEast Guardrail & Attenuator	✓	Tom Beniamino – Tel: (561) 792-0040 7760 Hooper Rd; West Palm Beach, FL 33411	Guardrail, Attenutor, Foundations, Fence	4%	200
WRScompass		Yudex Hasbun – Tel: (305) 888-4090 10050 NW 116 Way, Ste 18; Miami, FL 33178	HazMat/ Contamination	<1%	40
MK Guardrail, Inc.	✓	M.T. Zaw – Tel: (407) 427-4738 6029 Johnson Street; Hollywood, FL 33024	Fence/Guardrail	3%	160
Procopio & Associates	✓	Suzette Procopio – Tel: (954) 345-5492 PO Box 8545; Coral Springs FL 33075	Office Staff	4%	180
RoadScapeNorth Florida, Inc.	✓	Saleem Bilal – Tel: (904) 591-4635 1727 Helena St; Jacksonville FL 32208	Raised Pavement Markers	2%	90
Sterling Silver Scape Sod, Inc.	✓	P.O. Box 450459 Kissimmee, FL 34745-0459	Sod, Fertilizer Soil	2%	110

B.4 Equipment

Jorgensen brings a large collection of resources to support the equipment, facilities and highway-specific assets needs of the project; most importantly, these resources are located in Florida, ready for immediate use and relocation to OOCEA.

In support of our comprehensive maintenance projects, our Jorgensen team owns and operates an extensive fleet of vehicles and equipment used exclusively for highway maintenance. This fleet includes heavy equipment, attenuator trucks, heavy trucks, medium and lighter weight flatbeds and pick-ups, sign trucks, a trailer fleet and specialized maintenance equipment. We also own a large collection of small power and hand tools for each of our projects.

Our standing account with a nationwide broker facilitates quick selection of a make or model of any equipment (based on our specifications) by any one of three different leasing sources. Additionally, as a preferred Toyota vendor for over 25 years, we have access to fleet discounts and expedited delivery of heavy and light pickups.

Our current equipment available to the project, **all owned and operated by Jorgensen**, is provided in the table shown right. This equipment is within easy access of Orlando and Orange County.

Jorgensen-Owned Equipment and Assets Available to the OOCEA Project	
Description	**Quantity**
Toyota Tundra (various cab configs)	32
Ford F-150 (various cab configs)	15
Ford F-250 (various cab configs)	32
Ford F-350 (various cab configs)	22
Ford F-450 Bucket Truck	7
Ford F-550 Reg. Cab Bucket Truck	4
Specialized Equipment: Attenuator trucks, Incident Response Vehicle, Mobile High Pressure Washer, Grader, Loaders, RPM Mobile Trailer, and large collection of additional trailers.	

C Experience of Firm and Ability of Staff

Jorgensen Contract Services, LLC (JCS) is a subsidiary of Roy Jorgensen Associates, Inc., which is a privately-owned company headquartered near Washington, D.C. with ongoing maintenance clients throughout the United States. JCS was established in 1994 in Florida. With over 50 years as a leader in maintenance contracting and consulting, Jorgensen has provided service to clients in 40 states and in 24 foreign countries. As the first consultant to specialize in highway maintenance, Jorgensen has developed many of the maintenance contracting, management and organization practices in use today.

C.1 Adequacy of Firm's Experience

Jorgensen today has operations in 26 states, provides maintenance services to over 30 active clients with a staff of over 400 engineers, technicians, administrators, and multi-discipline professionals. The firm operates in two sectors – highway operations and maintenance services for public sector transportation projects and facility operation and maintenance services for private sector corporate and institutional projects.

Highway Sector. **FDOT Maintenance Contracts**: fourteen contracts encompassing over 1000 lane miles, 300 bridges, rest areas and other related facilities. **Florida's Turnpike**: in our 19th year providing maintenance services for roadways and facilities. **FDOT PPP:** Performing as O&M subcontractor on I-595 in District 4. **Texas Toll roads** – Multi-year asset maintenance contracts on toll roads for the two largest toll authorities in Texas – HCTRA and NTTA. **Puerto Rico Toll Authority:** twenty-two years performing due diligence inspection and analysis for the bondholders ensuring that maintenance is being accomplished to protect the infrastructure assets. **Massachusetts Rt 3:** five years providing maintenance during construction on the first PPP project for MassDOT.

Facility Sector. **Toyota Motor Sales**: over twenty-five years continuous work providing maintenance services for regional warehouses, port facilities, administrative and financial centers, headquarters facilities, and car distributorships. **Army, Air Force,** Navy: 12 infrastructure maintenance and repair contracts on military bases from Ft Bragg in North Carolina to Eilsen AFB in Alaska. **Other notable clients:** Nissan USA, United States Air Force Hospitals, AmSouth Banks, Bank One, Hood College, Siebel Systems, and Paramount Studios.

The following table lists relevant projects that are similar in size and services to the OOCEA's scope of work, as well as reference contact information for each.

RELEVANT PROJECT EXPERIENCE					
Project Name	**Work Time**	**Dollar Value**	**Contract Type and Description**	**Reference Name**	**Reference Tel.**
I-595 PPP Project *Dist 4–FDOT*	22 mos	$5,279.000	O&M of Corridor Assets including Road Ranger and TMC Operations	Joe Morffi	(954) 513-3200
Duval County Primary Road System	28 mos	$5,912,000	Asset Maintenance of Lights, Signs, RPMs, Guardrail, Attenuators and Road Patrols, and Incident Response	Paul DeAngelo, DBI Services	(570) 436-5384
Citrus County, *Dist 7-FDOT*	84 mos	$5,975,000	Asset Management	Randell Prescott	(352) 797-5700
Jacksonville Interstates *Dist 2–FDOT*	81 mos	$28,699,000	Asset Management	Bob Kosoy,	(904) 360-5222
Jacksonville Metro Area State Primary System, *Dist2-FDOT*	52 mos	$31,660,000	Comprehensive Maintenance	John Drayton	(904) 360-5269
Pres. George Bush Tpke *North Texas Tollroad Authority – Dallas*	60 mos	$12,000,000	Asset Management Hwys & Facilities	JC Wood	(214) 461-2069
Harris County Toll Road Authority, *Houston*	77 mos	$34,425,000	Lump Sum with Unit Prices	Quinton Alberto	(832) 601-7867
Florida's Turnpike Enterprise	96 mos	$12,840,000	Maintenance Mgmt Services	Santiago Alvarez	(954) 975-4855
Okaloosa/Walton Counties *Dist3-FDOT*	72 mos	$5,400,000	Comprehensive Maintenance	Bobby Ellis	(850) 951-0530
Nassau County, *Dist2-FDOT*	41 mos	$3,000,000	Comprehensive Maintenance	John Drayton	(904) 360-5269
Office of Toll Operations *Florida's Turnpike Enterprise*	42 mos	$1,440,000	Facility Preventative Maintenance & Rehabilitation	Santiago Alvarez	(954) 975-4855
Office of Toll Operations *Florida's Turnpike Enterprise*	36 mos	$2,180,000	Facility Preventative Maintenance & Rehabilitation	Santiago Alvarez	(954) 975-4855
I-95 in Jacksonville Area *Dist2-FDOT*	44 mos	$4,135,000	Comprehensive Maintenance	Jane Jones Redd	(904) 758-3798
Orlando Area I-4, *Dist1-FDOT*	36 mos	$2,600,000	Comprehensive Maintenance	Phil Heiss	(941) 534-7030

KEY PROJECT PERSONNEL FOR THE OOCEA'S ROADWAY AND BRIDGE MAINTENANCE CONTRACT		
Key Personnel And Project Roles	**Project Responsibilities**	**Relevant Project Experience**
Chuck Henningsgaard, PE **Project Principal - JCS** • BSCE, Univ of Minnesota, 1967 • Licensed PE (FL, MN) ***Years of Experience:*** 40 ***Time Committed to Project: 5%***	Final authority for all decisions on capital investments, innovative project investment plans, significant contractual disputes and change orders, third party litigation and liability suits, operational safety programs, and quality assurance.	Provided executive management for several asset maintenance contracts in Florida Including FDOT interstates and primary roads in Broward, Sarasota, Lee, Manatee, Charlotte, Citrus, Nassau, Clay and Duval counties; and toll roads for Florida's Turnpike Enterprise, Harris County Toll Roads, NTTA PBGT
Michael Latanza **Principal USA Services** • BS, Business Mgmt, Univ of Central FL **Years of Experience:** 16 ***Time Committed to Project:*** ***As Needed***	Project oversight on all USA Services performance, budgeting, project staffing and organization, training and staff development, directing work crew activities, occupational safety, work inspections, work needs assessments, and directing emergency response operations.	Provided executive management activities for 10 years, ensuring successful completion on Performance Maintenance Contracts in District 5 in Orange, Osceola, Volusia, Brevard, Lake and Sumter Counties. Prior to the current asset maintenance contracts, directed routine maintenance and emergency incident response under the OOCEA and the Turnpike Authority, and currently directs these services on these roadways as a subcontractor to ICA & Transfield.
Rick Sulzer, PE **Program Manager** • BSCE, Univ of Central FL, 1993 • Licensed PE (FL, TX) • Certified NBI Bridge Inspector ***Years of Experience:*** 17 ***Time Committed to Project: 10%***	Approval of maintenance work plans; project staffing and organization, human resources, training and staff development, customer service management, and JAMMS systems training and implementation. Modifications to JAMMS to be compatible with all OOCEA documentation and reporting requirements.	Director of operations responsibilities for asset maintenance contracts in Florida on FDOT interstates and primary roads in Broward, Citrus, Nassau, Clay and Duval counties; and toll roads for Florida's Turnpike Enterprise and Harris County Toll Roads.
John McPherson **Project Manager** • MOT Certification • USACE Safety Training • National Roofing Association Certification ***Years of Experience:*** 25 ***Time Committed to Project:*** ***100% During Mobilization and >30% During Ongoing Operations***	Prepare annual routine maintenance work plans and seasonal schedules; assess needs for periodic maintenance; innovative projects execution, and employee training programs. Preparation of the daily, weekly, and monthly work schedules; coordination with OOCEA, other stakeholders and customers; allocation of project staff; managing and tracking customer service performance processes, emergency management, and work plan execution.	Performed project management responsibilities for several asset maintenance contracts in Florida Including FDOT interstates and primary roads in Broward, Citrus, Nassau, Clay and Duval counties; and toll roads for Florida's Turnpike Enterprise and President George Bush toll road in Dallas.
Richard Lawson **Field Superintendent** • College of Lake County, IL, Tri-City Vocational School • Registered Electrical Contractor • Master Electrician (FL) ***Years of Experience:*** 35 ***Time Committed to Project: >30%***	Supervision of in-house maintenance technicians, heavy equipment crews, bridge maintenance crews, and subcontractors performing shoulder, ditch, pavement, and bridge maintenance; participate in incident management, including all traffic incidents and ensure project staff operates safely in compliance with OOCEA policies and work zone safety practices. He will also be responsible for key routine maintenance operations and work plan development.	Project superintendent and project management responsibilities on the Jacksonville Interstates I-95, I-10, I-295, and 9a; and primary roads in Duval county.

Grady Mitchell ***Years of Experience:*** 25 ***Time Committed to Project: >30%***	Supervision of roadway maintenance services provided by USA Services, project staffing and organization, training and staff development, directing daily work crew activities, occupational safety, work inspections, work needs assessments, and directing emergency response operations.	Project management responsibilities on Performance Maintenance Contracts in District 5 in Orange, Osceola, Volusia, Brevard, Lake and Sumter Counties. Prior to the current asset maintenance contracts, supervised routine maintenance and emergency incident response under the OOCEA and the Turnpike Authority, and currently supervises these services on these roadways as a subcontractor to ICA & Transfield.
Sara Henningsgaard, PE **QA Manager** • BSCE, Univ of Minnesota, 2005 • Licensed PE (GA, FL, TX) • Certified NBIS Bridge Inspector • Certified General Contractor (FL) ***Years of Experience:*** 7 ***Time Committed to Project: 10%***	Administer QA audits for compliance with maintenance specifications, operational safety, proper materials usage, documentation, work activity timeliness, quality control and contractual inspections, and vehicle/equipment condition and vehicle/equipment maintenance schedules. Coordination and management of bridge inspections by firm subcontracted to perform inspections.	Quality assurance, MRP and RCI responsibilities on several asset maintenance contracts in Florida including FDOT interstates and primary roads in Broward, Sarasota, Lee, Manatee, Charlotte, Citrus, Nassau, Clay and Duval counties; and toll roads for Florida's Turnpike Enterprise, Harris County Toll Roads, and President George Bush.
Roger Mann **Quality Control Manager** • Paxton Senior High School, 1971 • FL CDL "B" License • MOT Certifications ***Years of Experience:*** 35 ***Time Committed to Project: 20%***	Responsible for the quality control of operations, including maintenance audits on in-house technician and subcontractor tasks; ensure continual compliance with FDOT specifications, procedures and guidelines; perform random QC inspections on completed work and operational functions; manage the quality control statistical database; develop deficiency reports; maintain current operational procedures; and lead technical training for technicians.	Field supervisory and quality management responsibilities on the Jacksonville Interstates I-95, I-10, I-295, and 9a; and primary roads in Duval county.
Brian Walkington **Condition Assessment Inspector** • NBIS Bridge Inspector • Business Management FL State College at Jacksonville ***Years of Experience:*** 3 ***Time Committed to Project: 20%***	Perform monthly condition assessment inspections on assets and roadway features; administer monthly and quarterly condition assessment inspections on the project's maintenance operations used to develop preventive and proactive monthly, seasonal and annual maintenance work plans; ensure that technician training programs are current; maintain quality of service.	Quality control responsibilities on the Jacksonville Interstates I-95, I-10, I-295, and 9a; and primary roads in Duval county.
Colleen Dalton **Safety Director** • BS Public Safety and Emergency Management, St. Petersburg College • Certifications in Work Zone Safety; hazardous waste supervision; excavation, enclosed space and scaffolding safety; and workers compensation compliance. ***Years of Experience:*** 25 ***Time Committed to Project: 5%***	On-site training on personal protective equipment (PPE) use, policy adherence and analysis, vehicle and driving safety, and adherence to all operational safety guidelines. Conducts annual training in MOT, defensive driving, and Safety Policy and Practices. Works with project manager to conducts site visits, unannounced operational safety audits, and field safety training seminars. Ensures training is in accordance with FDOT's policy and guidelines.	Colleen has been safety director on all Jorgensen asset maintenance **contracts in Florida and Texas for the last six years including past experience with the Florida's Turnpike.**

North Texas Tollway Authority (NTTA). The North Texas Tollway Authority contracted with Jorgensen to maintain 187 lane miles of controlled access highway, 28 bridges, four mainline plazas and 28 ramp plazas. The level of service demanded by the client and its customers on this toll road is high, and the NTTA requested that Jorgensen develop a customized Maintenance/Facility Rating Program to reflect (1) the higher level of service and (2) the inclusion of the facility assets. With a dedicated team of maintenance professionals, Jorgensen averaged an MRP rating of 92 over the five-year length of the contract.

Harris County Toll Authority (HCTRA). The HCTRA network consists of six tollways in the metropolitan Houston, Texas area: The Sam Houston Tollway, Hardy Toll Road, the Airport Connector, Westpark Tollway, Fort Bend Tollway, and the Katy Managed Lanes.

Jorgensen maintains the entire toll road system with 133 centerline lane miles and over 1000 lane miles of travelway, 40 interchanges and 107 bridges. Jorgensen is in the seventh year of providing these services, having been awarded a second five-year contract. Jorgensen's current staff includes seven supervisors and over 120 maintenance technicians to provide services 24/7 – 365 days a year.

Jorgensen performs most of the work activities using in-house work crews and our own heavy equipment. The work program includes all routine maintenance activities – mowing, litter control, lighting, sweeping, lane washing, drainage - in addition to incident response requirements and special projects.

I-595 Express, LLC. Under subcontract to a Spanish Concessionaire, Jorgensen performs all operations and maintenance work on the I-595 corridor as well as portions of several State owned cross roads and Florida's Turnpike. Operations and maintenance of these roads and bridges is ongoing through the five-year construction period that began July 2009. Additionally, Jorgensen staffs the I-595 Express Traffic Management Center, provides Road Ranger, incident response and emergency management services.

Jacksonville Interstates. Jorgensen has been maintaining 180 centerline miles of interstate roads in and around the Jacksonville Florida area for the past 6-1/2 years. Interstate 95 is the main route in this network and is one of the most heavily traveled corridors in the eastern US. Jorgensen is responsible for all routine maintenance within the right-of-way as well as incident response and emergency management. In addition Jorgensen has an intensive repair program for the roadside and high-mast lighting systems with 7700 luminaries. When the project started, the outage within the system was over 30% and has been reduced to less than 5%.

We have developed maintenance programs that are tailored specific to those characteristics on the Jacksonville roadways. As a simple example, Jorgensen knows that the south median end treatment located under the I-10 bridge over Cassat Avenue will be hit, at least 6 times per year, or that statistically there are 8-10 highway lighting poles that will be downed from traffic incidents every month. This experience has allowed us to establish work schedules, staffing plans, and material inventory procurement plans that are 100% derived from actual working condition of the Jacksonville system. We have established a working knowledge and experience of the interstate system unique among contractors, with the ability to raise the facility condition to higher levels.

Citrus County. Since 2004, Jorgensen has performed asset maintenance, permit review and inspection and incident response for all state roads in Citrus County. Jorgensen has introduced programs that achieved significant improvements. Over the past 7 years, the overall MRP ratings have been between 87 and 93. Jorgensen was recently re-awarded this project, effective January 1, 2011.

C.2 Ability of Jorgensen's Staff

Jorgensen is proposing a unique composition of dedicated professionals to manage this project and OOCEA's assets – all with extensive experience working on Florida roadways over the last several years. **Three are registered PEs in Florida.** Our proposed key management personnel and maintenance technicians include current in-house staff, USA Services' staff supplemented with additional staff to support the workload dictated by the contract provisions. Each project team member has a proven track record within their field of expertise; all have experience in contract maintenance and are familiar with OOCEA and FDOT maintenance policies, procedures, manuals and guides. A summary of the roles of the key personnel is presented in the table below. The local experience, continuity and knowledge of the team proposed will provide a smooth and seamless transition to the new contract.

C.3 Office Locations

In addition to the facilities made available by OOCEA, our field team will have the support of our regional offices and corporate offices. Each location has supporting operational and administrative functionality, including an expansive network of maintenance materials, vehicles, equipment and storage yards. The following are the specific locations that will be supporting this project.

Orlando-Orange County Area Office. Jorgensen maintains a regional office facility near Clermont, Florida from which our Project Manager operates from on a daily basis. This office will also provide administrative support to the OOCEA project.

Florida Support Facilities. Jorgensen has six operational facilities located throughout the southern US. Each location supports one or more comprehensive maintenance or maintenance management services projects and is set up to be task-specific. These facilities are also organized to support any of our projects at any time to provide labor, equipment resources, parts and material, and administrative support; and they are strategically located to provide quick response and service to the OOCEA project.

Our North Florida management office, yard and storage facilities serve as a regional site for several ongoing projects in the southeast. We also have a large inventory of sign material and a well-equipped sign shop that's capable of fulfilling most new or replacement sign requirements. We have two additional sign shops in Florida with large inventories, both of which are available to equip the OOCEA project with signs or with crews in overload or emergency situations. With over 2500 square feet of office space, including a reception area, offices, and maintenance technician workstations, this location serves as an electronic network maintenance management hub and regional management office. Several managers, supervisors, and administrators are located at this office. Our electronic storage network, professional printing stations and maintenance management system will be wired and installed at this location, providing an efficiently organized data archive (with archiving capability for the contract life).

Our regional resource yard in Jacksonville, North Florida contains an extensive inventory of light poles, lighting parts, guardrails, attenuator parts, a large inventory of signs and high turnover highway assets. Jorgensen has occupied the five-acre lot since 2004 and it has been laid out as a well-organized highway maintenance yard. Currently, it effectively stores work trucks, heavy equipment, materials (suitable for outside storage), backfill, sand, and milling materials. It has field office facilities, securable materials storage units, and sufficient acreage in a centralized location with quick access to the interstate system. The Sign Maintenance Shop is located adjacent to our regional office. This facility has 3000 square feet of space and serves as our sign fabrication facility, small tools work bench, materials storage, and also contains a field office and meeting room. Acquiring a storage facility for the large volume of materials needed to perform this contract and a space to perform indoor job preparation work has increased our efficiency and responsiveness.

Supplemental Maintenance Facilities. Our team currently has facilities and resources in four additional locations with supplemental resources to support the requirements of the contract. These locations and resources are listed in the table shown right.

Davie, FL Technicians, warehouse and equipment resources, including extensive road patrol vehicles.
Ft. Lauderdale, FL Jorgensen representative to Department operations center in the event of hurricanes or other emergencies, communication support.
Citrus County, FL Technicians, sign shop and equipment resources.
Tampa, FL Technicians and equipment resources for traffic services support.

This back-up capability is critical when confronted with the possibility of hurricanes and other emergencies. Because our facilities are widely spread throughout the southern US, it is possible that a facility less affected by an emergency can be drawn upon to aid other locations. We have real world experience with this type of situation and have made use of these critical backup resources to the benefit of our clients and the public.

Jorgensen Corporate Facilities. Jorgensen's Corporate Head Office has been at its present Frederick, Maryland location, within 30 minutes Washington DC and Baltimore since 1988. This office serves as our main headquarters for administrative and financial activities, as well as human resources (background checks, benefits processing and internal company communications such as distribution of computers, cell phones and other electronic equipment. All of these services are provided across all Jorgensen projects.

Financial Services Division Project Support

Expected Average Annual Workload for the OOCEA Project

- Over 1000 vendor payments.
- 300 third party claims processed through insurance companies or courts.
- 50 insurance certificates from subcontractors.
- Over 20 employees' biweekly payroll and benefit packages, timesheets.

The **Corporate Financial Services Division** is responsible for all payroll processing, vendor payments, client invoicing and detailed project accounting. Additionally, they perform the tasks of third party claims processing, insurance settlements and legal agreements and EOO/DBE compliance reporting.

Our **IT Department** oversees the procurement and supply of all computers and peripheral equipment throughout the company. Currently the company uses a client server network that connects to all projects through high-speed dedicated connections.

Each project has its own local area network with wireless capability connected to the corporate distributed network. Jorgensen's provides computer technical support IT staff. Jorgensen IT personnel routinely visit each project and provide upgrades and change-outs to both hardware and software. Emergency technical support is provided during normal working hours via telephone and via a WebEx application.

D Organization and Management

Our Team proposes a structured organization and management plan implemented by key personnel that's proven successful on other large, long-term projects similar in size and scope to the Authority's contract. Our approach, which is summarized in this section includes our:

- Organization and management policies to ensure the accomplishment of project requirements,
- Organizational structure showing internal relationships and external interfaces with the Authority,
- Corporate participation, interest and priorities,
- Detailed organization and management policies, and
- Quality Management System.

Actions to Achieve 100% Contract Compliance

Jorgensen has upgraded the condition of hundreds of assets on the projects we have managed. Particular examples include upgrading guardrail end treatments, eliminating U-channel steel from sign posts, installing break-away steel structures with foundations on large signs, replacing short non-standard fencing, replacing and upgrading hexfoam attenuators to new QPL compliant systems, replacing thousands of feet of corroded circuitry within encased conduit, repairing high mast ring structures from age-related damage, and many others.

D.1 Organization and Management Policies to Ensure Project Requirements

Our organization and management approach is based on our philosophy of achieving 100% contract compliance through actions that lead to continuous improvement. We have established policies that stand behind our adherence to the Maintenance Rating Program, a key measure of the effectiveness of the maintenance investment; and policies that led to the implementation of a Quality Management System.

The processes that we put in place to implement these policies are based on compliance with Authority and FDOT specifications. Examples of the kinds of actions, which we are trying to achieve are shown in the table. The detailed processes that are key to our program are summarized in more detail in Section D.4 below.

D.2 Organizational Structure

Our organizational structure showing the three functional levels internal to our organization is provided on the next page. Our Executive Leadership team includes the top corporate official responsible for the project – Chuck Henningsgaard, PE – along with key corporate staff to support the financial - Doug Selby – technical – Steve Griffith and program management – Rick Sulzer, PE – activities. The Quality Management function sits between the leadership and field organizational structure. The Quality Assurance Manager – Sara Henningsgaard, PE reports directly to the leadership team and serves in a support role to the quality control function that is a project level responsibility.

The field organization is led by our Project Manager – John McPherson – who reports to Program Manager Rick Sulzer. Our daily operations are directed by three supervisors including Richard Lawson who directs the crews responsible for lighting, electrical, signs and guardrail and attenuators; Grady Mitchell who supervisors the operations of USA Sweeping activities and Mike James who supervises the activities of our in-house crews performing a variety of routine maintenance activities.

The external interface with the Authority's Manager of Maintenance is coordinated by John McPherson with secondary contacts coordinated by the three field supervisors.

Our team's in-house staff of maintenance technicians bring years of experience performing on multi-faceted highway maintenance projects. We provide comprehensive training for new technical staff to ensure a seamless transition to the project, as well as continuous training to keep existing members up-to-date on new equipment, methods and contract procedures.

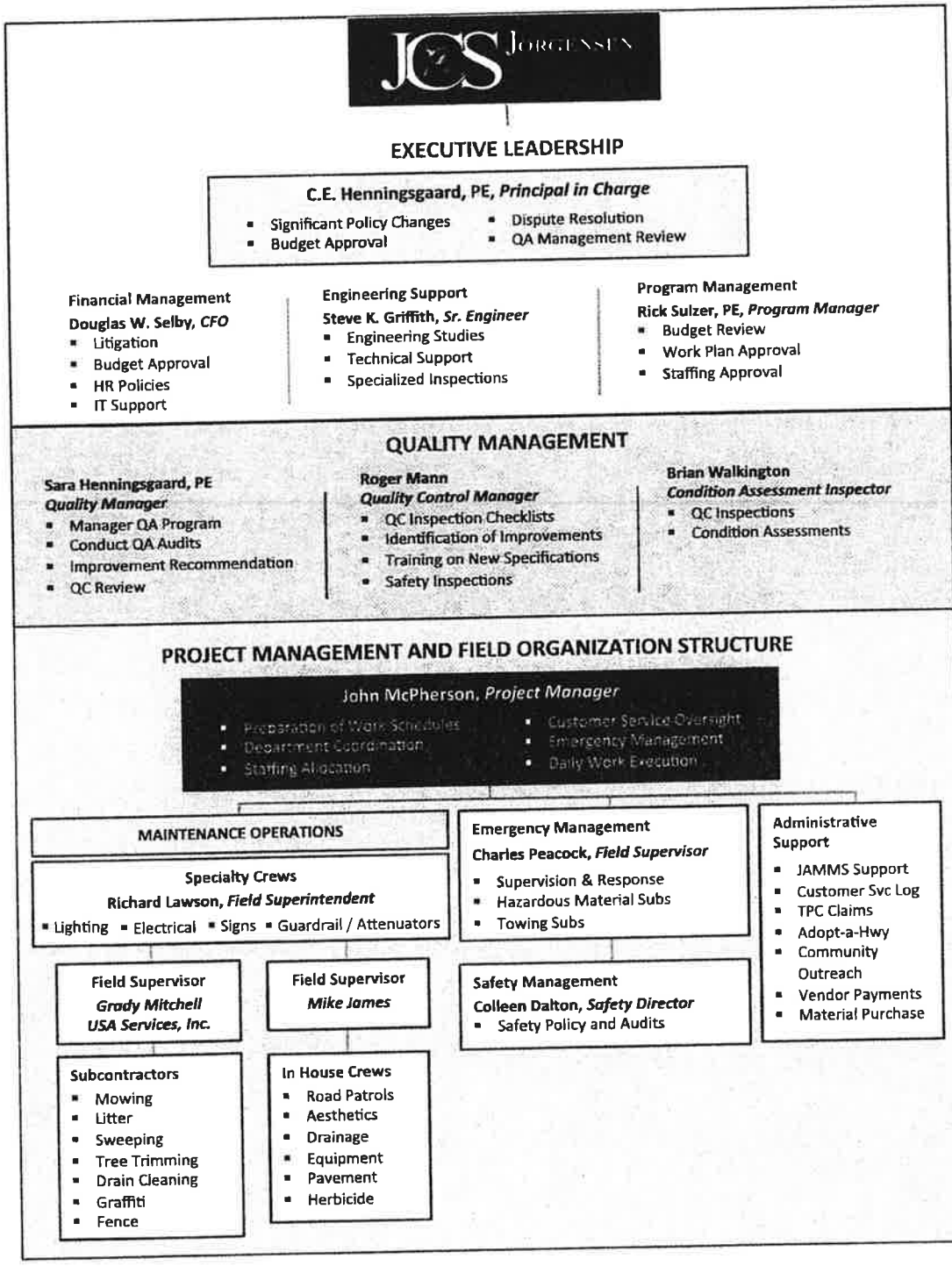
Our staffing plan includes both the relocation of existing technicians to project sites, and hiring of new staff from local candidates. We propose using in-house crews for tasks that require additional responsiveness and attention to enhanced quality, and subcontractors for completing specialty maintenance tasks. Our in-house maintenance crews are divided into four functional groups:

Routine and Preventative Maintenance. Routine maintenance tasks, such as ditch cleaning, tree trimming, and bridge maintenance are cyclic and follow prescribed work schedules. Our routine PM crews also use heavy equipment, landscaping equipment and specialty rentals. This group also focuses on aspects of our proactive annual work plan, including addressing herbicide, vegetative removal, drainage and roadside maintenance.

Periodic Maintenance. Tasks accomplished by these crews typically require similar technical skills. For instance, damaged sign and guardrail work have more safety provisions, and therefore crews performing this work must have extensive knowledge of specifications and standards, and they must follow contractual performance timelines and guidelines. Their focus will be on tasks that require detailed precision based on work requirements generated from procedural inspections, traffic incident damage and customer requests.

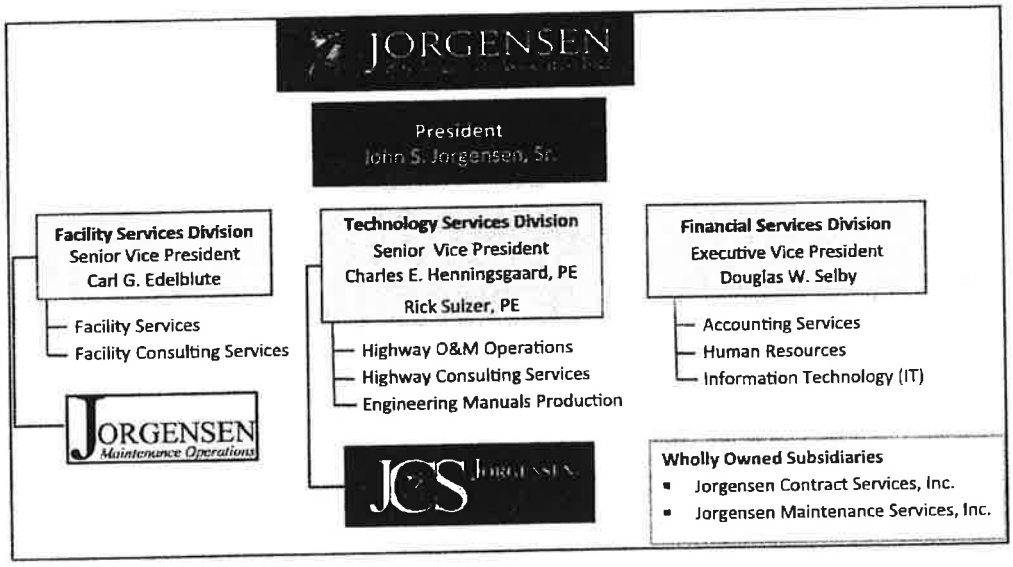
Emergency Maintenance. Tasks performed under this functional unit are unplanned and typically reactive. Involvement on within this area will work alongside PM operations with limited disruption.

Condition Inspection Maintenance. This crew is the functional and technical driver for evaluating the quality, efficacy, and performance of Jorgensen's maintenance operations. Their continual analyses on the project will be instrumental in maintaining operational proactively.



D.3 Corporate Participation, Interest and Priorities

Roy Jorgensen Associates, Inc.is structured with three divisions, two of which are profit and loss centers and one support division as shown in the figure. The OOCEA project reports to one of two wholly owned subsidiaries - Jorgensen Contract Services (JCS), which in turn is located within the Technology Services Division. The Technology Services Division will participate actively in supporting the external needs of the OOCEA field organization ensuring that the necessary resources are available as required.



The entire business focus of JCS, a Florida corporation, is the operation and maintenance of performance based and hard bid maintenance contracts. It has successfully been providing these services for over 17 years and has built a solid track record of meeting client's objectives and adhering to their priorities.

D.4 Approach to Implementing Organization and Management Policies

Key to success in implementing a successful program are management policies that provide for open and transparent communication and coordination between the Authority and our Team. Our organizational structure has been developed to ensure accountability for functional areas of the project from Corporate Staff to our Program Manager, to our Project Manager and Quality Control Manager, and to our maintenance technicians and maintenance crews.

In order to provide the Authority with operational transparency, or simply put; allowing the Department to 'see' our operational and administrative processes, we have developed a management methodology within our Jorgensen Asset Maintenance Management System—JAMMS.

JAMMS (Version 2.0) is proprietary software developed by Jorgensen specifically to provide for efficient administration of comprehensive maintenance projects. The software is a tool that assists project management with scheduling and tracking work and inspection activities as well as maintaining electronic copies of documentation used by Jorgensen and required by the client.

Operational success of a maintenance program in any industry, including roadway maintenance, is governed by the maintenance provider's ability to plan, schedule, and execute work. Jorgensen's belief, rooted in the core of our company's foundation and history, is the fundamental ability to maximize our operational production through a proactive (non-reactive) maintenance program. Simply put, Jorgensen is fast and efficient providing high quality services, while still performing emergency reactive services, by remaining rigidly strict with our maintenance scheduling philosophy.

Jorgensen has experienced first hand the thousands of emergencies that occur on the complex highway systems, and we have developed not only a system to effectively react to these conditions but also simultaneously accomplish our routine maintenance plans. Our administrative system has been customized to integrate our maintenance philosophy to the roadway. The use of JAMMS 2.0, provides Jorgensen with one distinct and essential tool for reaching our goal of maximizing our production efficiency through accomplishment of a well-planned maintenance schedule while still performing reactive and emergency needs.

JAMMS 2.0 is a fully integrated maintenance management system. All actions performed on the contract are entered into a web-based, electronically secured database that is available to OOCEA designated users. These actions are first classified by service request; routine maintenance (RMSR), customer service (CSR), or third party traffic incident (ASR) and second by requestor; Jorgensen (internal), OOCEA, citizen/public, supporting law enforcement and/or fire rescue agency), or misc. Every call request is date stamped with entry and received dates with exact time. Based on the maintenance service required, work orders will be nested into the service request. Each work order, in turn, is assigned to a supervisor to be performed by either an in-house maintenance crew or subcontractor. During the issuance process maintenance management system work, quantities are estimated, materials are ordered and all MOT plans are requested.

From the planning stage the work orders (all with pre-programmed contractual compliance guidelines), are segregated to the assigned supervisor and published on a pre-programmed maintenance schedule. The maintenance schedule is then utilized in the weekly production meeting to determine the week's assignments for in-house and subcontractor crews. The supervisor's maintenance schedule, the fundamental administrative module of the daily operation, is updated in real-time as jobs are completed in the field. From this schedule, supervisors issue daily work reports (DWRs) to our maintenance crews, who record their accomplishments against the assigned work orders. (Refer to Appendices to view detailed JAMMS User's Manual)

D.5 Quality Management System (QMS)

Jorgensen has developed a Quality Management System (QMS) that uses industry best practices for ensuring compliance with project requirements on comprehensive maintenance projects. The QMS provides comprehensive performance evaluation as well as an assessment of the effectiveness of our maintenance and management activities. It addresses all levels of the project from asset maintenance activities to project financial management and is jointly administered by the Project Staff and the Corporate Quality Assurance Group.

QMS Objectives

- Establishment of effective processes for quality control and quality assurance so that we know "how we are doing" at any given time;
- Identify and correct problems as soon as they happen; and
- Provide managers and staff with information needed to continually improve the quality of operation and maintenance services being delivered.

QMS Policy. The QMS has both top down and bottom up aspects. Top senior management personnel are involved in setting the overall policy and management reviews of the quality assurance results; and in the field, the resident project staff performs the quality control portion of the program. Our QMS provides the project managers and staff with information needed to continually improve the quality of operation and maintenance services being delivered. These concepts are incorporated in a policy statement that the Project Team will adhere to over the project term. The policy sets forth the primary objectives of quality management, establishes the independence of the Quality Management process from the field maintenance teams and establishes the authority of the QA and QC personnel to perform the necessary quality management activities and to stop work when quality considerations warrant it.

Quality Management Organization. Our quality management process has four levels in order to fully communicate to personnel their roles and responsibilities necessary to ensure compliance with project requirements.

I. Self Monitoring

- All project staff are trained to understand the project scope of services, as well as technical and administration requirements within their areas of responsibility. They will identify instances of noncompliance and immediately initiate corrective action.

II. Quality Control

- Activities are carried out at the project level by specified supervisors and staff technicians who are trained in the proper maintenance work procedures as well as performance of QC reviews. These individuals will report directly to the Project Manager and identify actions needed to remediate any poor performance.

III. Quality Assurance

- Program Manager, Rick Sulzer will have the responsibility for overseeing the Quality Assurance effort. QA performs a two-part function 1) determine sthe effectiveness of the QC program and 2) provides potential operational changes to instigate project improvements.

IV. Management Review

- Management reviews performed by senior management personnel will provide a method to monitor the O&M quality management function to help ensure effectiveness and provide top management support for implementing improvements.

Self Monitoring. Every employee at all levels has a responsibility to understand the methods and actions required to meet or exceed the designated standard for each work activity they perform, and have the capability to identify and rectify the occurrences when their work action leads to non-compliance. Self-monitoring includes three main parts.

- **Identifying Compliance Requirements**- Review of contract documents and internal Jorgensen company policies to develop the project specific list of compliances and compliance standards.
- **Identifying work methods that ensure compliance**- Determining the most effective materials, resources and work methods to complete the maintenance task while complying with required performance methods.

- **Compliance verification for continuous improvement**- Verifying compliance with operations and maintenance procedures or identifying a noncompliance issues and taking corrective action to address the problem.

Quality Control Process. The goal of the quality control process is to determine if operational procedures and actions are meeting contractual requirements, identify areas of success, and identify areas that need improvement and mitigation techniques to achieve continuous improvement.

Key activities in the quality control process are confirmation of operational compliance with contractual requirements, and verification of non-compliance events and the reasons. Information gained from these two activities is vital to understand which specific operational activities, processes and procedures need to be adjusted in order to provide performance improvements and ensure compliance.

The QC inspectors will utilize two key documentation reports, activity checklist for maintenance and operational activities and a QC summary report, during the reviews. The activity checklist is a detailed inventory of the key components of an activity that must be complete in order for the activity to be considered compliant. For example guardrail installation involves several actions and standards that must be performed for the structure to design as intended including, correction material usage, proper spacing and alignment, correct height, etc. The checklist identifies these in a comprehensive format so the technician working on the guardrail and the QC inspector reviewing the guardrail can issue the completed work as compliant or not compliant. The second form, QC summary report, is used to document the findings of additional internal or contract required compliances.

The basis of the program is organized around five functional areas as shown in the table, which encompass the contractual and internal Jorgensen obligations necessary for an effective O&M program. The general process of the QC function includes.

Five Functional Areas
1. Maintenance/Operation Activities
2. Incident Response Activities
3. Safety Activities
4. Project Specific Activities
5. Internal Company Procedures

- Prepare a list of activities include in the QC program
- Prepare sampling process for randomly selected activities for review
- Review activities for compliance
- Document and report findings to project manager
- Provide suggestion and remediation plans for non-compliant activities
- Review and revise QC program as needed

Quality Assurance Process. The objective of the quality assurance process is to verify that the quality control program is functioning as designed by providing the project with continuous feedback on the overall quality of the operation and maintenance activities. Quality assurance reviews will be performed periodically with sampling similar to the QC process. A larger proportion of QC work is reviewed at the beginning of the project to ensure compliance. Depending on QA results, sample sizes are adjusted accordingly as the project progresses.

QA reviews are performed in all five functional areas shown in above and inspectors also utilizing activity checklists. Similar to the QC function QA summary reports for all reviewed activities is prepared.

The QA review of maintenance/operation, incident response, safety, detailed project specifics activities and internal company procedures will generally mirror the QC process. The focus is on determining how the QC program is being implemented, what impact the function is having on the overall operation, and gain a general snap shot of progression of the projects operation. One critical component included in the QA review is determining the occurrence of non-compliances and if they occurred, were they reported and mitigate correctly.

At the end of each QA review, all findings are complied and presented to the project team during a debriefing. At this time the project team presents their quarterly post QC operation plan for review and comparison to QA results. This allows the project team to review what QA has reported and address problematic areas. If QC and QA findings are similar, the project team presents their plan of correction; however, if findings show additional problematic areas, the QA/QC team will prepare and implement a plan for these as well.

The QA function is responsible for providing upper management with the results of each QA review, during which QA will present ideas for performance improvements if necessary

Management Review. The objective of the upper management review process is to ensure there is truly continuous performance improvement and necessary changes to operational procedures are implemented. It provides a high level of attention to the entire quality process to ensure improvements are continuously identified and implemented in a timely and effective manner. Generally, the management review is best performed during the QA debrief as all QMS functions are present and can cooperatively find solutions and remediation plans to institute for operational improvement, and QMS functional areas as needed.

E Required Attachments to Proposal

This section includes the following attachments:

- Acknowledgement of Addendums
- OOCEA Conflict/Nonconflict of Interest Statement
- Drug-free Workplace Form
- Acknowledgement of Standard of Conduct and Code of Ethics
- Resumes
- Projects List

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF ADDENDUM
ROADWAY AND BRIDGE MAINTENANCE SERVICES
CONTRACT NO. 000761

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

Addendum No. 1 Dated 3/11/11 Proposer Initial CSH

Addendum No. 2 Dated 3/22/11 Proposer Initial CSH

Addendum No. _____ Dated _____ Proposer Initial _____

Addendum No. _____ Dated _____ Proposer Initial _____

Addendum No. _____ Dated _____ Proposer Initial _____

(Note: If an addendum is issued, failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive. If no addendum is issued, submittal of this form will not be required.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

[X] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for these services.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for these services.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

(X) The undersigned firm has had no litigation or regulatory actions against it in the last five years.

OR

( ) The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and all actions against it by any Federal, State or local regulatory agency.

Jorgensen Contract Services, LLC

COMPANY NAME

AUTHORIZED SIGNATURE

Charles E. Henningsgaard

NAME (PRINT OR TYPE)

Senior Vice President

TITLE

Failure to check the appropriate blocks above may result in disqualification of your submittal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your submittal.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

Jorgensen Contract Services, LLC does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Proposer's Signature

3/24/11

Date

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 and, to the extent applicable to the undersigned, agrees to abide with such policy.

Jorgensen Contract Services, LLC
Company Name

By: _____

Title: SENIOR VICE PRESIDENT

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

CHARLES E. HENNINGSGAARD, PE

Project Role: Project Principal

EDUCATION

- BSCE 1967, University of Minnesota

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Licensed Professional Engineer – Florida and Minnesota
- Chi Epsilon Honorary Engineering Society

PROFILE

Mr. Henningsgaard's career has spanned 40 years since being discharged from the US Air Force in 1970. Thirty of those years have been with Roy Jorgensen Associates working on highway maintenance and construction projects around the world. Since rejoining Jorgensen in 1982, he has held leadership positions, managing and directing one of two major divisions of the Company. Mr. Henningsgaard is a Senior Vice President and currently sits on the Board of Directors and the Executive Committee. In these capacities he sets policy and directs the development and execution of initiatives and programs affecting technology development, resource allocation and core business functions. During the past 15 years he has focused his efforts on the development of programs and methods to improve the organization and delivery of operations and maintenance. This has included the design of new outsourcing strategies, as well as the adaptation of new technologies to operations and maintenance practices.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. — Senior Vice President - 1999 to Present

- Sets annual division goals and objectives. Prepares and executes business plans in line with Company policy.
- Directs business development with focus on concessions, operations and maintenance outsourcing and consulting engagements involving roadway and bridge maintenance.
- Develops and negotiates contracts and subcontracts with clients and vendors.
- Supervises and administers domestic and international projects involving construction and maintenance of infrastructure.
- Provides recommendations and input to various trade and industry organizations involving infrastructure maintenance, public-private partnerships, and asset management.
- Prepares reports and papers on various topics of interest to highway industry.
- Develops training programs for highway agencies.
- Develops and organizes unit cost material for large operation and maintenance programs.
- Develops and implements quality control and quality assurance programs for contract maintenance projects.
- Develops and implements maintenance and construction management systems.

Roy Jorgensen Associates, Inc. — Highway Privatization and International Services Division - 1982 to 1999

- Identified potential projects and developed plans and proposals for bidding.
- Organized and developed construction operations that provided services for drainage and storm water management.

- Developed Job Order Contracting (JOC) business initiatives with the US Army Corps of Engineers. Supervised JOC and SABER projects for eleven large military bases.
- Assisted Ministries of Transportation in Brazil, Argentina and Chile in the development and implementation of highway privatization projects.
- Provided corporate supervision of all Jorgensen international projects.
- Developed and negotiated contracts with clients.
- Prepared and delivered presentations on highway privatization and tolls concessioning.

Roy Jorgensen Associates, Inc. — Highway Management Consultant - 1980 to 1982

- Independent consultant specializing in management of highway construction and maintenance.
- Prepared preconstruction program for Ethiopia Transport Construction Authority.
- Analyzed maintenance facilities required for Public Works Department in Portland, Maine.
- Designed infrastructure improvements for small municipalities.

Roy Jorgensen Associates, Inc. — Team Leader - 1979 to 1980

- Lead staff of engineers and analysts in development and implementation of maintenance management system for Ethiopian Roads Authority.
- Prepared work plans and budgets for maintenance divisions throughout Ethiopia.
- Developed and implemented computer application to perform analysis of maintenance needs.
- Conducted inventory and condition assessment of national roads.
- Prepared and implemented training programs in maintenance management and maintenance work activities.

Lake of the Woods County, MN — County Engineer - 1977 to 1979

- Responsible for all county road and bridge infrastructure development and maintenance.
- Prepared annual work program and budgets.
- Coordinated with other agencies to accomplish infrastructure development.
- Managed a staff of 30 engineers, technicians and administrative assistants.

Roy Jorgensen Associates, Inc. — Associate - 1973 to 1975

- Performed data collection and analysis of roadway inventory and maintenance needs.
- Prepared work program and budgets for annual work plans.
- Defined maintenance work activities and prepared training programs for maintenance crews.
- Prepared reports and briefings for City Managers and Councils.

City of Minnetonka, MN — Assistant Director of Public Works - 1971 to 1972

- Directed City Maintenance Division.
- Responsible for city sewer and water systems.
- Supervised daily operation of maintenance personnel and plant operators.

RICK SULZER, PE

Project Role: Program Manager

EDUCATION

- BSCE, 1993, University of Central Florida

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Licensed Professional Engineer, Florida (#52112) and Texas (# 95082)
- Certified NBIS Bridge Inspector

PROFILE

Mr. Sulzer has been in the civil engineering and civil construction fields for more than 15 years. He has held senior management positions with engineering and construction companies in Florida and Texas and demonstrated proven success in meeting project deadlines, staying on budget, and offering unmatched client satisfaction.

Mr. Sulzer has 10 years of experience designing and managing large state DOT projects from the planning stages through design, construction and maintenance. He has a thorough knowledge of transportation infrastructure design and innovative methods of project delivery including Public-Private Partnerships (PPP). On every project, Mr. Sulzer focuses the teams efforts on attention to detail and following quality control procedures to ensure the project deliverables are accurate and fully meet client expectations.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. — Vice President/Director of Operations - 2006 to Present

- Oversees general operations of roadway maintenance contracts.
- Conducts business development and client relations.
- Oversees employee development plan to recruit, develop, and retain key talent in the maintenance industry.
- Manages asset management and maintenance consulting assignments.
- Develops Public-Private-Partnership (PPP) business opportunities.
- Identifies industry leading technologies and value engineered products used in maintenance operations and disseminates information to projects.

T&E Group, Inc. — Assistant Director of Engineering - 2005 to 2006

- Managed a staff of over 20 engineers and technicians located in four (4) offices.
- Re-organized staff to focus on customer service while improving product quality.
- Developed client satisfaction program with significant improvement being recognized.
- Prepared QA/QC program for TxDOT Engineering projects.
- Established reputation as industry leader within the engineering discipline.
- Project Manager for several TXDOT projects across the state.

Hughes Supply, Inc. — District Manager - 2003 to 2005

- Lead the turn around of a declining $18M year company into a market share leading $45M enterprise.
- Worked closely with the roadway and utility contractors during the installation of delivered construction products.
- Prepared shop drawings and product specification submittals for city and state projects.

- Managed an outside sales team and operations of $4M inventory, purchasing, estimating and the business P&L statement.

James Hardie Building Products, Inc. — Regional Manager - 2000 to 2003

- Developed the market and managed the Southeast Region based in Florida.
- Developed the organization structure, staffed the business and created the employee appraisal system.
- Created, developed, and managed the sales team to meet and exceed sales goals and developed a specifications-driven construction industry product line.
- Assisted with the development of marketing program (brochures, web-site and branding) that was responsible for bringing a new product into the very competitive and mature concrete pipe market.

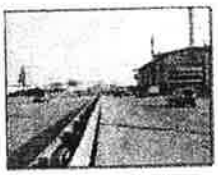
Contech Construction Products, Inc. — Regional Sales Manager - 1997 to 2000

- All marketing and sales of the product line.
- Created and managed the distribution network including pricing, product support and incentive programs.
- Developed new markets for the product line that were more profitable with less competition.
- Trained, developed and managed several new sales engineers in the Region as the business grew by 300% in three years.
- Assisted City and County Engineers with cost effective value engineered drainage designs.

URS, Inc. — Project Manager/Engineer - 1993 to 1997

- Performed roadway and drainage design, including the drafting and modeling design software (GEOPAK and Microstation).
- Managed a design team on state (FDOT) highway projects.
- Created project schedules, chaired project status meetings with clients and assisted with marketing services to new clients.
- Coordinated construction inspections.

Key Projects



Contract Maintenance Harris County Toll Road Authority, Houston, Texas

Project Manager. Jorgensen performs routine and preventive maintenance on the toll road system in Harris and Ft. Bend Counties. The HCTRA system is the second largest in the State of Texas with estimated toll revenue of $1M a day. Project scope includes roadway and roadside maintenance, vegetation management, drainage, traffic services, incident response, damage repairs, work zone and traffic control operations. As Project Director, Mr. Sulzer is responsible for overall project management and direction, client interface and annual plans and budget.

New Jersey Asset Valuation, New Jersey Treasury Department, NJ

Project Engineer. The State is exploring the concept of leasing these assets to a Private Partner in return for a one time lease payment estimated to be in the billions of dollars. Responsible for developing a detailed cost model for a long-term maintenance program as part of an Asset Valuation study on the three major toll roads in New Jersey.

JOHN MCPHERSON

Project Role: Project Manager

EDUCATION

- U.S. Air Force, Various Courses including Unit Price Standards/Engineering Performance, Standards for Construction and Repair Project Estimating, Application of Computer Systems for Construction, Aircraft Mechanic School, B-52 Bomber School, Airframe and Power Plant School
- Corps of Engineers: Infrastructure Operations and Maintenance
- University of South Florida: Continuing Education Courses in Plan Review and Cost Estimating

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- FDOT Maintenance Rating Program Certification
- National Roofing Contractors Association Certification
- FDOT Advanced Certification
- Hazmat Certification
- Work Zone Traffic Control Supervisor

PROFILE

Mr. McPherson has 29 years of experience in technical operations and maintenance management including 20 years of management and supervision in the highway industry. In recent years he has directed projects in Florida dealing with both highway and facility maintenance. He has successfully served as Project Manager for Florida DOT and Florida's Turnpike Enterprise projects. Mr. McPherson's experience covers construction and maintenance of facilities structures and roadway infrastructure. He has detailed knowledge and skill in the operation of heavy equipment and has overseen the development of fleet maintenance systems and equipment yards.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. — Florida Regional Mgr/Project Director - 2002 to Present

- Oversees performance of Jorgensen's asset maintenance projects in Florida, and O&M for the I-595 corridor project.
- Coordinates communications and meetings with Florida DOT and other agencies regarding project status and performance of work.
- Prepares long-term work plans and short-term schedules.
- Performs periodic quality control reviews of projects and subcontractor activities.
- Identifies and procures needed resources to meet project requirements.
- Supports partnering initiatives with clients.
- Provides guidance and direction to Project Mangers regarding technical and administrative activities.
- Prepares reports and assessments for Corporate management.

Roy Jorgensen Associates, Inc. — Project Manager - 1992 to 2000

- Responsible for planning, scheduling and controlling in-house and subcontractor work force to accomplish project objectives.
- Directed specific field maintenance work.
- Negotiated and implemented subcontracts for accomplishment of scheduled and specialized maintenance work.
- Coordinated with client on specific maintenance problems.
- Communicated with other agencies and general public on complaints, service requests and specific maintenance requirements.
- Coordinated requirements for permitting, bridge inspections and incident management.
- Prepared local emergency preparedness plans according to Federal and State requirements and trained crews to carry out assigned duties.

Roy Jorgensen Associates, Inc. — Construction Quality Control Manager - 1990 to 1992

- Performed review and inspection of Firm's maintenance work on Simplified Acquisition of Base Engineering Requirements (SABER) infrastructure and rehabilitation projects at Langley and McClellan Air Force Bases.
- Developed scopes of work for task orders.
- Selected subcontractors and oversaw their work.
- Performed quantity estimates and unit pricing for Unit Price Book.
- Worked with client to resolve design discrepancies and other issues prior to issuing delivery orders.
- Prepared and negotiated change orders.
- Prepared monthly progress reports and invoices.

Roy Jorgensen Associates, Inc. — Field Superintendent, 1988 to 1990

- Developed and reviewed scopes of work for SABER and Job Order Contract (JOC) task orders.
- Interviewed and hired subcontractors and monitored their work per assigned task orders.
- Participated in site visits and prepared daily quality control and safety log entries.
- Handled field change orders and prepared documents.
- Scheduled and participated in pre-final inspection of work.

U.S. Air Force / U.S. Civil Service — 1980 to 1988

- Developed scopes of work under SABER work program that included quantity and cost estimates and site descriptions.
- Performed inspections of work-in-progress.
- Conducted final inspection and prepared complete final project close-out packaging.
- Supervised large maintenance work crews that maintained a nine square mile area of Hanscom Air Force Base.
- Operated heavy equipment including backhoe, grader, and front end loader.

U.S. Air Force — Crew Chief - 1978 to 1980

- Active duty in US Air Force.
- Served as Crew Chief for B-52 Bomber.
- Trained and directed crews of airframe and power plant technicians in maintenance of various aircraft.
- Conducted inspections for quality control and readiness.

RICHARD LAWSON

Project Role: Field Superintendent

EDUCATION

- College of Lake County, Illinois, Air Conditioning/Refrigeration Certificate Program
- Tri-Cities Vocational School, Industrial/Residential Electrical Program

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Military Special Training Schools – E-8 Senior Chief, USN
- Florida Registered Electrical Contractor – ER13014481
- Duval County Master Electrician
- Florida Advanced Work Zone Traffic Control Supervisor Certification
- Florida CDL 'B' Operator
- Allen Bradley PLC (Programming Logic Controls) Courses: PLC Basics; PLC Programming and Maintenance

PROFILE

Mr. Lawson has over 35 years' experience in electrical/mechanical and roadway maintenance supervision including asphalt, concrete, drainage, utilities, plumbing, heating and air conditioning, electrical, hydraulic and pneumatic repairs. He has supervised several large highway and facility maintenance projects requiring multi-project scheduling of resources.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. — Project Supervisor - 2005 to Present

- Performs regular inspections to identify maintenance needs, assists in the development of highway maintenance work plans, verifies compliance with State DOT standards.
- Manages maintenance technicians and schedules and documents work performed using the Jorgensen Asset Maintenance Management System (JAMMS), tracks work productivity and quality control.
- Provides technical support and oversees technical crews on difficult lighting pole installations/repairs, circuit diagnostics, load center installations, guardrail, end treatment, attenuator, and other highway maintenance activities.
- Prepares work programs for periodic inspection and maintenance of high mast lights, roadway lighting, guardrail and attenuator systems, and electrical control centers.
- Oversees utility locates and various customer service requests for roadway maintenance.
- Implements programs which have increased guardrail maintenance productivity, and quality compliance, decreased highway lighting outages and increased lighting operability.

LaFarge North America, Inc. — Electrical/Mechanical Troubleshooter- 2000 to 2005

- Managed maintenance of all electrical and mechanical systems, and PLC-controlled equipment.
- Served as senior electrician with supervisory responsibilities.

St. Vincent's Medical Center — Maintenance Technician - 1998 to 2000

- Responsible for maintenance of all operating and emergency room electrical systems, including 277-volt lighting systems, installation and repair of phone and data communication lines.

Regency Lakes Apartments — Maintenance Technician, 1997 to 1995

- Maintained all electrical/mechanical systems including plumbing, appliances, air conditioning and pool equipment.

United States Navy — E-8 Senior Chief Electrician, 1976 to 1998

- Responsible for maintenance and operation of all assigned electrical equipment including all AC/DC motors and controls, air conditioning, air compressors, generators, emergency generators and alarm circuits.
- Division Officer for 75 subordinate staff.
- Engineering Leading Chief Petty Officer - Responsible for all enlisted personnel in the Department (325); HR, safety, work schedules, on-call rotations, shift assignments.

CHARLES PEACOCK

Project Role: Field Supervisor, Incident Management and Emergencies

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Florida Advance Work Zone Traffic Control Supervisor Certification
- American Red Cross, First Aid and CPR

PROFILE

Mr. Peacock has 35 years' experience in supervisory positions with demonstrated organizational, customer service, and communication skills. His ability to perform tasks coordinating with outside organizations such as the Jacksonville Sheriff's Office, Florida Highway Patrol, and Florida Department of Transportation has been proven. Mr. Peacock is flexible, versatile and able to quickly assess and address emergency situations. He is competent with demonstrated effectiveness in multi-cultural environments and has excellent team building skills.

PROFESSIONAL EXPERIENCE

Jorgensen Contract Services, LLC — Incident Management Supervisor - 2008 to Present

- Provides incident management, responding to minor and major accidents, maintenance of traffic, communicating with FHP, JSO and DOT inspector.
- Serves as Traffic Incident Management Team Leader, attends quarterly meetings and coordinates inter-agency communication and maintenance needs.
- Gathers information for reports for insurance companies, ensuring full compliance with agency requirements and tight dead lines.
- Supervises MOT and emergency response subcontractors and JCS technical crews.
- Schedules and executes work orders for subcontractors and in-house crews for third party damage repair.
- Conducts small group MOT and roadside traveler safety training sessions.
- Coordinates and schedules all project lane closures and law enforcement for all project work needs.

Jorgensen Contract Services, LLC. — Project Superintendent, 2005 to 2008

- Managed in-house technicians and subcontract maintenance crews, publishing all weekly work schedules.
- Coordinated daily with FDOT on maintenance work schedules, inspections, and work sign off.
- Supervised project equipment inventory, tools, specialty equipment, rentals, and coordinated all equipment maintenance programs.

Jorgensen Contract Services, LLC. — Supervisor/Crew Leader, 2002 to 2005

- Supervised road service patrol program.
- Coordinated and managed maintenance subcontractors.
- Evaluated field conditions for compliance with standards and authored maintenance needs reports.

City of Jacksonville, Florida — Supervisor, 1975 to 2005

- Supervised in-house work crews and heavy equipment operations.
- Prepared computerized reports, schedules, assignments and work accomplishment documentation.

SARA A. HENNINGSGAARD, PE

Project Role: QA Manager

EDUCATION

- BSCE 2005, University of Minnesota

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Licensed Professional Engineer, Florida #70684; Texas #106472; Georgia #PE035434
- Certified Florida General Contractor, CGC1515238
- Certified NBIS Bridge Inspector
- Maintenance Rating FDOT Program (MRP) Certified Team Leader

PROFILE

Ms. Henningsgaard provides technical support, supervision, and quality assurance for all of Jorgensen's asset management and highway maintenance projects and provides specialized technical services for other Jorgensen domestic and international projects. Her primary responsibility is providing engineering support Jorgensen asset maintenance projects in Florida and Texas, including the interstate system in Jacksonville Florida; I-595 in South Florida; all primary roadways in Citrus County in western Florida; and the Harris County Tollway system in Houston, Texas. For these projects she directs the performance of the condition assessment programs, asset inventories, specialized technical and construction inspections, and quality control.

Ms. Henningsgaard has participated in research projects covering soils engineering, traffic operations, and medical data collection and documentation.

PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. — Project Engineer, 2005 to Present

- Plans, schedules, and leads FDOT-required inspections of signs, guardrails and attenuators, as well as MRP's for all Jorgensen asset maintenance contracts in Florida.
- Supports the development of new business initiatives for PPP and concession programs, including designing long-term routine and capital maintenance programs and budgets.
- Develops and implements procedures for identifying work needs and comprehensive maintenance work programs based on condition assessment criteria.
- Inspects on-going maintenance work; performs plan review and inspections; and prepares punch lists for construction projects on Jorgensen maintained roadways.
- Trains other Jorgensen employees and sub-contractors in the use of condition assessment programs and in evaluating maintenance performance and planning cost effective maintenance programs.
- Conducts annual field inspections and prepares condition reports for Puerto Rico's highway system.
- Plans and coordinates field inspections, crew assignments, final inspection and quality control for sign work, including verification of compliance with standards, and ordering and installation scheduling.
- Conducts hurricane damage assessment field reviews and supports the development of Jorgensen's hurricane preparation and response manual.
- Conducts roadway, facility and structures inspections for the Harris County Toll Road project.

University of Minnesota, Minnesota Department of Transportation (MNDOT) — Joint Research Project, 2004 to 2005

- Prepared samples and performed resilient modulus testing of various clays and fine-grained soil mixtures.
- Verified required pre-test moisture content and specific densities.
- Assisted in data analysis and documentation in the preparation of core samples for storage and future reference, and she received acknowledgement for her work in the resulting publication.

Roy Jorgensen Associates, Inc. — Intern/Coop, 2004

- Conducted a variety of roadway inventory and condition assessments, as part of official rating programs and as part of maintenance needs studies for the development of contract work plans.
- Performed bridge joint repairs, guardrail and fence maintenance, incident response and emergency repairs.
- Assisted in hurricane damage assessment and the preparation of damage reports compliant with Federal Highway Administration, FEMA and FDOT requirements and procedures.

Minnesota Department of Transportation — 2002 to 2003

- Worked with MNDOT Sign and Striping Division's Metro District Center which served seven counties, including the Minneapolis/St. Paul metropolitan area.
- Prepared plans and updates for manuals using Microstation and SignCad.
- Assisted in product selection and verification of compliance with standards, striping design, review of product technical data and standard changes.
- Performed field investigations for sign placement and location changes.
- Developed plans for engineering review and conducted follow-up inspections.
- Upgraded signs and striping following such maintenance projects as resurfacing.

University of Minnesota, Cardiac Research Laboratory — 2001

- Assisted in the set-up for testing of medical devices such as pacemakers, stints and closure products.
- Recorded data and documented details of methods and techniques specific to the applications of these products.

Howard Hughes Medical Institutes, National Eye Institute, National Institutes of Health — 1999 to 2000

- Participated in retinal cell research.
- Assisted in the collection and analysis of data, documentation of results, comparisons of results, revisions to study design and methodology, and report preparation.

ROGER MANN

Project Role: Quality Control Manager

EDUCATION

- Paxon Senior High School, 1971

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- FL CDL 'B' License
- Equipment Operator

PROFILE

Mr. Mann has spent his entire professional career in the roadway maintenance field. He retired from the Streets Drainage Maintenance Department of the City of Jacksonville after 32 years and holding a range of positions from equipment operator to lead superintendent. With Jorgensen, he has held two positions -- field superintendent and Quality Control Manager. His experience with roadway maintenance includes maintenance of structures, drainage, pavement and vegetation management.

PROFESSIONAL EXPERIENCE

Jorgensen Contract Services, LLC — Quality Control Leader, Investigator, Data Collector - 2008 to Present

- Supervises the Quality Control Program and teaming with the Quality Assurance Department; assists with checklist development and works with team members to review current standards.
- Gathers information in the field and prepares spreadsheets for annual work plan condition assessment evaluations.
- Conducts routine inspections of roadway features and documented deficiencies for repair. Responsible for coordination of specification training for in-house technicians and implementation of deficiency remediation measures.
- Executes contractual asset inspections for attenuator, guardrail and sign elements. Tracks all deficiencies and coordinates data analysis for repair.

Jorgensen Contract Services, LLC — Superintendent, 2005 to 2008

- Direct supervisory responsibility for road service patrols, aesthetic crews, and sign maintenance crews. Coordinated all daily roadway maintenance schedules, purchased materials, planned future job activities, and assisted with daily HR-employee functions.
- Safety Champion Program Chairman: responsible for implementation of all innovative operational safety programs; PPE policy changes; and communicates corrections of procedures from reviews of near-miss incidents.
- Supported incident management operations, responded to traffic incidents with MOT, supervised and organized emergency responder technicians.
- Developed first generation quality control program, implementing measures to ensure contract and specification compliance.
- Supervised mowing and turf maintenance subcontractors performing compliance inspections and developing operational schedules.

City of Jacksonville, Florida — Superintendent - 1973 to 2005

- Supervised Equipment Repair Shop activities.
- Performed preventive maintenance and delivered supplies and equipment to crews.
- Worked with and supervised crews and performing construction and repairs.
- Maintained all aspects of right of ways including drainage and bridges.
- Reviewed plans and standards, monitored projects for compliance with standards and schedules.
- Oversaw operation of 60+ employees in safety and day-to-day operations.

BRIAN C. WALKINGTON

Project Role: Condition Assessment Inspector

EDUCATION

- Miami Dade College: Marketing/Advertising/Public Relations
- Florida State College at Jacksonville: Business Management

PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

- Railroad Welding: Stainless, Mig; Vertical and Overhead
- Railroad Fabrication: Acetylene Torch, Plasma Cutter, Air Arc
- FDOT MRP Certified Team Leader

PROFILE

Mr. Walkington has extensive knowledge of highway assessments, asset inventory methodologies, and quality control for maintenance operations. Also provides technical support and design standards interpretation to crew members and supervisors.

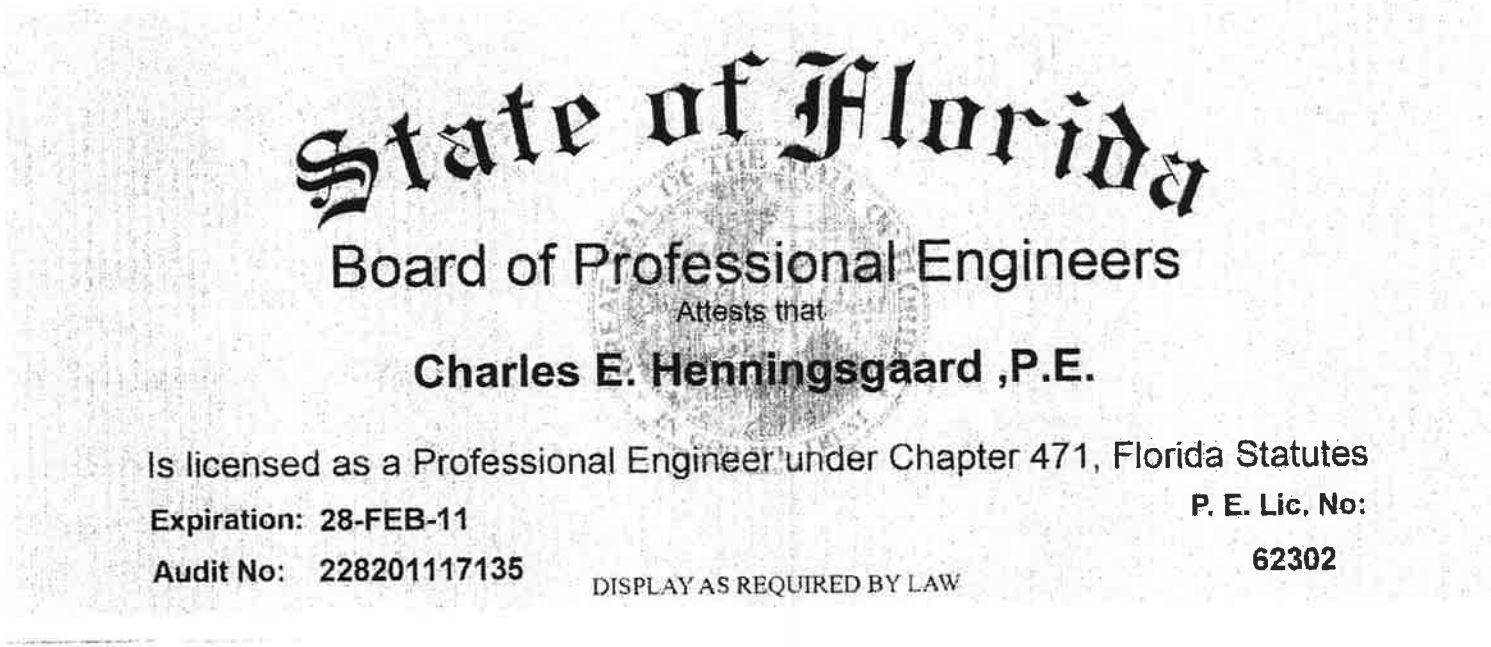
PROFESSIONAL EXPERIENCE

Roy Jorgensen Associates, Inc. — Quality Control/Inspector/Claims Investigator - 2008 to Present

- Plans, schedules, and leads FDOT required Maintenance Rating Program (MRP) Inspections on Jorgensen asset maintenance projects in Florida. These projects include the 171 center line miles of interstate roadway in the Jacksonville area, and 100 centerline miles of primary arterial system in Citrus County, Florida.
- Performs analysis on MRP inspection findings to support the development of annual work programs to ensure compliance with contract required performance standards.
- Performs FDOT contract mandated annual and quarterly inspections of sign, guardrail, attenuator, and lighting inspections to verify compliance with condition and performance standards.
- Performs quality control functions such as the inspection and monitoring of operational activities to ensure compliance with all state, local, and federal standards, specifications and regulations. Reports all findings to Project Managers with suggested mitigation and improvement actions.
- Inspects construction projects near completion for standard and specification compliance prior to final turn over to the FDOT maintenance division.
- Performs Third Party Claims Investigation including field investigation of vehicle accident reports with assessment of the damage and estimated cost of repairs.
- Assisted in development of Jorgensen quality control checklist system that included the development of comprehensive asset checklists to be used by Jorgensen technicians to ensure accurate maintenance performance. This also includes the training of supervisors in the correct methods of application.
- Assisted in the development of a Condition Assessment Program for Harris County Toll Road Authority, Houston, Texas. Includes 120 centerline miles of limited access toll facility. This effort involved the development of a condition manual to be used to train field staff in the basic inspection methods.
- Performs inventory and baseline condition reviews for all current Jorgensen maintenance projects.

TTX (Railroad) Welder/Fabricator/Overseer - 2006 to 2008

- Assured quality production while training and supervising newer employees.
- Translated blueprints and schematics to implement new fabrication/transformation projects.
- Assisted in repair, rebuilding, and fabrication of multiple designs of rail cars.
- Implemented efficient work processes on production level to yield higher results without sacrificing quality or safety.
- Maintained a 100% safety rating throughout employment by expressing the importance of working in teams and supervising one another's actions. Emphasized the value of teaching, rather than criticizing newer employees, to maintain quality and a safe working environment.


State of Florida
Board of Professional Engineers
Attests that
Charles E. Henningsgaard ,P.E.
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 28-FEB-11
Audit No: 228201117135
DISPLAY AS REQUIRED BY LAW
P. E. Lic. No:
62302

State of Florida

Board of Professional Engineers

Attests that

Richard S Sulzer ,P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 28-FEB-11

P. E. Lic. No: 52112

Audit No: 228201125141

DISPLAY AS REQUIRED BY LAW

State of Florida

Florida Board of Professional Engineers

Whereas **Sara Anne Henningsgaard** has shown competency and fitness to practice Professional Engineering and has complied with all requirements of the Board of Professional Engineers; therefore by virtue of the Powers vested in said Board by the State of Florida, The Florida Board of Professional Engineers hereby issues this certificate of licensure numbered 70684 to practice Professional Engineering in the State of Florida as provided by the laws of the State and subject to the powers as vested in said Board.

Audit No: 93830

In Testimony Whereof, Witness the signature of the Chair and Vice Chair under the seal of the Board this 9 day of JAN, 2010.

Chair

Governor

Vice Chair

TP-41

State of Florida

Department of State

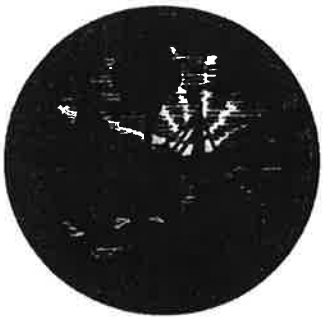
I certify from the records of this office that JORGENSEN CONTRACT SERVICES, L.L.C. is a limited liability company organized under the laws of the State of Florida, filed on March 26, 1996, effective March 22, 1996.

The document number of this limited liability company is L96000000364.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 4, 2011, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fifth day of January, 2011



Jennifer Kennedy

Secretary of State

Authentication ID: **400189349984-010511-L96000000364**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

PRICE PROPOSAL
ROADWAY AND BRIDGE MAINTENANCE SERVICES
S.R. 408, S.R. 417, S.R. 528 AND S.R. 551
CONTRACT NO. 000761

PRICE PROPOSAL OF

Jorgensen Contract Services, LLC

3735 Buckeystown Pike (NAME)

Buckeystown, Maryland 21717 (301) 831-1000

(ADDRESS) (TELEPHONE NUMBER)

Submitted March 29, 2011

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 Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services, Method of Compensation, and Contract included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Method of Compensation, Contract and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price 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 in my (our) preparation of same.

CORPORATION:

Jorgensen Contract Services, LLC
Principal (Proposer)

By: _____
President or Vice President

Attest: _____
Secretary or Assistant Secretary

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____
Principal (Proposer)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

JOINT VENTURE

_____
Principal (Proposer)

_____
Principal (Proposer)

By: _____
Attorney-in-Fact

PARTNERSHIP:

_____
Principal (Proposer)

_____
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 addresses of each partner on separate sheet and attach.)

PRICE PROPOSAL FORM

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

ROADWAY AND BRIDGE MAINTENANCE SERVICE
S.R. 408, S.R. 417, S.R. 528 AND S.R. 551
CONTRACT NO. 000761

LUMP SUM AMOUNT – S.R. 408	$	5,000,558.00
LUMP SUM AMOUNT – S.R. 417	$	6,685,560.00
LUMP SUM AMOUNT – S.R. 528	$	4,735,360.00
LUMP SUM – GOLDENROD ROAD EXT.	$	568,050.00
TOTAL LUMP SUM AMOUNT	$	16,989,528.00

The amounts shall include all costs for labor, materials, equipment, expenses and incidentals necessary to provide the services and tasks as required by the Contract Documents. The Total Lump Sum Amount shall be for the entire 5-year term of the Contract.

Cost per centerline mile for SR 408 (Based on 22.171 miles)	$	226,000.00
Cost per lane mile for SR 408 (Based on 103.232 miles)	$	48,400.00
Cost per centerline mile for SR 417 (Based on 31.518 miles)	$	212,000.00
Cost per lane mile for SR 417 (Based on 131.164 miles)	$	51,000.00
Cost per centerline mile for SR 528 (Based on 22.324 miles)	$	212,000.00
Cost per lane mile for SR 528 (Based on 100.039 miles)	$	47,335.14

Article 5.6, Suspension of Work, in the Scope of Services addresses a reduction of maintenance activities in construction areas designated by the Authority and identifies litter removal, herbicide applications and emergency response as the only maintenance activities to be performed. The Proposer shall insert the cost per centerline and lane mile (based on the number of miles shown above) to perform only those maintenance activities.

Cost per centerline mile for reduced services for S.R. 408	$ 211,700.00
Cost per lane mile for reduced services for S.R. 408	$ 45,300.00
Cost per centerline mile for reduced services for S.R. 417	$ 199,100.00
Cost per lane mile for reduced services for S.R. 417	$ 44,500.00
Cost per centerline mile for reduced services for S.R. 528	$ 197,700.00
Cost per lane mile for reduced services for S.R. 528	$ 44,200.00

Orlando-Orange County Expressway Authority

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)

UTILIZATION SUMMARY

Prime Contractor: Jorgensen Contract Services, LLC

OOCEA Project No. 761 Contract Amount $ 16,989,528.00

Grand Total Anticipated Sublet $ 3,249,341.00

M/WBE Subcontractors (Name Only)	$ Amount for Objective
MK Guardrail	195,379.57
Procopio & Associates	764,528.76
RoadScapeNorth Florida, Inc.	339,790.56
South East Guardrail and Attenuator	679,581.12
EN Landscape Design, Inc.	569,250.00

Total Dollar Amount for M/WBE Participation Objective 2,548,530.01

M/WBE Percentage of Total Project 15.00 %

NOTE: Participation Objective may be rounded to the nearest tenth %.

NOTE: if the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted

FOR USE BY OOCEA ONLY

Participation Objective Achieved $_____ %_____

Date _____ APPROVED _____ DISAPPROVED _____

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: MK Guardrail, Inc.
Address: 6029 Johnson Street
Hollywood, FL 33024
Phone: (407) 427-4738 **Contact Person:** M.T. Zaw

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	Fence/Guardrail maintenance

Signature/Title of M/WBE Representative Submitting Above Quote

---

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer ($_____ x 1.00) $_____
Amount to be paid to M/WBE Supplier ($_____ x .60) $_____
Amount to be paid to M/WBE Subcontractor $_____

Total to M/WBE (toward Participation Objective) $_____

Charles E. Hennigyard Senior Vice President
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: FDOT

ISHA P. PATEL
MY COMMISSION # EE 031999
EXPIRES: October 5, 2014
Bonded Thru Budget Notary Services

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

On the 21st April 2011, Maung Thein Zaw came personally in front of me and provided FL DL 200-558-59-308-0 as a proof of identification.

Florida
Orange

I Certify that I have Compared a Complete Copy of this Document to the Original which it purports to represent.

PP-6

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: Procopio & Associates
Address: P.O. Box 8545
Coral Springs, FL 33075
Phone: (954) 345-5492 **Contact Person:** Suzette Procopio

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	Office staff augmentation

Signature/Title of M/WBE Representative Submitting Above Quote

---

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer ($_____ x 1.00) $_____
Amount to be paid to M/WBE Supplier ($_____ x .60) $_____
Amount to be paid to M/WBE Subcontractor $_____

Total to M/WBE (toward Participation Objective) $_____

Charles E. Hommeyard Senior Vice President
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: FDOT

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

State of Florida
County of Broward
Signed: 4/13/11

X: _____

Seal:

Elaine Bonilla Sandoval
COMMISSION # DD819986
EXPIRES: SEP. 04, 2012
WWW.AARONNOTARY.com

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

October 31, 2007

Certified Mail – Return Receipt Requested

Procopio & Associates, Inc.
Ms. Suzette Procopio
10181 West Sample Rd. #205
~~Jacksonville~~ Fl ~~32208-4345~~
Coral Springs 33065

ANIVERSARY DATE- Annually on June 7

Dear Ms. Procopio:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date.** You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date.** Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at http://www.bipincwebapps.com/biznetflorida/ or through The Department' website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is **NOT** a/ guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida is a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

RECYCLED PAPER

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	FDOT Specialty Code & Description
561110	300-Provide CEI and Administrative
541990	Support Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman
DBE Certification Manager

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 001761

M/WBE Subcontractor:

Name of Company: RoadScape North Florida, Inc.
Address: 1127 Helena St.
Jacksonville, FL 32208
Phone: (904) 591-4635 Contact Person: Saleem Bilal

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (Note if item modified by RFP/ITB)
	Raised pavement markers

Bilal Saleem President
Signature/Title of M/WBE Representative Submitting Above Quote

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE for their work ($_____ x 1.00) $_____
Amount to be paid to M/WBE for supplies ($_____ x .60) $_____
Amount to be paid to M/WBE for materials $_____

Total to M/WBE (Number Participation Claim Objective) $_____

Charles E Jorgensen, P.E. Senior Vice President
Signature/Title of Prime Contractor Representative

M/WBE Certified by: Florida Dept. of Transportation

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 287.133 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm participation, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

Earl M. Lehman 4/21/11

EARL M. LEHMAN
Notary Public - State of Florida
My Comm. Expires May 9, 2014
Commission # DD 986480
Bonded Through National Notary Assn.

Florica Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

April 23, 2010

Certified Mail – Return Receipt Requested

Roadscape North Florida, Inc.
Mr. Bilal Saleem
P.O Box 26136
Jacksonville FL 32226

ANNIVERSARY DATE - Annually on April 20

Dear Mr. Saleem,

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date.** You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date.** Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firm's DBE certification status, in identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet at http://www.bipincwebapps.com/biznetflorida/ or through The Department's website at www.dot.state.fl.us/equalopportunityoffice, then select "DBE Directory."

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

RECYCLED PAPER

If, at any time there is a material change, you **must advise this office, by sworn affidavit and supporting documents, within thirty [30] days.** Changes include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals, or the physical location of your firm. After our review you should receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to Remove DBE certification.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:	FDOT Specialty Code & Description
561730	162-Muck Blanket & Topsoil
561730	570-Grassing
561730	575-Sodding
561730	580-Landscaping
561730	590-Irrigation Systems
238990	705-Highway Delineators
238990	706-Reflective Pavement Markers
238990	710-Painting Traffic Stripes
238990	711-Thermoplastic Traffic Stripes And Markings

All other concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879

Sincerely,

John Gooden, Certification Manager
Equal Opportunity Office

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: Southeast Attenuators, Inc.
Address: 7760 Hooper Road
West Palm Beach, FL 33411-3831
Phone: (561) 792-0040 **Contact Person:** Tom Beniamino

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	Guardrail, Attenuators, Foundations, and Fence
	maintenance

Debra Rees / President
Signature/Title of M/WBE Representative Submitting Above Quote

---

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer ($_____ x 1.00) $_____
Amount to be paid to M/WBE Supplier ($_____ x .60) $_____
Amount to be paid to M/WBE Subcontractor $_____

Total to M/WBE (toward Participation Objective) $_____

Charles E. Hommeyard Senior Vice President
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: FDOT

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS
SECRETARY

February 9, 2011

Certified Mail - Return Receipt Requested

DEBRA RICCI
SOUTHEAST ATTENUATORS INC
7760 HOOPER RD
WEST PALM BEACH FL 33411

ANNIVERSARY DATE - Annually on February 8

Dear Ricci

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under **Florida's Unified Certification Program (UCP)** as a **Disadvantaged Business Enterprise (DBE)** in accordance with 49 Code of Federal Regulation Part 26.

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**.

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. **Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: **www.dot.state.fl.us/equalopportunityoffice** and then selecting "DBE Directory".

DBE certification is **NOT** a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will

receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

NAICS
23731 -Highway, Street, and Bridge Construction
23899 -All Other Specialty Trade Contractors

FDOT Specialty Codes
102 -Maintenance Of Traffic
53X -
550 -Furnishing And Erecting Metal Fence.
705 -Highway Delineators
770 -Office Building, Shop/warehouse

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,

Michael Klump
Interim DBE Certification Manager

BizNet Profile: SOUTHEAST ATTENUATORS INC D/B/A SOUTHEAST GUARDRAIL

Name: SOUTHEAST ATTENUATORS INC D/B/A SOUTHEAST GUARDRAIL
Business Description: SUBCONTRACTOR FOR MAINTENANCE AND INSTALLATION FOR GUARDRAIL, ATTENUATORS, SIGNS AND FENCE
Street: 7760 HOOPER RD
City: WEST PALM BEACH **State:** FL **Zip:** 33411
County: PALM BEACH **District:** DISTRICT FOUR
Phone: (561) 792-0040 **Fax:** (561) 792-9798
E-mail: driccisga@aol.com
Work Location:
County: CNTY/ST-WIDE
District: DISTRICT ONE DISTRICT FOUR DISTRICT SIX DISTRICT SEVEN
Contact: DEBRA RICCI
UCP Cert. DBE **State Cert.:** OBE **UCP Certifying Member:** FDOT
First SC: 53X **First NAICS:** 23731
2nd SC: 770 **3rd SC:** 705 **4th SC:** 550 **5th SC:** 102 **6th SC:** **7th SC:** **8th SC:** **9th SC:** **10th SC:**
2nd NAICS: 23899 **3rd NAICS:** **4th NAICS:** **5th NAICS:** **6th NAICS:** **7th NAICS:** **8th NAICS:** **9th NAICS:** **10th NAICS:**
ACDBE: False

NOTE:
OBE stands for Other Business Enterprise indicating that the firm is not certified.

Return to the Main Menu

Back to Search Results

Florida Department of Transportation 2008.

Palm Beach County
Office of Small Business Assistance

Certifies That

SOUTHEAST ATTENUATORS, INC.

VENDOR # **0000017671**

is a Small/Woman Owned Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from October 20, 2010 to October 19, 2013.

The following Services and/or Products are covered under this certification:

Safety Barriers, Traffic, Mobile: Energy absorption systems, impact attenuators (Crash Barriers), etc.
Safety Barriers, Traffic, Stationary: Energy absorption systems, impact attenuators (Crash Barriers), etc.
Repair/Replacement of impact attenuators and glarefoils
Guardrails and accessory items (miscellaneous)

PP-17

Allen Gray Jr.

Hazel Oxendine, Director

10/20/2010

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
Vacant
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker

Orlando-Orange County Expressway Authority
M/WBE Utilization Form

Prime Contractor: Jorgensen Contract Services, LLC
OOCEA Project No.: 000761

M/WBE Subcontractor

Name of Company: EN LANDSCAPE DESIGN, INC
Address: 415 East Pine Street, #1216
Orlando, FL 32801
Phone: (407) 704-8424 Contact Person: Maria Garrido

(The Authority must be able to reach the M/WBE at the above phone within two working days after the bid opening.)

ITEM NO.	DESCRIPTION (note if item qualifies for SUPPLIER)
	Slope Mowing

Signature/Title of M/WBE Representative Submitting Above Quote
MARIA GARRIDO

ITEMS BELOW ARE TO BE COMPLETED BY THE PRIME CONTRACTOR

Amount to be paid to M/WBE Manufacturer ($_____ x 1.00) $ N/A
Amount to be paid to M/WBE Supplier ($_____ x .60) $ N/A
Amount to be paid to M/WBE Subcontractor $ 569,250.00

Total to M/WBE (toward Participation Objective) $ _____

Charles S. Hennington
Signature/Title of Prime Contractor's Representative

M/WBE Certified by: Orange County

COPY OF CURRENT CERTIFICATION MUST BE SUBMITTED

NOTE: Submissions not signed by the M/WBE will be confirmed with the M/WBE in accordance with Section 337.125 Florida Statutes. If a false quote is submitted or if the Authority cannot confirm a quote, the Authority may consider it just cause to consider the bid non-responsive and reject the bid.

Lynn Latanza 5/18/11

Notary Public State of Florida
Lynn Latanza
My Commission DD858305
Expires 04/04/2013

ORANGE COUNTY GOVERNMENT
FLORIDA

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7817
businessdevelopment@ocfl.net

E N LANDSCAPE DESIGN, INC.

Has Been Certified As A
MINORITY/WOMEN BUSINESS ENTERPRISE

Approved Lines Of Business:
LANDSCAPE SERVICE INCLUDING EDGING, TRIMMING, BLOWING, WEED AND CRABGRASS CONTROL

This certificate is valid:
FEBRUARY 2009 through **FEBRUARY 2013**

Sheena Ferguson /acting
Manager, Business Development Division
May 30, 2009

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF **Maryland**

COUNTY OF **Frederick**

BEFORE ME, this day, personally appeared **Jorgensen Contract Services, LLC**, (Contractor's Name)

who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 337.11(11) F.S.

(Contractor's Signature)

Typed Name: **C. E. Henningsgaard**

Position: **Senior Vice President**

Company Name: **Jorgensen Contract Services, LLC**

Company Address: **P.O.Box 70, 3735 Buckeystown Pike**

Buckeystown, MD 21717

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

****

STATE OF Maryland

COUNTY OF Frederick

The foregoing instrument was acknowledged before me this June 15, 2011 (Date) by C. E. Henningsgaard, Senior Vice President (Name of Officer or agent, title of officer or agent),

of Jorgensen Contract Services, LLC (Name of Corporation acknowledging), a Florida (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (Type of identification) as identification and did (did not) take an oath.

Catherine Lapointe Notary Public, Commission No.

Catherine Lapointe (Name of Notary typed, printed or stamped)

CATHERINE LAPOINTE NOTARY PUBLIC FREDERICK COUNTY, MD

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

(SEAL ABOVE)

Bond No. 9039671

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, JORGENSEN CONTRACT SERVICES, LLC, as Principal and Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower 1, 19th Floor, Schaumburg, IL 60196-0156, a corporation, as Surety, are bound to Orlando-Orange County Expressway Authority, herein called Authority, in the sum of Three Million Three Hundred Ninety-Seven Thousand Nine Hundred Five Dollars and Sixty Cents ($3,397,905.60), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated July 1, 2011, between Principal and Authority for S.R. 408, S.R. 417, S.R. 528 and S.R. 551 Roadway and Bridge Maintenance, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays Authority all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

5. Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: May 31, 2016

SUBJECT: Approval of Contract Renewal Agreement with
KMG Fence, LLC for Fence Installation and Repair
Contract No. 001128

Board approval is requested for the first renewal of the referenced contract with KMG Fence, LLC (KMG), for a one year period, beginning August 21, 2016, in the amount of $143,635.00. Work under this contract includes installation and repair of fences at various locations along all roadways in our system.

The original Contract was for one year with two 1-year renewal options. The unit prices in the renewal amount have not increased from the original contract.

Original Contract Amount:	$143,635.00
This Renewal:	$143,635.00
Total	$287,270.00

Reviewed by: _____
Claude Miller
Director of Maintenance

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 001128

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 16th day of June 2016, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and KMG Fence, LLC, hereinafter called the "Contractor".

WITNESSETH

WHEREAS, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") dated July 9, 2015, with a Notice to Proceed date of August 21, 2015, whereby CFX retained the Contractor to perform fence repair and installation; and

WHEREAS, pursuant to Article 2.2 of the Original Agreement, CFX 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, CFX and Contractor agree to the first renewal of said Original Agreement beginning the 21st day of August, 2016, and ending the 20th day of August, 2017, at the cost of $143,635.00, 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 August 20, 2016, 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 Agreement ending August 20, 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.

KMG FENCE, LLC

BY:_____
Authorized Signature

Print Name:_____

Title:_____

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
COOPERATIVE PURCHASE AGREEMENT
FENCE INSTALLATION AND REPAIR
CONTRACT NO. 001128

This Contract is made this 9th day of July, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and KMG FENCE, LLC, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide fence installation and repair services; and

WHEREAS, on or about May 1, 2015, the CONTRACTOR entered into an agreement with Orange County, Florida to provide the same services as required by the AUTHORITY; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for the AUTHORITY was not required because the CONTRACTOR has an existing contract with Orange County for the same services to be provided hereunder and the AUTHORITY has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Orange County; and

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms and conditions as included in its contract with Orange County, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below.

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. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE CONTRACT WITH ORANGE COUNTY

The parties adopt the terms and conditions in the Contract with Orange County ("Orange County Contract") attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms, "Orange County Public Works Department," "Orange County", "the County", "Board of County Commissioners", and "Manager, Procurement Division" in the Orange County Contract shall be replaced with the "Central Florida Expressway Authority," "the AUTHORITY," or "CFX."

2.2 The first paragraph of Article 22 of the Special Terms and Conditions entitled, "Contract Term/Renewal," in the Orange County Contract shall be replaced with the following: "This Agreement shall be effective for an initial term commencing on the date of the Notice to Proceed, and shall continue for a period of one year thereafter, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of the AUTHORITY. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term." The remaining paragraphs in Article 22 of the Orange County Contract remain unchanged, but for the substitutions set forth above.

2.3 In Article 21 of the Special Terms and Conditions entitled, "Insurance Requirements", the certificate holder shall be the Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

3. 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 equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by the AUTHORITY.

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with Orange County. For ease of reference, the rates are reiterated on the Price Sheet attached hereto.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's Contract with Orange County.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'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 CONTRACTOR'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.

6. PUBLIC RECORDS

CONTRACTOR is required to comply with the Public Records Act in Chapter 119, Florida Statutes, as and to the extent applicable. Upon receipt of any request by a member of the public for any documents, papers, letters, or other material that constitute public records subject to the provisions of Chapter 119, Florida Statutes, and have been made or received by CONTRACTOR in conjunction with this Contract, CONTRACTOR shall immediately notify the AUTHORITY. To the extent that such request seeks non-exempt public records, CONTRACTOR shall provide such records for inspection and copying in compliance with Chapter 119. To the extent that such request seeks exempt or confidential public records, CONTRACTOR shall assert the applicable exemption and statutory citation. A refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY. In addition, within six (6) months of final record activity in a file, CONTRACTOR shall transmit the file, including all public records and originals in that file, to the AUTHORITY.

7. 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, without first notifying AUTHORITY and securing its consent in writing.

8. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, 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.

9. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that AUTHORITY officials and employees are subject to the Statutory Code of Ethics codified in Chapter 112, Part III, and the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read, and to the extent applicable, acknowledges that it 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 by reference be made a part of this Contract as though set forth in full.

10. 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.

11. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of 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.

12. 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.

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.

13. 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:

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

13.2 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.

14. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by the Authority's Board of Directors at its meeting on July 9, 2015.

APPROVED BY:

KMG FENCE, LLC

By: _____

KAREN M. GRIMSLEY, MANAGER

Print Name and Title

Attest: Kasey Chenea (Seal)

Date: 7/13/15

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Approved as to form and execution, only.

_____

General Counsel for the AUTHORITY

16 JUL '15 AM 9:28

** PRICE SHEET **

FENCE REPAIR & REPLACEMENT SERVICES - CFX CONTRACT NO. 001128

ITEM NO.	QUANT.	UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL COST
1	10,000	LF	6' FENCE (NO TOP RAIL OR BARBED WIRE) (OC ITEM #4)	$10.70	$107,000.00
2	1,000	LF	6' FENCE VINYL COATED (NO TOP RAIL OR BARBED WIRE) (OC ITEM #8)	$12.36	$12,360.00
3	10	EA	GATE, REGULAR CHAIN LINK WITH ALL HARDWARE, 14' WIDE x 6' HIGH DOUBLE WIDE) (OC ITEM #22)	$440.00	$4,400.00
4	2	EA	GATE, VINYL COATED COLOR AS REQUESTED WITH ALL HARDWARE, 14' WIDE x 6' HIGH DOUBLE WIDE) (OC ITEM # 28)	$600.00	$1,200.00
5	20	EA	4" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 34)	$120.00	$2,400.00
6	20	EA	3" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 38)	$25.00	$500.00
7	50	EA	2" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 46)	$5.50	$275.00
8	100	EA	1 1/2" POST INCLUDING HARDWARE FOR 6' HIGH FENCE (OC ITEM # 50)	$5.00	$500.00
9	5,000	LF	REMOVAL AND DISPOSAL OF EXISTING FENCE (OC ITEM # 55A)	$1.00	$5,000.00
10	N/A	N/A	WORK ORDER ALLOWANCE	N/A	$10,000.00
			TOTAL AMOUNT		$143,635.00

PURCHASING AND CONTRACTS DIVISION
JOHNNY M. RICHARDSON, CPPO, CFCM, Manager
400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393
407-836-5635 • Fax: 407-836-5899 • http://www.ocfl.net

TERM CONTRACT NO.Y15-191
Fence Installation and Repairs

TO: KMG Fence, LLC
1031 Crown Park Circle
Winter Garden, FL 34787

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

   This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y15-191-LC, Fence Installation and Repairs - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

   A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.

   B. This contract is effective **May 1, 2015** and shall remain in effect through **April 30, 2016.** The estimated contract award for this period is $1,965,975.00.

   C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

   D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

LOT A
Orange County Public Works Department
Fiscal Administrative Services
4200 S. John Young Parkway, 2nd Floor
Orlando, FL 32839-9205
Phone (407) 836-7721

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing order.

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

BY: _____

Linda Carson, CPM
Procurement Division

DATE: 3-26-15

Issue Date: December 4, 2014

INVITATION FOR BIDS #Y15-191-LC

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

FENCE INSTALLATION AND REPAIRS
TERM CONTRACT

Sealed bid offers in an **original** and **three** (3) **copies** for furnishing the above will be accepted up to **2:00 PM (local time), Tuesday, December 30, 2014,** in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

http://apps.ocfl.net/orangebids/bidopen.asp

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent at Linda.Carson@ocfl.net.

List of Equipment
List of Personnel
Copy of License
Request insurance
Authorize form

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EXHIBIT C Request insurance Cert.

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of you ongoing operations; or

B. In connection with your premises owned by or rented to you.

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Linda.Carson@ocfl.net, no later than 5:00 PM Thursday, December 18, 2014 to the attention of Linda Carson, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

4. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

6. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

7. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

8. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

10. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

11. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: http://apps.ocfl.net/orangebids/bidresults/results.asp , or upon notice of intended action, whichever is sooner.

12. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida

20. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

21. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

22. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

23. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

A. **Invitation for Bids Number** Y15-191-LC
B. **Hour and Date of Opening** January 6, 2014 2:00 P.M.
C. **Name of Bidder** KMG fence (label)

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

24. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

26. ASSISTANCE WITH SCOPE OF WORK/SERVICES

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

27. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

28. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

14. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- Orange County **Lobbyist** Regulations **General Information** http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
  http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

16. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

17. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

18. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

30. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet prior to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

33. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

34. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

35. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

36. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.
Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

37. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:
http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

38. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.** If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.

B. List of equipment and facilities available to do the work.

C. List of personnel, by name and title, contemplated to perform the work.

D. Provide proof that you are working from a commercial location appropriately zoned for the business specified on the Vendors' occupational license. At a minimum the following shall be provided.

1. Copy of occupational license signed.
2. Letter on bidder's letterhead confirming the specific address of bidder.

Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

2. LICENSES AND PERMITS

Prior to furnishing the requested service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

3. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

4. LOT BY LOT AWARD

Orange County reserves the right to award on an "All-or-None" basis to the lowest responsive and responsible bidder or to award on a "Lot-by-Lot" basis to the lowest responsive and responsible bidder whichever is in the best interest of the County. Bidders may bid on one or more lots. It is the County's intent to award two contracts to separate bidders. However, the low bidders may elect one or more of the following options:

a. Bidder Low on a specific Lot – Bidder shall be considered for award of the specific lot.

b. Bidder Low on All Lots – In lieu of seeking award for all lots, Bidder may select the specific lot they desire to be awarded. If a specific lot is selected, the low second low responsive and responsible bidder for the other lot will be considered for award of that lot.

c. Bidder Low on all Lots – Bidder may seek award of both lots.

If the Bidder seeks award of all lots, Bidder will be required to provide a management plan to include a list of resources available for performance of the contract resulting from this solicitation and all current Orange County contracts the Bidder is performing and those projected to be awarded. The management plan shall outline the Bidder's approach to ensure satisfactory performance of all lots within the terms and conditions of the contract. Also, the plan shall include the bidder's approach to ensure satisfactory performance on all other County current and projected contracts. **At a minimum, the management plan shall include –**

a. The bidder's basic approach to the management of the contracts.

b. An organization chart showing a reporting hierarchy of staff and subcontractors (if any) identifying the key individuals responsible for the work, whether they will be assigned to both lots or to individual lots. A separate organization chart for all other County contracts – current and projected – will also be provided.

c. A complete list of equipment to be dedicated to the contract resulting from the solicitation with applicable vehicle identification numbers. A separate list of equipment for all other County contracts – current and projected – will also be provided.

d. A complete list of workers by skill category who will be dedicated to work under the contract resulting from this solicitation. This list shall include project management and supervisory personnel. A separate list of workers for all other County contract – current and projected – shall also be provided.

5. F.O.B. POINT

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within Orange County.

6. UNSATISFACTORY WORK

The Contractor shall remedy any unsatisfactory work within three (3) workdays of notification.

10. DELIVERY/PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than **no later than three (3)** calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within **one** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

Delivery time is of the essence in the award of the Invitation for Bids. A Delivery Order will be issue for each project. **No work shall begin until a delivery order has been issued to the Vendor.** The Delivery Order will contain a start date and completion date that will be mutually agreed to between the County and the Vendor.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

11. PRE-CONSTRUCTION CONFERENCE

When determined necessary by the County's Project Manager or designee, a mandatory Pre-Construction Conference will be conducted to ensure understanding of project and cooperation of all parties.

12. LIQUIDATED DAMAGES

Should the Contractor fail to complete the required services within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of $200.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

13. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide services that comply with the scope of work/services herein or fails to meet the County's performance standards

2. Perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

14. AS SPECIFIED

All items delivered shall meet the specifications herein. Items delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming items

15. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Any good delivered under a contract resulting from this bid shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

16. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

17. PAYMENT

Partial payments for the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/supplies/services shall be accomplished by submission of an invoice, in duplicate, to:

LOT A
Orange County Public Works Department
Fiscal Administrative Services
4200 S. John Young Parkway, 2nd Floor
Orlando, FL 32839-9205
Phone (407) 836-7721

LOT C
Orange County Correction Department
Fiscal Services Section
O.O. Box 4970
Orlando, FL 32802-4970

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

18. MEASUREMENTS

The linear footage noted are only estimates. Bidders shall be responsible for their own measurements and shall submit a firm price accordingly. There shall be no adjustments, for increase or decrease, of footage required for the job; therefore, the total offer shall be based on accurate measurements by Bidders during inspection. Failure to do so shall be at Bidder's risk. Any request for unit prices on the Bid Response Form is for information only. Award shall be based solely on "Total Bid", with no adjustments made for increased/decreased quantities after award.

19. DEBRIS

Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

20. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

- Occupational Safety and Health Act (OSHA)
- National Institute for Occupational Safety & Health (NIOSH)
- National Fire Protection Association (NFPA)
- American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

21. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $100,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the

Vendor/Contractor does not own automobiles the Vendor/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.

Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

22. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of one (1) year. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

24. PRICE ESCALATION/DE-ESCALATION (PPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (one year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Producer Price Index (PPI) – Industry Data, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov. Contractor shall utilize the North American Industry Classification System (NAICS) to identify the industry code

most similar to the contracted commodity for the required calculation below. This information is available at www.census.gov/eos/www/naics/.

Price adjustment shall be calculated by applying the simple percentage model to the PPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the PPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

PPI Calculation Example:

PPI for current period	232.945
Less PPI for base period	229.815
Equals index point change	3.130
Divided by base period PPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the PPI – Industry Data index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. Only final PPI data will be used to adjust contract pricing.

Should the PPI – Industry Data as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the same method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

25. MARKET CONDITIONS

The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

26. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

27. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

28. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of Performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

29. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the services listed on the Bid Response Form.

30. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

31. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative

of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. DO NOT list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

32. INDEFINITE QUANTITY CONTRACT

A. This is an indefinite quantity contract for the services specified. The quantities of services specified are estimates only and are not purchased by this contract.

B. Performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the services up to and including the quantity designated in the schedule as the "Total Estimated Quantity." The County shall order at least the dollar amount designated in the schedule as the "Minimum Quantity" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

SCOPE OF SERVICES

SPECIAL CONDITIONS
LOT A and B

1. All work under Lot A for this contract shall be performed under the supervision of the Manager of the Orange County Roads & Drainage Division or designee, 4200 South John Young Parkway, Orlando, Florida, 32839-9205, Phone 407-836-7874.

2. The Contractor shall coordinate operations with the County's Representative. The Contractor shall verify that all work scheduled to be inspected is complete. The Contractor shall be responsible for the solution of any problems or discrepancies that may arise during the inspection process.

3. The Contractor shall institute a quality control plan for this contract, which shall be made available to the County for approval. The Contractor shall be responsible for and verify all quality control actions to the County's Representative as directed.

4. Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of the "Roadway and Traffic Design Standards" for Design, Construction, and Maintenance Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways". These documents can be ordered from F.D.O.T., Maps, and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County's Representative for approval, at least two (2) working days prior to start of work. IF THE CONTRACTOR DOES NOT COMPLY WITH F.H.W.A.'S M.U.T.C.D. (I.E. SIGNS, QUALIFIED FLAGGERS AND/OR BARRICADES), THE COUNTY RESERVES THE RIGHT TO DIRECT THE CONTRACTOR TO CEASE OPERATION UNTIL DEFICIENCIES ARE CORRECTED. IN ADDITION, NO ROAD CLOSURES WILL BE ALLOWED EXCEPT IN THE CASE OF EMERGENCIES.

5. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.

6. The Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Orange County Standards. The Contractor shall obtain copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Orange County Public Works in Orlando, respectively.

7. A mandatory Pre-work Conference will be conducted by the County's Representative to ensure understanding and cooperation of all parties.

8. The County's Representative shall be entitled at all times to be advised, by request, as to the status and details of work being completed by the Contractor in the format required by the County. The Contractor shall maintain coordination with the County's Representative at all times in the course of performing on this contract. Either party may request and be granted a conference upon request in a timely manner. The Contractor shall inform the County's Representative daily as to the locations to be worked and the areas completed the previous day.

9. The Contractor shall receive notice of need from the County's Representative. Within forty-eight (48) hours of notification, the Contractor and the County's Representative shall conduct a joint inspection of the proposed work area and discuss the scope of the work to be accomplished. For emergency projects (i.e. auto accidents in busy residential neighborhoods) the Contractor shall meet the County's Representative within (1) hour from initial notification of the emergency.

   The County's Representative shall provide a map or layout of the project area at the site meeting. The Contractor within two (2) days after the meeting shall submit a detailed estimate of work to be performed including a sketch/shop drawing with the proposed chain link fence system and all appurtenances and an estimated performance period for the work to be accomplished based on the minimum production rates. The estimated performance period is subject to further adjustment if the County's Representative does not consider it reasonable due to safety reasons.

   Estimates and sketches/shop drawings for emergency projects shall be submitted within twenty-four (24) hours after the meeting. Emergency projects shall be started no later than forty-eight (48) hours after County's notification of the emergency.

10. The Contractor shall consult with the County's Representative prior to any work schedule or estimated cost variance. Notification of work schedule variance shall occur the day before the day of the scheduled variance and must be agreed to by the County's Representative. Notification of estimated cost variance shall be immediately discussed with the County's Representative for resolution.

11. **No work shall begin until a Delivery Order has been issued to the contractor. Verbal orders issued by the County's Representative will be followed by a written delivery order within seven (7) days.** The Delivery Order shall contain a start date and completion date for each project released under this contract.

12. Delivery orders shall be issued for all work to be performed under this contract. Liquidated damages in the amount of two hundred ($200) dollars per calendar day shall be assessed if one or more of the following conditions occur:

    12.1 The project is not completed by completion date as established in the delivery order or as authorized by the County's Representative - Liquidated damages shall start the first calendar day after the date the work was scheduled to be completed and shall continue for each calendar day thereafter until the project is accepted as completed.

12.2 The Contractor does not correct deficient work within two (2) calendar days after notification from the County, unless otherwise authorized by the County's Representative - These liquidated damages shall start the third calendar day after notification and will continue for each calendar day thereafter until reported deficiencies are corrected per contract specifications.

13. The Contractor shall supervise and direct the work efficiently with due care, skill, and attendance. The Contractor shall be responsible to assure quality control and that the finished work complies accurately with the specifications.

14. The Contractor shall provide competent, suitable and qualified personnel to perform the work as required by the specifications. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall provide a list of all foreman and supervisors who will perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers. All staff (including Supervisors) shall be required to perform all obligations and functions on County property in a professional and business-like manner and must wear uniforms identifying the company name.

15. The Contractor shall designate a competent representative who will not be replaced without written notice to the County's Project Manager or designee at least twenty-four (24) hours before the change. The Contractor's Representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor's Representative at each work site shall be fluent in the English language. All communications (both verbal and written) given to the Contractor's Representative shall be as binding as if given to the Contractor. All verbal communications will be followed up in writing within two (2) working days.

To effectively communicate with County staff while in the field, the Contractor's Representative shall have available communication devices with internet access (including email) (e.g. cellular phone, laptop computer, blackberry, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations in contracted areas.

The use of subcontractors does not relieve the Contractor from this contract requirement.

16. The Contractor shall notify all residents within the work area as to when the work will take place and explain the level of inconvenience that will be involved. This notification shall take place five (5) days prior to commencement of any work in that area. The notification shall be by an approved door hanger to be placed on each house and any vehicles parked on the roadways. Notification to residents shall include Orange County's Government Information Number (311) and shall take place five (5) days prior to commencement of work in that area. Copy of notification per project shall be faxed to the County's Project Manager or designee. Failure to provide adequate notification may result in termination of this contract.

All work performed, unless authorized by the County's Representative, shall take place between the hours of 7:00 A.M. and 5:00 P.M.., Monday through Friday. No work shall be performed on Saturdays, Sundays or Federal, State, and County holidays, unless authorized by the County's Representative. If the Contractor desires to work on Saturdays, Sundays, or official County holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day) the Contractor shall obtain pre-approval from the County's Representative.

17. Due to congested traffic or unusual conditions, the Contractor may be required to remove operations from the right-of-way and County property at the discretion of the County's Representative. If the Contractor is required to remove operations due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane, etc.) or other unusual conditions before 12:00 P.M. (noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment shall be made to the performance period. The Contractor shall make an immediate written application for this (during event) via email; the County's Representative will determine and authorize the extension. The County will verify alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the project and will notify the Contractor.

18. The County will not provide staging or storage areas for the Contractor. On a case by case basis, in an area where County surplus property is available, the Contractor may, after obtaining permission from the person or persons responsible for the property, use said property for staging with the understanding that the Contractor shall restore the property to its original or better condition upon completion of the project prior to submitting an invoice for work completed and accepted. Agreements for utilizing areas for staging shall be in writing and submitted to the County prior to starting operations.

    Should the right-of-way be requested to be used for staging or storage area, an agreement shall be submitted on writing to the County for approval prior to starting operations, and must include a plan for maintenance of traffic, pedestrian safety, protection to drainage structures and swales to prevent runoff obstructions, and restoration of the right-of-way to its original or better condition upon project completion. No staging of equipment or material shall be allowed near roadway intersections to avoid sight distance obstructions.

    Water needed on the project shall be coordinated between the Contractor and the utility company providing the water at no additional cost to the County.

19. The Contractor shall furnish necessary equipment to satisfactorily perform the work required under this contract. The Contractor shall ensure all equipment used in the performance of the contract on County property is in good safe working order and properly maintained in order to protect the operator and the public. **All equipment onsite (including pick-up trucks) shall be identified with the company logo.**

All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment on site, which is deemed by the County's Representative to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at the Contractor's expense the same day of the County's determination.

The Contractor shall use amber flashing lights, back-up alarms, etc. on all equipment and Contractor employees shall be provided with the required Personnel Protective Equipment as required by O.S.H.A. and the County.

Equipment authorized by the County to be left on the right-of-way or County property after designated work hours shall be placed outside the clear and recovery area and shall be the sole responsibility of the Contractor. If equipment is left on the right-of-way, it shall be marked with barricades with approved steady burning amber lights.

20. The Contractor shall dispose of debris only in a County approved landfill in accordance with all Federal, State and Local rules and regulations in effect at the time of disposal. Cost involved with the disposal of debris shall be the responsibility of the Contractor.

21. The Contractor shall be responsible for locates of utilities prior to starting operations. Locate tickets shall be kept on site at all times. The Contractor shall notify the residents of any damages to private property (irrigation, utilities, etc.) and shall repair damages immediately. The Contractor shall be responsible for these areas for a period of six (6) months after acceptance of the project and shall be required to correct any damages related to such repairs. No additional compensation shall be provided to the Contractor for locates or repairs to damages as specified above.

The Contractor shall be responsible for and make good all damage resulting from their activities, both within and beyond the limits of this contract, to buildings, telephone, power or other cables, water pipes, storm sever facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures which may be encountered. The Contractor shall determine the location, character and depth of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from Contractor's activities.

22. The Contractor shall maintain in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this Contract. After completion of the work, the Contractor shall replace or restore to the original or better condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint.

23. **MULTIPLE CONCURRENT PROJECTS** – At any time during the contract, the Contractor shall have adequate resources to work on more than one Orange County project at the same time. The multiple concurrent project capability is considered a minimum requirement in the consideration of award of a contract

for this solicitation and for the ongoing performance. All work shall be ordered by the County's Representative in the form of Delivery Orders on an as needed basis. Should concurrent projects be issued, the Contractor shall notify the County's Representative, in writing within 2 - 3 days of request, if the Contractor has maximized available resources and the volume of work is beyond their operational capacity. **Failure to advise the County's Representative of this situation and/or subsequent failing to meet work completion schedules, may lead to contract termination.**

It is understood by all Bidders that the quantities listed herein are estimates only and are not purchased by this Contract, nor is the County obligated to issue concurrent project work. All work shall be ordered by the County's Representative in the form of Delivery Orders on an as needed basis.

24. **MINIMUM PRODUCTION RATE** - The Contractor shall be capable of providing a minimum production rate per day per project to meet the needs of this contract as follows:

Installation of gates – Six (6) hours to set posts and hang a double drive gate
Fence posts – Thirty (30) per day
Fence installation – Two (2) hundred feet of fence per day

Project performance periods will be based on this rate.

25. **MANAGEMENT PLAN AND RESOURCE LIST** - All bidders, as part of their submittal, shall provide a detailed Management Plan and Resource List. The Resource List shall contain the minimum components (including personnel and equipment (to include asphalt patching)) for each work crew available for use on Orange County projects under this contract. The Management Plan shall describe how the Bidder plans to utilize all available resources to fulfill the requirements of this contract. The Management Plan and Resource List collectively shall assist in the evaluation of the Bidder's capability to handle multiple concurrent projects under this contract. Failure of a bidder to provide an acceptable Management Plan and Resource List may delay or prevent an award of this contract.

EQUIPMENT LIST - All bidders shall provide a list of there equipment with VIN numbers dedicated for this contract with the bid or within 24 hours of request or show proof of financial ability to acquire the equipment. If the equipment is to be purchased or leased, an agreement with a dealer or a lease company stating the availability of this equipment shall be included with the bid. This equipment shall be available for inspection at the request of the Roads & Drainage Division.

26. **REFERENCES/EXPERIENCE** – The Bidder shall submit with the bid a listing of specific fence installation contracts successfully performed by the Bidder as a prime contractor. These contracts shall be comparable and verifiable with location, dates of contract, total amount of work completed per year, dollar amount for services per year, names, addresses and telephone numbers of owners within the last three (3) years as described in contract documents. Details of activities performed as part of the contracts shall be specified in the referenced form.

TECHNICAL PROVISIONS

LOT A AND B

This work consists of all labor, materials and appurtenances necessary for the repair of existing fences, removal and replacement of existing fences (including disposal) or installation of new fencing systems as defined herein at designated locations within Orange County.

Work performed under this contract and all materials to be used during the performance of this contract shall conform and adhere to all applicable standards and specifications of the "ASTM Standards for Fence Materials and Products" most current edition and all related documents and publications, American Association of State Highway And Transportation Officials (AASHTO) most current edition and all related documents and publications, Florida Department of Transportation (F.D.O.T.) Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System Index No. 800, 801, 802, 803, 810, 811, 812 most current edition and all related indexes, documents and publications and Standard Specifications for Road and Bridge Construction, Section 550 and all other related sections, documents and publications unless otherwise specified in writing in this contract.

1. Unless otherwise specified, no plans are provided for work to be performed under this contract. The Contractor shall layout the work from benchmarks, control points and construction base lines established at the site, or supplied by County. All work of every description shall be laid out and checked by the Contractor who will be held solely responsible for its correctness. No special compensation will be made to the Contractor to defray costs of any of the work or delays by making surveys and measurements, tests or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under this contract. The Contractor shall bear all costs of relocating and/or re-establishing damaged or lost monuments. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on substrata or ground water table conditions will not be allowed.

2. The Contractor shall cooperate with owners of any underground or overhead utilities in the removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

3. Fence services are provided generally in rural areas in conformance with Section 550 of the FDOT Specifications.

   Fence fabric shall be woven wire, either galvanized steel, meeting the requirements of ASTM A116, No. 9 Farm, Design Number 1047-6-9, with Class 3 zinc coating, or aluminum coated steel, meeting the requirements of ASTM A584, No. 9 Farm, Design Number 1047-6-9, with a minimum coating weight of 0.4 oz/ft^2.

4. Fences shall be installed with wire side to private property except on horizontal curves greater than 3 degrees where the fence shall be installed so as to pull against all posts.

5. Unless otherwise specified, steel shall be used for posts, assemblies and other materials as part of this contract. Steel posts and braces shall be standard steel posts, galvanized at the rate of 2 oz/ft^2, together with necessary hardware and wire clamps meeting specified requirements.

6. Timber posts shall meet the material requirements of Specification Section 954. Timber line posts are to be minimum 4" in diameter. Timber corners, pull, approach and end posts are to be a minimum of 5" in diameter.

7. Chain link fabric, post, truss rods, tension wires, tie wires, stretcher bars, gates and off miscellaneous fittings and hardware shall meet the requirements of AASHTO and ASTM.

8. Fence installation shall be performed in strict compliance with all applicable FDOT and ASTM standards including wire ties, concrete bases, post assemblies, etc.

9. Unless otherwise specified, gates shall be commercially available metal swing or sliding gates assembled and installed in accordance with the manufacturer's specifications as approved by the County's Representative. Chain link swing gates in accordance with Index No. 802 may be substituted for metal swing gates as approved by the County's Representative. Gate size is full opening width whether single leaf or double leaves. Payment for gates shall include the gate, single or double, fabric, all necessary hardware for installation and any additional length and/or size for posts at the opening.

10. End post assemblies shall consist of: one end post, one approach post, two braces, four diagonal tension wires and all necessary fittings and hardware. Pull post assemblies shall consist of: one pull post, two braces, four diagonal tension wires and necessary fittings and hardware. Corner post assemblies shall consist of: one corner post, two approach posts, four braces, eight diagonal tension wires and all necessary fittings and hardware.

11. All posts, braces, tension wires, fabric, tie wires, Class NS concrete, and all miscellaneous fittings and hardware shall be included in the cost for fence. Fencing shall be inclusive of the lengths of pull, end and corner post assemblies, but exclusive of gate widths.

    End, pull and corner post assemblies shall be in concrete as detailed above for all soil conditions other than solid rock. Concrete for bases shall be Class NS Portland cement concrete as specified in Section 347 of the Standard Specifications or a packaged, dry material meeting the requirements of a concrete under ASTMC-387. Materials for Class NS concrete may be proportioned by volume and/or by weight.

12. The Contractor shall provide certified test reports from the manufacturer confirming that all materials (posts, braces, fabric and all other accessories) conform to the requirements of this contract.

13. The Contractor shall be responsible for removal of work determined not to be in compliance with these requirements at no cost to the County.

The Contractor shall be responsible for damages to the turf, curbs, mailboxes, sign posts and bases, delineator posts, fences (including electronic), guys, landscaped areas, pavement, etc. The Contractor shall restore it to its original condition and/or replacement thereof, prior to the end of the project. Rut damaged areas shall be cut-out, backfilled with clean fill dirt and appropriate sod shall be put back. Disturbed sodded areas more than 4-inches wide shall be restored to original condition by removing 1-foot along the area and re-sodding with adequate sod. Sodded areas shall be maintained as specified in these specifications. No additional compensation will be provided to the Contractor for repairs to damages as specified above.

All work areas including areas with debris shall be barricaded at all times. The Contractor shall not leave work areas open during Holidays, Holiday weekends, or any other non-working time. When pedestrian traffic is impeded by work operations; barricades or other restraints shall be used to keep pedestrians from the work site.

14. The Contractor shall regularly keep the work site free from accumulations of waste materials, rubbish and debris from and about the work site as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean, safe, and ready for occupancy by the County. The Contractor shall restore to their original condition those portions of the work site, such as staging and stockpile areas, not designated for alteration by the Contract Documents. This shall include returning the area to the proper grade and slope as well as replacing sod, etc.

15. **FENCE MATERIAL**

a. Chain Link Fabric – Two (2") inch mesh woven from nine (9) gauge steel wire, five (5') feet and six (6') feet in height.

b. End, Corner and Pull Posts – Two and three-eights (2 3/8") inch O.D. steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C Heavy Industrial Fence.

c. Gate Posts – Four (4") inch O.D. steel pipe shall conform to ASTM F 1083 Group 1A Heavy Industrial Fence.

d. Gate Frames and Intermediate Posts – Two (2") inch O.D., steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C Heavy Industrial Fence.

e. Posts Braces and Top Rails – One and five-eights (1 5/8") inch O.D. steel pipe shall conform to ASTM F 1043 Group 1A and 1C, Light Industrial Fence.

f. Tension Wire – Nine (9) gauge spring coil.

g. Accessories – Steel.

h. Coatings – Pre-galvanized with one-point-two (1.2) ounces of zinc per square foot, applied after weaving of fabric and following fabrication for all other ferrous metal items. Poly (Vinyl Chloride) (PVC) – Coated Steel Chain –Link Fence Fabric – Specification F 668.

16. **INSTALLATION OF POSTS**

a. Concrete – Two-thousand-five-hundred (2,500) PSI concrete shall be used for installation of all posts.

b. Corner and Gate Posts – Set three (3') feet deep in twelve (12") inch diameter concrete footings.

c. Line Posts – Set two (2') feet deep in eight (8") inch diameter concrete footings and install no more than ten (10) feet O.C.

d. Top Rail (when applicable) – Provide means for attaching top rail securely to each gate, corner, pull and end post. Run rail continuously through post caps, bending to radius for curved runs, bottom tension wire shall be installed unless otherwise specified.

17. **INSTALLATION OF FENCING**

a. Fencing shall be installed to proper grade, alignment and plumb, with corner posts and bracing provided at all angles in alignment.

b. When top rail is not ordered by the County's Representative, tension wire shall be installed along the top and bottom of fence.

c. Wire Ties: For tying fabric to line posts, use wire ties spaced twelve (12") inches O.C. For tying fabric to rails and braces, use wire ties spaced twenty-four (24") O.C. For tying fabric to tension wire, use hog rings spaced twenty-four (24") inches O.C.

18. **INSTALLATION OF GATES**

Install gates plumb, level and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by the manufacturer. Adjust hardware for smooth operation and lubricate when necessary. Gate installations shall include fabric and all hardware, i.e., hinges, latches, rollers, wheels and wire ties.

19. **STANDARD HOURLY LABOR RATE**

This is for miscellaneous fencing efforts not covered by services under this contract and shall not be used for removal of existing fencing or transportation. This rate shall be used for all related costs such as unusual fabrication and minor brush and limb clearing, etc. NOTE: Clearing will not include anything in excess of three (3) inches in diameter for work performed during the County's business days/hours, Monday through Friday, 8:00 AM to 5:00 PM.

20. **NON STANDARD LABOR RATE**

When authorized by the County's Project Manager, emergency call-out services may take place between the hours of 5:01 P.M. and 6:59 A.M. Monday through Friday or on Saturdays, Sundays or County holidays.

21. **AS-BUILT**

The Contractor shall submit as-built sketches for assigned projects under this contract to include services and quantities/measurements of work completed and accepted by the County. The "as built" drawings shall be redlines of the original project drawing that was provided by the County at the initial site meeting unless otherwise authorized by the County's Representative. Before and after pictures shall also be submitted with the as-built and invoice for the project. The cost for the as-built sketch and required pictures (including labor, materials and incidentals) shall be included on the unit prices for services provided under this contract.

22. **MEASUREMENT AND PAYMENT**

All measurement for payment shall be based on the completed work performed in strict accordance with drawings and specifications. All work completed under this contract shall be measured by the Contractor in the presence of the County's Representative. The unit prices submitted on the Bid Response Form shall constitute full compensation for the work completed. Maintenance of Traffic and Mobilization shall be included in the unit prices for the services.

23. **FINAL INSPECTION**

Upon written notice from the Contractor that the project is complete, the County's Representative will make a final inspection with the Contractor and notify the Contractor in writing of any deficiencies in the project. The Contractor shall correct all deficiencies within three (3) workdays or as agreed to by the County's Representative and before final acceptance and payment is made. If a re-inspection is required, the County will assess an eighty ($80.00) dollar fee to the Contractor. The eighty ($80.00) dollar fee, shall be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee shall be deducted from the final invoice for that Delivery order.

24. FINAL INSPECTION FOR PAYMENT

After the Contractor has corrected any and all deficiencies to the satisfaction of the County's Project Manager or designee, the Contractor shall submit a final invoice for services provided.

The Contractor shall be required to submit with the final invoice for each project effective final release or waivers of lien from the Contractor and all sub-contractors which performed services for the Contractor pursuant to the contract documents. The Contractor shall supply "as built" drawings for each project, which shall accompany the invoice. Warranties for each project shall accompany invoices; the warranties shall be for one (1) year, the start date shall be the project acceptance date found on the approved work order and the end date shall be one (1) year (365 days) later. The Contractor shall submit this information and the final invoice no later than two weeks (14 calendar days) after final inspection and acceptance has been made. Failure to comply with proper invoicing requirements may result in termination of this contract.

25. PERFORMANCE ISSUES

The County shall hold the Contractor responsible for meeting all of the Contractor's obligations. If performance issues arise that cannot be resolved between the Contractor and the County's Representative, the matter shall be referred to the Procurement Division for appropriate action.

SUB-TOTAL BID ITEMS FOR CFX #133,635

WORK ORDER ALLOWANCE #10,000

143,635

LOT B, COUNTYWIDE

6' Height

1.	No top rail, three strands of security barbed wire and fence fabric installed with barbs on top	1,000 LF	X	$ 11.25	= $ 11,250.00
2.	With top rail and three strands of security barbed wire	1,000 LF	X	$ 12.46	= $ 12,460.00
3.	With top rail (no barbed wire)	1,000 LF	X	$ 11.91	= $ 11,910.00
4.	With no top rail (no barbed wire)	500 LF	X	$ 10.70	= $ 5,350.00

10,000 LF #107,000

6' Height (Vinyl Coated, Color as requested)

5.	No top rail, three strands of security barbed wire and fence fabric installed with barbs on top	500 LF	X	$ 13.75	= $ 6,875.00
6.	With top rail and three strands of security barbed wire	500 LF	X	$ 15.80	= $ 7,900.00
7.	With top rail (no barbed wire)	5,000 LF	X	$ 14.15	= $ 70,750.00
8.	With no top rail (no barbed wire)	2,500 LF	X	$ 12.36	= $ 30,900.00

1,000 LF #12,360

6' Height Wood Fence

9.	6' Wood Fence, 10 foot sections (repair/replacement only) no new installs	25 EA	X	$ 20.00	= $ 500.00
10.	6' Wood Boards/Slats	250 EA	X	$ 1.00	= $ 250.00

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE		TOTAL EST. BID
5' Height						
11.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	500 LF	X	$ 12.10	=	$ 6,050.00
12.	With top rail, without barbed wire	500 LF	X	$ 13.20	=	$ 6,600.00
5' Height (Vinyl Coated, Color as requested)						
13.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	1,500 LF	X	$ 11.18	=	$ 16,770.00
14.	With top rail, without barbed wire	3,000 LF	X	$ 12.95	=	$ 38,850.00
5' Height Wood Fence						
15.	5' Wood Fence, 10 foot sections (repair/replacement only) no new installs	25 EA	X	$ 18.00	=	$ 450.00
16.	5' Wood Boards/Slats	250 EA	X	$ 1.00	=	$ 250.00
4' Height (Residential – 11 ½ gauge)						
17.	No top rail, no security barbed wire, and fence fabric installed with barbs on top. Tension wire on the top and bottom	500 LF	X	$ 5.00	=	$ 2500.00
18.	With top rail, without barbed wire	500 LF	X	$ 6.00	=	$ 3000.00
4' Wood Fence						
19.	4' Wood Fence, 10 foot sections (repair/replacement only) no new installs	25 EA	X	$ 18.00	=	$ 450.00
20.	5' Wood Boards/Slats	250 EA	X	$ 1.00	=	$ 250.00

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE		TOTAL EST. BID
Gates (Regular chain link) Includes all hardware necessary for installation)						
21.	10' wide x 5' high double wide	10 EA	X	$ 385.00	=	$ 3,850.00
22.	14' wide x 6' high double wide	10 EA	X	$ 440.00	=	$ 4,400.00
23.	4' wide x 5' high walk gate	10 EA	X	$ 230.00	=	$ 2,300.00
24.	4' wide x 6' high walk gate	10 EA	X	$ 275.00	=	$ 2,750.00
25.	20' wide x 5' high double wide	10 EA	X	$ 550.00	=	$ 5,500.00
26.	20' wide x 6' high double wide	10EA	X	$ 660.00	=	$ 6,600.00
Gates (Vinyl Coated, Color as requested) Includes all hardware necessary for installation)						
27.	10' wide x 5' high double wide	25 EA	X	$ 550.00	=	$ 13,750.00
28.	14' wide x 6' high double wide	10 EA	X	$ 600.00	=	$ 6,000.00
29.	4' wide x 5' high walk gate	10 EA	X	$ 250.00	=	$ 2,500.00
30.	4' wide x 6' high walk gate	25 EA	X	$ 275.00	=	$ 6,875.00
31.	20' wide x 5' high double wide	10 EA	X	$ 550.00	=	$ 5,500.00
32.	20' wide x 6' high double wide	10 EA	X	$ 800.00	=	$ 8,000.00
Miscellaneous						
33.	Top Rail	500 LF	X	$ 2.00	=	$ 1,000.00
Posts: (Includes hardware)						
4 inch -						
34.	for 6 ft high fence	25 EA	X	$ 120.00	=	$ 3,000.00
35.	for 5 ft high fence	25 EA	X	$ 100.00	=	$ 2,500.00
36.	for 4 ft high fence	25 EA	X	$ 25.00	=	$ 625.00
37.	price for coating/matching paint	75 EA	X	$ 10.00	=	$ 750.00

10 EA $4,400

2 EA $1200

20 EA $2400

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE		TOTAL EST. BID
	3 inch –					
20 EA $500	38. for 6 ft high fence	50 EA	X	$ 25.00	=	$ 1,250.00
	39. or 5 ft high fence	50 EA	X	$ 30.00	=	$ 1,500.00
	40. for 4 ft high fence	50 EA	X	$ 30.00	=	$ 1,500.00
	41. price for coating/matching paint	150 EA	X	$ 1.00	=	$ 150.00
	2 ½ inch –					
	42. for 6 ft high fence	250 EA	X	$ 25.00	=	$ 6,250.00
	43. for 5 ft high fence	100 EA	X	$ 20.00	=	$ 2,000.00
	44. for 4 ft high fence	100 EA	X	$ 18.00	=	$ 1,800.00
	45. price for coating/matching paint	450 EA	X	$ 5.00	=	$ 2,250.00
	2 inch –					
50 EA $275	46. for 6 ft high fence	50 EA	X	$ 5.50	=	$ 275.00
	47. for 5 ft high fence	200 EA	X	$ 5.00	=	$ 1,000.00
	48. for 4 ft high fence	50 EA	X	$ 4.50	=	$ 225.00
	49. price for coating/matching paint	300 EA	X	$ 1.00	=	$ 300.00
	1 ½ inch –					
100 EA $500	50. for 6 ft high fence	100 EA	X	$ 5.00	=	$ 500.00
	51. for 5 ft high fence	50 EA	X	$ 5.00	=	$ 250.00
	52. for 4 ft high fence	100 EA	X	$ 4.50	=	$ 450.00
	53. price for coating/matching paint	50 EA	X	$ 2.00	=	$ 100.00

LOT B, COUNTYWIDE, CONTINUED

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY		UNIT PRICE		TOTAL EST. BID
54.	Concrete (slab base)	50 YDS	X	$ 20.00	=	$ 1,000.00
55a.	Removal of existing fence (price will include disposal)	2500 LF	X	$ 1.00	=	$ 2,500.00
55b.	Standard hourly labor rate, Monday through Friday, 8:00 AM to 5:00 PM (not to be used for removal or debris disposal)	3000 HRS	X	$ 10.00	=	$ 30,000.00

5,000 LF
#5000

TOTAL ESTIMATED BID OF LOT B $ 362,415.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

STATE OF FL

COUNTY OF Orange

BEFORE ME, this day, personally appeared Karen M. Grimsley
(Contractor's Name)
who says that all of the vehicles operated or caused to be operated by said Contractor, are registered in the State of Florida, in accordance with Section 337.11(13) F.S. (2010).

(Contractor's Signature)

Typed Name: Karen M. Grimsley

Position: Manager

Company Name: KMG Fence, LLC

Company Address: 1031 Crown Park Cir.
Winter Garden, FL
34787

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

VEHICLE REGISTRATION

****

STATE OF FL

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7/13/15 (Date) by

KAREN M. GRIMSLEY
(Name of Officer or agent, title of officer or agent)

of KMG fence, LLC
(Name of Corporation acknowledging)

FL corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced _____
(Type of identification)

as identification and did (did not) take an oath.

FF225715 Notary Public, Commission No.

Kasey Chenea (Name of Notary typed, printed or stamped)

KASEY DAE CHENEA
MY COMMISSION # FF225715
EXPIRES April 30, 2019
FloridaNotaryService.com

Title or Type of Document _____ (Optional)

Number of Pages ____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)

(SEAL ABOVE)

CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Joann Chizlett
Director of Special Projects

DATE: June 8, 2016

SUBJECT: Approval of an Operations Agreement with PayTollo for Toll Collection Services via a Cell Phone Application

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Board approval is requested to enter into an operations agreement with PayTollo to allow PayTollo to collect tolls via their cell phone application once successful test results have been achieved. The agreement and associated business rules are attached.

At the January 14, 2016 board meeting, the CFX board approved contract number 001177 that enabled CFX to participate in proof of concept testing. The scope of work contained in that agreement anticipated that the parties would enter into an operations agreement that becomes effective upon written approval from the Executive Director that acceptable test results have been achieved.

The Board will be notified before the PayTollo application receives final written approval to move into production.

Reviewed by: _____

Contract No. _____

AGREEMENT RELATED TO TOLL COLLECTION SERVICES BETWEEN CFX AND PAYTOLLO

This Agreement dated _____, 2016 (the "Effective Date") is entered into by and between the Central Florida Expressway Authority, a body politic and agency of the State of Florida, having offices at 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX "), and PayTollo, Inc., a Delaware corporation, having offices at 1 West Campbell Avenue, Suite E 45, Campbell, California 95008 ("PayTollo"), registered and authorized to conduct business in the State of Florida.

RECITALS

WHEREAS, CFX is a party to the State of Florida Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement dated March 8, 2002, as amended and is incorporated by reference herein; and

WHEREAS, PayTollo is a company that provides an alternative way for people to pay tolls by using a cellular telephone application that tracks information from geo-fences, and PayTollo warrants that its Product is novel and unique; and

WHEREAS, CFX is an agency of the State of Florida, created by Florida Statutes § 348.753, and is empowered to build and support an expressway system in the Central Florida area; and

WHEREAS, CFX 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, by Contract No. 1177, effective January 14, 2016, the parties agreed to test PayTollo's product subject to the terms and conditions written therein; and

WITNESSETH

NOW, THEREFORE, in consideration of the promises and covenants of this Agreement, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated by reference herein.

2. Scope of Work and Operations.

A. Business Rules/ Operations Plan. PayTollo and CFX agree to abide by the Business Rules/Operations Plan attached as **Exhibit A** and incorporated herein by reference, which defines data exchanges and requirements for billing, collections, data transmittal reporting and reconciliation. The Business Rules/Operations Plan may be updated for technical or administrative changes that are neither material nor substantive with the written approval of the CFX Executive Director and PayTollo.

B. It is agreed that PayTollo customers will be identified as a PayTollo E-PASS fleet in the CFX customer service system and CFX interoperability partners will be paid through the State of Florida Interagency Electronic Toll Collection Interoperability and Reciprocity Agreement dated March 8, 2002, as amended from time to time. The terms and conditions in any prior CFX Fleet Agreement are superseded by this Agreement. Subject to the terms of this Agreement, CFX will process PayTollo transactions after verification of PayTollo license plate reads.

C. Accuracy and performance requirements. The PayTollo Product tracks vehicles from geo-reads and uses the geo-reads to log tolls. PayTollo agrees to operate within the accuracy and performance requirements of CFX. All geo-reads and all logging of tolls must be tracked and reported by PayTollo to CFX on a weekly basis. PayTollo shall track all applicable toll points in the state of Florida and make sure that PayTollo's geo-fencing system accurately captures those toll points and rates and other areas compatible with E-PASS.

3. Customer Support.

A. PayTollo agrees to provide customer support and timely respond, address, and resolve customer issues.

B. CFX shall have no obligation to provide support, maintenance, technical assistance, or customer support to PayTollo for its Product or its services.

4. Reporting Requirements.

A. PayTollo will prepare weekly reports itemizing all tolls collected.

B. For the initial 6 month period of this agreement, PayTollo will provide weekly accuracy reports describing any and all performance and operational issues, the cause, and the solution. The accuracy of its geo-fence reads will be included in this report.

C. Following the initial six (6) months of this agreement, PayTollo will provide weekly accuracy reports describing any and all performance and operational issues (including errors, discrepancies, glitches, bugs, or other concerns), the cause, and the solution. The accuracy of its geo-fence reads will be included in this report.

D. When independent testing of geo-fence reads show a high degree of accuracy, the parties may renegotiate processing and other charges.

5. Audit.

A. CFX reserves the right upon reasonable notice and up to two (2) years after termination of this Agreement to conduct an audit of PayTollo's records in order to verify the accuracy and timely payment of tolls and compliance with the approved Business Rules/ Operations Plan.

B. PayTollo's fees, service charges, surcharges and other expenses charged to its customers will be summarized in weekly reports, which will be available for inspection as part of CFX's audit function. PayTollo's records shall be maintained for a period of no less than five (5) years.

6. Payment.

A. Amount of Toll. For all tolls processed by PayTollo and confirmed by CFX, PayTollo shall remit to CFX the electronic toll rate.

B. Cost of Image Review and Additional Costs. In addition to the electronic rate, PayTollo shall remit to CFX the actual cost of image review for PayTollo transactions on the CFX System. The current cost of image review is 7.5 cents, which may be adjusted based on an independent audit of the cost to review an

image at CFX's option. In the event additional charges or fees are incurred or imposed by other tolling authorities, PayTollo will remit the additional expense based on the actual transaction charges and fees paid by CFX to the other tolling authority.

C. Deposit. A deposit equal to $2,000 or the average weekly remittance amount for the previous quarter, whichever is greater, from PayTollo will be maintained in an account held by CFX. If PayTollo does not make timely payment of the tolls and charges it flags or collects to CFX, then CFX will automatically deduct the amount due from the deposit on account. In the event that the deposit is insufficient to cover the average weekly remittance, CFX has the right to immediately cease processing PayTollo transactions, declare PayTollo in default, and terminate this Agreement.

D. Limitation on Additional Amounts imposed by PayTollo. PayTollo will charge its customers no more than the cash rate plus 20 cents. If the cost of image review exceeds 7.5 cents for any tolling authority, the amounts charged to PayTollo customers will be readdressed by supplemental agreement to reflect the increase in processing charges. PayTollo can charge its customers a bundling fee of 40 cents per bundle not more than once every ninety-six (96) hours.

E. Disclosure. PayTollo shall fully disclose to CFX, prior to its imposition of same on its customer, all fees, service charges, surcharges, and other expenses proposed to be charged by PayTollo to its customers. So as to preserve the goodwill and reputation of CFX and for the health, safety, and welfare of the public, all such charges and fees imposed upon the customers must be fair and reasonable in amount, and CFX shall have the right to approve or disapprove such fees, charges, or expenses.

F. Transfer of Funds from PayTollo. All tolls processed by PayTollo and confirmed by CFX must be remitted to CFX. The remittance period will initiate with a weekly wire transfer. In the event the average remittance amount reaches a material amount, as determined by both CFX and PayTollo, the remittance period may be reduced from weekly to less than weekly up to daily. No less than weekly, and more frequently as transactional volumes increase, PayTollo shall transfer tolls, image review costs, service fees, charges, penalties, and any other associated amounts, to CFX with a report detailing the basis for the payments. The payment and report shall be provided in a format reasonably requested by CFX and shall include for each toll collected: (1) a transaction identification number; (2) the electronic toll payment amount; (3) the number of axles registered by PayTollo's Customer; (4) the license plate of the vehicle the toll payment is to be applied towards; (5) the toll location; (6) the date and time the vehicle travelled through the toll location according to the PayTollo Product; and (7) the total amount collected from the customer including all markups and fees paid to PayTollo.

G. Reimbursements. All refunds of toll charges due and owing to a PayTollo's customer shall be paid by PayTollo to its customer, except in the case where CFX or one of CFX's Interoperability Partners erroneously overcharges a toll. In that case CFX will reimburse PayTollo for such overcharge (with CFX to recover any such overcharge directly from its Interoperability Partner, as appropriate), and PayTollo will reimburse its customer as determined by PayTollo and its customer.

H. Untimely Payments or Low Deposit. If PayTollo fails to timely pay the amount due to CFX or fails to maintain the minimum deposit, PayTollo shall be in default under this Agreement and CFX shall have the right, in its sole discretion, to immediately cease processing PayTollo transactions or immediately terminate the Agreement. At CFX's option and prior to any recommencement of processing, PayTollo shall have a period of thirty calendar days to cure said defaults, pay all sums

due and owing to CFX, and replenish the deposit, which may be increased at CFX's option. If PayTollo cures the default and replenishes the deposit, CFX has the right to re-commence processing PayTollo transactions. If PayTollo fails to cure said default within the specified time frame, CFX has the right to terminate this Agreement and CFX shall be entitled to exercise all of its rights provided in this Agreement or by operation of law. The fact that PayTollo's customers have not for any reason paid PayTollo for tolls paid to CFX by PayTollo shall not constitute a defense to PayTollo's default of any term under this Agreement, and shall not be grounds for any reimbursement to PayTollo.

7. **Default.** Additional events of Default include:

i. When the accuracy or performance of the PayTollo Product is deemed unsatisfactory based upon the requirements set forth in the Business Rules/Operations at CFX's sole discretion.

ii. If PayTollo customer service is deemed unsatisfactory at CFX's sole discretion.

iii. If PayTollo fails to comply with the requirements of this Agreement.

8. **PayTollo's Customer Agreement.**

A. As a condition of entering into and maintaining this Agreement, PayTollo shall furnish to CFX evidence of its customer agreements. If at any time during the term of this Agreement all of the agreements between PayTollo and its customers are terminated and no longer in force or effect, then CFX may terminate this Agreement in accordance with the Termination Clause in paragraph 14. Copies of the agreements between PayTollo and its customers shall be made available to CFX upon its request, and shall become a public record when delivered to CFX. In accordance with the provisions of Sections 688.001, 812.081 and 815.045, Florida Statutes, in the event that PayTollo deems that the agreements or relevant portions thereof contain trade secrets of value to PayTollo for use in its business, then and in that event PayTollo must make measures to prevent the agreement or applicable portions thereof from becoming available to unauthorized persons, including, without limitation, conspicuously marking the agreements as "Trade Secret, confidential and exempt from Section 119.07(1), and Article I, Section 24(a) of the Florida Constitution," prior to delivery of the agreements to CFX, along with any other reasonable measures to maintain its secrecy, including, without limitation, seeking at its own cost and expense protective orders to prevent the release or disclosure of such information.

B. PayTollo shall prominently place the following information in each of its contracts with its customers and shall require that its customers clearly and concisely advise their customers of the following:

i. The Agreement is between PayTollo and the Customer.

ii. A transponder that can be read on Florida toll roads in the vehicle will override the PayTollo application.

iii. PLEASE BE ADVISED that if your vehicle runs a toll and the payment is not timely submitted to the appropriate toll authority, then you are subject to enforcement procedures incorporated in the rules and policies promulgated by the toll authority and as set forth in the Florida Statutes.

iv. Customer disputes with PayTollo will be resolved by PayTollo. If you have any issues with PayTollo, including but not limited to

complaints involving payments to PayTollo for tolls that are not registered as paid by the appropriate toll authority, by using this Product, you expressly agree that any and all disputes arising out of your use of the Product must be resolved by PayTollo, not CFX, its Interoperability Partners, or any other toll authority. CFX or any other toll agency in the State of Florida shall not have any obligation or liability to you with respect to the use, misuse, or performance of the Product. PayTollo releases CFX, its Interoperability Partners, and other tolling authorities from any and all claims or damages arising out of, connect with or related to the use of the Product.

v. You acknowledge and agree that any governmental entity may use the data from the Product to collect anonymous traffic, travel, or other statistical information.

vi. The invalidity of any portion of this Agreement shall not affect any other portion of this Agreement, which shall remain in full force and effect. Any remaining valid and enforceable portion(s) of the Agreement shall operate and be interpreted as closely to the original intent as legally possible.

vii. This Agreement shall be deemed to have been executed and will be performed in Orange County, Florida. All disputes and questions on interpretation shall be governed by and construed in accordance with the laws of the State of Florida, and the parties agree that the exclusive venue for any action or proceeding arising hereunder shall be in Orange County, Florida.

9. License of Intellectual Property Rights.

A. License. The license granted by PayTollo under the terms of this Agreement shall be a limited non-exclusive license of intellectual property rights to CFX to the extent that is necessary for PayTollo to provide its Product to its customers in Florida. CFX shall not be a party to any agreement(s) between PayTollo and any of its customers. Claims or disputes between PayTollo and any of its customers, including but not limited to, nonpayment of tolls or fees by its customer to PayTollo shall be resolved or litigated solely between PayTollo and its customer. CFX and PayTollo agree that CFX is not an intended third party beneficiary of the agreement between PayTollo and its customer. PayTollo also agrees that PayTollo shall look only to its customer, not CFX, for the tolls and fees due to PayTollo by its customer. Nothing contained in this Agreement shall limit CFX or CFX's Interoperability Partners from granting to third parties licenses or other rights for the same or similar toll collection services, and shall not limit in any manner CFX or CFX's Interoperability Partners from making any toll collection service available directly to any person or entity.

B. No Obligation to Promote. CFX shall have no obligation to promote or market the Product on behalf of PayTollo.

C. Use of CFX Trademarks. PayTollo has no right to use CFX's name or any logo, trademark, service mark or any other intellectual property right of CFX.

D. Exclusive Right to Process. CFX's exclusive right to process Product transactions for all other toll agencies or entities in the state of Florida for a period of at least five (5) years from January 14, 2016, pursuant to Contract No. 001177, is reiterated and confirmed. This provision survives the termination of this Agreement.

10. Public Records Act; Confidential Information.

A. Public Records. The laws of the State of Florida, including the Florida Public Records Act, as provided in, Chapter 119, F.S. require procurement records and other records to be made public unless otherwise provided by law, and this Agreement and other materials relating to this Agreement may be available through public records request.

B. Compliance with the Public Records Act. PayTollo acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that PayTollo is subject to the Public Records Act and has public records, including public records that have not yet been delivered to CFX, PayTollo agrees to comply with Section 119.0701, Florida Statutes, and to:

i. Keep and maintain public records that ordinarily and necessarily would be required by CFX in order to perform the service.

ii. Provide the public with access to public records on the same terms and conditions that CFX would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

iv. Meet all requirements for retaining public records and transfer, at no cost, to CFX all public records in possession of PayTollo upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CFX in a format that is compatible with the information technology systems of CFX.

v. If the Contractor does not comply with a public records request, CFX has the right to enforce the contract provisions in accordance with the contract.

C. Confidential Customer Information. Each party acknowledges and agrees that certain materials that each may share with the other may constitute and contain valuable trade secrets of that party, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, each party agrees to treat (and take precautions to ensure that its employees treat) such materials as are clearly marked in writing as confidential and delivered in such a manner that reflects its confidential status in accordance with the confidentiality requirements and conditions set forth below. CFX is obligated to protect and keep confidential all confidential information related to CFX's customers. PayTollo will work in conjunction with CFX to confirm the functionality of its Product, but CFX will not share its confidential customer information with PayTollo. Instead, to the extent required to process transactions, PayTollo will share its customer information with CFX.

D. Maintaining Confidential Information. Each party agrees to keep confidential all confidential information, including but not limited to account numbers and social security numbers, disclosed to it by the other party as required by law and in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information).

E. Duration. The obligations of confidentiality provided herein shall survive expiration or termination of this Agreement.

11. Indemnification.

A. PayTollo shall be solely responsible for and shall indemnify, defend and hold CFX, its directors, officers, employees and agents and CFX's Partners ("CFX Indemnitees") harmless from all liabilities, costs, claims, expenses fines, fees, penalties, suits or proceedings (including reasonable attorney's fees), demands, liabilities, damages, injuries (including death) (collectively a "Claim") arising from or in connection with: (i) any claims of infringement of third party intellectual property rights arising out of or related to the Product; (ii) any breach of its representations, warranties or obligations set forth in this Agreement; (iii) the performance of this Agreement by PayTollo or its employees, agents, servants, partners, principals; (iv) any negligence or willful misconduct by PayTollo; (v) any claim made by or on behalf of PayTollo's Customers arising out of or related to the Product; or (vi) any claim made by or on behalf of any other person arising out of or related to the Product, excepting only those claims arising from the sole negligence of CFX, its officials, or employees. All indemnification obligations in this Agreement are conditioned upon the party seeking indemnification: (i) promptly notifying the indemnifying party in writing of any claim or liability of which the party seeking indemnification becomes aware (including a copy of any related complaint, summons, notice or other instrument); provided, however, that failure to provide such written notice within a reasonable period of time shall not relieve the indemnifying party of any of its obligations hereunder except to the extent the indemnifying party is prejudiced by such failure; (ii) cooperating with the indemnifying party in the defense of any such claim or liability (at the indemnifying party's expense); and (iii) not compromising or settling any claim or liability without prior written consent of the indemnifying party.

B. In addition, PayTollo shall defend CFX and CFX's Interoperability Partners from any claims, disputes, actions, or causes of action that relate to or arise out of PayTollo's services or the use of the Product.

C. In the event that CFX and/or CFX Interoperability Partners ("Parties Seeking Indemnification") notify PayTollo of their intent to seek indemnification and/or defense under Paragraph 10.A. and/or 10.B., PayTollo shall have the right to choose counsel to defend the Parties Seeking Indemnification, provided that CFX and any other Parties Seeking Indemnification consent in writing to PayTollo's choice of counsel.

12. Insurance Requirements.

A. PayTollo shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering PayTollo's Product and activities and those of any and all subcontractors (including officers, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by the CFX. Compliance with the insurance requirements below shall not relieve or limit PayTollo's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of PayTollo's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does

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

B. PayTollo shall require all insurance policies in any way related to the work to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. PayTollo shall require of sub-contractors, 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, PayTollo 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. At PayTollo's expense, all limits must be maintained. All insurance coverage required of PayTollo shall be primary over any insurance or self-insurance program carried by CFX.

C. Commercial General Liability: 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. CFX shall be listed as an additional insured utilizing an endorsement Form.

D. Workers' Compensation Coverage: Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements).

E. Prior to the expiration of the Certificate of Insurance, PayTollo shall provide CFX with a renewed Certificate of Insurance. PayTollo shall be responsible for any deductible it may carry. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

13. Assumption of Risk; Release.

A. PayTollo, on behalf of its employees, contractors, and agents, assumes the risk associated with any activities arising out of this Product or the use of the Product. PayTollo, on behalf of itself, its employees, contractors, and agents, hereby releases CFX, its officials, officers, employees, contractors and agents from any and all liability, loss, claims, damages, costs and expenses of any nature in connection with any claim, injury or damage to any person or any real or personal property which PayTollo and its employees, contractors, or agents may suffer or incur in connection with the Product or the use of the Product.

14. Term and Termination.

A. Term. This Agreement will commence upon the delivery of written acceptance of the beta test results and written approval by the CFX Executive Director.

B. This Agreement shall be for an indefinite term and shall continue in full force and effect until terminated as set forth herein.

C. Termination. This Agreement may be terminated as follows:

i. By the mutual written agreement of the parties; or

ii. At any time that CFX has notified PayTollo in writing that PayTollo is in default of this Agreement and said default has remained uncured after the passage of the cure period provided in such default notice, if any. If no cure period is specified, the cure period shall be thirty days. Default shall be defined as a failure of PayTollo to perform or otherwise observe any of its obligations under this Agreement.

D. Effect of Termination. In the event that this Agreement is terminated by either party, PayTollo agrees to promptly notify its customers in writing within twenty-four (24) hours of notification of termination of this Agreement, to cease collecting tolls and fees, and to remit all payments due. PayTollo shall simultaneously provide CFX a copy of its written notification to its customers. PayTollo shall be responsible to CFX for all tolls incurred by its customers up to and including the effective date of the termination of this Agreement or three (3) business days following PayTollo's written notification of its customers, whichever occurs last. This financial obligation of PayTollo shall survive the termination of this Agreement and shall remain binding and enforceable until all of the toll charges incurred by PayTollo's customers are paid in full to CFX.

i. Termination of the Agreement shall not relieve either party of its contractual rights and obligations arising or incurred hereunder prior to the date of termination.

ii. In the event that PayTollo breaches the exclusive right to process granted to CFX, the parties agree that CFX should be compensated in the amount of 5% of PayTollo's gross revenue in Florida for the period of noncompliance as liquidated damages.

E. Survival. The provisions pertaining to Audit, Reimbursement, Public Records and Confidential Information, Indemnification, and Release shall survive the termination or expiration of this Agreement.

15. Priority. This terms in this Agreement shall control over any conflicting or contradictory clause in any attachment to this Agreement.

16. Miscellaneous.

A. Compliance with Law. PayTollo represents and warrants that it will comply with all laws applicable to it in connection with this Agreement during the Term.

B. Choice of Law; Venue. This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

C. Notice. All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been duly given if mailed first-class, certified postage prepaid, addressed as follows:

To the AUTHORITY:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
407-690-5000
Attn: Executive Director

To PAYTOLLO:

PayTollo Inc.
Attn: Abinezar Yohalashet
1 W. Campbell Ave. Suite E-45

Campbell, CA 95008
415-506-9208

D. No Assignment. No party shall transfer, assign or delegate this Agreement or any rights or obligations hereunder, in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph shall be void and shall cause this Agreement to terminate immediately without notice.

E. Severability. If any provision of this Agreement is found by any court, tribunal or administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other Section or part of this Agreement.

F. Modifications, Amendments, Alterations and Waivers. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

G. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Unless expressly authorized to do so under this Agreement, no party will have the power to bind the other party or incur obligations on the other party's behalf without that party's prior written consent.

H. Force Majeure. No party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of military authorities, fire, floods, earthquakes, accidents or strikes, provided that such party gives prompt written notice thereof to the other parties.

I. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto.

J. No Modification. No term of this Agreement shall be modified, waived or changed except by an instrument in writing executed by all the parties.

K. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017. PayTollo certifies by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

L. No Contingent Fees. PayTollo warrants that it has not employed or obtained any company or person, other than their respective bona fide employees

to solicit or to secure this Agreement and that they have not paid or agreed to pay any company, corporation, individual or firm, other than bona fide employees to solicit or secure this Agreement. For the breach or violation of this provision, CFX shall have the right to terminate the Agreement without liability at its discretion.

M. Counterparts. This Agreement may be executed in two or more counterparts, and each counterpart will be deemed an original, but all counterparts together will constitute a single instrument. Executed counterparts delivered by e mail or facsimile transmission shall have the same force and effect as counterparts bearing original signatures.

N. No Third-party Beneficiaries. No provision of this Agreement is intended to or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any person or entity other than the parties.

O. Authority to Execute. Each individual signatory hereto warrants that he has the authority to execute this Agreement on his behalf, as well as on behalf of any entity that he represents.

P. Immunity from Liability. Nothing contained in this Agreement shall be construed as a waiver or attempt at a waiver by CFX of its sovereign immunity under the Constitution, the Florida Statutes, and laws of the State of Florida.

Q. Unauthorized Aliens. CFX shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If PayTollo knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

R. Interpretation of this Agreement. The Section headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. If any dispute arises concerning the meaning or construction of any term or terms of this Agreement, then no part or term of this Agreement shall be construed for or against any party as a drafting party. The parties hereto recognize that the drafting of this Agreement was the joint effort of all parties hereto.

S. Cooperation with Inspector General. Pursuant to Section 20.055(5), Florida Statutes, it is the duty of every contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. By signing this Agreement, PayTollo understands and will comply with this subsection.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this Agreement by their duly authorized signatures. This Contract was awarded by CFX's Board of Directors at its meeting on _____, 2016.

ACCEPTED AND AGREED TO BY:

PAYTOLLO INC.

By: _____

Name: _____

Title: _____

Date: _____

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

ATTEST:

By: _____
Welton Cadwell, Chairman

_____
Darleen Mazzillo, Executive Secretary

Date: _____, 2016

APPROVED AS TO FORM AND LEGALITY for the use and reliance by the Central Florida Expressway Authority only.

By: _____

Business Rules/Operations Plan for Toll Collection Services between CFX and PayTollo

DRAFT Revision: 1.11

Contract XXXX

June 7, 2016

Revision History

REVISION #	DATE	CHANGE DESCRIPTION	CHANGED BY
Initial Consolidated Draft	November 2, 2015	Initial Consolidated Draft.	PayTollo
Draft Revision 1.0	March 29, 2016	Revised to reflect changes in how PayTollo App works including removal of Pay-As-You-Go option.	PayTollo
Draft Revision 1.01	May 23, 2016	Draft submitted by PayTollo for review to become Exhibit A of the Agreement Related to Toll Collection Services Between CFX and PayTollo.	PayTollo
Draft Revision1.02	May 25, 2016	Multiple changes including addition of the cover page, revision history, table of contents, various business rule adjustments.	CFX
Draft Revision1.021	May 26, 2016	Further cleanup of previous version.	CFX
Draft Revision 1.022	May 31, 2016	Update document following discussion with Laura.	CFX
Draft Revision 1.023	June 2, 2016	Added additional language regarding accuracy testing and replaced old diagrams	CFX
Draft Revision 1.03	June 2, 2016	Final Draft submitted to PayTollo for additional input	CFX
Draft Revision 1.1	June 6, 2016	Incorporated PayTollo's feedback, Linda's feedback and address lingering formatting issues.	CFX
Draft Revision 1.11	June 7, 2016	Changed 6f to read "charged to" instead of "collected from" under Operational Rules – General Rules.	CFX

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Background

1. Payment Request: When CFX identifies a license plate number from an unpaid toll event that matches a plate in CFX's database of PayTollo customer plates, CFX sends a payment request to PayTollo in order to confirm payment. The possible responses from PayTollo are:
    a. **YES**: PayTollo is confirming payment to CFX and is charging the user.
    b. **NO**: PayTollo is NOT confirming payment, CFX should proceed in the I-toll waterfall for this unpaid toll event.
    c. **WAIT**: If the payment request is not a final attempt, CFX leaves the unpaid toll event as suspended and repeats the request later. The time interval (in minutes) and number of retries will be variable and is to be determined.
        i. E-PASS Customers: CFX leaves the unpaid toll event as suspended and repeats the request later to give the user a chance to respond.
        ii. Interoperable Partners: WAIT is not allowed.
2. Payment Modes: Currently there is one payment mode that a PayTollo user can select when creating their account. More payment modes may be added by PayTollo in the future.
    a. **Manual Pay**: Transactional function that bundles payment requests in 96 hour intervals.
3. Toll Event: A Toll Event is the entity in PayTollo's database that gets created when a user passes through the geo-fence for a toll plaza.
    a. Authorized: When a user passes through a geo-fence, an Authorized TollEvent gets created.
    b. PAID:
        i. When a payment request from CFX matches with an AUTHORIZED TollEvent, it changes to PAID.
        ii. A new PAID TollEvent is created when CFX sends a payment request and there is no matching AUTHORIZED or UNAUTHORIZED TollEvent in PayTollo's system.
    c. UNAUTHORIZED: A TollEvent changes from Authorized to UNAUTHORIZED when the user presses "UNATHORIZED" on the notification.
4. Selected Vehicle: A selected vehicle is the vehicle that the user is currently driving. It is displayed in the user's PayTollo dashboard and noted as the selected vehicle when an AUTHORIZED Toll Event is created. Selected vehicle exists at the device level.

5. Secondary Vehicle: Every vehicle besides the selected vehicle is added to a Toll Event as a secondary vehicle when the AUTHORIZED Toll Event gets created. The purpose of this is to protect the user if they forget to switch their selected vehicle when they switch cars in real life. When matching a payment request with a Toll Event, selected vehicle is preferred over secondary vehicle.
6. Registered Vehicle: refers to a vehicle that is in PayTollo's system.
7. Temporary Vehicle: A registered vehicle with an end date & time defined.
8. Deactivated / Inactive Vehicle: A vehicle that is past the end date & time. When a vehicle without an end date & time is deactivated, the end date & time gets set to the current time causing it to become inactive.
9. Deactivated Account: An account that no longer has any active vehicles, or is delinquent.
10. Inactive Account: If a user deletes their account or if the account has been delinquent for 93 days the account will become inactive.
11. Delinquent Account: A user is considered delinquent if their payments are no longer processing; i.e. expired card, zero or negative balance.
    a. Customer will be notified when they are about to become delinquent via email/sms. This occurs when a credit card payment fails to authorize.
    b. Once security deposit has been depleted account becomes delinquent.
12. Family Account: this refers to a PayTollo account where multiple people (phones) use the same login credentials to log in. There is nothing that a user has to do to turn an account into a family account.
13. Security Deposit: a security deposit will be held by PayTollo and kept on file for when a PayTollo customer's card is declined during the time of payment request. If payment request exceeds deposit value, PayTollo will respond "WAIT" to further payment requests, when 'WAIT" time has expired, PayTollo will respond "NO" to payment request and the account will be deemed delinquent.

Operational Rules

General Rules

1. CFX will place PayTollo at the top of their I-tolling hierarchy; meaning images from non-payment events in the lanes will be checked against PayTollo plates first.

2. PayTollo will be a valid form of payment in Florida toll lanes that are supported by image tolling.
3. PayTollo will not charge a customer for a toll until a payment request is made by CFX at the time of image review.
4. PayTollo customers that pass through a toll plaza with a valid transponder in their vehicle that is read by the in lane toll equipment will be charged to their transponder account.
5. CFX will include PayTollo plates in the plate files provided to interoperable partner agencies.
6. It is the responsibility of PAYTOLLO to:
    a. Pay CFX for every toll point CFX sends a payment request for that PayTollo has confirmed payment for (i.e. responded "YES").
    b. Provide reliable server uptime.
    c. Provide CFX with real-time updates of its customer plate list.
    d. Ensure that its customers know how to use its services and are cognizant of the implications of their actions.
    e. Charge its users for every toll point for which PayTollo has responded to the payment request with YES.
    f. Remit all tolls and fees charged to PayTollo customers where PayTollo has responded to the payment request with YES.
    g. Keep all toll rates and toll maps current with any changes for the state of Florida
7. It is the responsibility of CFX to:
    a. Store the list of all active PayTollo customer plates based on updates it receives from PayTollo.
    b. Ensure a payment request occurs for each identified PayTollo customer before proceeding with the I-tolling hierarchy.
    c. Send PayTollo a payment request that includes electronic and cash rate for every image that matches a PayTollo customer plate that it expects payment for.
8. CFX will not include PayTollo transactions in any discount programs offered to electronic toll customers, including but not limited to, the monthly frequency discount and beltway discount programs.

Payment Bundles

1. PayTollo will charge each PayTollo user every 96 hours for TollEvents by creating Payment Bundles.
2. TollEvents are bundled by performing a $20 pre-authorization on the user's credit card,

and then settling that pre-authorization 96 hours following the pre-authorization for the dollar amount equal to the user's TollEvents that CFX sent payment requests for during the 96 hour window plus PayTollo's convenience fee.

3. There is a $0.40 fee per payment bundle that will be charged by PayTollo to the user in addition to the cost of the tolls.
4. When a TollEvent converts to the status PAID:
    a. It will join an existing bundle if that has room for it (if this TollEvent plus the sum of the TollEvents that have already joined this bundle is less than the pre-authorization amount)
    b. It will create a new bundle & new $20 pre-authorization, if the existing bundle was already full (in which case the existing bundled will be settled) or if there is no existing bundle.

Failure Bundles

1. If the $20 pre-authorization fails, then a "Failure Bundle" is created instead of a Payment Bundle, whose pre-authorization amount is the value of the user's security deposit.
2. TollEvents will continue to join this bundle until it fills up, at which point PayTollo will begin responding NO to payment requests for interoperable partners. If the payment request is not for an interoperable partner and if the payment request is not a final attempt, PayTollo will respond with WAIT to give the user as much time as possible to fix their payment method.
3. The user's security deposit will begin to get consumed when PayTollo needs to remit money to CFX for the TollEvents in the Failure Bundle.
4. When the user fixes the payment method or adds a new payment method, the payment method will be pre-authorized for the amount required to restore their security deposit and to convert the Failure Bundle into a regular $20 pre-authorization bundle.

Delinquent User

1. A user is delinquent if their account has a Failure Bundle. On the 93rd day of delinquency, the user's account will be deactivated: their vehicles will be deactivated, their payment methods will be deleted, and the remaining amount of their security deposit, if any, will be refunded.

API Rules

1. PayTollo's response to CFX's payment request is YES:
    a. To all AUTHORIZED TollEvents

b. To all of CFX's payment requests where there is not a matching TollEvent (i.e. there was no geo-read created at the time the vehicle passed through the geo-fence.)

2. If the payment request is not a final attempt, PayTollo's response to CFX's payment request is WAIT for delinquent accounts giving time to users to update their credit card information. The time interval (in minutes) and number of retries will be variable and is to be determined.
    a. E-PASS Customers: CFX leaves the unpaid toll event as suspended and repeats the request later to give the user a chance to respond.
    b. Interoperable Partners: WAIT is not allowed.
3. PayTollo's response to CFX's payment request is NO if:
    a. the vehicle was not active at the time of the transaction (PayTollo will add 1 minute of buffer time to the start date & time and end date & time for all vehicle)
    b. the owning account is delinquent
4. PayTollo will provide a start date & time to CFX for all vehicles.
5. PayTollo will provide CFX with an updated end date & time for deactivated vehicles.

PayTollo Customer Inquiries

1. PayTollo customer inquiries will be handled by PayTollo via email and text.
2. PayTollo will provide CFX with instructions to be given to the PayTollo customer on how to contact PayTollo customer support. It will include email and text information in addition to where support can be located in the PayTollo App.
3. PayTollo will provide CFX with a valid e-mail and phone number (to support text messages) to accept inquiries from customers who have contacted CFX.
4. CFX will provide supporting images to PayTollo for any inquiries from customers.
5. Inquiries for PayTollo customer images should be submitted in writing with the request id(s) specified.
6. The request id sent to PayTollo in CFX's payment requests will be able to be used to retrieve images of the toll point.

App Interaction & General Usage

1. Once a user registers a vehicle and pays the security deposit as well as the account setup/maintenance fee, PayTollo will provide CFX with the license plate information as well as the start date & time for which this vehicle is active.
    a. Vehicles that are temporary will also have an end date & time.

2. When a user reaches a toll point, they will receive a notification creating an AUTHORIZED toll crossing.
3. The user will have the ability to interact with Toll Event to "UNAUTHORIZE" from Pending Screen by responding with:
    a. I paid cash / used transponder
    b. I did not pass through this toll
    c. I was a passenger
    d. This is a duplicate toll
    e. Other
4. If a payment request is sent for an "UNATHORIZED" toll, user will NOT be charged and a "NO" response will be sent from PayTollo to CFX for the payment request.
5. PayTollo will display an interactive map with locations and information of all toll supported points.
6. PayTollo will not charge the user unless a payment request for that toll point is sent by CFX.
7. CFX will not send PayTollo a payment request in any of the following scenarios:
    a. The user's vehicle has a transponder in good standing that is read by the toll lane equipment.
    b. The user pays cash in a cash lane.

Testing/Accuracy

1. Testing should include extensive negative testing to insure that tolls are not requested at inappropriate times, such as:
    a. When a driver is near a toll road, but not on a toll road, or
    b. On a toll road and near an exit or entrance, but not exiting or entering.
    c. Testing should be performed on all relevant variables, including phone type, carrier, vehicle type, speed, weather, location, etc.
2. Accuracy should be tested in all areas that could impact the user, PayTollo, or CFX including but not limited to:
    a. Missed geo-reads (i.e. CFX sent a request for payment but there was no associated geo-read)
    b. False reads (i.e. A geo-read from a plaza the customer never went through)
    c. Duplicate reads (i.e. 2 geo-reads/transactions with the exact same date/time stamp at the same location/toll plaza)
    d. Inaccurate date/timestamps (i.e. Vehicle did not go through at the time specified by PayTollo in the PayTollo App.)
    e. Any other factor, method or process that impacts accuracy or performance.
3. The required toll accuracy standard for vehicle presence and detection is 99.95% in order to no longer require image review.

Financial Rules

General Rules

1. In order to use PayTollo as a payment method, customers must have a PayTollo account established in advance of traveling in Florida toll lanes.
2. If a payment request is never received for any Authorized toll from CFX, the customer will not be charged for the toll.

Security Deposit and Account Setup/Maintenance Fee

1. A total of $6 is required to open a PayTollo account ($5 refundable deposit and $1 Account Setup/maintenance fee that is non-refundable).
    a. The security deposit funds will be held in PayTollo's toll remittance bank account that is under a Deposit Account Control Agreement.
    b. The account setup/maintenance fee will be used by PayTollo to cover administrative costs related to account setup and maintenance.
2. The security deposit and account setup/maintenance fee are paid when an account is created.
3. Users demonstrating a monthly average of use above $100 will be increased to a $10 security deposit; users demonstrating a monthly average of use above $250 will be increased to a security deposit of $20.
4. The monthly average will be calculated on a quarterly basis based on the previous quarter's activity.
5. Once the security deposit is raised, it will never fall back down.
6. The maximum security deposit for a user will be $20.
7. Security deposit will only be used when an account receives a payment request that results in a declined credit card transaction to cover toll charges and converts them to a delinquent status. Please see the Failure Bundles and Delinquent Account sections for further details.

Deactivation of Account

1. Once an account has been deactivated due to delinquency, the security deposit will be automatically increased to $20 if the account is not already holding $20.
2. All payment requests for dates prior to deactivation date are charged to the PayTollo user.
3. Security deposit will be maintained for 93 days to clear any potential payment requests.

4. After 93 days remaining security deposit will be returned to the user via the credit card on file. If the credit card is no longer valid, PayTollo will make every effort via phone, email/sms to contact the user and return the security deposit.
5. After 93 days payment card on file will be deleted from PayTollo systems.

Declined Payment Card

1. PayTollo will send email to users notifying them to update their payment information.
2. The security deposit will be used for payment requests up to the value of the security deposit. Once the security deposit is depleted, PayTollo will begin responding with NO if the user has not updated their card information.

User Account Authorizations

1. Once payment requests exceed $20 the users credit card will be will be authorized for an additional $20 and the initial $20 authorization will be settled.

Reconciliation

1. Reconciliation to occur weekly closing out on Wednesday at 11:59:59 PM.
2. The wire for the reconciliation will be sent the following Monday, unless Monday is a holiday and then it will take place on the following business day.
3. If the frequency of the remittances increases in the future, the reconciliations will be done with the same frequency, so they will stay in sync.
4. On month end closing, the period will be closed out on the last day of the month with the remaining days added to the following week cash remittance.
5. Transactions marked as approved by PayTollo that are in an authorized status per PayTollo will be considered a reconciling item to be reconciled in the following period.
6. All reconciled transaction for the current period will be included in the weekly cash remittance.

Payment Bundling & Delinquency Flow Chart

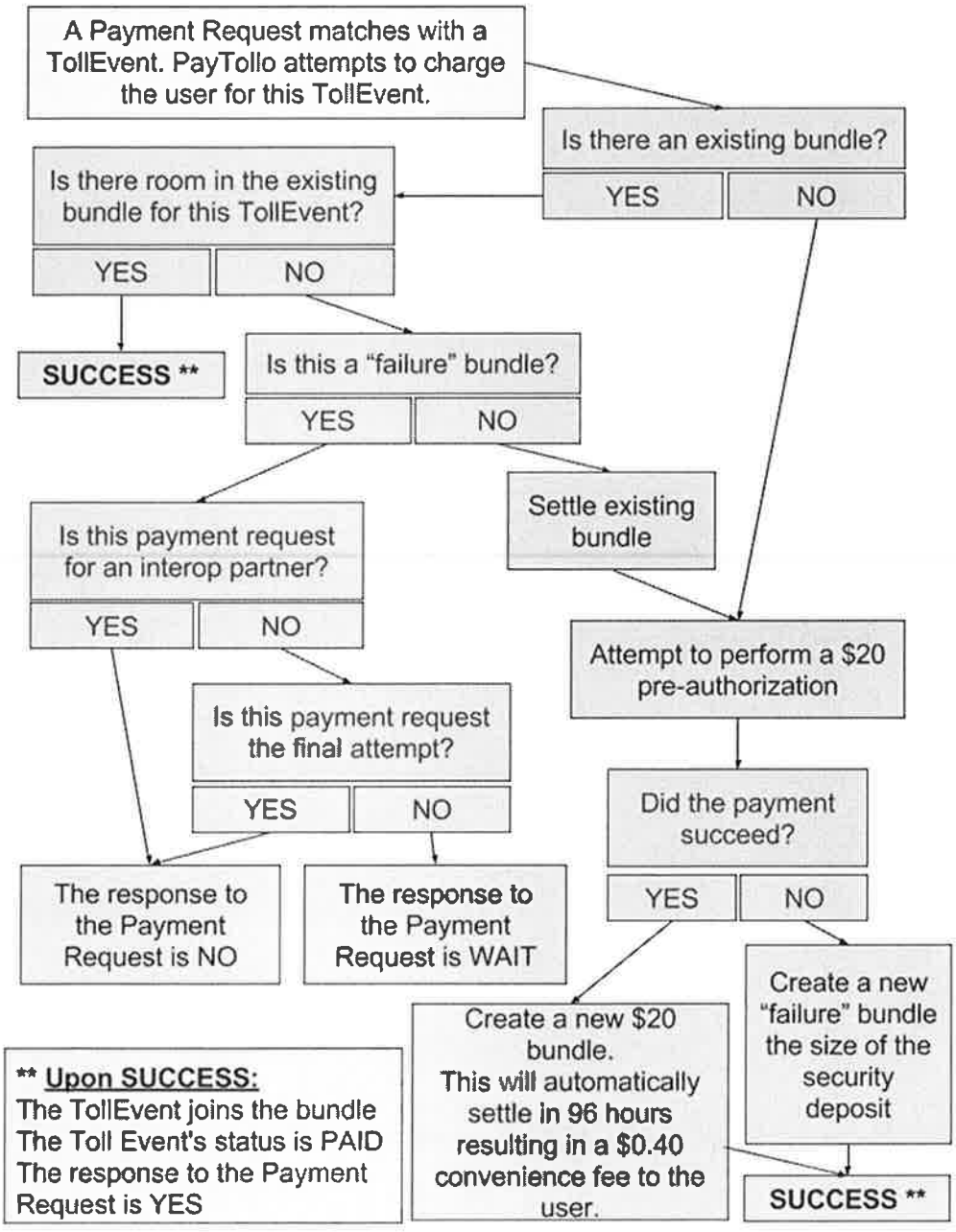

Figure 1 – Payment Bundling & Delinquency Flow Chart

Payment Request Flowchart

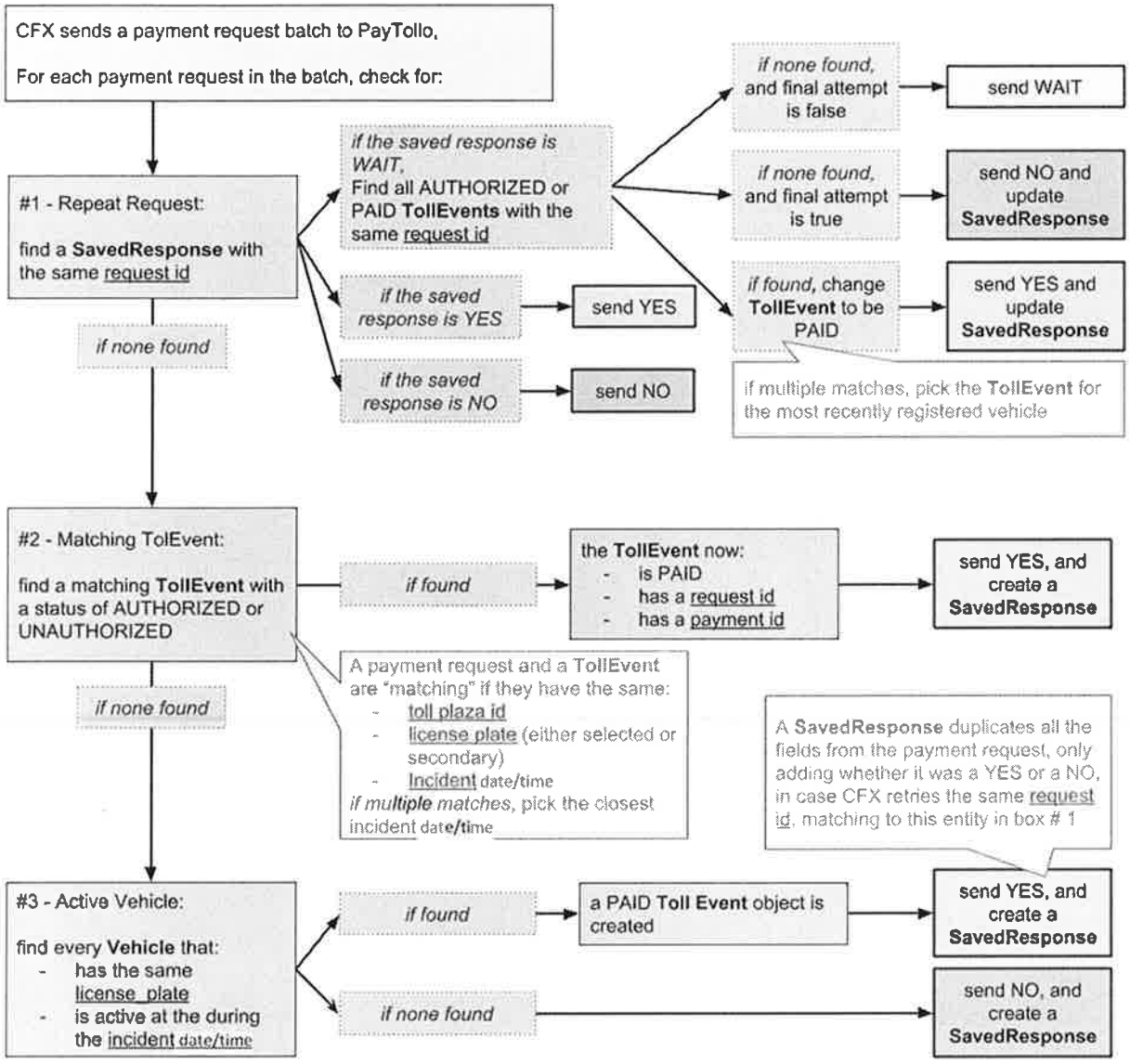

Figure 2 – Payment Request Flow

Toll Event Life Cycle

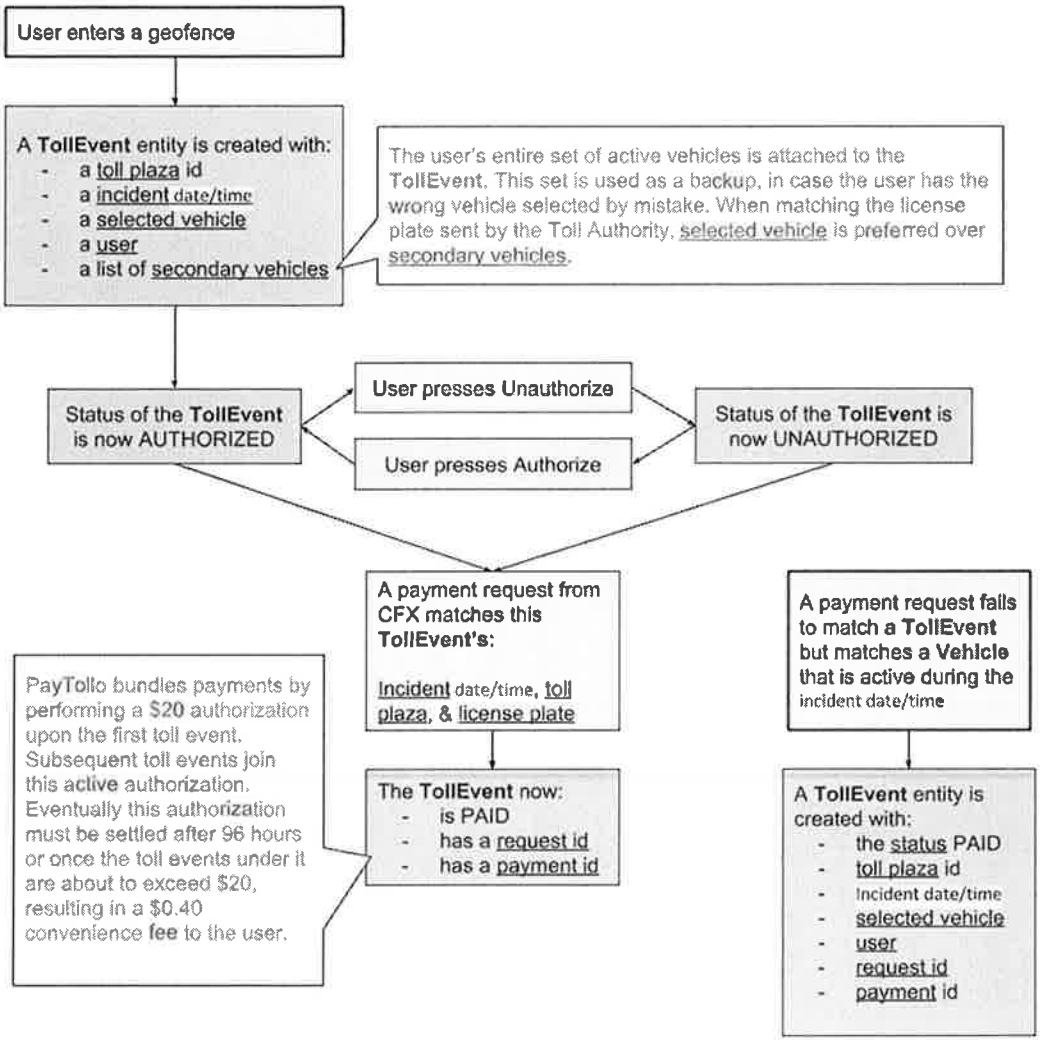

Figure 3 – Toll Event Life Cycle

CONSENT AGENDA ITEM

#19

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: May 30, 2016

SUBJECT: Award of Contract for
Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation
Project No. 599-526B, Contract No. 001186

CFX advertised for invitations to bid for the referenced project in the Orlando Sentinel on April 10, 2016. Responses to the invitation were received from three (3) contractors by the May 19, 2016, deadline for submittal of bids.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	SICE, Inc.	$1,232,916.63
2.	Traffic Control Devices, Inc.	$1,680,900.00
3.	American Lighting & Signalization, Inc.	$1,946,296.10

The Engineer's Estimate for this project is $1,410,495.70.

The Engineer of Record for this project reviewed the bid tabulation from SICE, Inc. and found no unbalanced bid items. The Procurement Department has also evaluated the bids and has determined the bid from SICE, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to SICE, Inc., in the amount of $1,232,916.63 is requested contingent upon final execution of the contract by both parties.

Reviewed by: _____
Brian Homayouni, Manager of Traffic Operations

CONTRACT

This Contract No. 001186 (the "Contract"), made this 16th day of June, 2016, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called the CFX and SICE, Inc., 14350 N.W. 56 Court, Suite 105, Opa Locka, Florida 33054, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes installation of all items associated with Contract No. 001186, Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation, (Project No. 599-526B) as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is $1,232,916.63. This Contract was awarded by the CFX's Board of Directors at its meeting on June 16, 2016.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

SICE, INC.

By:_____

_____
Title

ATTEST: _____(Seal)

Approved as to form and execution, only.

General Counsel for CFX

_____

CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: May 30, 2016

SUBJECT: Approval of Final Ranking and Award of Contract for
General Systems Consultant (GSC) Services
Contract Nos. 001144 and 001215

CFX advertised for Request for Proposals (RFP) to provide general systems consultant services in the Orlando Sentinel on March 27, 2016. Responses were received from five firms by the May 9, 2016, deadline: Accenture, LLP; AECOM Technical Services, Inc.; CH2M Hill, Inc.; Computer Aid, Inc.; HNTB Corporation. After reviewing and scoring the request for proposals, the Committee met on May 18, 2016, and prepared its final ranking of the firms. The result of that process was as follows:

Ranking	Consultant Firm
1	HNTB Corporation
2	AECOM Technical Services, Inc.
3	CH2M Hill, Inc.
4	Accenture, LLP
5	Computer Aid, Inc.

Board approval of the final ranking and authorize to negotiate with the top two (2) ranked firms, HNTB Corporation and AECOM Technical Services, and if successful, award both firms, individual contracts in a combined upset amount of $30,000,000.00 is requested.

Reviewed by: _____
Corey Quinn, Chief of Technology/Operations

RFP-001144R Committee Meeting May 18, 2016 Minutes

Evaluation Committee for **General Systems Consultant Services; Contract No. 001144R,** held a duly noticed meeting on Wednesday, May 18, 2016, commencing at 8:17 a.m. in the Pelican Conference Room at the CFX Administrative Bldg., Orlando, Florida.

Committee Members:

Michelle Maikisch, Chief of Staff/Public Affairs Officer
Corey Quinn, Chief of Technology/Operations
Mahmood Haq, Manager of Information Security
Rafael Millan, Supervisor/Database Admin
Iranetta Dennis, Director of Supplier Diversity
Bryan Homayouni, Manager of Traffic Operations

Other Attendees:

Robert Johnson, Manager of Procurement
Courtney Gordon, Contracts Analyst

Discussion and Motions:

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

Interviews:

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

Accenture, LLP	08:20 – 09:05 a.m.
AECOM Technical Services, Inc.	09:14 – 10:02: a.m.
CH2M Hill, Inc.	10:13 – 10:58 a.m.
Computer Aid, Inc.	11:02 – 11:46 a.m.
HNTB Corporation	12:26 – 1:15 p.m.

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

Evaluation Portion:

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

The committee unanimously agrees to the ranking and recommends the Board approve the ranking and authorize the following: Enter negotiations with the top two (2) ranked firms, HNTB Corporation and AECOM Technical Services, and if successful, award both firms, individual contracts in a not to exceed amount. If negotiations are unsuccessful with either firm, conclude negotiations with said firm and enter into negotiations with the third ranked firm, CH2M Hill, Inc. and if successful, award an individual contract in a not to exceed amount. If negotiations are unsuccessful conclude negotiations.

There being no further business to come before the Committee, the meeting was adjourned at 2:22 p.m. These minutes are considered to be the official minutes of the interview, opening of the Price Proposals and final evaluation by the Evaluation Committee at its meeting held Wednesday, May 18, 2016.

Submitted by: _____
Robert Johnson, Manager of Procurement

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

_____
Corey Quinn, Chief of Technology/Operations

General Systems Consultant Services; Contract No. 001144R
SUMMARY OF THE INDIVIDUAL COMMITTEE MEMBER SCORING OF THE CRITERIA UNDER 4.2

PROPOSER	Corey Quinn	Michelle Malkiech	Mahmood Haq	Bryan Homayouni	Iranetta Dennis	Rafael Millan	Total	Average	Ranking
Accenture, LLP	91	91	76	78	90	74	500	83.3333	4
AECOM Technical Services, Inc.	84	90	91	93	89	89	536	89.3333	2
CH2M Hill, Inc.	83	92	85	89	90	86	525	87.5	3
Computer Aid, Inc.	79	71	83	81	71	86	471	78.5	5
HNTB Corporation	91	98	90	96	95	95	565	94.1667	1

COMMITTEE MEMBER _____ Wednesday, May 18, 2016

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COMMITTEE MEMBER _____ Wednesday, May 18, 2016

COMMITTEE MEMBER _____ Wednesday, May 18, 2016

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
GENERAL SYSTEMS CONSULTANT SERVICES
CONTRACT

This Contract No. 001144 (the "Contract" as defined herein below), is made this 16th day of June, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and HNTB Corporation, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide general systems consultant services and related tasks as may from time to time be assigned to the CONSULTANT by CFX; and,

WHEREAS, on or about March 28, 2016, CFX issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of five qualified firms that responded to the Request for Proposals and was ultimately one of two firms selected to provide said services;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Addenda (if any),
1.3 The Scope of Services,
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONSULTANT, and
1.6 The Negotiated Price Proposal,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety

executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONSULTANT and CONSULTANT's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONSULTANT's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term has a combined upset limit of $30,000,000.00 between this contract, contract no. 001144, and contract no. 001215, the co-awardee to provide General Systems Consultant Services for CFX.

3.2 CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

3.3 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for

failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another consultant doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONSULTANT shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONSULTANT shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONSULTANT's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONSULTANT INSURANCE

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

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

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

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

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

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

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

7. CONSULTANT RESPONSIBILITY

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

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

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

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

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

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

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONSULTANT shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONSULTANT, whether such property is owned by CONSULTANT, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONSULTANT or its employees, agents, officers or subconsultants or any other persons for whom CONSULTANT may be legally or contractually responsible.

7.4 CONSULTANT shall ensure that all of its activities and the activities of its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONSULTANT shall immediately notify CFX of any material adverse change in CONSULTANT's financial condition, business, prospects, affairs, or operations, or of such

change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONSULTANT, or of the existence of any material impairment of rights or ability of CONSULTANT to carry on as its business and operations are currently conducted.

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

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly the Program Manager and Project Managers for each of the five (5) major support categories; Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety (the "Key Personnel") and CONSULTANT's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services.

CONSULTANT shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONSULTANT, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below. Key Personnel that are dismissed, shall be replaced by personal pre-approved by CFX.

Promptly upon request of CFX, CONSULTANT shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

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

9. INDEMNITY

The CONSULTANT shall indemnify and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including

without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

9.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

9.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

9.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

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

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

10. PUBLIC RECORDS

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

12.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain

current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

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

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

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

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

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

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

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

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

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

17. SUBLETTING AND ASSIGNMENT

CFX has selected 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 CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without

CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONSULTANT may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONSULTANT; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONSULTANT with the provisions of this Contract with regard to Key Personnel, CONSULTANT shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subconsultant of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONSULTANT under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subconsultant shall inure to the benefit of CFX, and

(ii) shall require the subconsultant to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subconsultant to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subconsultant to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subconsultants, providing CFX with equal or greater protections than herein.

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

designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONSULTANT's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONSULTANT shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONSULTANT for expenses or profits related to unfinished work, or for CFX's use of any CONSULTANT materials or equipment on the work sites, including without limitation the CONSULTANT Property and CONSULTANT Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONSULTANT for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONSULTANT in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONSULTANT litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONSULTANT (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONSULTANT claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONSULTANT 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 CONSULTANT's claim(s).

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

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

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

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

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

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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

23. RELATIONSHIPS

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

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

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

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

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

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 16, 2016 contingent upon successful negotiations.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name:_____

HNTB CORPORATION

By: _____

Print Name:_____

Title:_____

ATTEST:_____(Seal)

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
GENERAL SYSTEMS CONSULTANT SERVICES
CONTRACT

This Contract No. 001215 (the "Contract" as defined herein below), is made this 16th day of June, 2016, between the CENTRAL FLORIDA EXPRESSWAY, a body politic and agency of the State of Florida, hereinafter called CFX and AECOM Technical Services, Inc., hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, to do everything necessary or convenient for the conduct of its business and the general welfare of CFX, in order to comply with the law; and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide general systems consultant services and related tasks as may from time to time be assigned to the CONSULTANT by CFX; and,

WHEREAS, on or about March 28, 2016, CFX issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of five qualified firms that responded to the Request for Proposals and was ultimately one of two firms selected to provide said services;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include comprehensive support and guidance relative to the management and operation of all CFX's computer, network and communications systems in Orange County, Florida as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Addenda (if any),
1.3 The Scope of Services,
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONSULTANT, and
1.6 The Negotiated Price Proposal,

(collectively, the "Contract Documents").

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date first written above. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 120 days prior to the expiration of the initial 5-year Contract Term and renewals, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 120 days notice for convenience or 60 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX will notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety

executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONSULTANT and CONSULTANT's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONSULTANT's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term has a combined upset limit of $30,000,000.00 between this contract, contract no. 001144, and contract no. 001215, the co-awardee to provide General Systems Consultant Services for CFX.

3.2 CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

3.3 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultant. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for

failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another consultant doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

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

5. DISADVANTAGED/MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONSULTANT shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONSULTANT shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONSULTANT's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONSULTANT INSURANCE

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

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONSULTANT under this Agreement.

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

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

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

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

Insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

7. CONSULTANT RESPONSIBILITY

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

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

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

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

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

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

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy, and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONSULTANT shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONSULTANT, whether such property is owned by CONSULTANT, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONSULTANT or its employees, agents, officers or subconsultants or any other persons for whom CONSULTANT may be legally or contractually responsible.

7.4 CONSULTANT shall ensure that all of its activities and the activities of its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.5 CONSULTANT shall immediately notify CFX of any material adverse change in CONSULTANT's financial condition, business, prospects, affairs, or operations, or of such

change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONSULTANT, or of the existence of any material impairment of rights or ability of CONSULTANT to carry on as its business and operations are currently conducted.

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

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly the Program Manager and Project Managers for each of the five (5) major support categories; Information Technology, Toll Operations, Intelligent Transportation Systems, Management Information Systems and Physical Security/Safety (the "Key Personnel") and CONSULTANT's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services.

CONSULTANT shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONSULTANT, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below. Key Personnel that are dismissed, shall be replaced by personal pre-approved by CFX.

Promptly upon request of CFX, CONSULTANT shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

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

9. INDEMNITY

The CONSULTANT shall indemnify and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including

without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

9.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

9.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

9.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

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

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

10. PUBLIC RECORDS

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

12.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain

current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

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

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

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

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

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

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

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

13. PERMITS, LICENSES, ETC.

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

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

15. NONDISCRIMINATION

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

16. NOTIFICATION of CONVICTION of CRIMES

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

17. SUBLETTING AND ASSIGNMENT

CFX has selected 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 CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without

CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONSULTANT may assign its rights to receive payment under this Agreement (except for an assignment made for the benefit of creditors) with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONSULTANT; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONSULTANT with the provisions of this Contract with regard to Key Personnel, CONSULTANT shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subconsultant of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONSULTANT under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subconsultant shall inure to the benefit of CFX, and

(ii) shall require the subconsultant to comply with all laws, as all may be revised, modified and supplemented from time to time, and must require the subconsultant to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subconsultant to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subconsultants, providing CFX with equal or greater protections than herein.

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

designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONSULTANT's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONSULTANT shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONSULTANT for expenses or profits related to unfinished work, or for CFX's use of any CONSULTANT materials or equipment on the work sites, including without limitation the CONSULTANT Property and CONSULTANT Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONSULTANT for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONSULTANT in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONSULTANT litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 9, as well as the initial written claim (s) submitted to CFX by CONSULTANT (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONSULTANT claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONSULTANT 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 CONSULTANT's claim(s).

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

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

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

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

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

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

21. OTHER SEVERABILITY

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

22. GOVERNING LAW

This Contract is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

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

23. RELATIONSHIPS

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

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

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

25.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

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

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

25.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

26. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

26.1 CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 16, 2016 contingent upon successful negotiations.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name:_____

AECOM TECHNICAL SERVICES, INC.

By: _____

Print Name:_____

Title:_____

ATTEST:_____(Seal)

Approved as to form and execution, only.

_____
General Counsel for CFX

CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Corey Quinn, Chief of Technology/Operations

DATE: June 8, 2016

SUBJECT: Eligibility Requirements for Free Transponders Policy Review

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Board approval is requested for the revised Eligibility Requirements for Free Transponders Policy. The policy has been revised to allow the agency to enhance its electronic toll collection program through approved initiatives.

Resolution No. 2016-_____
(Supersedes Resolution No. 2016-352)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING THE POLICY FOR FREE TRANSPONDERS

WHEREAS, Central Florida Expressway Authority ("CFX") is desirous of enhancing its electronic toll collection program in order to enhance traffic safety, reduce operational costs, and increase customer value and service offerings; and

WHEREAS, as part of its efforts to enhance its electronic toll collection program, CFX is purchasing bulk quantities of transponders which can be affixed to vehicles; and

WHEREAS, CFX plans to sponsor promotional giveaways of these transponders in order to attract new customers who will pay for system usage electronically while providing them opportunities for customer loyalty programs; and

WHEREAS, the CFX governing Board previously determined that the logical class of future electronic customers eligible for promotional free transponders should be vehicle owners who are domiciled or have business addresses in the six counties which are geographically contiguous and encompass or border the CFX system i.e. Orange, Seminole, Osceola, Polk, Brevard, Volusia and Lake; and

WHEREAS, in order to maximize the electronic toll collection program on the CFX system the Board now determines that free transponders should be made available to customers regardless of domicile; and

WHEREAS, all public notice requirements necessary for adoption have been fulfilled.

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

Section 1. All registered owners of vehicles shall be eligible for issuance of free transponders provided such recipients shall be required to complete the appropriate CFX application process establishing a new account as an E-PASS customer. Existing E-PASS customers shall also be eligible for issuance of free transponders. A free transponder can be obtained whether it is for a new account, a new vehicle on an existing account or a replacement for an existing vehicle on an existing account. Any further eligibility requirements necessary and consistent with the above shall be made at the discretion of the CFX Executive Director and promulgated as procedure.

Section 2. CODIFICATION. This policy shall be codified in Chapter 2, Section 2-1, of the CFX Permanent Policies and Procedures and replaces Resolution 2016-352 which is hereby repealed.

Section 3. EFFECTIVE DATE. This Policy shall become effective upon adoption by the CFX governing Board.

ADOPTED this _____ day of June, 2016.

Welton Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

CONSENT AGENDA ITEM

#22

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson
Manager of Procurement

DATE: May 30, 2016

SUBJECT: Approval of Purchase Order for ConvergeOne, Inc. for PBX Telephone System Phase 2 for the 2nd Floor Renovation; Project 599-913

Board approval is requested to issue a purchase order to ConvergeOne, Inc. in the amount of $165,698.00 to purchase hardware, software, and professional services in preparation for the approved enhancements to the E-Pass Call Center.

The purchase order will include both open market pricing and pricing off a current Western States Contracting Alliance (WSCA) Agreement, 43220000-WSCA-14-ACS. ConvergeOne, Inc. has been approved as a single source vendor for CFX due to being the Avaya certified partner who knows the Central Florida Expressway's telephone and call center systems, providing new equipment and services through State of Florida and WSCA agreements.

Item	Method	Amount
PBX Upgrade	Piggyback WSCA Agreement	$108,721.79
CCE/EMC Upgrade	Open Market (single source)	$ 31,200.00
SIP Upgrade	Open Market (single source)	$ 25,776.29
	Purchase Order Total	$165,698.08

This project is funded in the Five Year Work Plan.

Reviewed by: Paul Crawford CQ
Paul Crawford
Senior Network Convergence Engineer

ConvergeOne

VCP Customer: Yes
VCP ID #: 0009999991
Master Sales Agreement #: C11078
Master Maintenance Agreement #: C11078

Document #: QUO-738300-G4JBJX
SO-000217501
Date: 3/29/2016

Solution Summary

CM r7 Upgrade/Expansion

Customer: Central Florida Expressway Authority
Ship To Address: 4974 ORL TWR RD
ORLANDO, FL 32807
Bill To Address: 4974 ORL TWR RD
ORLANDO, FL 32807
Customer ID: ORLORA0001
Customer PO:

Primary Contact: Rene Rodrigue
Email: rene.rodrigue@cfxway.com
Phone: (407) 690-5162
National Account Manager: Al Fasano
NAM Email: afasano@convergeone.com
NAM Phone: 651-796-6644

Solution Summary	Current Due	Total Project
Software	$27,682.50	$27,682.50
Hardware	$0.00	$0.00
Professional Services	$81,039.29	$81,039.29
Project Subtotal	**$108,721.79**	**$108,721.79**
Estimated Tax	NOT INCLUDED	
Estimated Freight	NOT INCLUDED	
Project Total	**$108,721.79**	**$108,721.79**

This Solution Summary summarizes the Document(s) that are attached hereto and such Document(s) are incorporated into this Solution Summary by this reference. Customer's signature on this Solution Summary (or Customer's issuance of a purchase order in connection with this Solution Summary) shall represent Customer's agreement with each attached Document and acknowledgement that the attached Document(s) are represented accurately by this Solution Summary. Each Document is governed by that certain agreement as stated within that individual Document.

The pricing on this Summary page is valid for thirty (30) days. All prices are subject to change without notice.

This order is a configured order and/or contains software.

Special Comment to Solution Summary:

This order is governed by the terms and conditions of State of Florida Alternate Contract Source Number 43220000-WSCA-14-ACS, including any amendments (the "Agreement") effective 7/13/2015."

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Master Agreement Rider

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
Core						
1	380416	CORE R7 ASBCE R7 ADV HA /E		121	$0.00	$0.00
2	MISC	380440 - CORE R7 PRESENCE SRVS R7 UPG ENTL/E		844	$0.00	$0.00
3	380413	CORE R7 ASBCE R7 STD /E		242	$0.00	$0.00
4	380300	PLDS BNDL STA TRACKING FOR CM R7 SYSTEMS		150	$0.00	$0.00
5	380434	CORE R7 1XC MAC OS R2 /E		844	$0.00	$0.00
6	380436	CORE R7 COMM FOR MS LYNC R6 /E		844	$0.00	$0.00
7	MISC	380439 - CORE R7 SYSTEM MGR R7 UPG ENTL /E		1	$0.00	$0.00
8	340153	AVLIVE VIDEO RIGHT TO DISCOUNT		33	$0.00	$0.00

CONFIDENTIAL AND PROPRIETY INFORMATION OF CONVERGEONE HOLDINGS CORP.

Master Agreement Rider

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
9	380430	CORE R7 EDP R3 USER /E		844	$0.00	$0.00
10	380426	CORE R7 ONE-XC VIDEO R6 /E		844	$0.00	$0.00
11	380418	CORE R7 AMM R2 BASIC USR /E		844	$0.00	$0.00
12	MISC	380437 - CORE R7 AES UNFD DSKTP R7 UPG ENTL/E		844	$0.00	$0.00
13	380349	AURA R7 CM VE VAPP SYS LIC		1	$0.00	$0.00
14	380360	AURA R7 CM DUP VE VAPP SYS LIC		1	$0.00	$0.00
15	MISC	380441 - CORE R7 CMM R7 UPG ENTL /E		844	$0.00	$0.00
16	700511320	AV APP VRTL PLTFRM R7.0.0.1 CD		1	$29.50	$29.50
17	380420	CORE R7 COMMUNICATOR WINR2 /E		844	$0.00	$0.00
18	700510424	AV APP VRTL PLTFRM R7 MEDIA KIT		1	$88.50	$88.50
19	232301	CC PROPRIETARY FEAT TRK FOR PLDS		1	$0.00	$0.00
20	380421	CORE R7 1X MBL SIP CLIENT R5 /E		844	$0.00	$0.00
21	380414	CORE R7 ASBCE R7 ADV /E		121	$0.00	$0.00
22	380348	AURA R7 CM VIRTUAL PLATFORM SOL UPG TRK		1	$0.00	$0.00
23	700510626	AURA UTILITY SERVICES R7.0 DVD		1	$29.50	$29.50
24	380402	AURA R7 CORE UPG/UPL UA LIC		844	$14.75	$12,449.00
25	380417	CORE R7 MSG SEAT BASIC R6 /E		844	$0.00	$0.00
26	380419	CORE R7 COMMUNICATOR IPAD R2/E		844	$0.00	$0.00
					Core Subtotal:	$12,596.50
CC Elite						
27	270367	CC R7 ELITE AGT ENTL		50	$0.00	$0.00
28	274555	CC ELITE VIRTUAL CM PLTFORM SYS TRK		1	$0.00	$0.00
					CC Elite Subtotal:	$0.00
EMC						
29	273633	CCELITE R6 MULTICHANNEL MIG FROM CCE		50	$106.50	$5,325.00
					EMC Subtotal:	$5,325.00
CMS						
30	381823	CMS R18 UPG AGT LIC 1-100		50	$186.02	$9,301.00
31	381834	CMS R18 INITIAL ACD UPG		1	$0.00	$0.00
32	265012	CMS ODBC JDBC SUBSCRIP		5	$0.00	$0.00
33	381839	CMS R18 VIRTUAL PLTFRM UPG SYS TRK		1	$0.00	$0.00
34	381831	CMS R18 SUPV LIC UPG		10	$0.00	$0.00
35	381837	CMS R18 VE VAPP FOR LINUX		1	$0.00	$0.00
					CMS Subtotal:	$9,301.00
Session/Sys Manager						
36	700511935	AURA SMGR R7.0.0.2 DVD		1	$60.00	$60.00
37	380228	AURA SMGR R7 VE VAPP LICENSE		1	$0.00	$0.00
38	380920	SMGR R7 VIRTUAL PLATFORM UPG SYS TRK		1	$0.00	$0.00
					Session/Sys Manager Subtotal:	$60.00
SBC						
39	382283	ASBCE R7 ELEMENT MGR LIC		1	$0.00	$0.00
40	382284	ASBCE R7 HA LIC		1	$0.00	$0.00
41	308257	ASBCE R6 VIRTUAL PLTFRM NEW SYS TRACK		1	$0.00	$0.00
42	380415	CORE R7 ASBCE R7 STD HA /E		242	$0.00	$0.00
43	382298	ASBCE R7 VE VAPP TRACKING CODE NEW		1	$0.00	$0.00

CONFIDENTIAL AND PROPRIETY INFORMATION OF CONVERGEONE HOLDINGS CORP.

Master Agreement Rider

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
44	382295	ASBCE R7 VE VAPP LIC		1	$400.00	$400.00
					SBC Subtotal:	$400.00
SAL						
45	307098	DS R2 SAL2.3 GATEWAY SFTW VIRTUAL		1	$0.00	$0.00
46	272750	SAL R2 STDALN GATEWAY APP VAPP LIC		1	$0.00	$0.00
					SAL Subtotal:	$0.00
Services						
47	SERVICES-200NA	CONVERGENCE SERVICES		1	$11,100.00	$11,100.00
48	SERVICES-720NA	C1AS PRO-SERVICES EMC		1	$31,200.00	$31,200.00
49	SERVICES-103	PM coordination of Avaya and C1as		1	$3,428.57	$3,428.57
50	SERVICES-101	CM R7 upgrade OOH, remote PM, T&E		1	$8,214.29	$8,214.29
51	SERVICES-104	AES implementation		1	$5,178.57	$5,178.57
52	SERVICES-105	Firmware updates		1	$2,142.86	$2,142.86
53	SERVICES-104	MM to AAM data move		1	$3,642.86	$3,642.86
54	SERVICES-102	Avaya CMS upgrade		1	$11,275.00	$11,275.00
55	SERVICES-103	PM coordination		1	$1,285.71	$1,285.71
56	SERVICES-103	SAL administration		1	$714.29	$714.29
57	SERVICES-101	PRC OVAs		1	$2,142.86	$2,142.86
58	SERVICES-105	FDB onsite Tech half day		1	$714.29	$714.29
					Services Subtotal:	$81,039.29
					Total:	**$108,721.79**

CONFIDENTIAL AND PROPRIETY INFORMATION OF CONVERGEONE HOLDINGS CORP.

ConvergeOne

VCP Customer: Yes
VCP ID #: 0009999991
Master Sales Agreement #: C11078
Master Maintenance Agreement #: C11078

Document #: OP-000212707
SO-000210963
Date: 3/24/2016

Solution Summary

Multitech Replacements

Customer: Central Florida Expressway Authority
Ship To Address: ,
Bill To Address: 4974 ORL TWR RD
ORLANDO, FL 32807
Customer ID: ORLORA0001
Customer PO:

Primary Contact:
Email:
Phone:
National Account Manager: Al Fasano
NAM Email: afasano@convergeone.com
NAM Phone: 651-796-6644

Solution Summary	Current Due	Total Project
Hardware	$19,262.00	$19,262.00
Professional Services	$6,514.29	$6,514.29
Project Subtotal	**$25,776.29**	**$25,776.29**
Estimated Tax	NOT INCLUDED	
Estimated Freight	NOT INCLUDED	
Project Total	**$25,776.29**	**$25,776.29**

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This order is a configured order and/or contains software.

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

CONFIDENTIAL AND PROPRIETY INFORMATION OF CONVERGEONE HOLDINGS CORP.

ConvergeOne

VCP Customer: Yes
VCP ID #: 0009999991
Master Sales Agreement #: C11078
Master Maintenance Agreement #: C11078

Document #: OP-000212707
SO-000210963
Date: 3/24/2016

Master Agreement Rider

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
MP112						
1	MP112/2S/SIP	MP112 2FXS PORTS - SIP		75	$192.00	$14,400.00
					MP112 Subtotal:	$14,400.00
MP114						
2	MP114/4S/SIP	MP114 4FXS PORTS - SIP		13	$374.00	$4,862.00
					MP114 Subtotal:	$4,862.00
Services CM						
3	SERVICES-104	Remote SS CM configuration		1	$857.14	$857.14
					Services CM Subtotal:	$857.14
Services PM						
4	SERVICES-103	Remote PM coordination		1	$857.14	$857.14
					Services PM Subtotal:	$857.14
Services Convergence						
5	SERVICES-200NA	CONVERGENCE SERVICES		1	$4,800.00	$4,800.00
					Services Convergence Subtotal:	$4,800.00
					Total:	**$25,776.29**

CONFIDENTIAL AND PROPRIETY INFORMATION OF CONVERGEONE HOLDINGS CORP.

Sales Quote

ConvergeOne

DATE: 2/23/2016
Prepared by: E Anderson

BILL TO NAME and ADDRESS:
NACR JoLynn LaCoursiere
EMAIL:
PHONE:
MOBILE:

CUSTOMER NAME and ADDRESS (if different):
Central Florida Expressway Authority
EMAIL:
PHONE:
MOBILE:

DESCRIPTION of WORK REQUESTED	Service Code	Fees
CCE to EMC upgrade Currently running voice only 5.0.2 with Intelligent call router, no screen pop. Also have a DR system in place. C1AS will upgrade both the Production and DR systems on new customer provided servers. Includes loading new software on servers and migrating existing agent configurations. Delta Knowledge Transfer, After Hours cutover and eight hours of FDOB support. All work will be done remotely – VPN Access required.	720NA	$31,200.00
TOTAL FEES		$31,200.00

Alert Number:_____	
Billing Terms: _____	

PLEASE EMAIL COMPLETED FORM TO: C1AS_Contracts@converge-one.com OR FAX TO (919) 858-8891.

Terms and Conditions

ConvergeOne Advanced Service's ability to perform the work described in this document is based on the assumptions listed in this section. Invalidation of any of these assumptions at any time by Business Partner, Customer, or ConvergeOne Advanced Services may have an impact on the work, schedule, fees, terms and/or conditions set forth in this Work Authorization. As the project progresses, some of the assumptions may change or become invalid. The parties agree that the failure of any of the described assumptions below will constitute an unanticipated event resulting in a possible delay of the project and increased costs.

- The pricing in this Work Authorization is valid until 60 days from the date of this Work Authorization.
- ConvergeOne Advanced Services will generally perform all implementation services and travel during normal business hours: 9:00 a.m. - 5:00 p.m., Monday through Friday. Work performed outside of normal business hours must be negotiated through a Change Management process and additional fees will apply, unless otherwise specifically identified in the work order description.

- ConvergeOne Advanced Services will perform some of the development and testing remotely from Customer's work locations. High speed network access, such as through a VPN, must be provided by Customer to the ConvergeOne Advanced Services development team.
- If changes to the deliverables provided in this Work Authorization are required, a Change Management Process will be followed. No additions or reductions to the work defined in this Work Authorization will be allowed until ConvergeOne Advanced Services, Business Partner and/or Customer have authorized a completed Change Request Form.
- If Customer suspends, cancels or terminates this Agreement for any other reason than scoped within this project, Business Partner or Customer shall pay ConvergeOne Advanced Services for all analysis and work performed
- Travel and Living expenses are not included in the price and will be billed at actual cost.
- Some tasks in this Work Authorization will be performed in parallel with others and others are performed in a serial fashion.
- ConvergeOne Advanced Services developed code, whether newly developed or re-utilized from past projects, to facilitate implementation services is considered the Intellectual Property of ConvergeOne Advanced Services.
- ConvergeOne Advanced Services is not responsible for the performance of Customer network infrastructure.
- ConvergeOne Advanced Services is not liable for the responsiveness or performance of Customer, or Customer's initiated third-party vendors.
- The pricing and deliverables descriptions contained within this quotation represent ConvergeOne Advanced Services's understanding of the overall customer requirements at this time. Should additional discussion reveal additional complexity or effort, ConvergeOne Advanced Services reserves the right to adjust the pricing.
- ConvergeOne Advanced Services will have no responsibility for ordering and installing the required hardware/software system components for the project including software licensing, software maintenance, training not described herein, or PBX-related hardware or software services. All necessary hardware and software will have been ordered and shipped to the Customer location prior to ConvergeOne Advanced Services beginning work. Required LAN/WANs and associated hardware and software will be available prior to development and test.
- The final solution may require modifications to the PBX configuration. This Work Authorization does not include any provision or pricing for ConvergeOne Advanced Services implementation services associated with these modifications. Should additional modifications be required, these will be a Business Partner and/or Customer responsibility.
- Business Partner and/or Customer is responsible for charges incurred for products or implementation services (e.g., long distance service, server hardware, etc.) from any vendor other than ConvergeOne Advanced Services or ConvergeOne Advanced Services's subcontractors. ConvergeOne Advanced Services is not liable for the performance of products or implementation services provided from other Business Partner and/or Customer vendors.
- This Work Authorization contains no provision or pricing for formal agent training or training materials to be provided by ConvergeOne Advanced Services. A train-the-trainer knowledge transfer will take place if applicable to the given work.
- Customer will provide access to facilities and suitable workspace for all project team members when working on-site. Suitable workspace includes, but is not limited to, desks, telephones, analog line for dial-up access, and meeting rooms.
- ConvergeOne Advanced Services understands that some projects call for short timeframes to implementation. Implementation timelines and schedules will be determined following the ConvergeOne Advanced Services project kick-off. No commitments to cutover dates can be made prior to that time.
- Upon notice of completion of the Services and Deliverables specified in this SOW, ConvergeOne Advanced Services will submit an Acceptance Form for approval and signature. Customer and/or Business Partner agrees to return to return the executed Acceptance Form to ConvergeOne Advanced Services within ten (10) working days of receipt unless written notification is provided as to why the services or deliverables are not accepted. After ten (10) working days, if the Acceptance Form has not been received and written notice is not provided, the Services and Deliverables specified in this SOW will be deemed accepted.

DATE: June 8, 2016

VENDOR NAME: ConvergeOne, Inc.

VENDOR ADDRESS: 3344 Highway 149
Eagan, MN 55121

The following is a list of reasons to use Standardization as a basis for pricing with this Vendor:

ConvergeOne is the Avaya certified partner familiar with the Central Florida Expressway's telephone and call center systems and already provides new equipment and services to CFX on the State of Florida WSCA and other contracts.

The Avaya PBX equipment purchased from this vendor matches the existing system and is proven as it is used in several of our toll plazas, including host and backup locations.

Corey Quinn
Chief Technology Officer
Central Florida Expressway Authority

Approved:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Manager of Accounting and Finance

DATE: May 19, 2016

RE: April 2016 Financial Reports

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING APRIL 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	$ 32,814,584	$ 29,870,816	$ 309,325,489	$ 278,245,114	$ 31,080,375	11.2%	10.5%
TOLLS COLLECTED VIA UTN'S	1,277,058	763,581	11,876,230	7,083,333	4,792,897	67.7%	31.7%
FEES COLLECTED VIA UTN'S AND UTC'S	711,804	452,319	6,247,226	4,114,167	2,133,059	51.8%	34.6%
TRANSPONDER SALES	21,739	5,166	122,448	54,212	68,236	125.9%	129.1%
OTHER OPERATING	125,612	205,598	1,142,296	1,748,659	(606,363)	-34.7%	-3.8%
INTEREST	291,678	155,099	2,720,288	1,589,170	1,131,118	71.2%	88.2%
MISCELLANEOUS	84,008	80,026	899,870	811,606	88,265	10.9%	11.8%
TOTAL REVENUES	35,326,483	31,532,604	332,333,847	293,646,260	38,687,587	13.2%	11.8%
O M & A EXPENSES							
OPERATIONS	3,239,113	3,772,713	31,272,424	34,557,206	3,284,782	9.5%	10.2%
MAINTENANCE	1,121,527	1,611,799	9,259,026	12,128,887	2,869,861	23.7%	-12.2%
ADMINISTRATION	592,682	598,827	5,616,905	5,743,703	126,798	2.2%	17.0%
OTHER OPERATING	163,700	222,978	1,660,894	2,006,798	345,904	17.2%	-22.4%
TOTAL O M & A EXPENSES	5,117,023	6,206,315	47,809,249	54,436,594	6,627,345	12.2%	4.2%
NET REVENUES BEFORE DEBT SERVICE	30,209,460	25,326,289	284,524,599	239,209,666	45,314,933	18.9%	13.2%
COMBINED NET DEBT SERVICE	11,855,155	11,895,737	118,752,568	119,011,727	259,160	0.2%	-0.4%
NET REVENUES AFTER DEBT SERVICE	$ 18,354,306	$ 13,430,552	$ 165,772,031	$ 120,197,939	$ 45,574,093	37.9%	25.5%

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 APRIL 30, 2016 AND YEAR-TO-DATE

	FY 2016 ACTUAL	FY 2016 BUDGET	VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE
Operations	$ 31,272,424	$ 34,557,206	$ 3,284,782	9.5%
Maintenance	9,259,026	12,128,887	2,869,861	23.7%
Administration	5,616,905	5,743,703	126,798	2.2%
Other Operating	1,660,894	2,006,798	345,904	17.2%
Total O M & A	$ 47,809,249	$ 54,436,594	$ 6,627,345	12.2%
Capital Expenditures				
Operations	$ 315,208	$ 469,322	154,115	32.8%
Maintenance	23,689	73,933	50,244	68.0%
Administration	44,723	94,167	49,444	52.5%
Total Capital Expenditures	$ 383,619	$ 637,422	$ 253,803	39.8%

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Operations - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	419,356	385,938	(33,419)	-8.66%
Violation Enforcement	2,669,233	2,828,074	158,841	5.62%
Information Technology	3,145,274	3,106,877	(38,397)	-1.24%
Information Technology - Projects	80,289	245,000	164,711	67.23%
Special Projects	221,546	224,986	3,441	1.53%
E-PASS Service Center	8,664,021	10,734,230	2,070,209	19.29%
Public Outreach/Education	385,629	223,206	(162,423)	-72.77%
	15,585,348	**17,748,310**	**2,162,962**	**12.19%**
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	966,995	1,111,781	144,785	13.02%
Airport Plaza	1,166,265	1,462,452	296,187	20.25%
Dallas Plaza	1,025,329	1,054,051	28,722	2.72%
East-West Expressway (SR 408)				
Dean Plaza	1,039,643	1,107,622	67,980	6.14%
Conway Main Plaza	1,781,376	1,858,106	76,730	4.13%
Pine Hills Plaza	1,240,308	1,332,530	92,222	6.92%
Hiawassee Plaza	1,054,203	1,113,593	59,390	5.33%
Western Expressway (SR 429)				
Independence Plaza	1,046,129	1,107,771	61,642	5.56%
Forest Lake Plaza	1,095,729	1,198,660	102,932	8.59%
Greeneway Expressway (SR 417)				
University Plaza	1,021,574	1,075,859	54,285	5.05%
Curry Ford Plaza	1,026,241	1,099,448	73,207	6.66%
Boggy Creek Plaza	1,194,763	1,334,500	139,737	10.47%
John Young Plaza	1,255,685	1,253,723	(1,962)	-0.16%
John Land Apopka (SR 414)				
Coral Hills Plaza	1,088,046	1,168,123	80,077	6.86%
Subtotal Toll Facilities	**16,002,284**	**17,278,218**	**1,275,934**	**7.38%**
Total Operations Expenses	**31,587,631**	**35,026,528**	**3,438,897**	**9.82%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Maintenance - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	1,458,611	1,608,114	149,503	9.30%
Expressway Operations	2,235,581	3,118,490	882,910	28.31%
Routine Maintenance	5,588,523	7,476,216	1,887,693	25.25%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	**9,282,715**	**12,202,820**	**2,920,106**	**23.93%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Administration - Actual to Budget by Cost Center
For the Ten Months Ending April 30, 2016

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	461,366	435,231	(26,135)	-6.00%
General Projects	0	7,500	7,500	100.00%
Executive	1,439,331	1,453,001	13,670	0.94%
Communications	379,297	336,560	(42,737)	-12.70%
Human Resources	124,228	136,282	12,054	8.85%
Supplier Diversity	149,455	198,797	49,342	24.82%
Accounting	1,039,865	1,125,771	85,906	7.63%
Records Management	200,763	193,885	(6,879)	-3.55%
Construction Administration	332,049	351,692	19,643	5.59%
Procurement	334,064	379,128	45,064	11.89%
Legal	530,100	651,929	121,829	18.69%
Internal Audit	391,490	255,990	(135,500)	-52.93%
525 Magnolia	18,367	20,656	2,290	11.09%
Plans Production	261,254	291,450	30,196	10.36%
Grand Total Expenses	**5,661,628**	**5,837,870**	**176,242**	**3.02%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING APRIL 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	$ 309,325,489	$ 278,245,114	$ 31,080,375	$ 280,047,676	$ 262,631,469	$ 17,416,207	$ 13,664,168
TOLLS COLLECTED VIA UTN'S	11,876,230	7,083,333	4,792,897	9,016,466	5,813,167	3,203,299	1,589,598
FEES COLLECTED VIA UTN'S AND UTC'S	6,247,226	4,114,167	2,133,059	4,641,777	3,282,642	1,359,135	773,924
TRANSPONDER SALES	122,448	54,212	68,236	53,437	34,801	18,636	49,600
OTHER OPERATING	1,142,296	1,748,659	(606,363)	1,187,634	930,317	257,317	(863,680)
INTEREST	2,720,288	1,589,170	1,131,118	1,445,547	1,023,008	422,539	708,579
MISCELLANEOUS	899,870	811,606	88,265	805,071	763,353	41,718	46,547
TOTAL REVENUES	332,333,847	293,646,260	38,687,587	297,197,608	274,478,757	22,718,851	15,968,736
O M & A EXPENSES							
OPERATIONS	31,272,424	34,557,206	3,284,782	28,388,289	30,396,450	2,008,161	1,276,621
MAINTENANCE	9,259,026	12,128,887	2,869,861	10,544,921	13,267,727	2,722,806	147,055
ADMINISTRATION	5,616,905	5,743,703	126,798	4,798,843	5,787,122	988,279	(861,481)
OTHER OPERATING	1,660,894	2,006,798	345,904	2,139,039	2,100,000	(39,039)	384,943
TOTAL O M & A EXPENSES	47,809,249	54,436,594	6,627,345	45,871,092	51,551,299	5,680,207	947,138
NET REVENUES BEFORE DEBT SERVICE	284,524,599	239,209,666	45,314,933	251,326,514	222,927,457	28,399,057	16,915,876
COMBINED NET DEBT SERVICE	118,752,568	119,011,727	259,160	119,243,514	119,830,045	(586,531)	845,691
NET REVENUES AFTER DEBT SERVICE	$ 165,772,031	$ 120,197,939	$ 45,574,093	$ 132,083,000	$ 103,097,412	$ 28,985,588	$ 16,588,505

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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 APRIL 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	$ 32,814,584	$ 30,457,976	$ 2,356,608	$ 309,325,489	$ 280,047,676	$ 29,277,813
TOLLS COLLECTED VIA UTN'S	1,277,058	971,588	305,470	11,876,230	9,016,466	2,859,764
FEES COLLECTED VIA UTN'S AND UTC'S	711,804	542,399	169,405	6,247,226	4,641,777	1,605,449
TRANSPONDER SALES	21,739	5,130	16,609	122,448	53,437	69,011
OTHER OPERATING	125,612	154,351	(28,739)	1,142,296	1,187,634	(45,338)
INTEREST	291,678	138,455	153,223	2,720,288	1,445,547	1,274,741
MISCELLANEOUS	84,008	77,520	6,488	899,870	805,071	94,799
TOTAL REVENUES	35,326,483	32,347,419	2,979,064	332,333,847	297,197,608	35,136,239
O M & A EXPENSES						
OPERATIONS	3,239,113	3,178,096	61,017	31,272,424	28,388,289	2,884,135
MAINTENANCE	1,121,527	2,057,241	(935,714)	9,259,026	10,544,921	(1,285,895)
ADMINISTRATION	592,682	437,501	155,181	5,616,905	4,798,843	818,062
OTHER OPERATING	163,700	238,288	(74,588)	1,660,894	2,139,039	(478,145)
TOTAL O M & A EXPENSES	5,117,023	5,911,126	(794,103)	47,809,249	45,871,092	1,938,157
NET REVENUES BEFORE DEBT SERVICE	30,209,460	26,436,293	3,773,167	284,524,599	251,326,514	33,198,085
COMBINED NET DEBT SERVICE	11,855,155	11,925,650	(70,495)	118,752,568	119,243,514	(490,946)
NET REVENUES AFTER DEBT SERVICE	$ 18,354,306	$ 14,510,643	$ 3,843,663	$ 165,772,031	$ 132,083,000	$ 33,689,031

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